



GARLAND

TEXAS MADE HERE

GARLANDPUBLIC WI-FI

GarlandPublic Wi-Fi (the “Service”) is a free public service provided by the City of Garland offering residents and visitors access to high-speed wireless. Your access to the Service is completely at the discretion of the City and your access may be blocked, suspended, or terminated at any time for any reason including, but not limited to, a violation of this Agreement, actions that may lead to liability for the City, disruption of access to other users or networks, or violations of applicable laws or regulations. No network communication over the Service should be considered private or protected. All communication over the Service is subject to monitoring.

TERMS AND CONDITIONS OF SERVICE

Each time you connect to the Service, you agree to be bound by these terms and conditions which are a binding agreement between you and the City of Garland (the “City”). You represent that you are of legal age to agree and be bound to this Agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OR ARE NOT OF LEGAL AGE, YOU MUST IMMEDIATELY STOP USING GARLANDPUBLIC Wi-Fi.

You will need to know how to operate your device. City staff cannot provide assistance or technical support to connect your device to the Service. If you require assistance, you are encouraged to contact the manufacturer or supplier.

By connecting to the Service, you acknowledge that the Service may not be uninterrupted or error-free; viruses or other harmful applications may be available through the Service; and communications over the network may be subject to interception by unauthorized third parties. Your use of the Service is “AS IS” and “AS AVAILABLE” and the City cannot and does not make any general or specific warranties regarding the security, availability, performance or other functionality of the Service. You are responsible for implementing your own security protections while using the Service. The City expressly disclaims any responsibility or liability for your use of the Service and for any lack of security that may result from your use of the Service.

You may use the Service for the sole purpose of accessing the Internet for lawful personal use. You may not use the Service for ANY OTHER REASON. You must immediately notify the City of any unauthorized use of the Service or any security breach.

LIMITATION OF LIABILITY

BY USING GARLANDPUBLIC WI-FI SERVICES YOU ACCEPT ALL RISKS ASSOCIATED WITH SUCH SERVICES. UNDER NO CIRCUMSTANCES SHALL EITHER THE CITY OF GARLAND OR ITS OFFICIALS,

CITY OF GARLAND

PO BOX 469002 GARLAND, TX 75046-9002

972-205-2000

WWW.GARLANDTX.GOV

REPRESENTATIVES, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY DAMAGES, CLAIMS, OR CAUSES OF ACTION ARISING FROM THE PROVISION OF THE SERVICE.

INDEMNITY

You agree to hold harmless and indemnify the City, its officials, representatives, employees, agents or affiliates from and against any third party claim arising from or in any way related to your use of the Service, including any liability, damages or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

CHANGES IN TERMS AND CONDITIONS & TERMINATION

The City of Garland may modify or terminate the Service and these Terms and Conditions and any accompanying policies, for any reason, and without notice. Please review these Terms and Conditions each time you access the Service. Upon any such termination, any and all rights granted by the City to you shall terminate.

MISCELLANEOUS PROVISIONS

These Terms and Conditions of Service will be governed by and construed in accordance with the laws of the State of Texas with venue in Dallas County, Texas. Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or defense which may be asserted by the City of Garland pursuant to law. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Conditions of Service to be unenforceable, the remainder of the Terms and Conditions of Service will continue in force and effect.

These Terms and Conditions of Service constitute the entire agreement between the parties and supersede and replace all other understandings and agreements, written or oral, regarding the Service. Any waiver of any provision of the Garland Public Wi-Fi Terms and Conditions of Service will be effective only if in writing and signed by the City Manager of the City of Garland or his designee.