

## **Commercial Wi-Fi End User Access Terms and Conditions**

These terms and conditions shall govern your use of EPB's wireless internet access ("the Service"), which is provided to you as an End User of EPB's Customer.

Your access to the Service is at EPB's sole discretion. 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 or then-current EPB's Acceptable Use Policy, 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 connected to 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.

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 and that you have reviewed or had the opportunity to review such terms in advance.

EPB reserves the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

**IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERETO, DO NOT ACCESS OR USE 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 content or service 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, custom, 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 overridden, excluded and disclaimed.

You must not use the Service to access Internet Services, or send or receive e-mails, which: (1) are defamatory, threatening, intimidating or which could be classed as harassment; (2) contain obscene, profane or abusive language or material; (3) contain obscene material; (4) contain material which infringe third party's rights (including intellectual property rights); (5) in EPB's reasonable opinion may adversely affect the manner in which EPB carries out its work; (6) are bulk and/or commercial messages; (7) contain forged or misrepresented message headers,

whether in whole or in part, to mask the originator of the message; (8) are activities that invade another's privacy; (9) are otherwise unlawful or inappropriate; or (10) in any way that would violate EPB's then-current Acceptable Use Policy.

You agree not to download, alter, email 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 illegally or 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 distribute Internet Viruses, Trojan Horses, or other destructive software.

EPB strongly recommends that you do not use the service to transmit or receive any confidential information or data. You assume all risk associated with the transmission or receipt of any confidential information or data over the Service.

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.

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.

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 in 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 an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that EPB may assert under this Agreement or by law.

These terms and conditions shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement constitutes the entire agreement between you and EPB with respect to its subject matter and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver or amendment of any provision of these terms will be effective only if in writing and signed by EPB. Any action or proceeding arising from or relating to these terms must be brought exclusively in the courts of Hamilton County, Tennessee.