

Prince George's **CountyClick 311 App End-User** **Mobile Terms of Service**

1. Acceptance of Terms

Prince George's County, Maryland (the "County") provides the Prince George's County 311 app for smart phones (the "CountyClick 311 App") to you subject to the following Terms of Service Agreement ("Agreement") which may be updated by us from time to time without notice to you. By accessing and using the CountyClick 311 App, you accept and agree to be bound by the terms and provision of this Agreement. If you do not agree with any part of this Agreement, do not install or use the CountyClick 311 App.

2. Description of the CountyClick 311 App

The CountyClick 311 App provides users with an application to report service issues to the County and check on the status of those requests. It also provides users the opportunity to share those reports (type of request, photo and text) if desired on the application. It allows constituents the opportunity to view requests submitted by other users who have requested that particular reports be shared.

Unless explicitly stated otherwise, any new features that augment or enhance the CountyClick 311 App which are added at a future time are covered by this Agreement.

You are responsible for obtaining access to the CountyClick 311 App, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees.

You understand that the technical processing and transmission of the CountyClick 311 App services, including your requests, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

3. Your Registration Obligations

If you provide any information that is untrue, inaccurate, offensive, not current or incomplete, or the County has reasonable grounds to suspect that such information is untrue, inaccurate, offensive, not current or incomplete, the County has the right to do any or all of the following; delete the information, suspend or terminate your account, and refuse any and all current or future use of the CountyClick 311 App services (or any portion thereof).

4. County Public Records Policy

You understand and agree that your use of this app will result in the collection of personal information about you by the County, which may include your name, telephone number, and any other information you submit using the CountyClick 311 App. This information is collected in order to respond to your requests and inquiries, and may be disclosed to County departments, agencies, employees and agents so that they may respond to your request.

Registration data as well as service requests you submit using the CountyClick 311 App are subject to all applicable County, State and Federal public records laws.

5. Member Conduct

You understand that all information, data, text, photographs, graphics or other materials (“Content”), whether marked by the user as shared or not, are the sole responsibility of the person from whom such Content originated. This means that you, and not the County, are entirely responsible for all Content that you submit or otherwise make available via the CountyClick 311 App. The County does not control the Content posted via the CountyClick 311 App and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the CountyClick 311 App, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the County be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content submitted or otherwise made available via the CountyClick 311 App.

We are under no obligation to enforce this Agreement on your behalf against another user. While we encourage you to let us know if you believe another user violated this Agreement, we reserve the right to investigate and take appropriate action at the County's sole discretion.

You agree to not use the CountyClick 311 App to:

- (a) submit Content that is false or inaccurate;
- (b) submit Content that does not generally pertain to the designated topic or theme;
- (c) submit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or otherwise objectionable;
- (d) submit or otherwise make available any Content that is hateful or otherwise objectionable due to its characterization of any person's race, ethnicity, disability, religion, gender, gender identity, sexual orientation or age.
- (e) harm minors in any way;
- (f) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (g) submit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (h) submit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (“Rights”) of any party;
- (i) submit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of communication not relevant to specific County service requests;
- (j) submit or otherwise make available any material that contains 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;
- (k) intentionally or unintentionally violate any applicable local, state, national or international law;
- (l) “stalk” or otherwise harass another; or
- (m) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) through (l) above.

You acknowledge that the County may or may not pre-screen Content that is shared, but that the County and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the CountyClick 311 App. Without limiting the foregoing, the County and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that the County may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (i) comply with legal process;
- (ii) enforce this Agreement;
- (iii) respond to claims that any Content violates the rights of third parties;
- (iv) respond to your requests for customer service;
- (v) protect the rights, property or personal safety of the County, its users and the public.

You may not attempt to override or circumvent any of the usage rules embedded into the CountyClick 311 App. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the CountyClick 311 App, in whole or in part, is strictly prohibited.

You may not trace any information of any other the CountyClick 311 App user or visitor or otherwise use the CountyClick 311 App for the purpose of obtaining information of any other the CountyClick 311 App user.

