

TOWN OF ISLIP ONLINE TAX COLLECTION SYSTEM
TERMS AND CONDITIONS

This agreement (hereinafter “Agreement”) between you and the Town of Islip governs your use of the Town of Islip Online Tax Collection System (hereinafter “Online Tax Collection System”). Accordingly, please read the following terms and conditions carefully. By clicking “Agree,” you agree that these terms will apply if you choose to access or use the Online Tax Collection System and represent and warrant that: (1) you are 18 years of age or older/of legal age to enter into a binding agreement; and (2) if you are acting on behalf of a corporation, limited liability company, or any other type of legal entity, you have the right, power, and authority to enter into this Agreement on behalf of such entity and bind such entity to its terms.

1. As a registered user of the Online Tax Collection System, you must establish an account. You are solely responsible for maintaining the confidentiality and security of your account and for all activities that occur on or through your account, and you agree to immediately notify the Town of Islip of any security breach of your account.
2. In order to use the Online Tax Collection System, you must enter your e-mail address and password to login to your account. You agree to provide accurate and complete information when you register your account, and you agree to update your account information to keep it accurate and complete. Failure to provide accurate, current, and complete account information may result in the suspension and/or termination of your account. You agree that the Town of Islip may store and use the account information you provide for use in maintaining your account.
3. The Town of Islip may at any time, and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Online Tax Collection System. Cause for such termination or suspension shall include: (a) return of an electronic check for any reason including but not limited to failure to clear due to insufficient funds; (b) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Online Tax Collection System; (c) a request by you to cancel or terminate your account; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Online Tax Collection System to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; or (h) if there is a general discontinuance of the Online Tax Collection System or any part thereof. Any such termination or suspension shall be made by the Town of Islip in its sole discretion, and the Town of Islip will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Online Tax Collection System.
4. Nothing in this agreement shall be construed to convey to you any interest, title, or license in any e-mail address, domain name, or similar resource used by you in connection with the Online Tax Collection System.
5. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Online Tax Collection System (or any part thereof) for any purpose. You agree that you will not upload, post, e-mail, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit

the normal operation of the Online Tax Collection System (or any part thereof), or any other computer software or hardware.

6. Certain components or features of the Online Tax Collection System may include links to third-party websites or resources. As the Town of Islip has no control over such third party sites, you acknowledge and agree that the Town of Islip: (1) is not responsible for the availability of such sites or resources; (2) does not endorse or warrant the accuracy of any such sites or resources; and (3) shall in no way be liable or responsible for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such sites or resources.
7. The Town of Islip may provide you with notices regarding the Online Tax Collection System, including changes to this Agreement, by e-mail to the e-mail address associated with your account, by regular mail, or by postings on the Town of Islip's website and/or the Online Tax Collection System.
8. This Agreement and all use of the Online Tax Collection System shall be governed by the laws of the State of New York and any and all applicable Federal laws of the United States of America. You agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Suffolk, New York, to resolve any dispute or claim arising from this Agreement.
9. The Town of Islip does not guarantee, represent, or warrant that your use of the online tax collection system will be uninterrupted or error-free. You understand and agree that the Online Tax Collection System is provided on an "as is" and "as available" basis. The Town of Islip, and its officers, employees, and agents expressly disclaim all warranties of any kind, whether express or implied, including but limited to non-infringement of any third party intellectual property rights. The Town of Islip does not represent or guarantee that the online tax collection system will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and the Town of Islip disclaims any liability relating thereto. Any use of the Online Tax Collection System is at your own discretion and risk, and you will be solely responsible for any damage to your computer, device, or loss of data that results from your use of the Online Tax Collection System.
10. You understand and agree that to the fullest extent permitted by applicable law, the Town of Islip, its officers, employees, and agents shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from: (1) the use or inability to use the Online Tax Collection System; (2) any changes made to the Online Tax Collection System; (3) any temporary or permanent termination of the Online Tax Collection System or any part thereof; (4) the unauthorized access to or alteration of your account information or data; or (5) any other matter relating to the Online Tax Collection System.
11. You understand and agree that you are responsible for all use of your Online Tax Collection System account, and that this Agreement applies to any and all usage of such account. Furthermore, you agree to defend, indemnify and hold the Town of Islip, its officers, employees, and agents harmless from any claim, including attorneys' fees, relating to or arising from: (1) your use of the Online Tax Collection System; (2) any violation by you of this Agreement; (3) your violation of any rights of another; (4) any and all claims arising from usage of your Online Tax Collection System account, whether or not such usage is expressly authorized by you. This indemnity provision applies to all violations described

in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Online Tax Collection System.

12. You acknowledge and agree that the Town of Islip owns all legal right, title and interest in and to the Online Tax Collection System, including but not limited to graphics, user interface, the scripts and software used to implement the Online Tax Collection System, and any software provided to you as a part of and/or in connection with the Online Tax Collection System, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Online Tax Collection System contains proprietary and confidential information that is protectable by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Online Tax Collection System in compliance with this Agreement. No portion of the Online Tax Collection System may be reproduced in any form or by any means, except as expressly permitted by the Town of Islip.
13. You agree that you will not interfere with or disrupt the Online Tax Collection System (including accessing the Online Tax Collection System through any automated means, such as scripts or web crawlers), or any servers or networks connected to the Online Tax Collection System, or any policies, requirements, or regulations of networks connected to the Online Tax Collection System (including any unauthorized access to, use or monitoring of data or traffic thereon). You agree that you will not plan or engage in any illegal activity and/or gather and store personal information on any other users of the Online Tax Collection System to be used in connection with any of the foregoing prohibited activities.
14. You agree to use the Online Tax Collection System only for purposes permitted by this Agreement and only to the extent permitted by any applicable law or regulation. If your use of the Online Tax Collection System or other behavior intentionally or unintentionally threatens the Town of Islip's ability to provide the Online Tax Collection System or the Town of Islip's other systems, the Town of Islip shall be entitled to take all reasonable steps to protect the Online Tax Collection System and other systems, which may include suspension or termination of your access to the Online Tax Collection System. The Online Tax Collection System, or any feature or part thereof, may not be available in all languages and the Town of Islip makes no representation that the Online Tax Collection System, or any feature or part thereof, is available for use in any particular location. To the extent you choose to access and use the Online Tax Collection System, you do so at your own initiative and are responsible for compliance with any applicable laws.
15. The Town of Islip reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Online Tax Collection System. The Town of Islip will use its best efforts to give you 30 days' advance notice of any material adverse change to the Online Tax Collection System or applicable terms of Online Tax Collection System, unless it would not be reasonable to do so due to circumstances arising from legal or regulatory action, a natural disaster, a catastrophic event, war, or other similar occurrences outside of the Town of Islip's control.

This Agreement constitutes the entire agreement between you and Town of Islip and replaces any prior agreements between you and Town of Islip in relation to the Online Tax Collection System. If any part of this Agreement is held to be invalid or unenforceable, that portion shall be construed

in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Town of Islip to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.