



Town of Lexington

Municipal Wireless Network Use Disclaimer

Disclaimer of Policy, Warranties and Limitation of Liability for Public Wireless Internet Access Provided by the Town of Lexington

Wireless internet access ("WiFi") is provided on an "as is" and "as available" basis. The Town of Lexington (the "Town") does not warrant the availability or quality of WiFi service in any way. The WiFi is a free convenience offered for lawful use within some of the Town's facilities.

The Town is providing WiFi only as a courtesy. WiFi may not be available at all times or in all municipal facilities. The Town is not required to provide any technical support to any user attempting to access or using the Town's WiFi. This limited WiFi service should be used for occasional access to the internet only, and should not be relied on as a person's only means of internet access.

Users should be aware that there are security, privacy and confidentiality risks inherent in any wireless communications and the Town does not make any assurances, representations or warranties regarding such risks. No information you consider confidential should be transmitted via this WiFi network. By using this network, you agree to be solely responsible for the content of all information you disseminate.; By using this WiFi, you also agree that the Town is not liable for any costs or damages, special, incidental, consequential or otherwise, arising from the use of this service.

The Town reserves the right to audit, monitor, intercept, log and control use of the WiFi to ensure policy compliance and quality of service. The Town also reserves the right to deny or restrict access to any user who abuses the network by (1) attempting to use a large amount of the WiFi bandwidth or (2) by using the network for any type of activity or purpose deemed by the Town in its sole discretion to be unlawful, harassing, abusive, criminal or fraudulent, including, without limitation uses that may violate the Digital Millennium Copyright Act.

The Town further reserves the right to report and disclose any use over its WiFi to the appropriate authorities, and to provide user information, use records and other related information to such authorities.

By using the free WiFi internet service provided by the Town, you acknowledge that you understand and agree to the terms and conditions in the disclaimer set forth above. By using the WiFi, you agree to indemnify and hold harmless the Town 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 WiFi, any materials downloaded or uploaded through the WiFi, any actions taken by you in connection with your use of the WiFi, 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 of the Town.

This Policy and Agreement is governed by the laws of the Commonwealth of Massachusetts, and the ordinances, policies, rules, regulations and requirements of the Town.