You may not modify or create derivative works of the CountyClick 311 App, decompile or reverse engineer the CountyClick 311 App or otherwise attempt to create the source code from the CountyClick 311 App, or in any way attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of CountyClick 311 App.

You may not attempt to gain unauthorized access to the CountyClick 311 App or the computer systems and networks connected to the CountyClick 311 App through hacking, password mining, or any other means.

You may not use any robot, spider, search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the CountyClick 311 App or any County content. You may not access, retrieve or index any portion of the CountyClick 311 App for purposes of constructing a searchable database of data collected by the CountyClick 311 App.

You may not release the results of any performance or functional evaluation of the CountyClick 311 App to any third party without prior written approval of the County for each such release.

You may not take any action that imposes, or may impose, in the County's sole discretion, an unreasonable or disproportionately large load on the County's technology infrastructure or otherwise make excessive traffic demands of the CountyClick 311 App.

6. Interstate Nature of Communications on the CountyClick 311 App

When you use the application, you acknowledge that in using the CountyClick 311 App to send service requests, you will be causing communications to be sent potentially through a variety of networks (Internet service provider, wireless phone network, etc.) As a result, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, you agree that use of the CountyClick 311 App may result in interstate data transmissions.

7. Content Submitted on the CountyClick 311 App

With respect to Content you submit on the CountyClick 311 App, the County may use, distribute, reproduce, modify, adapt, and publicly display such Content for the purposes of promoting the CountyClick 311 App or any other County-related efforts. This right does not terminate.

8. Submissions to the County

By submitting ideas, suggestions, documents, and/or proposals (“Submissions”) to the County through its

suggestion or feedback pages, you acknowledge and agree that:

- (a) your Submissions do not contain confidential or proprietary information;
- (b) the County is not under any obligation of confidentiality, express or implied, with respect to the Submissions;
- (c) the County shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide;
- (d) the County may have something similar to the Submissions already under consideration or in development;
- (e) your Submissions automatically become the property of the County without any obligation of the County to you;
- (f) you are not entitled to any compensation or reimbursement of any kind from the County under any circumstances.

9. Indemnity

You agree to indemnify and hold the County and its officers, affiliates, agents, agencies, employees, partners and licensors harmless from any claim or demand (including reasonable attorneys' fees) made by any third party due to or arising out of:

- (a) Content you submit or otherwise make available through the CountyClick 311 App,
- (b) your use of the CountyClick 311 App,
- (c) your connection to the CountyClick 311 App,
- (d) your violation of this Agreement,
- (e) your violation of any Rights of another.

10. No Commercial Reuse of the CountyClick 311 App

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the CountyClick 311 App.

11. Modifications to the CountyClick 311 App

The County reserves the right at any time and from time to time to modify, or discontinue, temporarily or permanently, the CountyClick 311 App (or any part thereof) with or without notice. You agree that the County shall not be liable to you or to any third party for any modification, suspension or discontinuance of the CountyClick 311 App (or any part thereof).

12. Termination

You agree that the County may, without prior notice, immediately terminate, limit your access to or suspend your CountyClick 311 App service. Cause for such termination, limitation of access or suspension shall include but not be limited to:

- (a) breaches or violations of this Agreement or other incorporated agreements or guidelines,
- (b) requests by law enforcement or other government agencies,
- (c) discontinuance or material modification to the CountyClick 311 App (or any part thereof),
- (d) unexpected technical or security issues or problems,
- (e) extended periods of inactivity,
- (f) engagement by you in fraudulent or illegal activities.

Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in the County's sole discretion and that the County shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the CountyClick 311 App.

13. Links

The County may provide links to other World Wide Web sites or resources. You acknowledge and agree that the County is not responsible for the availability of such external sites or resources.

The CountyClick 311 App may facilitate your use of third party services not provided by the County (“Third Party Services”). The County makes no representations or warranties regarding the performance of such Third Party Services, their compliance with applicable laws and regulations, or any other aspects of such Third Party Services. Your use of Third Party Services is at your own risk and you are solely responsible for complying with all legal and contractual requirements necessary for using Third Party Services.

