

Wireless Internet Access

Terms of Service and Acceptable Use Policy

Definitions

“HTFL” - Haverford Township Free Library

“Service” - Access to the Internet via HTFL’s Wireless Internet Access System

“Users” - Anyone who uses the “Service”

“AUP” - Acceptable Use Policy

“Terms” - Terms of Service

Terms of Service

Access to the Service

The Service is a free public service provided by HTFL and is available during HTFL’s regular business hours.

Agreement

I understand and agree to comply with all of the following conditions:

I understand that access to the Service is completely at the discretion of HTFL, and access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of the Terms, violation of the AUP, actions that may lead to liability for its owners, disruption of access to other Users or networks, and violation of applicable laws or regulations.

I will comply with all local, state and federal laws, including those related to obscenity, pornography or delivery to minors material deemed harmful to them and HTFL’s policies and procedures.

I understand and acknowledge that the Internet contains information, both written and pictorial, which may be interpreted as offensive or harmful to me or to others.

I understand that the Service has limited filtering.

I understand that the Service is not secure.

I understand that HTFL staff is not able to provide technical assistance and no guarantee can be provided that I will be able to make a wireless connection.

I release HTFL from all liabilities associated with use of the Service.

I understand that I create, store, and use personal files at my own risk and that HTFL is not responsible for the loss of personal electronic documents, disks, and/or files or any damage that may result from the use of the Service to my own computer or equipment.

I understand that failure to comply with HTFL policies and procedures will result in penalties, including suspension of use of the Service and eviction from HTFL.

I understand that HTFL reserves the right to change its policies and procedures, but that individual staff members are not authorized to modify these policies for any user.

HTFL may revise the Terms and AUP at any time. You must accept the Terms and AUP each time you use the Service and it is your responsibility to review it for any changes each time.

By clicking the “I Agree” button below I agree to comply with HTFL’s Terms and AUP (shown below).

Acceptable Use Policy

Acceptable Use of the Service

HTFL supports 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 HTFL, or any third party.

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

- **Spamming and Invasion of Privacy**
Using the Service to send unsolicited bulk and/or commercial messages over the Internet or using the Service for activities that invade others’ privacy.
- **Obscene or Indecent Speech or Materials**
Using the Service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. HTFL 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.
- **Intellectual Property Right Violations**
Using the Service to engage in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- **Hacking**
Using the Service to illegally access or access 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.

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

Using the Service for the creation of and sending Internet viruses, worms, Trojan Horses, ping, flooding, or denial of service attacks, or to distribute information regarding such. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Service or any connected network, system, service, or equipment.

- **Facilitating a Violation of this Agreement of Use**

Using the Service to Advertise, transmit, or otherwise make 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 ping, flooding, denial of service attacks, and piracy of software.

- **Other Illegal Activities**

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

- **Resale**

Using the Service for 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

HTFL requests that anyone who believes that there is a violation of the AUP direct the information to an HTFL staff member on duty or to the HTFL Director.

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 send HTFL's Designated Agent a notice requesting that the item, information or material be removed, or access to it blocked. You can contact HTFL's Designated Agent at: haverford@delco.lib.pa.us.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that 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 HTFL's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this AUP and 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 HTFL, 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 HTFL, THEIR 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 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 HTFL 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 fees and costs.

Governing Law

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

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 Delaware County, Pennsylvania.

Indemnity

You agree to indemnify and hold harmless HTFL, 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 an 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 may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this AUP or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another.

Interpretation

This AUP 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. HTFL's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede HTFL's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by 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 with respect to its subject matter and supersedes all prior writings or understanding.