

Internet Account Terms of Service Agreement

Note: All Users are bound by this Terms of Service Agreement.

Carroll County Public Library ("Carroll County Public Library") agrees to provide you ("User") with those services ("Service") set forth on the Application subject to User's compliance with the terms and conditions below.

Please read this Agreement carefully before accessing the Service. By accessing the Service, User agrees to be bound by the terms and conditions below. If User does not wish to be bound by these terms and conditions, User may not access or use the Service.

Warranty Disclaimer

The foregoing warranties set forth are exclusive and no other warranty is expressed or implied.

Carroll County Public Library exercises no control whatsoever over the content of the information passing through Carroll County Public Library's system. Use of any information obtained via Carroll County Public Library is at User's risk. Neither Carroll County Public Library nor any of its affiliates, its licensors, its contractors or their respective employees warrant that the Service will be uninterrupted or error free; nor does Carroll County Public Library make any warranty as to the results from use of the Service.

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement, implied warranties of merchantability or fitness for a particular purpose or any warranties arising from course of dealing or usage of trade. No advice or information given by Carroll County Public Library, its affiliates, its licensors, its contractors or their respective employees shall create a warranty. Neither Carroll County Public Library nor its affiliates, its licensors, its contractors or their respective employees warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, cancelbots, worms, trojan horses or other harmful components.

Limitation of Liability

Under no circumstances shall Carroll County Public Library, its affiliates, its licensors, its contractors or their respective employees be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from User's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure, theft or destruction or unauthorized access to alteration of or use of User's account, whether for breach of contract, negligence or under any other cause of action. In the event Carroll County Public Library is found liable under any circumstance under the terms of this agreement, Carroll County Public Library's liability shall be limited to the unused balance of User's subscription payment pro-rated to reflect the current term.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of Carroll County Public Library in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

Indemnification

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold Carroll County Public Library, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense including without limitation attorney's fees and cost of litigation incurred or suffered by Carroll County Public Library, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage,

judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify Carroll County Public Library in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and Carroll County Public Library shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

Objectionable Materials

User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18. Further, User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. Carroll County Public Library has no control over and accepts no responsibility whatsoever for such materials.

Prohibited Uses

User may not:

- (1) Restrict or inhibit any other User from using and enjoying the Internet;
- (2) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- (3) Post on webspace provided any sexually explicit materials or materials that may be offensive;
- (4) Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- (5) Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- (6) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
- (7) Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;
- (8) Send unsolicited advertising or promotional materials to other network Users (See section titled "Messaging");
- (9) Allow Users to run Maillist, Listserv or any form of auto-responds from User's account;
- (10) Run or activate processes while User is not logged in;
- (11) Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity;
- (12) Attempt to defeat any idle timer, including the use of pingbots and other methods of avoiding timing; or
- (13) Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

Carroll County Public Library has no obligation to monitor the Service. However, User agrees that Carroll County Public Library has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Carroll County Public Library will not intentionally monitor or disclose any private email message unless required by law. Carroll County Public Library reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. Carroll County Public Library reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of Carroll County Public Library.

Messaging

User agrees to limit their use of the Carroll County Public Library Service, specifically regarding the use of Carroll County Public Library's electronic (email) services, to the following restrictions:

Unauthorized Use of Relay Servers

User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

Fraudulent Addressing

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the Carroll County Public Library Service.

Fraudulent Content

User agrees to be held responsible for the distribution of fraudulent materials.

Violation of Terms

Violation of any of the above terms will result in immediate termination of Services. User also agrees to the immediate termination of Carroll County Public Library Services for violation of any of these terms without refund of any fees.

Limitation of Dial-up Services

Although Carroll County Public Library advertises "Unlimited Access" in regards to its Dial-up services, there are two limitations applied. The sole purpose of these limitations are intended to limit the amount of unnecessary use of Carroll County Public Library Services by any such User, which restricts overall Carroll County Public Library system availability for other such Users. These limitations apply only to Dial-Up access services offered by Carroll County Public Library.

Idle Timeout

User agrees to have their online session automatically terminated after 45 minutes of consecutive inactivity. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the Carroll County Public Library Service.

Multiple, Concurrent Online Session

User agrees to maintain no more than one (1) concurrent online session for each account purchased.

Terms of Payment

A credit card User agrees to allow "Carroll County Public Library" to bill his or her card for Services. If payment is by check, dishonored checks are subject to a collection fee to be determined by Carroll County Public Library in its sole and absolute discretion and User's account may be suspended until the account is current. If payment is not received, Service will be terminated.

Carroll County Public Library reserves the right to change prices at any time without prior notice to its customers or the public. Price changes will not be retroactive for existing customers, regardless of the length of their existing Service subscription.

Right to Cancel

Carroll County Public Library reserves the right to cancel Service for any reason without prior notice. Fees are non-refundable when the cancellation is due to a violation of this agreement.

Customer initiated refunds are granted within 30 days of your activation date. After the first month, you will be reimbursed for 50% of the full cost up until 6 months. After 6 months, there is no refund of costs.

No Confidentiality

Information transmitted through Carroll County Public Library and through the Internet in general is not confidential. Carroll County Public Library cannot and shall not guarantee privacy or protection of any User. Carroll County Public Library reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of Carroll County Public Library.

Non-transferable

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of User log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one log-in session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

Purchases on the Service

If User wishes to make purchases on the Service, User may be asked by the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

No System Backup

Carroll County Public Library does not and will not perform system backups on any User's email account(s). Carroll County Public Library shall not be held responsible for any lost email data, email attachments, or any email message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Carroll County Public Library will not provide historical data, to any party for any reason, regarding any system or Internet activity.

Carroll County Public Library does not and will not perform system backups on any User's personal web site account(s). Carroll County Public Library shall not be held responsible for any lost web data, web files, or any web site contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Carroll County Public Library will not provide historical data, to any party for any reason, regarding any system or Internet activity.

Failure to Comply With Terms and Conditions

Carroll County Public Library may deny User access to all or part of the Service without notice if User engages in any conduct or activities that Carroll County Public Library in its sole discretion believes violates any of the terms and conditions in this Agreement. If Carroll County Public Library denies User access to the Service because of such a violation, User shall have no right (1) to access through Carroll

