

TERMS OF USE
USER AGREEMENT FOR PUBLIC COMPUTERS AND PUBLIC INTERNET ACCESS AT
RECREATION CENTERS OF SUN CITY WEST FACILITIES

Date of Last Revision: March 31, 2009

By accessing or using our Public Computer or Public Internet Access you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) our Computer or Public Internet Access. It is your responsibility to regularly check the Terms of Use to determine if there have been changes to these Terms of Use and to review such changes.

I do agree to follow and abide by the following terms and conditions when using The Recreation Centers of Sun City West's Public Computers or Public Internet Access. I further agree to respect the security of the Internet link managed by the local Internet Service Provider, through which this access is offered.

Conditions

I will not use the Recreation Centers of Sun City West's Public Internet Access or the local Internet Service Provider for any illegal purpose. Neither system will be used to contravene U.S. copyright law, or any other applicable law of the United States of America or the state of Arizona. This includes, without limiting the foregoing, the use of the Recreation Centers of Sun City West's Public Internet Access or the Local Internet Service Provider system to encourage anything to do with illegal drugs, gambling, pornography, prostitution, child pornography, robbery, spreading computer viruses, cracking into private computer systems, software infringement, trafficking in credit card codes, or any other crimes.

I will not interfere with the Recreation Centers of Sun City West's Public Internet Access, or the Local Internet Service Provider, or any system connected to the Internet. More specifically, I will not "hack" root login on the system; make available any Local Internet Service Provider system file to any other Internet or Local Internet Service Provider user; run a "packet sniffer" or similar program; access files or directories belonging to another Local Internet Service Provider account holder; run software designed to stop any Internet system from working correctly; "mail bomb" any other Internet user by sending three or more unsolicited pieces of email to that user at one time or by sending an unsolicited file larger than 60kb to that user; or "spam" the Internet by posting an article to a newsgroup or listserv that is unrelated to that group's topic.

I will not carry on any activity that is seen by the Recreation Centers of Sun City West or Local Internet Service Provider as interfering with the integrity of the Local Internet Service Provider system or any other Internet node.

Limitation of Liability

The Recreation Centers of Sun City West Library and the local Internet Service Provider shall not be liable to me for any special, indirect, consequential or punitive damages or losses, or for any damages or losses I may incur in connection with use of the Recreation Centers of Sun City West's Public Internet Access and the Local Internet Service Provider system or with regards to any of the data or other materials transmitted through or residing on the systems, even if the systems have been advised of the possibility that these damages or losses might occur.

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Indemnification

I agree to indemnify the Recreation Centers of Sun City West and the Local Internet Service Provider their employees, agents, successors, and assigns against any claims, proceedings damages, injuries, liabilities, losses, costs and expenses, including legal expenses of any kind and nature imposed on, incurred by, or asserted against the Recreation Centers of Sun City West or the Local Internet Service Provider, their agents, employees, successors, and assigns relating to any act by me or materials or information transmitted by me through the systems leading wholly or partially to claims against the Recreation Centers of Sun City West Inc. or their systems by other users or by third parties.

Cost

I understand that I will not be charged a fee for use of the Public Internet Access in the Recreation Centers of Sun City West facilities. I further understand that use is defined as access to a World Wide Web browser subject to availability and in release versions as determined by the Library.

User Time

I understand that I am able to use the Public Internet Access or the Public Computer for one hour after signing the login sheet. I further understand that if no one else is waiting to use the Public Computer, I may use the facility for another one-hour period after signing the log book. I acknowledge that my time is limited to a total of three hour per day.

I understand that technical or other considerations may mean that the Public Internet Access may not be available and that the Library will not be able to provide me of notice of this occurrence.

I understand that library staff will require me to sign a login sheet every time I use the Public Computer or Public Internet Access. I understand that I am also required to sign a login sheet for the stand-up 15-minute computers.

General

I acknowledge that the Recreation Centers of Sun City West's Public Internet Access and Public Computer Access is supplied as a public service and may be changed or terminated by the Recreation Centers of Sun City West at any time.

I acknowledge that violation of the terms and conditions of this agreement will result in the termination of my access.

These Terms of Use constitute the entire agreement between you and the Recreation Centers of Sun City West's Public Computer or Public Internet Access. The failure of The Recreation Centers of Sun City West to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.