

## **Terms of Use for Santa Barbara Public Library WiFi**

This free service is an open network 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 Santa Barbara Public Library (hereafter "Provider") cannot and does not guarantee the privacy of your data and communication while using the service.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection, ranging from viruses, worms and other programs that can damage the user's computer, 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 computer security professional.

You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK. By using the Service, you also agree to all terms set forth in the following Disclaimer.

### **Disclaimer**

This free Internet access service (hereafter "Service") is provided "AS IS". This Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The providers of the Service make no warranty that the Service or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network.

Service provided "AS AVAILABLE". The Service is provided on an "as available" basis without 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, noninfringement, NOR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by the providers, affiliates, or contractors of the Service or their respective employees shall create such a warranty.

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The Online Copyright Infringement Liability Limitation Act (OCILLA) is United States federal law (§ 512(a)–(d)) that creates a conditional safe harbor for online service providers (OSP) (a group which includes this Provider) and other Internet intermediaries by shielding them potential liability for the infringing acts of others. As an OCILLA provider, we have adopted a policy of addressing and terminating access of users who are found to infringe any law or regulation, whether detected by this Provider or reported by an infringed party. To that end we accommodate "standard technical measures" employed to identify infringing users and will report all available identifying information upon receipt of a valid infringement notification (§ 512(h)). To report infringement, please email your OCILLA-compliant notification to [Network@SantaBarbaraCA.gov](mailto:Network@SantaBarbaraCA.gov).

Notwithstanding the above, this Provider avails itself of § 512(m), which extends the protections of § 512(a)–(d) even though this Provider does not monitor this Service for infringing activity.