

# Cinderford Town Council

## Wifi Acceptable & Fair Use Policy

### Prohibited Uses

This acceptable and fair use policy is additional to our terms and conditions of use and privacy policy.

You may use our wifi service only for lawful purposes. You may not use it for the following purposes (this list is not exhaustive):

To do anything that includes storing, sending, distributing, uploading or downloading:

- any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would be a criminal offence or give rise to civil liability);
- confidential information, copyright material, trademarks, trade secrets or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third party agreement (including but not limited to a non-disclosure agreement) or obligation;
- any content or material, which interferes with other users of our wifi service (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our Services, our network or systems (or the networks or systems of our suppliers);

To:

- do any other act or thing which is unlawful, illegal, fraudulent (or has any unlawful or fraudulent purpose or effect) or is otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;
- compromise the security, tamper with, hinder the operation of or make unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network or to our suppliers' network);
- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- forge header information, email source address or other user information or use another person's name, username or password for fraudulent purposes;
- 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 or otherwise;

To act in any way that:

- degrades or interferes with other users' use of any of our wifi service (or may do so) or disrupts or interferes with our network or wifi 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;
- 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.

## **Suspension and Termination**

We will determine, in our sole discretion, whether there has been a breach of this Acceptable and Fair Use Policy through your use of our wifi service. When a breach of this Acceptable and Fair Use Policy has occurred, we may take such action as we reasonably deem appropriate. This action may include but is not limited to:

- Issue of a warning to you
- Immediate, temporary or permanent withdrawal of the Services
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

We exclude liability for actions taken in response to breaches of this Policy.

## **Fair Use**

Our wifi service is intended for 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 wifi service can access it. In particular, downloading very large files, streaming and using peer to peer and file sharing software require large amounts of bandwidth and data usage.

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 our wifi 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.

Please ensure that your device or hardware is not infected with a virus that sends out data without your knowledge.

## **Changes To The Acceptable and Fair Use Policy**

We may revise this Acceptable and Fair Use Policy at any time. You are expected to check this Policy from time to time to take notice of any changes we make, as they are legally binding.