

KEENE PUBLIC LIBRARY MOBILE Wi-Fi HOTSPOT USE AGREEMENT

I agree to the following terms and conditions for the use of a Mobile Hotspot:

- I understand and acknowledge that Mobile Hotspots are unsecured, wireless networks, and any information being sent or received over the network could be intercepted by another wireless user. Mobile Hotspot borrowers are cautioned against transmitting their credit card information, passwords, and any other sensitive, personal information while using the wireless network.
- I agree to return the Mobile Hotspot in the same working order and condition as when received. If such equipment is damaged or lost while on loan, I agree to notify the library immediately. I agree to pay all actual repair or replacement costs resulting from harm, damage, or loss.
- Any use of the Mobile Hotspot for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory, or obscene materials is strictly prohibited.
- I agree to comply with all applicable federal, state, and local laws, including obscenity, pornography and the delivery of any such material to minors, and Library policies. I understand and acknowledge that the Internet contains images and content that may be offensive or harmful to myself or others.
- I understand and agree that the actual replacement cost for this Mobile Hotspot shall be the current actual price of a Mobile Hotspot in terms of quality, durability, and performance, including any upgraded models if a similar model is no longer available due to changing product developments.
- I understand that if the Mobile Hotspot is overdue, the library will shut down the internet connection, which will make the device unusable. I understand I will still be responsible for returning an overdue Mobile Hotspot and paying any associated overdue fines, and understand that I will pay the replacement fee for the device and all associated costs if it cannot be returned.
- I acknowledge and agree that my failure to comply with this Mobile Hotspot Lending Acceptable Use Agreement may result in the suspension of my Mobile Hotspot borrowing privileges and/or Internet privileges or other appropriate legal action.
- I will return the Mobile Hotspot in-person to a library staff member at the circulation desk. If I encounter any problem with the Mobile Hotspot, I will return it and all its parts to the library immediately.

If I fail to pay for any repairs, replacement costs, or any other charges arising under this Agreement:

- I understand and agree that the City shall have the right to treat the Mobile Hotspot as stolen property and take all necessary actions to recover it in accordance with governing law, including, but not limited to, disclosing personal information contained in this record (as provided in the New Hampshire Revised Statutes Annotated [RSA] § 201-D:11).
- For purposes of this Agreement, I agree that this circulation record does not constitute a "confidential library record." Further, I grant my consent for the library to disclose this Agreement in accordance with RSA 201-D:11(II) and agree to waive any and all of my confidentiality rights under any Federal or State laws.

I further agree to indemnify and hold the Library Board of Trustees, the City of Keene, and their officials and employees harmless from and against any and all claims arising from or relating to any use or misuse of the Mobile Hotspot, the connection of the Mobile Hotspot to other electronic devices, or data loss while it is checked out under my name, and from all liabilities associated with the viewing of, use of, or exposure to any information, picture, graphical representation, or illustration I may encounter while using the Mobile Hotspot, regardless of whether the information appears on, or is delivered through the device I operate or any other wireless user operates.

I understand that this document contains binding legal obligations and voluntarily enter it as indicated below by my signature.

Signature _____ Date _____

PRINT Last Name _____ First _____ Middle _____

Address _____

KPL Card Barcode _____

KPL Approval: _____