

State of Minnesota Guest Wireless Terms of Use Agreement

The State of Minnesota Guest Wireless network provides basic Internet access to authorized users only. Users of the State of Minnesota Guest Wireless network must act in accordance with the Terms of Use Agreement ("Agreement"). Your use of this network will be monitored for violations of the Agreement and illegal activity will be prosecuted to the full extent of the law. The State of Minnesota Guest Wireless network is not encrypted and has privacy and security risks similar to those of other wireless networks or "hot spots". The use of this network is at your own risk. Users are encouraged to keep their operating system, anti-virus, and other software up to date. All users are required to read and accept the Terms of Use Agreement ("Agreement") for access to the State of Minnesota Guest Wireless network. By logging into this network you accept the Agreement.

Access to the State of Minnesota Guest Wireless network is for authorized users only. Unauthorized use is prohibited. The State of Minnesota grants permission to guests of the State of Minnesota facilities to use State of Minnesota Guest Wireless network as a privilege and may revoke or restrict such access as deemed necessary by its authorized representatives. As a condition of using the State of Minnesota Guest Wireless network, you agree to and must observe the following:

- 1 Users of State of Minnesota Guest Wireless network have no expectation of privacy
- 2 All wireless communications will be monitored
- 3 Unauthorized use or misuse of the State of Minnesota Guest Wireless network is strictly prohibited. Illegal activity will be reported to law enforcement and prosecuted to the full extent of the law
- 4 The wireless access may be used for incidental personal purposes provided such use is not in violation of the law or this Agreement, does not interfere with the operation of the State of Minnesota, and does not burden the State of Minnesota with additional costs
- 5 Respect the rights of other users, the integrity of the systems, the related physical resources, and observe all relevant laws and regulations
- 6 You are responsible for the support of your hardware, software, and configuration. As an State of Minnesota Guest Wireless user, you also agree to indemnify and hold harmless the State of Minnesota, its agencies, officers and employees against any claims, damages or liabilities, including attorney's fees and costs of defense, arising from or related to your use of MN Guest Wireless.

STATE OF MINNESOTA GUEST WIRELESS IS PROVIDED WITHOUT CHARGE AS A CONVENIENCE TO USERS AND ONLY ON AN "AS AVAILABLE" "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

- 1 You agree that any unattended, inactive, or unreasonably long user session may be terminated at the State's sole discretion. The State is not responsible for any loss or corruption of your data or information.
- 2 You understand and agree that the State makes no representations or warranties regarding availability or quality of State of Minnesota Guest Wireless service. There is no guarantee that a wireless connection can be made or maintained, or that service will be uninterrupted or error-free.
- 3 As a user of State of Minnesota Guest Wireless, you are solely responsible for the security of your equipment and data. You understand and agree that the State is not responsible for providing help-desk or other technical assistance or support for your use of State of Minnesota Guest Wireless or your software or equipment. Any incidental assistance you may request, if provided, is without charge or other consideration and is accepted by you at your own risk.
- 4 You agree that this Agreement is the complete and entire memorial of all terms, conditions and representations between you and the State of Minnesota regarding State of Minnesota Guest Wireless, and that there are no other or additional terms, representations, warranties or understandings.
- 5 You agree that neither this Agreement or your use of State of Minnesota Guest Wireless creates a partnership, joint venture, employment, or agency relationship between you and the State of Minnesota. This Agreement and your use of State of Minnesota Guest Wireless will be governed by Minnesota Law, without regard to its choice of law principles. Any dispute or legal proceeding arising from or relating to this Agreement or your use of State of Minnesota Guest Wireless will be brought and venued in the state or federal courts of competent jurisdiction in Ramsey County, Minnesota.