

## Wireless Hotspot Terms and Conditions

You can access the Internet through a wireless hotspot operated on behalf of Winneshiek Medical Center (WMC). WMC is a provider of free wireless Internet access and related services and features (the "Service") at certain facilities. The use of the Service shall be governed by the wireless hotspot terms and conditions contained herein ("the Agreement"). You may only use the Service if you expressly agree to be bound by the terms and conditions of this Agreement each time you access the Service. Please read this Agreement carefully before accessing the Service. By accepting the Agreement and accessing the Service, you acknowledge that you are of legal age, you have read and understood, and agree to be bound by this Agreement. In all events, by using this service, you agree to be bound by these Terms and Conditions. If you do not agree to the terms of this Agreement, do not use the Service.

The terms and conditions of this Agreement govern and affect only your use of the free wireless Internet connection and are not intended to and do not affect in any way other transactions you may have with WMC including, without limitation, your health care services and use of the WMC Website.

### **1. Service Access & Availability**

The Service is a free service provided by WMC to patients and their visitors ("Users"). Your access to the Service is completely at the discretion of WMC, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, any violation of this Agreement, actions that may lead to liability for WMC, disruption of access to other Users or networks, and violation of applicable laws or regulations. You must accept this Agreement each time you use the Service and it is your responsibility to review this Agreement for any changes prior to each use. As indicated, WMC reserves the right to change the terms and conditions of the Agreement at any time, without prior notice. Service is only available at designated locations; actual service coverage, speeds and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, lack of signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed.

### **2. Use of Service**

You agree not to use the Service for any purpose that is unlawful or prohibited by this Agreement. You may not use the Service in any manner that could damage WMC 's property or others' property, or interferes with, harms or disrupts WMC 's system or other operators' systems or other users. You will comply with all laws while using the Service and you will not transmit any communication or data that would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You agree to cooperate with WMC in any fraud investigation and to use any fraud prevention measures we prescribe. You agree not to use the Service for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to WMC's business, reputation,

employees, facilities, or to any other person. Improper and prohibited use includes, but is not limited to:

Using the Service to violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, child pornography, obscenity, trade in firearms, spamming, privacy, data transfer, and telecommunications;

Using the Service in a manner which presents a material security risk or will interfere materially with the continued operation of the Service;

Using the Service in any manner that infringes another's copyrights, patents, trademarks, service marks, trade names, trade secrets or other intellectual property rights or rights of publicity, including failing to obtain all required permissions to receive, upload, download, display, distribute, or execute programs or perform other works or derivative works protected by intellectual property laws or removing or altering applicable copyright, trademark, or patent notices;

Using the Service in a tortious manner, including without limitation engaging in libel, defamation, harassment, misappropriation of trade secrets, intentional misrepresentation or fraud, or publication of private information without the permission of the person(s) involved;

Introducing viruses, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, packet bombs, cancelbots or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses, in violation of applicable law;

Using the Service to gain illegal or unauthorized access to other computers or networks with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by us or other generally available third party web browser;

Attempting to intercept, collect or store data about third parties without their knowledge or consent;

Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";

Interfering or attempting to interfere with the access of any User, host or network.

WMC reserves the right to monitor the use of the Service to ensure compliance with this Agreement or applicable law. WMC reserves the right to monitor transmissions and to collect and use personally identifiable information to assist in provisioning of service and to monitor network health and performance and otherwise solve problems associated with the Service. We reserve the right to terminate your service immediately and without advance notice if we, in our sole discretion, become aware of improper or harmful activity, or if WMC believes that you have violated the above restrictions. If we suspect violations of any of the above, we will investigate and, where appropriate, we may (i) institute legal action, (ii) deactivate the Service or your access to the Service without prior notice to you, and/or (iii) cooperate with law enforcement authorities in bringing legal proceedings against violators. By reserving the right to monitor, WMC does not assume any duties or responsibilities to you or to anyone else.

### **3. Limitation of Liability**

WMC shall not be liable, and you hereby waive all claims against WMC, for any damages arising from use of the Service including without limitation, punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of service; lost profits, loss of business, loss of data, loss due to unauthorized access of due to viruses or other harmful components, cost of replacement products and services, the inability to use the Service, the content of any data transmission, communication or message transmitted to or received by your unit, access to the world wide web, the interception of loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transaction entered into through the Service. If you are dissatisfied with the Service, or with this Agreement, your sole and exclusive remedy is to discontinue using the Service. By using the Service you acknowledge that your use of the Service is at your sole risk.

