

Wi-Fi Terms of Service for the Glen Allen Community Center (GACC) Effective Date: May 2023

These Wi-Fi Terms of Service ("Terms") govern your access to and use of the Wi-Fi service provided by the Glen Allen Community Center (GACC). By accessing or using the GACC's Wi-Fi service, you agree to comply with these Terms. Please read them carefully before using the service.

- 1. Acceptance of Terms By connecting to the GACC's Wi-Fi network, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not use the Wi-Fi service.
- 2. Use of Wi-Fi Service
  - a. Access: The Wi-Fi service provided by GACC is for the use of members and guests while on the premises. The Wi-Fi service is offered as a convenience and is not guaranteed to be uninterrupted, error-free, or secure.
  - b. Acceptable Use: You must use the Wi-Fi service in a manner consistent with applicable laws, regulations, and these Terms. You agree not to engage in any activity that may disrupt, damage, or interfere with the functioning of the Wi-Fi service or the network infrastructure. Prohibited activities include, but are not limited to, the following:
    - i. Violating any local, state, national, or international law or regulation.
    - ii. Uploading, downloading, or transmitting any illegal, infringing, obscene, or offensive material.
    - iii. Accessing or attempting to access unauthorized areas of the network.
    - iv. Engaging in any activity that may compromise the security or integrity of the Wi-Fi service or the network.
  - c. User Responsibility: You are solely responsible for the security and proper use of your device while connected to the Wi-Fi service. You are also responsible for maintaining the confidentiality of any usernames, passwords, or other credentials associated with your Wi-Fi connection.
- 3. Limitations and Disclaimers

- a. Availability: GACC does not guarantee the availability, speed, or quality of the Wi-Fi service. The Wi-Fi service may be subject to limitations, interruptions, and delays beyond GACC's control.
- b. Security: While reasonable measures are taken to secure the Wi-Fi service and the network, GACC cannot guarantee the security of your data transmitted over the Wi-Fi network. It is your responsibility to ensure that your device is adequately protected against viruses, malware, and unauthorized access.
- c. Liability: GACC and its affiliates, employees, and volunteers shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the Wi-Fi service, including but not limited to any loss of data, business, or profits.
- 4. Privacy
  - a. Data Collection: GACC may collect certain information about your use of the Wi-Fi service, including device information, IP addresses, and usage statistics. This data will be used for network management purposes and to improve the quality of service. GACC will handle your data in accordance with applicable privacy laws and its Privacy Policy.
  - b. User Privacy: While reasonable efforts are made to protect user privacy, GACC cannot guarantee the confidentiality of any information transmitted over the Wi-Fi network. It is your responsibility to use appropriate encryption and security measures to protect your personal and sensitive information.
- 5. Modifications GACC reserves the right to modify or update these Terms at any time without prior notice. It is your responsibility to review the most current version of the Terms before using the Wi-Fi service.
- 6. Governing Law These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in Henrico County Virginia.
- Termination GACC reserves the right to terminate or suspend your access to the Wi-Fi service at any time, without prior notice, for any reason. In case of a violation of these Terms or any applicable laws, GACC may take appropriate legal actions.
- 8. Indemnification You agree to indemnify, defend, and hold harmless GACC, its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses arising out of or in connection with your use of the Wi-Fi service, your violation of these Terms, or your infringement of any rights of any third party.
- 9. Severability If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The

invalid or unenforceable provision shall be deemed replaced by a valid, enforceable provision that most closely matches the intent of the original provision.

- 10. Entire Agreement These Terms constitute the entire agreement between you and GACC regarding the Wi-Fi service and supersede all prior or contemporaneous agreements, understandings, and representations, whether oral or written, regarding the subject matter herein.
- 11. Contact Information If you have any questions, concerns, or feedback regarding these Terms or the Wi-Fi service, please contact GACC at tech@glenallenpool.com.

By connecting to the GACC's Wi-Fi network, you acknowledge that you have read, understood, and agreed to these Terms. Failure to comply with these Terms may result in the termination of your access to the Wi-Fi service.