

United States District Court
Eastern District of Missouri



United States Bankruptcy Court
Eastern District of Missouri

Wireless Internet Access Agreement

The United States District Court for the Eastern District of Missouri and the United States Bankruptcy Court for the Eastern District of Missouri (the “Courts”)¹ provide free wireless access to the Internet in select areas of the Thomas F. Eagleton United States Courthouse (the “Courthouse”). Access is restricted to authorized users consisting of select U.S. government employees and members of the Courts’ bar (“Users”). This Wireless Internet Access Agreement (“Agreement”) is made between the User signing the Agreement and the Courts. By signing this Agreement, the User agrees to the terms contained herein.

Requirements

Users must be in range of the network’s “hot spot” locations. To connect to the Courts’ wireless network (the “Network”), devices must have a WiFi-compatible network card installed. The wireless card should detect the signal immediately. Because some wireless card software may require additional procedures or setting changes, the User should consult the device’s user manual or contact the hardware or software provider for additional assistance. Except for providing limited information regarding access, the Courts’ personnel cannot assist the User in connecting to or using the Network (see Restrictions, #8 below). Network speed will vary depending on the device’s configuration and capabilities, the User’s location, Network congestion, and other factors.

Restrictions

- 1) Broadcasting or recording Court proceedings using the Network is strictly prohibited.
- 2) Disseminating over the Network pictures or other video of any area of the Courthouse or its outside grounds, or of any federal employee is strictly prohibited. This includes instances in which the Courthouse, its outside grounds, or a federal employee are merely in the background for a picture or video.
- 3) Users may not share access to the Network with anybody or anything.
- 4) Users should be aware that this is a public Internet connection, and there are security, privacy, and confidentiality risks inherent in wireless communications and associated technologies. Neither the Courts nor the United States Government make any assurances or warranties related to such risks. Users should not transmit confidential information over the Network and do so at their own risk.
- 5) Users agree to be solely responsible for the content of all information they disseminate or receive over the Network. Users are solely responsible for any charges that they incur from

¹ The term “Courts” shall mean either or both of the Courts.

third parties while using the Network. Users agree not to receive or disseminate any illegal, pornographic, sexist, racist, or other offensive or obscene material using the Network.

- 6) Printing is not available via the Network.
- 7) Electrical outlets for wireless devices may not be available in all areas of the Courthouse. Users of Courthouse electrical power do so at their own risk. Neither the Courts nor the United States Government are responsible for any loss, injury, or damage resulting from the use or attempted use of the Courthouse's electrical power.
- 8) Neither the Courts nor the United States Government warrant that access to the Internet or any other service will be uninterrupted, error-free, or free of viruses or other harmful components. Neither the Courts nor the United States Government guaranty the accuracy, integrity, or quality of any communication made over the Network. Access is provided as a courtesy on as "as is" and "as available" basis, and the User assumes the entire risk of damage or loss incurred by either the User or any third party based on the User's use of or inability to use the Network. Users agree that neither the Courts nor the United States Government shall be liable for any costs or damages arising from the User's use of or inability to use the Network. The User agrees to indemnify, defend, and hold harmless the Courts and the United States Government from any claims, damages, losses, and expenses caused by the User's use of or inability to use the Network. Nothing in this Agreement shall be construed to limit the Courts' or the United States Government's right to seek recovery of damages based on the User's use or attempted use of the Network.
- 9) Neither the Courts nor the United States Government are obligated to provide any assistance, services, or information whatsoever to Users in connecting to or using the Network. The Courts' employees are, in fact, prohibited from providing any such assistance, services, or information other than informing Users where in the Courthouse access to the Network is available and giving Users any necessary access codes or URLs for accessing the Network. Should any Court or other United States Government employee provide any assistance, services, or information to any User in connection with the use of the Network, such assistance, information, or other services do not create a warranty or give rise to any legal obligation beyond this Agreement from the Courts or the United States Government to the User. The Courts' and the United States Government's relationship with the User shall continue to be limited by the terms of this Agreement in such an instance.
- 10) The Courts reserve the right to deny, terminate, or restrict access to the Network to any party at any time in the Courts' sole discretion. Violation of the terms of this Agreement shall cause a User's access to the Network to be terminated. The Courts also reserve the right to monitor, intercept, and store any transmissions over or using the Network, and to provide to appropriate authorities any User's information, use records, and other related information, including in response to lawful process such as (but not limited to) a warrant, a court order, or a subpoena.

BY CONNECTING TO THIS SYSTEM, I FULLY UNDERSTAND AND AGREE TO THE TERMS OF USE.