

Winfield Public Library Hotspot Lending Program Requirements, Agreement and Waiver

Requirements

- Borrowers must have a valid Winfield Public Library card in good standing.
- The library account holder must be 18 years of age or older to check out a hotspot on their card.
- The library account holder must read and sign this agreement at the time of each hotspot check out.
- Only one hotspot per household per 28 days.
- Hotspot, charging cord, case, and kit bag must be returned to the same location from where it was checked out.
- Hotspot lending is 14 days, patron may renew once for an additional 14 days (must call before or at due date). After 28 days, Hotspot must be returned. Patron or other household member may check out a hotspot 7 days from the date of return.
- Hotspots will be disabled after the due date.
- Failure to return the hotspot, charging cord, and/or carrying case may result in a replacement cost up to \$100.
- **OVERDUE FINE IS \$1 PER DAY. TO AVOID THIS FINE, PLEASE RENEW IN PERSON or CALL WPL @ 205-487-2484.**

Agreement and Waiver

- **THIS IS NOT YOUR PERSONAL HOTSPOT.** By using the hotspot, you agree to not hold the Winfield Public Library and the City of Winfield and its employees responsible for any damage or harm caused to you by the release of any data you entered while using the hotspot.
- **THE Winfield Public Library and the City of Winfield WILL COMPLY WITH ALL LAWFUL REQUESTS TO ACCESS DATA ON THE HOTSPOT.** The Winfield Public Library and the City of Winfield will comply with all lawful orders to access the data on the hotspot (such as a subpoena, search warrant).
- **COMPLIANCE WITH ALL APPLICABLE LAW.** You will comply with all federal, state, and local laws and regulations when using the hotspot.
- **YOUR DATA IS YOUR RESPONSIBILITY.** The Winfield Public Library and the City of Winfield is not responsible for any data you enter while using the hotspot and will not respond to requests from you to retrieve your data after you return the hotspot to the library.
- **BACKUP YOUR FILES.** The Winfield Public Library and the City of Winfield will not be responsible for any loss of data, corruption of your storage device, or transmitting computer viruses to your personal device.
- **THE CITY IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO HOTSPOT MALFUNCTION.** The Winfield Public Library and the City of Winfield will not be responsible for any personal, financial, or other loss caused by the malfunction of the hotspot.
- **ALL HOTSPOTS WILL BE CIPA COMPLIANT.** The third-party hotspot will have the Children's Internet Protection Act (CIPA)-compliant content filter installed. The Winfield Public Library and the City of Winfield cannot/will not alter the requirements and restrictions imposed by the service carrier.
- **ONLY YOU AND YOUR CHILDREN IN YOUR HOUSEHOLD MAY USE THE HOTSPOT.** Please do not allow those outside your household to use the hotspot.
- **MONITOR YOUR CHILD'S USE.** You are solely responsible for your child's use of the hotspot. The Winfield Public Library and the City of Winfield will not be responsible for your child's use of the hotspot. The Winfield Public Library and the City of Winfield will not be responsible for any content received or posted by your child using the hotspot, or any charges incurred by online purchases your child makes.
- **The Winfield Public Library and the City of Winfield OBLIGATIONS ARE LIMITED.** The Winfield Public Library and the City of Winfield obligations are limited to providing hotspots, charging cords, and carrying case.
- **PLEASE USE THE HOTSPOT RESPONSIBLY.** The hotspot service is provided for the benefit of you and many other Winfield Public Library patrons. Responsible use of this hotspot service will allow the Winfield Public Library and the City of Winfield to continue to provide this vital service to your fellow library patrons.
- **MISCELLANEOUS.** This form is the entire agreement between the Winfield Public Library and the City of Winfield, and the hotspot borrower and no provision will be waived or modified. This agreement shall be governed by the laws of the State of Alabama.