

City Public WiFi Acceptable Use Policy

1. Mobile Access View

The following image displays the visitor mobile WiFi splash page for easy quick view and acceptance of the Acceptable Use Policy (AUP):

City of Hopewell Public WiFi

Welcome to the City of Hopewell Public Wi-Fi Service. The Service is a free public service provided by the City of Hopewell. You may not use the service without accepting the Terms of Service and Acceptable Use Policy ("Agreement") described below. The City of Hopewell may revise this Agreement at any time. By logging on to the system, you accept this Agreement, and it is your responsibility to review it for any changes each time that you log on.

[READ FULL TERMS OF SERVICE](#)

[CONTINUE TO THE INTERNET](#)



2. Full Text Terms of Service and Acceptable Use Policy

Although the City of Hopewell has and accepts no obligation to monitor your use of the Service nor edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through the Service, your access to the Service is conditioned on legal and appropriate use of the Service. 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 the City of Hopewell, its Hosts, or any third party.

The use of the Service for the following activities is strictly prohibited:

- 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.
- 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.
- Obscene or Indecent Speech or Materials - Using the City of Hopewell's network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. The City of Hopewell will notify and fully cooperate

with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

- Defamatory or Abusive Language - Using the Service to transmit, post, upload, or otherwise make available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property, or harasses another.
- Hacking - Accessing illegally or without authorization computers, accounts, equipment, or networks belonging to another party, or attempting to penetrate 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.
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, ping, flooding, mailbombing, or denial of service attacks. 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.
- Other Illegal Activities - Using the Service in violation of applicable law and regulation.

The City of Hopewell requests that anyone who believes that there is a violation of the Acceptable Use Policy (AUP) direct the information to: WiFi@hopewellva.gov

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that the City of Hopewell does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the City of Hopewell's ability to provide the Service 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 SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE 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 CITY OF HOPEWELL, 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 CITY OF HOPEWELL, ITS HOSTS, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF

CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (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. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT THE CITY OF HOPEWELL OR ITS HOSTS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. 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 City of Hopewell, its Hosts, and their suppliers and licensors, officers, directors, employees, agents, and affiliates 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 Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that the City of Hopewell may assert under this Agreement or by law.

This Agreement shall not be construed as creating a partnership, joint venture, or agency relationship, or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Virginia law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment, or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. The City of Hopewell's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede the City of Hopewell's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the City of Hopewell with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions, and representations of the agreement between you and the City of Hopewell with respect to its subject matter and supersedes all prior writings or understanding.

Continue to the internet