

## **Capitol Complex Policy for Public Wireless Internet Access**

The Texas Legislative Council provides open wireless Internet access in the Texas Capitol Complex to members of the public visiting the Capitol Complex. Use of the Capitol Complex wireless service constitutes acceptance of this policy. The council may modify this policy at any time.

**Use.** Public access to the Capitol Complex wireless Internet service is granted at the sole discretion of the council and may be blocked, suspended, or terminated at any time for any reason, including but not limited to:

- (1) conduct that may create criminal or civil liability for the State of Texas or its officers or employees or for the council or its officers, employees, or contractors;
- (2) downloading or uploading obscene material;
- (3) sending unsolicited bulk or commercial messages;
- (4) harming or preparing to harm another; or
- (5) a violation of any applicable law, rule, or regulation.

**Disclaimer of Warranties.** THE TEXAS LEGISLATIVE COUNCIL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, OR COMPLETENESS OF THE CAPITOL COMPLEX WIRELESS INTERNET SERVICE. THE COUNCIL DOES NOT REPRESENT OR WARRANT THAT:

(1) THE USE OF THE CAPITOL COMPLEX WIRELESS SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR THE SERVICE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA;

(2) THE CAPITOL COMPLEX WIRELESS SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS;

(3) ERRORS OR DEFECTS WILL BE CORRECTED; OR

(4) THE SYSTEM THAT MAKES THE CAPITOL COMPLEX WIRELESS SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE CAPITOL COMPLEX WIRELESS INTERNET SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, ARE DISCLAIMED.

**Limitation on Liability.** IN NO EVENT SHALL THE STATE OF TEXAS OR ITS OFFICERS OR EMPLOYEES OR THE COUNCIL OR ITS OFFICERS, EMPLOYEES, OR CONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT MAY RESULT FROM THE USE OF THE CAPITOL COMPLEX

WIRELESS INTERNET SERVICE, REGARDLESS OF WHETHER THOSE DAMAGES ARE FORESEEABLE TO THE COUNCIL.

**Indemnification.** A user of the Capitol Complex wireless Internet service shall indemnify, defend, and hold harmless the State of Texas and its officers and employees and the council and its officers, employees, and contractors from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of the State of Texas or any agent, employee, subcontractor, or supplier of the State of Texas in relation to the use of the Capitol Complex wireless Internet service.

**Venue.** A state court in Travis County, Texas, is the proper place of venue for a suit relating to the Capitol Complex wireless Internet service.

**Governing Law.** Any dispute relating to the Capitol Complex wireless Internet service shall be governed by Texas law.

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