



City of Berkeley Marina

WiFi Terms and Conditions

City of Berkeley Marina WiFi (Marina WiFi) Terms & Conditions and Acceptable Use Policy

Welcome to the City of Berkeley's ("City") free wireless Marina WiFi system ("Marina WiFi"). Where available, Marina WiFi provides unrestricted access to the Internet throughout the Marina. This Agreement is between you and the City, states the terms, conditions and acceptable use policy with which you agree to comply and your and the City's rights and responsibilities relating to the use of Marina WiFi.

BY CLICKING ON "ACCEPT THE TERMS" YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND THE ACCEPTABLE USE POLICY ("AUP"). If you do not agree to the terms of this Agreement, you may not use Marina WiFi. Your electronic acceptance of the Agreement by clicking on "ACCEPT THE TERMS" has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on "ACCEPT THE TERMS".

Marina WiFi Availability

Where available, Marina WiFi provides free WiFi access throughout the Berkeley Marina. Access points may not be available in all areas of the Marina, and may not always be operational even if available.

No Warranties or Assurance of Performance

The City provides Marina WiFi as a free public service. Marina WiFi is provided "AS IS, WHERE IS" and comes with no guarantees, warranties, assurances of performance or security and is subject to periodic maintenance and unforeseen downtime. The City assumes no liability for any unauthorized access to personal devices, loss of data, or exposure to malicious software.

Access to Internet Content

The City does not screen or restrict access to any content placed on or accessible through the Internet. Nor does the City screen or restrict communications between parties via the Internet. You acknowledge and agree that if you access the Internet you may receive or be exposed to content, goods or services which you may consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive.

Monitoring of Content

The City does not actively monitor the use of the Marina WiFi system under normal circumstances. Similarly, the City does not exercise editorial control or review over the content of any web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Marina WiFi system. However, the City may remove, block, filter or restrict by any other means any materials that, in the City's sole discretion, may be illegal, may subject the City, its officers, employees, and affiliates to liability or may violate the City's Acceptable

Use Policy for Marina WiFi. The City may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Violation of the City's Acceptable Use Policy for Marina WiFi may result in the suspension or termination of either access to the Marina WiFi system or other actions as detailed below.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the use of Marina WiFi shall be brought exclusively in the state or federal courts located in Alameda County, California. You consent to the personal jurisdiction of such courts and waive any objection to the venue therein.

Assumption of Liability

USE OF THE MARINA WIFI SYSTEM IS AT YOUR OWN RISK. YOU AGREE THAT INFORMATION YOU SEND OVER THE INTERNET USING THE WIFI SYSTEM MAY BE ACQUIRED BY THIRD PARTIES AND THAT VIRUSES AND OTHER MALICIOUS SOFTWARE MAY BE ON THE WIFI SYSTEM OR ON SITES THAT YOU VISIT ON THE INTERNET AND MAY INFECT YOUR COMPUTER.

YOU ALSO 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 MARINA WIFI SYSTEM; (2) ALL COMMUNICATIONS THAT YOU SEND OR RECEIVE VIA THE MARINA WIFI SYSTEM; AND, (3) THE LOSS OF THE DATA THAT YOU SEND THROUGH THE MARINA WIFI SYSTEM.

Release of Liability and Indemnification

BY USING THE MARINA WIFI SYSTEM, YOU AGREE TO AND HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, THE CITY, ITS OFFICERS, EMPLOYEES, AND AFFILIATES FROM ANY AND ALL RESPONSIBILITY WHATSOEVER FOR ANY CLAIMS, EXPENSES, COSTS, CONSEQUENCES OR DAMAGES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES THAT MAY RESULT FROM YOUR USE OF MARINA WIFI.

Your Responsibilities

YOU MUST: (1) Agree with all current terms and conditions; (2) adhere to the Marina WiFi Acceptable Use Policy described below; (3) provide all equipment (including computer hardware and software, personal digital assistants, smart phones, desktop computers, wireless network cards, etc.) to connect to the Marina WiFi System and, (4) comply with local, state, and federal laws and regulations, including but not limited to copyright and intellectual property rights laws.

Acceptable Use Policy (AUP)

All users of the Marina WiFi system must comply with this Acceptable Use Policy (AUP) which is intended to maintain the integrity and standards of the Internet by preventing unacceptable uses.

You agree to not use the Marina WiFi system to:

- Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy;
- Harm, or attempt to harm, any person in any way;
- 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 Marina WiFi system;
- 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);
- Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other mass form of solicitation;
- 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;
- Interfere with or disrupt the Marina WiFi service or servers or networks connected to Marina WiFi, or disobey any requirements, procedures, policies or regulations of networks connected to Marina WiFi;
- Intentionally violate any applicable local, state, or federal law;
- "Stalk" or otherwise harass another;
- Resell access to or use of Marina Wifi without the City's written authorization;
- Use the Marina WiFi system for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

Reporting and Enforcement

Any community member who feels that a violation of the AUP or these Terms and Conditions occurred, may report the violation to the City of Berkeley via the City's 311 Customer Service Center by dialing 3-1-1 inside city limits on a mobile or landline phone. 311 Customer Service takes calls 8am through 5pm, Monday through Friday.

Termination

You agree that the City, its officers, employees and affiliates may, without any liability to you, terminate this Agreement and cancel your access to the Marina WiFi 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 Marina WiFi System to perform any illegal activity.

Modifications to Agreement

The City may, at its sole discretion, modify the terms and conditions of this Agreement. Such modifications shall be binding and effective upon posting on the Marina WiFi system “Terms and Conditions” page. If you use the Marina WiFi system after postings of any such modifications, you accept and agree to any and all such modifications.

This agreement was last updated April 4, 2025.