



## **Acceptable internet usage guidelines and disclaimer**

### **Current guidelines relating to the use of both the public access computers and the WiFi access service in Hillingdon Libraries.**

By using Hillingdon Libraries' public access computers or WiFi service, you are bound to the relevant UK law, including the Data Protection Act 1998; Parts of the Criminal Justice and Public Order Act 1994; Computer Misuse Act 1990; Copyright, etc and Trade Marks (Offences and Enforcement) Act 2002, and agree to abide by it.

It is your responsibility to familiarise yourself with all statutory requirements – in particular, by using the service, you agree **not** to do the following.

- Deliberately visit, view or download any material from any website containing pornographic, abusive, racist, violent or illegal material or material that is offensive in any way whatsoever.

Hillingdon Libraries' decision as to which websites fall into these categories is final.

- Download any images, text, sound or other material that is in breach of copyright. Hillingdon Libraries accepts no responsibility for any breaches that may occur.
- Upload, or make available to others, any material that is offensive, obscene, indecent, or that infringes the copyright of another person (eg images, MP3 and other audio and video files). The UK has strict laws on obscenity, and copyright law is applicable to content on the internet.
- Use the internet for any illegal activity or gambling.
- Use the internet to harass, cause annoyance, inconvenience or anxiety to others. Examples include abusive or offensive emails, spamming, distributing information regarding the creation and sending of internet viruses, worms, Trojan horses, ping, flooding, or denial of service attacks.
- Access, or attempt to gain access, to computer systems, data or resources to which they are not authorised, such as connecting to other user's resources. By using the service, you agree to respect the privacy of others.
- Access network services in such a way as to deny reasonable access to the network for other users. For example, by excessive use of network bandwidth. This could include the use of FTP servers, file-sharing software and video

streaming.

- Attempt to gain unauthorised access to restricted part of the network, or attempt to undermine the integrity or security of any computer systems or network. You, the user, are responsible for any damage caused to the computer equipment arising out of any wilful act or negligent misuse.

**Breach of the above will lead to users being banned from using the service and may result in prosecution.**

Hillingdon Libraries reserve the right to update or modify the above terms at any time without prior notice. Your use of the service following any such change constitutes your agreement to follow and be bound by these terms as modified. For this reason, we encourage you to review these terms whenever you use the service.

## **Disclaimer**

### **1. Service provided 'as is'**

This service provides access to the internet on an 'as is' basis with all risks inherent in such access. The providers of the service make no warranty that the service or that any information, software, or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components. By connecting, the user acknowledges and accepts the risks associated with public access to the internet and public use of an unsecured wireless network.

### **2. Service provided 'as available'**

The service is provided on an 'as available' basis without warranties of any kind – either express or implied – that the service will be uninterrupted or error free, including but not limited to vagaries of weather, disruption of service, acts of God, warranties of title, non-infringement, nor implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the providers, affiliates, or contractors of the service or their respective employees shall create such a warranty.

### **3. Indemnity**

Under no circumstances shall the providers of the service, or affiliates, agents, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from user's use of or inability to use the service or to access the internet or any part thereof, or user's reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. You agree to indemnify and hold harmless the providers of the service, including affiliates, agents, and contractors thereof, from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable legal 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.