

DPL Hotspot Lending Program Requirements, Agreement and Waiver

Requirements

- Borrowers must have a valid [Library] card in good standing.
- The Library account holder must be 19 years of age or older to checkout a hotspot on their card.
- The Library account holder must read and sign this agreement at the time of each hotspot check out.
- Hotspots cannot be renewed.
- Only one hotspot per household.
- Hotspots may only be checked out for one week at a time.
- Hotspot, charging cord, and carrying case must be returned to the same location from where it was checked out.
- Hotspots will be disabled after the due date.
- Failure to return the hotspot may result in a replacement cost.

Agreement and Waiver

- **THIS IS NOT YOUR PERSONAL HOTSPOT.** By using the hotspot, you agree to not hold the city/state? and its employees responsible for any damages or harm caused to you by the release of any data you entered while using the hotspot.
- **THE CITY/STATE WILL COMPLY WITH ALL LAWFUL REQUESTS TO ACCESS DATA ON THE HOTSPOT.** The city/state 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 (including any applicable APLS Policies) when using the hotspot.
- **YOUR DATA IS YOUR RESPONSIBILITY.** The city/state 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 city/state will not be responsible for any loss of data, corrupting 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 city/state 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 Children's Internet Protection Act (CIPA)-compliant content filter installed. The city/state 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.

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- **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 city/state will not be responsible for your child's use of the hotspot. The city/state 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.
- **CITY/STATE OBLIGATIONS ARE LIMITED.** City/State's 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 [Library] customers. Responsible use of this hotspot service will allow the city/state to continue to provide this vital service to your fellow library customers.
- **MISCELLANEOUS.** This form is the entire agreement between the city/state 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.

By my signature, I agree to the [Library] Hotspot Lending requirements, Agreement and Waiver:

Borrower's Signature

Date Signed

Printed Name

Library Staff use only:

Library Card Number: _____