

# **Sactown Wi-Fi Free WiFi Hotzone Terms of Use**

Last updated August 2004

SACTOWN WI-FI, CUSTOMER AGREEMENT

Read This Customer Agreement Carefully Before Using Our Wireless Internet Services.

The terms and conditions of this Agreement shall govern the relationship between you ("Customer") and Sactown Wi-Fi. Sactown Wi-Fi provides its wireless Internet access services, as they may exist from time to time ("Services"), to Customers who establish a connection to the network. By establishing an account or using any software provided, developed, licensed or owned by Sactown Wi-Fi (the "Software"), you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and any other Sactown Wi-Fi policies posted on our Web site.

## **Coverage Areas**

Access points or enabled venues may not be available in all areas and at all times.

## **Monitoring The Services**

Sactown Wi-Fi has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Sactown Wi-Fi, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Customers.

## **Disclaimer Of Warranties And Limitation Of Liability**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SACTOWN WI-FI, SACTOWN WI-FI DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. SACTOWN WI-FI HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SACTOWN WI-FI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SACTOWN WI-FI MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT

LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH SACTOWN WI-FI OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND SACTOWN WI-FI DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY SACTOWN WI-FI OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. SACTOWN WI-FI AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES, THE LICENSED PROGRAMS OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, SACTOWN WI-FI' CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES AND/OR LICENSED PROGRAMS SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

### **Web Site Usage**

Our Web site on the World Wide Web at the domain "<www.sactown.com>" or any other site operated by Sactown Wi-Fi is a complimentary information service offered by Sactown Wi-Fi at no charge to Customers. We may provide links on the Web site to other Web sites that are not under our control. These links are provided for convenience only and are not intended as an endorsement by Sactown Wi-Fi of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

Your posting of material on the Web site or providing material to Sactown Wi-Fi to use on the Web site will be deemed to be a grant by you to Sactown Wi-Fi of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

### **Acceptable Use Policy**

All Customer of the Services and users of this Web site and/or the Software agree to and must comply with this Acceptable Use Policy (AUP). This AUP is intended to improve the use of the Internet by preventing unacceptable uses. We do not actively monitor the use of the Services under normal circumstances. Similarly we do not exercise editorial control or review over the content of any Web site, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, we may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Sactown Wi-Fi to liability or may

violate this AUP. Sactown Wi-Fi 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 either access to the Services and/or Sactown Wi-Fi account or other actions as detailed below.

The following constitute examples of violations of this AUP. You agree to not use the Services to:

(i) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

(ii) harm, or attempt to harm, minors in any way;

(iii) 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 Services;

(iv) transmit any material (by uploading, posting, email or otherwise) 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 nondisclosure agreements);

(v) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(vi) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(vii) transmit any material (by uploading, posting, email or otherwise) 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;

(viii) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

(ix) 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;

(x) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities

exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(xi) "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;

(xii) resell the Services without Sactown Wi-Fi's authorization;

Sactown Wi-Fi requests that anyone who believes that there is a violation of this AUP direct the information to: [service@sactown.com](mailto:service@sactown.com). If available, please provide the following information: (i) the IP address used to commit the alleged violation; (ii) the date and time of the alleged violation, including the time zone; and (iii) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

Sactown Wi-Fi may take any one or more of the following actions, or other actions not listed, at Sactown Wi-Fi' sole discretion in response to complaints: (i) issue warnings: written or verbal; (ii) suspend the Customer's access; or (iii) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

#### Term Of Agreement

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services.

#### Legal Notices

All content included on this Web site, including, but not limited to, text, graphics, logos, buttons, icons, images and software, is the property of Sactown Wi-Fi or its licensors or partners and is protected by U.S. and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of this Web site without the express written permission of Sactown Wi-Fi is strictly prohibited.

Sactown Wi-Fi is committed to complying with U.S. copyright law and expects all of our Customers to do the same. The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512(c)(3) ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. If you believe that any material contained on this Web site infringes your copyright, you should notify Sactown Wi-Fi of your copyright infringement claim in accordance with the following procedure.

Sactown Wi-Fi will process all notices of alleged infringement and will take appropriate action as required by the DMCA and other applicable intellectual property laws. The

DMCA requires that notifications of claimed copyright infringement should be sent to Sactown Wi-Fi's designated agent. To receive information about the designated agent and mailing address, send an email to [service@sactown.com](mailto:service@sactown.com).

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): (i) Physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) Identification of the copyrighted work claimed to have been infringed; (iii) Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Sactown Wi-Fi to locate the material; (iv) Contact information of the complaining party; (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Termination**

Without prior notice, Sactown Wi-Fi may terminate this Agreement or your use of the Services, for any reason, including, without limitation, if Sactown Wi-Fi, in its sole discretion, believes you have violated this Agreement or any of the applicable Customer policies.

## **Jurisdiction**

Under California Civil Code Section 1789.3, Customers who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 916.445.1254.

This Agreement is governed by California law without regard to conflict of law provisions. The federal and state courts located in Sacramento, California alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Sacramento, California with respect to such matters or otherwise between you and Sactown Wi-Fi, and waive your rights to removal or consent to removal.

## **Miscellaneous**

This Agreement and the Privacy Policy, and Sactown Wi-Fi's any other Customer policies posted on Sactown Wi-Fi's Web site constitute the entire agreement between you and Sactown Wi-Fi with respect to your use of the Services. Sactown Wi-Fi may revise, amend, or modify this Agreement and any other Customer policies and agreements, at any time and in any manner.