



NORTHEAST POWER COORDINATING COUNCIL, INC.
1040 AVE. OF THE AMERICAS, NEW YORK, NY 10018 (212) 840-1070 FAX (212) 302-2782

NPCC, Inc. Public Internet Access Terms of Service Policy

You are about to access the Internet through a wired and/or wireless Internet access node (the "Service") operated by Northeast Power Coordinating Council, Inc. The purpose of the Service is to provide free public Internet access to visitors of NPCC, Inc. This agreement applies from when we accept your request for Service. Please read the terms carefully before activating Service with us. You may use the Service only if you agree to the following terms of service each time you access the Service.

Terms of Service (TOS)

By using and/or activating Service with us and/or clicking the accept button on the login/registration page you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the Service.

Access to Public Internet

The Public Internet Service is a free service provided by NPCC, Inc. Your access to the Service is completely at the discretion of NPCC, Inc., and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for NPCC, Inc., disruption of access to other Users or networks, or violation of applicable laws or regulations. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. This is an open network - No network communication is 100% secure.

Please remember: NO network communication should be considered private or protected. Media and material stored in NPCC, Inc.'s network environment are subject to disclosure. NPCC, Inc. reserves the right to reduce throughput or access as required.

Acceptable Use of the Service

Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of NPCC, Inc., or any third party. NPCC, Inc. cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications. You will assume all responsibility of your acts and that you will fully hold harmless, indemnify, and defend NPCC, Inc. from any claims, liability, damages, actions, suits, settlements, judgements, or costs that result from your conduct/actions in using the Service.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that NPCC, Inc. does not guarantee the security of the Service and that (iv) unauthorized third parties may access your computer or files or otherwise monitor your connection.

The Service and any products or services provided on or in connection with the service are provided on an as is, as available basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality,



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NPCC, Inc. Public Wireless Terms of Service Policy (continued)

qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by NPCC, Inc., or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed. Some jurisdictions do not allow the exclusion of certain warranties, in which case, liability in such jurisdictions shall be limited to the extent permitted by law.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL NPCC INC., ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT NPCC, INC. OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR VOLUNTEERS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

THE USE OF THE SERVICE FOR THE FOLLOWING ACTIVITIES IS PROHIBITED:

Spamming and Invasion of Privacy of Others, Violating Intellectual Property Law, Transmitting Obscene or Indecent Speech or Materials, Transmitting Defamatory or Abusive Language, Hacking or Distribution of Internet Viruses, Worms, Trojan Horses, Malware or Other Destructive Activities.