

## SECURITY WARNING, DISCLAIMER AND ACCEPTABLE USE POLICY

This free service is an open network provided for your convenience, and you (the “User”) may use this service at your own risk. It is available to the general public, and is NOT INHERENTLY SECURE. HSSV (the “Providers”) cannot and do not guarantee the privacy of your data and communication while using this service.

By using this service, you agree to abide by, and require others using this service via your account and/or hardware to abide by the terms of this agreement. Your violation of this agreement may result in the immediate suspension or termination of your access to this service. The Providers reserve the right to suspend or terminate any User’s access to this service at any time at their sole discretion.

There are potentially serious security issues with any computer connected to the Internet without the appropriate protection that can damage the User’s computer. By using the service, you acknowledge and knowingly accept the potentially serious risks of accessing the Internet over an unsecured network. It is recommended that Users take steps to protect their own computer system, such as installing current anti-virus software and maintaining appropriate firewall protection. For further information on how to protect yourself on this open network, consult a security professional. The Providers cannot and will not give or offer any assistance to User in accessing and using this service.

You acknowledge and agree that YOUR USE OF THIS SERVICE IS SOLELY AT YOUR OWN RISK.

### **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THIS SERVICE.**

1. This service provides access to the Internet on an “as is” basis with all the risks inherent in such access. The Providers of the service make no warranty that the service or that any information, software, or other material accessible on the service is free from viruses, Trojan horses, or other harmful components. By connecting, the User acknowledges and accepts the risks associated with public access to the Internet and public use of an **unsecured** wireless network.
2. This service is provided on an “as available” basis without warranties of any kind, either express or implied, that the service will be uninterrupted or error-free, including, but not limited to, vagaries of weather, disruption of service, acts of God, warranties of title, **NOR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. No advice or information given by the Providers, affiliates, or contractors of this service or their respective employees or volunteers shall create such a warranty.
3. This service offers access to numerous third party web pages, services and content available over the Internet. In overwhelming majority of instances, the Providers have no

control over the content of such sites. Accordingly, the Providers of this service are not responsible for the content of any third party web site.

4. Under no circumstances shall the Providers, or affiliates, agents, officers, directors, volunteers, employees, or contractors thereof, be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from User's use of or inability to use the service or to access the Internet or any part thereof, or User's reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. You agree to indemnify and hold harmless the Providers, including affiliates, agents, officers, directors, volunteers, employees, and contractors thereof, from any claim, liability, loss, damage, cost, or expense, including without limitation reasonable attorney's fees, arising out of or related to User's use of this service, any materials downloaded or uploaded through this service, any actions taken by the User in connection with use of this service, any violation of any of any third party's rights or a violation of law or regulation, or any breach of this agreement.

#### 5. Prohibited Uses and Activities.

This agreement prohibits uses and activities involving the service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the service by others. For example, these prohibited uses and activities include, but are not limited to, using the service, either individually or in combination with one another, to

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users.
- Resell or redistribute the service to any third party via any means.

In the event of activity that could be considered deliberately or otherwise abusive or in violation of this agreement, the Providers reserve the right to suspend and/or terminate the service immediately, without advance notice. The Providers reserve the right, at its sole discretion, to make a determination of what constitutes abuse and User agrees that

the Providers determination is final and binding on User. The Providers reserve the right to modify or terminate services at the Providers' sole discretion.

6. This agreement may only be modified or supplemented by the Providers at any time.

7. The User agrees to pay for any attorney fees courts costs or any other expenses incurred as a result of any dispute or litigation resulting from his agreement.

8. All Users agree to binding legal arbitration to settle any legal issues between the User and the Providers.

9. If any specific item or section of this agreement is determined to be not in force all remaining specific items or section shall remain in force.

10. The venue for all litigation related to this agreement shall be: Santa Clara County California.

11. The laws of the State of California govern this agreement.

Agreed: \_\_\_\_\_

Date: \_\_\_\_\_