



## SmartTown Community Wi-Fi Service Acceptable Use Policy (AUP)

### 1. Introduction

Welcome to the SmartTown Community Wi-Fi Service ("Service"). This Acceptable Use Policy ("AUP") is designed to ensure the Service operates smoothly and securely for all users. By accessing or using the Service, you agree to comply with this AUP. Failure to comply with this AUP may result in the suspension or termination of your access to the Service.

### 2. Description of Service

SmartTown is a community Wi-Fi solution using PassPoint 2.0 technology. It utilizes a small portion of the bandwidth and computing capacity on the GigaSpire® or residential gateway (RG) located at our subscribers' premises. This allows for the transmission of traffic for other SmartTown users who are nearby. Traffic for SmartTown participants is securely segregated and invisible to the subscriber's home Wi-Fi traffic, ensuring privacy and security for all parties.

### 3. Access to Community Services

Free wireless internet is provided in this public space for visitors. It is important that you read the following information about LS Networks' service. Your use of LS Networks' service constitutes your agreement to all terms and conditions of use. **Access to the wireless network as a user is subject to the following terms:**

1. **Use at Your Own Risk:** Use of the Wi-Fi service at this public space is entirely at your own risk. By using and accessing this wireless network, you agree that LS Networks shall have no liability for any loss of any kind.
2. **Unsecured Network:** You acknowledge that LS Networks' Wi-Fi network is unsecured, and information sent over the network may be visible to others.
3. **No Obligation:** This public space and LS Networks are under no obligation to provide Wi-Fi service and are not liable if Wi-Fi service is unavailable.
4. **Termination of Service:** This public space and LS Networks may terminate Wi-Fi service without notice and at their sole discretion.
5. **Compatibility:** This public space and LS Networks cannot guarantee that the Wi-Fi network will be compatible with any device or hardware.
6. **Device Responsibility:** This public space and LS Networks are not responsible for your devices or hardware's inability to use or access this Wi-Fi service due to the state of your device or hardware.
7. **No Responsibility for Equipment:** This public space and LS Networks assume no responsibility for user equipment or data when connecting to this wireless network.
8. **Privacy and Security:** This public space and LS Networks cannot be held responsible for the privacy or security of your activities. It is strongly recommended that you use a



personal firewall and take due care when transmitting confidential information such as credit card details over the Internet. By using this access, you agree that this public space and LS Networks shall not be held responsible for any losses resulting from sending confidential information via the Internet.

9. **Device Safety:** This public space and LS Networks assume no responsibility for the safety of your device, configurations, security, or data files resulting from connection to the Wi-Fi service.

#### **User Responsibilities:**

- It is the sole responsibility of the wireless device owner/user to provide antivirus and malware protection and to configure your device settings to ensure appropriate security and control access from other wireless users and the Internet.
- By using this access, you agree that this public space and LS Networks shall have no liability for damages incurred to your device or hardware due to inadequate, incorrect, insufficient, or incomplete security settings or failure to protect your device using appropriate, up-to-date software. Additionally, LS Networks is not responsible for any viruses or spyware downloaded onto your device while using the Wi-Fi service.

#### **Policy Revisions:**

- This public space and LS Networks may revise the Acceptable Use Policy at any time.

#### **4. Acceptable Use**

To maintain the integrity and performance of the Service, users must adhere to the following acceptable use guidelines:

- **Lawful Use:** The Service must be used in accordance with all applicable local, state, national, and international laws and regulations.
- **Prohibited Activities:** Users may not use the Service to engage in any illegal, harmful, or abusive activities, including but not limited to:
  - Distributing malware, viruses, or other harmful software.
  - Engaging in hacking, phishing, or other fraudulent activities.
  - Transmitting or storing illegal content, such as copyrighted material without permission.
  - Participating in activities that infringe on the privacy of others.
  - Conducting or promoting any form of harassment, discrimination, or hate speech.
- **Network Integrity and Security:** Users must not interfere with or disrupt the integrity or performance of the Service, including:
  - Attempting to access, probe, or connect to systems or networks without proper authorization.
  - Introducing any software or hardware that could harm the Service or other users.
  - Using the Service to conduct any form of network monitoring or interception of data not intended for the user.



- **Fair Usage:** Users must use the Service in a manner that does not unduly burden or disrupt the network for other participants. Excessive or unreasonable use of bandwidth or resources may result in limitations on usage or access.

## 5. Privacy and Security

Traffic Segregation: SmartTown participants' traffic is securely segregated from and invisible to the subscriber's home Wi-Fi traffic, ensuring mutual privacy and security.

Data Protection: LS Networks is committed to protecting the privacy and security of user data. We employ industry-standard measures to safeguard your information against unauthorized access, use, or disclosure.

## 5. Enforcement and Penalties

LS Networks reserves the right to monitor compliance with this AUP. Any violations may result in corrective actions, including but not limited to:

- Warning notifications.
- Temporary or permanent suspension of Service access.
- Reporting illegal activities to relevant authorities.

## 6. Changes to this AUP

SmartTown may update this AUP from time to time to reflect changes in the Service or applicable laws and regulations. We encourage users to review this AUP periodically to stay informed of any updates.

## 7. Contact Information

If you have any questions or concerns about this AUP or the SmartTown Community Wi-Fi Service, please contact us at [support email] or [support phone number].

By using the SmartTown Community Wi-Fi Service, you acknowledge that you have read, understood, and agree to comply with this Acceptable Use Policy.

### **DISCLAIMER:**

You acknowledge that:

1. The Service may not be uninterrupted or error-free.
2. Viruses or other harmful applications may be a threat through Service use.
3. LS Networks does not guarantee the security of the Service, and unauthorized third parties may access your computer or files or otherwise monitor your connection.
4. LS Networks and its Hosts' ability to provide the Service without charge is based on the limited warranty, disclaimer, and limitation of liability specified in this Section. It would require a substantial charge if any of these provisions were unenforceable.



The Service and any products or services provided on or in connection with the Service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities, and guarantees with respect to the content or Service, and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods, or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by LS Networks, or otherwise (including, but not limited to, any warranty of satisfactory quality, merchantability, fitness for a particular purpose, title, and non-infringement) are hereby overridden, excluded, and disclaimed.

## **INDEMNITY**

You agree to indemnify and hold harmless LS Networks, its Hosts, and their suppliers, licensors, officers, directors, employees, agents, and affiliates from any claim, liability, loss, damage, cost, or expense (including, without limitation, reasonable attorney's fees) arising out of or related to:

- Your use of the Service
- Any materials downloaded or uploaded through the Service
- Any actions taken by you in connection with your use of the Service
- Any violation of any third party's rights or any violation of law or regulation
- Any breach of this agreement

This Section will not be construed to limit or exclude any other claims or remedies that LS Networks may assert under this Agreement or by law.

## **INTERPRETATION**

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Oregon law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment, or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

LS Networks' performance of this Agreement is subject to existing laws and legal processes, and nothing contained in this Agreement shall waive or impede LS Networks' right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by LS Networks with respect to such use.

This Agreement constitutes the complete and entire statement of all terms, conditions, and representations of the agreement between you and LS Networks with respect to its subject matter and supersedes all prior writings or understandings.