

General

Indian River County, Florida provides its web site for your convenience. By using the information, services and products available through this web site, you agree to be bound by all of Indian River County 's terms and conditions of use as set forth herein.

The terms and conditions set forth in the PRIVACY POLICY/TERMS OF USE may be updated from time to time without notice to you. It is your responsibility to review it from time to time to be aware of any such change. Your continued use of this service will indicate your agreement to any such change.

Please note that Indian River County is not responsible for the content or privacy practices of web sites whose contents are not controlled by Indian River County, whether Indian River County links to them as "outside sites" or not.

Collection of personal information

When you engage in activities on this site, you may be asked to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities.

Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity online. Instead, you will need to use a non-web option for transacting that business with Indian River County.

How your personal information is used

Indian River County collects your information in order to record and support your participation in the activities you select. For example, information you provide to Indian River County may be used to help you obtain building permits, inspection requests, etc.

Information that you provide may also be used by Indian River County as part of our efforts to keep vendors informed about standards, requirements or service changes, or other services of Indian River County. All information collected will be shared only with other Indian River County residents, organizations, or registered users as required by state or federal law.

Protection of your personal information

Indian River County recognizes and appreciates the importance of responsible use of information collected on this site. Information may be saved for a designated period of time in order to comply with the State of Florida's archiving policies. However, information will not be disclosed to third parties or other agencies, unless authorized by state or federal law.

Use of cookies

When you visit Indian River County Florida's web site, you can surf the site anonymously and access information without revealing your identity. In order to improve our site, we may use "cookies" to assist your visit. A cookie is small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It can function as your identification card, recording your passwords, purchases, and preferences. However, it cannot be executed as code or deliver viruses.

Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it.

For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages. While certain web pages use cookies to assist your visit to the Indian River County web site, and while our web servers automatically log the IP address of your computer, this information does not identify you personally, and you remain anonymous unless you have otherwise provided personal information to a specific web page.

User accounts

When registering to use a "Members Only" feature, it is solely your responsibility to keep your private account information, such as username and password secure. You must not disclose your private account information to anyone except other authorized persons.

You are entirely liable for all activities conducted through your account. You agree to immediately notify Indian River County of any unauthorized use of your account or any breach of security.

Indian River County will never ask you for your password in an unsolicited phone call or in an unsolicited e-mail. Also remember to sign out of your account and close your browser window whenever you have finished your work.

Security

Data transmission over the Internet is not guaranteed to be 100% secure. While we strive to protect your personal information, Indian River County cannot ensure or warrant the security of any information transmitted to us or received from our online products or services. Once we receive a transmission, we make our best effort to ensure it is secure on our systems.

Your responsibilities

You are responsible for all charges associated with connecting to the Internet. You agree that any telephone or other communications fees and charges incurred are your sole responsibility. The access number you use may not be a local phone call

(even though it may be in the same area code as your phone number) and you may be subject to long distance fees or other charges. We advise you to check the local telephone service to verify whether your access number is a local charge and if additional communication fees may apply.

Prohibited uses

As a user of Indian River County's web site(s) you agree to use this service only for its lawful, intended purposes. Use of this service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation is prohibited. You also agree not to use the service to:

1. Provide false information or to impersonate someone else;
2. Distribute computer viruses, worms, or any software intended to damage or alter a computer system;
3. Violate any applicable local, state, national or international law.

System and network security

Violations of system or network security of the service are prohibited, and may subject you to criminal and/or civil liability. Indian River County will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected.

You may not attempt to circumvent the authentication procedures or security of any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You may not interfere or attempt to interfere with service to any other user.

Violation of terms of use

In the event of any violation of the terms contained herein, Indian River County reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided. Users who violate terms contained herein may additionally incur criminal and/or civil liability. Indian River County may refer violators to civil or criminal authorities for prosecution.

Indemnity

You agree to indemnify and hold Indian River County and its subsidiaries, affiliates, telecommunications providers, service providers, officers, employees and agents harmless from any claim, liability, loss, expense or demand, including attorneys' fees, related to a user's violation of the terms and conditions or the use of the services and information provided at this web site.

Limitation of liability

IN NO EVENT WILL INDIAN RIVER COUNTY, ITS SUPPLIERS, ITS SERVICE PROVIDERS, OR OTHER THIRD PARTY AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO:

DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SERVICE;

ANY WEB SITES LINKED TO THE SERVICE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES;

CONTENT ANYWHERE ON THE INTERNET, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY;

INCLUDING WITHOUT LIMITATION THOSE DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION;

AGGREGATE LIABILITY OF INDIAN RIVER COUNTY OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, OR THIRD PARTY AFFILIATES.

IN NO EVENT SHALL INDIAN RIVER COUNTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, ARISING FROM THE USE OR PERFORMANCE OF THIS WEB SITE OR FROM ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH THIS WEB SITE, EVEN IF INDIAN RIVER COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THIS WEB SITE, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO STOP USING THE WEB SITE.

Termination

Either you or Indian River County may terminate your Internet account at any time. This is your sole and exclusive remedy with respect to any dissatisfaction with the service. To initiate termination, contact webmaster@ircgov.com and identify the Internet service account you wish to terminate. Be sure to include your full name, telephone number(s), and valid email address.

Your account termination will take effect within a reasonable amount of time after Indian River County receives your emailed notice. If a user's conduct fails to conform to the letter or spirit of these terms and conditions, or if Indian River County believes the user's conduct may create liability for its affiliates then that user's service will be terminated.

Indian River County reserves the right to restrict access of any user of this service and may at any time in its sole discretion with or without notice and with or without cause immediately deny access to the service and may remove all account information.

Disclaimer of warranties

This service is provided by Indian River County on an "as is" basis. Neither Indian River County nor its partners, providers, or affiliates make any representations or warranties of any kind, express or implied, as to the operation of the service, its contents, or any information made available by or through the service.

Indian River County disclaims all warranties, expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or any infringement. Furthermore, Indian River County does not warrant that use of the service will not be interrupted, available at any time or from any location, secured and error-free. Corrected defects are not warrantable and the service is not guaranteed free of viruses or other harmful components.

Jurisdictional issues

The PRIVACY POLICY/TERMS OF USE shall be governed by and construed in accordance with the laws of the State of Florida as it is applied to contracts entered into by residents of the State of Florida including the public records law (Chapter 119, Florida Statutes). You also consent to the exclusive jurisdiction of the state and federal courts in Indian River County, Florida, and you further consent to the exercise of personal jurisdiction of the courts therein.

If any provision(s) of the PRIVACY POLICY/TERMS OF USE is found to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Indian River County 's failure to exercise or enforce any right or provision of the PRIVACY POLICY/TERMS OF USE shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Indian River County in writing. You and Indian River County agree that any cause of action arising out of or related to this PRIVACY POLICY/TERMS OF USE or the service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The section titles in this PRIVACY POLICY/TERMS OF USE are solely used for the convenience of the parties and have no legal or contractual significance. These terms and conditions constitute the entire agreement between you and Indian River County with respect to the subject matter herein and supersede any and all prior or contemporaneous oral or written agreements. You may not assign this agreement to any other party.