

Carolinas HealthCare System Guest Wireless Access

Acceptable Use Policy and General Terms of Service

Carolinas HealthCare System's Guest Wireless Access offers patients, visitors and vendors access to the Internet via wireless connectivity, hereafter referred to as the "Service". Carolinas HealthCare System respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Carolinas HealthCare System reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Carolinas HealthCare System has developed an Acceptable Use Policy ("AUP") that is intended as a guide to the user's rights and obligations when utilizing Carolina HealthCare System's services. This AUP will be revised from time to time. A visitor's use of Carolinas HealthCare System services after changes to the AUP will constitute the user's acceptance of any new or additional terms of the AUP that result from those changes. Carolinas HealthCare System also employs limited content filtering on the Service in order to prevent access to certain material deemed inappropriate or offensive.

Access to Carolinas HealthCare System Guest Wireless Services - You must provide and are responsible for all equipment necessary to access the Service. There will be no support provided by Carolinas HealthCare System in the event of a client having trouble connecting to the Service. Carolinas HealthCare System will provide a Frequently Asked Questions (FAQ's) document explaining how to access the Service and some standard troubleshooting measures for client's experiencing difficulties.

Performance - You understand that Carolinas HealthCare System neither owns or controls other networks outside of the Service, nor is Carolinas HealthCare System responsible for performance (or nonperformance) within such networks or within non-Carolinas HealthCare System operated interconnection points between the Service and other networks.

Indemnity - You agree to indemnify and hold Carolinas HealthCare System, its subsidiaries, affiliates, commissioners, officers, employees, volunteers, agents, co-branders or other partners, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information you submit, post, transmit or make available through our services, your use of the services, your connection to the services, your violation of this Agreement, or your violation of any rights of another.

No Resale - You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Modifications To Service - Carolinas HealthCare System reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Carolinas HealthCare System shall not be liable to you or to any third party for any modification, suspension or discontinuance of our service.

Termination - You agree that Carolinas HealthCare System, in its sole discretion, may terminate your use of the Service, and remove and discard any content within the Service, for any reason whatsoever. Carolinas HealthCare System may in its sole discretion and at any time discontinue providing the Services, or any part thereof, without notice. You agree that any termination of your access to the Services under any provision of this Agreement may be affected without prior notice. Further, you agree that Carolinas HealthCare System shall not be liable to you or any third-party for any termination of your access to the Service.

Links - The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Carolinas HealthCare System has no control over such sites and resources accordingly, you acknowledge and agree that Carolinas HealthCare System is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any information, content, advertising, products or other materials on or available from

such sites or resources. You further acknowledge and agree that Carolinas HealthCare System shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information, goods or services available on or through any such site or resource.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CAROLINAS HEALTHCARE SYSTEM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. CAROLINAS HEALTHCARE SYSTEM MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAROLINAS HEALTHCARE SYSTEM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CAROLINAS HEALTHCARE SYSTEM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CAROLINAS HEALTHCARE SYSTEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY CAUSE WHATSOEVER WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER CAUSE.

General Information - This Agreement constitutes the entire agreement between you and Carolinas HealthCare System and governs your use of the Service, superceding any prior agreements between you and Carolinas HealthCare System. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Agreement and the relationship between you and Carolinas HealthCare System shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Mecklenburg, North Carolina. The failure of Carolinas HealthCare System to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other

provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accuracy and Responsibility for Information Content, and Prohibited Conduct - One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When users obtain information from Carolinas HealthCare System or through the Internet, they must keep in mind that Carolinas HealthCare System cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that users may acquire. For this reason, the user must exercise his or her best judgment in relying on information obtained from the Internet. Because Carolinas HealthCare System cannot monitor or censor the Internet, Carolinas HealthCare System cannot accept any responsibility for injury to its users that results from inaccurate, unsuitable, offensive, or illegal Internet communications. Client's who use the Service may affect other users and may harm Carolinas HealthCare's goodwill, business reputation, and operations. For these reasons, users violate Carolinas HealthCare System policy and the service agreement when they engage in the following prohibited activities:

- **Misuse of Carolinas HealthCare System supplied Information** - Using Carolinas HealthCare System provided information, content or data for other than personal use is prohibited unless a separate syndication or re-distribution agreement has been executed by the user and Carolinas HealthCare System. Any information provided by Carolinas HealthCare System remains the property of Carolinas HealthCare System or the copyright holder. "Spidering," web crawling, address harvesting or other techniques of bulk data extraction are expressly prohibited. Modification, alteration or tampering with information provided by Carolinas HealthCare System or its affiliates is forbidden without prior written permission. Simply stated, you may use the Carolinas HealthCare System site only as long as you do not misappropriate the information you receive from it.
- **Intellectual Property Violations** - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Carolinas HealthCare System may be required by law to remove or block access to the content of others upon receipt of a proper notice of copyright infringement. It is also Carolinas HealthCare System's policy to terminate the privileges of users who commit repeat violations of copyright laws.
- **Illegal or Unauthorized Access to Other Computers or Networks** - Accessing illegally or without authorization computers, accounts, or networks belonging to Carolinas HealthCare System or another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
- **Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities** - Creating or distributing Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the web site or any connected network, system, service, or equipment.
- **Facilitating a Violation of this AUP** - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding,

mailbombing, denial of service attacks, and piracy of software.

- **Other Illegal Activities** - Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, scams, fraudulently charging credit cards, and pirating software.
- **Other Activities** - Engaging in activities, whether lawful or unlawful, that Carolinas HealthCare System determines to be harmful to its users, operations, reputation, goodwill, or customer relations. As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the user. Carolinas HealthCare System will not, as an ordinary practice, monitor the communications of its users to ensure that they comply with Carolinas HealthCare System policy or applicable law. When Carolinas HealthCare System becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Carolinas HealthCare System is also concerned with the privacy of wireless, on-line communications and web sites. In general, wireless access to the Internet is no less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Carolinas HealthCare System urges its users to assume that all of their on-line communications are insecure. Carolinas HealthCare System cannot take any responsibility for the security of information transmitted over Carolinas HealthCare System's facilities. Carolinas HealthCare System will not intentionally monitor private electronic mail messages sent or received by its users unless required to do so by law, governmental authority, or when public safety is at stake. Carolinas HealthCare System may, however, monitor its service electronically to determine that its facilities are operating satisfactorily.

By accessing or using the Service, you agree to the terms of this AUP and Terms of Service. If you do not agree to accept and comply with the AUP and Terms of Service, do not access or use the Service.