

The City of Palo Alto is pleased to offer high-speed free Wi-Fi Internet Service in certain locations.

By clicking the Accept button on this page, you agree to abide by the City of Palo Alto's Terms of Service and you acknowledge the City of Palo Alto's Privacy Policy.

TERMS OF SERVICE

By using the City of Palo Alto's free Wi-Fi Internet Service ("PA_OverAir_Library"), you agree to be bound by the following terms and conditions ("Terms of Service"), which are a binding agreement between you and the City. You represent that you are of legal age to agree and be bound by this agreement.

Personal Use Only

You may use the service and technology provided to you by the City of Palo Alto solely for your personal use of the Internet. You may not use PA_OverAir_Library for any unauthorized purpose, including reselling any aspect of PA_OverAir_Library. Other examples of improper activities include, without limitation:

Modifying, adapting, translating, or reverse engineering any portion of PA_OverAir_Library
Attempting to break security, access, tamper with or use any unauthorized areas of PA_OverAir_Library

Attempting to collect or maintain any information about other users of PA_OverAir_Library (including usernames and/or email addresses) or other third parties for unauthorized purposes
Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other users' enjoyment of the service.

Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, unlawful or promotes or encourages illegal activity.

Transferring 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.

Distributing any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature.

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; or Using PA_OverAir_Library for any unlawful, harassing, abusive, criminal or fraudulent purpose. Under certain circumstances, we have the right to monitor, intercept and disclose any transmissions over or using our facilities, and to provide user information, or use records, and other related information (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property).

You must immediately notify us of any unauthorized use of PA_OverAir_Library or any other security breach. We will give you an IP address each time you access PA_OverAir_Library and it may change.

Changes in Terms of Service and PA_OverAir_Library; Termination

We may modify or terminate PA_OverAir_Library and these Terms of Service and any accompanying policies, for any reason and without notice. Please review these Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by the City of Palo Alto to you shall terminate.

Privacy Policy

The City of Palo Alto's Privacy Policy describes how we treat personal information when you use PA_OverAir_Library. You understand and agree that the City of Palo Alto may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of the City of Palo Alto or the public.

Your Responsibilities

You understand that PA_OverAir_Library, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of PA_OverAir_Library. You agree that you are responsible for providing security measures that are suited for your intended use of PA_OverAir_Library. For example, you shall take full responsibility for taking adequate measures to safeguard your data from loss. Also, other than the technology provided by the City of Palo Alto, you must provide all equipment, technology and software to use PA_OverAir_Library.

Disclaimers

PA_OverAir_Library IS PROVIDED ON AN "AS IS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. THE CITY OF PALO ALTO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE CITY OF PALO ALTO DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER THE CITY OF PALO ALTO OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE OF ACTION, AND WHETHER OR NOT FORESEEABLE. In addition, the City of Palo Alto and its suppliers will not be responsible for any damages, losses, expenses or costs that you suffer as a result of: (i) any interruption or failure of PA_OverAir_Library; (ii) the downloading or use of any information, data or materials obtained via PA_OverAir_Library; (iii) any failure to complete a transaction on the Internet or any loss of data due to delays, non-deliveries, misdeliveries or service interruptions; (iv) anything beyond the reasonable control of the City of Palo Alto, including but not limited to any interruption or failure of a third party's services, software, equipment or network; (v) any unauthorized use or modification of PA_OverAir_Library or combination of PA_OverAir_Library with other services, products or equipment; (vi) viruses, worms, trojan horses, or other

undesirable data or software; or (vii) the attempt by unauthorized users (e.g., hackers) to obtain access to your data, website, computers or networks.

Indemnity

You agree to hold harmless and indemnify the City of Palo Alto, its suppliers and licensors from and against any third party claim arising from or in any way related to your use of PA_OverAir_Library, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, the City of Palo Alto will provide you with written notice of such claim, suit or action.

Intellectual Property Policy

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that your copyright has been infringed on or through PA_OverAir_Library, file a notice. To file a notice of copyright infringement with us, please send a written communication by fax or regular mail. Provide information reasonably sufficient to permit the City of Palo Alto to contact you (email address is preferred).

Miscellaneous Provisions

These Terms of Service will be governed by and construed in accordance with the laws of the State of California. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect.

These Terms of Service constitute the entire agreement between the parties and supersedes and replaces all prior understandings or agreements, written or oral, regarding PA_OverAir_Library. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by the City of Palo Alto.

PRIVACY POLICY

Our Commitment To Privacy

Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information

is collected and used.

The Information We Collect

This notice applies to all information collected or submitted on the PA_OverAir_Library system.

No personal or personally identifiable information is gathered or retained by the City of Palo Alto for any commercial purpose when you use PA_OverAir_Library.

It is required by law that the Media Access Control address of systems or devices connecting to PA_OverAir_Library system be tracked and retained in an effort to trace and mitigate illegal activity by Wi-Fi users (See DMCA below). A Media Access Control address (MAC address) is a unique identifier assigned to network interfaces for communications on the physical network segment. Essentially, every IP-based communication device has a unique MAC address and we capture the MAC address of every device connecting to our system.

In addition, information about the types of usage (i.e., services and ports) and bandwidth usage by each individual MAC address and collectively by all MAC addresses is collected and maintained. The analysis of usage types and bandwidth metrics helps to maintain the healthy operation of the system and ensures a suitable level of quality and security to all users of PA_OverAir_Library.

The Way We Use Information

We use the above information to track overall usage of the network and to adjust the system for best performance.

The MAC address information may also be used if a Digital Millennium Copyright Act (DMCA) notice is received so that device used in violating the law can be blocked. The DMCA is a United States copyright law that criminalizes production and dissemination of technology, devices, or services intended to circumvent measures that control access to copyrighted works. It also criminalizes the act of circumventing an access control, whether or not there is actual infringement of copyright itself, while limiting the liability of the providers of online services for copyright infringement by their users.

We do not share any information with outside parties, except to the extent necessary to troubleshoot issues or enhance the performance of PA_OverAir_Library, or as required by law. Return email addresses are used to answer the emails we receive. Such email addresses are not used for any other purpose and are not shared with outside parties. We may use non-identifying and aggregate information for a number of reasons including, but not limited to, the

design of PA_OverAir_Library.

Finally, we will not use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our Commitment To Data Security

To prevent unauthorized access, maintain data accuracy and ensure the correct use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Our Commitment To Children's Privacy

Protecting the privacy of the very young is important. For that reason, we never collect or maintain information through PA_OverAir_Library from those we actually know are under 13, and no part of the PA_OverAir_Library system is structured to attract or target anyone under 13.

How You Can Access or Correct Your Information

We do not collect personal information that can be accessed or corrected except through a phone or email service request submitted by a user. To protect your privacy and security, we will also take reasonable steps to verify your identity before responding to a service request via email or by phone.

How To Contact Us

Should you have questions or concerns about this Privacy Policy, please e-mail us: info@cityofpaloalto.org.

This Privacy Policy may be modified from time to time. Any modifications to our Privacy Policy will be reflected on this page first, so check back often. If there is a significant change, we will indicate on our website that our Privacy Policy has changed and provide a link to that new policy.