

PUBLIC WIFI TERMS OF SERVICE

READ CAREFULLY BEFORE USING WIFI SERVICES

To use Metronet's WiFi service (the "WiFi") you must agree to these Terms of Service. Your use of the WiFi is your acknowledgement that you have read and agreed to these Terms of Service. These Terms of Service form a binding agreement between you and Metronet ("Metronet," "we," "us"). By accepting these Terms of Services, you represent that you are of legal age to agree to these Terms of Service. If you do not agree to these Terms of Service, you should not check the "I agree to Metronet's Terms of Service" box and may not use the WiFi Service.

a. **Free Access for Metronet Internet Customers.** If you are a Metronet customer who subscribes to a qualifying Metronet Internet service, you may access the WiFi free of charge using your Metronet OAM Account Information provided by Metronet. The WiFi you receive free of charge may depend on the Metronet Internet service to which you subscribe.

b. **WiFi Purchase Terms.** If you are not a Metronet customer who qualifies to receive the WiFi as described above, you may purchase WiFi by following the instructions on the WiFi registration page(s). WiFi can be purchased at different speeds and access durations. Prices vary by purchased speed and access duration. In order to purchase WiFi, you must provide all the information requested on the WiFi registration page(s), including a valid credit card number as the payment method for the WiFi you select. You agree to pay all fees charged for the WiFi based upon the WiFi service you select, plus any applicable taxes. Charges will be incurred at the time of purchase. In the event we are unable to charge WiFi fees to the credit card number you have provided, you remain responsible for any such fees and agree to pay by another means acceptable to us. You will not be entitled to receive any refunds or credits for any interruption or failure of the WiFi.

c. **Restrictions and Limitations of Service.** We may restrict the number of devices you may use to connect to the WiFi. We may also automatically disconnect you from the WiFi after periods of inactivity we deem to be reasonable. To access the WiFi, you must be located within the coverage area of an available access point, and you must have a WiFi enabled device that meets the technical specifications for the WiFi service. The WiFi is not available in all areas. In addition, if you are a Metronet customer qualified to access the WiFi at no charge, your Metronet account must be in good standing.

d. **Consent to Collect and Use Data.** To provide the WiFi Service to you, we and our partners and licensors may need to collect data about you, including your name, email address, address, phone number, credit card information, password/access code, the configuration of your WiFi-enabled device and the unique device identifier associated with your device. We also may monitor your usage and collect data relating to your use of the WiFi. You hereby agree and consent to our and our partners' and licensors' collection, use, transmission, processing and maintenance of such data in connection with our provision of the WiFi including for purposes of improving the WiFi Service, contacting you regarding the WiFi Service or other Metronet products or services, and providing customer support and maintenance for the WiFi Service.

e. **Your Responsibilities.** You may not re-sell, transfer, assign or sub-license the Wi-Fi or provide access to the WiFi to anyone else, whether for a fee or otherwise. You agree to take reasonable precautions to prevent others from gaining unauthorized access to your WiFi account. You will be responsible for all activities taking place under your WiFi account. You must (a) provide accurate and complete WiFi sign-in and registration information, (b) provide all equipment (i.e., a WiFi enabled device that meets the technical specifications for the WiFi) to connect to the WiFi, (c) protect the password, username and security information you use to access the WiFi, (d) notify us immediately of any unauthorized use of the WiFi or your WiFi account, and (e) comply with all applicable local, state, federal and international laws and regulations, including copyright and intellectual property rights laws, in your use of the WiFi.

f. **Disclaimer of Warranties.** THE WIFI IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WHATSOEVER INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF SERVICE. WE MAKE NO WARRANTIES THAT THE WIFI SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE, OR THAT THE WIFI WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

THE WIFI SHOULD NOT BE RELIED ON FOR CRITICAL USES. THE WIFI USES RADIO TRANSMISSIONS, SO YOU MAY NOT BE ABLE TO USE THE WIFI SERVICE IF YOUR WIRELESS DEVICE IS NOT WITHIN RANGE OF AN AVAILABLE ACCESS POINT. EVEN WITHIN A COVERAGE AREA, THERE ARE MANY FACTORS THAT MAY IMPACT AVAILABILITY AND QUALITY OF THE WIFI SERVICE, INCLUDING NETWORK CAPACITY, TERRAIN, TREES, PLACEMENT OF BUILDINGS AND THE CHARACTERISTICS OF YOUR WIRELESS DEVICE AND ANY DEVICE TO WHICH IT IS ATTACHED. DATA DELAYS AND OMISSIONS MAY OCCUR.

