

OCTA WiFi Service Acceptable Use Policy

The OCTA WiFi Service is a free wireless internet service (Service) provided to OCTA's passengers on selected OCTA routes. The OCTA WiFi Service Acceptable Use Policy (Policy) is intended to help enhance the use of the internet by preventing unacceptable use. As a condition of the use of the Service, You must comply with 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, OCTA cooperation with legal authorities and/or third parties involved in the investigation of any suspected or alleged crime or civil wrongdoing.

Indemnification

As a condition of the use of this Service, you agree to indemnify, defend, and hold harmless the Orange County Transportation Authority and its officers, employees, agents, elected officials, 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 Policy, or your violation of any rights of another.

The OCTA WiFi Service Acceptable Use Policy prohibits the following:

1. Using the Service to transmit or receive any material that, intentionally or unintentionally, violates any applicable local, state, federal or international law, or 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 indentifying network header information in an effort to deceive or mislead another or impersonating any person by using forged headers or other indentifying information.
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 OCTA WiFi Service or another entity's computer software, hardware, electronic communications system or telecommunication 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 right 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 OCTA WiFi Service or the Internet. This includes "denials 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 account for high volume or commercial use. 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, OCTA maintains the right to terminate your connection following any extended period of inactivity.

Limitation of Liability

As a condition of your use of the OCTA Service you assume total responsibility for use of the Service and the Internet and access the same at your own risk and agree that OCTA and its affiliates, officers, employees, agents, elected officials, suppliers, sponsors or other partners have no responsibility whatsoever for the content accessible or actions taken on the Internet and the OCTA WiFi Service, 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 the use of the Service. Under no circumstances will OCTA and its affiliates, officers, employees, agents, elected officials, suppliers, sponsors or other partners be liable to you or any third party for any amount.

Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis. OCTA and its affiliates, officers, employees, agents, elected officials, suppliers, sponsors or other partners make 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 OCTA and its affiliates, officers, employees, agents, elected officials, suppliers, sponsors or other partners shall create a warranty. OCTA and its affiliates, officers, employees, agents, elected officials, suppliers, sponsors or other partners do not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

Revisions to this Policy

OCTA reserves the right to revise, amend, or modify this Policy, other policies and agreements at any time and in any manner.