

COUNCIL/ADMINISTRATIVE POLICY

Subject: Wi-Fi POLICY	Policy No: 10-21	Date: February 14, 2017
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1. **PURPOSE**

The purpose of this policy is to establish guidelines for public users of the City's free Wi-Fi Service.

In order to access the Wi-Fi Service, each user will be required to agree to the terms and conditions of use. The terms and conditions require the user to comply with all applicable Federal, State and local laws, rules, regulations and ordinances regarding use of the service and of the internet.

2. **POLICY**

2.1 **Terms and Conditions:** Each user is required to agree to terms and conditions which will be considered a binding agreement between the user and the City of Brentwood.

2.1.1 The terms and conditions may be amended by the Director of Finance and Information Systems or his/her designee in consultation with the City Attorney.

2.2 **Personal Use Only:** The Wi-Fi Service provided will be for personal use only. The Wi-Fi Service is not intended for business use or to be a resident's primary internet service.

2.3 **Management of Use:** The Information Services division of the Finance and Information Systems Department will manage the Wi-Fi Service. The Wi-Fi Service will be implemented with a program that includes a timed user session mechanism. The program will enable shutdown by the system of a user's access if a user monopolizes the system for longer than two hours in any given day. The user can gain access to the system the following day. Sessions will not be limited during City Council meetings to enable the public to have internet access during the meetings. Such sessions will be timed out at midnight or upon the adjournment of the City Council meeting, whichever is later.

2.4 **Availability:** The Wi-Fi Service will automatically shut down for the day at 11:00pm and restart at 7:00am.

3. **PROCEDURE**

3.1 **Use:** In order to gain access, each user must select the City's Wi-Fi public network, by doing so, the user will be directed to the "City of Brentwood Welcome to our Wi-Fi" page.

The user shall read the terms and conditions, and by selecting the "Agree" button, the user agrees to be bound by the terms and conditions of use. The user will be issued an IP address and gain access to the Wi-Fi Service.

3.2 **Disclaimer:** The terms and conditions include a disclaimer which states that the Wi-Fi Service is provided "as is" and shall be used at the user's own risk.

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It is the responsibility of each user to protect their computer and the City of Brentwood shall not be held liable and assumes no responsibility for any direct or indirect damage arising from the use of the Wi-Fi Service.

3.3 **Changes to or Termination of Service:** The City of Brentwood may modify or terminate the City's Wi-Fi Service or the terms and conditions, for any reason, without notice. Upon termination of the Wi-Fi Service, any and all rights granted by the City to user shall terminate.

3.4 **Privacy Protection:** All users tracking logs will be purged from the system every evening.



Wi-Fi Service Terms and Conditions

Administrative Services
Effective: May 26, 2015

PLEASE READ THIS CAREFULLY

This free Wi-Fi service (Wi-Fi Service) is an open network provided by the City of Brentwood for your personal usage and convenience only. By logging on as a “guest” and using the Wi-Fi Service, user agrees to be bound by the following Terms and Conditions, which are a binding agreement between user and the City.

You and anyone using the Wi-Fi Service on your device (“user”) agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances regarding use of the Internet and Wi-Fi Service.

The City reserves the right to monitor your usage of the Wi-Fi Service and to terminate it, either temporarily or permanently, at any time for any reason whatsoever. Your usage of the Wi-Fi Service is subject to the Disclaimer, Limitation of Liability, and Indemnity found within the Terms and Conditions.

USE REQUIREMENTS

The user agrees not to do any of the following:

- Use the Wi-Fi Service in a manner which violates applicable laws;
- Interfere with or disrupt network users, services or equipment, including distribution of unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computers.
- Transmit any material that threatens or encourages bodily harm or destruction of property or harasses another individual.
- Sell or buy products, items, or services to advance any type of a financial fraud such as “pyramid”, “ponzi” and/or “chain letters.”
- Add, remove or modify identifying network header information in an effort to deceive or mislead. Attempt to impersonate any person by using forged headers or other identifying information.
- Transmit any unsolicited commercial email or unsolicited bulk email.
- Access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Wi-Fi Service or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- Transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.



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Wi-Fi Service Terms and Conditions

- Collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- Resell, extend bridge or otherwise misuse the Wi-Fi Service connection and/or services.
- Conduct any activity that adversely affects the ability of other people or systems to use Wi-Fi Service or the Internet.
- Engage in any activity which adversely affects the ability of other people or systems to use City of Brentwood services or the Internet. This includes interference with or disruption of other network users, network services or network equipment is prohibited.

DISCLAIMER

This Wi-Fi Service is provided “AS IS” and should be used at user’s own risk. It is the responsibility of each user to protect their computer against any potential abuse such as viruses, breach of privacy and any other problems associated with the use of the Wi-Fi Service. The City assumes no responsibility for any direct or indirect damages arising from the use of the Wi-Fi Service. The Wi-Fi Service is available to the general public and is NOT INHERENTLY SECURE. The City cannot and does not guarantee the privacy of user’s data and communication while using the Wi-Fi 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 or access of your computer by unauthorized or unwanted third parties. By using the Wi-Fi Service, you acknowledge and knowingly accept the potentially serious risk of accessing the Internet over an unsecured network. It is recommended that users take steps to protect their own computer systems, such as installing current anti-virus software and maintaining appropriate firewall protection.

INDEMNIFICATION

User agrees to indemnify and hold the City of Brentwood harmless for any loss or damage arising out of or resulting from his/her use of the Wi-Fi Service. The City disclaims any and all liability whatsoever arising out of or resulting from your usage of the Wi-Fi Service, content on the Internet, and the use and dissemination of such content.

PROVISIONS

The City of Brentwood’s Terms and Conditions will be governed by and construed in accordance with the laws of the State of California. If for any reason a court of competent jurisdiction finds any portion of the Terms and Conditions to be unenforceable, the remainder of the City of Brentwood Terms and Conditions will continue in full force and effect.

AGREE