

Disclaimer and User Agreement

Please read carefully and scroll down to Agree to use our service.

This free service is an open network provided for your convenience and its use is at your own risk. It is available to the general public and is NOT INHERENTLY SECURE. The City of Fresno cannot and does not guarantee the privacy of your data and communication while using the service.

There are potentially serious security issues with any computer connected to the Internet without appropriate protections, ranging from viruses, worms, and other programs that can damage the user's computer; to attacks on the computer by unauthorized or unwanted third parties. By using this service, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their own computer system, such as installing current antivirus software and maintaining appropriate firewall protection. For further information on how to protect yourself on this open network consult a security professional.

The user acknowledges and agrees that USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK.

By using the service you also agree to all terms set forth in the following Disclaimer:

Disclaimer

I. Service provided "AS IS." This Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The City of Fresno makes no warranty that the Service or that any information, software, or other material accessible on the service is free of viruses, worms, trojan horses, or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network.

II. Service provided "AS AVAILABLE." The service is provided on an "as available" basis without warranties of any kind, either express or implied, that the service will be uninterrupted or error-free. This includes but is not limited to vagaries of weather, disruption of service, acts of God, warranties of title, noninfringement, NOR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by the City of Fresno, its affiliates, or contractors of the service or their respective employees shall create such a warranty.

III. Limitation of Liability. Under no circumstances shall the City of Fresno, its employees, agents, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services, or merchandise provided on or through the service, or

that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

IV. Indemnity. You agree to indemnify and hold harmless the City of Fresno, including its employees, agents, and contractors thereof, 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 any violation of law or regulation, or any breach of this agreement.

V. Access. The City of Fresno reserves the right to deny or restrict access to any user who abuses the network, such as excessive bandwidth consumption or using the network for any type of activity or purpose deemed by the City to be unlawful, harassing, abusive, criminal, or fraudulent. The City also reserves the right to monitor, intercept, and disclose any transmissions over or using the network, 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 the City's rights, users or property) to appropriate authorities.