

ELECTRONIC TRANSACTION AGREEMENT

When you provide a user name and password to initiate electronic transactions with the District, you are establishing an Electronic Account that enables you to send and receive documents and information electronically to and from the District. By creating this Electronic Account, you agree to the following terms and conditions for conducting electronic transactions with the District. Please read the entire agreement and make sure you understand it before accepting it. If you do not agree with the following terms and conditions, then you will need to apply for a permit or license or provide compliance data on paper and physically submit such application or compliance data by regular mail or other delivery to the appropriate District office.

1. Required Information. All required information fields must be filled in before an application or compliance data can be submitted electronically to the District. All required attachments must be included where indicated and be in an acceptable format as specified before the application or compliance data can be electronically submitted to the District.
2. Fee Payment. Payment of the application fee is required at the time an application is submitted on-line to the District. On-line payment of application fees can be processed through use of a credit card, a debit card with a Visa® or Mastercard® logo, or through submittal of payment at a District office for which you will be provided a receipt number to enter during the on-line payment process. Please note that payment by credit/debit card is provided as a service for which a nonrefundable convenience fee may be charged by the credit handler for use of this service.
3. Receipt of Electronic Application or Compliance Data. Electronic transactions with the District comply with the Uniform Electronic Transaction Act, Section 668.50, Florida Statutes. Accordingly, an electronic record is considered to be received by the District when the record enters the District's information processing system designated for the purpose of receiving the electronic record and from which the District is able to retrieve the electronic record in a form capable of being processed by that system. Electronic records that you send to the District must be capable of being retained by the District at time of receipt. An electronic record is not considered capable of retention by the District if you (or your information processing system) inhibit the ability of the District to print or store the electronic record. Following District receipt of your submittal, you may receive confirmation that your application or other submittal has been received. Receipt of an electronic acknowledgement from the District's information processing system establishes that a record was received, but by itself does not establish that the content sent corresponds to the content received.

Electronic submittals received after 5:00 P.M. on a District regular business day or

received on a holiday, weekend day or other day that the District's offices are closed will be deemed received on the District's next regular business day.

4. Public Access to E-mails and E-mail Addresses. Under Florida law, e-mail correspondence and e-mail addresses received by the District are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to the District. Instead, contact the District by phone or in writing. Your electronic application and data submittals also are public records.
5. Errors in Submittals. By electing to submit a permit or license application or compliance data electronically, you are responsible for any delay, disruption or interruption of the electronic signals and readability of the document, and you accept the full risk that the District may not receive the submittal, may not receive the submittal on time, or may receive the submittal with errors. You are responsible for preventing and correcting all errors in your submittal, including any errors in information or data that may be initially supplied by or pre-filled in by the District. Before submitting an application, compliance data or other electronic submittal, you will have an opportunity to review the information being submitted and to correct it or notify the District of any errors. If you discover errors in the submitted material after it is sent to the District, you agree to notify the District as soon as possible of any errors in the submittal.
6. Change in E-mail Address Information. You are responsible for notifying the District of any changes in your e-mail address. Failure to do so may result in your inability to submit data electronically to the District or to receive notices from the District concerning applications, compliance data or other information and may result in the closure of your Electronic Account.
7. Electronic Signature. An electronic signature shall have the same force and effect as a written signature. A record is electronically signed if an electronic signature is attached to or logically associated with such record and is executed or adopted by a person with the intent to sign the record. For electronically submitted applications and compliance documents, typing your name in the signature block and/or clicking "I Agree" or "I Accept" or "Yes" (depending upon the application or record being submitted) when prompted as part of the applicant signature/certification process will constitute your legally binding electronic signature. When more than one signature is required on an application or other submittal, you agree to provide an attachment which contains the other required handwritten signature(s). The submittal of a person's handwritten signature, scanned in as an attachment to an electronically submitted document, also constitutes a legally binding electronic signature.

By providing your electronic signature on a document submitted electronically to the District, you are certifying that the information contained in the document is true and accurate and that any document submitted as an attachment is a true and accurate copy

of the original document. By providing your electronic signature on a permit or license application, you further certify that you have the legal authority to undertake the activities described in the application and to execute the application. For those permit applications or permit compliance data that may be submitted by you in the capacity of an agent on behalf of the applicant/permittee, your electronic signature also certifies that you are a legally authorized agent of the applicant/permittee and have a writing signed by the applicant/permittee which documents your authorization to submit and sign the permit application or compliance data as an agent of the applicant/permittee. You may be required to attach a copy of the written agent authorization.

Well contractors are cautioned that allowing any other person to use your well contractor's license constitutes grounds for which disciplinary action may be taken by the District, pursuant to Section 373.333(4)(c), F.S. Further, Section 373.336(1), F.S., provides that it is unlawful for any person to practice water well contracting without an active water well contractor's license or to present as his or her own the license of another.

8. Electronic Notices. By applying for permits or licenses on-line, you agree to accept electronic notices from the District (such as notices of receipt of permit applications, notices of agency action on applications, requests for additional information as part of a permit or license application on-line submittal, or notices concerning permit/license compliance matters). You will receive such notices electronically at the e-mail address provided to the District and will not receive such notices by U.S. mail. If you instead wish to receive notices by regular U.S. mail, you must submit a written request to the District to receive such notices by regular U.S. mail. If you have signed up to receive notices from the District electronically, you are responsible for promptly updating your Electronic Account information to reflect changes in telephone number, e-mail address or mailing address. If the District is unable to send a notice electronically to the e-mail address you have provided, or the District discovers any errors in your telephone number, e-mail address or mailing address, the District may stop sending electronic notices to you and may close your Electronic Account.

I accept the above conditions