Superior Court of California, Marin County
Wireless Internet Access

The Court provides a free Internet access point or "hot spot" (during normal business hours) for the benefit of Jurors who have computers or other devices capable of receiving wireless signals. This access point will allow users to access the Internet from their computers and other wireless devices when within range of the access point at the Court Facilities.

COURT STAFF WILL NOT PROVIDE TECHNICAL ASSISTANCE. STAFF WILL NOT ASSIST IN MAKING CHANGES TO THE USER'S NETWORK SETTINGS OR PERFORM ANY TROUBLESHOOTING ON THE USER'S OWN COMPUTER OR OTHER WIRELESS DEVICES.

By using this wireless access network the user acknowledges that he/she is subject to, and agrees to abide by, all laws, and all rules and regulations of the State of California and the federal government that are applicable to Internet use.

MARIN COUNTY SUPERIOR COURT WI-FI NETWORK END USER TERMS AND CONDITIONS (T&C) OF USE

1. Acceptance of T&C's by Use. The use of the Wi-Fi Network constitutes your acceptance of the T&C's.

2. Wi-Fi Network Availability. Actual Wi-Fi Network wireless access, coverage, speeds, locations and quality may vary. The Wi-Fi Network is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. The Superior Court of California, County of Marin ("Court") is not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Wi-Fi Network or communications services or networks (e.g., T-1 lines or the Internet). The Court may impose usage limits, suspend access, or block certain kinds of usage in our sole discretion to protect the Wi-Fi Network. The accuracy and timeliness of data transmitted or received is not guaranteed; delays or omissions may occur.

3. Use of Wi-Fi Network. All USERS are expected to use the wireless access in a legal and responsible manner. While using this wireless access, users should not violate federal, State of California, or local laws, including those relating to:

- **The transmission or receiving of any pornography or harmful material** - Accessing or displaying obscene language or sexually explicit graphics or materials is prohibited.

- **Fraud** - All users are prohibited from misrepresenting themselves as another user, attempting to modify or gain access to files, passwords, or data belonging to others, seeking unauthorized access to any computer system, or damaging or altering software components of any network or database.

- **Downloading copyrighted material** - U.S. copyright law prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use." No user may copy or distribute electronic materials without the explicit permission of the copyright holder.

Use of the Wi-Fi Network to access any inappropriate, offensive or disturbing material may result in a permanent ban on future access to the Wi-Fi Network within any Court facility.

4. Disclaimer of Warranties. THE WI-FI NETWORK IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WI-FI NETWORK.

5. Limitation of Liability. The Court shall not be liable for any deficiency in performance caused in whole or in part by the act or omission of the Wi-Fi Network, an underlying carrier or service provider, dealer, equipment or facility failure, network problems, interference, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control. The Court shall not be liable for any damage, privacy violation, etc. to the user's equipment that could occur while using this Wi-Fi Network.

6. Privacy and Security. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and the Court is not liable to you or any other party for any lack of privacy you experience while using the Wi-Fi Network. If you use the Wi-Fi Network in a public location, you understand that others may be able to see and observe your use of the Wi-Fi Network. You understand that the Court Wi-Fi Network web site, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. You agree that you are responsible for providing security measures that are suited for your intended use of the Court Wi-Fi Network web site. For example, you shall take full responsibility for taking adequate measures to safeguard your data from loss.

7. Severability. All terms and provisions of these T&C's are independent of each other. If any term or provision of these T&C's is held to be inapplicable or unenforceable such term or provision shall be construed to reflect the intentions of the Court with the other provisions remaining in full force and effect unless the Court's obligations hereunder are materially impaired, in which event the Court reserves the right to terminate the T&C's and the Wi-Fi Network.

8. Entire Agreement and Applicable Law. The T&C's represents the final and entire agreement between users and the Court regarding the Wi-Fi Network. You represent that you are of legal age and have the legal capacity to agree to the T&C's. The T&C's are governed by the laws of the State of California. Foreign laws do not apply.

ATTENTION JURORS AND PROSPECTIVE JURORS: YOU ARE PROHIBITED FROM CONNECTING TO THIS NETWORK WHILE SERVING AS A JUROR ON THE COURT FLOOR.

As stated above, the use of the Wi-Fi Network constitutes your acceptance of the Terms and Conditions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT USE THIS WI-FI NETWORK. YOU MUST IMMEDIATELY CEASE ALL ACCESS, DISCONNECT FROM THE NETWORK AND TURN OFF YOUR ELECTRONIC DEVICE.