

Town of Middleborough's Public Wi-Fi Internet Service Agreement

By using the Town of Middleborough's Public Wi-Fi Internet Service, you agree to be bound by the following terms and conditions which are a binding agreement between you and the Town of Middleborough. Your violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions including but not limited to cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Acceptable Use

You may use the service and technology provided to you by the Town of Middleborough for the sole purpose of accessing the Internet and certain online Town services. The Town of Middleborough will give you an IP address each time you access the Middleborough Public WiFi and it may change. You may not use the Middleborough Public WiFi for any other reason, including reselling any aspect of the Public WiFi service. Other examples of improper activities include, without limitation:

- Modifying, adapting, translating, or reverse engineering any portion of the Middleborough Public WiFi network
- Attempting to break security, access, tamper with or use any unauthorized areas of the Middleborough Public WiFi
- Attempting to collect or maintain any information about other users of the Middleborough Public WiFi (including usernames and/or email addresses) or other third parties for unauthorized purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders
- Distribution and/or proliferation of any Internet viruses, worms, pingings, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
- Using Middleborough Public WiFi for any unlawful, harassing, abusive, criminal or fraudulent purpose.

The Town of Middleborough has the right to monitor, intercept and disclose any transmissions over or using our facilities, services or product, and to provide user information, or use records, and other related information under certain circumstances, including in response to lawful process orders, subpoenas, or warrants, or to protect the Town's rights, users, or property.

Changes In Terms of Service Public WiFi; Termination

We may modify or terminate the Middleborough Public WiFi service and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate the service with or without notice. Please review the Town of Middleborough Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by the Town of Middleborough to you shall terminate.

Privacy

You understand and agree that the Town of Middleborough may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of the Town of Middleborough or the public.

Your Responsibilities

You understand that Middleborough Public WiFi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to

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you or any other party for any lack of security that may result from your use of Middleborough Public WiFi. You agree that you are responsible for providing security measures that are suited for your intended use of Middleborough Public WiFi. For example, you shall take full responsibility for taking adequate measures for safeguarding your data from loss. Also, other than the WiFi signal provided by the Town of Middleborough, you must provide all equipment, technology and software to use Middleborough Public WiFi. All Middleborough Public WiFi users should have up-to-date antivirus software installed on their computers.

Disclaimers

THE SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. THE TOWN OF MIDDLEBOROUGH DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE TOWN OF MIDDLEBOROUGH DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER THE TOWN OF MIDDLEBOROUGH OR ITS OFFICIALS, REPRESENTATIVES, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE AND WHETHER OR NOT FORESEEABLE. In addition, the Town of Middleborough and its officials, representatives, employees, agents or affiliates will not be responsible for any damages, losses, expenses or costs that you suffer AS A RESULT OF: (i) any interruption or failure of the Services OR Products; (ii) the downloading or use of any information, data or materials obtained via the Services OR FROM THE Internet; (iii) any failure to complete a transaction on the Internet OR USING THE SERVICES or ANY loss of data due to delays, non-deliveries, mis-deliveries, or Service interruptions; (iv) ANYTHING BEYOND THE REASONABLE CONTROL OF THE TOWN OF MIDDLEBOROUGH, INCLUDING BUT NOT LIMITED TO any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of Services or Products or combination of Services or Products with other services, products or equipment; (VI) viruses, worms, Trojan horses, or other undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to your data, web-site, computers, or networks.

Indemnity

You agree to hold harmless and indemnify the Town of Middleborough, its officials, representatives, employees, agents or affiliates from and against any third party claim arising from or in any way related to your use of Middleborough Public WiFi, including any liability, damages or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

Miscellaneous Provisions

These Town of Middleborough Terms and Conditions of Service will be governed by and construed in accordance with the laws of the Massachusetts. If for any reason a court of competent jurisdiction finds any provision or portion of the Town of Middleborough Terms and Conditions of Service to be unenforceable, the remainder of the Town of Middleborough Terms and Conditions of Service will continue in full force and effect.

These Town of Middleborough Terms and Conditions of Service constitute the entire agreement between the parties and supersede and replace all prior understandings or agreements, written or oral, regarding Middleborough Public WiFi. Any waiver of any provision of the Town of Middleborough Terms and Conditions of Service will be effective only if in writing and signed by the Town Manager of the Town of Middleborough.

To report any problems with the Middleborough Public WiFi, or for questions regarding this policy, please contact the Information Technology Department at 508-946-2435.