

## **BREEZELINE WIFI TERMS OF SERVICE**

### **Welcome to Breezeline WiFi!**

The Breezeline wireless internet service ("WiFi Service" or "Service") is available only to Breezeline subscribers at select locations. Before you use the WiFi Service, you should read and must agree to these Breezeline WiFi Terms of Service (the "WiFi Terms"). By using the WiFi Service, you agree to the WiFi Terms, which form a binding agreement between you and Cogeco US Finance, LLC d/b/a Breezeline on behalf of itself and its affiliates (collectively, "Breezeline", "we", "us" and similar). If you are a Breezeline subscriber, your use of the WiFi Service is also governed by your Breezeline subscriber agreements located at: <http://breezeline.com/support/policies-and-agreements>.

These WiFi Terms only apply to your use of the Breezeline WiFi Service through an access point owned or controlled by Breezeline. If you access the Internet through another Internet service provider, then its terms also apply to your use of that service.

#### **Acceptable Use & Privacy:**

The WiFi Service provides Internet access over a wireless network using standard wireless internet protocols. You can use the service to connect WiFi-compliant devices like a mobile phone, tablet, or laptop computer to the Internet.

You must be a current Breezeline High Speed Internet subscriber to access Breezeline's WiFi Service, except where otherwise applicable. You may only use the WiFi Service for personal conveniences and not for any critical uses. Further, you are prohibited from using this WiFi Service for any and all commercial purposes. If you have profited and engaged in commercial activity through your use of the WiFi Service, then Breezeline will retroactively charge you for a comparable monthly high speed data subscription for the period of such use, not to be less than one (1) month.

When you use the WiFi Service, you agree that you will not:

- undertake or accomplish any unlawful purpose, including without limitation by posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any "pyramid" or other illegal scheme;
- participate in the collection of very large numbers of email addresses, screen names, or

other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Breezeline or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Breezeline or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers, also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- use or run programs that provide network content or any other services, except for personal and non-commercial use;
- service, alter, modify, or tamper with any Breezeline equipment or service or permit any other person who is not authorized by Breezeline to do so;
- use the Service for any purpose other than personal and non-commercial use;
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature;
- impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Breezeline (or Breezeline supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Breezeline (or Breezeline supplier) facilities used to deliver the Service;
- resell the Service, in whole or in part, directly or indirectly;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network,

overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;

- falsify, alter, spoof, or otherwise modify or change any Internet protocol ("IP") or Media Access Control address (sometimes called a MAC address) assigned to or associated with your device to access the WiFi Service; or
- access and use the Service with anything other than a dynamic IP address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure your device to use this Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.

### **Privacy:**

Your use of the WiFi Service is subject to the Customer Privacy Notice located at: <http://breezeline.com/support/policies-and-agreements>

### **Using the Service:**

In order to access and use the WiFi Service, you must: (1) have a wireless-enabled device (compliant with the IEEE 802.11g or n standards, and or any later standard we support) with a web browser or its equivalent; (2) provide all equipment and software necessary to connect to the Service (other than the access point provided by Breezeline); (3) comply with applicable laws and regulations, including but not limited to copyright and intellectual property rights laws, and (4) be at least 18 years of age.

Your wireless internet enabled device must be in close enough proximity to the WiFi Service access points to achieve connectivity with the WiFi Service network. Actual WiFi Service coverage, location, and quality may vary. While Breezeline will use commercially reasonable efforts to provide useful and reliable WiFi Service, you acknowledge that the WiFi Service utilizes public unlicensed radio-frequency spectrum. As a result, the WiFi Service is subject to external interferences, environmental influences, and other factors and variables beyond Breezeline's reasonable control, and may also be interrupted, refused, limited or curtailed for these reasons.

### **Content Disclaimer:**

Breezeline does not control and is not responsible for data, content, services, applications, or products that you use, access, or download through the Breezeline WiFi Service. We may, but are not obliged to, block data transmissions to protect Breezeline, the Breezeline network, or the public.

### **Indemnification:**

You agree to indemnify, defend, and hold harmless Breezeline (including its parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and third party providers, agents, suppliers, distributors, licensors and associated businesses (and their respective officers, employees, agents, affiliates, contractors or representatives)) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach of the WiFi Terms or unauthorized use of the WiFi Service. Your indemnification obligation shall survive your use of the WiFi Service

and the termination of the WiFi Terms. At our expense and election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Breezeline in connection with our defense.

