

## BENDBROADBAND WI-FI TERMS OF USE

Bend Cable Communications, LLC (“BendBroadband”) is pleased to provide its BendBroadband Wi-Fi service to you in accordance with these Terms of Use (“Terms”), which incorporate and include the BendBroadband Subscriber Privacy Policy, the BendBroadband High-Speed Internet Terms of Service, the BendBroadband High-Speed Internet Product Acceptable Use Policy, and all other terms set forth in the BendBroadband Subscriber Agreements, which may be changed from time to time.

Your use of BendBroadband Wi-Fi is your acknowledgment that you have read and agreed to these Terms as a legally binding agreement. If you do not agree to or if you violate these Terms, you may not use or activate BendBroadband Wi-Fi service.

### ACCESS TO AND USE OF BENDBROADBAND WI-FI FOR BENDBROADBAND INTERNET SUBSCRIBERS

You understand that BendBroadband Wi-Fi is a feature of BendBroadband’s Internet service and that you must be a current subscriber to BendBroadband’s Internet service in order to use BendBroadband Wi-Fi on a complimentary basis. You also understand the Wi-Fi service, for current BendBroadband Internet service customers, is complimentary and is intended for occasional usage only as a convenience. BendBroadband reserves the right to terminate complimentary access to the service in the event of extraordinary usage, including but not limited to monthly utilization over 2GB or unusual frequency of logins.

In order to access BendBroadband Wi-Fi, you must provide your BendBroadband ID (e-mail address), password and certain other information that may be requested from time to time. You acknowledge and agree that you will be responsible for all activities during any session using BendBroadband Wi-Fi under your BendBroadband ID. You may not provide any third party with your BendBroadband ID for the purpose of accessing BendBroadband Wi-Fi. You may use BendBroadband Wi-Fi solely for your own lawful personal purposes. You may not in any way distribute, resell or otherwise provide third parties with access to or use of BendBroadband Wi-Fi. Providing third parties with your login credentials will result in termination of your Wi-Fi privileges.

### ACCESS TO AND USE OF BENDBROADBAND WI-FI FOR BENDBROADBAND NON-INTERNET SUBSCRIBERS

You understand that the subscription comes with a daily, multi-day, or monthly fee that is defined at the store front and at BendBroadband.com. Credit card is the only accepted form of payment. Providing a valid credit card will activate the account and thereby authorizes us to charge that credit card for the amount of the term you selected to purchase. You understand that each of the BendBroadband Subscriber Privacy Policy, the BendBroadband High-Speed Internet Terms of Service, and the BendBroadband High-Speed Internet Product Acceptable Use Policy apply to your use of BendBroadband WiFi as part of these Terms even if you do not subscribe to BendBroadband High-Speed Internet Services.

## PERFORMANCE AND USE OF BENDBROADBAND WI-FI

You, and not BendBroadband, are responsible for assuring that you have appropriate equipment to utilize BendBroadband Wi-Fi. In order to use BendBroadband Wi-Fi, you must have a Wi-Fi-capable device that (a) meets U.S. and other applicable technical standards; (b) is compatible with BendBroadband Wi-Fi; (c) renders web pages in a standard HTML browser application; (d) runs the IP protocol; and (e) is configured to obtain IP addresses automatically. The Wi-Fi device must be in close enough proximity to BendBroadband Wi-Fi wireless access points to achieve connectivity with the BendBroadband Wi-Fi network. BendBroadband Wi-Fi access location lists/maps may be updated from time-to-time. Actual BendBroadband Wi-Fi coverage, locations and quality may vary and is not guaranteed. You acknowledge that you are solely responsible for backing up all computer files by copying them to another storage medium. You may not use BendBroadband Wi-Fi for any unlawful or abusive purpose or in any manner that damages BendBroadband's property or interferes with or disrupts its network or other users or subscribers.

You acknowledge that BendBroadband Wi-Fi utilizes public, unlicensed radio-frequency spectrum. As such, BendBroadband Wi-Fi is subject to external interferences, environmental influences, and other factors and variables beyond our reasonable control. Performance and availability may vary, including but not limited to or affected by, (a) transmission and download speed and accuracy; (b) network congestion; (c) performance, configuration, and functionality of your Wi-Fi devices and wireless cards (including, but not limited to memory, storage and other limitations; (d) physical obstructions and distances between your Wi-Fi device and the BendBroadband Wi-Fi network; (e) availability of electric power; (f) transmission and equipment limitations, failures, maintenance or repair; and (h) user error. BendBroadband Wi-Fi may also be interrupted, refused, limited or curtailed for these or other reasons. We are not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your Wi-Fi device or BendBroadband Wi-Fi will operate. Actual network speed and other performance will vary.

In order to maintain acceptable levels of service for all BendBroadband Wi-Fi customers and to improve this service, we reserve the right to monitor use of BendBroadband Wi-Fi and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all BendBroadband Wi-Fi customers.

## SERVICE SUBJECT TO INTERCEPTION AND UNAUTHORIZED USE; LIMITATIONS OF LIABILITY AND DISCLAIMER OF WARRANTIES

You acknowledge that communications over the BendBroadband Wi-Fi network may be subject to interception by unauthorized third parties due to the Wi-Fi communication protocol. BendBroadband Wi-Fi is provided on an AS IS and AS AVAILABLE basis, with all faults, and we cannot and do not make any general, specific or implied warranties regarding the security, availability, performance or other functionality of BendBroadband Wi-Fi, including but not limited to any warranty that the service will be without failure, delay, interruption, error, degradation of quality or loss of content, data or information, or that any information, software, or other material accessible on the service are free from viruses, worms, trojan horses, or other

code that manifests contaminating, interfering or destructive properties. BendBroadband specifically disclaims any and all express or implied warranties as to any services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or title or non-infringement of third party rights.

BendBroadband's liability for damages arising out of the furnishing of these services, including for any service failure, shall be limited to the amount paid by you for use of the Service for the period of service giving rise to such damages. In no event will BendBroadband be liable for any consequential, indirect, incidental, reliance, exemplary, special or punitive damages including loss of use, profits, revenue or goodwill with respect to any claims regarding the services to be provided hereunder. Notwithstanding any other term in this Agreement, BendBroadband will not be liable for any unavailability of service, failure to send or receive information, or loss of data or damage to hardware, software, or files.

You are responsible for implementing your own security protections while using BendBroadband Wi-Fi. In the event you become aware of any unauthorized use of BendBroadband Wi-Fi or any other security breach (including but not limited to third-party use of your BendBroadband ID and password), you agree to immediately notify us. BendBroadband expressly disclaims any responsibility or liability for your use of BendBroadband Wi-Fi and for any lack of security that may result from your use of BendBroadband Wi-Fi. You agree to hold BendBroadband harmless for the loss of any file, data or other information while using the Service, and for any unauthorized access to or utilization by any third party of any of your personal, financial, or other sensitive information.

BendBroadband reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that we consider to be illegal or violations of these Terms. We may, but are not obligated to, in our sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information that we consider to be actual or potential violations of the restrictions set forth in these Terms or any other activities that may subject BendBroadband or its customers to liability.

#### CHANGES TO BENDBROADBAND WI-FI AND THESE TERMS OF USE

You agree that BendBroadband may for any reason, and without notice to you, modify or terminate BendBroadband Wi-Fi and these Terms of Use without liability to you, any user or any third party.

We urge you to review these Terms of Use periodically so that you will be aware of any modifications.