



POLICY 2.502

5-A I recommend that the Board approve development of the proposed **new** Policy 2.502, entitled "Terms of Use: Wireless and Website Access."

[Contact: Larry Padgett, PX 48223.]

Development

CONSENT ITEM

- This Policy sets forth the terms and conditions of use for the District's Websites and Wireless Access and requires all wireless users to be notified and accept the Terms of Use before they can continue their wireless connection.
- This Policy does not prohibit or restrict public access to inspect data and information on publicly available District technology resources.

POLICY 2.502

TERMS OF USE: WIRELESS AND WEBSITE ACCESS

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1. **Purpose.** -- The purpose of this Policy is to set forth the terms and conditions of use for the District's Websites and Wireless Access. This Policy requires all wireless users to be notified and accept the Terms of Use before they can continue their wireless connection. Additionally, this Policy requires all users to comply with and be bound by the Website's Terms of Use. This Policy necessitates easy and ready access to the Website's Terms of Use for all users. This Policy does not prohibit or restrict public access to inspect data and information on publicly available District technology resources.

2. **Wireless Access Terms of Use** -- All users of the District's wireless infrastructure, Access Points or other wireless devices, shall comply with all applicable District Policies and the *Palm Beach County School District Wireless Hotspot (WiFi) Terms of Service and Acceptable Use Agreement*. *The Palm Beach County School District Wireless Hotspot (WiFi) Terms of Service and Acceptable Use Agreement* is specifically incorporated by reference into this Policy and is located on the District's IT Security web site. All users connecting to the District's wireless infrastructure will be presented an electronic version (Splash Page) of the wireless Terms of Use which they must acknowledge and accept before they are allowed to proceed with their wireless connection.

3. **Website Access Terms of Use** -- All users of the District's website(s) will have easy and immediate access to the *Palm Beach County School District Website Terms of Use and Disclaimer* which all users accept, comply with, and are bound by while using a District Website. There shall be a link on the first page of all websites labeled, "Terms of Use" and this link when clicked will present, in electronic format, the *Palm Beach County School District Website Terms of Use and Disclaimer*. *The Palm Beach County School District Website Terms of Use and Disclaimer* is specifically incorporated by reference into this Policy Agreement and is located on the District's IT Security web site.

STATUTORY AUTHORITY: Fla. Stat. §§ 1001.41; 1001.42
LAWS IMPLEMENTED: Fla. Stat. §§ 1001.41; 1001.42
HISTORY: __/__/2011

Legal Signoff:

The Legal Department has reviewed proposed Policy and finds it legally sufficient for development by the Board.

Attorney

Date

School District of Palm Beach County

PALM BEACH COUNTY SCHOOL DISTRICT WEBSITE(S) TERMS OF USE and DISCLAIMER

1. General

Thank you for visiting the Palm Beach County School District's website and reviewing our Terms of Use and Disclaimer Agreement. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. By using and accessing this website, you are agreeing to accept the terms and conditions described in this Terms of Use and Disclaimer Agreement and to comply with and be bound by the Agreement. The School District of Palm Beach County ("DISTRICT") web site is offered to you, the user ("USER" or "YOU"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification by YOU.

We reserve the right, at our discretion, to change, modify, add or remove portions of these terms at anytime, without prior notice to YOU. Please check these terms of use for changes prior to each use. Your continued use of the Palm Beach County School District's website following the posting of changes to these terms will mean that YOU accept those changes. If YOU do not agree to these Terms of Use, YOU should not use this site.

The website is a District system (the "SYSTEM"), provided as a public service for the advancement of the educational goals and mission of the District of Palm Beach County Florida. The District reserves the right to offer this website directly to YOU or through its authorized agents and contractors. The general public may use this SYSTEM to review and retrieve publicly available School District information and other private information YOU are authorized to retrieve. USER agrees to use this web site as permitted by applicable local, state, and federal laws. USER agrees, therefore, not to: 1) knowingly and without authorization, alter, damage, or destroy the District's, its contractors' or another USER's computer SYSTEM, network, software, program, documentation, or data contained therein; 2) use this service to conduct, or attempt to conduct, any business or activity or solicit the performance of any activity that is prohibited by law. In addition, taking action which results in blocking access to this website by other USERS will be deemed an unauthorized use.

