

Disclaimer:
City of San Luis Obispo
PublicWireless Network Acceptable Use Policy

In order to provide the users with free Internet access, the City of San Luis Obispo has adopted an Acceptable Use Policy (AUP) for the PublicWireless network. Please read this policy prior to accessing the PublicWireless network. The word “user” is used to refer to any person, entity or business that accesses the PublicWireless network. By using the service the user agrees to the terms of this AUP.

Applies to:
Users of the PublicWireless network in and around San Luis Obispo, California.

Summary:
The City of San Luis Obispo through PublicWireless provides a public wireless network for the purpose of enabling users to access the Internet. Use of the PublicWireless network is governed by all applicable local, state, and federal laws, and this wireless network AUP. The City of San Luis Obispo offers the PublicWireless network as a free service and does not provide technical support for users. For instructions on how to connect to the network, please refer to the document “How to connect to the PublicWireless network.”

Authority:
The City of San Luis Obispo reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong in compliance with applicable laws and regulations. Such cooperation may include, but shall not be limited to, providing account or user information or email as well as the monitoring of the PublicWireless network in compliance with applicable law. The City of San Luis Obispo through PublicWireless does not guarantee any level of quality of service and may restrict access to the network, limit the bandwidth available to any user or group of users and restrict usage time at any time.

Privileges of Network Users:
The purpose of the PublicWireless network is to provide a convenient wireless means of Internet access for the interest, information and enlightenment of the community the City serves. PublicWireless users will be granted non-exclusive limited access to this wireless network in the designated areas as technology and network capacities allow and as restricted by this AUP and subject to the constraints such access places on the City. Users may not resell the service or provide the service to third parties in exchange for any form of compensation. Official City business will at all times have priority of access to the network.

Responsibilities of Network Users:

1. Access to the wireless network is through individual accounts with password protection. All willful violations of this policy that are traced to an individual account name will be treated as the sole responsibility of the owner of that account. Users will be responsible for all activities occurring under the user's username and password, and for keeping the user's password secure. Do NOT share your username and password with others.

2. Users are responsible for ensuring they have the appropriate compliant wireless card (802.11bgn), securing their devices and if available, must run up-to-date antivirus software on their wireless device.

3. Please know that wireless technology is a shared resource among all City wireless devices, therefore, speeds will be directly affected by the number of simultaneous users.

4. Users will not use PublicWireless to violate any applicable federal, state, local or international laws, or City policies, for example, but not limited to:

- User will not transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.
- User will not use the PublicWireless network to commit any crime, act of terrorism, or fraud, or to plan, encourage or help others to commit any crime or fraud, including, but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.
- User will not use the PublicWireless network to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other user.
- User must respect all copyrights. Licensed commercial software may only be installed on devices expressly covered by the licenses. The downloading or sharing of copyrighted materials in violation of law is strictly prohibited.
- Any action which promotes or furthers an illegal usage is prohibited and will be blocked by filtering software.

5. Users will not use PublicWireless to violate any applicable City policies, for example, but not limited to:

- User will comply with City of San Luis Obispo’s Anti-Discrimination and Unlawful Harassment Policy.
- User will not access sites restricted for City use or engage in any action which promotes or furthers prohibited uses, including use of the PublicWireless network to access or transmit pornographic, sexually explicit or otherwise obscene material, content which will be blocked by filtering software.

6. User will not disrupt the PublicWireless network, for example, but not limited to:

- User will not access the accounts of others or attempt to penetrate the security measures of the PublicWireless or other City network or other computer systems (“hacking”) or to cause a disruption of the PublicWireless or other City network’s availability to other online users.
- User will not use tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.
- User will not willingly introduce malware (such as Trojans and spyware).
- Users will not connect to "Peer to Peer" file sharing networks or download large files, such as CD ISO images, without prior City authorization.
- Users will not run programs, services, systems, processes or servers by a single user, or group of users, that may substantially degrade network performance or accessibility.
- Users will not distribute bulk electronic chain letters, bulk email, or other forms of solicitation (“spamming”), or mail bombs, the distribution of which requires excessive network capacity.

7. The City of San Luis Obispo reserves the right to immediately block access to sites that fall within the above expressly prohibited categories. Computers that attempt to access sites categorized as security risks 5 or more times in 24 hours will have their Internet access suspended until City staff can assess the security risk.

Violations and Sanctions:

Reporting Violations: Any knowledge or evidence of violations of this AUP should be reported to webmaster@slocity.org.

Penalties: Users who violate this AUP may be subject to the range of sanctions including, but not limited to, termination of network privileges and legal action. The

City of San Luis Obispo through PublicWireless has the authority to temporarily revoke network access or take other appropriate action in order to maintain network security and reliability.

