

BRAMPTON PUBLIC WIRELESS TERMS AND CONDITIONS.

IMPORTANT:

YOU WILL NOT BE ABLE TO USE THIS WIRELESS NETWORK IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS BY CLICKING "ACCEPT" AT THE BOTTOM OF THIS PAGE.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS NETWORK, AS THE USER, "YOU" AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND BY ALL TERMS, POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

This Wireless Network ("**Network**") is owned and operated by The Corporation of the City of Brampton ("**City**"). These terms and conditions of use ("**Terms of Use**") apply to your use of the Network, and do not alter in any way the terms and conditions of any other agreement between you and the City. By using this Network, you represent, warrant and covenant that you are of the legal age of majority and are lawfully able to accept these Terms of Use. If you are under the age of 18, your parent or legal guardian must accept and agree to the Terms of Use on your behalf before you use the Network.

You agree that you shall not interfere with the security of, or otherwise abuse this Network or any system resources, hardware, software, services or networks connected to or accessible through this Network. You agree that you shall only use this Network for lawful and moral purposes.

Breach of these Terms of Use

If you breach any provision of these Terms of Use, damage the Network, modify or attempt to modify any software program used by this Network, or subvert or attempt to subvert any security devices that the City has installed for this Network, then the City may terminate your right to use the Network, for any such length of time the City considers appropriate. In addition, your breach, damage, modifications or security subversion may result in civil or criminal proceedings being commenced against you. The City reserves the right, but shall have no obligation, to investigate your use of the Network in order to determine whether a violation of these Terms of Use has occurred or to comply with any applicable law, regulation, legal process or governmental request.

Accuracy of Registration

You represent and warrant that you are not prohibited by any law, order or judgment (whether civil or criminal) from accessing the Internet.

Consideration

You acknowledge and agree that these terms and conditions of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge and agree that such consideration includes your use of the Network and receipt of data, materials and information available at or through the Network.

Use of the Network

You agree that the Network may only be used for your own, non-commercial, personal or private educational purposes, provided that the Network is not modified and that copyright and other intellectual property notices are not interfered with, altered, obscured, added to, or deleted. **City reserves the SOLE and absolute right to revoke such NETWORK PRIVILEGES at any time without prior notice to you, and any use by you shall be discontinued immediately upon such revocation from City.**

You agree that the Network is intended for Network visitors and users of the Network. You are specifically prohibited from using this Network, including any of the features, tools and services on this Network, for any reason whatsoever other than for its intended purpose, including to communicate with City, to upload onto this Network, or otherwise transmit to or through this Network, any materials, content or images that either causes any harm to any person or that is illegal or otherwise unlawful, including any hateful, harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, profane, defamatory, libelous, threatening content which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation including copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

You agree not to send unsolicited e-mail (engage in “spamming”), send large quantities of unwanted or unsolicited e-mail messages (engage in “mail bombing”) or VoIP messages (engage in “voicecasting”), attempt to overload a system (engage in “flooding”), participate in broadcast attacks, interfere howsoever with service to or by any user, host or network, engage in counterfeit, subterfuge or malicious activities, make inappropriate postings to news groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by the City of any of its services. You agree to comply at all times with Canada’s Anti-Spam Legislation, as may be amended from time to time. Further information can be found at this link: <http://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html>.

Parents Responsible for Supervising Their Minor Children's Internet Use

The City provides a filtered wireless network. Filtering is not a perfect system, however, and the supervision of minor children using the Internet while using the Network is the responsibility of their parents or guardians. Parents and guardians shall be responsible for providing guidance and control of a minor child's access to and use of the wireless network, email and the Internet while connected to the Network. Any restriction or prohibition of a minor's access and use of the Network (that is beyond the scope of these Terms of Use) shall be the responsibility and liability of the minor child's parent or guardian.

Public Use

Your access to the Network is in public space, and you must not display materials on this Network which, in the opinion of City staff, are unlawful, obscene, abusive or otherwise objectionable. You will immediately comply with all directions from City staff to stop accessing and displaying any such material. The City assumes no responsibility for the security or privacy of any on-line transactions you conduct.

Security

The City does not provide encryption or other security measures to protect your system or any information you send or receive over the Internet.

Compliance with Laws

You represent, warrant and covenant that in accessing and using the Network you shall comply with all applicable laws, rules, regulations and by-laws of Canada, including, those relating to the Internet, data, e-mail, privacy, and the transmission or exporting of data from Canada. Furthermore, you represent, warrant and covenant that you are not located, a resident of or domiciled in any country or jurisdiction that City is prohibited from communicating with and you agree that you shall not access this Network from such country or jurisdiction including, any jurisdiction that is on the Area Control List of the Exports and Imports Permit Act of Canada.

Disclaimers

1. **GENERAL DISCLAIMER.** YOU AGREE AND ACCEPT THAT CITY DENIES AND DISCLAIMS ANY AND ALL LIABILITY CONCERNING THIS NETWORK, AND YOUR USE OF THIS NETWORK. FURTHERMORE, YOU AGREE AND ACCEPT THAT: THIS NETWORK, AND ALL OF ITS OPERATIONS, SHALL NOT BE ERROR FREE OR UNINTERRUPTED; THE NETWORK SHALL NOT NECESSARILY MEET YOUR REQUIREMENTS; ANY CONTENT AVAILABLE FOR DOWNLOADING THROUGH THE NETWORK WILL NOT NECESSARILY BE FREE OF VIRUSES OR SIMILAR

CONTAMINATION OR DESTRUCTIVE FEATURES; AND THE NETWORK IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND; AND ALL WARRANTIES, REPRESENTATIONS OR COVENANTS WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TRUTH, QUALITY, COMPLETENESS, SUITABILITY, RELIABILITY, AUTHENTICITY, VALIDITY OR NON-INFRINGEMENT, OF THE NETWORK AND ANY OTHER CONTENT THEREIN ARE COMPLETELY DENIED AND DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID BY A COURT OF COMPETENT JURISDICTION.