14. The County's Proprietary Rights

You acknowledge and agree that the CountyClick 311 App contains proprietary and confidential information that is owned by the County and protected by applicable intellectual property and other laws. You will not use such proprietary information in any way whatsoever except for use of the CountyClick 311 App in compliance with the provisions of this Agreement.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE COUNTYCLICK 311 APP IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT,
- (b) THE COUNTY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT.
 - i. THE COUNTYCLICK 311 APP WILL MEET YOUR REQUIREMENTS;
 - ii. THE COUNTYCLICK 311 APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE;
 - iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COUNTYCLICK 311 APP WILL BE ACCURATE OR RELIABLE;
 - iv. ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED;
 - v. THE COUNTYCLICK 311 APP WILL BE FREE FROM CORRUPTION, VIRUSES, HACKING, OR OTHER SECURITY INTRUSION.

15. LIMITATION OF LIABILITY

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COUNTY SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;
- (b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;
- (c) ANY CONTENT OBTAINED FROM THE SERVICES;
- (d) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE COUNTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A

REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU EXPRESSLY AGREE THAT THE COUNTY IS NOT RESPONSIBLE FOR ANY CONTACT OR INTERACTION BETWEEN YOU AND ANY OTHER USER OF THE COUNTYCLICK 311 APP AND THAT YOU BEAR THE SOLE RISK OF TRANSMITTING THROUGH THE APPLICATION ANY CONTENT, INCLUDING INFORMATION WHICH IDENTIFIES YOU OR YOUR LOCATION.

YOU AGREE THAT THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE COUNTY AND YOU AND THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED UPON ALLOCATION OF RISK BETWEEN YOU AND THE COUNTY. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY THE COUNTY WOULD NOT PROVIDE THE COUNTYCLICK 311 APP TO YOU.

16. Notice

The County may provide you with notices regarding the CountyClick 311 App, including changes to this Agreement, by email, SMS, text message, postings on the CountyClick 311 App, or any other reasonable means now known or hereafter developed. Notices shall be effective immediately.

Such notices may not be received if you violate this Agreement by accessing the CountyClick 311 App in an unauthorized manner. You agree that you will be deemed to have received any and all notices that would have been delivered had you accessed the CountyClick 311 App in an authorized manner.

17. Ability to Accept Agreement

You confirm that you are at least 18 years of age and are fully able and competent to consent to, accept, and be bound by the terms of this Agreement.

18. Governing Law And Venue

This Agreement is governed by the laws of the State of Maryland without regard to any conflict of law provisions. You agree that any claim or dispute with the County relating in any way to your use of the CountyClick 311 App shall be brought exclusively before a state or federal court sitting in Maryland, and you irrevocably waive any jurisdictional, venue, or inconvenient forum objections to such courts.

19. Miscellaneous

This Agreement constitutes the entire agreement between you and the County with respect to your use of the CountyClick 311 App, superseding any prior version of this Agreement between you and the County with respect to the CountyClick 311 App.

If any provision of this Agreement shall be unlawful, void, or unenforceable, then that provision shall be deemed severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

The County's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

You agree that any cause of action arising out of or related to your use of the CountyClick 311 App must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

CountyClick 311 Disclaimer

Prince George's County (County) does not warrant or make representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, links, and other items contained on this server or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice from the County as a result of updates and corrections. Commercial use of the materials is prohibited without the written permission of the County. All servicemarks and trademarks mentioned herein are the property of their respective owners.

- Some of the links on this and subsequent pages may lead to resources outside the County website. The presence of these links should not be interpreted as an endorsement by the County of these sites or their content. The County is not responsible for the content of any such external link.
- Communications made through e-mail and messaging systems shall in no way be considered to constitute legal notice to the County or any of its agencies, officers, employees, agents, or representatives, with respect to any existing or potential claim or cause of action against the County or any of its agencies, officers, employees, agents, or representatives, where notice to the County is required by any federal, state or local laws, rules, or regulations.
- The County is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations, including equal access to communications, will be provided upon request. Requests for reasonable accommodations, with regard to equal access to communications, should be directed to the County's ADA coordinator, Patricia Sanders, at (301) 985-3800/Maryland Relay 711.