

# Website User Agreement



## Terms and Conditions of Access

Please read this Agreement thoroughly and carefully before accessing or using the Beaufort County (SC) Library website, [www.beaufortcountylibrary.org](http://www.beaufortcountylibrary.org).

### 1. User Acceptance of this Agreement

By using this website (the "Site") as provided by the Beaufort County Library, South Carolina ("The Library"), the User accepts this Website Use Agreement (the "Agreement") without modification and is bound by all terms and conditions herein. This Agreement includes all terms, conditions, notices, provisions and applicable usage guidelines related to use of the Site. Users who do not agree with these terms and conditions may not use or access the Library's website or assets. The Library reserves the right to terminate any User's access to the Site and any or all of its assets at any time without notice, for any reason whatsoever.

This Agreement constitutes the entire agreement between the User and the Library and supersedes any and all other agreements, representations and understandings, whether written or oral. This Agreement may not be modified or amended by the User without the prior written consent of the Library. The headings used in this Agreement is for convenience only, and such headings are not to be used in determining the meaning or interpretation of these the terms or conditions of use of the Site.

The User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and the Library as a result of this Agreement or use of this Site.

### 2. Purpose of the Site

The Beaufort County Library has created the Site to communicate general information with Users of the Site. Although some portions of the Site are freely available to the public, certain other portions may be restricted to specific Users (e. g., registered borrowers of the Library).

### 3. Proprietary Rights

The Library retains copyright on all text, graphic images, software, databases, and other digital objects (the "Assets") on the Site. "Assets" designates individual items and multiple items created in whole or in part by the Library and presented on the Site.

The Assets published on the Site are protected by copyright and other intellectual property laws, and are owned or controlled by the Library or the party listed as the provider of the Assets. Commercial use of the Assets is prohibited without written permission of the Library or other copyright owner. Whenever the Library may provide access to third-party electronic content, those resources are subject to terms and conditions as provided by the owners.

Any and all reproductions of copyrighted materials are governed by the copyright laws of the United States. The User is solely responsible for the improper or illegal use of Library Assets and third-party content. It is the responsibility of the User to determine whether it is necessary to obtain permission of any person or entity to use an Asset and whether that use requires the payment of fees.

The Library will provide copyright and credit information for its Assets whenever that information is known. Any copyright owners or other interested parties not properly identified may contact the Library, so that appropriate information may be provided in the future. As the designated agent for notice of alleged copyright infringement

appearing on its Site, the Library will respond in an appropriate manner to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998 [United States Code 512(c)(2)]. Any notices of infringement must be directed to the Library's Website Administrator, under the requirements specified in Title II of the Digital Millennium Copyright Act of 1998.

The Library logo and trademarks of the Library are service marks of the Library, as are all page headers, custom graphics, logos and buttons icons. Users may not link to any service mark without written approval in advance from the Library. All other trademarks and registered trademarks referred to or reproduced in this Site and servers are the property of their respective owners.

The Library does not claim ownership of the materials provided, posted, uploaded, inputted, or submitted by Users to the Library (including feedback and suggestions). By providing, posting, uploading, inputting, or submitting material, however, Users are granting the Library permission to use their submissions in connection with the operation of the Site. This permission is without limitation and includes the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat any submission; and to publish the User's name in connection with the submission. Users will receive no compensation with respect to any submission, as provided herein. The Library is under no obligation to post or use any submission and may remove any submission at any time in the Library's sole discretion. By posting, uploading, inputting, providing or submitting any material, Users represent that they own or otherwise control all of the rights to their submission as described in this section including, without limitation, all the rights necessary for Users to provide, post, upload, input or submit the submissions.

#### **4. The Library's Right to Modify Services, Terms and Conditions**

The Library reserves the right to modify, update, or alter the terms and conditions of this Agreement at any time. Continued use of the Site constitutes compliance with these terms and conditions as modified, updated, or altered at the sole discretion of the Library. The Library may modify or terminate its content, Assets and services in its sole discretion at any time, without notice, for any reason and without liability to any User or third party. Any modifications and revisions are effective immediately upon publication on this Site, and the User's continued use after any change indicates acceptance of any changes.

#### **5. Governing Law**

The terms and conditions are governed by the laws of the State of South Carolina, and will be construed and enforced in accordance with those laws. Any action brought in connection with this Site or to enforce these terms and conditions may be brought only in the state or federal courts in or with jurisdiction over Beaufort County, South Carolina. By agreeing to the jurisdiction of these courts, however, the Library does not waive any sovereign immunity that may otherwise apply.

Any part of this Agreement (including, but not limited to, the warranty disclaimers and liability limitations set forth herein) that may be determined to be invalid or unenforceable pursuant to applicable law will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of this Agreement shall continue in effect.

#### **6. Legal Notices**

Communications made through or to the Site's e-mail or other Assets do not constitute legal notice to the Library, Beaufort County, its County Council, or any of their respective departments, agencies, divisions, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action against any of them, where notice to any of them is required by contract or by any federal, state, or local laws, rules, regulations, or ordinances.

## **7. Authorized Uses**

This Site may be used only for authorized and lawful purposes. The Library provides Assets for non-commercial educational, personal and scholarly purposes, as well as for information about the Library's services and resources. Users may not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material for other purposes without prior written approval and/or payment of appropriate fees.

## **8. Prohibited Uses**

Any unauthorized modification of Assets may result in criminal prosecution under federal, state, and local laws.

No User may restrict or inhibit access to this Site in any way.

