



## **FREE WIRELESS INTERNET SERVICE - TERMS OF USE**

This is a legal agreement (the "Agreement") between you (the "Customer") and DC Access, LLC, a Limited Liability Corporation organized and existing under the laws of the District of Columbia (hereinafter "DC Access"), governing your access to and use of this Wireless High-Speed Internet Service (the "Service") provided by DC Access. Additionally, DC Access's Acceptable Use Policy ("AUP") applies to you if you use DC Access wireless Internet access services. **ONLY CURRENT CUSTOMERS OF DC ACCESS MAY USE THIS SERVICE.**

BY CLICKING YOUR ACCEPTANCE OR BY ACCESSING OR USING THIS SERVICE, YOU REPRESENT THAT YOU ARE CURRENTLY A CUSTOMER OF DC ACCESS AND ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. If you are not a current Customer of DC Access and/or you do not agree to this Agreement, you may not use or access this Service.

For purposes of your using this Service, DC Access will presume, and by using this Service you do warrant, that either you have legal capacity to enter into this Agreement, being of sufficient age and mental capacity or are otherwise entitled to be legally bound in contract, or that your parent(s) or legal guardian(s) have consented to your use of this Service and accept this Agreement on your behalf. You are agreeing to this Agreement in consideration of your use and access to this Service and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, for the benefit of DC Access and all of its affiliates. "Site" means the location where you are accessing this Service.

### **I. Consent to Monitoring**

DC ACCESS RESERVES THE RIGHT TO, AND YOU ACKNOWLEDGE AND CONSENT THAT DC ACCESS MAY, BUT IS NOT REQUIRED TO, MONITOR YOUR COMMUNICATIONS AND ACTIVITIES VIA THIS SERVICE, INCLUDING THEIR CONTENT, DURING TRANSMISSION AND IN CONNECTION WITH USE OF THIS SERVICE, AND MAY DISCLOSE ANY SUCH INFORMATION FOR PURPOSES OF ENSURING YOUR COMPLIANCE WITH THIS AGREEMENT, APPLICABLE LAW, COOPERATING WITH LEGAL AUTHORITIES, AND OTHERWISE PROTECTING DC ACCESS'S RIGHTS, PROPERTY AND INTERESTS.



## II. Authorized Use of Service

You agree that you are authorized to use this Service solely while you are a Customer of this Site, subject to the terms and conditions of this Agreement. You agree that you are fully responsible for your activities while using this Service, including for any content, information and other materials you access or transmit via this Service, and that you shall bear all risks regarding use of this Service. You agree not to use this Service to engage in any prohibited conduct, including, but not limited to, any conduct that is unlawful, infringing, tortious or that is harmful or puts at risk the interests of DC Access or any other party or property; that violates another party's intellectual property, privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of any service, system or other property.

By way of illustration and not limitation, prohibited conduct includes using this Service to:

- (1) intercept, divert or otherwise interfere with any communication;
- (2) violate the security or integrity of, or gain unauthorized access to, this Service or any other service, system or communication;
- (3) impose an unreasonable or disproportionately large load on any systems or infrastructure;
- (4) send "spam", chain letters, or other unsolicited communications to any party;
- (5) create a "mail drop" for such communications, or engage or permit e-mail relay services (e.g., "open mail relay");
- (6) "spoof" or otherwise impersonate any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any communication;
- (7) commit fraud;
- (8) harass, or threaten any party, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence;
- (9) disseminate viruses, Trojan horses, or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or personal information;



- (10) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable;
- (11) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- (12) send or receive material containing defamatory, false, or libelous material;
- (13) send or receive any material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity;
- (14) send or receive any material that you do not have a right to make available under law or contractual or fiduciary relationships;
- (15) engage in conduct that would expose DC Access or its service providers to civil or criminal liability; or
- (16) assist others in engaging in prohibited conduct.

This list is not intended to be exhaustive. DC Access requires that you be a good Internet citizen when using this Service.

### **III. Indemnification**

You agree to indemnify, defend, and hold harmless DC Access, its subsidiaries, agents, distributors, service providers and affiliates, and their respective officers, directors, shareholders and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service. DC Access reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with DC Access in asserting any available defenses.

### **IV. Consequences of Unauthorized Use**

Without limiting any other available right or remedy, DC Access reserves the right to, and you agree that DC Access shall have the right, to:

- (1) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of this Service and to otherwise



protect its interests (e.g., removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and

- (2) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service.

You agree that you will be liable to DC Access for any damages incurred or amounts that are required to be paid by DC Access that arise out of or are related to your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys' fees and costs of enforcement.

