

Host International, Inc. (“HMSHost”) provides wireless Internet access (the “Services”) for guests (“You”) who agree to comply with the terms and conditions of this Acceptable Use Policy (“AUP”).

In order to proceed, you must read and agree to be bound by the terms of this AUP.

You are responsible for appropriate use of the Services and for your actions when connected to the Internet. You must comply with all existing laws (federal and state), including not only those laws and regulations that are specific to computers and networks, but also those that may apply generally to personal conduct.

HMSHost may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services if HMSHost determines, in its sole discretion, that such transmission or use may be unlawful. HMSHost will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

The following acts constitute violations of this AUP.

- Unlawful use. Using the Services to transmit any material (by email, uploading, posting or otherwise) whose transmission violates any federal, state or local law, statute, regulation, rule or ordinance including but not limited to those dealing with libel, slander, defamation of character, obscenity, and intellectual property (including copyright, trademark, patent or trade secret).
- Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- Threats. Using the Services to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” unregistered sales of securities, or securities fraud.
- Forgery or impersonation. Adding, removing or modifying

identifying network, message, or article header information in an effort to deceive or mislead; attempting to impersonate any person by using forged headers or other identifying information.

- Unsolicited commercial email/ Unsolicited bulk email.

Using the Services to transmit any unsolicited commercial email or unsolicited bulk email; engaging in any other activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature; Using deliberately misleading headers in emails sent to multiple parties.

- Unauthorized access. Using the Services to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HMSHost or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.

- Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- Reselling the Services. Reselling the Services without HMSHost's authorization.

- Network disruptions and unfriendly activity. Using the Services for any activity that adversely affects the ability of other people or systems to use either the Services or other parties' Internet-based resources, including without limitation excessive consumption of network or system resources (such excessive consumption to be determined in HMSHost's sole discretion), "denial of service" attacks against another network host or individual user, or any other interference with or disruption of other network users, network services or network equipment.

You agree that you shall defend, indemnify and hold harmless HMSHost from and against any claims, damages, losses or expenses (including attorney fees and costs) incurred in connection with all claims, suits, judgments and settlements for damages arising from your breach of any provision of this AUP.

You agree that HMSHost may, in its discretion, monitor the usage, bandwidth, transmissions and content of the Service periodically to: (1) comply with any necessary laws, regulations or other governmental requests; or (2) operate the Service properly or to protect itself, its network and its users. HMSHost reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP.

Any failure of HMSHost to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, the remaining portions will remain in full force and effect.

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions shall be governed by and construed in accordance with the substantive laws of the state of Delaware, without regard to the principles of conflict of law.

**By clicking the "I accept" button, you are indicating that you have read, understood and agree to be bound by the terms and conditions of the Acceptable Use Policy.**