

Town of Huntington Public Access Wi-Fi Terms and Conditions of Use Agreement

Please read the following information carefully before using this Wi-Fi service (the "Wi-Fi Service"). You may not use the service without accepting the terms and conditions set forth in this agreement (the "Agreement").

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") at the Town of Huntington ("TOWN OF HUNTINGTON"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at TOWN OF HUNTINGTON.

1. Acceptance of Terms and Conditions of Use

BY CLICKING ON "Logon" ON THE WI-FI SYSTEM SIGN-UP 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 do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of the Agreement by clicking on "Logon" 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".

2. Description of Wi-Fi System/Service Availability

TOWN OF HUNTINGTON will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of TOWN OF HUNTINGTON, and may not always be operational.

TOWN OF HUNTINGTON will provide you with wireless card configuration support and connection information on the support/FAQ's page on its website (<http://HuntingtonNY.gov>, search key "WIFI") or posted at enabled locations:

3. Fee for Wi-Fi System

The Wi-Fi system at TOWN OF HUNTINGTON is provided "free of charge" as a value added service to the residents of TOWN OF HUNTINGTON. Usage may at times be subject to a short online survey intended to improve service.

4. Access to Internet

TOWN OF HUNTINGTON does not screen or restrict access to any content placed on or accessible through the Internet. TOWN OF HUNTINGTON also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that TOWN OF HUNTINGTON is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

5. Your Responsibilities

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

6. Acceptable Use Policy

All users of the Wi-Fi System must comply with this Acceptable Use Policy ("AUP"). This AUP is intended to prevent unacceptable uses of the Wi-Fi System. TOWN OF HUNTINGTON does not actively monitor the use of the Wi-Fi 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 Wi-Fi 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 TOWN OF HUNTINGTON to liability or may violate this AUP. TOWN OF HUNTINGTON may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System. Moreover, it is acknowledged and agreed that TOWN OF HUNTINGTON reserves the right to monitor, block or report on Wi-Fi System usage, and to block sites deemed illegal and inappropriate in TOWN OF HUNTINGTON's sole and absolute discretion.

You agree to not use the Wi-Fi 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; or

(2) Harm, or attempt to harm, minors (or any other person) in any way; or

(3) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System; or

(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); or

(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; or

(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; or

(7) Knowingly 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; or

(8) Interfere with or disrupt the Wi-Fi Service or servers or networks connected to the Wi-Fi Service, or knowingly disobey any requirements, procedures, policies or regulations of networks connected to the Wi-Fi Service; or

(9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law; or

(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; or

(11) Resell the Wi-Fi System without TOWN OF HUNTINGTON's authorization; or

(12) Use the Wi-Fi System for unreasonably high volume data transfers, especially sustained high volume data transfers, or for hosting a web server, IRC server or any other server; or

(13) Use the Wi-Fi System for personal profit, such as ongoing business sales or marketing.

You understand and agree that TOWN OF HUNTINGTON may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

TOWN OF HUNTINGTON requests that anyone who believes that there is a violation of this AUP direct the information to Webmaster@HuntingtonNY.gov and include "WI-FI" in the subject line. If available, please provide the following information:

- (1) the IP address used to commit the alleged violation; and
- (2) the date and time of the alleged violation, including the time zone; and
- (3) evidence of the alleged violation; and
- (4) your contact information, including your full name, email address and telephone number.

When reporting an issue regarding unsolicited email, please provide a copy of the email message(s) with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

7. Termination

You agree that TOWN OF HUNTINGTON may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any or no reason, including, but not limited to, your violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of such termination, TOWN OF HUNTINGTON will have no liability to you whatsoever.

8. Notice of Problems or Complaints

If you experience a problem accessing or using the Wi-Fi System, please report the problem by calling 631-351-3161 or by emailing Webmaster@HuntingtonNY.gov and including "WI-FI" in the subject line.

9. Modifications

TOWN OF HUNTINGTON may, in its sole discretion, modify the terms and conditions of this Agreement, including, without limitation, the AUP, at any time. Such modifications shall be binding and effective upon posting on the Wi-Fi System 'Internet Access Signup' page. You agree to periodically review the 'Internet Access Signup' page to maintain awareness of any modifications. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications.

10. Indemnification

You shall defend, indemnify and hold TOWN OF HUNTINGTON (and its affiliates) and its respective elected officials, officers, directors, employees, contractors, agents, successors and assigns (if any) 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,

resulting from, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

11. No Warranty

THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TOWN OF HUNTINGTON DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TOWN OF HUNTINGTON MAKES NO EXPRESS WARRANTIES AND ANY USER OF THE WI-FI SYSTEM HEREBY EXPRESSLY WAIVES ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MATERIALS, INFORMATION OR SERVICE PROVIDED BY OR THROUGH TOWN OF HUNTINGTON 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 TOWN OF HUNTINGTON DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY TOWN OF HUNTINGTON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

12. Limitation of Liability

AS ALSO INDICATED ELSEWHERE HEREIN, TOWN OF HUNTINGTON, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.