



Wireless Connectivity Policy Terms of Service and Acceptable Use

Access to the Service

The Service is a free public service provided by the Yarmouth Town Libraries. Your access to the Service is completely at the discretion of the Yarmouth Town Libraries, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for the Yarmouth Town Libraries or the citizens of the Town of Yarmouth, disruption of access to other Users or networks, and violation of applicable laws or regulations. Children under 14 must have their parent or legal guardian sign a consent form **before** using our wireless service. The Yarmouth Town Libraries may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

Limitations

Printing is not possible through the wireless network –files may be saved to a floppy disk or recordable CD-ROM, or emailed to a web-based account, and then printed from one of our Internet Public workstations.

Listening to audio on the wireless network is restricted to the use of personal headphones.

Library staff is not trained to service or configure computer equipment, and cannot accept the liability of handling personal property.

Acceptable Use of the Service

The Yarmouth Town Libraries support the free flow of information and ideas over the Internet. Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the Yarmouth Town Libraries, the residents of the Town of Yarmouth, or any third party.

The use of the Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes on or misappropriates the intellectual property rights of others, including, but not limited to, patents, copyrights, trademarks, service marks, trade secrets, or any other

proprietary right of any third party.

Obscene or Indecent Speech or Materials

Using Yarmouth Town Libraries System's WiFi network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Yarmouth Town Libraries will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

Defamatory or Abusive Language

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mail-bombing, or denial of service attacks or like matters. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.

Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Other Illegal Activities

Using the Service in violation of applicable local, state and federal laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as

part of a service or product created for resale.

Notice of Violations of the AUP

The Yarmouth Town Libraries requests that anyone who believes that there is a violation of the AUP direct the information to: syarmouth@clamsnet.org

Agent to Receive Notification of Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Service infringes your copyright, you (or your agent) may contact Yarmouth Town Libraries, Massachusetts.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that Yarmouth Town Libraries does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that for the Yarmouth Town Libraries to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and that it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY , OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL THE YARMOUTH TOWN LIBRARIES SYSTEM, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT THE YARMOUTH TOWN LIBRARIES MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$1. THE LIMITATIONS,

EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Attorney's Fees

In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

Governing Law

This agreement shall be governed, interpreted and construed according to the laws of the State of Massachusetts.

Venue

Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for the Town of Yarmouth, Massachusetts.

Indemnity

You agree to indemnify and hold harmless Yarmouth Town Libraries, their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or any violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that the Yarmouth Town Libraries may assert under this Agreement or by law.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Yarmouth Town Libraries System's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Yarmouth Town Libraries System's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the Yarmouth Town Libraries with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the Yarmouth Town Libraries with respect to its subject matter and supersedes all prior writings or understanding.