Revisions/Termination: The City of San Luis Obispo reserves the right to revise or terminate the PublicWireless network and this AUP at any time, for any reason, and without notice, including the right to terminate with or without notice, without liability to any user, the network privileges of any user or any third party. Usage of the PublicWireless network indicates that you understand and agree to the terms and conditions listed herein and to any revisions.

SECURITY WARNING AND DISCLAIMER

WARNING: PublicWireless is an open network provided by the City of San Luis Obispo for your convenience, and you use it at your own risk. It is available to the general public, and is NOT INHERENTLY SECURE. **The City of San Luis Obispo cannot and does not guarantee the privacy of your data and communications while using the service.** The City of San Luis Obispo highly discourages the conducting of confidential transactions (such as online banking or credit card usage) over any wireless network, including this one.

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 PublicWireless, 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 you on this open network, consult a security professional.

By using this PublicWireless, you acknowledge and agree that **YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK.** By using the PublicWireless, you also agree to all terms set forth in the City of San Luis Obispo PublicWireless Network Acceptable Use Policy (AUP).

DISCLAIMER OF WARRANTIES

The City of San Luis Obispo disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in or accessible through the PublicWireless

network. The City of San Luis Obispo disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. The City of San Luis Obispo disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the PublicWireless service.

THE PUBLICWIRELESS SERVICE, AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE PUBLICWIRELESS SERVICE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PUBLICWIRELESS SERVICE. THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE PUBLICWIRELESS SERVICE. THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PUBLICWIRELESS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE PUBLICWIRELESS SERVICE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED IN THE PUBLICWIRELESS SERVICE.

YOU UNDERSTAND AND AGREE THAT (A) THE PUBLICWIRELESS SERVICE WILL NOT BE UNINTERRUPTED OR ERROR-FREE, (B) THERE IS NO WARRANTY OR GUARANTEE THAT THE PUBLICWIRELESS SERVICE WILL OPERATE AT ANY MINIMUM DATA TRANSFER SPEED, (C) THE CITY OF SAN LUIS OBISPO HAS NO CONTROL OVER THIRD PARTY NETWORKS OR SITES YOU MAY ACCESS IN THE COURSE OF YOUR USE OF THE PUBLICWIRELESS SERVICE, AND (D) YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE PUBLICWIRELESS SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE TO YOU, ANY USER, OR ANY THIRD PARTY ON ACCOUNT OF YOUR OR THAT PARTY'S USE OR MISUSE OF OR RELIANCE ON THE PUBLICWIRELESS SERVICE ARISING FROM ANY CLAIM RELATING TO THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (EVEN IF THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PUBLICWIRELESS SERVICE, FROM INABILITY TO USE THE PUBLICWIRELESS SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PUBLICWIRELESS SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE PUBLICWIRELESS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PUBLICWIRELESS SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE PUBLICWIRELESS SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE PUBLICWIRELESS SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF THE PUBLICWIRELESS SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE PUBLICWIRELESS SERVICE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT

FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

INDEMNIFICATION

YOU AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY OF SAN LUIS OBISPO, ITS SUPPLIERS AND LICENSORS FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE PUBLICWIRELESS SERVICE, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE. IN SUCH A CASE, THE CITY OF SAN LUIS OBISPO WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION. UNDER NO CIRCUMSTANCES SHALL THE CITY OF SAN LUIS OBISPO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE PUBLICWIRELESS SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE PUBLICWIRELESS, 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 DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF SAN LUIS OBISPO, INCLUDING ITS AFFILIATES, AGENTS, AND CONTRACTORS, FROM ANY CLAIM, LIABILITY, LOSS, DAMAGE, COST, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO YOUR USE OF THE PUBLICWIRELESS, ANY MATERIALS DOWNLOADED OR UPLOADED THROUGH THE PUBLICWIRELESS, ANY ACTIONS TAKEN BY YOU IN CONNECTION WITH YOUR USE OF THE PUBLICWIRELESS, ANY VIOLATION OF ANY THIRD PARTY'S RIGHTS OR ANY VIOLATION OF LAW OR REGULATION, OR ANY BREACH OF THE FOREGOING. THE FOREGOING WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE

WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISION AND ANY ACTION ARISING UNDER THIS AGREEMENT WILL BE VENUED IN SAN LUIS OBISPO, CALIFORNIA. IF FOR ANY REASON A COURT OF COMPETENT JURISDICTION FINDS ANY PROVISION OR PORTION OF THE FOREGOING TO BE UNENFORCEABLE, THE REMAINDER OF THE FOREGOING WILL CONTINUE IN FULL FORCE AND EFFECT.