

Welcome!

This Public Access network access is provided "as is" to you on behalf of the

Greater Springfield Volunteer Fire Department.

By using this service you agree to the Terms and Condition of this service.

We hope you enjoy your experience.

Thanks for your Support!

GSVFD

Terms and Conditions of Service

PLEASE READ THIS DOCUMENT. YOUR USE OF THIS SERVICE CREATES A LEGALLY BINDING CONTRACT. DO NOT USE THIS SERVICE IF YOU DO NOT INTEND TO BE LEGALLY BOUND TO THESE TERMS OF SERVICE ("TERMS"). THESE TERMS SUPERCEDE ALL EARLIER VERSIONS.

1. Access to the Internet (this "Service") is provided by the Greater Springfield Volunteer Fire Department (GSVFD) (collectively, "we", "us" or "Provider"). Your use of this Service creates a legally binding contract between you and the Provider, as set forth in these Terms.

2. When you use this Service, you agree that YOU WILL NOT:

- Transmit any information or data, in any form, which violates any local, state, United States, or applicable international law or regulation, or that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable.
- Violate or infringe any copyright, trademark, patent, or other statutory or common law proprietary rights of others.
- Send unsolicited mass e-mail messages (SPAM).
- Engage in any activity or use any device in an effort to disguise the origin of any transmission.
- Transmit any programs, information or data that contains any computer virus, worm or spyware, or any other material likely to interrupt, destroy, or limit the functionality of any computer hardware or software, or that may infringe the privacy or other rights of other computer users.
- Engage in any activity in the nature of hacking, or port scanning.
- Engage in any activity that is harmful to minors.
- Use this Service in furtherance of any fraudulent activity.
- Engage in any activity that is in the nature of a "denial of service" attack.

3. You agree that the Provider may, in its sole discretion, disconnect you from the Internet and deny access to this Service at any time in the event that you engage in any of the activity prohibited in section 2, above. In addition, you agree that you will indemnify, defend and hold harmless Provider (and their directors, officers, employees, customers and agents) with respect to any claims, losses or expenses by any party that arise, or are claimed to arise, from your use of this Service.

4. When you use this Service, you are representing to the Provider that:

- You are of legal age and agree to be bound by these Terms and create by your use of this Service a legally binding contract between yourself and the Provider.
- You are solely responsible for the activity and conduct of anyone that you permit to use this Service.
- You will not permit a minor to use this Service to access any content intended for adults.
- You will not permit any child under the age of 18 years to use the Service without the consent of a parent or legal guardian.
- You have read and accept these Terms.

5. The Provider reserves the right to modify these Terms at any time, effective upon posting of the modified Terms. Therefore, you are urged to review these Terms frequently.

6. The fee (if any) charged by Provider for your use of this Service is paid solely for the privilege of accessing this Service. Other web sites you visit may charge additional fees.

7. In operating the Service, we may act as a "services provider" (as that term is used in the Digital Millennium Copyright Act ("DMCA")) and offer services as an online provider of materials and links to third party web sites. As a result, third party materials that are not owned or controlled by Provider may be transmitted, stored, accessed or otherwise made available using the Service. If you believe any material available via the Service infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA. We will respond accordingly to remove or disable access to material we determine may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the applicable content. Our designated agent to whom you should address infringement notices under the DMCA is available by sending electronic mail to INFO@GSVFD.ORG This e-mail address is being protected from spambots.

8. You agree that any dispute between you and Provider that arises as a result of your use of this Service shall at Provider's sole option be brought exclusively in the State or Federal court in Virginia.

9. These Terms constitutes the entire agreement between you and Provider regarding your use of this Service. Provider's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

10. This Service is provided on an "as is, as available" basis. We are not responsible for interruptions of this Service.

11. Wireless systems use radio waves to transmit voice and data communications. Privacy of such transmission and communications cannot be guaranteed, and we are not liable to you or any other party for any lack of privacy you experience while using the Service. We have the right, but not the obligation to monitor, intercept and disclose any transmissions over or using our facilities, and to provide subscriber billing, account, or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property). You acknowledge that the Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, we cannot guarantee the effectiveness of these efforts and will not be liable to you or any other party for any lack of security that may result from your use of the Service. You acknowledge that you are responsible for taking such precautions and providing such security measures as you deem appropriate, including use of virtual private networks, encryption and personal firewalls selected, installed and maintained by you. We are not responsible for the effectiveness of security measures you choose to use.

12. NO WARRANTIES, REPRESENTATION OR ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE PROVIDER FROM AND PROVIDER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXPLANATORY OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES RELATED TO ACCESS TO, DISCLOSURE OF, OR USE OF INFORMATION (AS THAT TERM IS DEFINED IN OUR PRIVACY POLICY) COLLECTED, OR FROM LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERY, MIS-DELIVERY, OR SERVICE INTERRUPTIONS, OR DUE TO INADVERTENT RELEASE OR DISCLOSURE OF INFORMATION SENT BY YOU EVEN IF THE SAME IS CAUSED BY PROVIDER'S OWN NEGLIGENCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS, DATA, AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR THIS SERVICE. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO PROVIDER FOR THE USE OF THIS SERVICE. YOUR USE OF ANY INFORMATION OR DATA OBTAINED BY YOU VIA THIS SERVICE AND THE INTERNET IS AT YOUR OWN RISK, AND PROVIDER DISCLAIMS ANY RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ANY SUCH INFORMATION OR DATA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PROVIDER FOR ANY AND ALL DAMAGES, COSTS AND OTHER EXPENSES (INCLUDING ATTORNEYS' FEES) IN THE EVENT OF ANY CLAIMS MADE AGAINST PROVIDER AS A RESULT OF YOUR USE OF THE SERVICE.

