

COMMERCIAL HOSTED WIFI TERMS AND CONDITIONS

These terms and conditions shall govern your use of EPB's hosted wireless internet service ("the Service").

Customer owned equipment (firewall, routers, switches, etc.) shall be managed and supported solely by customer. Customer is responsible for security, maintenance, DNS, DHCP, Firewall, NAT, etc. for any information or data that is transmitted over the Service. EPB strongly recommends that you do not use the Service to transmit or receive any confidential information or data. EPB does not guarantee the security of the information or data transmitted over the Service and you assume all risk associated with the transmission or receipt of any information or data over the Service. You acknowledge: (1) that the Service may not be uninterrupted or error-free; (2) that your device may be exposed to viruses or other harmful applications through the Service; (3) that EPB does not guarantee the security of the Service and that unauthorized third parties may access your device or files or otherwise monitor your connection; and (4) that EPB's ability to provide the Service at a low cost is based on the limited warranty, disclaimer and limitation of liability specified in these terms and conditions and that providing the Service without such warranty and limitation of liability would require a substantial charge. The Service and any products or services provided on or in connection with the Service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the software and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, prior course of dealing, prior oral or written statements by EPB, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby excluded and disclaimed.

EPB reserves the right at all times to withdraw the Service, change the specifications the manner in which the Service is to be used, to change access codes, usernames, passwords or other security information necessary to access the Service. **You agree and acknowledge that EPB may monitor your activity while you use the Service and may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have**

accessed the Service and the activity associated with that IP address. You further agree EPB is entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have, and are entitled to provide by law, to law enforcement authorities or rights-holders.

EPB may block, suspend or terminate your access to the Service at any time for any reason including, without limitation, violation of these terms and conditions, Commercial Terms and Conditions, the then-current Acceptable Use Policy, or actions that may lead to liability for EPB, disruption of access to other users or networks, and violation of applicable laws or regulations. EPB reserves the right to monitor and collect information while you are using the Service. You agree that EPB may use such information in its sole discretion, including sharing the information with any law enforcement agencies, EPB partners and/or EPB vendors.

You must not use the Service to access, send, or receive any content which: (1) are defamatory, threatening, intimidating or which could be classed as harassment; (2) contain obscene, profane or abusive language or material; (3) contain material which infringe third party's rights (including intellectual property rights); (4) in EPB's reasonable opinion may adversely affect any EPB services or another customers use of EPB services; (5) contain forged or misrepresented content, whether in whole or in part, to mask the originator of the message; (6) are activities that invade another's privacy; (7) are otherwise unlawful or inappropriate; or (8) in any way that would violate EPB's then-current Acceptable Use Policy. You must not use the Service to distribute internet viruses, trojan horses, or any other malware or destructive software. You agree not to download, access, alter or otherwise use any copyrighted material, including without limitation, music, video, pictures, text and other content on the internet, unless the owner of such works has authorized such use by you. You must not use the Service to access without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, without limitation, port scans, stealth scans,

or other information gathering activity. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in the United States or in any country throughout the world. You agree and acknowledge that EPB may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

EPB may revise these terms and conditions at any time. By using the Service, you acknowledge that your use is subject to these terms and conditions, the Commercial Terms and Conditions and the Acceptable Use Policy, and that you had the opportunity to review and have reviewed these terms and conditions in advance.

Under no circumstances will EPB, its suppliers or licensors, or their respective officers, directors, employees, agents, and affiliates be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims connected with your use of the Service, including, without limitation, unauthorized access, damage, or theft of your system or data, loss of goodwill, loss of data, use of or reliance on the Service, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application, or otherwise arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability, tort, or otherwise.

You agree to indemnify and hold harmless EPB and its suppliers, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) 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 a violation of law or regulation, or any violation of these terms and conditions.

IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERETO, DO NOT ACCESS OR USE THE SERVICE.