



City of Santee California Wireless Access Usage Policy

The City of Santee provides free Internet access, during normal business hours, for the benefit of the public while conducting business at City Hall. This service is available to individuals who have their own portable computers, or other electronic devices, capable of receiving a wireless signal, and when in range of the access point at City Hall.

The City of Santee does not guarantee or represent that use of the wireless connection is secure, or that privacy can be protected when using the wireless connection. Use of the service is at the risk of the user. The City of Santee is not responsible for any loss of any information or loss, injury, or damages resulting from the use of the City's wireless network.

City Staff will not provide technical assistance, nor assist in making changes to the user's network settings, or perform troubleshooting services on the user's personal device.

BY USING THE CITY OF SANTEE'S WIRELESS ACCESS NETWORK, THE USER ACKNOWLEDGES THAT HE/SHE IS SUBJECT TO, AND AGREES TO ABIDE BY THIS POLICY AND ALL LAWS, RULES, AND REGULATIONS OF THE STATE OF CALIFORNIA AND THE FEDERAL GOVERNMENT APPLICABLE TO INTERNET USE.

Acceptable Use

The City of Santee is responsible for establishing a policy to administer the use of the City's Internet and online services. In this context, the City offers public access to the Internet via an unsecured wireless network while conducting business at the City of Santee.

All users are expected to use the wireless network in a legal and responsible manner. While using the wireless internet access, users shall not violate Federal, State, or local laws, including, without limitation, those relating to:

The transmission or receiving of any pornography or obscene material – Accessing or displaying obscene or sexually explicit graphics or materials are strictly prohibited.

Fraud – All users are prohibited from misrepresenting themselves as another user, attempting to modify or gain access to files, passwords, or data belonging to others, seeking unauthorized access to any computer system, or damaging or altering software components of any network or database.

Copyrighted material and intellectual property rights – U.S. Copyright law prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principles of "fair use." No user may copy or distribute electronic materials without the explicit permission of the copyright holder.

Viruses – Users shall not transmit any material 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.

By using the City of Santee's wireless access network, the user acknowledges that he/she is subject to, and agrees to abide by this Policy and all laws, rules and regulations of the State of California and the Federal Government applicable to Internet use.

Security Considerations

Wireless access is by nature an insecure medium. As with most public wireless networks, any information being sent or received over the City's wireless network could potentially be intercepted by another user. Users should not transmit their credit card information, passwords, and any other sensitive personal information while using the City's wireless connection.

Disclaimer

NEITHER THE CITY NOR ANY OF ITS EMPLOYEES, CONTRACTORS, AGENTS OR ELECTED OFFICIALS SHALL BE LIABLE FOR ANY OF THE FOLLOWING: viruses or contamination of hardware, software, peripherals or property of a user of this network, delays, inaccuracies, errors or omissions resulting from use of this network or from information or materials contained on this network; any special, indirect, incidental or consequential damages arising from the use of or inability to use the network or materials contained on the network regardless of whether such materials are provided by the City or a third party. Additionally, neither the City nor its employees, contractors, agents or elected officials shall be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this network, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

The City of Santee is providing wireless connectivity in this facility as a public service and offers no guarantees or representations that use of the wireless connection is in anyway secure, or that any privacy can be protected when using this wireless connection. Use of this wireless connection is entirely at the risk of the user. The City of Santee is not responsible for any loss of any information that may arise from the use of the wireless connection, nor is the City of Santee responsible for any loss, injury, or damages resulting from the use of the wireless connection.

Terms and Conditions of Use

Users will need a notebook/laptop commuter or other device equipped with a wireless card that supports one of the following Wi-Fi standards: IEEE 802.11b, g or n.

The City of Santee assumes no responsibility for the safety of equipment.

Users must keep their equipment with them at all times.

As a courtesy to others, please turn off sound or utilize headphones while in City facilities.

Printing access is not available to the public via the wireless connection. Electrical outlets are only available in public areas.

CITY STAFF WILL NOT PROVIDE TECHNICAL ASSISTANCE. The City of Santee assumes no responsibility for laptop configurations, security or changes to data files resulting from connection to the City's wireless network and cannot guarantee that a user's hardware will work with the City's wireless connection.

If a user has problems accessing the Internet over the wireless connection, **STAFF WILL NOT ASSIST IN MAKING CHANGES TO THE USER'S NETWORK SETTINGS OR PERFORM TROUBLESHOOTING SERVICES ON THE USER'S PERSONAL DEVICE.** Users should refer to the owner's manual or other support services offered by their device manufacturer.

Anyone using the City's wireless network is forewarned that there is no expectation of privacy when using the wireless network. Users assume all associated risks and agree to hold harmless the City of Santee, its officials, and its employees for any personal information (e.g., credit card) that is compromised, or for any damage caused to user's hardware or software due to electric surges, security issues, or computer viruses or hacking. All users of wireless access should have up-to-date anti-virus protection on their personal laptop computers or other electronic devices.

Anyone using the City's wireless network is also forewarned that the City does not screen or restrict access to any content placed on or accessible through the Internet. The City does not screen or restrict communications between parties via the Internet. Users acknowledge that if they access the Internet, they may receive or be exposed to content, goods, or services which users may consider to be improper, inaccurate, misleading, defamatory, obscene, or otherwise offensive. Users assume all associated risks associated with such content, and agree to hold harmless the City, its officials and its employees for any action or inaction with respect to any such content on the Internet accessible through the City's wireless access.

The City may remove, block, filter, or restrict by any means or materials that, in the City's sole discretion, may be illegal, may subject the City to liability, or may violate this Policy. The City may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

The City may, at its sole discretion, modify the terms and conditions of this Policy at any time.

To the extent permitted by applicable law, the user agrees to defend, indemnify and hold harmless the City, its officers, employees, representatives and agents from and against all claims and expenses, including attorneys' fees, arising out of the user's use of this network or materials and information contained on this network, or any breach of this Policy.

ACCESS IS NOT GUARANTEED. Use of the wireless access is a courtesy extended by the City of Santee. Users may encounter occasional "dead spots" where wireless reception may be limited or too many users are attempting to access from a particular access point. The City reserves the right to deny or terminate access to anyone at any time.