



Guest WiFi Internet Access – Terms of Use

This service provides filtered internet to patients and visitors of Island Health.

By checking "accept" and logging into the Vancouver Island Health Authority (VIHA) wireless internet service, you agree:

- I have read, understand, and will abide by the full Terms of Use as shown below.
- Access to this service is a privilege and failure to comply with the Terms of Use may result in access revocation, legal action, or disclosure of logging information to authorities.
- ***I agree that VIHA reserves the right to monitor, collect and store any activity on this wireless network, including web history, to ensure compliance with this policy and to identify violations of this policy; and/or to protect the network and other VIHA users.***

Full Terms of Use:

Notice:

Vancouver Island Health Authority (VIHA) offers Internet access to the public (patients and visitors) that is operated on isolated, but shared network systems. Access to this service is a privilege and failure to comply with this agreement may result in access revocation, legal action, or disclosure of logging information to authorities.

The VIHA Guest internet service is provided for the following activities:

- Standard Web Activities such as web surfing and web-based Email.
- Any Email client such as Outlook or iPhones that use POP3 and SMTP connections will be able to download Email but not send Email.

The following technologies will not function on the VIHA Guest internet service:

- SMTP sending of Email
- P2P and other file sharing applications
- FTP or VPN clients that do not support NAT transversal

Hardware requirements & client configuration:

- Wireless NIC configured to obtain IP and DNS via DHCP.
- Use a well-known web browser such as Internet Explorer, Chrome, Firefox or Safari.

Internet is subject to VIHA internet filters and web sites may be blocked or unavailable to the public, these filters are based on VIHA internal filters that have requirements to provide workplace appropriate



access to internet content. VIHA's filters are based on business or clinical needs and modification requests are not permitted.

While using VIHA wireless internet services, there is no guarantee of speed or availability of the service and access to high bandwidth services may be limited or appear to be slow (ie: Netflix, Youtube etc).

User Responsibilities and Compliance

All users of the Internet must comply with all applicable laws, including but not limited to all federal or provincial criminal, copyright, and information and privacy laws governing the transmission and dissemination of information over the Internet, Illegal activity will be reported to the appropriate authorities. All users of this service must use it in a responsible, courteous manner, respecting the rights of others, and only for the intended purposes.

While using the VIHA Guest wireless internet service, users are prohibited from posting, uploading, reproducing, distributing or otherwise transmitting information or materials where such activity constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence including, but not limited to those offences listed below:

- Communicating hatred
- Pyramid selling
- Unauthorized use of a computer
- Mischief in relation to data
- Fraud
- Defamation
- Obscenity
- Pornography
- Harassment/stalking
- Uttering threats
- Infringement of copyrights, trademarks, or patents
- Misappropriation of trade secrets
- Theft

Other Prohibited Activities:

- Use of Peer to Peer (P2P) or other file sharing software
- Obstructing or bypassing computer identification or security procedures
- Downloading or distributing copyrighted material without authorization
- Attempt to access anyone's computer, software or data, without the knowledge and consent of that person.
- Engaging in Denial of Service attacks
- Posting, uploading, reproducing, distributing or otherwise transmitting data, information or software that constitutes a virus, trojan horse, worm, spam or other harmful malware
- Directly profiting from the use of this service.



Users of this service will:

- Be responsible for any loss or damage sustained directly or indirectly as a result of their use of the service, including data loss and commercial or online transactions;
- Report any violations of this agreement or inappropriate use;
- Respect and protect others' privacy;
- Take reasonable measures to prevent the propagation of malware;
- Respect all copyright laws and licensing agreements when using this service;
- Accept all risks associated with accessing the Internet.

Users of this service will NOT:

- Share, distribute, or leave your password to this service unprotected.
- Disclose any information they do not have a right to disclose or attempt to view information that was not intended to be shared with them;
- Use the Internet to impersonate others or engage in illegal activities;
- Use the Internet in a manner that is disruptive, harmful, or offensive to others or that may violate the rights of others.
- Attempt to modify or gain access to passwords or data belonging to others ("hacking"), or seek unauthorized access to restricted content or sites;
- Attempt to download software from the Internet;
- Distribute bulk emails;
- Damage VIHA equipment used to provide wireless services, or its setup and configuration;
- Attempt to access to any service you have not been authorized to access;
- Attempt to modify, delete or otherwise damage any data or services not belonging to the user;
- Store any VIHA personally identifiable data in their devices.

Child Safety

Parents or guardians are responsible for the Internet usage of their children. Parents and guardians are responsible for guiding children regarding use of the Internet and informing them about materials they should and should not use.

Disclaimer

VIHA is not responsible for content on the Internet and cannot guarantee that it is accurate, authoritative or factual. VIHA is not responsible for the performance of the Internet or any third party sites. The Internet is not a secure medium. User activities may be traced and information transmitted could be intercepted. Users access the Internet at their own risk. VIHA is not responsible for any intentional or accidental disclosure of the user's personal or confidential information nor any financial loss or other negative repercussions resulting from the use of this service.



VIHA, its affiliates, agents, licensors, suppliers, and their respective directors, officers or employees will not be liable for any special, indirect, incidental, punitive, exemplary, aggravated, economic or consequential damages, however caused, including but not limited to damages for loss of use, lost profits or lost savings, even if VIHA or any of its lawful agents or employees have been advised of the possibility of such damages or claim.

The user shall jointly and severally indemnify and save harmless VIHA, its directors, officers, employees, servants and agents, from and against any and all losses, claims, demands, damages, actions, causes of action, costs and expenses (including legal expenses calculated as between a solicitor and his or her own client) VIHA may sustain or incur, arising directly or indirectly by reason of (a) any breach of this agreement by the user; (b) the acts or omissions of the user including any injury to or death of any person or any damage to any and all persons or property whether deliberate, accidental or through negligence except to the extent any such claim arises solely from the negligence of VIHA

Modifications

The terms of this Acceptable Use Policy may change at any time and without prior notice. The user is responsible for frequently reviewing this Acceptable Use Policy posted here upon logging in for any changes.

Trademarks

The trademarks, logos, service marks and other names and icons identifying products and services on this Internet Portal are registered and unregistered trademarks of Vancouver Island Health Authority and others.

Violation of this Policy

VIHA reserves the right to monitor any activity on this wireless network, including web history, to ensure compliance with the Policy and to identify violations of the Policy; and/or to protect the network and other VIHA users.

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