

INTERNET ACCESS AGREEMENT

****** JURORS SHALL NOT ACCESS THE INTERNET TO RESEARCH OR SEEK INFORMATION WITH REGARD TO THE CASE ON WHICH THE JUROR IS SWORN IN, THROUGH THIS OR ANY OTHER SERVICE. PROSPECTIVE JURORS SHALL NOT RESEARCH OR SEEK INFORMATION FOR A CASE THAT HE OR SHE HAS BEEN PLACED ON A PANEL PRIOR TO BEING SELECTED AS A JUROR. THIS PROVISION IS INTENDED TO PROVIDE ALL PARTIES A FAIR AND IMPARTIAL TRIAL BASED UPON THE EVIDENCE PRESENTED DURING THE TRIAL .******

By using the wireless internet access (hereinafter referred to as “wifi access” or “hotspot” or “hotspots”) provided by the Seventeenth Judicial Circuit of Florida (hereinafter referred to as the “Seventeenth Judicial Circuit” or “Provider”), you (hereinafter referred to as the “User”) agree to the terms and conditions contained within this Agreement.

The User desires to engage the facilities of the Seventeenth Judicial Circuit to obtain wifi access through the User’s own Wi-Fi enabled devices. The Seventeenth Judicial Circuit receives no compensation or remuneration, valuable or otherwise, for providing this access. The User understands and expressly agrees that this service is provided as a courtesy to the public while at the courthouse facilities for the Broward County and Seventeenth Judicial courts. The User understands and expressly agrees that this service is provided as a revocable and non-actionable privilege and bestows no rights or expectations whatsoever upon the User. This Agreement shall apply when a User accesses a hotspot at a courthouse facility. The User may also access the internet through a third party provider at which time the User is subject to the third party’s terms and conditions.

The User understands and expressly agrees the failure to abide by this Agreement may result in the suspension or revocation of the User’s privileges at the Provider’s sole discretion.

DISCLAIMER OF WARRANTY

THE SEVENTEENTH JUDICIAL CIRCUIT DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE WIFI ACCESS TO BE PROVIDED BY THE SEVENTEENTH JUDICIAL CIRCUIT UNDER THIS AGREEMENT.

SERVICE INTERRUPTION

SHOULD THE WIFI ACCESS FAIL OR BE OTHERWISE INTERRUPTED DURING THE COURSE OF A TRIAL OR OTHER LEGAL PROCEEDING, THE USER EXPRESSLY AGREES THAT THE TRIAL OR OTHER LEGAL PROCEEDING SHALL CONTINUE WITHOUT DELAY. THE FAILURE OF WIFI ACCESS WILL NOT RESULT IN ANY DELAY TO ANY TRIAL OR OTHER LEGAL PROCEEDING NOR WILL A JUDGE, GENERAL MAGISTRATE, OR ANY OTHER JUDICIAL/QUASI JUDICIAL OFFICER ENTERTAIN A MOTION TO SO DELAY ON THE BASIS OF WIFI ACCESS FAILURE OR INTERRUPTION.

TECHNICAL SUPPORT

The Seventeenth Judicial Circuit will provide no technical support for this wifi access. Any assistance required by the User should be sought by the User at the User's own expense.

DISAVOWAL OF LIABILITY

Under no circumstances, shall the Seventeenth Judicial Circuit nor anyone else involved in administering, distributing or providing wifi access, be liable for any indirect, incidental, special or consequential damages, including without limitation, loss of revenues or lost profits, or damages that result from the use of or inability to use wifi access, mistakes, omissions, interruptions, delegation or deletion of files or e-mail errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access to the User's records, hardware, software, peripherals, programs or services, even if the User has been advised of the possibility

of such losses. The User is expressly placed on notice that the wifi access provided by the Seventeenth Judicial Circuit comes without the protection of a firewall or other such security.

