



City of South San Francisco

Public Wi-Fi Service and Use Agreement

Welcome to the City of South San Francisco's Wi-Fi service ("SSF Wi-Fi Service"). Before you begin using the SSF Wi-Fi Service, you must read and agree to this City of South San Francisco Public Wi-Fi Service and Use Agreement, including any future amendments (collectively, the "Agreement"). By using the SSF Wi-Fi Service, you agree to be bound by the terms of this Agreement, which is a binding agreement between you and the City of South San Francisco.

Access to the SSF Wi-Fi Service; Changes to this Agreement and the SSF Wi-Fi Service; Termination

The SSF Wi-Fi Service is a free public service provided by the City of South San Francisco. Your access is completely at the discretion of the City of South San Francisco, and may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for the City of South San Francisco, disruption of access to other users or networks, and violation of applicable laws or regulations. Upon termination, any and all rights the City of South San Francisco grants to you shall terminate. The City of South San Francisco may modify or terminate the SSF Wi-Fi Service at any time, for any reason and without notice without liability to you, any user or any third party. The City of South San Francisco may revise this Agreement at any time. Each time you log on to use the SSF Wi-Fi Service, you must accept this Agreement, and it is your responsibility to review this Agreement (including any updates) each time.

The SSF Wi-Fi Service is a wireless network that allows you to connect to the Internet. You must have a wireless-enabled device to connect to the SSF Wi-Fi Service.

Acceptable Use of the SSF Wi-Fi Service

You represent and warrant that you are of legal age to agree to and be bound by this Agreement.

You must immediately notify the City of South San Francisco of any unauthorized use of the SSF Wi-Fi Service or any other security breach.

The City of South San Francisco has no obligation to monitor your use of the SSF Wi-Fi Service nor edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise). However, we reserve the right to monitor, intercept and disclose any transmissions over or using our facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful processes, orders, subpoenas or warrants, or to protect our rights, users or property.)



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You represent and warrant that your use of the SSF Wi-Fi Service and any activities you conduct online do not and will not violate any applicable law, rule or regulation or the rights of the City of South San Francisco. Without limiting the generality of the foregoing, use of the SSF Wi-Fi Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited or unwanted bulk and/or commercial messages over the Internet using the Service, using the Service for activities that invade another's privacy rights or publicity rights, or otherwise interfering with other users' enjoyment of the SSF Wi-Fi Service.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Inappropriate Speech or Materials

Using network to advertise, solicit, transmit, store, post, display, upload or otherwise make available defamatory, damaging, disruptive, unlawful, inappropriate, offensive, inaccurate, pornographic, vulgar, profane, hateful, racially or ethnically offensive, lewd, lascivious, filthy, threatening, excessively violent, harassing, obscene, indecent or otherwise objectionable images or other materials, including without limitation, images or materials that encourage or threaten immediate physical harm against another or the destruction of property, promote racism, bigotry, sexism, religious intolerance or harm against any individual, or exploits anyone in a sexual or violent manner. The City of South San Francisco will notify and fully cooperate with law enforcement if it becomes aware of any use of the SSF Wi-Fi Service in any connection with child pornography, the solicitation of sex with minors or any other inappropriate or illegal activity.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of a message.

Hacking



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Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system, including without limitation the SSF Wi-Fi Service. 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.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities Distributing information regarding the creation of and transmitting Internet viruses, worms, defects, Trojan Horses, ping, flooding, mailbombing, denial of service attacks or other items of a destructive nature. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the SSF Wi-Fi Service or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations

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.

Reverse Engineering

Modifying, adapting, translating or reverse engineering any portion of the SSF Wi-Fi Service.

Other Illegal Activities

Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services. Attempting to collect or maintain any information about other users of the SSF Wi-Fi Service (including names and email addresses) or other third parties for unauthorized purposes. Logging into the SSF Wi-Fi Service for false or fraudulent purposes. Transmitting content that falsely expresses or implies that it is sponsored or endorsed by the City



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of South San Francisco. Use the SSF Wi-Fi Service for any unlawful, harassing, abusive, criminal or fraudulent purpose. Removing any copyright, trademark or other proprietary rights notices contained in or on the SSF Wi-Fi Service. Accessing the SSF Wi-Fi Service simultaneously through multiple access points or permitting any third party to do so. Providing your login credentials to any other persons or computer. Programming any other IP or MAC address into your device that accesses the SSF Wi-Fi Service.

