

**First Unitarian Church of Cincinnati**  
**Wi-Fi Terms and Conditions of Use**

**Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions.**

Welcome to the wireless access system ("Wi-Fi System") at First Unitarian Church of Cincinnati ("FIRST UNITARIAN CHURCH"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at the church.

**A. Acceptance of Terms and Conditions of Use**

BY CONNECTING TO THE WI-FI SYSTEM, YOU REPRESENT **AND AFFIRM** that:

1. YOU HAVE READ, UNDERSTAND AND AGREE **TO BE BOUND BY** THE TERMS OF THIS AGREEMENT AND
2. YOU ARE AT LEAST 13 YEARS OF AGE AND
3. **YOU ARE A MEMBER, GUEST, OR BUSINESS PARTNER OF FIRST UNITARIAN CHURCH.**

If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of the Agreement by connecting to the FIRST UNITARIAN CHURCH connection and entering the provided password, has the same effect as if you had actually signed the Agreement.

**B. Description of Wi-Fi System/Service Availability**

FIRST UNITARIAN CHURCH will provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of FIRST UNITARIAN CHURCH, and may not always be operational.

**C. Fee for Wi-Fi System**

The Wi-Fi system at FIRST UNITARIAN CHURCH is provided "free of charge" to members, guests, and business partners of FIRST UNITARIAN CHURCH.

**D. Access to Internet**

FIRST UNITARIAN CHURCH may or may not screen or restrict access to any content placed on or accessible through the Internet. FIRST UNITARIAN CHURCH also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to **communications**, content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that FIRST UNITARIAN CHURCH is not liable **in any way whatsoever** for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

**E. Your Responsibilities**

You must (1) provide all equipment necessary to connect to the Wi-Fi System, (2) comply with local, state, federal and international laws and regulations, **whether now known or unknown to you** including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. FIRST UNITARIAN CHURCH does not undertake **to ensure or warrant** the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

**F. Acceptable Use Policy**

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. FIRST UNITARIAN CHURCH does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in **FIRST UU's** sole discretion, may be illegal, may subject FIRST UNITARIAN CHURCH to liability, **investigation, or undesired publicity**, or may violate this AUP. FIRST UNITARIAN CHURCH may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

**G. The following constitute examples of violations of this AUP.**

You agree to **not** use the Wi-Fi System to:

- (1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) Harm, or attempt to harm, **any person or business** in any way;
- (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;
- (4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
- (5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
- (7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- (10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
- (11) Resell the Wi-Fi System without FIRST UNITARIAN CHURCH's authorization;
- (12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that FIRST UNITARIAN CHURCH may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

**H. Termination**

You agree that FIRST UNITARIAN CHURCH may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, FIRST UNITARIAN CHURCH will have no liability to you.

**I. Indemnity**

You agree to hold harmless and indemnify FIRST UNITARIAN CHURCH and its officers, employees, agents or affiliates from and against any third-party claim(s) of any kind arising from, related to, or connected with your use this W-Fi System, including for any liability, damages, expense, and attorneys' fees arising from any claims, losses, damages (actual and consequential), suits, and judgments of every kind and nature.

**J. Waiver Must be in Writing**

No waiver, forgiveness, or forbearance of any term, provision, or part of this Agreement is effective unless it is given in writing and signed by the Board President of FIRST UNITARIAN CHURCH or his/her duly authorized designee.

**K. No Warranties of any Kind**

FIRST UNITARIAN CHURCH 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 OTHER WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FIRST UNITARIAN CHURCH IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE AND WHETHER OR NOT FORESEEABLE.