STATE EMERGENCY RESPONSE TEAM Florida Virtual Business EOC Terms of use agreement



Florida Division of Emergency Management 2555 Shumard Oak Blvd Tallahassee, FL 32399 www.Floridadisaster.org

Florida Virtual BEOC/ESF 18 Security Agreement

This User Agreement ("Agreement") shall govern your ("Recipient") use of login IDs and passwords (collectively "Account or Accounts") for access to certain Florida Division of Emergency Management ("FDEM") websites, systems and/or applications (Systems/Apps").

Terms of Account Use

- Except as expressly written below, this Agreement incorporates all the terms and conditions between FDEM and Recipient. FDEM will provide Recipient with an Account, Username and Password to access and use the FLVBEOC System. The Account, Username and Password are confidential information. Recipient agrees not to disclose any account-related information to any person without the express written permission of FDEM.
- 2. The Account is the property of FDEM alone. FDEM may revoke access rights to the Account at any time, FDEM's sole discretion, without notice to Recipient.
- 3. Recipient agrees it is authorized to use the Account only for accessing the System for the business purpose intended by FDEM. Recipient may not use the Account for any other reason. Recipient agrees to keep confidential any and all Confidential Information received by Recipient or Recipient's employees or agents through the use of the Account or future Accounts, including without limitation, Confidential Information read or communicated to Recipient through the system and any such information Recipient downloads, transfers, or prints from the system. Recipients shall also keep confidential the existence and terms of this Agreement.
- 4. Recipient may be allowed to upload electronic files to the FLVBEOC. Recipient agrees only work related files will be uploaded to the system and that Recipient will make every attempt to insure uploaded files are free of viruses, malware, bots, spam, etc. and that files will not cause harm to the system or other computers connected to the system.
- 5. Recipient agrees that there is no expectation of privacy granted by this agreement and that any file uploaded to the system may be review by FDEM authorized personnel or others as designated by FDEM.
- 6. FDEM will record and store a record of every time the Recipient accesses the system with their Account. RECIPIENT UNDERSTANDS THAT FDEM WILL MAINTAIN A DATABASE OF AREAS RECIPIENT HAS VISITED AND WHAT INFORMATION RECIPIENT HAS VIEWED, DOWNLOADED OR UPLOADED.
- 7. RECIPIENT AGREES TO CEASE USE OF THE ACCOUNT UPON SEVERANCE OF WORKING RELATIONSHIP WITH FDEM AND TO NOTIFY FDEM OF CESSATION OF WORKING RELATIONSHIP.
- 8. FDEM reserves the right to revoke this Agreement, the Account, and use of the system, or revise any of the terms of this Agreement at any time without prior notice to Recipient.
- 9. Recipient agrees that this on-line agreement will be a valid and binding agreement when accepted by FDEM.
- 10. Recipient understands and acknowledges that no license under any patent, copyright, trade secret or other intellectual property right is granted or conferred upon Recipient in this Agreement or by the transfer of any information from FDEM to Recipient as contemplated hereunder, either expressly, by implication, inducement, estoppels, or otherwise, and any license under such intellectual property rights must be express and in writing.