POLICY:

1.0 Users Agree to Comply

Any individual or User connected to the Public Wireless Network in order to use it directly or to connect to any other network(s), must comply with this policy, the stated purposes, and Acceptable Use policies of any other network(s) or host(s) used; and all applicable laws, rules, and regulations.

2.0 PUD 3 Reserves Right to Disconnect

The District reserves the right to disconnect any user, at any time, and for any reason. The Public Wireless Network is provided as a courtesy to allow the Public access to the internet. Users will not be given access to the District intranet or permission to install any software on PUD 3 computers.

3.0 Inappropriate Use Not Permitted

Inappropriate use of the Public Wireless Network is not permitted. This policy does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that the District may at any time use to make a determination that a particular use is inappropriate:

4.1 Must Abide by Laws: User must, at all times, abide by the laws of Mason County, Washington State, and the United States of America or local laws as they may apply, including those of any jurisdiction in which your actions may have the potential to cause injury to any party.

4.2 Respect Privacy and Intellectual Property: Users must respect the privacy and intellectual property rights of others. Redistribution of copyright material, trademark, and or patents without owner consent is prohibited.

4.3 User Shall Not Access, Download, or Distribute Offensive, Unethical, or Illegal Material: Nor shall users engage in any activity that effects security breaches or disruptions of network communications. For the purpose of this policy, offensive material includes, but is not limited to: pornography; racially or sexually offensive messages; and messages which are intended to harass or may reasonably be regarded as harassment.
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4.4 **No Malicious Fraudulent or Misrepresentation Allowed:** Use of the Public Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited.

4.5 **User May not Send SPAM:** (SPAM being unsolicited email) of any type, in any volume, and the User may not aid individuals or organizations in distributing SPAM.

4.6 User must not access or attempt to access services that are not for the general public and/or without appropriate authorization.

4.7 **User Must Not Use Probing Devices** with intent of finding security weaknesses in services other than your own.

4.8 **Must Not Attempt to Overload the System:** User must not interfere with the service to any user or equipment connected to the internet in any of the following ways, but not limited to the following methods: mail bombing, flooding, denial of service (DoS) attacks, or in any way attempt to overload a system.

4.9 **Responsible for Keeping Virus Free:** The User is responsible for keeping its computer and devices free of viruses. The District takes no responsibility for viruses delivered to the user or its devices. The user must take all steps possible to prevent the propagation of a virus.

4.10 **Must Respect the Integrity of the Network:** Users must respect the integrity of the network and any other public or private computing and network systems.

4.11 **Must Not Hampers Other Users’ Access to the Public Wireless Network:** The Public Wireless Network may not be used in a manner that precludes or hampers other users’ access to the Public Wireless Network or any other any other networks.

4.12 **Must Not Interfere with User, Host, or Network:** Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host, or network.

4.0 **Violations May Result in Legal Action**

Usage of PUD 3 Public Wireless Network and Services must comply with all points laid out in this policy. Violations of this policy may result in legal action and/or barring access to District facilities and networks.

5.0 **Services Not Guaranteed**

While the District endeavors to provide access to information of the highest quality, access, speed, connection, usability, compatibility, and bandwidth of the networked and wireless services is not guaranteed.

6.0 **Use of Services Does Not Constitute Endorsement**

The availability of information via PUD 3’s internet service does not constitute endorsement of the content of that information by the District. Additionally, Users may not represent themselves as representatives of the District.
7.0 PUD 3 Assumes No Liability

7.1 PUD 3 is not responsible for damage to users' disks or computers or for any loss of data, damage or liability that may occur from use of the PUD's internet service.

7.2 The District takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by the user or any third party, or for anything the user may encounter or any data that may be lost or compromised while connected to the Public Wireless Network.

7.3 The District shall have no liability for direct, indirect, or consequential damages related to the use of information accessed through the utility's internet service, or for damages related to the operation of, or failure of, the filtering software, or for its circumvention by Users.

8.0 Policy Updates and Availability

This Acceptable Use Policy will be updated from time-to-time, as needed and when required. A current copy of the Public Wireless Network Acceptable Use Policy will be available at www.pud3.org/wifi.