Resale

The sale, transfer, or rental of the SSF Wi-Fi Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Your Responsibilities

You understand that the SSF Wi-Fi Service, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. While the City of South San Francisco uses commercially reasonable efforts to provide a secure service, we cannot guarantee the effectiveness of our efforts. The City of South San Francisco will not be liable to you or any other party for any lack of security that may result from your use of the SSF Wi-Fi Service. You agree that you are responsible for providing security measures that are suited for your intended use of the SSF Wi-Fi Service. For example, you have full responsibility for taking adequate measures to safeguard your data from loss. Also, other than the technology provided by the City of South San Francisco, you must provide all equipment, technology and software to use the SSF Wi-Fi Service.

Content Disclaimer

The City of South San Francisco does not control and is not responsible for data, content, services, or products that you access or download through the SSF Wi-Fi Service. The City of South San Francisco may, but is not obliged to, block data transmissions to protect the City of South San Francisco, the SSF Wi-Fi Service or the public.

Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE: (I) THAT THE SSF WI-FI SERVICE MAY NOT BE UNINTERRUPTED OR ERROR-FREE; (II) THERE IS NO WARRANTY OR GUARANTEE THAT THE SSF WI-FI SERVICE WILL OPERATE AT ANY MINIMUM DATA TRANSFER



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SPEED; (III) THE City of South San Francisco HAS NOT CONTROL OVER THE NETWORKS OR SITES YOU MAY ACCESS IN THE COURSE OF YOUR USE OF THE SSF WI-FI SERVICE; (IV) YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SSF WI-FI SERVICE AT YOUR OWN DISCRETION AND RISK AND WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM, OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA; (V) THAT VIRUSES OR OTHER HARMFUL APPLICATIONS MAY BE AVAILABLE THROUGH THE SSF WI-FI SERVICE; (VI) THAT THE City of South San Francisco DOES NOT GUARANTEE THE SECURITY OF THE SSF WI-FI SERVICE AND THAT UNAUTHORIZED THIRD PARTIES MAY ACCESS YOUR COMPUTER OR FILES OR OTHERWISE MONITOR YOUR CONNECTION; (VII) THE City of South San Francisco IS NOT LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LACK OF SECURITY THAT MAY RESULT FROM YOUR USE OF THE SSF WI-FI SERVICE; AND (VIII) THAT THE City of South San Francisco AND ITS HOSTS' ABILITY TO PROVIDE THE SSF WI-FI SERVICE WITHOUT CHARGE IS CONTINGENT UPON THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION. THE City of South San Francisco DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL DISPLAYED IN OR ACCESSIBLE THROUGH THE SSF WI-FI SERVICE. THE City of South San Francisco DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. THE City of South San Francisco DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL ON THE INTERNET THROUGH THE SSF WI-FI SERVICE.

THE SSF WI-FI SERVICE AND ANY AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON OR IN CONNECTION WITH THE SSF WI-FI SERVICE ARE PROVIDED "AS IS," AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. THE City of South San Francisco, ITS SUPPLIERS AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE City of South San Francisco, ITS SUPPLIERS AND ITS LICENSORS FURTHER EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CONDITIONS, REPRESENTATIONS, INDEMNITIES AND



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GUARANTEES WITH RESPECT TO THE CONTENT AND MATERIALS MADE AVAILABLE BY MEANS OF THE SSF WI-FI SERVICE, THE SSF WI-FI SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY THE City of South San Francisco, OR OTHERWISE. THE City of South San Francisco AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SSF WI-FI SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE SSF WI-FI SERVICE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED IN THE SSF WI-FI SERVICE.

THE City of South San Francisco AND ITS SUPPLIERS AND LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SSF WI-FI SERVICE AND FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE SSF WI-FI SERVICE.

SOME JURISDICTIONS OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL THE City of South San Francisco, ITS HOSTS, SUPPLIERS, LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.



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IN NO EVENT WILL THE City of South San Francisco OR ITS HOSTS' COLLECTIVE LIABILITY EXCEED \$100.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold harmless the City of South San Francisco, and its suppliers, contractors, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the SSF Wi-Fi Service, any materials downloaded or uploaded through the SSF Wi-Fi Service, any actions taken by you in connection with your use of the SSF Wi-Fi Service, any violation of any third party's rights or an violation of law, rule or regulation, or any breach of this Agreement. This Section will not be construed to limit or exclude any other claims or remedies that the City of South San Francisco may assert under this Agreement or by law.

Force Majeure

Under no circumstances will the City of South San Francisco, its suppliers, contractors or employees be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Miscellaneous



City of South San Francisco Public Wi-Fi Service and Use Agreement

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with California law, excluding its conflict of law principles. All disputes arising out of or relating to this Agreement shall be brought before the state courts located in San Mateo County and the federal courts located in San Francisco. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. The City of South San Francisco's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede the City of South San Francisco's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the City of South San Francisco with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the City of South San Francisco with respect to its subject matter and supersedes all prior writings or understanding.