

**The City of Houston Lake
Wireless Internet Security Warning, Disclaimer, and User Agreement.**

The City of Houston Lake provides free wireless Internet access via an unsecured wireless network. This free service is 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 Houston Lake cannot and does not guarantee the privacy of your data and communication while using the service. It is strongly recommended that you do not use our network to transmit personal, financial, or legal data. There are potentially serious security issues with any computer connected to the internet without the appropriate protection, ranging from viruses, worms, trojan horses and other programs that can damage the user's computer, including but not limited 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 anti-virus software and maintaining appropriate firewall protection. For further information on how to protect yourself on this open network consult a security professional. The City of Houston Lake assumes no responsibility for the safety of equipment or for harm done to laptop/PDA configurations, security, or data files resulting from connection to the City of Houston Lake's wireless service. You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK. The City of Houston Lake cannot provide technical assistance and no guarantee can be provided that you will be able to make a wireless connection.

In offering Internet access, the City of Houston Lake cannot guarantee that information found through the Internet is accurate, authoritative, or factual. We cannot be held accountable for its content. Supervision or restriction of a minor's (under the age of 18) access to the Internet is the responsibility of the parent or legal guardian. The Internet must be used for legal purposes only. Unacceptable purposes may include, but are not limited to: Unauthorized downloading or copying of copyright protected material; Violation of computer security; Violation of software license agreements; and Viewing of obscene, pornographic, or otherwise inappropriate material. Misuse or abuse of Internet access may result in suspension of Internet privileges. All communication over and through this Internet service is subject to monitoring. Access to this Internet service is completely at the discretion of the City of Houston Lake and may be blocked, suspended, or terminated at any time for any reason including, but not limited to violation of this User Agreement, actions that may lead to liability for the City of Houston Lake, disruption of access to other users, networks or third-party, or violation of applicable laws or regulations. The City of Houston Lake may revise this Wireless Internet Security Warning, Disclaimer, and User Agreement at any time. You must accept this Agreement each time you use this Internet service and the user is accountable for reviewing the terms each time the service is accessed.

User acknowledges that internet access is provided "AS AVAILABLE" without any warranties of any kind, either express or implied, that the service will be uninterrupted or error-free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, and noninfringement. User acknowledges that the City of Houston Lake in allowing access to this service offers NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by the City of Houston Lake, affiliates, or contractors of the service or their respective agents and/or employees shall create such a warranty. Under no circumstances shall the City of Houston Lake, or affiliates, agents, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive or consequential damages that may 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. User agrees to indemnify and hold harmless the City of Houston Lake, including affiliates, 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 user's use of the service, any materials downloaded or uploaded through the service, any actions taken by user in connection with the 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.

IN CLICKING "ACCEPT", USERS ACKNOWLEDGE, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS WIRELESS INTERNET SECURITY WARNING, DISCLAIMER, AND USER AGREEMENT.

