

Wireless Internet Acceptable Use Agreement

- I. ACCEPTANCE OF WIRELESS INTERNET ACCESS ACCEPTABLE USE AGREEMENT BY CLICKING ON "ACCEPT & CONNECT" ON THE WI-FI SYSTEM SIGN-UP PAGE, YOU REPRESENT THAT:(1) YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS AGREEMENT; AND (2) YOU ARE AT LEAST 18 YEARS OF AGE. If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System. Your electronic acceptance of the Agreement by clicking on "Accept & Connect" on the sign-up page has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on this button. For the use of this document, "Provider" refers to Long Island State Veterans Home (LISVH), SUNY (State University of New York), and the State of New York.
- II. DESCRIPTION OF WI-FI SYSTEM / SERVICE AVAILABILITY "Provider" will make available access to the Wi-Fi System at certain covered locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of the Facilities, and may not always be operational. Provider retains sole right to determine enabled locations and operational availability. Provider will provide you with wireless configuration support and connection information on the LISVH Guest Wi-Fi' s Internet page or available in written format at the LISVH Admissions Office and LISVH Adult Day Health Care.
- III. FEE FOR WI-FI SYSTEM The Wi-Fi system at Long Island State Veterans Home is provided at locations selected solely by Provider "free of charge" as a good will service to residents, registrants and the visiting public.
- IV. ACCESS TO THE INTERNET Provider, at its sole discretion, may screen and restrict access to content placed on or accessible through the Internet based on guidelines in Section VI. Provider may, at its sole discretion, screen or restrict communications between parties via the Internet. Despite reasonable efforts by Provider to prevent your exposure to inappropriate content on the Internet, you acknowledge you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that Provider is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System. By reading and accepting these terms and conditions you are agreeing that access to this system is at the sole discretion of Provider and your access may be suspended or terminated at any time for any reason.
- V. YOUR RESPONSIBILITIES You must:(1) Provide all equipment (including computer hardware and software, electronic/networked devices, wireless network cards, etc.) to connect to the Wi-Fi System;(2) Comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws;(3) Agree to be responsible for and to bear all risks and consequences for (a) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (b) all communications that you send or receive via the Wi-Fi System. Provider does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data. (4) Agree to assume all risks including but not limited to risks of damage caused by other wireless users, viruses, hackers, etc., resulting from your use of this system.
- VI. ACCEPTABLE USE POLICY All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to improve the use of the Internet by preventing unacceptable uses. Provider may monitor the use of the Wi-Fi System under normal circumstances. While Provider does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System it may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be objectionable, illegal, may subject Provider to liability or may violate this AUP.

Provider may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System. The following constitute examples of violations of this AUP, which may subject you to legal liability, therefore you promise and agree to not use the Wi-Fi System to: (1) Transmit any material (by uploading, posting, emailing or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, offensive, pornographic, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable; (2) Harm, or attempt to harm, minors in any way; (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System; (4) Transmit (by uploading, posting, emailing or otherwise) any material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (5) Transmit (by uploading, posting, emailing or otherwise) any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (6) Transmit (by uploading, posting, emailing or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; (7) Transmit (by uploading, posting, emailing or otherwise) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service. This includes, but is not limited to denial of service attacks, web page defacement, port and network scanning, and unauthorized system penetrations. (9) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law; (10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; (11) Resell the Wi-Fi System without Provider's authorization; (12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server. Provider requests that anyone who believes that there is a violation of this AUP direct the information to lsvh_helpdesk@listateveteranshome.org. If available, please provide the following information: (1) the IP address used to commit the alleged violation; (2) the date and time of the alleged violation, including the time zone; (3) evidence of the alleged violation; and (4) your contact details including full name, email address and telephone number.

- VII. TERMINATION You agree that Provider may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, Provider will have no liability for termination, and no obligation to you.
- VIII. TERMINATION BY ACCEPTABLE USAGE From time to time, Provider may impose reasonable rules and regulations regarding the use of its services. The rules under this paragraph are not exhaustive and Provider reserves the right to modify these. You agree to abide by these rules. Any violation to these rules may result in the suspension or termination of your service. Any unlisted activity may also be a violation of these rules if it is illegal, irresponsible, or disruptive to the network or mission and/or operations of Provider.

- IX. **NOTICE OF PROBLEMS OR COMPLAINTS** If you experience a problem accessing or using the Wi-Fi System, report the problem by calling the LISVH Information Services Department Help Desk at (631) 444-8633 (or x633 from internal phone) or by sending an E-Mail with details of the problem to lisvh_helpdesk@listateveteranshome.org within seven (7) days of the date on which the problem occurred. Provider provides no guarantee and makes no representation that the Wi-Fi System will be available at all hours due to system maintenance. If you feel that information you have obtained via the Internet is inaccurate or offensive, please contact the original producer of that information.
- X. **MODIFICATIONS** Provider may, at its sole discretion, modify the terms and conditions of this Agreement. Such modifications shall be binding and effective upon posting on the Wi-Fi System 'Internet Access Signup' page. You agree to periodically review the 'Internet Access Signup' page to maintain awareness of any modifications. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications.
- XI. **INDEMNIFICATION** You shall defend, indemnify and hold Provider and its respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against any and all losses, claims, damages, settlements, costs and liabilities, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.
- XII. **DISCLAIMER** The Wi-Fi system is provided on an "as is" and "as available" basis. The provider does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. The provider makes no express warranties and customer waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through the provider or the internet generally. You expressly acknowledge that there are, and you assume all responsibility and all risks, (hidden or otherwise, known or unknown, obvious or latent) related to, the security, privacy and confidentiality risks inherent in wireless communications and technology, and the provider does not make any assurances or warranties relating to such risks. No advice or information given by the provider or its representatives shall create a warranty.
- XIII. **LIMITATION OF LIABILITY** The provider and its employees are not liable for any costs or damages arising, either directly or indirectly, from your use of the Wi-Fi system or the internet, specifically including any indirect, incidental, exemplary, multiple, special, punitive or consequential damages and makes no warranties, express or implied, including without limitations warranties of merchantability or fitness for a particular purpose, accuracy, title, or lack of infringement. Provider assumes no liability from any damage, direct, indirect or consequential from users: (i) connection to the internet, ii) access and dissemination of information, iii) loss of data or equipment due to any cause or iv) commercial transactions participated in by a user while using the services. Provision of internet access does not constitute an endorsement by provider of any content. User is solely responsible to safeguard their equipment and personal belongings at all times and provider assumes no responsibility for lost or stolen personal items of user.
- XIV. **GOVERNING LAW** this agreement shall be governed by the laws of the State of New York. You agree to the admissibility of this agreement and computer records and electronic evidence in any dispute.
- XV. **THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND PROVIDER RELATED TO YOUR USE OF INTERNET ACCESS.**