

## **Terms of Service**

**updated August 31, 2022**

Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using the <http://www.brazoriacountytx.gov> Website (the “Service”, “Site”, “Website”, or “Services”) operated by Brazoria County, collectively: “us”, “Us”, “we”, “We”, “Brazoria County”, “Our” or “our” Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. BY JOINING OR EACH TIME YOU ACCESS AND USE THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS. If you disagree with any part of the Terms then you may not access the Service. These Terms have the same force and effect as an agreement in writing. To use this Service, you must be at least eighteen (18) years of age as well as the age of majority in your jurisdiction.

### **Your Responsibilities**

You are responsible for obtaining and maintaining at your own cost all equipment and services needed for access to and use of the Services. When you register with us and each time you access the Services, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with the provisions of our Privacy Policy. If you elect to register with us and/or use this Site, you agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. In addition, you agree not to use the Services to: (a) violate any local, state, national, or international law or regulation; (b) transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, or otherwise objectionable; (c) transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; (d) transmit any material that contains adware, malware, spyware, software viruses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) stalk, harass, or harm another individual; (f) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (g) use any “robot,” “spider,” “rover,” “scraper” or any other data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the Services, our network or databases; or (h) interfere with or disrupt the Services or servers or our networks, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

### **Links To Other Web Sites**

Our Service may contain links to third-party websites or services that are not owned or controlled by Us.

We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We have not reviewed all of the sites linked to this Internet web Site and are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Us of the site. Use of any such linked website is at the user's own risk.

We strongly encourage you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

### **FTC Disclosures**

The Website may contain affiliate link(s) or other forms of monetization. We abide by word of mouth marketing standards. We believe in honesty in the relationship amongst our members. The compensation received from our affiliate link(s) will be clearly identified as paid or sponsored content. To date and to the best of our knowledge, We have not accepted money to create video or written content.

The Website is not directly compensated to provide opinions on products, services, our members, or websites. We do not claim to be an expert on a certain topic, service, or any member. We will only endorse products or services that we believe, based on our experience, is/are worthy of such endorsement(s). Any product or service claim, statistic, quote, and/or other representation about a product or service should be verified with the manufacturer and/or provider.

### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Texas, United States, without regard to its conflict of law provisions. Any claim relating to the Website shall be governed by the laws of the State of Texas without regard to its conflict of law provisions.

The Services are based in Brazoria County, Texas in the United States. Venue for any dispute is in Brazoria County, Texas. It is not designed or customized for any other country. You may use them only if they comply with the laws of the jurisdiction from which you are accessing the Services.

### **Disclaimer**

The materials on the Website are provided "as is". We make no warranties, expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, We do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet Website or otherwise relating to such materials or on any sites linked to this Site.

The comments expressed by third-parties on this Website do not necessarily represent the views of the Us and/or its members. Use of this Website constitutes acceptance of these Terms. The information

contained on this Website is for entertainment purposes only and should not be used in place of advice from a medical, legal, or other professional.

In addition to, and not in place of the disclaimers and/or notices in the Website Terms of Service and Privacy Policy, We continue our efforts to constantly improve the accessibility of its site and services for those of us with disabilities. Despite Our efforts to make all pages and content on our Website fully accessible, some content may not have yet been fully adapted to the strictest accessibility standards. This may be a result of not having found or identified the most appropriate technological solution.

### **Limitations of Liability**

In no event shall Brazoria County, its Officers, Directors, Employees, Agents, and all Third-Party Service Providers be liable for any FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (1) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (2) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (3) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (4) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (5) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (6) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (7) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (8) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (9) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, (10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (11) damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on the Website, even if We or an authorized representative has been notified orally and/or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities in those particular jurisdictions that do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law in those circumstances.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE, Officers, Directors, Employees, Agents, and all Third- Party Service Providers, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL,

USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE SERVICES.

UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL OUR LIABILITY TO YOU EXCEED THE AMOUNT OF THE RELATED FEES TO YOUR CLAIM YOU PAID US FOR A PERIOD OF ONE MONTH PRIOR TO THE DATE YOU SUBMIT A CLAIM.

NOTHING IN THESE TERMS OF SERVICE SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN OR GOVERNMENTAL IMMUNITY.

### **Force Majeure**

We will not be responsible for any failure to fulfill any obligation created under these Terms due to any cause beyond our control, including, without limitation: fire(s), flood(s), storm(s), act(s) of governmental authority, strike(s), work stoppage(s), riot(s), accident(s), act(s) of war or terrorism, civil or military disturbance(s), nuclear or natural catastrophe(s), act(s) of God, illness(es), disease(s), epidemic(s), pandemic(s), and/or interruption, loss or malfunction of utilities, communications or computer (software and hardware) services.

