



STM Wi-Fi Acceptable Use Policy

The STM Wi-Fi Service is a free wireless internet service (Service) provided to members, employees and visitors of the Seashore Trolley Museum which is owned and operated by the New England Electric Railway Historical Society (NEERHS).

The STM Wi-Fi Acceptable Use Policy is intended to help enhance the use of the internet by preventing unacceptable use. You, as a user of this Service, must comply with this Policy. By using the STM Wi-Fi Service, you acknowledge and agree to follow this Policy and the terms of this Policy as stated herein. Your violation of this Policy may result in the suspension or termination of your access to the Service and/or other actions including but not limited to suspension or loss of museum membership and/or cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Indemnification

You agree to indemnify, defend, and hold harmless the NEERHS and its officers, employees, agents, suppliers, sponsors or other partners from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from your use of the Service, your violation of this Agreement, or your violation of any rights of another.

The STM Wi-Fi Acceptable Use Policy prohibits the following:

1. Using the Service to transmit any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rule or regulations promulgated there-under.
2. Using the Service to harm, or attempt to harm other persons, businesses or other entities.
3. Using the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which constitutes harassment or discrimination of any person or persons on the basis of race, sex, national origin, disability, religion, or sexual orientation.
4. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.
5. Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
6. Using the Service to transmit or facilitate any unsolicited commercial email or unsolicited bulk email.

7. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the STM Wi-Fi Service or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the access, corruption or loss of data.
8. Using the Service to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
9. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
10. Reselling the Service.
11. Using the Service for any activity which adversely affects the ability of other people or systems to use the STM Wi-Fi Service, the backing network, or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.
12. Using your personal account for high volume or commercial use is prohibited. The Service is intended for periodic, active use of email, newsgroups, file transfers, Internet chat, messaging, and browsing of the Internet. You may stay connected so long as you are actively using the connection for the above purposes. You may not use the Service on a standby or inactive basis in order to maintain a connection. Accordingly, the NEERHS maintains the right to terminate your connection following any extended period of inactivity.

The NEERHS reserves the right to monitor and log access and usage of the STM Wi-Fi Service for the purpose of enforcing this policy.

Disclaimer of Warranties and Limitation of Liability

LIMITATION OF LIABILITY. You assume total responsibility for use of the Service and the Internet and access the same at your own risk. The NEERHS and its officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the internet and the STM Wi-Fi Service network, and shall not be liable to you for any direct, indirect, incidental, special or consequential damages of any kind including but not limited to any loss of use, loss of business, and/or loss of profit, arising out of or related to this terms of service. Under no circumstances will NEERHS and its officers, employees, agents, suppliers, sponsors or other partners of the STM Wi-Fi Service be liable to you or any third parties for any amount.

DISCLAIMER OF WARRANTIES. The Service is provided on an "as is" and "as available" basis. The NEERHS and its officers, employees, agents, suppliers, sponsors or other partners, makes no warranty of any kind, written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. No advice or information given by NEERHS and its officers, employees, agents, suppliers, sponsors or other partners of the STM Wi-Fi Service shall create a warranty. The NEERHS and its officers, employees, agents, suppliers, sponsors or other partners does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

REVISIONS TO THIS ACCEPTABLE USE POLICY. Representatives of the STM Wi-Fi Service reserve the right to revise, amend, or modify this Policy, other policies and agreements at any time and in any manner. The most up-to-date copy of this policy will be maintained at <http://www.trolley museum.org/museum/policies/wifiup.doc>

The Wi-Fi ZONE Logo is a logo of the Wi-Fi Alliance.