

RESOLUTION NO. 2014-36

**A RESOLUTION BY THE
MASON TRANSIT AUTHORITY BOARD
ADOPTING AN INFORMATION TECHNOLOGY WIRELESS POLICY**

WHEREAS, a need exists to establish and define the terms, conditions, and rules regarding the use of Mason Transit Authority's (MTA) wireless network (WiFi) use by employees and the public.

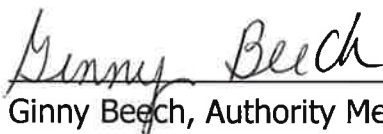
NOW THEREFORE BE IT HEREBY RESOLVED by the Mason Transit Authority Board that POL-701 Mason Transit Authority Information Technology Wireless Policy, attached hereto and incorporated herein, be established and adopted.

Dated this 16th day of December, 2014.

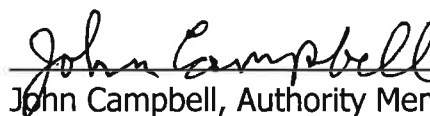


Mike Olsen, Chair

Deborah Petersen, Vice-Chair



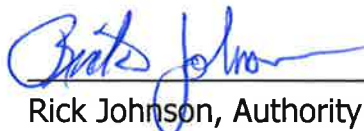
Ginny Beech, Authority Member



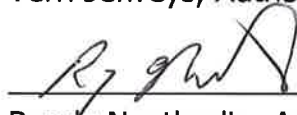
John Campbell, Authority Member



Terri Jeffreys, Authority Member



Rick Johnson, Authority Member



Randy Neatherlin, Authority Member

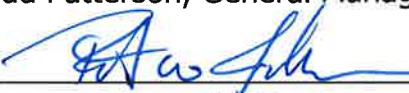
Tim Sheldon, Authority Member

Cheryl Williams, Authority Member


APPROVED AS TO CONTENT:


Brad Patterson, General Manager

APPROVED AS TO FORM:


Robert W. Johnson, Legal Counsel

ATTEST:


Jeri A. Wood, Clerk of the Board

DATE:





Title:	Information Technology Wireless Policy
Number:	701
Effective:	January 1, 2015
Cancels:	N/A
Prepared by:	Brian Jones, IT Support Technician
Approved by:	Authority Board Resolution No. 2014-36

POL-701 INFORMATION TECHNOLOGY WIRELESS NETWORK

This policy establishes and defines the terms, conditions, and rules regarding use of Mason Transit Authority's (MTA) wireless network (WiFi) by employees and the public.

1. Types of WiFi Networks

The Information Technology (IT) Team will design a wireless network infrastructure suitable to meet MTA's business needs. The WiFi infrastructure may include any of the three types of subnetworks: Closed to the public, open to the public, and special purpose.

2. Closed WiFi Networks

Closed to the public WiFi networks are intended for business uses and applications, and only accessible by MTA employees. Only devices approved by the Finance/IT Manager are permitted on closed WiFi networks. While connected to a closed WiFi network, all MTA policies, including the Information Technology Acceptable Use policy, is in effect.

3. Special Purpose WiFi Networks

Special purpose WiFi networks are networks established for a special purpose, such as testing functionality or for special events. Special purpose WiFi networks are limited to activities directly related to their special purpose and restricted by all applicable policies, including the Information Technology Acceptable Use policy.

4. Public WiFi Networks

Public WiFi networks are open to the public for internet access using MTA's IT equipment and internet access. Members of the public accessing MTA's public WiFi will be required to consent to MTA's terms and conditions of use. Public users connect to the public WiFi with their own devices and at their own risk. MTA reserves the right to restrict access to individuals for violations of the terms and conditions of use without notice. MTA reserves the right to disable or turn off public WiFi access at any time for any reason.

WIRELESS NETWORK SERVICE AGREEMENT / TERMS OF USE

Please read this carefully before using our wireless network services. This is an agreement between you and Mason Transit Authority ("MTA", "we", "us", "our") for your use of our wireless local area network communication services ("Wireless Network", "the Service"). By either acknowledging this agreement and/or using/activating the Service, you agree to these terms.

Our Wireless Network is available to your device only when it is in the operating range of our Wireless Network hot spot location(s). The Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. The Service may be interrupted, refused, limited or curtailed.

We are not responsible for data; messages or pages lost, not delivered or misdirected because of interruptions or performance issues with the Service, or the underlying network(s) and transmission equipment and systems. The accuracy and timeliness of data received is not guaranteed. Delays or omissions may occur. Actual network speed will vary based on your device configuration, location, compression, network congestion and other factors.

PROHIBITED USE OF THE SERVICE / COMPLIANCE WITH LAW

Reproduction, retransmission, dissemination or resale of the Service, whether for profit or not, is prohibited without our express, advance, written permission.

You may not share your IP address or ISP internet connection with anyone, access the Service simultaneously through multiple units, or authorize any other individual or entity to use the Service.

You may not use the Service for any purpose that's unlawful, or in any manner that could damage our property or others' property. You may not use the Service in any way that interferes with, harms or disrupts our system or other users. You may not access or attempt to access pornography or obscene materials.

We have the right, but not the obligation, to suspend or terminate your access and use of the Service, and to block or remove (in whole or in part) any communications and materials transmitted through our Service that we believe in our sole discretion may violate applicable law, this Agreement or a third party's rights, or that is otherwise inappropriate or unacceptable.

We also have the right, but not the obligation, to monitor, intercept and disclose any transmissions over or using our facilities, and to provide use records, and related information under certain circumstances, such as response to lawful process, orders, warrants or subpoenas, or to protect our rights, property and users.

CONTENT DISCLAIMER

The internet contains materials that you may find objectionable or offensive. We don't publish or control, and are not responsible or liable for, any third-party information, content, services, products, software or other material that can be accessed through the Service. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability, accuracy, timeliness or delivery of such services, products and other information. You're responsible for paying any charges that you incur from third parties through your use of the Service, and your personal information may be available to third parties that you access through the Service.

PRIVACY AND SECURITY

Wireless systems transmit voice and data communications over a complex network. You acknowledge that the Service is not secure, and you understand that wireless communications can be intercepted by equipment and software designed for that purpose. We reserve the right to monitor wireless communications for compliance with our policies. We are not liable to you or any other party for any lack of privacy you experience while using the Service. By using internet access you agree that you have no privacy rights associated with the use and inappropriate use of the internet may result in the loss of access privileges. Users will not access, download or distribute offensive or illegal material including, but not limited to: pornography; racially or sexually offensive messages; and messages which are intended to harass or may reasonably be regarded as harassment.

DISCLAIMER OF WARRANTIES

Mason Transit Authority is providing the Service on an "as is" and "as available" basis, with no warranties whatsoever. In no event will we be liable for any direct, indirect, incidental, consequential, special, and exemplary or any damages associated with your use of the Service. No advice given by the Mason Transit Authority Staff or our representatives shall create a warranty. You assume all responsibility and risk associated with your use of the Service.