

Notice:

The City of Midlothian provides the public with the privilege of using its high-speed internet access service ("Service") subject to these terms of services set forth below. As a condition of accessing this Service, you must agree to the following terms of service ("Terms of Service"). If you do not agree to the Terms of Service you may not access or use the Service. **By clicking to accept or agree to the Terms of Service**, you accept and agree to be bound and abide by the Terms of Service. If you do not want to agree to the Terms of Service, you must not access or use the Service.

The City reserves the right to change, update, or correct the Terms of Service at any time without notice. Your continued use of the Service means that you accept and agree to the revised Terms of Service. If you do not accept the Terms of Service, as amended from time to time, you must disconnect from the Service immediately.

Public Wi-Fi Terms of Service

By using the City of Midlothian's free Wi-Fi Internet Service ("Service"), you agree to be bound by the following terms and conditions ("Terms of Service"), which are a binding agreement between you and the City of Midlothian ("City"). You represent that you are of legal age to agree and be bound by this agreement. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICE.** Continued use of the City's Wi-Fi will be deemed to be agreement to the Terms of Service.

Personal Use Only

You may use the Service for the sole purpose of Internet access as described here. You must immediately notify us of any unauthorized use of the Service or any other security breach. We will give you an IP address each time you access the Service and it may change. You may not use the Service for any other reason, including reselling any aspect of the Service. Other examples of improper activities include, without limitation:

- Modifying, adapting, translating, or reverse engineering any portion of the Service
- Attempting to break security, access, tamper with or use any unauthorized areas of the Service
- Attempting to collect or maintain any information about other users of the Service (including usernames and/or email addresses) or other third parties for any purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- 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
- Distribution of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- 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
- Using Service for any unlawful, harassing, abusive, criminal or fraudulent purpose. We have the right to monitor traffic and log connections for devices using our facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property)

Changes in City of Midlothian Terms of Service; Termination

We may modify or terminate the Service and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate with or without notice.

Please review these Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by City of Midlothian to you shall terminate.

Privacy Notice

You understand and agree that City of Midlothian may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of City of Midlothian or the public.

Your Responsibilities

You understand that Service, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of Service. You agree that you are responsible for providing security measures that are suited for your intended use of Service. For example, you shall take full responsibility for taking adequate measures from safeguarding your data from loss. Also, other than the technology provided by City of Midlothian, you must provide all equipment, technology and software to use Service.

Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND ANY PERSON'S USE THEREOF IS AT HIS/HER OWN RISK. CITY OF MIDLOTHIAN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CITY OF MIDLOTHIAN DOES NOT WARRANT THAT THE SERVICE WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER CITY OF MIDLOTHIAN OR ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND THIRD PARTY REPRESENTATIVES, BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE. In addition, City of Midlothian and its officers, agents, employees, contractors, and third party representatives will not be responsible for any damages, losses, expenses or costs that the user suffers AS A RESULT OF: (i) any interruption or failure of the Services OR Products; (ii) the downloading or use of any information, data or materials obtained via the Services OR FROM THE Internet; (iii) any failure to complete a transaction on the Internet OR USING THE SERVICES or ANY loss of data due to delays, non-deliveries, misdeliveries, or Service interruptions; (iv) ANYTHING BEYOND THE REASONABLE CONTROL OF THE CITY OF MIDLOTHIAN, INCLUDING BUT NOT LIMITED TO any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of Services or Products or combination of Services or Products with other services, products or equipment; (vi) viruses, worms, trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to the user's data, website, computers, or networks.

Indemnity

You agree to hold harmless and indemnify the City of Midlothian, its officers, agents, employees, contractors, third party representatives and invitees from and against any third party claim arising from or in any way related to your use of Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, the City of Midlothian will provide you with written notice of such claim, suit or action.

Miscellaneous Provisions

These Terms of Service will be governed by and construed in accordance with the laws of the State of Texas. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect. These Terms of Service constitute the entire agreement between the parties and supersedes and replaces all prior understandings or agreements, written or oral, regarding the Service. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by the City of Midlothian.