

WEST DEPTFORD TOWNSHIP

ORDINANCE # 2017-09

AN ORDINANCE OF THE TOWNSHIP OF WEST DEPTFORD ADOPTING AN ACCEPTABLE WIRELESS NETWORK (WIFI) POLICY FOR USE IN THE TOWNSHIP OF WEST DEPTFORD

WHEREAS, the Township of West Deptford (hereinafter referred to as "Township") provides a wireless (WiFi) network for short term access that is available to individuals with compatible wireless devices in various Township facilities; and

WHEREAS, the Township has created the attached "WDT Guest" Wireless Network (WiFi) Acceptable Use Policy (Exhibit "A") for use of the wireless network in various Township facilities.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of West Deptford, County of Gloucester and State of New Jersey that the Township of West Deptford does hereby adopt the attached "WDT Guest" Wireless Network (WiFi) Acceptable Use Policy for use of the wireless network by individuals in the various Township facilities.

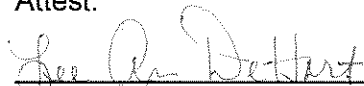
BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final passage and publication as required by law.

TOWNSHIP OF WEST DEPTFORD



DENICE DICARLO, Mayor

Attest:



LEE ANN DEHART, Registered Municipal Clerk

INTRODUCED at a meeting of the Township Committee of the Township of West Deptford, held on April 5, 2017.

ROLL CALL VOTE				
	AYES	NAYS	ABSTAIN	ABSENT
Megan Kerr	✓			
James Mehaffey	✓			
Adam Reid	✓			
James Robinson	✓			
Denice DiCarlo	✓			
TALLY:	5			

ADOPTED at a meeting of the Township Committee of the Township of West Deptford, held on April 19, 2017.

ROLL CALL VOTE				
	AYES	NAYS	ABSTAIN	ABSENT
Megan Kerr	✓			
James Mehaffey	✓			
Adam Reid	✓			
James Robinson	✓			
Denice DiCarlo	✓			
TALLY:	5			

EXHIBIT “A”

**WEST DEPTFORD TOWNSHIP
WIFI TERMS OF SERVICE AND ACCEPTABLE USE POLICY**

Access to the Service

The West Deptford Township Wireless Internet Access Service (“Service”) is a free public service provided by West Deptford Township (“Township”). Your access to the Service is completely at the discretion of West Deptford Township, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for West Deptford Township, disruption of access to other users or networks, and violation of applicable laws or regulations. West Deptford Township may revise this Agreement at any time.

BY CLICKING YOUR ACCEPTANCE, OR BY ACCESSING OR USING THIS SERVICE, YOU REPRESENT THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. By using this Service you warrant and promise, that either (i) you have legal capacity to enter into this Agreement (i.e., that you are of sufficient age and mental capacity, or are otherwise entitled to be legally bound in contract), or (ii) that your parent(s) or legal guardian(s) have consented to your use of this Service and accept this Agreement on your behalf, and that you are responsible for the activity and conduct of anyone that you permit to use this Service.

Acceptable Use Policy

West Deptford Township supports the free flow of information and ideas over the Internet. Although West Deptford Township 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 West Deptford Township or any third party.

The use of the Service for the following activities is 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 West Deptford Township's network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials.

Use of Service by Minors

Engaging in any activity that is harmful to minors, or permit a minor to use this Service to access any content intended for adults

Defamatory or Abusive Language

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.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message, including "spoofing" or otherwise impersonating any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forging, deleting or altering any part of TCP/IP packet header or sender identification information in any communication.

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, pinging, flooding, mailbombing, denial of service attacks, or other code or programming or material designed to or intended to damage, interfere with, intercept, interrupt, destroy, limit the functionality of or expropriate any computer hardware, software, system, data or personal information.

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 this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

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.

Other Illegal Activities

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.

Resale

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.

Notice of Violations of the AUP

West Deptford Township requests that anyone who believes that there is a violation of this AUP direct the information to: wifi@westdeptford.com

Agent to Receive Notification of Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (“DMCA”) provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Service infringes your copyright, you (or your agent) may send West Deptford Township’s Designated Agent a notice requesting that the item, information or material be removed, or access to it blocked. You can contact West Deptford Township’s Designated Agent at: wifi@westdeptford.com

DISCLAIMER

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 West Deptford Township 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 West Deptford Township’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 WEST DEPTFORD TOWNSHIP, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES WILL WEST DEPTFORD TOWNSHIP, ITS HOSTS, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF ANY USER OF THE NETWORK, (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 WEST DEPTFORD TOWNSHIP 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.

INDEMNIFICATION

You agree to indemnify and hold harmless West Deptford Township, and its officials, 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 West Deptford Township may assert under this Agreement or by law. West Deptford Township reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with West Deptford Township in asserting any available defenses.

Consent to Monitoring

West Deptford Township reserves the right to, and you acknowledge and consent, that West Deptford Township may (but is not required to) monitor your communications and activities via this Service (including their content) during transmission, and in connection with accessing and the use of this Service, including without limitation information about devices through which

you access the Service (including without limitation device type and device media access control identification information), usage times and volume. West Deptford Township may use and disclose any such information for purposes of administering the Service and provide Service functionality, analyzing usage, ensuring your compliance with this agreement, applicable law, in cooperation with legal authorities, and as otherwise required to protect West Deptford Township's rights, property and interests. While generally this information is anonymous and/or aggregated, this information may be associated with your Service account information.

Consequences of Unauthorized Use

Without limiting any other available right or remedy, West Deptford Township reserves the right to, and you agree that West Deptford Township shall have the right to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of the Service and to otherwise protect its interests (e.g., removing, destroying or otherwise making unavailable offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate and involve and cooperate with appropriate authorities regarding any actual or suspected illegal or unauthorized activities involving this Service. You agree that you will be liable to West Deptford Township for any damages incurred or amounts that are required to be paid by West Deptford Township that arise out of, or are related to, your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys' fees and costs of enforcement.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with New Jersey 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. West Deptford Township's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede West Deptford Township's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by West Deptford Township 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 West Deptford Township with respect to its subject matter and supersedes all prior writings or understanding.