

## **AGREEMENT BETWEEN USER AND THE JACKSONVILLE SHERIFF'S OFFICE**

The Jacksonville Sheriff's Office Citizen's On-line Reporting System is offered as a service to you, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System constitutes your agreement to all such terms, conditions, and notices.

### **MODIFICATION OF THESE TERMS OF USE**

The Jacksonville Sheriff's Office reserves the right to change the terms, conditions, and notices under which the Jacksonville Sheriff's Office Citizen's On-line Reporting System is offered.

### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System, you warrant to the Jacksonville Sheriff's Office that you will not use the Jacksonville Sheriff's Office Citizen's On-line Reporting System for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Jacksonville Sheriff's Office Citizen's On-line Reporting System in any manner which could damage, disable, overburden, or impair the Jacksonville Sheriff's Office Citizen's On-line Reporting System or interfere with any other party's use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Jacksonville Sheriff's Office Citizen's On-line Reporting System.

### **MATERIALS, INFORMATION AND DATA PROVIDED TO THE JACKSONVILLE SHERIFF'S OFFICE VIA THE CITIZEN'S ON-LINE REPORTING SYSTEM**

The Jacksonville Sheriff's Office does claim ownership of the materials, information or data you provide to the Jacksonville Sheriff's Office (including feedback and suggestions) or upload, input or submit via the Jacksonville Sheriff's Office Citizen's On-line Reporting System. Additionally, by posting, uploading, inputting, or providing information via the Citizen's On-line Reporting System, you are granting the Jacksonville Sheriff's Office and necessary sublicensees permission to use this information in connection with the Citizen's On-line Reporting System or for any other lawful purpose including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the information.

### **LIABILITY DISCLAIMER**

THE INFORMATION AND SERVICES AVAILABLE THROUGH THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. THE JACKSONVILLE SHERIFF'S OFFICE

AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM AT ANY TIME. COMMENTS OR FEEDBACK RECEIVED VIA THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM SHALL NOT BE CONSIDERED LEGAL ADVICE AND MAY NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE JACKSONVILLE SHERIFF'S OFFICE AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM, WITH THE DELAY OR INABILITY TO USE THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OR SERVICES OBTAINED OR SOUGHT THROUGH THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM, OR OTHERWISE ARISING OUT OF THE USE OF THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE JACKSONVILLE SHERIFF'S OFFICE OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE LEGAL REMEDY IS TO DISCONTINUE USING THE JACKSONVILLE SHERIFF'S OFFICE CITIZEN'S ON-LINE REPORTING SYSTEM.

## **TERMINATION/ACCESS RESTRICTION**

The Jacksonville Sheriff's Office reserves the right, in its sole discretion, to terminate any user's access to the Jacksonville Sheriff's Office Citizen's On-Line Reporting System and the related services or any portion thereof at any time, without notice.

## **GENERAL**

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Duval County, Florida, U.S.A. in all disputes arising out of or relating to the use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Jacksonville Sheriff's Office as a result of this agreement or your use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System. The Jacksonville Sheriff's Office's performance of this agreement is subject to existing laws and legal process, and nothing contained in this

agreement is in derogation of the Jacksonville Sheriff's Office's right or duty to comply with governmental, court and law enforcement requests or requirements relating to your use of the Jacksonville Sheriff's Office Citizen's On-line Reporting System or information provided to or gathered by the Jacksonville Sheriff's Office with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the Jacksonville Sheriff's Office with respect to the Jacksonville Sheriff's Office Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Jacksonville Sheriff's Office with respect to the Jacksonville Sheriff's Office Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English.

#### **COPYRIGHT AND TRADEMARK NOTICES:**

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#### **TRADEMARKS**

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Any rights not expressly granted herein are reserved.

#### **NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.