

## **Falkirk Council – Public Wi-Fi Service V1.1**

These are the Terms and Conditions (“Terms”) on which Falkirk Council, [ ] (the “Council”) will provide free unsecured filtered Wi-Fi internet access to you from the Council’s premises, site and locations which have Public Wi-Fi networks (the “Service”).

1. Before you can access the Service, you must confirm that you accept these Terms by clicking on the box where indicated on our Wi-Fi welcome page. If you do not accept these Terms, you will not be able to use the Service.
2. If you use the Service to access a Council (including but not limited to Council’s schools) or a Council owned company website (including, but not limited to, Falkirk Leisure and Culture) then the applicable website terms of use will govern your use of that site and should be read alongside these Terms.
3. We may vary these Terms or withdraw the Service at any time. We will notify you of these changes by posting the revised terms and conditions on our welcome page, and you agree that your use of the Services after such changes will constitute your acceptance of such changes. If you do not agree to the revised Terms, you should stop using the Service.
4. It is important that you read these Terms carefully before you access and use the Service. Every time you access and use the Service, you acknowledge that you agree to be bound by the current Terms and Conditions set out herein.
5. If you are aged under 16, before you access and use the Services, please ensure that you have your parent/guardian's consent and ensure that they have read and agree to these Terms and Conditions.
6. You are responsible for providing any hardware and software necessary for you to access the service and the compatibility of that hardware and software. The service is likely to be compatible with most Wi-Fi-enabled devices, including laptops, tablets, smartphones, and e-readers, but this cannot be guaranteed.
7. To the maximum extent permitted by law, we expressly disclaim any and all warranties, express or implied, regarding the service and our

performance of this agreement, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the service will meet your requirements or that the operation of the service will be uninterrupted or error free.

8. To the maximum extent permitted by law, in no event will we be liable for damages of any kind (including but not limited to, special, incidental or consequential damages, lost profits or lost data, regardless of the foreseeability of those damages) arising out of or in connection with the use or performance of the service or any other material or services provided to you by us.
9. The limitation will apply regardless of whether the damages arise out of breach of contract, tort, or any other legal form of action. Without limiting the foregoing, in no event will our aggregate liability to you relating to or arising out of this agreement, whether in contract, tort or otherwise, exceed the total amount, if any, paid by you to us for your use of the service as set out herein.
10. This means that we are providing this service to you on an "as is" and "as available" basis without warranty of any kind and unless the law requires it, we will not be liable to you in any way in respect of the Service, your use of the Service and any content or data obtained or downloaded from it.
11. It also means that you assume the risk of any and all damage or loss from use of, or inability to use the service.
12. We do not guarantee that your use of the Service will be available all the time or at any specific time, or that it will be error-free.
13. We reserve the right to modify the Service at any time.
14. **Fair Use**
  - (i) The Service is intended for general browsing such as email, instant messaging, internet browsing and using apps, which we consider fair use. Transferring large amounts of data uses up bandwidth and may reduce the speed at which other users of the Service can access it, **and may not be considered to be**

**fair use.** In particular, downloading very large files, streaming and using peer to peer and file sharing software require large amounts of bandwidth and data usage.

- (ii) If you do not restrict your usage to fair use, we reserve the right to issue a warning to you or to suspend or withdraw the Service from you immediately, temporarily or permanently; or we may manage your bandwidth so that it may result in reduced service speeds. In addition, we may restrict the amount of bandwidth available to very heavy users during busy periods to maintain good access for our other users.
- (iii) You must ensure that your device or hardware is not infected with a virus that sends out data without your knowledge.
- (iv) Access to the service may be blocked, suspended, or terminated immediately at any time without notice and for any reason including, but not limited to, violation of these Terms, actions that may lead to liability for us, threaten the security of the service, disruption of access to other users or networks, licensing restrictions and violation of applicable laws or regulations.
- (v) You accept that we may restrict access to specific websites or content genres at our discretion and that we may modify these restrictions from time to time.
- (vi) Use of the Service is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorised behaviour is detected, including heavy consumption of bandwidth, we reserve the right to permanently disconnect the offending device from the Service.

## 15. **Permitted use**

The following are representative examples only of abnormal, illegal, or unauthorised uses which are not permitted and do not comprise a comprehensive list of same :

- (i) Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.

- (ii) Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- (iii) Accessing illegally or without authorisation computers, accounts, equipment, or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- (iv) The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
- (v) Export Control Violation.
- (vi) Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- (vii) Uttering threats, extortion or blackmail.
- (viii) Accessing and distribution of pornographic materials.

#### **16. Acceptable use of Public Wi-Fi for internet access**

The following are representative examples only of unacceptable uses and do not comprise a comprehensive list of unacceptable uses:

- (i) High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e., torrents).
- (ii) Obscene or indecent speech or materials.
- (iii) Defamatory or abusive language.
- (iv) Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

- (v) Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- (vi) Facilitating a violation of these Terms.
- (vii) Hacking.
- (viii) Distributing and distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, keystroke loggers, time-bombs, logic bombs, spyware, malware, adware, pinging, flooding, mail-bombing, or denial of service attacks or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
- (ix) Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- (x) Forge header information, email source address or other user information or use another person's name, username, or password for fraudulent purposes.
- (xi) Transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003.
- (xii) The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
- (xiii) Seeking information on passwords or data belonging to another user.
- (xiv) Making unauthorised copies of proprietary software or offering unauthorized copies of proprietary software to others.
- (xv) To act in any way that:

- degrades or interferes with other users' use of any of the Service (or may do so) or disrupts or interferes with our network or the Service or causes a host or the network to crash;
- breaches any applicable local, national, or international law, regulation, or code of practice (including export control laws or regulations);
- contravenes generally accepted standards of internet or other networks conduct and usage, including but not limited to denial-of-service attacks, web page defacement, port or network scanning and unauthorised access to systems; and
- harms or attempts to harm minors in any way.

To assist, encourage or permit any persons in engaging in any of the activities described in this section. If you become aware of any such activities, you must immediately notify us and take all other appropriate actions to cause such activities to cease.

## 21. **Network security**

- (i) By using the Service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your hardware device (including, but not limited to, your mobile phone, tablet, or laptop) which you intend to use to access the Service. It is your responsibility to make sure your device has adequate and up to date security features.
- (ii) It is your responsibility to take all appropriate measures to protect your own data and/or software, including but not limited to protecting that data and software against viruses that may travel over the Internet and/or from hacking or other third-party intrusion into your device, and to back up your device before and after using the Wi-Fi service.

- (iii) We recommend you visit [www.getsafeonline.org](http://www.getsafeonline.org) (link opens in new window) to read more about online safety, including advice on safe use of public Wi-Fi networks.

## **22. Collection of your web browsing activity logs**

- (i) After successful connection to our WIFI service, you will be assigned a Session Address. Web browsing activity logs from this session may be kept by us for a short period of time to ensure the security and stability of this service is maintained.
- (ii) We may be required by government bodies and law enforcement agencies to disclose any information or data we have collected (such as your web browsing activity logs) in connection with any investigation to help prevent or detect unlawful activity and in response to legal or regulatory requests

## **21. Governing law**

These Terms and all matters arising from or in connection with them shall be governed by and construed in accordance with Scots law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Scotland.