

# MRU Visitor Wireless Network Terms of Use

## Background

The use of the MRU Visitor Wireless Network (the "Service") is intended to be a convenient supplement to the network infrastructure for visitors to MRU who require basic Internet access. Wireless access points situated around the campus allow suitably equipped and configured computers to make wireless connections to the Internet.

The Service is provided at no charge by MRU. Access to the Service is completely at the discretion of MRU, and access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of these Terms of Use, actions that may lead to liability for MRU, disruption of access to other Users or networks, and violation of applicable laws or regulations.

Users must accept these Terms of Use each time the Service is used and it is the user's responsibility to review it for any changes each time. Users should not expect the Service to provide the same quality-of-service and security as the MRSecure wireless network.

## Acceptance of the Terms of Use means that:

1. You agree to adhere to these Terms of Use;
2. You must comply with MRU's Information Technology Services Acceptable Use of Computing and Communication Resources Policy; and
3. You will not engage in any Illegal or Unacceptable Uses.

This service is intended for use by visitors to MRU. MRU faculty, staff, and students, should access the wireless network by connecting via "MRSecure" wireless networks for optimal performance.

## You acknowledge that

1. You shall be fully responsible for any consequences resulting from your use of the Service;
2. MRU does not guarantee that the Service will be uninterrupted or error-free;
3. You will not use the Service to engage in activities that are illegal, unacceptable, discriminating, or harassing;
4. You will comply with all applicable federal, provincial and municipal laws related to Internet use, as well as any rules or standards affecting the Services, including, but not limited to, applicable privacy legislation and Payment Card Industry Data Security Standards;
5. You will comply with MRU's Information Technology Services Acceptable Use of Computing and Communication Resources Policy. In addition, you will comply with and abide all policies, rules, regulations and standards of MRU relating to the Services as in place, adopted, or amended from time to time;
6. You acknowledge and agree that you are fully responsible for the security of any cardholder data you possess or otherwise store, process or transmit on behalf of cardholders, or to the extent that it could impact the security of a cardholder's payment card data environment;
7. MRU does not provide encryption or other security measures to protect information you send or receive over the Internet. As with any Internet connection, there is no inherent security; prudence should be exercised in the transmission of confidential or sensitive information when using the Service.
8. MRU does not guarantee the security of the Service and that unauthorized third parties will not be able to access your computer or files or otherwise monitor your connection;
9. MRU is not responsible for problems caused on your computer while using the Service, including, but not limited to: virus infections, malware installation and attacks by 3rd third parties;
10. MRU reserves the right to change or update any hardware or equipment related to the Service at any time;
11. The Service and any products or services provided on or in connection with the Service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or Service and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by MRU, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed;

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12. In no event shall MRU be liable for any direct, indirect, incidental, special, or consequential damages (including, but not limited to, loss of use, data, or profits; or business interruption, however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising out of or in connection with the use of the Service;
13. You agree to hold harmless and indemnify MRU, its directors, officers, employees and agents from and against all third party claims and legal proceedings of every kind whatsoever arising from or in any way related to your use of the Services, including all legal costs incurred by MRU in defense of such claims and proceedings;
14. If you breach any of these Terms of Use MRU may suspend or terminate your right to use the Service. MRU reserves the right, but has no obligation, to investigate your use of the Service in order to determine whether a violation of these Terms of Use has occurred;
15. MRU's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in these Terms of Use and MRU would implement a substantial charge for the Services if any of these provisions were unenforceable; and
16. These Terms of Use are governed by and interpreted under the laws of the Province of Alberta. The Courts of Alberta will have exclusive jurisdiction over all claims, disputes and actions related to these Terms of Use.

### Acceptable Use

1. Broadcast frequencies used by the wireless network may be monitored on MRU property. Devices that generate interference with the MRU wireless network may be subject to restriction or removal.
2. Use of the wireless network is subject to MRU's Information Technology Services Acceptable Use of Computing and Communication Resources Policy, [http://www.mtroyal.ca/cs/groups/public/documents/pdf/its\\_policy1050.pdf](http://www.mtroyal.ca/cs/groups/public/documents/pdf/its_policy1050.pdf).
3. If abnormal behaviour is detected, including heavy consumption of bandwidth, MRU reserves the right to permanently disconnect the offending device from the wireless network.

### Examples of Illegal Uses

The following are representative samples only and do not comprise a comprehensive list of illegal uses:

1. Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy;
2. Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including but not limited to, patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party;
3. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to, port scans, stealth scans, or other information gathering activity;
4. The transfer of technology, software, or other materials in violation of applicable export laws and regulations;
5. Export Control Violations;
6. Using the Service in violation of any applicable law and/or regulation, including but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services;
7. Uttering threats;
8. Distribution of pornographic materials to minors; and
9. Child pornography.

### Examples of Unacceptable Uses

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents);
2. Obscene or indecent speech or materials;
3. Defamatory or abusive language;
4. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive or threatening material or language that encourages bodily harm, destruction of property or harasses another;
5. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message;
6. Facilitating a violation of these Terms of Use;

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7. Hacking;
8. Distribution of Internet viruses, Trojan horses, or other destructive activities;
9. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment;
10. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software;
11. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale;
12. Seeking information on passwords or data belonging to another user;
13. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others;
14. Copying someone else's files, or programs, or examining such information unless authorized;
15. Using University-provided computer accounts for commercial purposes such as prompting by broadcast non-educational profit-driven products or services; and
16. Intercepting or examining the content of messages, files or communications in transit on a data network.

### Limited Support

1. The maximum data speed of the Service is significantly lower than the speed of the "MRsecure" wireless networks;
2. Performance varies and cannot be guaranteed;
3. Off-campus connections to the Service are not permitted;
4. Devices connecting to the Service must be capable of meeting minimum standards, as defined by MRU IT; and
5. Some older devices do not meet these standards, and may not be used with the Service.

The intent of these Terms of Use is to identify acceptable usage, but these Terms of Use do not list all possible unacceptable or illegal uses. Using the guidelines given above, MRU may, at any time, make a determination that a particular use is unacceptable.

You must accept these Terms of Use to continue.