No User may upload, transmit, distribute, or otherwise publish the following content on the Site in any message or means of communication provided via the Site:

1. Any topic, name, information or materials that are unlawful, abusive, threatening, defamatory, vulgar, pornographic, infringing, fraudulent, indecent or obscene;
2. Any materials that infringe any intellectual property right of any third party;
3. Any materials that advertise or otherwise solicit funds, goods, or services;
4. Any materials containing a virus or other component that may damage another's computer;
5. Any advertisements, contests, surveys, pyramid schemes, chain letters or like activities;
6. Any offers to sell or buy any goods, or any requests for any funds or items of any monetary value.

Any use of the Site constitutes consent to any monitoring and auditing by the Library and its agents. Although the Library has no obligation to monitor the Site, it reserves in its sole discretion the right to delete, edit, move, refuse to post or take other appropriate action regarding any messages, information or files that it deems objectionable, inappropriate or otherwise in violation of this Agreement.

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Harvesting of the Library's Assets by any means whatsoever, for use in other web sites or in any other products, is expressly forbidden. Excluding materials in the public domain, all Library Assets are copyright © Beaufort County Library 2009.

Users may not harvest or otherwise collect information about others, including e-mail addresses, without their consent.

## **9. Disclaimers and Limitation of Liability**

The Library disclaims any and all responsibility or liability for any harm resulting from downloading or accessing any material on the Internet.

Every effort has been made to offer the most current, correct, and clearly expressed information possible. Although Site content may include inadvertent inaccuracies or typographical errors, the Library disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or materials displayed in digital form. Nor is the Library responsible for the deletion, failure to store, misdelivery, or untimely delivery of any information or materials, except as expressly determined by a separate written use agreement and payment of appropriate fees.

The Library may make changes and improvements to the content of the Site at any time. Nevertheless, the Library makes no representation or warranty about the accuracy, availability, completeness, reliability, suitability, timeliness, usefulness or validity of the Site or the information contained for any purpose on the Site. The Site and its contents and Assets are provided "as is" without warranty of any kind. The Library disclaims any and all warranties and conditions regarding the Site, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. The Library disclaims any and all warranties for any information or advice, goods, or services received through or advertised on any links provided by the Site.

The User downloads or obtains material or data through the Library's Site and Assets entirely at that User's own discretion and risk, and the User is solely responsible for any and all damages to computer systems or loss of data resulting from such downloads.

Users should not rely on any advice received via the Site and servers for personal, commercial, medical, legal or financial decisions. Users should consult appropriate professionals for specific advice on these topics.

Under no circumstances shall the Library, the County, its employees, officers, agents, trustees or other representatives be liable to any User on account of that User's use or misuse of or reliance on the Library's Materials, arising from any and all claims relating to this Agreement.

The User agrees to indemnify and hold harmless the Library and its directors, officers, employees and agents from and against any and all claims, actions and proceedings and any and all costs, fees (including attorneys fees), expenses, settlements, and judgments that result from the User's breach of this Agreement or the User's access and use of the Site.

## **10. Statistics**

Although the Library may use a computer program to track statistical information about each visitor to the Site, how that visitor came to the Site, and visits to the pages within the Site, no personally identifiable information is gathered by this program. The collected data help the library to develop the Site through analysis of usage and provides information for statistical reporting to the South Carolina State Library.

## **11. Privacy**

The Library respects the privacy of people using the Site. Any information submitted to the Library, however, may be considered to be public information under South Carolina state law, The Library may be also be required to disclose that information in accordance with Title 60-4-10 of the South Carolina Code of Laws (Records identifying library patrons as confidential information; Disclosure) or other legal requirements.

E-mail messages, online registration forms, and other personal information transmitted over the Internet is not necessarily secure against interception and may be subject to the disclosure requirements of Title 60-4-10 of the South Carolina Code of Laws (Records identifying library patrons as confidential information; Disclosure) or other legal requirements.

By sending the Library an e-mail message, filling out a registration or feedback form, or requesting specific information from the Library, you may be sending the Library personally-identifiable information, such as your name, mailing address, telephone number, and/or e-mail address. For example, if you ask for assistance with reference questions or place a request for library materials, the Library will request information from you to respond to your request.

Although the Library tries to gather only the minimum amount of personal information necessary for online transactions through the Site, it may need to store this information temporarily in order to respond to your Users' requests. Under Title 60-4-10 of the South Carolina Code of Laws, the Library may not sell, trade or rent its customers' personal information. Nor does the Library send unsolicited e-mail or correspondence. The Library makes every reasonable effort to prevent disclosure of personal identifying information, except as required by law.

Library makes no represent or warrant the accuracy, reliability, or confidentiality of any communications over the Internet. Users should never transmit any sensitive or confidential information to the Library by e-mail. Although the Library makes reasonable efforts to respond to e-mail messages received, the unreliable nature of e-mail and other electronic means of communication do not guarantee that messages will always be received.

The Library does not use "cookies" to track Users' Internet activities.

## **12. Links to Third Party Sites**

The Library includes links within its Site that allow Users to leave the Site to access web sites operated by other County agencies and other third parties. Because these other sites are not under the control of the Library, links from the Library's Site do not constitute any endorsement by the Library of the content or opinions expressed on third-party sites. Nor does the Library represent or warrant the accuracy, reliability or validity of any third-party site. These items are made available only as a public service and convenience to the Site's online visitors. Users should review the terms, conditions and privacy policies of those sites, which govern your interactions as a visitor.

The Library is not responsible for webcasting or any other form of transmission received from any linked site.

## **13. Questions**

Contact the Web Administrator if you have any questions about this Agreement or access to this Site.