

FAIRFAX COUNTY

TERMS AND CONDITIONS OF USE

Your access to and use of the Fairfax County Planning and Zoning ePlans website ("Site") is subject to the following terms and conditions, as well as all applicable laws. Your access to ePlans is in consideration for your agreement to these Terms and Conditions of Use, whether or not you are a registered user. By using the "Login" button below, you accept, without limitation or qualification, these Terms and Conditions of Use. Throughout these Terms and Conditions, the words "you" and "your" mean you and the employees, consultants, contractors, and other parties who access the Site using your password.

MODIFICATION OF THE AGREEMENT

Fairfax County maintains the right to modify these Terms and Conditions of Use and may do so by posting such modifications on this page. Any modification is effective immediately unless otherwise stated. Your continued use of the Site following the posting of any modification signifies your acceptance of such modification.

CONDUCT

You agree to access and use the Site only for purposes authorized by Fairfax County and for other lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site. By accessing the Site, you agree that you will not:

- * Use the Site to commit a criminal offense or to encourage others to conduct that which would constitute a criminal offense or give rise to a civil liability;
 - * Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content;
 - * Use the Site to impersonate other parties or entities;
 - * Use the Site to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the Site or the hardware or software of any other person who accesses the Site;
 - * Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
 - * Disrupt the normal flow of communication in any way;
 - * Claim a relationship with or speak for any business, association, or other organization for which you are not authorized to claim such a relationship;
 - * Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
 - * Post any material that infringes or violates the intellectual property rights of another.
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TERMINATION OF USE

Fairfax County, in its sole discretion, may terminate or suspend your access and use of this Site without notice and for any reason, including but not limited to:

- * Your violation of these Terms and Conditions of use;
- * Your failure to pay any fee due in connection with your use of this Site; or
- * Other conduct by you which Fairfax County, in its sole discretion, believes is unlawful or harmful to others.

In the event of termination, you are no longer authorized to access the Site, and Fairfax County will use whatever means possible to enforce this termination.

CONTENT

Fairfax County has the right to monitor the content that you provide, but is not obligated to do so. We reserve the right (but assume no obligation) to delete, move, or edit any material we consider unacceptable or inappropriate, whether for legal or other reasons. United States and foreign copyright laws and international conventions protect the contents of the Site. You agree to abide by all copyright notices.

INDEMNITY

You agree to defend, indemnify, and hold harmless Fairfax County and its employees from any and all liabilities and costs incurred by them in connection with any claim arising from any breach by you of these Terms and Conditions of Use, including reasonable attorneys' fees and costs. You agree to cooperate as fully as may be reasonably possible in the defense of any such claim. Fairfax County reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You in turn shall not settle any matter without the written consent of Fairfax County.

DISCLAIMER OF WARRANTY

You expressly understand and agree that your use of the Site, or any material available through this Site, is at your own risk. Neither Fairfax County nor its employees warrant that the Site will be uninterrupted, problem-free, free of omissions, or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Site. The content and function of the Site are provided to you "as is," without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose or use, or "currentness."

LIMITATION OF LIABILITY

In no event will Fairfax County or its employees be liable for any incidental, indirect, special, punitive, exemplary, or consequential damages, arising out of your use of or inability to use the Site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any and all other damages.

SITE MAINTENANCE

Fairfax County has the right to perform routine and periodic maintenance on the Site without prior notification to you. The Fairfax County information technology maintenance window is typically Sunday late afternoon into Monday morning.