



## Wiltshire Online – Acceptable Use Policy

This policy includes our terms for the use of the Wiltshire Online public wifi network facility (the **Service**). The policy exists to allow the public to enjoy free access to the internet in an open environment. By connecting to this Service you agree to be bound by the terms of this Acceptable Use Policy (the **Policy**).

Violation of this Policy may result in the suspension or termination of your access to the Service and/or prosecution and/or Wiltshire Council co-operating with law enforcement organisations, government agencies, other legal authorities or third parties involved in the investigation of any suspected or alleged criminal or civil offence.

This Policy prohibits the following (each a **Prohibited Activity**):

- Using the Service in a manner which violates or facilitates the violation of any laws, regulations, or other government requirements in any jurisdiction or the rights of any third party, including using the Service:
  - to harm or attempt to harm minors in any way;
  - to commit an offence under the Computer Misuse Act 1990 (as amended);
  - in a manner that infringes the rights of others including intellectual property rights (for example by downloading or distributing pirated software, music and films) or the terms of any software license agreements;
  - to access, display, store or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, or which depicts sexually explicit images;
  - to promote unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability;
  - to carry out any activities which are fraudulent;
  - in connection with any other illegal activities.
- Using the Service in an immoral or improper manner including to make or send offensive, indecent, menacing, nuisance or hoax communications or to cause annoyance, inconvenience or needless anxiety;
- Using the Service to violate the security of a network, service or other system including to gain unauthorised access to computer systems of the Council or of other users, or information held on them.

- Use of the Service in a manner which may damage Wiltshire Council's reputation.
- Using the Service for any activity which adversely affects the ability of other users of the Services or the internet or in breach of any third party policies for acceptable use or any other relevant internet standards (where applicable).
- Using the Service for business purposes or to 'spam' including sending any unsolicited emails and collecting the responses of unsolicited emails.
- Reselling the Service (whether for profit or otherwise).

By using this Service you agree and acknowledge that:

- you are fully responsible for all activities and communications in respect of your use of the Services;
- you will not use the Services to carry out any Prohibited Activity;
- you will not cause unnecessary noise and will respect the privacy of other users; and
- you will not plug equipment into electrical sockets and you will ensure that any other cables do not cause a safety hazard.

You further agree to indemnify and keep indemnified Wiltshire Council in respect of all losses (including, without limitation, all direct, indirect direct and consequential losses to the fullest extent possible) suffered by Wiltshire Council as a result of any failure to comply with this Policy.

#### Disclaimer

- Wiltshire Council does not guarantee that Service will be compatible with your equipment, or warrant that the Service will be available at all times, uninterrupted, error-free, or free of viruses or other harmful components, although it shall take reasonable steps to provide the best Service it can.
- Wiltshire Council's Service provides a level of web content filtering to exclude racist, violent, pornographic or other offensive content. However, web content filtering is not foolproof and the Council accepts no liability for any data or content that you access or receive via the Service.
- The Service is monitored with a secure log of all use, including websites visited, for the purpose of helping to improve the Service and ensure users abide by the Policy. Wiltshire Council will not use any personal information in the log for any other purpose but may disclose such information to other people or organisations where reasonable in relation to the investigation of any suspected or alleged criminal or civil offence and in accordance with the Data Protection Act 1998 and other applicable laws.
- Wiltshire Council is not responsible for the privacy or security of your activities and, in particular, urges caution when undertaking financial transactions online. Online financial transactions are carried out at your own risk and Wiltshire Council does not accept any liability for any loss of any kind (including, without limitation, direct, indirect

and consequential loss) that may arise from the use of the Services in connection with such transactions.

- Wiltshire Council is not responsible for the safety, security, configuration or integrity of any of your equipment or data used to access the Services. It is your responsibility to provide adequate security for your equipment, including anti-virus software. Use of the Services with your equipment and data is entirely at your own risk, and Wiltshire Council does not accept any liability for any loss of or damage to equipment and data (including, without limitation, indirect and consequential loss) that may arise through the use of the Services.
- Nothing in this Policy shall limit Wiltshire Council's liability for fraudulent misrepresentation or death or injury caused by the negligence of Wiltshire Council or any of its employees, agents, officers or subcontractors.