**Disclaimer of Warranties and Liability:**

YOU AGREE THAT YOUR USE OF THE WIFI SERVICE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE WIFI SERVICE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION AND WIFI TECHNOLOGY, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THE WIFI SERVICE OR ANY MATERIAL AVAILABLE THROUGH THE WIFI SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE WIFI SERVICE.

THE WIFI SERVICE IS PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." BREEZELINE AND ITS SUPPLIERS, PROVIDERS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WIFI SERVICE OR THE INFORMATION AVAILABLE THROUGH IT, NOR DO WE OR THEY GUARANTEE THAT THE WIFI SERVICE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WIFI SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNAVAILABILITY OF THE WIFI SERVICE SHALL NOT ENTITLE YOU TO ANY CREDITS.

UNDER NO CIRCUMSTANCES SHALL BREEZELINE (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS OR REPRESENTATIVES) OR ITS THIRD PARTY PROVIDERS, AGENTS, SUPPLIERS, DISTRIBUTORS, LICENSORS AND ASSOCIATED BUSINESSES (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "DISCLAIMING PARTIES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THE WIFI SERVICE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND OTHER TORT ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCLAIMING PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WIFI SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO BREEZELINE FOR THE USE OF THE WIFI

SERVICE.

TO ANY EXTENT THAT THE ABOVE DOES NOT APPLY, YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE WIFI SERVICE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO BREEZELINE FOR THE USE OF THE WIFI SERVICE.

**Changes In the WiFi Terms and the WiFi Service; Termination:**

We may modify or terminate the WiFi Service and the WiFi Terms and any accompanying policies, for any reason, and without notice, without liability to you. Please review the WiFi Terms from time to time so that you will be aware of any changes. We will attempt to notify you at the email address you provided when you signed up that we have an updated WiFi Terms available to you before any changes take effect. You understand and agree that if you use the Breezeline WiFi Service after the date on which the updated WiFi Terms take effect; we will treat your use as acceptance of the updated Terms. Breezeline reserves the right at any time to terminate your use of the WiFi Service if you fail to comply in full with any term of the WiFi Terms, or any other terms, agreements, or policies that apply to this WiFi Service and the use of it.

**Copyright Infringement:**

Breezeline is committed to complying with U.S. copyright and related laws, and requires all users of the Breezeline WiFi Service to comply with these laws. Accordingly, you may not use the Breezeline WiFi Service to store any material or content, or disseminate any material or content, in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law.

If you are the owner of a copyrighted work and believe your rights under U.S. copyright law have been infringed by any material on the WiFi Service, you may take advantage of certain provisions of the Digital Millennium Copyright Act (the "DMCA") by sending Breezeline's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Breezeline's receipt of a satisfactory notice of claimed infringement, Breezeline will respond expeditiously either directly or indirectly (i) to remove the allegedly infringing work(s) accessible through the Breezeline WiFi Service or (ii) to disable access to the work(s). It is Breezeline's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate access to the Breezeline WiFi Service (or any part of those services) for any user who is either found to infringe third-party copyright or other intellectual property rights, including repeat infringers, or who Breezeline, in its sole discretion, believes is infringing these rights. Breezeline may terminate access to the Breezeline WiFi Service at any time with or without notice for any affected customer or user. If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Breezeline. Upon Breezeline's receipt of a counter notification that satisfies the requirements of DMCA, Breezeline will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Breezeline will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Any notification of claimed infringement must be in a form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Breezeline, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material. If a notification of claimed infringement has been filed against you, you can file a counter notification with Breezeline. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

**Miscellaneous:**

The WiFi Terms in this agreement have been made in and shall be construed in accordance with the laws of the state of where you receive the WiFi Service. By using this WiFi Service, you consent to the exclusive jurisdiction of the state and federal courts in such location, in all disputes arising out of or relating to the WiFi Terms agreement or this WiFi Service, subject to the dispute resolution section contained in the subscriber agreement located at: <http://breezeline.com/support/policies-and-agreements>. If any portion of the WiFi Terms agreement is held to be unenforceable, the unenforceable portion shall be severable or construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

You acknowledge and agree that each member of the group of companies of which Breezeline is the parent shall be a third-party beneficiary to the WiFi Terms and that these other companies shall be entitled to directly enforce, and rely upon, any provision of the WiFi Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or entity shall be a third-party beneficiary to the WiFi Terms.

We hope you enjoy using this WiFi Service, and we welcome suggestions for improvements.