

# TOWN OF PARKER

## Parker Public Library

### Public Wireless Access Acceptable Use Agreement

**By using the Parker Public Library's Public Wireless Network, you are agreeing and acknowledging you have read and accepted the terms and conditions of use of this Agreement.**

**If you do not agree to be bound by these terms, immediately stop the use of this Public Wireless Network.**

#### **USER'S ACKNOWLEDGEMENTS**

You acknowledge:

1. Use of the Public Wireless Network may expose you or your device(s) to risks such as hackers or viruses;
2. Parker Public Library does not guarantee the security of the Public Wireless Network;
3. Unauthorized third parties may access your device(s) or files or otherwise monitor your use of the Public Wireless Network;
4. Parker Public Library's ability to provide the Public Wireless Network without charge is based on the disclaimers and limitations of liability provisions below;
5. Your use of the Public Wireless Network may be terminated at the Library's discretion for reasons outlined below.

#### **ASSUMPTION OF RISK**

Parker Public Library is not liable to you or any other party for any lack of security resulting from your use of the Public Wireless Network. You agree to and hereby assume all risks including, but not limited to, the risks of damage caused by hackers or viruses arising from, connected to, or resulting from your use of this wireless network. Parker Public Library takes no responsibility and assumes no liability for the configurations, security, or files on any device connecting to this Public Wireless Network or any content uploaded, shared, transmitted, or downloaded by you or any third party, or for anything you may encounter or any data that may be lost or compromised while connected to the Public Wireless Network. Parker Public Library is not responsible for any changes you make to your wireless device's settings.

#### **DISCLAIMERS**

THE PUBLIC WIRELESS NETWORK IS PROVIDED ON AN "AS-IS" BASIS AND YOU AGREE TO USE IT AT YOUR OWN RISK. PARKER PUBLIC LIBRARY HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESSED AND IMPLIED WARRANTIES OR CONDITIONS. PARKER PUBLIC LIBRARY DOES NOT WARRANT THAT THE PUBLIC WIRELESS NETWORK WILL PERFORM AT A PARTICULAR SPEED OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE TOWN OF PARKER OR THE PARKER PUBLIC LIBRARY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR DAMAGES BASED ON ANY CLAIM OF THE USER, OR ANY OF THE USER'S HEIRS, ASSIGNEES, APPOINTEES, OR SUCCESSORS-IN-INTEREST, AND ARISING OUT OF OR AS A RESULT OF THE USER'S USE OF THE PUBLIC WIRELESS NETWORK.

## **INDEMNITY**

YOU AGREE TO HOLD HARMLESS AND INDEMNIFY THE TOWN OF PARKER, THE PARKER PUBLIC LIBRARY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE PUBLIC WIRELESS NETWORK, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL OR CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION, COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE.

## **TERMINATION OF USE**

Use of the wireless network is completely at the sole discretion of the Parker Public Library and your access to this wireless network may be suspended or terminated for a violation of these terms and conditions, actions that may lead to liability for the Town of Parker or the Parker Public Library, disruption by you or another's access to this wireless network, actions by you which violate the rights of others, or actions by you which violate any federal, state or local law.

The Public Wireless Network is provided as a courtesy to allow our visitors access to the internet. Inappropriate use of the Public Wireless Network is not permitted. This Agreement does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that Parker Public Library may at any time use to make a determination that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others.
- Users must respect the integrity of our network and any other public or private computing and network systems.
- Use of the Public Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited.
- The Public Wireless Network may not be used in a manner that precludes or hampers access by other users to the Public Wireless network or any other networks.
- Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host or network.

## **SEVERABILITY**

THIS AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA. IF FOR ANY REASON A COURT OF COMPETENT JURISDICTION FINDS ANY PROVISION OR PORTION OF THIS AGREEMENT TO BE UNENFORCEABLE, THE REMAINDER OF THE AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT.

## **NO WAIVER**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE USER AND THE PARKER PUBLIC LIBRARY AND SUPERSEDES AND REPLACES ALL PRIOR UNDERSTANDINGS OR AGREEMENTS, WRITTEN OR ORAL, REGARDING THE PUBLIC WIRELESS NETWORK. ANY WAIVER OF ANY PROVISION OF THIS AGREEMENT WILL BE EFFECTIVE ONLY IF IN WRITING AND SIGNED BY THE LIBRARY MANAGER.