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User consents to allowing administrative monitoring by CMRTA, 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.

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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 CMRTA 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 CMRTA and CMRTA, 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 CMRTA's website only for the transmission or receipt of messages or information that are related to the business of CMRTA. 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 thereto or has received all necessary consents;
- (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 CMRTA'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 pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

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### **Indemnity**

User agrees to indemnify CMRTA, 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 relating to the use of this website. Use of this website is unauthorized in any 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 CMRTA (and its contractors and agents) with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and CMRTA 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.