

# Wireless Network Policy

## Access Limitations.

Use of this wireless network is provided as a free service by the City of Oxnard's Oxnard Public Library ("OPL"). By using this wireless network you are agreeing and acknowledging you have read and accepted these terms and conditions of use. You are agreeing that your access to this wireless network is completely at the sole discretion of the OPL and your access to this wireless network may be suspended or terminated by the OPL at any time for any reason.

## User's Obligations.

You agree to provide virus and firewall protection for any device(s) which you will be using to access this wireless network and agree to abide by the OPL Internet Use Policy, which is available for review at the OPL website.

## User's Assumption of All Risks of Use.

You agree to and hereby assume all risks (including, but not limited to, the risks of damage caused by hackers, worms, Trojans or viruses) arising from, connected to or resulting from, in any way, your use of this wireless network. The OPL assumes no responsibility, whatsoever, for the configurations, security or files on any device connecting to this network. Oxnard Public Library is not responsible for any changes you make to your wireless device's settings.

## User's Acknowledgments.

You acknowledge:

1. The use of this wireless network may not be uninterrupted or error-free;
2. Use of this wireless network may expose you or your device(s) to risks such as hackers, worms, Trojans, viruses, or similar risks;
3. The OPL does not guarantee the security of this wireless network;
4. The OPL's ability to provide this wireless network without charge is based on the disclaimers and limitations of liability provided in the Disclaimers and Limitation of Liability paragraphs (below);
5. Provision of this wireless network may be terminated at any time and for any reason by the OPL, in its sole and absolute discretion..

**Disclaimers.**

This wireless network and any products or services provided on or in connection with this wireless network are provided on an as is and as available basis. The OPL is not able to provide technical assistance to you, and there is no guarantee that you will be able to make a wireless connection.

**Limitation of Liability.**

Under no circumstances will the City of Oxnard, the OPL, or any of their officers, directors, employees, agents or affiliates be liable for any legal damages (whether based on tort, breach of contract or equitable theories) 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 this wireless network.

**Indemnification.**

You agree to indemnify and hold harmless the City of Oxnard, the OPL, and each of their suppliers, licensors, officers, directors, employees, agents or affiliates from any claim, lawsuit, liability, loss, damage, cost, expense or attorney's fees arising out of or relating to any actions initiated or caused by you while using this wireless network.

**Severability.**

If any provision of these terms and conditions is held to be unenforceable, such holding will not affect the validity of any of the other provisions of these terms and conditions.