YOU ACKNOWLEDGE THAT THE TRANSMISSION OF INFORMATION VIA THE INTERNET AND VIA THE WIFI IS NOT SECURE. WE MAKE NO WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE WIFI OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR OTHER DEVICES OR ONLINE WIRELESS COMMUNICATIONS. YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES OR SUBSIDIARIES, NOR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "METRONET PARTIES") WILL HAVE ANY LIABILITY FOR ANY SUCH UNAUTHORIZED ACCESS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WIFI IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR SECURING YOUR EQUIPMENT AND COMMUNICATIONS. WE DO NOT PROVIDE ANY PROTECTION FOR YOUR COMMUNICATIONS. YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WHILE USING THE WIFI. WE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

IN NO EVENT WILL THE METRONET PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE WIFI, OR THE USE OR INABILITY TO USE ANY THIRD PARTY SERVICES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL SPECIAL CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF THE METRONET PARTIES AND WHETHER OR NOT THE METRONET PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL THE METRONET PARTIES LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE BROADBAND SERVICES.

g. **Indemnification.** You agree to defend, indemnify and hold harmless the Metronet Parties, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the WiFi by you or otherwise arising out of your breach of any term of the Terms of Service.

h. **Changes to Terms of Service.** We reserve the right to change the Terms of Service at any time without prior notice to you by amending the online version posted on our website, www.metronetinc.com. Any such changes to the Terms of Service will be effective upon posting of the revised Terms of Service on our website. Your continued use of the WiFi following any change to these Terms of Service constitutes your consent to such change and your agreement to be bound to the Terms of Service as so modified.

i. **Suspension or Termination of Rights.** We may block, suspend, restrict or terminate your access to or use of the WiFi at any time and for any reason (including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Service) and without prior notice to you, and you agree that we will have no liability to you as a result of such blockage, suspension, restriction or termination. We reserve the right to take any steps that we believe are necessary or appropriate to enforce and/or verify your compliance with these Terms of Service. You understand and agree that we reserve the right to restrict any content or services that may otherwise be available through the WiFi or your Internet connection if we determine, in our sole judgment, that (i) such content is illegal; or (ii) our network or business is put at risk by such content.

j. **Electronic Signatures, Notices and Disclosures.** You consent to the use of electronic signatures for all agreements with us and consent to receive any or all notices and disclosures we send to you online or through other electronic means. Your consent may be given by: clicking a box indicating your agreement, acceptance, consent or acknowledgment; activating any of our services; or, using any of our services. If you want a paper copy of any document provided to you online, by email or other electronic means, please contact us at 1-877-407-3224 and a paper copy will be sent to you at no charge. If you no longer wish to sign documents using electronic signatures or receive notices or disclosures electronically, you may send a letter withdrawing your consent at no charge to you to Metronet, Attn: Chief Information Officer, 8837 Bond Street, Overland Park, KS 66214. Your withdrawal will not affect the legal validity or enforceability of the electronic documents, signatures and deliveries prior to the time the withdrawal of your consent is processed. If your email or other address for electronic communications changes, please let us know promptly by contacting 1-877-407-3224. The following hardware and software are required to access and retain the electronic documents: Adobe Acrobat Reader software, version 6.0 or higher, computer running the latest version of Microsoft Internet Explorer or another compatible browser capable of viewing the site in 128 bit encryption.

k. **Jurisdiction and Venue.** Jurisdiction and venue for all disputes will be Evansville, Indiana. You expressly waive the right to request a trial by jury regarding any legal dispute arising from or relating to your use of the WiFi or these Terms of Service. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms of Service or the WiFi must be filed within one (1) year after such claim or cause of action arose or be forever barred.

l. **AUPP.** We have promulgated Acceptable User and Privacy Policy Guidelines ("AUPP") to govern the use of our services, which are hereby incorporated by reference and made a part of these Terms of Service. You agree to read and abide by our AUPP. A copy of the AUPP is available on our web page or, if you call our customer service department, we will mail a copy of the AUPP to you.

m. **Cooperation with Law Enforcement.** If, in our sole and reasonable judgment, we believe you are using any of the WiFi for an illegal purpose, you acknowledge and agree that we may provide information about your usage to proper legal authorities for investigation and prosecution. You also agree that we may forward information about you and your use of the WiFi in response to law enforcement requests, subpoenas, court orders or similar requests when we reasonably determine that the disclosure of such information is appropriate and warranted under the circumstances.

n. **Miscellaneous.** The WiFi and the Terms of Service may not be assigned by you. We may assign these Terms of Service without your consent. If a court or similar body determines that a portion of these Terms of Service is invalid or unenforceable, the remaining portion of these Terms of Service will remain in full force and effect. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with applicable law) so as to reflect the intention of the original. In the Terms of Service, wherever a singular word is used, it shall also include the plural whenever required by the context and vice versa. All headings and captions are for convenience only, and will not be interpreted to have independent meaning or to modify any provision of the Terms of Service. The format, words and phrases used in these Terms of Service shall have the meaning generally understood in the broadband and communications industries. The Terms of Service shall be construed in accordance with its fair meaning and not against the drafting party. The following provisions shall survive the expiration or termination of the WiFi service and these Terms of Service: Sections (f), (g), (j), (k), (m), and (n). The Terms of Service represent the entire understanding between the parties with respect to the WiFi and supersedes all prior agreements and representations whether express or implied, oral or written. If you are a Metronet customer (e.g. IPTV, internet or phone), these Terms of Service are in addition to any agreements, service orders, and/or terms and conditions governing the other services we provide to you (including any usage restrictions, disclaimers and limitations on liability). Such agreements, orders and terms and conditions are hereby incorporated into and made a part of these Terms of Service, and shall apply to your use of the WiFi. The WiFi shall be considered part of Metronet's "Services," "Broadband Services" or "Fiber Services." If any provision of these Terms of Service is inconsistent with the agreements, orders or terms and conditions governing other services provided by us, these Terms of Service will control solely as to your use of the WiFi. You acknowledge that you are not entering into these Terms of Service in reliance on any term, condition, representation or warranty not expressly stated herein.