

## **Public WiFi Disclaimer – WiFi Terms and Conditions of Use**

WI-FI TERMS AND CONDITIONS OF USE Please read the following carefully before using this wireless service. You may not use this wireless service without accepting these Terms and Conditions. Welcome to the wireless Internet access system ("Wi-Fi System") provided by The Corporation of the Town of Oakville (the "Town"). The following terms and conditions of use ("Terms"), govern both your rights and responsibilities and the Town's rights and responsibilities relating to your use of the Wi-Fi System at the Town.

**Acceptance of Terms and Conditions** BY USING THE WI-FI SYSTEM, YOU REPRESENT, ACKNOWLEDGE AND AGREE that: 1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS; AND 2. YOU ARE AT LEAST 18 YEARS OF AGE. If you do not agree to the Terms, you are not permitted to, and must not, use the Wi-Fi System. Your electronic acceptance of the Terms by clicking on "Accept" on the Wi-Fi System sign-up/log-in page and use of the Wi-Fi System represents your agreement to the Terms and has the same effect as if you had actually signed the Terms. The effective date of the Terms is the date that you click on "Accept".

**Description of Wi-Fi System/Service Availability** The Town will provide wireless access to the Wi-Fi System at certain locations within Town facilities that have been equipped with wireless access points ("Enabled Locations"). Enabled Locations may not be available in all areas of the Town, and may not always be operational. You understand and agree that temporary interruptions of the Wi-Fi System may occur as normal events in the provision of the Wi-Fi System. The Town reserves the right, in its sole discretion, to modify or discontinue, temporarily or permanently, at any time and from time to time the Wi-Fi System or any part thereof with or without notice. You further understand and agree that the Town has no control over any third party network you may access in the course of your use of the Wi-Fi System, and therefore delay and disruptions of other network transmissions are beyond the control of the Town. You agree that the Town will not be liable to you for any such modification, suspension, interruption or discontinuance of the Wi-Fi System.

**Access to Internet** The Town uses a filter that operates to block access to certain prohibited content but it is impossible to filter all content that may be offensive, illegal, or harmful. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. The Town reserves the right, in its sole discretion, to immediately terminate or suspend all or a portion of your access to/use of the Wi-Fi System, without notice, for any reason including but not limited to violation of the Terms, conduct that the Town believes violates its acceptable use or other policies, or security or safety reasons. You agree that the Town is not liable for any termination or suspension of your access, for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System, nor for any use by you of the Internet or the Wi-Fi System.

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**Your Responsibilities** In your use of the Wi-Fi System, you must: (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) needed to connect to the Wi-Fi System, and (2) comply with local, provincial, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for: (1) the accuracy, completeness, reliability and/or usefulness of any content or information available or accessible to you through the Wi-Fi System, and (2) all communications that you send or receive via the Wi-Fi System.

**Security and Privacy** The Town will not be responsible for any corrupted files or viruses which may affect you in your use of the Wi-Fi System. It is your sole responsibility to safeguard your system, through appropriate means (e.g. using commercially available anti-virus software), from theft, unauthorized use or system corruption. The Town does not ensure or guarantee privacy or security for users of the Wi-Fi System. Any such use will be at your sole risk and the Town will be relieved from all liability in connection with your use. Wireless Internet access represents additional security risks (as compared with wired Internet connection) because access to your compatible device is possible without being physically connected to your device. Therefore, it is strongly recommended that you (and it is your responsibility to) ensure that the configuration of your device is secure. In order to work with the widest variety of devices, you acknowledge that the Enabled Locations do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms).

**Acceptable Use Policy** All users of the Wi-Fi System must comply with the Town's IS General Use and Practices Policy <https://www.oakville.ca/townhall/a-iss-001.html> (GUPP) which is intended to prevent unacceptable uses of the Wi-Fi System. The Town may actively monitor the use of the Wi-Fi System but does not do so under normal circumstances. Similarly the Town does not exercise editorial control or review the content of any web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, the Town reserves the right to remove, block, filter or restrict by any other means any materials that, in its sole discretion, may be illegal, may subject the Town to liability or may violate its GUPP. The Town may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this policy may result in the suspension or termination of your access to the Wi-Fi System with no refund to you. The following constitute examples of violations of the Town's GUPP, and you specifically agree that you will not use the Wi-Fi System to:

1. Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
2. Harm, or attempt to harm, minors in any way;
3. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;

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4. Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
5. Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
6. Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
7. Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. Interfere with or disrupt the Wi-Fi System or servers or networks connected to the Wi-Fi System, or disobey any requirements, procedures, policies or regulations of networks connected to the Wi-Fi System;
9. Intentionally or unintentionally violate any applicable local, provincial, federal or international law, or any regulations having the force of law;
10. "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
11. Resell the Wi-Fi System without the Town's authorization; and/or
12. Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, FTP server, IRC server, or any other server. You understand and agree that the Town may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, law enforcement and judicial orders.

**Modifications** The Town may, at its sole discretion, modify the Terms at any time. Such modifications will be binding and effective upon posting on the Wi-Fi System sign-up/log-in page. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications. Indemnification You shall defend, indemnify and hold the Town and its corporate affiliates and their respective councilors, officers, directors, shareholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable legal fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of the Terms.

**No Warranty** THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. THE TOWN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. THE TOWN MAKES NO EXPRESS WARRANTIES AND YOU WAIVE ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE TOWN OR THE INTERNET GENERALLY. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE, AND YOU ASSUME ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND THE TOWN DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY THE TOWN OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**Limitation of Liability** THE TOWN, AND ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS, ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**Miscellaneous** These Terms, and all documents and policies referenced herein, constitute the entire agreement and understanding between you and the Town pertaining to the subject matter hereof and will supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Failure of the Town to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. If any of the provisions contained in these Terms are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. These Terms will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws rules. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to these Terms or the Wi-Fi System exclusively in a provincial court located in Ontario.