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.

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).

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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.

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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 our buy any goods, or any requests for any funds or items of any monetary value.

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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.

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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.