



# CULTUS LAKE PARK

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## Administrative Policy

Section:		
Sub-Section:		
<b>Title:</b>	<b>WIFI ACCEPTABLE USE POLICY &amp; TERMS &amp; CONDITIONS OF USE</b>	

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### APPROVALS

<b>Approval Date: January 16, 2014</b>	<b>Approved by: CAO Campbell</b>
<b>Amended:</b>	<b>Approved by:</b>
<b>Amended:</b>	<b>Approved by:</b>
<b>Amended:</b>	<b>Approved by:</b>

**Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions.**

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") operated by Cultus Lake Park. These "Terms and Conditions of Use" govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System.

### **Acceptance of Terms and Conditions of Use**

BY CLICKING ON "Logon" ON THE WI-FI SYSTEM SIGN-UP PAGE, YOU REPRESENT that:

1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT; and
2. YOU ARE AT LEAST 18 YEARS OF AGE.

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of the Agreement by clicking on "*Logon*" on the sign-up page has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on "*Logon*".

### **Description of Wi-Fi System/Service Availability**

Cultus Lake Park will provide access to the Wi-Fi System at locations ("*Enabled Locations*") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of the Park, and may not always be operational.

### **Access to the Internet**

CULTUS LAKE PARK provides limited screening and content filtering to content placed on or accessible through the Internet. CULTUS LAKE PARK does not screen or restrict communications between parties via the Internet. 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. You agree that CULTUS LAKE PARK is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

### **Your Responsibilities**

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (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 available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. CULTUS LAKE PARK does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

## **Acceptable Use Policy (AUP)**

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. CULTUS LAKE PARK does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do 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, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject CULTUS LAKE PARK to liability or may violate this AUP. CULTUS LAKE PARK may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

## **Examples of Violations of This AUP**

You agree to 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;
- (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 Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (9) Intentionally or unintentionally violate any applicable local, state, national 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 CULTUS LAKE PARK's authorization;

- (12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, updates, streaming video, IRC server, or any other server.

You understand and agree that CULTUS LAKE PARK may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, and judicial orders.

### **Termination**

You agree that CULTUS LAKE PARK may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, CULTUS LAKE PARK will have no liability to you.

### **Modifications**

CULTUS LAKE PARK may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the Wi-Fi System '*Internet Access Signup*' page. You agree to periodically review the '*Internet Access Signup*' page to maintain awareness of any modifications. 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 CULTUS LAKE PARK and its corporate affiliates and their respective officers, directors, stockholders, 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 attorneys' 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 this Agreement.

### **No Warranty**

THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. CULTUS LAKE PARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CULTUS LAKE PARK MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES 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 CULTUS LAKE PARK OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY

ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND CULTUS LAKE PARK DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY CULTUS LAKE PARK OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**Limitation of Liability**

CULTUS LAKE PARK, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE 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.