

COURT OF COMMON PLEAS

43rd JUDICIAL DISTRICT,

MONROE COUNTY

INTERNET POLICY FOR EXTERNAL/NON-EMPLOYEE USERS AND TERMS AND CONDITIONS FOR USE

You are about to access the Internet through a wireless Internet access point or “hot spot” (hereinafter “Service”) operated by the Monroe County Department of Information Services (“DIS”) for the Court of Common Pleas, 43rd Judicial District, Monroe County (hereinafter “Court”). The purpose of the Service is to provide free wireless Internet access to attorneys in good standing practicing before the Court (hereinafter “Users”) during normal business hours. Users must use their own computer, tablet, mobile or other portable device capable of receiving wireless signals (hereinafter “Device(s)”) to benefit from the Service. Court and County staff will not provide technical assistance. Staff will not assist in making changes to the User’s network setting or perform any troubleshooting on the User’s own Device(s).

All Users of the Service are subject to the Court’s policies and terms and conditions of use (hereinafter “Rules for Internet Usage”). Users must agree to the Rules for Internet Usage each time the User accesses the Service.

Rules for Internet Usage

Access to the Service

Your access to the Service is completely at the discretion of the Court, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that lead to liability for the Court or the County, disruption of access to other Users or networks or violation of applicable laws or regulations of the Commonwealth of Pennsylvania and the federal government, whether inadvertent or otherwise. The Court may revise the Rules for Internet Usage at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

This is an open wireless network. Please remember: All communication over the Service is subject to monitoring which allows disclosure of any accessed websites.

Acceptable Use of the Service

Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation of the Commonwealth of Pennsylvania or the federal government or the rights of the Court or the County, or any third party. Neither the Court nor the County accepts any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive or illegal communications transmitted through use of the Service. Additionally, you are subject to the following restrictions, conditions, regulations and provisos:

1. Users shall not use the Service to improperly benefit themselves or any other person.

2. Users may find some information on the Internet to be offensive or otherwise objectionable. Neither the Court nor the County has control over and is not responsible for the content of information available on the Internet, whether accessed through the Service or otherwise.
3. Each User will maintain password confidentiality. Users will neither share any Service password with any unauthorized person, nor obtain any other User's password by unauthorized means.
4. No User may access inappropriate websites while using the Service unless otherwise approved by the Court or during the course of trial for the purposes of presenting relevant evidence to the Court and the finder of fact. Inappropriate sites include but are not limited to those related to pornography, drugs, gambling, games, information technology-hacking, information technology-proxy avoidance systems, chat rooms, militancy or extremism, racism or hate, violence and websites promoting illegal activities.
5. Users will be responsible to pay fees associated with downloading resources for which there is a fee.
6. The use of the Service for the following activities is prohibited: spamming and invasion of privacy of others, violating intellectual property law including, but not limited to, copyright or license agreement infringement, transmitting obscene or indecent speech or materials, transmitting defamatory or abusive language, hacking or distribution of internet viruses, worms, Trojan horses, or other destructive activities, misrepresenting oneself as another User or any other person or entity or use of the Service for purposes of attempting or executing other fraudulent acts.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that neither the Court nor the County guarantees the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection and; (iv) that neither the Court nor the County will provide support and/or training related to the use of the network by private individuals.

THE SERVICES AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATION, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE COURT, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, IN WHICH CASE, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL THE COURT OR THE COUNTY, ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORSEEABLE, BASED ON CLAIMS OF A CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Limitation of Liability

NEITHER THE COURT NOR THE COUNTY SHALL BE LIABLE FOR ANY DEFICIENCY IN PERFORMANCE CAUSED IN WHOLE OR IN PART BY THE ACT OR OMISSION OF THE SERVICE, 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 ITS CONTROL. THE COURT SHALL NOT BE LIABLE FOR ANY DAMAGE, PRIVACY VIOLATION, ETC. TO THE USER'S DEVICE(S) THAT COULD OCCUR WHILE USING THE SERVICE.

Privacy and Security

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK. PRIVACY CANNOT BE GUARANTEED, AND NEITHER THE COURT NOR THE COUNTY IS LIABLE TO USERS OR ANY OTHER PARTY FOR ANY LACK OF PRIVACY EXPERIENCED WHILE USING THE SERVICE. IF THE SERVICE IS USED IN A PUBLIC LOCATION, USERS UNDERSTAND THAT OTHERS MAY BE ABLE TO SEE AND OBSERVE USE OF THE SERVICE. USERS UNDERSTAND THAT THE SERVICE, WHICH UTILIZES WIRELESS TECHNOLOGIES, IS NOT INHERENTLY SECURE AND THAT WIRELESS COMMUNICATIONS CAN BE INTERCEPTED BY TECHNOLOGY DESIGNED AND INTENDED FOR THAT PURPOSE. USERS AGREE TO BE RESPONSIBLE FOR PROVIDING SECURITY MEASURES THAT ARE SUITED FOR THE INTENDED USE OF THE SERVICE. FOR EXAMPLE, USERS SHALL TAKE FULL RESPONSIBILITY FOR TAKING ADEQUATE MEASURES TO SAFEGUARD DATA FROM LOSS.

I agree to the above Rules for Internet Usage

Name:

Attorney ID:

Email:

ATTENTION ATTORNEYS: In order to use the submit button, you must have an email address with Yahoo, Gmail or Outlook. IF YOU DO NOT USE ONE OF THESE PROVIDERS, PLEASE SAVE THE FORM AND EMAIL IT TO wifipassword@monroepacourts.us AS AN ATTACHMENT.