

### **Acceptance of Terms Through Use:**

By connecting to this wireless access point (herein referred to as "WAP"), you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). If you do not agree to these Terms of Use, please do not use this "WAP" connection. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms of Use periodically for changes. Your continued use of this "WAP" following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

### **Agreement To "WAP" Rules Of User Conduct:**

You agree to abide by TheVillages.net's "WAP" Rules of User Conduct, including but not limited to, agreeing not to use this "WAP" for any unlawful purpose. A copy of the "WAP" Rules of Conduct, which you should review, can be found under the "WAP Rules of User Conduct" section.

## **TheVillages.net Wireless Access Point "WAP" Terms of Use**

### **Disclaimer Of Warranties:**

ALL CONNECTIONS AVAILABLE THROUGH THIS "WAP" ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONNECTION IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TheVillages.net, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE "WAP" IS RELIABLE; THAT THIS "WAP" WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR PROBLEMS WILL BE CORRECTED; OR THAT THIS "WAP" IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS "WAP" SOLELY AT YOUR RISK.

### **Limitation Of Liability:**

UNDER NO CIRCUMSTANCES SHALL TheVillages.net, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, INABILITY TO USE, THIS "WAP" OR FOR ANY OTHER MATTER RELATED TO TheVillages.net. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TheVillages.net HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### **Indemnification:**

Upon a request by TheVillages.net, you agree to defend, indemnify, and hold harmless TheVillages.net and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this "WAP". TheVillages.net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with TheVillages.net in asserting any available defenses.

### **Choice Of Law And Forum:**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this "WAP" shall be filed only in the state or federal courts located in the State of Florida, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### **Severability And Integration:**

Unless otherwise specified herein, this agreement constitutes the entire agreement between you

and TheVillages.net with respect to this "WAP" and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and TheVillages.net with respect to this "WAP". If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **Using TheVillages.net as a Wireless Access Point "WAP" for connecting to the Internet:**

From time-to-time, TheVillages.net may choose to provide Internet access via wireless communications in pre-determined geographic areas or in and around specific building structures. Due to the nature of wireless communications, TheVillages.net makes no guarantees or warranties on the quality or accessibility of said "WAP". However, in those locations identified to be supplied with TheVillages.net "WAP" services, TheVillages.net will at all times make its' best effort to insure these services are operational and accessible to all authorized individuals. Please refer to list of source locations and authorized users at the end of this document.

You understand that TheVillages.net provides no assistance, including any technical or customer support, in the use of or connection to the "WAP", and that your use of or connection to the "WAP" is at your own risk. The "WAP" is provided "AS IS" and "AS AVAILABLE" and no warranties are provided. SPECIFICALLY, THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

TheVillages.net is in no way liable for any claims arising from your use of the "WAP". As a condition of your use, you agree to indemnify TheVillages.net for all claims relating to your downloading, use, reproduction of, and/or receipt or distribution of content through, the "WAP". TheVillages.net reserves the right, in its sole discretion and at any time, to modify or discontinue the "WAP"; limit, terminate or suspend your use of the "WAP"; assess charges for the use of the "WAP" in the future; and/or make changes to this Registration Agreement.

### **Termination:**

TheVillages.net reserves the right, in its sole discretion, to terminate your access to all or part of this "WAP", with or without notice.

### **"WAP" Rules of User Conduct**

By connecting to this "WAP" you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that: is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), uses vulgar language in the creation of a Screen Name (AIM) or otherwise violates TheVillages.net's rules or policies or these "WAP" Rules of User Conduct; victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "Spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling; contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or impersonates any person or entity, including any employee or representative of TheVillages.net.

You also agree that you will not harvest or collect information about other users connected to