2. Copyright

The materials displayed on the DISTRICT website and individual school web pages are the property of the DISTRICT and are therefore protected by applicable copyright, trademark, or other laws relating to intellectual property or proprietary rights. This includes, but is not limited to, the compilation, selection, arrangement, and presentation of all materials (including derivative works of information in the public domain), the overall design of the DISTRICT website, and the computer programs that create the web page displays.

Any visitor to the DISTRICT website is hereby granted permission to access and print materials from this website. YOU do not acquire ownership rights to any content, document, or other materials viewed through or copied from this Site.

3. Trademarks

School District of Palm Beach County

Unless otherwise indicated, the DISTRICT logo, individual school names, school shield designs, school mascot designs, and school mottos are trademarks or service marks of the DISTRICT and may not be used or displayed in any manner without the express prior written permission of the Palm Beach County School Board or its designee. All other trademarks or service marks that appear on the DISTRICT website are the property of their respective owners.

4. Links to External Sites

Please exercise discretion when browsing the Internet. YOU should be aware that when YOU are on the DISTRICT's website, YOU could be directed to other sites that are beyond the District's control. These other sites ("External Sites") may send their own "cookies" to USERS, collect data, solicit personal information, or contain information that YOU may find inappropriate or offensive.

We make no representations concerning the content of the sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites that are linked to the District's website.

We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the DISTRICT's website. We cannot ensure that YOU will be satisfied with any products or services that YOU purchase from a third party site that links to or from the District's website. We do not endorse any merchandise, nor have we taken any steps to confirm the accuracy, or reliability of, any of the information contained in such third party sites or content. We do not make representations or warranties as to the security of any information (including, without limitation, credits cards, and other personal information) YOU might be requested to give any third party, and YOU hereby irrevocably waive any claim against us with respect to such sites and third party content. We strongly encourage YOU to make whatever investigation YOU feel necessary or appropriate before proceeding with any online or offline transactions with any third parties.

Consequently, as a visitor to the DISTRICT website, YOU agree and acknowledge that DISTRICT:

- a. Has provided these links to External Sites for your convenience only;
- b. Has no control over these External Sites;
- c. Is not responsible for the availability of these External Sites; and
- d. Does not endorse nor is responsible or liable for any content, advertisements, products, or other materials on or made available from these External Sites.

Further, YOU also acknowledge that the DISTRICT shall not be responsible or liable, either directly or indirectly, for any error, damage, or loss caused by, or in connection with, use of, or reliance on, any content, goods, or services available on or through these External Sites.

Please keep in mind that whenever YOU give out personal information online, for example, via message boards or chat rooms, that information can be collected and used

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by people YOU do not know. The DISTRICT reserves the right to monitor and tract the web sites history of USERS while connected to the publicly accessible sites using the District's network (intranet). Anyone using the SYSTEM expressly consents to administrative monitoring at all times by the District and its authorized agents and contractors. YOU are further advised that SYSTEM administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If YOU do not wish to consent to monitoring, exit this SYSTEM now.

5. Indemnification and Limitations of Liability

The USERS of this website agree to indemnify, defend, and hold harmless the members of the Palm Beach County School Board, the DISTRICT, its officers, employees, agents, successors, and assignees (the "Indemnified Parties") from and against any and all liabilities, claims, losses, demands, actions, damages, costs, and expenses (including reasonable attorneys' fees), regardless of outcome, caused by, arising out of, or otherwise sustained as the result of Users' access or use of the DISTRICT's website in violation of this Agreement

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE SCHOOL DISTRICT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE THE DISTRICT'S WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. Disclaimer

THE MATERIALS IN THE DISTRICT'S WEBSITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS CONTAINED IN THIS WEBSITE IN TERMS OF THEIR ACCURACY, CORRECTNESS, RELIABILITY, OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION TO YOUR EQUIPMENT FOR ANY DAMAGES WHICH MAY BE CAUSED BY YOUR USE OR ACCESS OF THE DISTRICT'S WEBSITE OR SYSTEM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. Copyright Infringement Complaints

School District of Palm Beach County

The DISTRICT hereby affirms that respect for personal property, whether tangible or intangible, is vital to maintaining a stable learning and work environment. To that end, if YOU believe that your work has been copied in a way that constitutes copyright infringement, please follow the information provided below.