### **4. Content Disclaimer**

WMC does not control, nor is WMC responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. WMC may block information, transmissions or access to certain information, services, products or domains to protect WMC, WMC's network, the public or our users. Therefore, messages and other content may be deleted before delivery. The Internet contains unedited materials, some of which may be offensive to you. WMC is not a publisher of third-party content accessed through the Service, and is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access websites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their privacy and other policies (if any) and not

WMC's. WMC has no responsibility for third party provider policies, or their compliance with them. You are liable for any and all liability that may arise out of the content transmitted by or to you using the Service. You shall assure that your use of the Service and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. WMC reserves the right to terminate or suspend affected Service if WMC determines that such use does not conform with the requirements set forth in this Agreement, or interferes with WMC's ability to provide Service to you or others, or receives notice from anyone that your use may violate any laws or regulations. WMC's actions or inaction under this Section shall not constitute review or approval of your use.

## **5. Warranty Disclaimer**

The Service is provided "as is" without warranties of any kind, either express or implied. You assume all responsibility and risk for use of the Service. Neither WMC nor its officers, directors, employees, agents, dealers, suppliers, parents, subsidiaries or affiliates warrant that the information, products, processes and/or services available through the Service will be uninterrupted, always available, accurate, complete, useful, functional or error free.

## **6. Eligibility**

You must be at least 18 years old to be eligible to use the Service. However, if you are at least 13 years old but not yet 18, you may use the Service if -- and only if --- you have your parents' or guardians' prior permission. No one under age 13 may use the Service under any circumstances. By accepting this Agreement you are representing that you are at least 18 or that you are at least 13 years old and have your parents' or guardians' permission to access the Service.

## **7. Indemnification**

You agree to indemnify, defend and hold harmless WMC , its employees, officers and directors, or any underlying carrier from and against any and all claims, liabilities, penalties, settlements, judgments, costs, fees (including reasonable attorneys' fees) arising from (i) any content that you or anyone using your account may submit, post or transmit; (ii) your use of the Service; (iii) your violation of this Agreement; and (iv) any violation or failure by you to comply with all applicable laws and regulations in connection with the use of the Service.

## **8. Privacy and Security**

Wireless internet connections such as that provided through the Service are not secure. Communications may be intercepted by others and your equipment may be subject to surveillance and/or damage. Since the wireless connection providing you with access uses radio signals, you should have no expectation of privacy whatsoever when using the service. Accordingly, in providing this service, WMC cannot and does not promise any

privacy protection when you use the service. It is your sole responsibility to install and deploy technological tools to protect your communications and equipment that may be compromised by use of a wireless network.

## **9. Termination of Service**

WMC reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion, with or without notice. WMC shall not be liable for any damages, losses, cost or expenses caused by or arising out of termination of the Service, to you or to any other individual.

## **10. Changes to Terms and Conditions**

WMC reserves the right to update or amend these Terms and Conditions at any time. The amended Terms and Conditions shall automatically be effective the day of their updated posting in the wireless hotspot Terms and Conditions. Your continued use of the Service after the effective date of any posted change constitutes your acceptance of the amended Terms and Conditions. For this reason, we encourage you to review these Terms and Conditions whenever you use the Service.

## **11. No Third Party Endorsement or Beneficiaries**

Any names, marks, products or services of third parties, or hypertext links to third party sites or information, do not constitute or imply an endorsement, sponsorship, or recommendation of the third party, information, product or service by WMC. WMC does not endorse nor make any warranties or representations about any website you may access during your use of the WMC wireless hotspot, including the privacy policy of any such website. You need to make your own decisions regarding your interactions or communications with any other website. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

## **12. Copyrights and Trademarks**

The Service and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service are protected by intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of WMC are and shall remain the exclusive property of WMC and nothing in this Agreement shall grant you the right or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided in conjunction with providing the Service, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. Other than private text and e-mail messages, all of the content you see, hear or otherwise experience through the Service, including, for example, all of the page headers, images, illustrations, graphics, and text,

are subject to trademark, service mark, trade dress, copyright, trade secret, patent, and/or other intellectual property rights or licenses held by WMC or by third parties who may own them.

### **13. Severability**

All terms and conditions of this Agreement are independent of each other. If any term or condition is held to be inapplicable or unenforceable then: (a) such term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect, and (b) the Agreement will not fail its essential purpose and the balance of the terms and provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired, in which case WMC reserves the right to terminate this Agreement.

### **14. Dispute Resolution**

I agree that any dispute or claim (including personal injury claims) related to or arising from health care services that I receive from staff at WMC that is not resolved by mutual agreement is subject to the exclusive jurisdiction of the appropriate court in the state where the disputed services were received, and under the law of that state, respectively Iowa. These agreements also apply to my legal representatives and next of kin.anyone claiming on my behalf.

### **15. Entire Agreement**

This Agreement represents the final and entire Agreement between you and WMC regarding the Service. Except as otherwise provided in the Agreement, no prior or subsequent handwritten, typed, or oral change to the Agreement will be valid unless accepted in writing. WMC's failure at any time to require strict performance by you or any other subscribers of any of the provisions herein shall not waive or reduce WMC's right to thereafter require strict compliance with any provisions of the Agreement. Your electronic acceptance of the Agreement shall have the same force and effect as if you had actually signed the Agreement.