



Prince George's County Transit "TheBus" Public Wi-Fi Acceptable Use Policy

Prince George's County Transit "TheBus" Public Wi-Fi Service is a free wireless Internet service (service) provided to our customers for their convenience while onboard our vehicles.

The **Prince George's County Transit "TheBus" Public Wi-Fi Service 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 Prince George's County Transit "TheBus" Public 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 cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Terms of Public Wi-Fi Service Use

By accepting the terms of service or by using the web service offered by Prince George's County, Maryland, on its transit service ("TheBus"), you agree to the following:

1. The wireless network service is provided by "TheBus" to our customers as a convenience and free service. Access to the network may be blocked, suspended, or terminated at any time for any reason.
2. On-board real-time vehicle technology systems have priority over public Wi-Fi access.
3. The wireless network is provided "as is" without warranties of any kind, either expressed or implied. "TheBus" is not able to guarantee uninterrupted connections or minimum speeds.
4. "TheBus" and the service provider are not able to provide technical assistance to customers and there is no guarantee you will be able to make a wireless connection. If you need assistance, you will contact the manufacturer of your access device or software or an IT professional.
5. Vehicle operators are NOT able to provide assistance with wireless connections.
6. By using this service, you agree "TheBus" and/or the provider of this network are NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.
7. You agree not to use the wireless network for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your internet use. Violation may result in consequences including a ban from "TheBus" service.
8. Streaming data is prohibited and will be blocked. "TheBus" is using content filtering services to block access to certain websites or content through the service ("Content Filtering"); however, no content-filtering software is totally effective. "TheBus" is not liable

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to you for any acts, omissions, performance or non-performance, related to the content filtering.

9. You will not use this service to access pornography or any site containing adult content.
10. "TheBus" and the service provider are not responsible for any changes you make to your access device's settings.
11. You will limit all electronic sounds to headphones played at a volume only you can hear.
12. You agree:
 - a. to abide by these Terms of Public Wi-Fi Service Use.
 - b. not to violate any applicable laws, rules, regulations or policies relating to such use.

Indemnification

You agree to indemnify, defend, and hold harmless Prince George's County, and its affiliates, 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 **Prince George's County Transit "TheBus" Public Wi-Fi Service 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 thereunder.
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 harasses another.
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 Prince George's County Transit "TheBus" Public 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.

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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 Prince George's County Transit "TheBus" Public Wi-Fi Service 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. It is your responsibility to ensure that your network is configured in a secure manner.
12. Using your personal connection to the Public Wi-Fi Service 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 Prince George's County Transit "TheBus" maintains the right to terminate your connection following any extended period of inactivity.

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 Prince George's County, Maryland and its affiliates, officers, employees, agents, suppliers, sponsors or other partners, has no responsibility whatsoever for the content accessible or actions taken on the Internet and the Prince George's County, Maryland "TheBus" Public 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 the Prince George's County Maryland and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Prince George's County, Maryland "TheBus" Public 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 Prince George's County, Maryland and its affiliates, 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 Prince George's County, Maryland "TheBus" and its affiliates, officers, employees, agents, suppliers, sponsors or other partners of the Prince George's County Maryland "TheBus" Public Wi-Fi Service shall create a warranty. The Prince George's County Maryland and its affiliates, officers, employees, agents, suppliers,

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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 Prince George's County, Maryland Public Wi-Fi Service reserve the right to revise, amend, or modify this policy, other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service.

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I have read and agree to the **terms and conditions**. I understand my use of the Public Wi-Fi service signifies my acceptance of the terms.

By clicking "Agree" below or by navigating my browser away from this page I have read/understood and agree to the previously stated Public Wi-Fi Acceptable Use Policy.

Agree