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Anyone using this system expressly consents to administrative monitoring at all times by The City of Boynton Beach and its authorized agents and contractors. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If you (User) do not wish to consent to monitoring, exit this system now.

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beyond their control, including in procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any user's decision, or action taken or not taken in reliance upon information furnished.

Disclaimer of Association with User

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and The City of Boynton Beach or its authorized agents or contractors as a result of this Agreement or use of this website. User agrees not to hold himself or herself out as a representative, agent, or employee of The City of Boynton Beach and The City of Boynton Beach and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

Use of Bulletin Board, or any Other Communication or Interactive Forums

To the extent that this website contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other message, interactive or communication facilities involving The City of Boynton Beach and other users ("Forums"), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

- a. Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- b. Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- c. Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.
- d. Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- e. Falsifying the origin or source of any material contained in a file that is uploaded.
- f. Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network, software, program, documentation or data contained therein.
- g. Knowingly accessing or attempting to access or use The City of Boynton Beach's computer system, computer network, or any part thereof, including this website, for the purpose of devising or executing any scheme or artifice to defraud; obtaining money property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this website only as permitted by these terms and conditions, any additional policies or procedures published in this website from time to time by The City of Boynton Beach, and applicable law.

The City of Boynton Beach and its authorized agents and contractors reserve the right to remove any contents of this website received from users for violations of The City of Boynton Beach forum use policies

and other applicable regulations and law, including violations of others' constitutional rights. The City of Boynton Beach reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this website are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by The City of Boynton Beach or its agents or contractors, and such communications shall not be considered reviewed, screened, or approved by The City of Boynton Beach.

Indemnity

As a condition of use of The City of Boynton Beach's website, the User agrees to indemnify The City of Boynton Beach, its Commissioners, officers, employees and agents and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this website, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

Jurisdiction

This Agreement is governed by the laws of the State of Florida, USA. User consents to the exclusive jurisdiction and venue of courts in Palm Beach, Florida, USA in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

The City of Boynton Beach's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of The City of Boynton Beach's right to comply with law enforcement requests or requirements relating to the User's use of this website or information provided to or gathered by The City of Boynton Beach with respect to such use.

Severability

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 limitation 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.

Closing of Agreement

This Agreement constitutes the entire agreement between the User and The City of Boynton Beach (and its contractors and agents) with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and The City of Boynton Beach with respect to this website. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in this website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will 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.

Any rights not expressly granted herein are reserved.