

"Private Open Access Network"  
Terms of Use Agreement

The *Private Open Access Network* provides basic Internet access to authorized users only, authorized by the entity, Company, Organization, Branded Logo or other defining characteristics listed on the access page of the network, hereafter referred to as the "Hosted Party(s)". Users of the Private Open Access Network must act in accordance with the Terms of Use Agreement ("Agreement"). Your use of this network may be monitored for violations of the Agreement and illegal activity will be prosecuted to the full extent of the law. The Private Open Access Network is not encrypted and has privacy and security risks similar to those of other wireless networks or "hot spots". The use of this network is at your own risk. Users are encouraged to keep their operating system, anti-virus, and other software up to date. All users are required to read and accept the Terms of Use Agreement ("Agreement") for access to the Private Open Access Network. By logging into this network you accept the Agreement and acknowledge you are an authorized employee, guest or vendor of the Hosted Party(s) representing the facility.

Access to the Private Open Access Network is provided to the Hosting party(s) \ for authorized users only. Unauthorized use is prohibited. By accessing or using the Private Open Access Network, you agree, or are deemed to agree, to be bound by, and comply with, the Terms, as defined below, and you represent that you understand and can agree to the Terms. The hosting entity grants permission to guests on their facilities to use the Private Open Access Network as a privilege and may revoke or restrict such access as deemed necessary by its authorized representatives. As a condition of using this network, you agree to and must observe the following:

- 1 Users of Private Open Access Network have no expectation of privacy. Access to, and use of, the Private Open Access Network is done entirely at your own risk.
- 2 All activity on the Private Open Access Network may be monitored for any violations of the Terms of this Agreement.
- 3 Use of the Private Open Access Network must be in accordance with all applicable laws and the Terms. Unauthorized use or misuse of the Private Open Access Network is strictly prohibited. Illegal activity will be reported to law enforcement and prosecuted to the full extent of the law.
- 4 Use of the Private Open Access Network permits the user access to any or all content. We do not represent, warrant, guarantee, or ensure the accuracy, completeness, reliability, or currency of any content. Content filters, site banning, App restriction, service denial, rate limiting and or banning of devices may be instituted as deemed necessary by the Hosted Party(s). By accessing or using the Private Open Access Network, you do not acquire any right or license to the Private Open Access Network or any content displayed, save, downloaded, or printed.
- 5 Use of VPNS's, Random Mac addresses or any other means to mask or disguise a user's traffic or device identity is prohibited, regardless of a user's knowledge of such action. Use of these services or practices may lead to users' access being blocked.
- 6 The wireless access may be used for incidental personal purposes provided such use is not in violation of the law, this Agreement, the policies of the Hosted Party(s), does not interfere with the operation of the network, and does not burden the hosting party with additional costs or network congestion.
- 7 Respect the rights of other users, the integrity of the systems, the related physical resources, and observe all relevant laws and regulations.
- 8 You are responsible for the support of your hardware, software, and configuration. As a Guest Wireless user, you also agree to defend, indemnify, and hold harmless the Hosting party(s), its agencies, officers and employees against any claims, damages or liabilities, including attorney's fees and costs of defense, arising from or related to your use of the Private Open Access Network.

THE PRIVATE OPEN ACCESS NETOWRK IS PROVIDED WITHOUT CHARGE AS A CONVENIENCE TO USERS AND ONLY ON AN "AS AVAILABLE" "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

- 1 You agree that any unattended, inactive, or unreasonably long user session may be terminated at the Hosting party(s) sole discretion. The Hosting party(s) is not responsible for any loss or corruption of your data or information.
- 2 You understand and agree that the Hosting party(s) makes no representations or warranties regarding availability or quality of service. There is no guarantee that a wireless connection can be made or maintained, or that service will be uninterrupted or error-free.
- 3 As a user of, you are solely responsible for the security of your equipment and data. You understand and agree that the Hosting party(s) is not responsible for providing help-desk or other technical assistance or support for your software or equipment. Any incidental assistance you may request, if provided, is without charge or other consideration and is accepted by you at your own risk.
- 4 You agree that this Agreement is the complete and entire memorial of all terms, conditions and representations between you and the Hosting Party(s) regarding the Private Open Access Network you are accessing, and that there are no other or additional terms, representations, warranties or understandings.
- 5 You agree that neither this Agreement or your use of Private Open Access Network creates a contract, partnership, joint venture, employment, or agency relationship between you and the Hosting Party(s). This Agreement and your use of the Private Open Access Network will be governed by the laws of the State of Alaska without regard to its choice of law principles. Except as may be otherwise required by applicable law, you hereby consent and submit that any dispute or legal proceeding arising from or relating to this Agreement or your use of the Private Open Access Network will be subject to the state or federal courts of competent jurisdiction in Anchorage Municipality, Alaska.
6. In no event will the Hosting Party(s), any affiliate of the Hosting Party(s), any Hosting Party(s) personnel, or any director or officer of the Hosting Party(s) or an affiliate be liable, whether based on warranty, contract, tort, negligence, strict liability, any detrimental reliance that you may place on the site or the content, or any other legal theory, for any harm, loss or damages of any nature whatsoever, including, without limitation, direct, indirect, third party, incidental, consequential, special, exemplary, punitive damages, lost profits, lost opportunities or revenues, loss of goodwill, failure to realize expected savings, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities, whether or not the Hosting Party(s) or any Hosting Party(s) personnel is advised of the possibility of such damages, arising out of, attributable to, relating to, or resulting from, the use in any way of, or the inability to make use of, the site or the content or for any inability, failure or mistake related to any security breach or identification of such breach or any loss that results from the transmission of confidential or sensitive information through the site or any action or inaction on the part of the Hosting Party(s), even if the Hosting Party(s) has been advised of the possibility thereof.