

GilroyWireless Network Acceptable Use Policy

In order to provide the users with free Internet access, the City of Gilroy has adopted an Acceptable Use Policy (AUP) for the GilroyWireless network. Please read this policy prior to accessing the GilroyWireless network. The word “user” is used to refer to any person, entity or business that accesses the GilroyWireless network. By using the service the user agrees to the terms of this AUP.

Applies to: Users of the GilroyWireless network in and around Gilroy, California.

Summary: The City of Gilroy through GilroyWireless provides a public wireless network for the purpose of enabling users to access the Internet. Use of the GilroyWireless network is governed by all applicable local, state, and federal laws, this wireless network AUP, and is subject to the “GilroyWireless Disclaimer of Warranties, Limitation of Liability and Indemnification.” The City of Gilroy offers the GilroyWireless network as a free service and does not provide technical support for users. For instructions on how to connect to the network, please refer to the documents “How to Connect to the GilroyWireless Network.”

Contacts: GilroyWireless does not provide technical support. Information regarding network access can be found in the documents “[How to Connect to the GilroyWireless Network](#)”.

Authority: The City of Gilroy reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong in compliance with applicable laws and regulations. Such cooperation may include, but shall not be limited to, providing account or user information or email as well as the monitoring of the GilroyWireless network in compliance with applicable law. The City of Gilroy through GilroyWireless does not guarantee any level of quality of service and may restrict access to the network, limit the bandwidth available to any user or group of users and restrict usage time at any time.

Privileges of Network Users: The primary purpose of the GilroyWireless network is to provide a convenient wireless means of Internet access for the user. GilroyWireless users will be granted non-exclusive limited access to this wireless network in the designated areas as technology and network capacities allow and as restricted by this AUP. Users may not resell the service or provide the service to third parties in exchange for any form of compensation. Public safety and public works will at all times have priority of access to the network.

Responsibilities of Network Users:

1. Access to the wireless network is through individual accounts with password protection. All willful violations of this policy that are traced to an individual account name will be treated as the sole responsibility of the owner of that account. Users will be responsible for all activities occurring under the user’s username and password, and for keeping the user’s password secure. Do NOT share your username and password with

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others.

2. Users are responsible for ensuring they have the appropriate compliant wireless card (802.11g) and are running up-to-date antivirus software on their wireless device.

3. Users must respect all copyrights. Commercial software licensed to GilroyWireless may only be installed on devices expressly covered by the licenses. The downloading or sharing of copyrighted materials in violation of law is strictly prohibited.

4. The running of programs, services, systems, processes or servers by a single user, or group of users, that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters, unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"), mail bombs, and excessive recreational use of the network which overburden, impair or interfere with the network's functioning are prohibited. Any action which promotes or furthers pornographic or inappropriate usage is prohibited including use to further any illegal purposes. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also not allowed.

5. Wireless Internet access is inherently not secure, and users should adopt appropriate security measures when using the GilroyWireless network. Users must be aware that as they connect their devices through the wireless network they expose their devices to: worms, viruses, trojan horses, denial-of-service attacks, intrusions, packet-sniffing and other abuses by third-parties. GilroyWireless highly discourages the conducting of confidential transactions (such as online banking or credit card usage) over any wireless network, including this one. Users are responsible for providing security measures that are suited for the User's intended use of the GilroyWireless network. Users shall take full responsibility for taking adequate measures to safeguard data from loss.

6. Users are responsible for all devices they connect through the GilroyWireless network.

7. Users are responsible for securing their own wireless equipped devices prior to making connections to the GilroyWireless network.

8. Please know that wireless technology is a shared resource, therefore, speeds will be directly affected by the number of simultaneous users.

9. Users will not use GilroyWireless to violate any applicable federal, state, local or international laws, for examples but not limited to:

- User will not transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.
- User will not use the GilroyWireless network to commit any crime, act of terrorism, or fraud, or to plan, encourage or help others to commit any crime or

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fraud, including, but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

- User will not use the GilroyWireless network to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other user.
- User will not use the GilroyWireless network to send pornographic, obscene or profane materials to minors.

10. User will not disrupt the GilroyWireless network, for examples but not limited to:

- User will not access the accounts of others or attempt to penetrate the security measures of the GilroyWireless network or other computer systems (“hacking”) or to cause a disruption of the GilroyWireless network’s availability to other on-line users.
- User will not use tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

Limitations of Wireless Network Access:

1. The user hereby agrees to be bound by the terms of the [“GilroyWireless Disclaimer of Warranties, Limitation of Liability and Indemnification”](#)

2. The City of Gilroy is in no way liable for any damage, undesired resource usage or detrimental effects that may occur to the user's device and software while the user has his/her device connected to the GilroyWireless network.

3. The user is responsible for any actions taken from his/her device, whether intentional or unintentional, that causes damages or otherwise affects other devices or users of the GilroyWireless network.

4. The user hereby releases the City of Gilroy from liability for any loss, damage, security infringement or injury which the user may sustain as a result of being allowed access to the GilroyWireless network. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.

Violations and Sanctions:

Reporting Violations: Any knowledge or evidence of violations of this AUP should be reported to webmaster@ci.gilroy.ca.us.

Penalties: Users who violate this AUP may be subject to the range of sanctions including, but not limited to, termination of network privileges. The City of Gilroy through GilroyWireless has the authority to temporarily revoke network access or take other appropriate action in order to maintain network security and reliability.

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Revisions/Termination: The City of Gilroy reserves the right to revise or terminate the GilroyWireless network and this AUP at any time, for any reason, and without notice, including the right to terminate with or without notice, without liability to any user, any user or any third party. Usage of the GilroyWireless network indicates that you understand and agree to the terms and conditions listed herein and to any revisions.