

# **INTERNET ACCESS TERMS OF SERVICE**

This Terms of Service ("Agreement") contains the terms and conditions that govern your access to and use of the Internet provided by Educational Housing Services, Inc. or its affiliates (collectively "EHS") as part of its/their student housing services, in the form of Wi-Fi ("Services"). This is a legally binding agreement between EHS and you. This Agreement takes effect when you sign the EHS Check-in form upon move in and will remain in full force and effect until you vacate the housing provided by EHS at which Services are provided to you. By signing this Agreement, you represent to us that you are lawfully able to enter into contracts, have read this Agreement carefully and completely, understand it, and agree to be bound by it.

The terms and conditions of this Agreement may be modified and revised from time-to-time with notice provided to you of such modification or revision. Your continued use of the services will constitute your agreement to the agreement as modified or revised.

## **DISCLAIMERS**

The services are provided by EHS on an "as is" and "as available" basis. Services are subject to unavailability, including third party service failures, transmission, equipment or network problems or limitation, interference, signal strength, maintenance and repair, and may be interrupted, refused, limited or curtailed.

No warranties, representation or endorsements, express or implied, are made with respect to the services. Without limiting the foregoing, EHS does not represent or warrant to you that:

- Your use of the services will be uninterrupted, timely, secure, or free from error or malicious code;
- The services will allow access to all third-party sites;
- The services will be provided at any particular speed or allow any particular application or service;
- The results that may be obtained from the use of the services will be accurate or reliable; or
- Defects in the operation or functionality of the services will be corrected.

EHS is not responsible for any third party content or its 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 services. You create, store, send, display, transmit, publish, submit, copy, upload, post, reproduce, distribute, view or disseminate any internet content, information, material or data at your own discretion and risk and you will be solely responsible for any damage to your computer hardware and software, other associated devices, or loss of data while using the services.

You expressly acknowledge that there are certain security, confidentiality, and privacy risks inherent in wireless communications and internet technology, and EHS does not make any assurances or warranties relating to such risks. You acknowledge that EHS is not responsible for messages or pages lost or misdirected due to interruptions or fluctuations in the services.

## **EQUIPMENT OWNERSHIP**

To the extent EHS provides any equipment for your use of the Services (including without limitation, computers in the lounge areas and modems in individuals' rooms where applicable), they are and will remain EHS' property. You agree to use reasonable care while using the equipment and you will not tamper with, damage, remove, or



move the equipment. You will promptly notify EHS of and pay for any damage you cause or any third party causes to the equipment.

You provide permission for EHS' employees, agents, contractors, and representatives to enter your room without prior notice to install, maintain, inspect, repair and remove the equipment.

## **FEES**

EHS does not at this time separately charge for the Services, as the fees for the Services are included in your rent. However, EHS reserves the right to modify its fee structure for the Services upon 30 days' prior notice to you.

## **GENERAL PROVISIONS**

### **Waiver**

No provision of this Agreement may be waived unless signed by EHS in writing. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision.

### **Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law principles. You agree that proper venue in any dispute is the New York or Federal courts located in the kings County New York. You agree to irrevocably submit to the exclusive jurisdiction of the courts of the State of New York in actions that may arise under this Agreement, and waive any improper venue defense.

### **Assignment**

You may not assign this Agreement without EHS' consent. EHS may freely assign this Agreement and it will be binding upon and inure to the benefit of EHS' successors, assigns, and delegates.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless EHS and its directors, officers, employees, representatives and agents from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party arising out of, in connection with or relating to your or a third party's use of the Services, including without limitation, any use of or access to Internet content, information, material or data that you create, store, send, display, transmit, publish, submit, copy, upload, post, reproduce, distribute, view or disseminate while using the Services, and for your breach of any provision of this Agreement.

## **LIMITATION ON LIABILITY**

In no event shall EHS be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from your use of the Services, even if EHS has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, EHS' liability to you for any damages arising from or related to your use of the Services (for any cause whatsoever and regardless of the form of the action), will at all times be limited to Fifty US Dollars (\$50). Keep in mind that you will need to show proof purchase with receipts.

## PROHIBITED USES OF THE SERVICES

The Services may only be used for lawful purposes. You agree to comply with all applicable laws and regulations, and refrain from creating, storing, sending, displaying, transmitting, publishing, submitting, copying, uploading, posting, reproducing, distributing, viewing or disseminating any information, data or material which:

- Violates any local, state, United States law or regulation, including without limitation, laws relating to gambling, spam and obscenity, or applicable international law, tariff, or treaty;
- Constitutes illegal downloading of copyrighted materials and other violations of third party rights;
- Is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, offensive, indecent, obscene, pornographic, libelous, invasive of another's privacy, hateful, inappropriate, harmful to minors or otherwise objectionable, regardless of whether your action is lawful;
- Violates or infringes any intellectual property or proprietary rights of others, including without limitation, copyright, trademark, service mark, trade dress, patent, or other statutory or common law proprietary rights of others;
- Constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;
- Constitutes unsolicited mass e-mail messages (spam) or chain letters, commercial email or the collection of responses from unsolicited messages;
- You do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under a non-disclosure agreement);
- Impersonates any person or entity, or falsely states or otherwise misrepresents your affiliation with a person or entity, and/or forges headers or otherwise manipulates identifiers in order to disguise the origin of any material transmitted through the Services;
- contains any computer virus, or any material designed to interrupt, destroy, or limit the functionality of any computer hardware, software or telecommunications equipment or otherwise impedes others' ability to use the Services;
- Creates an undue burden on the Services, or the Services' networks or computers;
- Damages the name or reputation of EHS;
- Violates the security of a network, service or other system, including without limitation, decrypting encrypted communications, breaching authentication measures, hacking, cracking, scanning ports, conducting denial of service attacks, monitoring network traffic without authorization, or engaging in malicious or destructive behavior in any form;
- Attempts to probe scan or test the vulnerability of a system or network.

To the extent you would like to permit someone else to use your computer to use the Services, you should ensure that that person is aware of the terms and conditions of this Agreement, and agrees to abide by them. If he or she refuses to agree to the terms and conditions herein, you should not permit him or her to use the Services.

## TERMINATION OR SUSPENSION OF THE SERVICES

Uses of the Services in violation of this Agreement are prohibited and will constitute a material breach of the Agreement, which may result in immediate termination or suspension of your ability to use the Services without notice.

In addition, EHS reserves the right to terminate or restrict your use of the Services, without notice to you, for any or no reason whatsoever.

## YOUR OBLIGATIONS

### You agree to:

- Maintain the confidentiality of the EHS username and password provided to you for using the Services, and not share it with anyone who is not authorized by EHS to use the Services;
- Not resell or attempt to resell the Services; and
- Pay for any fees for third party services (for example, music downloads) that you use, and comply with the terms of use applicable to the third party services.