2. IP INFRINGEMENT Copying or distributing material found on the Internet may infringe on copyright or other intellectual property rights of others. The City is not responsible for such infringements by you.

3. Internet Content Information found on the Internet may not be accurate. The City does not control the information on the Internet and assumes no responsibility for any direct or indirect claims, damages or costs sought by users or third parties arising from the city's provision of access to Internet services through this Network. The City takes no responsibility for third party content (including, ANY viruses or other disabling features), nor does the City have any obligation to monitor such third party content.

4. INTERNET CONNECTIVITY If you are connecting to the INTERNET through the NETWORK, be aware that wireless telecommunications connections are prone to loss of connection, due to the limited broadcast range, interference caused by physical structures and external interference (including interference with the radio signal through jamming, competing broadcasts on same frequency and temporary electro-magnetic influences). This instability can result in the loss or corruption of data in transmission. In addition, any wireless transmission is capable of interception, even if you are sending data through a secure website (an "https" URL). The City has no responsibility or liability to you resulting from any such loss or corruption of data, or from data interception or other consequences of your use of an unsecured wireless communications service.

Exclusion of Liability and Release

BY USING THIS NETWORK YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS OF, AND USE OF THIS NETWORK IS AT YOUR OWN RISK AND THAT CITY, ITS OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS OR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS NETWORK ("**CITY**") SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW,

INCLUDING ANY DIRECT, THIRD PARTY, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, OR ANY OTHER LOSSES, COSTS OR EXPENSES OF ANY KIND (INCLUDING LEGAL FEES, EXPERT FEES, OR OTHER DISBURSEMENTS) WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, REGARDLESS OF WHETHER OR NOT SUCH LIABILITY OR DAMAGES ARISE IN CONTRACT, TORT, NEGLIGENCE, DETRIMENTAL RELIANCE, EQUITY, STATUTORILY, OR OTHERWISE, AND EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LIABILITY, IN ANY CONNECTION WITH YOUR RELIANCE ON, USE OF, INABILITY TO USE THIS NETWORK , OR IN CONNECTION WITH YOUR DOWNLOADING OF ANY MATERIALS, TEXT, DATA, IMAGES, VIDEO OR AUDIO THROUGH THIS NETWORK, INCLUDING ANYTHING CAUSED BY ANY TRANSMISSION DEFECTS, VIRUSES, BUGS, WORMS, DESTRUCTIVE FEATURES, HUMAN ACTION OR INACTION OF ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS.

YOU HEREBY AGREE TO IRREVOCABLY RELEASE THE CITY FROM ALL SUCH LIABILITY, AND YOU WAIVE ALL RIGHTS WITH RESPECT TO ANY CLAIM AND COMPENSATION IN CONNECTION THEREWITH. YOU AGREE AND CONFIRM THAT THIS EXCLUSION ON LIABILITY IS FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THIS AGREEMENT.

Indemnification

You agree to defend, indemnify and hold harmless the City against any claims, damages, loss, harm, costs, liabilities and expenses (including reasonable legal fees) arising out of or in any way related to your access to and use of this Network, including any materials (or other content) that you post, download, store or otherwise transmit on or through the Network, your conduct, your use or inability to use the Network, your breach or alleged breach of the Terms of Use or of any representation, covenant or warranty contained herein, your unauthorized use of the City content, or your violation of any rights of any other person.

Applicable Law

This Network is controlled, operated and administered by City in the Province of Ontario, Canada. You hereby acknowledge and agree that your access and use of this Network is deemed to have occurred in the Province of Ontario and that your activities concerning this Network have a real and substantial connection with the Province of Ontario and that all matters relating to your access and use of this Network shall be exclusively governed by the laws of the Province of Ontario and the federal laws of

Canada applicable therein (without reference to conflicts of laws principles), and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods if applicable. You hereby submit and attorn to the non-exclusive jurisdiction of the courts in the Province of Ontario and the applicable federal court of Canada and that such venue is the most appropriate and convenient concerning your use of this Network.

If City is obligated to go to court, to enforce any of its rights, or to collect any fees, you agree to reimburse City for its legal fees, costs and disbursements if City is successful.

Severability

If any clause in these Terms of Use is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. If any provision or part thereof of these Terms of Use is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. In the event that an enforceable replacement for such provision cannot be reached, you agree that (i) such provision shall be excluded from these Terms of Use, (ii) the balance of these Terms of Use shall be interpreted as if such provision were so excluded and (iii) the balance of these Terms of Use shall be enforceable in accordance with the terms as interpreted in accordance with (ii) above mentioned.

General You agree that any waiver of any provision of the Terms of Use shall only be effective if in writing and signed by City. City's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

By clicking "ACCEPT" you acknowledge that you have read this Terms of Use, understand it, and agree to be bound by its terms and conditions. You agree that this Terms of Use constitutes the complete and exclusive agreement between you and the City with respect to the subject matter hereof and that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and the City.

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