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Governor

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NOTICE

NOVEMBER 30, 2007

The State Gaming Control Board is now providing free public wireless internet access for use during the public meetings of the State Gaming Control Board and the Nevada Gaming Commission Meetings..

SECURITY WARNING AND DISCLAIMER

WARNING: This free service is an open network provided for the convenience of the user, and it should be used at the user's risk. It is available to the general public, and is NOT INHERENTLY SECURE. The providers cannot and do not guarantee the privacy of your data and communication while using the service.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection, ranging from viruses, worms and other programs that can damage the user's computer, to attacks on the computer by unauthorized or unwanted third parties. By [using the service/registering], you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect yourself on this open network, consult a security professional.

You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK. By using the Service, you also agree to all terms set forth in the following Disclaimer.

Disclaimer

I. **Service provided "AS IS"**. This Service provides access to the Internet on an "as is" basis with all risks inherent in such access. The providers of the Service make no warranty that the Service or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network.

II. **Service provided "AS AVAILABLE"**. The Service is provided on an "as available" basis without warranties of any kind, either express or implied, that the Service will be uninterrupted or error-free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, noninfringement, **NOR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. No advice or information given by the providers, affiliates, or contractors of the service or their respective employees shall create such a warranty.

III. **Indemnity**. Under no circumstances shall the providers of the Service, or affiliates, agents, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the Service or to access the Internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. You agree to indemnify and hold harmless the providers of the Service, including affiliates, agents, and contractors thereof, from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement.

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