



## Privacy & Security Policy

Welcome to the North Miami Beach Public Library, and thank you for reviewing our privacy policy! This policy details what personal information the Library collects online and how it is used in our operations.

### Automatically Collected & Stored Information

The Library **does not** collect personal information about you when you visit our website. Instead, the website collects statistical data, such as:

- The date and time the site was visited
- Which pages were visited
- What kind of search was performed in the catalog (for example, a title search)
- How many times each database was visited
- How many times someone logged into their Library account

This information does not identify you personally and cannot be used to identify you as a private individual. Library staff do not have access to any identifying information due to your visit to the website.

### Passwords

You must create accounts and/or passwords in order to access some database services and information. Once you have done so, please keep your passwords in a private location and do not share them with others to ensure that your account remains secure.

Library staff **do not** have access to any passwords or credentials you create; they cannot view them, reset them, or otherwise interact with them in any way. If you lose your password to a Library database or service, follow password reset instructions on that service's site.



## **Site Security**

In order to keep our website secure and ensure that online services remain available to all users, the Library's computer system employs commercial software programs that monitor network traffic to identify unauthorized attempts to upload unsanctioned information, change existing information, or otherwise cause damage to the website or its data.

Except for authorized law enforcement investigations, the Library makes no other attempts to identify individual users or track their usage habits. Raw data logs of statistical data are used for no other purposes and are scheduled for regular destruction in accordance with Florida State guidelines for records management and retention.

Unauthorized attempts to upload or change information on the Library website or associated digital services are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act.

## **External Website Links**

The Library website contains curated links to other websites with educational and informational content. Once you have left the Library's website, you are no longer covered by the Library's Privacy & Security Policy and are subject to the privacy rules and policies of the new site you are visiting.

## **Liability Disclaimer & User Agreement**

### *General*

The North Miami Beach Public Library website is offered to you, the user (User), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of this site constitutes acceptance of these terms and conditions.



North Miami Beach Public Library's website is provided as a public service. The North Miami Beach Public Library reserves the right to offer this website directly to you and through its authorized agents and contractors. The general public may use this system to review and retrieve information about library holdings, search databases and view their individual accounts, etc. User agrees to use this website as permitted by applicable local, state, and federal laws. User agrees therefore not to: 1) knowingly and without authorization alter, damage, or destroy the North Miami Beach Public Library's, its contractors,' or another user's computer system, network, software, program, documentation, or data contained therein; 2) use this service to conduct or attempt to conduct any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this website by other users will be deemed an unauthorized use.

Anyone using this system expressly consents to administrative monitoring at all times by the North Miami Beach Public Library and its authorized agents and contractors. You (User) are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. IF YOU (USER) DO NOT WISH TO CONSENT TO MONITORING, EXIT THIS SYSTEM NOW.

*Disclaimer of Liability and Reliability:*

Every effort has been made to offer the most current, correct, and clearly expressed information possible on our website. Nevertheless, inadvertent errors in information may occur. The North Miami Beach Public Library and its authorized agents and contractors disclaim any responsibility for typographical errors and accuracy of the information that may be contained on the North Miami Beach Public Library webpages. The information is subject to change without notice to the User. The North Miami Beach Public Library and its authorized agents and contractors make no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, or timeliness of such information and data.

In any situation where the official printed publications of the North Miami Beach Public Library differ from the text contained in this system, the official printed documents take precedence. THE SERVICES, INFORMATION, AND DATA MADE AVAILABLE AT THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. THE NORTH MIAMI BEACH PUBLIC



LIBRARY AND ITS AUTHORIZED AGENTS AND CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR FUNCTIONALITY OF THIS WEBSITE, ITS SUITABILITY FOR USE, OR THAT THIS WEB SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

### *Links to Third-Party Web Sites*

There are links and pointers to third-party internet websites contained in the North Miami Beach Public Library's website. These sites linked from the North Miami Beach Public Library's website are not under the Library's control. The North Miami Beach Public Library and its authorized agents and contractors do not assume any responsibility or liability for any information, communications, or materials available at such linked sites, or at any link contained in a linked site. The North Miami Beach Public Library and its authorized agents and contractors do not intend these third-party links to be referrals or endorsements of the linked entities by the Library and are provided for convenience only. Each individual site has its own set of policies about what information is appropriate for public access. User assumes sole responsibility for use of third-party links and pointers.

### *Disclaimer of Damages*

By using the North Miami Beach Public Library webpages, the User assumes all risks associated with the use of this site, including any risk to User's computer, software, or data being damaged by any virus, software, or any other file which might be transmitted or activated via the North Miami Beach Public Library webpage, this site, or User's access to it. THE NORTH MIAMI BEACH PUBLIC LIBRARY AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON THE NORTH MIAMI BEACH PUBLIC LIBRARY WEBSITE OR WITH THE DELAY OR INABILITY TO USE THIS WEBSITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THIS WEBSITE OR OTHERWISE ARISING OUT OF THE USE OF THIS WEBSITE WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE NORTH MIAMI BEACH PUBLIC LIBRARY AND/OR ANY OF ITS AUTHORIZED AGENTS, CONTRACTORS,



EMPLOYEES, OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. The North Miami Beach Public Library and its authorized agents and contractors shall not be liable for any loss or injury caused in whole, or in part, by their actions, omissions, or contingencies beyond their control, including procuring, compiling, or delivering the information, or arising out of any errors, omissions, or 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 the North Miami Beach Public Library and its authorized agents and 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 the North Miami Beach Public Library, and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

#### *Indemnity*

As a condition of use of the North Miami Beach Public Library's website, the User agrees to indemnify the North Miami Beach Public Library, its City Council, Library Advisory Board, employees, 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 Florida, USA, in all disputes arising out of or relating to the use of this website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.



The North Miami Beach Public Library's performance of this Agreement is subject to existing laws and legal process and nothing contained in the Agreement is in derogation of the North Miami Beach Public Library's right to comply with law enforcement requests or requirements relating to the User's use of this website or information provided to or gathered by the North Miami Beach Public Library with respect to such use.

### *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.

### *Closing of Agreement*

This Agreement constitutes the entire agreement between the User and the North Miami Beach Public Library (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 the North Miami Beach Public Library 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. A printed version of this Agreement and of any notice given in electronic form will 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.

Any rights not expressly granted herein are reserved.