



GUEST WIRELESS TERMS & CONDITIONS FOR TOWN OF WINDSOR

Welcome to Town of Windsor's Guest WiFi Service. By accessing and using this service, you agree to comply with the following terms and conditions:

ACCEPTANCE OF TERMS

You acknowledge and agree that by using the guest WiFi service, you accept and agree to abide by these terms and conditions.

USER RESPONSIBILITIES

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 Town of Windsor, or any third party. Town of Windsor cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

ACCEPTABLE USE

The guest WiFi is intended for lawful and appropriate use only. You shall not engage in any illegal or unauthorized activities, including but not limited to unauthorized access to networks, servers, or devices.

DATA PRIVACY

We respect your privacy, and any personal information collected during your use of the guest WiFi will be handled in accordance with our privacy policy. You are cautioned that wireless access to the Internet is inherently insecure when using open networks. Any information sent or received over the network could potentially be intercepted by another wireless user. You should not transmit sensitive information, including credit card information, passwords and any other personal information while using the Service, which is an unencrypted wireless network.

NETWORK SECURITY

You are prohibited from attempting to breach the security of the network or engage in any activities that may compromise the integrity of the WiFi service. Packet sniffing, the act of capturing packets of data flowing across the network through the use of specialized computer software, and/or any other attempts to "hack" the network or its users are explicitly prohibited. By agreeing to these terms of service, you agree not to use any sniffing devices or software on the network. The Town reserves the right to pursue all legal remedies against individuals that engage in these activities.

LIABILITY

You acknowledge (i) that the network may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the network; (iii) that the Town of Windsor does not guarantee the security of the network and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the Town of Windsor's ability to provide the use of the network 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 NETWORK AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE NETWORK 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 TOWN OF WINDSOR, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED. UNDER NO CIRCUMSTANCES WILL THE TOWN OF WINDSOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY YOU (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. 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.

You agree to indemnify and hold harmless the Town of Windsor, 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 network, any materials downloaded or uploaded through the network, any actions taken by you in connection with your use of the network, any violation of any third party's rights or a violation of law or regulation, or any breach of these terms of service. This Section will not be construed to limit or exclude any other claims or remedies that the Town of Windsor may assert under these terms of service or by law. These terms of service shall not be construed as creating a partnership, joint venture, or agency relationship, or granting a franchise between you and the Town. These terms of service will be governed by and interpreted in accordance with California law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment, or other modification of these terms of service will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of these terms of service are held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of these terms of service. The Town of Windsor's performance of these terms of service are subject to existing laws and legal process, and nothing contained in these terms of service shall waive or impede the Town of Windsor's right to comply with law enforcement requests or requirements relating to your use of the network or information provided to or gathered by the Town of Windsor with respect to such use.

DURATION AND TERMINATION

Access to the guest WiFi service is provided as a convenience and may be terminated or restricted at any time without prior notice.

CHANGES TO TERMS

Town of Windsor reserves the right to update or modify these terms and conditions at any time without prior notice. The revised terms will be posted on Town of Windsor Website/WiFi Login Page and continued use of the service after changes constitute your acceptance of the updated terms.

CONTACT INFORMATION

For technical support or to report any concerns related to the guest WiFi service, please let us know by submitting a [Website Accessibility Form](#).

ACKNOWLEDGEMENT

By accessing the guest WiFi service, you acknowledge that you have read, understood, and agreed to these terms and conditions. These terms of service constitute the complete and entire statement of all terms, conditions, and representations of the agreement between you and the Town of Windsor with respect to its subject matter and supersedes all prior writings or understanding. Failure to comply with these terms may result in the termination of WiFi access and may also lead to legal actions in accordance with applicable laws and regulations.