



CITY OF CHELSEA, MA
Department of Information Technology

City Hall, 500 Broadway, Room 109 · Chelsea, MA 02150
Phone: 617-466-4120 Website: www.chelseama.gov

City of Chelsea, Massachusetts WiFi Terms and Conditions of Use

BY CLICKING ON "Continue to the Internet" ON THE WIFI SYSTEM SPLASH 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 MISREPRESENT YOUR AGE, THIS AGREEMENT STILL APPLIES TO THE CITY OF CHELSEA RESPONSIBILITIES AND LIABILITIES.

If you do not agree to the terms of this Agreement, you may not use the WiFi System. Your electronic acceptance of the Agreement by clicking on "Continue to the Internet" 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 WiFi System/Service Availability

The City of Chelsea, MA will provide access to the WiFi System at various City Hall 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 City of Chelsea, and may not always be operational.

Fee or charges for access to the WiFi System

The CIT WiFi system at the City of Chelsea is provided "free of charge" as a value added service to its visitors.

Access to Internet

The City of Chelsea may filter some of the content placed on or accessible through the Internet, however, you acknowledge that if you access the Internet you may still receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. The City of Chelsea does not screen or restrict communications between parties via the Internet. You agree that the City of Chelsea is not liable for any action or inaction with respect to any such content on the Internet accessible through the WiFi System.

Visitor/User Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the WiFi System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You or your party 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 WiFi System and (2) all communications that you send or receive via the WiFi System. The City of Chelsea does not undertake the security of any data you send through the WiFi System and it is your responsibility to secure such data.

Acceptable Use Policy

All users of the WiFi System must comply with this Acceptable Use Policy. This policy is intended to prevent unacceptable uses of the internet. The City of Chelsea does not actively monitor the use of the WiFi 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 WiFi 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 City of Chelsea to liability or may violate this policy. The City of Chelsea 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 WiFi System.

The following constitute examples of violations of this policy.

You agree to not use the WiFi 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 WiFi 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 WiFi System;
12. Use the WiFi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that the City of Chelsea may disclose your communications and activities using the WiFi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

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Termination

You agree that the City of Chelsea may terminate this Agreement and cancel your access to the WiFi 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 WiFi System to perform any illegal activity. You further agree that in the event of termination for any reason, the City of Chelsea will have no liability to you.

Modifications

The City of Chelsea may, at its sole discretion, modify the terms and conditions of this Agreement, including the policy, at any time and without notice. Such modifications shall be binding and effective upon posting to the City of Chelsea Website. You agree to periodically review this page to maintain awareness of any modifications. By continuing to use the WiFi System after such postings, you accept and agree to any and all such modifications.

Indemnification

You shall defend, indemnify and hold the City of Chelsea and its respective Council Members, appointed officers, directors, employees, and contractors, 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 WiFi System or any breach of this Agreement.

No Warranty

The WiFi system is provided on an "as is" and "as available" basis, without warranties of any kind. The city of Chelsea does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. The city of Chelsea 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 the city of Chelsea 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 city of Chelsea does not make any assurances or warranties relating to such risks. No advice or information given by city of Chelsea or its representatives shall create a warranty.

Limitation of Liability

City of Chelsea, its employees, agents, vendors, and licensors are not liable for any costs or damages arising, either directly or indirectly, from your use of the WiFi system or the internet, specifically including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages.