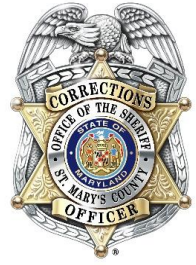




**St. Mary's County Sheriff's Office**  
**Steven A. Hall, Sheriff**  
23150 Leonard Hall Drive, Leonardtown, MD 20650



## **SOCIAL MEDIA TERMS OF USE**

### TERMS OF USE

AGREEMENT BETWEEN THE USER AND THE ST. MARY'S COUNTY MARYLAND SHERIFF'S OFFICE

The St. Mary's County Maryland Sheriff's Office ("SMCSO") social media platforms comprise its website and Facebook, Instagram, Threads, X, and YouTube pages.

The SMCSO social media platforms are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the SMCSO social media platforms constitutes your agreement to all such terms, conditions, and notices.

### MODIFICATION OF THESE TERMS OF USE

The SMCSO reserves the right to change the terms, conditions, and notices under which the SMCSO social media platforms are offered at any time.

### LINKS TO THIRD PARTY SITES

The SMCSO social media platforms may contain links to other websites ("linked sites"). These linked sites are not under the control of SMCSO. The SMCSO is not responsible for the contents of any linked site, including without limitation any link contained in a linked site or any changes or updates to a linked site. The SMCSO is not responsible for webcasting or any other form of transmission received from any linked site. The SMCSO is providing these links to you only for convenience, and the inclusion of any link does not imply endorsement by the SMCSO of the site or any association with its operators.

### NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the SMCSO social media platforms, you warrant to the SMCSO that you will not use the SMCSO social media platforms for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the SMCSO social media platforms in any manner that could damage, disable, overburden, or impair any of the SMCSO social media platforms or interfere with any other party's use and enjoyment of the SMCSO social media platforms. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the SMCSO social media platforms.





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### USE OF COMMUNICATION SERVICES

The SMCSO social media platforms may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may apply to any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

The SMCSO has no obligation to monitor the Communication Services. However, the SMCSO reserves the right to review materials posted to a Communication Service and to remove any materials at its sole discretion. The SMCSO reserves the right to terminate your access to any or all of the Communication Services or any SMCSO social media platforms at any time without notice for any reason whatsoever. The SMCSO reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request or to edit, refuse to post, or remove any information or materials, in whole or in part, in the SMCSO's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The SMCSO does not control or endorse the content, messages, or information found in any of our social media platforms and, therefore, the SMCSO specifically disclaims any liability with regard to the





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Communication Services/ social media platforms and any actions resulting from your participation in any Communication Service or social media platform. Managers and hosts are not authorized SMCSO spokespersons, and their views do not necessarily reflect those of the SMCSO. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO THE SMCSO OR POSTED AT ANY OF THE SMCSO SOCIAL MEDIA PLATFORMS The SMCSO does not claim ownership of the materials you provide to any SMCSO social media platform (including feedback and suggestions) or post, upload, input or submit to any SMCSO social media platform or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting the SMCSO, its affiliated companies, and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission as provided herein. SMCSO is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the SMCSO's sole discretion. By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

LIABILITY DISCLAIMER: The information, software, products, and services included in or available through the SMCSO social media platforms may include inaccuracies, typographical errors, or other limitations. Changes are periodically added to the information herein. The SMCSO and/or its suppliers may make improvements and/or changes in the SMCSO social media platforms at any time. Information received via the SMCSO social media platforms should not be relied upon for personal, medical, legal, or financial decisions, and you should consult an appropriate professional for specific advice tailored to your situation. SMCSO and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services, and related graphics contained on the SMCSO social media platforms for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind.





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The SMCSO and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability fitness for a particular purpose, title, and non-infringement. To the maximum extent permitted by applicable law, in no event shall the SMCSO and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the SMCSO social media platforms, with the delay or inability to use the SMCSO social media platforms or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the SMCSO social media platforms or otherwise arising out of the use of the SMCSO social media platforms, whether based on contract, tort, negligence, strict liability or otherwise, even if the SMCSO or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the SMCSO social media platforms or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the SMCSO social media platforms.

**TERMINATION/ACCESS RESTRICTION** The SMCSO reserves the right, in its sole discretion, to terminate your access to the SMCSO social media platforms and the related services or any portion thereof at any time, without notice. **GENERAL** To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maryland, U.S.A., and you hereby consent to the exclusive jurisdiction and venue of courts in St. Mary's County, Maryland, U.S.A. in all disputes arising out of or relating to the use of the SMCSO social media platforms. Use of the SMCSO social media platforms is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and SMCSO as a result of this agreement or the use of the SMCSO social media platforms. The SMCSO's performance of this agreement is subject to existing laws and legal processes, and nothing contained in this agreement is in derogation of the SMCSO's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the SMCSO social media platforms or information provided to or gathered by the SMCSO with respect to such use.







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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 limitations 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. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the SMCSO with respect to the SMCSO social media platforms, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and the SMCSO with respect to the SMCSO social media platforms. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English.

**COPYRIGHT AND TRADEMARK NOTICES:** All contents of the SMCSO social media platforms are Copyrighted by the SMCSO and/or its suppliers. All rights reserved.

**TRADEMARKS** The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

**NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT** Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent.

**ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.** See Notice and Procedure for Making Claims of Copyright Infringement.

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