

Acceptable Use of Public Wi-Fi and Public Computer Policy



Policy Section:	Protection of Information and Information Systems
Department responsible:	Information Services
Next Review:	May 2020
Approved by:	Council Resolution
Effective Date:	May 2019
Version Number:	1.0.3

Purpose:

To protect the users and Central Otago District Council (council) the service provider of Public Wi-Fi and Public Computers.

Scope:

The service is free limited public use internet delivered via Wi-Fi and public use computers provided by the council.

Definitions:

- **CODC** means Central Otago District Council
- **Internet** includes the internet, and any intranet provided by council
- **Public Computers** includes computing hardware and installed software applications

Policy:

Access of the Service

Your access to the service is completely at the discretion of the council, and your access to the service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this policy, actions that may lead to liability for the council or its owners, disruption of access to other Users or networks, and violation of applicable laws or regulations.

Council may revise this policy at any time. You must accept this policy each time you use the service and it is your responsibility to review it for any changes.

Availability of the Service

Availability to the service varies from location to location dependent on operating hours and limitations put in place to ensure fair and equitable use.

Acceptable Use of the Service

Council supports the free flow of information and ideas over the internet. Your access to the service is conditioned on legal and appropriate use of the service. Your use of the service and any activities conducted online through the service shall not violate any applicable law or regulation or the rights of the council, or any third party.

The use of the service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the internet using the service or using the service for activities that invade another's privacy, including creating or transmitting any:

- 'junk-mail' or 'spam', including commercial webmail, chain letters or advertisements;
- racist, political or religious material; and/or
- anything that is designed to mislead or deceive;

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including altering, copying, sending, playing, viewing, downloading, uploading, sharing or continuing to use copyrighted or licensed materials without permission from the rightful owner.

Obscene or Indecent Speech or Materials

Using the council to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. This includes accessing, viewing, creating, downloading or transmitting any data and/or anything else that is:

- obscene, indecent, defamatory, sexist, racist, hate or otherwise discriminatory or offensive; and/or
- intended to harass, offend, bully, intimidate or cause needless anxiety to other people;

Defamatory or Abusive Language

Using the service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

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

Hacking

Accessing illegally or without authorisation computers, accounts, equipment or networks belonging to another party, or illegally or without authorisation 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.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending internet viruses, worms, Trojan Horses, ping, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment. This includes knowingly (or negligently) compromising, circumventing, disabling, overriding, or overloading any system intended to protect the privacy, confidentiality, security or integrity of an information and communication technology resource without authorisation, including disabling any pin or locking function.

Facilitating a Violation of this Policy of Use

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

Resale

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

Other Illegal Activities

Any other use of the service in violation of any laws or regulations, including activities which could misrepresent or potentially damage the reputation of, or embarrass council.

Disclaimer

You acknowledge:

- that the service may not be uninterrupted or error-free;
- that viruses or other harmful applications may be available through the service;
- that the council does not guarantee the security of the service and that unauthorised third parties may access your computer or files or otherwise monitor your connection;
- that the council's ability to provide the service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this section and it would require a substantial charge if any of these provisions were unenforceable.

The service and any products or services provided on or in connection with the service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or 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 council, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.

No Consequential Damages

Under no circumstances will council, its suppliers or licensors, or their respective officers, 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, unauthorised 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.

In no event will the aggregate liability that council incur in any action or proceeding 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.

Indemnity

You agree to indemnify and hold harmless council and its and their suppliers and licensors, officers, 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 service, any materials downloaded or uploaded through the service, any actions taken by you in connection with your use of the service, any violation of any third party's rights or an violation of law or regulation, or any breach of this policy. This section will not be construed to limit or exclude any other claims or remedies that council may assert under this policy or by law.

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