Since the DISTRICT voluntarily observes and complies with the United States' Digital Millennium Copyright Act, if YOU believe that Your work has been copied or used in any way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please provide the Webmaster and/or the Chief Information Officer for the School District of Palm Beach County (address below) the following information:

- a. *An electronic or physical signature of the person authorized to act on behalf of the Copyright owner;*
- b. *A description of the copyrighted work allegedly infringed upon;*
- c. *A description of where the alleged infringing material is located on The DISTRICT website or websites;*
- d. *Your e-mail and postal address, as well as your telephone number;*
- e. *A statement by YOU that YOU have a good-faith belief that the use of the alleged infringing material is unauthorized by the copyright owner, its agent, or the law; and*
- f. *A statement by YOU, made under penalty of perjury, that the above information in your notice is accurate and that YOU are either the copyright owner or authorized to act on the copyright owner's behalf.*
- g. *YOU may send your Notice of Claimed Infringement to the contact listed in 8.0 Contact Information below.*
- h. *When the Designated Agent receives a valid Notice, the publisher will expeditiously remove and/or disable access to the infringing materials and shall notify the affected USER. Then, the affected USER may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the USER has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing activity.*

8. Contact Information

If YOU wish to contact The DISTRICT to request permission to use any copyrighted materials, to report activity that YOU believe constitutes copyright infringement, or for any other purpose relating to the terms and conditions of this Terms of Use and Disclaimer Agreement YOU may send e-mail or a letter delivered by first class U.S. Mail, postage prepaid to the following addresses:

Email: webmaster@palmbeachschools.org

School District of Palm Beach County

U.S. Mail: Web Master for PalmBeachSchools.Org
In-care-of: Chief Information Officer
Palm Beach County School District
Fulton-Holland Educational Services Center
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

9. Entire Agreement

This agreement constitutes the entire agreement between the USER and the School District of Palm Beach County with respect to this Web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Web site.

10. User of Photos and Images

Photos and images created with District equipment may be public record.

11. Disclaimer of Association With User

USER acknowledges that no joint venture, partnership, employment, or agency relationship exists between the USER and the School District of Palm Beach County or its authorized agents or contractors as results of this Agreement or use of this Web site. USER agree not to hold him/herself out as a representative agent, or employee of the District and the District and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

12. Provision of Service

YOU the User agree and acknowledge that the School District of Palm Beach County Web site is entitled to modify, improve, or discontinue any of its services at its sole discretion and without notice to YOU even if it may result in YOU being prevented for accessing any information contained in it. Furthermore, YOU agree and acknowledge that the School District of Palm Beach County Web site is entitled to provide services to YOU through subsidiaries and affiliates entities.

13. Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable laws including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

14. Jurisdiction

YOU expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of Palm Beach County, Florida to resolve any legal matter arising from this agreement or related to your use of the School District of Palm Beach County Website.

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PALM BEACH COUNTY SCHOOL DISTRICT WIRELESS HOTSPOT (Wi-Fi) TERMS OF SERVICE and ACCEPTABLE USE AGREEMENT

1. Purpose

The purpose of this Agreement is to set forth terms and conditions, as well as standards and guidelines, for the acceptable uses of the School District of Palm Beach County's (the "DISTRICT") Public Wireless Network. The creation and use of the DISTRICT's Public Wireless Network (the "SERVICE") is solely for educational purposes and advancement of the Goals and Mission of the DISTRICT. This Agreement does not prohibit or restrict public access to inspect publicly available data and information DISTRICT technology resources.

2. Access to the Service

The SERVICE is a free public service provided by the DISTRICT. Your access to the SERVICE is completely at the discretion of the DISTRICT, and your use and 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 may lead to liability for the DISTRICT, disruption of access to other USERS or networks, and violation of applicable laws or regulations. The DISTRICT may revise this Agreement 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 prior to each use. By using and accessing this SERVICE, YOU are agreeing to accept the terms and conditions described in this Terms of Service and Acceptable Use Agreement and to comply with and be bound by the Agreement. This SERVICE is offered to YOU, the USER (the "USER" or "YOU"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification by YOU. If YOU do not agree to the terms and conditions in this Terms of SERVICE and Acceptable Use Agreement, YOU should not use this SERVICE.

