

Plainville Public Library

Wireless Network and Loanable Technology Terms of Service

The Town of Plainville (the “Town”) and Plainville Public Library (the “Library”) wireless network and loanable technology devices are designed to serve the community. Access to these services is completely at the discretion of the Library Director and staff. Access to these services may be blocked, suspended, or terminated at any time, for any reason, including but not limited to:

- Violation of these terms of service
- Actions that may lead to liability for the Town/Library
- Disruption of access to other users
- Violation of applicable laws or regulations.

The Library may revise these Terms of Service at any time, and it is the responsibility of the user to review it for any changes each time.

NO network communication should be considered private or protected. All communication over Town/Library-owned technology is subject to monitoring. Additionally, media and material stored in the Library’s networks environment are subject to disclosure under Connecticut’s Freedom of Information Law. By using the wireless network and/or loanable technology, the user accepts these Terms of Service.

Filtering

These terms are subject to the Library’s [Internet Safety Policy](#), wherein the user accepts the Library’s compliance with the Children’s Internet Protection Act (CIPA) [Pub. L. No. 106-554 and 47 USC 254(h)] which requires that the Library filters all its computers and devices, and all access to the Internet through its network, to protect against access to obscene visual depictions, child pornography, and/or other material harmful to minors, as required by law. The filter may unintentionally block sites that have legitimate research value and fail to block objectionable content. Users should be aware that Internet filtering software installed for CIPA compliance should not substitute for individual judgment and/or parental involvement and oversight. As the law requires, the Library will disable filtered Internet access to persons 18 or older who request it for bona fide research or any other lawful purposes.

Acceptable Use of Services

The Town and Library neither have nor accept obligation to monitor use of these services, nor does the Town and Library have or accept obligation to edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through these services. Access to these services is conditioned on legal and appropriate use. Any activities conducted online through

these services shall not violate any applicable law or regulation, or the rights of the Town and Library, its hosts, or any third party. The Town and Library cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

The following use/activities are prohibited:

1. **Spamming and invasion of privacy:** Sending of unsolicited bulk and/or commercial messages over the Internet using these services or using these services for activities that invade another's' privacy.
2. **Intellectual Property Rights violations:** Engaging 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.
3. **Obscene or indecent speech or materials:** Using the Library wireless network and/or loanable technology to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. The Town and Library will notify and fully cooperate with law enforcement if either or both entities become aware of any use of these services in any connection with child pornography or the solicitation of sex with minors.
4. **Defamatory or abusive language:** Using these services 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.
5. **Forging of headers:** Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. **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.
7. **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, mailbombing, or denial of service attacks. 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.

8. **Facilitating a violation of these Terms of Service:** Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Service, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
9. **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.
10. **Other illegal activities:** Using these services in violation of applicable law and regulation, 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.
11. **Resale:** The sale, transfer, or rental of these services to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Disclaimer

User acknowledges that (i) these services may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through these services; (iii) that the Town and Library do not guarantee the security of these services, and that unauthorized third parties may access devices or files or otherwise monitor a connection; (iv) that the Town and Library and that its Hosts' ability to provide these services without charge is based on the limited warranty, disclaimer and limitation of liability specified in this section, and it would require a substantial charge if any of these provisions were unenforceable.

These services and any products or services provided on or in connection with these services 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 the Town and Library, 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 user.

No Consequential Damages

Under no circumstances will the Town, Library, its Hosts, 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 user, its appointees or its or their users (including, but not limited to, unauthorized access, damage, or theft of 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 Town, Library, or its Hosts may incur in any action or proceeding exceed \$100. 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.

Indemnity

The user agrees to indemnify and hold harmless the Town, Library, its Hosts, and 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 use of these services, any materials downloaded or uploaded through these services, any actions taken by the user in connection with the use of these services, any violation of any third party's rights or a 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 Town and Library may assert under these Terms of Service or by law.

Interpretation

These Terms of Service shall not be construed as creating a partnership, joint venture, agency relationship, or granting a franchise between the parties. These Terms of Service will be governed by and interpreted in accordance with Connecticut law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment or other modification of these Terms of Service will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of these Terms of Service is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of these terms. The Town and Library performance of these terms are subject to existing laws and legal process, and nothing contained in these terms shall waive or impede The Town and Library's right to comply with law enforcement requests or requirements relating to use of these services or information provided to or gathered by the Town and Library with respect to such use. These Terms of Service constitute the complete and entire statement of

all terms, conditions, and representations of the agreement between the user, the Town, and the Library with respect to its subject matter and supersedes all prior writings or understanding.

Location

This policy is housed on the Plainville Public Library website:

<https://www.plainvillect.com/library/about-us>

A copy of these terms is maintained in the Library Director's office. Updated 08/26/2022