**Creb**<sup>®</sup> campus

# COMPLIMENTARY WI-FI IS AVAILABLE AT CREB® CAMPUS

By using the CREB<sup>®</sup> Campus Wi-Fi service you acknowledge and agree to abide by the terms of this Acceptable Use Policy as stated herein. Any violation of the terms of this Acceptable Use Policy may result in the suspension or termination of 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.

# ACCEPTABLE USE

You agree to use the CREB<sup>®</sup> Campus Wi-Fi service for your own personal or internal business purposes. The CREB<sup>®</sup> Campus Wi-Fi may not be used (directly or indirectly) in an illegal or malicious manner, including, but not exhaustively, the following activities:

- Using the Wi-Fi service to transmit, post, upload, or otherwise make available defamatory, harassing, controversial, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another;
- Downloading, possessing or transmitting in any way, illegal material or content including but not limited to racism or hatred, child abuse, phishing and/or proxy avoidance;
- Attempting to gain deliberate access to facilities or services which you are not authorised to access or attempting to penetrate security measures of another system including, but not limited to, port scans, stealth scans, or other information gathering activity;
- Distributing information regarding the creation of and sending malicious software including but not limited to Internet viruses, malware, spyware, worms, Trojan Horses, pinging, flooding, mail bombing, or denial of service attacks;
- Engaging in any activity that infringes or misappropriates the intellectual property rights of CREB<sup>®</sup> or third parties, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

## **RESPONSIBILITIES OF CREB®**

CREB<sup>®</sup> reserves the right to restrict access to any material or content that is illegal. However, CREB<sup>®</sup> does not block or monitor all material or content available on the internet or of activities of third parties. CREB<sup>®</sup> does not control such material or content and is not in any way liable for data or content that is accessed or received via the Wi-Fi service.

CREB<sup>®</sup> is not a publisher of third-party content and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Wi-Fi. You are solely responsible for evaluating such content.

It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the CREB® Campus Wi-Fi service. CREB® will not be a party to, nor in any way be responsible for, any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the CREB® Campus Wi-Fi service. Should you choose to use the CREB® Campus Wi-Fi service to connect to, or access third-party websites or content or provide products or services from such third parties, your personal data may be processed. CREB® is in no way responsible for the manner and extent third parties process your personal data for the use of their service.

CREB® does not in any way guarantee the accuracy, completeness or usefulness of information that is obtained through the CREB® Campus Wi-Fi service.



# ACTIONS

If CREB® has reasonable suspicions or knows that you may have breached the terms of this Acceptable Use Policy, CREB® reserves the right to take any action it believes to be appropriate including, but not limited to:

- a. Investigating the possible breach, and using your personal details to contact you to gather further information or to discuss our concerns, and/or issue you with a formal warning;
- b. Blocking, limiting or suspending your access to all or parts of the CREB® Campus Wi-Fi services.

In certain instances, CREB<sup>®</sup> may be legally required to give information relating to your activity while using CREB<sup>®</sup> Campus Wi-Fi services to competent authorities, regulators and law enforcement agencies in order to comply with any legal requirements.

In cases of serious breach, CREB<sup>®</sup> may report you (and disclose your personal information) to the authorities or any competent law enforcement agency.

## **NETWORK SECURITY & MONITORING**

You are responsible for all activity conducted under your user. You are expected to take reasonable precautions to prevent unauthorized and/or abusive use by other individuals.

#### **INDEMNIFICATION, LIABILITY & WARRANTY**

You agree to indemnify, defend, and hold harmless CREB<sup>®</sup> and its affiliates, employees, agents, suppliers, sponsors or other partners from any and all third party claims, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or related to your use of the Wi-Fi service available at CREB<sup>®</sup> Campus, including any material that you access or make available using the Wi-Fi, or violation of the agreement, including but not limited to any violation of any third party's rights or a violation of law or regulation, or any breach of this Acceptable Use Policy. This Section will not be construed to limit or exclude any other claims or remedies that CREB<sup>®</sup> may assert under this Acceptable Use Policy or by law.

You assume full responsibility for your use of the CREB® Campus Wi-Fi service. CREB® has no responsibility whatsoever for the content accessible or actions taken on the internet and the CREB® Campus Wi-Fi 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 this terms of service.

The CREB® Campus Wi-Fi service is provided on an "as is" and "as available" basis. CREB® makes no warranties of any kind, whether written or oral, statutory, express or implied, including any warranty of merchantability, infringement, or fitness for a particular purpose. CREB® does not warrant that the service will be uninterrupted, error-free, or free of viruses or other harmful components.