

The City of Beverly Hills
Internet & Wireless Services
Terms and Conditions of Service

I. Internet & Wireless Services

Internet and Wireless services (“Services”) are free public services provided by the City of Beverly Hills (the “City”). Your access to the Services is completely at the discretion of the City, and may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of these Terms and Conditions of Service (“Terms”), actions that may lead to liability for the City or its employees, disruption of access to other users or networks, and violation of applicable laws or regulations. The City may revise these terms at any time. You must accept these Terms each time you use the Services, and it is your responsibility to review them for any changes. Accessing or use of the Services shall constitute acknowledgement and acceptance of these Terms.

II. Acceptable Use

The City supports the free flow of information and ideas over the Internet. Your access to the Services is conditioned on legal and appropriate use of the Services. Your use of the Services and any activities conducted online through the Services shall not violate any applicable laws or regulations, or the rights of the City, or any third party.

1. Internet Access via City-Owned Computer Station: Access to the Internet via public workstations located in the Beverly Hills Public Library is subject to these Terms and is further governed by the established Policy for Public Use of the Internet for both adults and children, available at the Library for patrons’ reference.
2. Wireless Access: Wireless access is provided to the public by the City within the City of Beverly Hills as “City Guest” access on Wi-Fi enabled devices. This access is provided for purposes of conducting legal activities, and shall not be used to violate any laws or regulations, or the rights of the City, or any third party.

III. Unacceptable Use

Any unlawful, illegal, unethical or otherwise prohibited activities are deemed unacceptable use when accessing the Services provided by the City. These activities include, but are not limited to the following:

1. Spamming and Invasion of Privacy: Sending of unsolicited bulk and/or commercial messages over the Internet using the Services or using the Services for activities that invade another's privacy.
2. 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.
3. Obscene Speech or Materials: Using the Services to advertise, solicit, transmit, store, post, display, or otherwise make available obscene images or other materials. The City will notify and fully cooperate with law enforcement if it becomes aware of any use of the Services in any connection with child pornography or the solicitation of sex with minors.
4. Defamatory or Abusive Language: Using the Services 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.
5. Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. 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.
7. 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, mail-bombing, 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.
8. Facilitating a Violation of this Agreement of Use: 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 ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
9. Export Control Violations: The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

10. Other Illegal Activities: Using the Services 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.
11. Resale: The sale, transfer, or rental of the Services to customers, clients or other third parties, either directly or as part of a service or product created for resale.

IV. Disclaimer

The Services 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 provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by the City, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby expressly overridden, excluded and disclaimed, except where prohibited by law.

As a user of the Services, you acknowledge the following:

1. That the Services may not be uninterrupted or error-free;
2. That viruses or other harmful applications may be available through the Services;
3. That the City does not guarantee the security of the Services and that unauthorized third parties may access your computer or files or otherwise monitor your connection;
4. That the City's provision of the Services 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.

V. Limitation of Liability

1. The City expressly disclaims any liability for injuries and/or damages of any kind whatsoever including consequential damages, arising out of your use of the Services, the obtaining of any materials through the Services, and the fitness for use or particular purpose of any materials, programs, or information obtained through your access to the Services.
2. Under no circumstances will the City, its suppliers or licensors, 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.

3. In no event will the aggregate liability that the City 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.

VI. Indemnity

You agree to indemnify and hold harmless the City of Beverly Hills, its suppliers or licensors, their respective 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 these terms. This Section will not be construed to limit or exclude any other claims or remedies that the City may assert under these terms or by law.

VII. Arbitration

You agree to submit any and all controversies or claims arising out of or relating to the Terms or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent the parties from seeking interim injunctive relief against one another.

VIII. Interpretation

1. These Terms shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of these Terms will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of these terms is held to

be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of these Terms.

2. The City's provision of the Services is subject to existing laws and legal process, and nothing contained in the Term shall waive or impede the City'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 with respect to such use. These Terms constitute the complete and entire statement of all terms, conditions and representations of the agreement between you and the City of Beverly Hills with respect to its subject matter and supersedes all prior writings or understanding.