



Public Wireless Internet Service

Terms of Use

This Wireless Network ("Network") is owned and operated by The Corporation of the City of Vaughan ("City").

These terms and conditions of use ("Network Terms") apply to your use of the Network, and do not alter in any way the terms and conditions of any other agreement between you and the City.

By using this Network, you represent, warrant and covenant that you are of the legal age of majority and are lawfully able to accept these Network Terms.

If you are under the age of 18, your parent or legal guardian accepts and agrees to the Network Terms on your behalf before you use the Network.

You agree that you shall not interfere with the security of, or otherwise abuse this Network or any system resources, hardware, software, services or networks connected to or accessible through this Network. You agree that you shall only use this Network for lawful and moral purposes.

Breach of these Terms of Use

If you breach any provision of these Network Terms, damage the Network, modify or attempt to modify any software program used by this Network, or subvert or attempt to subvert any security devices that the City has installed for this Network, then the City may terminate your right to use the Network, for any such length of time the City considers appropriate. In addition, your breach, damage, modifications or security subversion may result in civil or criminal proceedings being commenced against you.

The City reserves the right, but shall have no obligation, to investigate your use of the Network in order to determine whether a violation of these Network Terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

Accuracy of Registration

You represent and warrant that (a) all of the information provided by you to the City in order to log onto the Network is correct and current; and (b) you are not prohibited by any law, order or judgment (whether civil or criminal) from accessing the Internet.



Consideration

You acknowledge and agree that these terms and conditions of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge and agree that such consideration includes, your use of the Network and receipt of data, materials and information available at or through the Network.

Use of the Network

You agree that the Network may only be used for your own, non-commercial, personal or educational purposes, provided that the Network is not modified and that copyright and other intellectual property notices are not interfered with, altered, obscured, added to, or deleted. City reserves the sole and absolute right to revoke such network privileges at any time without prior notice to you, and any use by you shall be discontinued immediately upon such revocation from City. You agree that the Network is intended for Network visitors and users of the Network. You are specifically prohibited from using this Network or City Content, including any of the features, tools and services on this Network, for any reason whatsoever other than for its intended purpose, including to communicate with City, to upload onto this Network, or otherwise transmit to or through this Network, any materials, content or images that either causes any harm to any person or that is illegal or otherwise unlawful, including any hateful harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, profane, defamatory, libelous, threatening content which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation including copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

Parents Responsible for Supervising Their Minor Children's Internet Use

The City recognizes the concerns about the potential harm caused to minor children when they are exposed to criminal, obscene or hate material on the Internet. Therefore, the City uses reasonable efforts to prevent access to these types of material by providing a filtered wireless network. However, filtering is not a perfect system. Therefore, the supervision of minor children using the Internet while using the Network is the responsibility of their parents or guardians. Parents and guardians are expected to be, and shall be responsible for providing guidance and control of a minor child's access to and use of the wireless network, email and the Internet while connected to the Network. Any restriction or prohibition of a minor's access and use of the Network (that is beyond the scope of these Terms of Use) shall be the responsibility and liability of the minor child's parent or guardian.



Content Filtering

Please note that the City will perform content filtering of data on this Network with the goal of blocking content which is or resembles the following (or related) types of content: adult, hacking, peer-to-peer, phishing and proxy-avoidance, malware, spyware, viruses and exploits.

Public Use

Your access to the Network is in public space, and you must not display materials on this Network which, in the opinion of any City staff, are unlawful, obscene, abusive or otherwise objectionable.

You will immediately comply with all directions from City staff to stop accessing and displaying any such material. City assumes no responsibility for the security or privacy of any on-line transactions you conduct.

Security

The City does not provide encryption or other security measures to protect your system or any information you send or receive over the Network or the Internet. As with any Internet connection, there is no inherent security. The City cautions you to use prudence in your transmission of confidential or sensitive information over the wireless network and the Internet. The City assumes no responsibility for the security or privacy of any on-line transactions you conduct.

Compliance with Laws

You represent, warrant and covenant that in accessing and using the Network you shall comply with all applicable laws, rules, regulations and by-laws of Canada or the country in which you reside, including, those relating to the Internet, data, e-mail, privacy, and the transmission or exporting of data from Canada or the country in which you reside. Furthermore, you represent, warrant and covenant that you are not located, a resident of or domiciled in any country or

jurisdiction that City is prohibited from communicating with and you agree that you shall not access this Network from such country or jurisdiction including, any jurisdiction that is on the Area Control List of the Exports and Imports Permit Act of Canada.

Disclaimers

1. GENERAL DISCLAIMER.

YOU AGREE AND ACCEPT THAT CITY DENIES AND DISCLAIMS ANY AND ALL LIABILITY CONCERNING THIS

NETWORK, AND YOUR USE OF THIS NETWORK. FURTHERMORE, YOU AGREE AND ACCEPT THAT:

- THIS NETWORK, AND ALL OF ITS OPERATIONS, SHALL NOT BE ERROR FREE OR UNINTERRUPTED;



- THE NETWORK SHALL NOT NECESSARILY MEET YOUR REQUIREMENTS;
- ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE NETWORK WILL NOT NECESSARILY BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES;
- AND
- THE NETWORK IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND; AND
- ALL WARRANTIES, REPRESENTATIONS OR COVENANTS WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TRUTH, QUALITY, COMPLETENESS, SUITABILITY, RELIABILITY, AUTHENTICITY, VALIDITY OR NON-INFRINGEMENT, OF THE NETWORK AND ANY OTHER CONTENT THEREIN ARE COMPLETELY DENIED AND DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID BY A COURT OF COMPETENT JURISDICTION.

