TERMS OF USE FOR THE COMET

General

The COMET website is offered to you, the ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein. User’s access and use of the site constitutes acceptance of these terms and conditions and shall represent your electronic signature that you agree to the terms and conditions herein pursuant to the South Carolina Electronic Signature Act. If you do not agree to the terms and the conditions herein, exit this system and do not access this website.

The COMET reserves the right to offer this website directly to you or through its authorized agents and contractors for allowing government personnel and the general public to review and retrieve publicly available government information concerning The COMET. User shall not (1) knowingly and without authorization, alter, damage, or destroy The COMET’s computer systems, networks, software, documentation or data contained therein; (2) use this website to conduct or attempt to conduct any business, activity or solicitation or performance of any activity that is prohibited by law; (3) perform all action that results in limiting or blacking access to this website by other users.

User consents to allowing administrative monitoring by The COMET, or its authorized agents or contractors, of any and all activity on the website by User. Any evidence of possible illegal or criminal activity identified during such monitoring may be delivered to the appropriate authority including law enforcement officials.

Disclaimer of Liability and Reliability

Every effort has been made to offer the most current and correct information available, however, inadvertent errors may occur. THE COMET AND ITS AUTHORIZED AGENTS AND CONTRACTORS DISCLAIM ANY RESPONSIBILITY FOR ERRORS IN CONTENT AND ACCURACY OF THE INFORMATION THAT MAY BE CONTAINED ON THESE WEB PAGES. THE INFORMATION AND DATA INCLUDED IN THIS WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE USER. THE COMET AND ITS AUTHORIZED AGENTS AND CONTRACTORS MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE QUALITY, CONTENT, COMPLETEENESS, SUITABILITY, ADEQUACY, SEQUENCE, ACCURACY, OR TIMELINESS OF SUCH INFORMATION AND DATA.

When any official printed publications of The COMET or other governmental entity associated with the government of South Carolina are inconsistent with content on this website, the official printed documents take precedence. THIS WEBSITE, SERVICES, INFORMATION, AND DATA ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. THE COMET AND ITS AUTHORIZED AGENTS AND CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE
CONDITION OR FUNCTIONALITY OF THIS WEBSITE, ITS SUITABILITY FOR USE, OR THAT THIS WEB SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Links to Third Parties’ Websites

There are links and pointers to third party Internet website contained in this website that are not under The COMET’s control. The COMET and its authorized agents and contractors do not assume any responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a link site. The COMET and its authorized agents and contractors do not intend these third party links to be referrals or endorsements of the linked entities by The COMET, and are provided for convenience only. Each individual site has its own set of policies about what information is appropriate for public access. User assumes the sole responsibility for use of third party links and pointers.

Intellectual Property and Ownership

User acknowledges and agrees that the website and any necessary software used in connection with the website contain proprietary and confidential information that is protected by applicable intellectual property and other laws. User acknowledges and agrees that content contained in the website or information presented through the website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by The COMET, User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the website in whole or in part.

The COMET grants to User a personal, non-transferable and non-exclusive right and license to use the object code of this website on a single computer; provided that User does not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the website. User agrees not to modify the website in any manner or form, or to use modified versions of the website, including (without limitation) for the purpose of obtaining unauthorized access to the website. You agree not to access the website by any means other than through the interface that is provided by The COMET for use in accessing the website.

Information Collected

In the operation of this website, certain information may be collected automatically in logs or by cookies. This information is not reported or used in any manner that would reveal personally identifiable information. It will not be released to any outside parties unless legally required to do in connection with law enforcement investigations or other legal proceedings, or pursuant to any other legal or statutory request. The following information may be collected as part of this site’s management for analysis and statistical purposes: (1) the hostname or IP
address of the User requesting access; (2) HTTP header information; (3) the system state and time of the User access or request; (4) the access or request itself; (5) the returned status code associated with the request; (6) the content length transmitted to the User; (7) the location of the resource server associated with the User request; (8) the transfer protocol and version information.

E-mails or forms sent to The COMET or its website with a question or comment may contain personally identifying information. Such identifying information will only be used to respond to User’s request and for the analysis of website usage, maintenance or operation. We may redirect your question or comment to another government agency that is in a better position to provide a response. USE OF THE COMET WEBSITE CONSTITUTES YOUR CONSENT FOR THE RELEASE OF YOUR ELECTRONIC MAIL ADDRESS.

All information collected from The Comet website including the summary server log information, e-mails sent to the website, and information collected from web-based forms, may be subject to the South Carolina Freedom of Information Act.

Cookies

The COMET may set and access cookies on your computer. The COMET may allow other companies presenting content on The COMET website to access cookies on your computer. Other companies’ use of cookies is subject to their own privacy policies.

Disclaimer of Damages

By using The COMET’s website, User assumes all risks associated with the use of this site, including any risk to User’s computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via The COMET’s website or any other web page contained therein. THE COMET AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON THE COMET’S WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FROM ANY OTHER INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF MIAMI-DADE COUNTY AND/OR ANY OF ITS AUTHORIZED AGENTS, CONTRACTORS, EMPLOYEES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. The COMET and its authorized agents and contractors shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies 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 COMET 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 COMET
and The COMET, 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

User agrees to use The COMET's website only for the transmission or receipt
of messages or information that are related to the business of The COMET. User
agrees not to transmit, publish, or otherwise make available or cause to be
transmitted, published or made available:

(1) Defaming, abusing, harassing, stalking, threatening or otherwise
violating the legal rights (such as rights of privacy and publicity) of
others;

(2) Publishing, posting, distributing, or disseminating any defamatory,
infringing, obscene, indecent or unlawful material or information;

(3) 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
thereof or has received all necessary consent;

(4) Deleting any author attributions, legal notices or proprietary
designations or labels in any file that is uploaded;

(5) Falsifying the origin or source of any material contained in a file that
is uploaded;

(6) Knowingly introducing viruses, worms, 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; or,

(7) Knowingly accessing or attempting to access or use The COMET'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 pretense, representations or promises; or
committing theft, including but not limited to theft of proprietary
information.

The COMET and its authorized agents and contractors reserve the right to
remove any contents on its website for violations of others' rights. The
COMET reserves the right to edit any notices or posting if and when such notices or postings with other users’ access to and use of this website.

**Indemnity**

User agrees to indemnify The COMET, its commissioners, members, 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 South Carolina. User consents to the exclusive jurisdiction (personal and general) and venue of courts in Richland County, South Carolina in all disputes arising out of or relation to the use of this website. Use of this website is unauthorized in an jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**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.

**Merger Clause**

This Agreement constitutes the entire agreement between the User and The COMET (and its contractors and agents) with respect to this website and it supersedes all prior or contemporaneous communications and proposal, whether electronic, oral or written, between the User and The COMET 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.