

## City of Knoxville Transit Center/ Knoxville Area Transit Wi-Fi Terms & Conditions of Use

Please read the following information carefully before using this service. Users may not use the service without accepting these Terms and Conditions.

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") for the City of Knoxville Transit Center/ Knoxville Area Transit and transit buses (hereinafter "KAT" or "KAT locations"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at KAT locations.

### **Acceptance of Terms and Conditions of Use:**

BY CLICKING ON "Logon" ON THE WI-FI SYSTEM WELCOME PAGE, USER REPRESENTS that:

1. USER HAS READ, UNDERSTAND AND AGREES TO THE TERMS OF THIS AGREEMENT AND
2. USER IS AT LEAST 18 YEARS OF AGE OR HAS PERMISSION FROM PARENT OR LEGAL GUARDIAN\*<sup>1</sup>.

If User does not agree to the terms of this Agreement, User may not use the Wi-Fi System. Electronic acceptance of the Agreement by clicking on "Logon" on the sign-up page has the same effect as if User had actually signed the Agreement. The effective date of this Agreement is the date that User clicks on "Logon".

### **Description of Wi-Fi System/Service Availability:**

KAT will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points.

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<sup>1</sup> \* Users under the age of 18 must obtain approval from their parents or legal guardians prior to use.

Access points or Enabled Locations may not be available in all areas of KAT locations, and may not always be operational. This access is provided as a convenience and no service level agreement of availability is promised.

**Fee for Wi-Fi System:**

The Wi-Fi system at KAT locations is provided "free of charge" as a value added service to the citizens, visitors, employees, and vendors of KAT locations.

**Access to Internet:**

KAT attempts to block certain types of content accessible through the Internet. KAT does not screen or restrict communications between parties via the Internet. User acknowledges that if User accesses the Internet User may receive or be exposed to content, goods or services which User considers to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. User agrees that KAT is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

**User Responsibilities:**

User must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. User agrees to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that User sends or receives via the Wi-Fi System. KAT does not undertake the security of any data User sends through the Wi-Fi System and it is User's responsibility to secure such data.

**Acceptable Use Policy:**

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. We may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject the City or KAT to liability or may violate this AUP. The City and KAT may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of User's access to the Wi-Fi System.

The following constitute examples of violations of this AUP.

User agrees to not use the Wi-Fi System to:

- (1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) Harm, or attempt to harm, minors in any way;
- (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;
- (4) Transmit any material (by uploading, posting, email or otherwise) that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

- (5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- (7) Transmit any material (by uploading, posting, email or otherwise) 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;
- (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- (10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- (11) Resell the Wi-Fi System without KAT's authorization;
- (12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

User understands and agrees that the City or KAT may disclose your communications and activities using the Wi-Fi System in response

to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

KAT requests that anyone who believes that there is a violation of this AUP direct the information by calling the City 311 help line. If available, please provide the following information:

- (1) the IP address used to commit the alleged violation;
- (2) the date and time of the alleged violation;
- (3) location or bus number;
- (4) evidence of the alleged violation; and
- (5) your contact details including full name, email address and telephone number.

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

**Excess Usage or Abuse:**

Network capacity is limited. If User's Wi-Fi connection uses excess bandwidth, sends disruptive signals, or violates any of the above policies, it will be subject to limitations or possible disconnection.