DISCLAIMER OF LIABILITY

All data, hardware, software, and documentation provided as part of the wifi access provided by the Seventeenth Judicial Circuit is provided “as is” without warranty of any kind, either express or implied. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You, the User, specifically acknowledge that the Seventeenth Judicial Circuit is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and the Seventeenth Judicial Circuit reserves the right to terminate your User privileges with or without notice at any time with or without cause and without liability.

INDEMNIFICATION

User agrees to indemnify, defend, and hold harmless the Seventeenth Judicial Circuit and its officers, employees, and agents from and against any costs, expenses (including, but not limited, to among other expenses, reasonable attorney’s fees and expenses), losses, damages (specifically excluding consequential, exemplary, special, direct, indirect or punitive damages), suits, claims, or liabilities incurred and arising from or relating to the User’s use of the wifi access provided by the Seventeenth Judicial Circuit.

MODIFICATION

This Agreement may not be modified except in writing, signed by the User and an authorized agent for the Provider.

MATERIALS OR EQUIPMENT

The Seventeenth Judicial Circuit will provide no materials or equipment, whether technical or non-technical, for use by the User. All equipment and materials necessary for the User to utilize the wifi access shall be provided by the User at the User's expense.

GOVERNING LAW

Interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. The Seventeenth Judicial Circuit does not waive in any part its sovereign immunity for purposes of this Agreement. User consents to exclusive jurisdiction in the Seventeenth Judicial Circuit for the State of Florida for any action arising out of or relating to the User's use of the wifi access provided by the Seventeenth Judicial Circuit. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any of the remaining provisions of this Agreement.

ATTORNEY'S FEES AND COSTS

In any action brought under this Agreement, the Seventeenth Judicial Circuit, if it prevails, shall be entitled to recover its actual costs and attorney fees and all other limitation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred as well as in enforcing the judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

ENTIRE DISCLAIMER

The parties acknowledge that this Agreement and any modifications to this agreement constitutes the complete Agreement regarding this subject, and supersedes any prior oral or written communications relating to this subject.

ACCEPTABLE USE POLICY

As consideration for the wifi access which the Seventeenth Judicial Circuit provides to the User pursuant to this Agreement, the User agrees to the following stipulations relating to acceptable use of the User's wifi access. User agrees not to use the access provided by the Seventeenth Judicial Circuit to:

- A) Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, any regulations having the force of law;
- B) Impersonate any person or entity, including, but not limited to, an Seventeenth Judicial Circuit official or employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- C) Employ misleading e-mail addresses or falsify information in the header, footer, return path, or any part of any communication, including e-mails, transmitted through the access provided by the Seventeenth Judicial Circuit;
- D) Upload, post, e-mail, otherwise transmit or post links to any content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships [such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements];
- E) Upload, post, e-mail, or otherwise transmit, or post links to any content that facilitates hacking;
- F) Upload, post, e-mail otherwise transmit or post links to any content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:
 - Making available copyrighted software or other content that has had the copyright protection removed;
 - Making available serial numbers for software that can be used to illegally validate or register software;

- Making available tools that can be used for no purpose other than for “cracking” software or other copyrighted content;
 - Making available any software files for which the user does not own the copyright or have the legal right to make available;
- G) Upload, post, e-mail, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
- H) Upload, post, e-mail, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the network of the Seventeenth Judicial Circuit.
- I) Upload, post, e-mail, otherwise transmit, or post links to any content, or select any member or user name or e-mail address, that is unlawful, harmful, threatening, abusive harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically, or otherwise objectionable;
- J) Upload, post, e-mail, otherwise transmit, or post links to any content that promotes illegal activity, including without limitation the provision of instructions for illegal activity;
- K) Upload, post, e-mail, otherwise transmit, or post links to any content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age;
- L) Harm minors in any other way;
- M) Make any sexual request on behalf of a minor or make any sexual request of a minor;
- N) “Stalk” or otherwise harass another;

O) Collect or store personally identifying information about other users for commercial or unlawful purposes;

P) Upload, post, e-mail, otherwise transmit, or post links to any material or act in any manner that is offensive to these stipulations of acceptable use.