



SmartTown Terms and Conditions

ACCESS TO SERVICE

Free wireless Internet is provided in Jackson County's **Lum Cumbest Park area** for the public to use thanks to a partnership between Jackson County and Singing River Connect. Wireless Fidelity (Wi-Fi) lets you access the Internet without cables or wires on your privately-owned mobile phone, laptop, personal digital assistant, or other Wi-Fi-enabled device. **It is important that you read the following information about Singing River Connect's Wi-Fi service. Your use of Singing River Connect's Wi-Fi service constitutes your agreement to all terms and conditions of use.**

Accessing this wireless network as a user is subject to the following terms:

- Use of the Wi-Fi service at Lum Cumbest Park is entirely at your own risk. Jackson County and Singing River Connect will not accept any liability for any loss of any kind.
- You acknowledge that Singing River Connect's Wi-Fi network is unsecure, and information sent over the network may be visible to others.
- Jackson County and Singing River Connect are under no obligation to you to provide Wi-Fi service nor are they liable to you (or any third party) in any way if Wi-Fi service is not available for use.
- Jackson County and Singing River Connect may terminate provision of Wi-Fi service without notice and at their sole discretion.
- Jackson County and Singing River Connect cannot guarantee that the Wi-Fi network will be compatible with any device or hardware.
- Jackson County and Singing River Connect are not responsible for your device's or hardware's inability to use or access this Wi-Fi service caused by the state of your device or hardware.
- Jackson County and Singing River Connect assume no responsibility for user equipment or data when connecting to this wireless network.
- Jackson County and Singing River Connect cannot be held responsible for the privacy or security of your activities. It is most strongly recommended that you use a personal firewall and take due care when transmitting confidential information such as credit card details over the Internet. Jackson County and Singing River Connect cannot be held responsible for any losses resulting from sending confidential information via the Internet.
- Jackson County and Singing River Connect will assume no responsibility for the safety of your device for configurations, security, or data files resulting from connection to the Wi-Fi service.
- It is the sole responsibility of the wireless device owner/user to provide antivirus and malware protection and to configure your device settings to provide the appropriate security to control access from other wireless users and the Internet. Jackson County and Singing River Connect will not accept any liability for damages incurred to your device or hardware for you using inadequate, incorrect, insufficient, or incomplete security settings or by your failure to protect your device by using appropriate up to date software, nor are we responsible for any viruses or spyware which may be downloaded on to your device while using our Wi-Fi service.
- Jackson County and Singing River Connect may revise the Acceptable Use Policy at any time.

ACCEPTABLE USE OF SERVICE

Jackson County and Singing River Connect support the free flow of information and ideas over the Internet. Although Jackson County and Singing River Connect have and accept no obligation to monitor your use of the Service, nor edit or censor content transmitted (via email, downloading, uploading, posting, or otherwise) through the Service, your access to the Service is conditioned on legal and appropriate 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 or the rights of Jackson County, Singing River Connect, its Hosts, or any third party.

The following list is not exhaustive but is to provide a framework for activities which fall into the category of unacceptable use. The use of the Service for the following activities are strictly prohibited:

- Spamming and Invasion of Privacy: Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
- Intellectual Property Right Violations: Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Obscene or Indecent Speech or Materials: Using Jackson County and Singing River Connect's network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Jackson County and Singing River Connect will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.
- Defamatory or Abusive Language: Using the Service to transmit, post, upload, or otherwise make available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
- Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Hacking: Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities: Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
- Facilitating a Violation of this Agreement of Use: Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement,

which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

- Export Control Violations: The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.
- Other Illegal Activities: Using the Service in violation of applicable laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Resale: The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale

DISCLAIMER

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be a threat through Service use; (iii) that Jackson County and Singing River Connect do not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Jackson County and Singing River Connect and its Hosts' ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. The service 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, qualifications, 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 Jackson County and Singing River Connect, 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.

INDEMNITY

You agree to indemnify and hold harmless Jackson County and Singing River Connect, its Hosts, and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or a violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Jackson County and Singing River Connect may assert under this Agreement or by law.

INTERPRETATION

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Mississippi law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in

writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Jackson County and Singing River Connect's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Jackson County and Singing River Connect's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Jackson County and Singing River Connect with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions, and representations of the agreement between you, Jackson County and Singing River Connect with respect to its subject matter and supersedes all prior writings or understanding.

ACKNOWLEDGEMENT STATEMENT

"You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK, and to abide by all laws, rules, and regulations for Jackson County, the State of Mississippi, and the Federal Government that are applicable to internet use. By using the Service (clicking I Accept), you agree to all terms set forth."