3. Acceptable Use of the Service

The DISTRICT supports the free flow of information and ideas over the Internet. Your access to the SERVICE is conditioned on legal and appropriate use of the SERVICE. Your use of the SERVICE shall be in support of, or for the direct benefit of, the Mission and Goals of the DISTRICT and any activities conducted online through the SERVICE shall not violate any applicable law or regulation or the rights of the DISTRICT or any third party.

Please keep in mind that whenever YOU give out personal information online, for example, via message boards or chat rooms, that information can be collected and used by people YOU do not know. The DISTRICT reserves the right to monitor and track the web sites history of USERS while connected to the publicly accessible sites using the DISTRICT's Public Wireless network. Anyone using the System expressly consents to administrative monitoring at all times by the DISTRICT and its authorized agents and contractors. YOU are further advised that system administrators may provide evidence of possible criminal activity identified during such monitoring to appropriate law enforcement officials. If YOU do not wish to consent to monitoring, exit this System now.

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4. The use of the Service for the following activities is prohibited:

a. 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 is prohibited.

b. Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including, but not limited to, patents, copyrights, trademarks, SERVICE marks, trade secrets, or any other proprietary right of any third party is prohibited.

c. Obscene or Indecent Speech or Materials

Using the DISTRICT's Wi-Fi network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials is prohibited. The DISTRICT will notify and fully cooperate with law enforcement if it becomes aware of any use of the SERVICE in any connection with child pornography, the solicitation of sex with minors, or other criminal activity.

d. 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 is prohibited.

e. Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message is prohibited.

f. Hacking

Accessing illegally or without authorization computers, accounts, equipment, or networks belonging to another party, or attempting to penetrate security measures of another system is prohibited. 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.

g. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pingging, flooding, mail-bombing, or denial of service attacks or like matters is prohibited. 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.

h. 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

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facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software is prohibited.

i. Other Illegal Activities

Using the SERVICE in violation of applicable local, state, and federal 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 is prohibited.

j. 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, is prohibited.

k. Violation School Board Policy

Using the SERVICE in violation of any School Board Policy with specific attention called to: Policies 2.501 (Information Security - Access Control Policy), 3.29 (Acceptable Use of Technology by Employees), 3.02 (Code of Ethics), and the IT User Standards and Guidelines Manual.

5. Disclaimer

YOU acknowledge (i) that the DISTRICT has no control over the information available over the internet and cannot be held responsible for the content, security, or accuracy of such information; (ii) that the SERVICE may not be uninterrupted or error-free; (iii) that viruses or other harmful applications may travel through the SERVICE; (iv) that because the DISTRICT does not guarantee the security of the SERVICE, unauthorized third parties may access your computer or files or otherwise monitor your connection; (v) that the DISTRICT does not guarantee minimum connection speeds; and (vi) that the DISTRICT is able to provide the SERVICE without charge based upon the limited warranty, disclaimer and limitation of liability specified in this Agreement.

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, 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, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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6. No Consequential Damages

UNDER NO CIRCUMSTANCES WILL THE SCHOOL BOARD, 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 UNFORESEEABLE, BASED ON CLAIMS OF USER, ITS APPOINTEES OR ITS 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 SERVICE, 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 THE USE OF THE SERVICE. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS SECTION WILL APPLY, EXCEPT 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.

7. Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

8. Governing Law

This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

9. Indemnity

YOU agree to indemnify and hold harmless the School Board, its 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 any 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 the DISTRICT may assert under this Agreement or by law. Additionally, YOU agree to indemnify and hold harmless the DISTRICT from and against any and all liabilities, claims, demands, actions, damages, costs, and expenses (including reasonable attorneys' fees), regardless of outcome, caused by, arising out of, or otherwise sustained as the result of Your use of the DISTRICT's wireless network .

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10. Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. 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. The DISTRICT's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede the DISTRICT's right to comply with law enforcement requests or requirements relating to your use of this SERVICE or information provided to or gathered by the DISTRICT with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions, and representations of the agreement between YOU and the DISTRICT with respect to its subject matter and supersedes all prior writings or understanding.