

Sarasota County Government Wireless Internet Access - Unplugged
Terms of Service and Acceptable Use Policy

Sarasota County Government ("Sarasota County" or Unplugged) is pleased to offer free wireless Internet access within Sarasota using 802.11b and 802.11g Wi-Fi devices for Internet browsing (the "Service").

You may use the Service only if you agree to the following terms of service ("Agreement") each time you access the Service. If you agree with and accept the Agreement, please indicate your acceptance by checking the box at the bottom of this text: "Accept." If you do not agree with what you read below, then you can close your web browser and access will be denied.

Access to the Service

Your access to the Service is completely at the discretion of Sarasota County and may be blocked, suspended, or terminated with or without notice at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Sarasota County, disruption of access to other Users or networks, and violation of applicable laws or regulations. Sarasota County 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.

Use of the Service

Your access to the Service is conditioned on your legal and appropriate use of the Service. Although Sarasota County has and accepts no obligation to monitor your use of the Service or edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through the Service, it reserves the right to do so without notice at its own discretion. As a user, you understand that this is an unsecured and unencrypted connection to the Internet and that you should take appropriate security precautions. You acknowledge that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity who originated the Content. This means that you are entirely responsible for all Content that you post, email or otherwise transmit via the Service. Sarasota County does not control the Content available through the Service and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Sarasota County is not liable in any way for Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service. - You are responsible for obtaining or providing all equipment necessary to access the Service. Sarasota County staff shall not provide technical support for any private equipment.

You agree that your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation, including any rules, regulations and policies applicable to any network, server, database, web site or Internet Service Provider that you access through the Service or the rights of Sarasota County or any third party.

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

- Spamming and invasion of privacy:
- 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.
- The advertisement, solicitation, transmission, storage, posting, display or other activity which makes available obscene or indecent images or other materials. Sarasota County will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service related to child pornography, solicitation of sex with minors or other illegal uses.

- The transmission, posting, uploading, or other activity which makes available defamatory, harassing, abusive, or threatening material or language, that encourages bodily harm, destruction of property or harasses another.
- The forging or misrepresentation of message headers, in whole or in part, to mask the originator of the message.
- Illegal or unauthorized access to computers, accounts, equipment or networks belonging to another party, or attempted penetration of security measures of another system. This includes any activity used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- Distributing information regarding the creation of and the sending of Internet viruses, worms, Trojan Horses, pingging, flooding, mail bombing, or denial of service attacks.
- Activities that disrupt the use of or interfere with the ability of others to use the Service.
- Advertising, transmitting, or otherwise making available any software, hardware or service designed to violate this Agreement, including the facilitation of spam, initiation of pingging, flooding, mail bombing, denial of service attacks, and piracy of software.
- Transferring technology, software, or other materials in violation of export laws and applicable regulations.
- Using the Service in violation of applicable 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.
- Selling, transferring or renting the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Public Records Notification-:

Any information provided by you to Sarasota County, including but not limited to feedback, questions, comments, and suggestions is non-confidential and subject to the Florida public record law. Sarasota County has no obligation of any kind with respect to such information and is free to reproduce, use, and disclose the information to others without limitation. In addition, records of usage of the service, including the number of users, length of the session, and sites visited may become public records subject to public inspection pursuant to the law.

Disclaimer Regarding Sites Visited:

The Service provided is access to the Internet. Therefore, Sarasota County makes no representations concerning content on the Internet. There are risks in using any information, software, services or products found on the Internet. It is your obligation to understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet.

Disclaimer:

You acknowledge that: (i) the Service may not be uninterrupted or error-free; (ii) the signal may vary from one location to another and the speed may vary; (iii) viruses or other harmful applications may be available through the Service; (iv) Sarasota County does not guarantee the security of the Service; (v) unauthorized third parties may access your computer or files or otherwise monitor your connection; and (vi) Sarasota County's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability set forth herein and it would require a substantial charge if any of these provisions were unenforceable.

THE SERVICE IS 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 SARASOTA COUNTY (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.

No Consequential Damages:

UNDER NO CIRCUMSTANCES WILL SARASOTA COUNTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE (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 SARASOTA COUNTY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. NOTHING HEREIN SHALL CONSTITUTE A WAIVER OF SARASOTA COUNTY'S RIGHT OF SOVEREIGN IMMUNITY.

Indemnity:

You agree to indemnify and hold harmless the Sarasota County, and its 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 in violation of law or regulation, or any breach of this agreement. This action will not be construed to limit or exclude any other claims, remedies and/or affirmative defenses that Sarasota County may assert under this Agreement or by law.

Governing Law and Other Miscellaneous Terms:

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Florida law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Sarasota County in the State of Florida and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and Sarasota County relating to the subject matter herein and shall not be modified by you except in writing, signed by both parties. Sarasota County's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Sarasota County's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Sarasota County with respect to such use. The Terms of Service will inure to the benefit of Sarasota County, its assigns and licensees.