

## **Brazoria County Connectivity Program for Education – Wireless Hotspot Terms and Conditions**

By using the wireless hotspot device and associated internet connectivity provided under the Connectivity Program for Education (“Program”), the Eligible User (or the Student’s legal guardian, as applicable) agrees to the following terms and conditions:

### **1. Indemnification**

The Eligible User agrees to indemnify, defend, and hold harmless Brazoria County, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys’ fees and costs) arising out of or in any way connected with the use or misuse of the wireless hotspot device or internet connectivity provided under this Program.

### **2. Prohibited Activities**

The wireless hotspot is intended for educational use. The wireless hotspot and internet connectivity may not be used for any unlawful, harmful, or inappropriate activities. This includes, but is not limited to:

- Accessing or distributing illegal content;
- Engaging in cyberbullying, harassment, or threats;
- Attempting to gain unauthorized access to systems or networks;
- Violating intellectual property rights.

Any such use may result in termination of access to the Program and potential legal consequences.

### **3. Content Filtering**

All internet traffic is subject to MyLAN or Child Content Block content filtering from the service provider, which is designed to restrict access to inappropriate or non-educational content. Users should be aware that access to certain websites or services may be blocked or limited in accordance with applicable policies.

### **4. Video Streaming Limitations**

To ensure equitable access and network performance, video streaming is limited to standard definition (SD). High-definition (HD) or ultra-high-definition (UHD) streaming may be restricted or throttled.

### **5. Service Disclaimer**

The wireless internet connectivity enabled by the Qualified Services and Qualified Device is provided “as is” without warranties of any kind. AT&T and T-Mobile make no representations

or warranties regarding the availability, reliability, or performance of the service and shall have no responsibility or liability for the Eligible User's use of such connectivity.

#### **6. Third-Party Beneficiary**

AT&T and T-Mobile are expressly designated as third-party beneficiaries of these Terms and Conditions. They are entitled to all rights and benefits afforded to Brazoria County under these terms as if they were direct parties to this agreement.

#### **7. Reimbursement for Hotspot Device**

The Eligible User shall reimburse Brazoria County for the full replacement cost of the hotspot device in the event that the device is damaged, destroyed, lost, or not returned to Brazoria County upon request or at the conclusion of the usage period. The determination of damage or destruction shall be at the sole discretion of Brazoria County.

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#### **Acknowledgment**

☐ **I acknowledge that I have read, understood, and agree to the above Terms and Conditions for use of the wireless hotspot provided under the Brazoria County Connectivity Program for Education.**