



## Terms and Conditions of Use of WIFI Service

By accessing and this using WIFI Internet Service, you agree that you have read, understood, and accepted the Terms and Conditions below which govern your use of the service. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PROCEED WITH USE THIS SERVICE.

1. This WIFI Internet Service is provided by NTT America Solutions, Inc. (f/k/a Dimension Data North America, Inc.) ("NTT" ) in conjunction with its partner NTT America, Inc. ("NTTA"), who provides the internet connectivity element of the service.
2. Your use of this service is subject to the NTTA Acceptable Use Policy which is specified below. This policy is subject to change at any time by NTTA and you agree to comply with the most current version of the policy that is posted at <https://hello.global.ntt/en-us/legal>
3. You agree that this service is provided "as is" and that use of the service is at your own risk.
4. You agree that neither NTT nor NTTA provides any warranty that service will operate in a manner or that its use will be secure. You acknowledge that the service may not be uninterrupted or error-free; that viruses or other harmful applications may be available through the service; and the neither NTT nor NTTA guarantee the security of the service and that unauthorized third parties may access your computer or files or otherwise monitor your connection.
5. You agree that neither NTT nor NTTA will have any liability whatsoever to you or any other party resulting from your use of the service and you waive any right(s) that you may have to make a claim against NTT or NTTA related to such use.
6. The service may only be used for lawful purposes and in a manner which we believe to be consistent with the rights of other users. The service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libelous or defamatory. Illegal acts may subject users to prosecution by local, state, federal, or international authorities. We may bring legal action to enjoin violations of these Terms and Conditions and/or to collect direct and indirect damages, if any, caused by violations, as well as the legal fees.
7. You agree use the service only as permitted by applicable local, state, federal, and international laws. You agree to indemnify NTT and NTTA for any violation by you of these Terms and Conditions or any law that results in any direct or indirect loss to NTT or NTTA or if any third-party brings any claim against NTT or NTTA that resulted from your use of the service. The rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of New York. If any parts of the Terms and Conditions are held by a court of law to be unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect and the unenforceable provisions shall be interpreted as closely as reasonably possible to reflect the original intentions of the parties.

By clicking the ACCEPT button at the bottom of this page, you acknowledge that you understand and agree to these Terms and Conditions.

### Acceptable Use Policy

As a provider of Internet access, web site hosting and other Internet-related services, NTTA offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. NTTA respects



that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, NTTA reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, NTTA has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing NTTA's services. This AUP will be revised from time to time. A customer's use of NTTA's services after changes to the AUP are posted on NTTA's web site, [www.us.ntt.com](http://www.us.ntt.com), will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that NTTA cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because NTTA cannot monitor or censor the Internet, and will not attempt to do so, NTTA cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that NTTA does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over NTTA's network and may reach a large number of people, including both subscribers and nonsubscribers of NTTA, subscribers' postings to the Internet may affect other subscribers and may harm NTTA's goodwill, business reputation, and operations. For these reasons, subscribers violate NTTA policy and the service agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

- **Spamming** - Sending unsolicited, commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward NTTA, but also because it can overload NTTA's network and disrupt service to NTTA subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, NTTA has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
- **Intellectual Property Violations** - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. NTTA is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also NTTA's policy to terminate the privileges of customers who commit repeat violations of copyright laws.
- **Obscene Speech or Materials** - Using NTTA's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. NTTA is

required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through NTTA's network.

- **Defamatory or Abusive Language** - Using NTTA's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.
- **Forging of Headers** - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- **Illegal or Unauthorized Access to Other Computers or Networks** - Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
- **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- **Facilitating a Violation of this AUP** - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- **Export Control Violations** - Exporting encryption software over the Internet or otherwise, to points outside the United States.
- **Usenet Groups** - NTTA reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.
- **Other Illegal Activities** - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
- **Other Activities** - Engaging in activities, whether lawful or unlawful, that NTTA determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. NTTA will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with NTTA policy or applicable law. When NTTA becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

NTTA also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching NTTA's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. NTTA does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. NTTA has the right to directly take action against a customer of a subscriber. Also, NTTA may take action against the NTTA subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, NTTA anticipates that subscribers who offer Internet services will cooperate with NTTA in any corrective or preventive action that NTTA



deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of NTTA policy.

NTTA also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, NTTA urges its subscribers to assume that all of their on-line communications are insecure. NTTA cannot take any responsibility for the security of information transmitted over NTTA's facilities.

NTTA will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. NTTA may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, NTTA may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. NTTA assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, NTTA may disclose subscriber information or information transmitted over its network where necessary to protect NTTA and others from harm, or where such disclosure is necessary to the proper operation of the system.

NTTA expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate NTTA policy. Finally, NTTA wishes to emphasize that in signing the service agreement, subscribers indemnify NTTA for any violation of the service agreement, law, or NTTA policy that results in loss to NTTA or the bringing of any claim against NTTA by any third-party. This means that if NTTA is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against NTTA, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including NTTA and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [abuse@us.ntt.net](mailto:abuse@us.ntt.net). NTTA's dedicated team of professionals will provide award-winning customer support.

**MAC Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_