



# YMCA OF SILICON VALLEY Wireless Internet User Agreement

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## TERMS OF SERVICE AND ACCEPTABLE USE

BY CLICKING ON "LOGIN" ON THE YMCA OF SILICON VALLEY WI-FI NETWORK'S PORTAL PAGE OR BY JOINING THE "GUEST" WIRELESS NETWORK, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS OF SERVICE:

### ACCESS TO THE SERVICE

Wi-Fi Service at YMCA of Silicon Valley (the "YMCA") locations is a complementary Service for members, program participants and other YMCA guests and is completely at the discretion of YMCA of Silicon Valley.

By your use of the Service, you acknowledge that:

- The Service may not be uninterrupted or error-free;
- The YMCA has made reasonable protection efforts; however, it is a public network and the YMCA does not guarantee the security of the Service and unauthorized third parties may access your computer or files or otherwise monitor your connection;
- The Service is provided "as is" and on an "as available" basis, without warranties of any kind, whatsoever, and you assume all risk associated with your activities conducted online through the Service, as well as all liability and damages incurred by yourself, YMCA of Silicon Valley, or a third party that arise or result from your online activities through the Service, whether known or unknown at the time of use;
- Access to the Service may be denied, blocked, suspended, or terminated by YMCA of Silicon Valley at any time for any reason including, but not limited to, violation of these Terms of Service, actions that may lead to liability for YMCA of Silicon Valley, disruption of access to other guests or networks, and violation of applicable local, state, and, or federal laws or regulations.
- Use of the Service shall not be construed as creating a partnership, joint venture, agency relationship or franchise agreement between the YMCA and any user of the Service.
- These Terms of Service shall be governed, interpreted and construed according to the laws of the State of California;
- Service and resources are limited and shared by many clients, and in an effort to avoid performance problems and manage expenses, users may be prohibited from initiating activities that consume an unreasonable amount of those resources, e.g. downloading software, streaming movies and/or television shows; and,
- The YMCA may automatically collect certain information, such as address and device type, in order to provide improved services.

### ACCEPTABLE USE OF THE SERVICE

Activities conducted online through the Service shall not violate any applicable law or regulation or the policies and rights of the YMCA of Silicon Valley or any third party. YMCA of Silicon Valley will cooperate fully with law enforcement upon receipt of notice that use of the Service is in violation of applicable law. If you are unsure whether your use of the Service and activities conducted online may violate these Terms of Service, you are advised to cease the activity immediately.

Examples of prohibited activities include, but are not limited to:

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| 1. Spamming and Invasion of Privacy   | 8. Facilitating a Violation of this Agreement of Use      |
| 2. Intellectual Property Right Violations   | 9. Resale of the Service                                  |
| 3. Obscene or Indecent Speech or Materials  | 10. Harassment  |
| 4. Defamatory or Abusive Language   | 11. Export Control Violations                             |
| 5. Forging of Headers   | 12. Violation of YMCA of Silicon Valley's Code of Conduct |
| 6. Hacking, Scans, or other subversive Information Gathering Activity               | 13. Other Illegal Activities                              |
| 7. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities |   |

### INDEMNITY

You agree to indemnify and hold harmless the YMCA, its Hosts and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost or expense (including without limitation reasonable attorneys' fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Services, any actions taken by you in connection with your use of the Services, any violation of any third party's rights or a violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies the YMCA may assert under this Agreement or by law.

### MODIFICATION OF THESE TERMS OF SERVICE

The YMCA of Silicon Valley shall have the right at any time, and in its sole respective discretion, to change the Terms of Use, its terms of service, or require new terms, and to change or impose conditions on, or discontinue, any aspect or feature of the Site. Such changes shall be effective immediately upon posting of such addition, change, or deletion. You acknowledge and agree that it is your responsibility to review these Terms of Use from time to time and to be aware of any such changes.

### ENTIRE AGREEMENT

This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and the YMCA with respect to its subject matter and supersedes all prior writings and understandings. In the event of a conflict between these terms and any other agreement governing access to WiFi service, then this Agreement shall prevail.