## **V. Customer Responsibility for Security and Privacy**

Although privacy and security are important to DC Access, you understand and agree that you shall have no expectation of privacy or security in your use of this Service. There are privacy and security risks associated with wireless communications and the Internet, generally. You acknowledge that DC Access makes no assurance that your communications or activities will be or will remain private or secure, and agree that DC Access assumes no responsibility in that regard. You agree that you, and not DC Access, are solely responsible for your own privacy and security in using this Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software and systems.

## **VI. Disclaimer of Warranty**

YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS PROVIDED SOLELY AS A CONVENIENCE TO DC ACCESS CUSTOMERS, "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". YOU FURTHER ACKNOWLEDGE AND AGREE THAT DC ACCESS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES:

- (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; OR
- (2) THAT ACCESS TO OR USE OF THIS SERVICE OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SECURE, OR THAT PROBLEMS WILL BE CORRECTED, EVEN IF DC ACCESS IS ON NOTICE OF SUCH PROBLEMS.



YOU AGREE THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT; NO ADVICE OR INFORMATION GIVEN BY DC ACCESS OR ITS EMPLOYEES SHALL CREATE ANY WARRANTY. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES, YOU AGREE THAT THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE EXTENT ALLOWED BY APPLICABLE LAW.

The Internet contains a variety of materials and information that may be offensive to you. You agree that you assume full responsibility and risk for your use of this Service and the Internet, and that you are solely responsible for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. DC Access may, but need not, provide screening of certain materials. Software products that enable screening of particular materials and information are commercially available and widely advertised in public media, including on the Internet.

## **VII. Limitation of DC Access's Liability**

YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS PROVIDED AS A CUSTOMER PRIVILEGE SOLELY FOR YOUR CONVENIENCE AND DOES NOT IMPOSE LIABILITY OF ANY KIND OR IN ANY AMOUNT ON DC ACCESS, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER SIMILAR DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THIS SERVICE; EVEN IF DC ACCESS IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

YOU FURTHER AGREE THAT IF FOR ANY REASON ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED TO BE UNENFORCEABLE, THEN THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF DC ACCESS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THIS SERVICE, SHALL NOT EXCEED YOUR DIRECT DAMAGES, IF ANY, UP TO FIFTY DOLLARS (\$50).

YOU AGREE THAT THE LIMITATIONS IN THIS SECTION SHALL BE DEEMED TO APPLY TO ALL CAUSES OF ACTION AND ALL LEGAL THEORIES, WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM:

- (1) BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORTS, OR



(2) ANY OTHER CAUSE OF ACTION, HOWEVER STATED.

### **VIII. Termination of Service; Updates to this Agreement**

You agree that DC Access may, at any time and for any reason, change, terminate, limit or suspend this Service, in whole or in part, or your access to this Service. Upon any termination, your rights to use this Service will immediately cease. DC Access also reserves the right to update or revise this Agreement at any time without prior notice, and you agree that DC Access may do so. Your continued use of this Service following an update to this Agreement signifies your acceptance of its revised terms.

### **IX. Miscellaneous**

This Agreement sets out all of the terms agreed between the Subscriber and DC Access in relation to the subjects covered within. DC Access may revise, amend, or modify this Agreement and any other policy at any time and in any manner without notice by posting the revised version on the DC Access Website. The revised version will be effective on the date that it is posted. You agree that this Agreement constitutes the entire agreement between you and DC Access regarding its subject matter, and it supersedes any prior or contemporaneous agreements between you and DC Access regarding its subject matter. You agree that any notices given by you to DC Access must be given by email at info@dcaccess.net or postal mail to DC Access, LLC's Registered Agent: Martha L. Huizenga, 118 Kentucky Avenue, SE, Washington, DC 20003.

You agree that this Agreement and your use of this Service shall be governed by the laws of the District of Columbia, without regard to conflicts of laws principles, and DC Access shall have at all times the right to seek any injunctive or equitable relief available to it under applicable laws. You agree that the exclusive jurisdiction for all controversies or claims shall be the federal and state courts in the District of Columbia, and you agree that such courts will have personal jurisdiction over you in such matters. This Agreement does not create, and you and DC Access expressly disclaim, any third-party beneficiary relationships. Further, you agree that any action you bring that arises from or relates to this Service must be initiated within one year from the relevant date of your access to this Service, and that no cause of action may be brought after that time. You agree that if any provision(s) of this Agreement is determined to be invalid or unenforceable under applicable law, such provision(s) will be deemed superseded by a valid, enforceable



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provision that most closely serves the intent of the original provision and the remainder of this Agreement will continue to have legal effect.