### **Availability of Website**

Subject to these Terms and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site twenty-four hours a day, seven days a week. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

### **Revisions and Errata**

The materials appearing on the Website could include technical, typographical, or photographic errors. We do not warrant that any of the materials on the Website are accurate, complete, or current. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Brazoria County may make changes to the materials contained on its web Site at any time without notice. We do not, however, make any commitment to update the materials. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Service.

### **The Author(s)**

The Website and its posts are written and managed by Brazoria County Bar. It is not the business of the author(s) to render professional opinions on the Website, including but not limited to: medical advice, professional advice, and/or legal advice, and is solely the opinion of the poster. The information presented on this Website is for general informational purposes only. Nothing on this Website should be construed to be formal or informal legal advice for any individual case or situation. Website visitors

should not act upon this information without seeking professional counsel. This information is not intended to create, and receipt and/or viewing of said information does not constitute, the formation of an attorney-client relationship. Readers should always seek professional advice. Use of this Website constitutes acceptance of these Terms. The information contained on this Website is for entertainment and/or general informational purposes only and should not be used in place of advice from a medical, legal, or other professional.

### **User Submissions**

We do not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials you submit for display or distribution to others through the Services (collectively, "User Submissions"). As between you and us, you own all rights to your User Submissions. However, you grant to us and our affiliates, representatives, sublicensees and assigns an irrevocable, perpetual, non-exclusive, fully-paid, license (sublicensable through multiple tiers) throughout all existence to use, distribute, syndicate, license, reproduce, modify, adapt, publish, translate, publicly perform, create derivative works and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed; provided, however, that our exercise of our rights under the foregoing license shall at all times be subject to the limitations upon disclosure of your User Submissions imposed on us under our Privacy Policy. We reserve the right to display advertisements in connection with User Submissions and to use User Submissions for advertising and promotional purposes without any compensation to you. These advertisements may be targeted to the content or information stored on the Services. In consideration for us granting you access and use of the Services, you agree that we may place such advertisements throughout our Services.

If you believe a comment on our Website violates our Terms, Privacy Policy, and/or infringes on: trademark, patent, copyright, criminal law, and/or any other statute, please immediately notify us via our website's contact form.

You agree that you are solely responsible for all of your User Submissions. We are not required to host, display, or distribute any User Submissions, and We may remove at any time or refuse any User Submissions. We are not responsible for any loss, theft or damage of any kind to any User Submissions. You represent and warrant that your User Submissions and our authorized use of such submissions do not and will not infringe the rights of any third-party (including, without limitation, intellectual property rights, rights of privacy or publicity, or any other legal or moral rights). You, and not we, are responsible for any consequences of sharing personal information about yourself on public areas of the Service, such as your home address or the home address of others.

We own all rights, title, and interests in any compilation, collective work or other derivative work created by us using or incorporating your content (but not your original content). When you use a feature on the Services that allows users to share, transform, readapt, modify, or combine user content with other content, you grant us and our users an irrevocable, non-exclusive, royalty free, perpetual, right and license in the universe to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate your content in any medium and through any form of technology or distribution and to permit any derivative works to be licensed under these same license Terms. The rights granted under this Section will survive the termination of these Terms.

Any posts, photos, or other information found on this Site may not be reproduced in any format without the prior expressed written permission of us. You may, however, link to posts and/or pages on this Website, and comment on said posts. The comments expressed by third-parties on this Website do not necessarily represent the views of us.

### **User Profile**

If you submit content on Our Website, you authorize us to create an account for you, on your behalf, in our content management system(s).

### **Indemnification**

You agree to indemnify, defend, and hold harmless us, our affiliates, officers, officials, employees, consultants, volunteers and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your accounts) violation of these Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

### **Discontinued Services**

We reserve the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although We make great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued.

### **Successors and Assigns**

These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

### **Miscellaneous**

These Terms, together with the terms of the Privacy Policy and any additional terms to which you agree when using particular elements of the Services, constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. In the event of any conflict between these Terms and terms of a specific site within the network of Sites, these Terms shall govern. These Terms and the relationship between you and us shall be governed by the laws of the State of Texas as applied to agreements made, entered into, and performed entirely in the State of Texas, residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the Services shall be brought in the courts located in Brazoria County, State of Texas, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of us and you as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever

barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. The Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Services. Neither party shall be deemed an employee, agent, partner, joint venture or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of these Terms. In no event shall you be deemed under these Terms as being one of our employees or entitled to any of our employee benefits.