

## **Welcome to the Wireless Network for the United States District & Bankruptcy Courts for the Middle District of Louisiana**

You have connected to the United States District & Bankruptcy Courts for the Middle District of Louisiana's Wireless Network. To use this network, you must read and accept the terms of use outlined in the Wireless Network Service Agreement / Terms of Use below and the **Wireless Internet Use Guidelines** posted on our Internet Website (<http://www.lamd.uscourts.gov>). If you do not accept these terms, you will not be able to access the Internet.

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### **WIRELESS NETWORK SERVICE AGREEMENT / TERMS OF USE**

Please read this agreement carefully before using our Wireless Network Services.

This is an agreement between you and the U.S. District & Bankruptcy Courts for the Middle District of Louisiana and their subsidiaries and/or affiliates ("USDDB-LAM", "we", "us", "our") for your use of our wireless local area network communication services ("Wireless Network", "the Service"). By either acknowledging this agreement and/or using/activating the Service, you agree to these terms.

Our Wireless Network is solely for attorneys in the Louisiana Middle District and is available to your device only when it is within operating range of our Wireless Network hot spot location(s). The Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. The Service may be interrupted, refused, limited or curtailed.

We are not responsible for data, messages or pages lost, not delivered or misdirected because of interruptions or performance issues with the Service, or the underlying network(s) and transmission equipment and systems. The accuracy and timeliness of data received is not guaranteed. Delays or omissions may occur. Actual network speed will vary based on your device configuration, location, compression, network congestion and other factors.

### **PROHIBITED USE OF THE SERVICE / COMPLIANCE WITH LAW**

Reproduction, retransmission, dissemination or resale of the Service, whether for profit or not, is prohibited without our express, advance, written permission.

You may not share your IP address or ISP internet connection with anyone, or authorize any other individual or entity to use the Service.

You may not use the Service for any purpose that's unlawful or in any manner that could damage our property or others' property. You may not use the Service in any way that interferes with, harms or disrupts our system or other users.

We have the right, but not the obligation, to suspend or terminate your access and use of the Service, and to block or remove (in whole or in part) any communications and materials

transmitted through our Service that we believe in our sole discretion may violate applicable law, this Agreement or a third party's rights, or that is otherwise inappropriate or unacceptable. We also have the right, but not the obligation, to monitor, intercept and disclose any transmissions using our facilities, and to provide use records, and related information under certain circumstances, such as response to lawful process, orders, warrants or subpoenas, or to protect our rights, property and users.

The court reserves the right to block streaming services including but not limited to YouTube, Netflix, Hulu, Spotify, Pandora, etc. in order to prevent network degradation.

## **CONTENT DISCLAIMER**

The Internet contains materials that you may find objectionable or offensive. We don't publish or control, and are not responsible or liable for, any third-party information, content, services, products, software or other material that can be accessed through the Service. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability, timeliness or delivery of such services, products and other information. You are responsible for paying any charges you incur from third parties through your use of the Service and your personal information may be available to third parties that you access through the Service.

## **PRIVACY AND SECURITY**

Wireless systems transmit voice and data communications over a complex network. The privacy and security of such voice and data transmissions cannot be guaranteed. You acknowledge that while password protected, the Service is not inherently secure and you understand that wireless communications can be intercepted by equipment and software designed for that purpose. We are not liable to you or any other party for any lack of privacy you experience while using the Service.

## **DISCLAIMER OF WARRANTIES**

The U.S. District & Bankruptcy Courts for the Middle District of Louisiana are providing the Service on an "as is" and "as available" basis with no warranties whatsoever. In no event will we be liable for any direct, indirect, incidental, consequential, special, exemplary or any damages associated with your use of the Service. No advice given by the U.S. District & Bankruptcy Courts for Louisiana Middle District or our representatives shall create a warranty. You assume all responsibility and risk associated with your use of the Service.