



MANITOWOC COUNTY COURTHOUSE

Wireless Internet Access

CONDITIONS AND DISCLAIMERS

Your use of the OPENCOURT wireless network constitutes acceptance of the following conditions and disclaimers:

"AS IS" SERVICE. This is not a secure network and this service is provided on an "as is" basis. By using this service, you acknowledge and accept the serious risks associated with public access to the Internet and the public use of an unsecured wireless network. You acknowledge and agree that **YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK.**

"AS AVAILABLE" SERVICE. This service is provided on an "as available" basis without any warranty, express or implied, that it will be available, uninterrupted, or free of errors, viruses, or other harmful elements. Manitowoc County makes no warranty or representation of any kind whatsoever, expressed or implied, about the accuracy or quality of the service, its merchantability, or its fitness for a particular purpose. No information or statement from any agent, employee, official, or officer of Manitowoc County will create such a warranty.

IN-COURT USE. Use of any wireless device in the courtroom is subject to the discretion of the presiding judge. Your use of a wireless device may not cause any disruption or delay in court proceedings. Your use of a wireless device may not become an annoyance to the judge, litigants, jurors, witnesses, staff, or public. If directed by a judge to turn off or close a wireless device, you must do so without hesitation. Wireless devices may not be used to take pictures or make recordings in the courtroom without the court's prior permission. Use of peripheral devices (such as a digital camera, graphic tablet, headphone, joy stick, microphone, printer, projector, scanner, or speakers) is prohibited, unless the judge has granted prior approval. The court may sanction a user who fails to comply with an order regarding the use of a wireless device. The court may prohibit a person from further or future use of a wireless device in the courtroom and may order court security personnel to confiscate any equipment used in violation of the court's order.

NO SUPPORT - NO SECURITY. You must provide your own wireless device and communications software if you wish to use the network. Manitowoc County does not provide technical support, URL filtering, or virus protection for network users. You are solely responsible for protecting your equipment and files from any kind of damage. Manitowoc County does not guarantee the privacy of any network communication.

PROHIBITED ACTIONS. You may not use the network to distribute or use malware, trojan horses, viruses, worms, or other destructive software; forge or misrepresent message headers, in whole or in part, to mask the originator of the message; hack computer, network, or wireless device; infringe, misappropriate, or violate the intellectual property, privacy, publicity, or other proprietary rights of any party; "phish" for personal information; sell or charge any person for access to the network; transmit any abusive, defamatory, harassing, indecent, or obscene material; transmit content that states or implies that it is authorized, endorsed, or sponsored Manitowoc County; transmit unsolicited or unwanted electronic communications, such as chain letters and spam; or violate any ordinance, law, regulation, or rule to encourage or promote any illegal activity.

ACCESS TO COMMUNICATIONS. Manitowoc County does not access, record, or store the content of any communication, data, file, information, or material that you send or receive using the network. However, it reserves the right to monitor, intercept, and disclose any

transmissions over or using the network to protect its property or rights or in response to lawful process, orders, subpoenas, or warrants.

CHANGES IN CONDITIONS AND DISCLAIMERS, OR SERVICE. Manitowoc County reserves the right to make changes in these conditions and disclaimers at any time by posting a copy of the changed conditions and disclaimers in the Clerk of Court's office. Any changes will be effective immediately upon posting.

TERMINATION OF SERVICE. Manitowoc County reserves the right to terminate this service for any reason at any time without notice or liability to any user or any third party.

THIRD PARTY CONTENT - PERSONAL INFORMATION. Manitowoc County exercises no control over third-party content, data, products, or services that are accessible through the network. Sites and services you access using the network may place cookies or other files on your computer, collect data, or solicit personal information from you. For this reason, Manitowoc County assumes no responsibility for any content, data, products, or services accessed using the network or for how those sites and services handle or use your personal information.

LIABILITY WAIVER. By using this service, you agree that Manitowoc County will not, under any circumstance, be liable for consequential, direct, incidental, punitive, special, or any other damages that result in any way from your use of the service; your inability to use the service; the unavailability of the service; your inability to access the Internet or any part of the Internet; any defect, delay, error, failure, interruption, mistake, or omission in the operation of the service; any uploaded or downloaded materials; any damage to or deletion of files; any action you take in connection with your use of the service; or your violation of a third party's rights or of any ordinance, regulation, rule, or law.

INDEMNIFICATION. By using this service, you agree to defend, hold harmless, and indemnify Manitowoc County, its agents, boards, commissions, committees, departments, employees, officials, and officers from and against any and all liability, including actions, causes of action, costs, charges, claims, damages, demands, expenses, fees (including attorney's fees), liens, losses, obligations, penalties, proceedings, and settlements of every kind and character for injury to persons or damage to property arising out of or related to your use of the service; your inability to use the service; the unavailability of the service; your inability to access the Internet or any part of the Internet; any defect, delay, error, failure, interruption, mistake, or omission in the operation of the service; any uploaded or downloaded materials; any damage to or deletion of files; any action you take in connection with your use of the service; or your violation of a third party's rights or of any ordinance, regulation, rule, or law.

MISCELLANEOUS PROVISIONS. These conditions and disclaimers are governed by and will be construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of these conditions and disclaimers to be unenforceable, the remainder of the conditions and disclaimers will continue in full force and effect.

YOUR RESPONSIBILITIES. You are solely responsible for your use of the network in acceptable manner and in compliance with all applicable ordinances, laws, regulations, and rules. You are responsible for any communication, data, file, information, or material that you send or receive using the network. You are responsible for bringing any materials that you need to court and may not rely on the network as means of making materials available in court. You should plan on using a battery for your wireless device. You may use an electrical cord in the courtroom only if its use does not cause safety concerns or delay court proceedings. You are required to direct your attention to court proceedings at all times and to refrain from any distractions caused by the use of your wireless device.