2. INTELLECTUAL PROPERTY INFRINGEMENT

Copying or distributing material found on the Internet may infringe on copyright or other intellectual property rights of others. The City is not responsible for such infringements by you.

3. INTERNET CONTENT

The Internet is an unregulated, global environment and should be used with care.

Information found on the Internet may not be accurate, complete or current. Individuals who use the Internet must carefully assess the information they receive from this medium. The City does not control the information on the Internet and assumes no responsibility for any direct or indirect claims, damages or costs sought by users or third parties arising from the city's provision of access to Internet services through this Network. The City takes no responsibility for third party content (including, ANY viruses or other disabling features), nor does the City have any obligation to monitor such third party content.

4. INTERNET CONNECTIVITY

If you are connecting to the Internet through the Network, be aware that wireless telecommunications connections are prone to loss of connection, due to the limited broadcast range, interference caused by physical structures and external interference (including interference with the radio signal through jamming, competing broadcasts on same frequency and temporary electro-magnetic influences). This instability can result in the loss or corruption of data in transmission. In addition, any wireless transmission can potentially be intercepted, even if you are sending data through encrypted channels. The City has no responsibility or liability to you resulting from any such loss or corruption of data, or from data interception or other consequences of your use of an unsecured wireless communications service.

Exclusion of Liability and Release

BY USING THIS NETWORK, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS OF, AND USE OF THIS NETWORK IS AT YOUR OWN RISK AND THAT CITY, ITS MAYOR AND MEMBERS OF COUNCIL, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS NETWORK ("CITY PARTIES") SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY DIRECT, THIRD PARTY, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR ANY OTHER LOSSES, COSTS OR EXPENSES OF ANY KIND (INCLUDING LEGAL FEES, EXPERT FEES, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, REGARDLESS OF WHETHER OR NOT SUCH LIABILITY OR DAMAGES ARISE IN CONTRACT, TORT, NEGLIGENCE, DETRIMENTAL RELIANCE, EQUITY, STATUTORILY, OR OTHERWISE, AND EVEN IF THE CITY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LIABILITY, IN ANY CONNECTION WITH YOUR RELIANCE ON, USE OF, INABILITY TO USE THIS NETWORK , OR IN CONNECTION WITH YOUR DOWNLOADING OF ANY MATERIALS, TEXT, DATA, IMAGES, VIDEO OR AUDIO THROUGH THIS NETWORK, INCLUDING ANYTHING CAUSED BY ANY TRANSMISSION DEFECTS, VIRUSES, BUGS, WORMS, DESTRUCTIVE FEATURES, HUMAN ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS. YOU HEREBY AGREE TO IRREVOCABLY RELEASE THE CITY PARTIES FROM ALL SUCH LIABILITY, AND YOU WAIVE ALL RIGHTS WITH RESPECT TO ANY CLAIM AND COMPENSATION IN CONNECTION THEREWITH. YOU AGREE AND CONFIRM THAT THIS EXCLUSION ON LIABILITY IS FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THIS AGREEMENT.



Indemnification

You agree to defend, indemnify and hold harmless the City Parties against any claims, damages, loss, harm, costs, liabilities and expenses (including reasonable lawyers fees) arising out of or in any way related to your access to and use of this Network, including any materials (or other content) that you post, store or otherwise transmit on or through the Network, your conduct, your use or inability to use the Network, your breach or alleged breach of the Network Terms or of any representation, covenant or warranty contained herein, your unauthorized use of the City Content, or your violation of any rights of any other person.

Applicable Law

This Network is controlled, operated and administered by City in the Province of Ontario, Canada. You hereby acknowledge and agree that your access and use of this Network is deemed to have occurred in the Province of Ontario and that your activities concerning this Network have a real and substantial connection with the Province of Ontario and that all matters relating to your access and use of this Network shall be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to conflicts of laws principles), and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods if applicable. You hereby submit and attorn to the non-exclusive jurisdiction of the courts in the Province of Ontario and the applicable federal court of Canada and that such venue is the most appropriate and convenient concerning your use of this Network. If City is obligated to go to court, to enforce any of its rights, or to collect any fees, you agree to reimburse City for its legal fees, costs and disbursements if City is successful.

Severability

If any clause in these Network Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. If any provision or part thereof of these Network Terms is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. In the event that an enforceable replacement for such provision cannot be reached, you agree that (i) such provision shall be excluded from these Network Terms, (ii) the balance of these Network Terms shall be interpreted as if such provision were so excluded and (iii) the balance of these Network Terms shall be enforceable in accordance with the terms as interpreted in accordance with (ii) above mentioned.

General

You agree that any waiver of any provision of the Network Terms shall only be effective if in writing and signed by City. City's failure to insist upon or enforce strict performance of any provision of these Network Terms shall not be construed as a waiver of any provision or right.