

### Terms and Conditions for Public Internet Access Services, made available by the Municipality of Constância

The access / use of the services of municipal networks of public and free access to the Internet, namely wireless networks (WiFi) and / or equipment made available to the public by the Municipality for Internet access, is subject to the laws and regulations in force, as well as to the following points:

#### - Access Conditions

1. Public access to the Internet made available by the Municipality is free of charge, seeking to make it available in places of greater tourist and popular affluence;
2. The objective is to provide basic and common connectivity to the Internet, in places of greater mobility for the resident and visiting population, seeking also to cover places of public services, activities and public spaces;
3. These accesses to the Internet are intended for simple, punctual and occasional use by users, without any obligations regarding service levels, availability or access conditions;
4. Its use may be limited to consecutive periods of time, speed or other means of access, in order to maintain the usability of the shared network and the use by a varied number of people, with no intention of providing a permanent connection;
5. Certain ports, protocols, services or websites may be blocked or limited, due to security issues or management of network and infrastructure resources;
6. These services do not have the function of providing an Internet connection similar to that of home or business accesses, and for these purposes, individual commercial services should be contracted by users with telecommunications operators, subject to the current telecommunications marketing legislation;
7. In the scope of the legislation, Community and National, of conservation and treatment of data of electronic communications, data of access to the network can be kept under the terms and deadlines defined in the legislation in force, namely the user, MAC Address, place and date;
8. No personal data is collected from users that are not intended to fulfill obligations inherent to the legislation in force, nor are they shared with third parties outside of that scope;
9. Access data, non-individualized or identifying the user, may be collected for statistical purposes, monitoring and infrastructure management, statistical data on issues such as nationality and reason for the visit may be communicated for statistical purposes;
10. Despite the implementation of security measures to guard against various situations, due to the nature of the accesses available, it is not possible to guarantee total security and invulnerability to the intrusion of third parties who can, maliciously, access and/or monitor the connection of the user equipment, who must also take the appropriate individual security precautions when using shared networks;
11. The Municipality cannot be held responsible for the access to malicious applications, viruses or other harmful content, which may eventually be available through these internet connections;
12. The user is responsible for the actions taken in the use of the service and for his equipment, in case of being a minor or non-imputable, he must have authorization and monitoring from his legal guardian in the use of these services.

#### - Activities not allowed:

13. It is expressly forbidden to use the Municipality's networks for any unlawful purpose, namely transferring files with content protected by intellectual rights, or carrying out any activity prohibited by law;
14. Attempts to access unauthorized equipment on the network or other users;
15. Use, disclose, transmit or make available in any way, fraudulent or illegal schemes;
16. Sell, trade, transfer or impersonate the services of the Municipality;
17. Massive emailing (*spam*);

18. Access and use of the network for massive file sharing, such as peer-to-peer (P2P), Torrents and other services that may jeopardize the smooth functioning of the shared network, using intensive downloads and uploads or a high number of sessions established;
19. Invasion of privacy and violation of intellectual property rights;
20. Advertising, transmitting, soliciting, publishing, presenting or making available, obscene or indecent content, defamatory, abusive materials, which encourage violence or incite hateful or ethically objectionable acts;
21. Falsifying the identity of people, companies, websites or masking their origin or authorship;
22. Illegally or unauthorized access to computers, user accounts, equipment, networks belonging to third parties or making attempts to break security measures or interfere with the network or services availability.

### - Service Interruption:

23. Access to these services may be suspended, blocked or terminated at any time and for any reason by the Municipality of Constância, namely for maintenance or equipment repairing, and the Municipality does not have to comply with any deadline for replacing the service;
24. Access to any device may be blocked, temporarily or indefinitely, if it is considered that it has made an abusive use or that could jeopardize the security or performance of the network.

### - Liability and compensation:

25. Constância Municipality is not responsible for direct or indirect damages based on the use of these Services;
26. The user will be liable in relation to any claim, legal repercussions, losses, damages, violation of the rights of third parties, laws and regulations in force, related to the improper use of this Services;
27. Public Internet access services are governed by Portuguese law, and all controversial points or any conflicts must be resolved by the competent forum.

These terms can also be consulted on the Municipality's website at [www.cm-constancia.pt](http://www.cm-constancia.pt), as well as the places where Internet access services are available.