

Defence Counsel Application for Ontario Public Service (OPS) Guest Wi-Fi Account

Date of Application:

First Name:

Last Name:

Law Firm:

Street Address:

Postal Code:

City:

Province:

Business Phone Number:

Business Email Address:

Notes:

1. Wi-Fi accounts can be used at any courthouse in Ontario that has OPS Wi-Fi installed.
2. Wi-Fi accounts that are not used for a period of 6-months will be deactivated and the user must re-apply for an account.
3. Once the application is received, accounts will be created within approximately 72 business hours and the user will be notified of their account credentials via email.

Terms and Conditions:

1. This end-user licence agreement (the "Terms and Conditions") constitutes the legal agreement between the user (You or Your) and the Ministry of the Attorney General ("MAG" or We, Us or Our) relating to the provision by Us to You of a wireless Internet access service (the "Service") to be used by You where the Service is available.
2. **Disclaimer.** You acknowledge and agree that the Service is provided on an AS IS and AS AVAILABLE basis without warranties of any kind (including but not limited to warranties,

conditions, representations, indemnities and guarantees with respect to the operation, capacity, speed, functionality, qualifications, capabilities or security of the Service). You acknowledge that wireless networks are inherently unsecure and that: (i) the Service may not be uninterrupted or error-free; (ii) viruses or other harmful applications may be available through the Service; (iii) unauthorized third parties may access Your computer or files or otherwise monitor Your connection. By connecting to the Service You are doing so at Your own risk. The MAG disclaims all responsibility and liability for any and all claims arising in connection with the Service, including for the availability, timeliness, security or reliability of the Service. Under no circumstance will the MAG and its servants, agents, contractors, and employees be liable for direct, indirect, general, special, or consequential damages arising out of the use of, or inability to use, the Service, including but not limited to damages for personal injury, lost profits, lost savings, lost opportunity or any other incidental damages.

3. **Best Practices.** You acknowledge and agree to adopt best practices for using wireless networks when using the Service and to take several security precautions, including but not limited to: (i) a system firewall on any computer, tablet, mobile telephone, smart phone or other electronic device (Device) which You use to access the Service; (ii) antivirus, anti-malware, and anti-spam software; (iii) taking measures to ensure files and folders are encrypted and secure; (iv) the most recent operating system security patches are installed on the Device. This list is not exhaustive and You should consult a computer security expert for Your specific needs. There is no guarantee that, even after following these practices, a system is safe from intrusion. Any information resident on the Device may be at risk over a wireless network regardless of whether the user has a file open at the time.
4. **Privacy.** If You provide any personal information to us in connection with the Service, we will handle it according to the Government of Ontario's Privacy Statement which you may find by visiting www.ontario.ca/page/privacy-statement, unless stated otherwise. By supplying Your email address You are agreeing to allow us to contact You for purposes in connection with Our delivery of the Service to You.
5. **Indemnity.** You agree to indemnify and hold harmless the MAG and its servants, agents, contractors, and employees against any and all losses, claims, damages, actions, causes of action, costs and expenses that any person may sustain, incur, suffer, or be put to by reason of an act or omission arising out of or related to Your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by You in connection with Your use of the Service, any violation of any third party's rights or any violation of law or regulation, or any breach of this agreement.
6. **Lawful and Permissible Conduct.** You agree that You will not use the Service for any commercial, unlawful, immoral or malicious purpose, including but not limited to: (i) using the Service for activities that harass or invade another's privacy; (ii) engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party; (iii) accessing illegally or without authorization computers, accounts, equipment or networks or attempting to penetrate security measures; (iv) transmitting, storing, publishing or uploading any electronic material which is likely to cause damage or limit the functionality of any telecommunications equipment, computer software or hardware; (v) introducing any code, virus or data which is harmful to the Service or any operating system, including the distribution of information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mailbombing, piracy of software, and other illegal activities; and (vi) sending, receiving, publishing, distributing, transmitting uploading or downloading any material which is offensive, abusive, defamatory, indecent, obscene, or unlawful.

7. **Provision of Service.** We may stop providing the Service to You at any time, without notice and for any reason at the sole discretion of the MAG.
8. **General.** The Terms and Conditions herein constitute the entire agreement between You and the MAG as to the provision of the Service and they (and any dispute or claims arising from them) shall be governed by and construed in accordance with the laws of Ontario with the Ontario courts having exclusive jurisdiction. By using the password and connecting to the Service, You agree to all the Terms and Conditions herein. You further agree not to share your account credentials and password with others. The MAG reserves the right to change the password at any time, and to supplement, remove or modify this agreement at any time and from time to time without prior notice. Any notice to be given by Us to You may be given by email to any email address given by You. Any notice to be given by You to Us may be given by email to the address provided below or by contacting us at the Ministry at the contact information provided below. If any term or condition set out in this agreement is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will continue in full force.
9. **Accessibility.** The Government of Ontario is committed to providing accessible customer service. If you require this form in an alternative format, please contact the email address below or attorneygeneral@ontario.ca and we will respond in a timely manner to ensure your needs are met. For more information about the Ministry's accessible customer service policies and procedures, please refer to the document called Our Commitment to Accessibility (https://www.attorneygeneral.jus.gov.on.ca/english/about/commitment_to_accessibility.php#request) which is located on the Ministry's website (<http://www.attorneygeneral.jus.gov.on.ca/>). Alternatively, you may contact us at:

Tel: 416-326-2220; Toll-free: 1-800-518-7901
TTY 416-326-4012 or 1-877-425-0575

or write to:

Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto, ON, M7A 2S9

Signature of Applicant: _____

PLEASE EMAIL THE COMPLETED FORM TO:

wifi@ontario.ca