

This WiFi network access service (the “Service”) is provided by Monterey Peninsula Airport District (the “Provider”). As a user of this Service (“You”), You must read and agree to the following terms of service and acceptable use policy (the “Agreement”). Do not use the Service if you are not in full agreement.

You represent that You are of legal age to agree to and be bound by this Agreement.

The Provider reserves the right to change this Agreement at any time. You are responsible for reviewing this Agreement each time You use the Service.

**No Warranties.**

The service is provided “as is”. There are no warranties of any kind. The Provider and its suppliers expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement, security, reliability, timeliness, and performance of the Service.

**No Availability Guarantee.**

Availability of the Service is completely at the discretion of the Provider. It may be blocked, suspended or terminated by the Provider at any time for any reason or for no reason. The Provider does not guarantee any connection speeds. The Provider does not guarantee access to resources on the network, including the Internet. The Provider is not responsible for loss of data due to delays, interruptions or any other feature of the Service.

**At Your Own Risk.**

By using the Service, you may be accessing the Internet which is a public communications network. You assume full responsibility and risk for accessing the Internet through the Service. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all information, products and services, and the quality and merchantability of all merchandise on the Internet accessed through the Service.

**Acceptable Use.**

Activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the Provider, or any third party. Provider will fully cooperate with law enforcement upon receipt of notice that Your use of the Service is in violation of applicable law or regulation. Examples of prohibited activities and materials include, but are not limited to:

- Generating spam (sending unsolicited emails)
- Invasion of privacy (collect, store or process, or attempt to collect, store or process, personal data about third parties without their knowledge or consent)
- Harming, or threatening to harm others (“stalk” or otherwise harass, threaten, or violate the rights of others)
- Violation of Intellectual Property Rights (IPR)
- Obscene or indecent speech or materials
- Defamatory or abusive language, materials or behavior
- Misrepresenting your identity or forging headers
- Hacking, scans, or other subversive information gathering or disruptive activity
- Distribution of computer viruses, Trojan Horses, or other destructive activities
- Export control violations

- Harassment, abuse, or criminal or fraudulent activities
- Facilitating a violation of this Agreement
- Resale of the Service or using it to host a server to offer your own service
- Transmitting any material (by uploading, posting, email or otherwise) that you do not have a right to make available (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- Negatively affect other users' ability to use the Service

**Content Filtering.**

The Provider may or may not monitor or review the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. Should the Provider become aware of content or activity that in its sole discretion, may be illegal, inappropriate, may subject Provider or its suppliers or vendors to liability or is in violation of this Agreement, the Provider may remove, block, filter, or restrict by any means such content or activity.

**Limitation of Liability.**

To the maximum extent permitted by applicable law, Provider and its suppliers shall not be liable to you or any other party for any direct, indirect, incidental, special, consequential, exemplary or reliance damages arising out of or related to this Agreement or the Service, under any legal theory, including but not limited to lost profits, lost data, business interruption, personal injury, loss of privacy, negligence, and for any other pecuniary or other loss whatsoever, even if Provider or its Suppliers know of or should have known of the possibility of such damages.

**Indemnity.**

If a third party makes a claim against the Provider or its suppliers arising out of your use of the Service or your breach of this Agreement, you shall: (a) pay all costs to defend the Provider and its Suppliers; (b) pay any damages assessed against the Provider and its Suppliers in a final judgment by a court of competent jurisdiction or any settlement that you agreed upon with such third party; and (c) hold harmless and indemnify the Provider and its Suppliers from all losses, damages (actual and consequential), litigation costs and attorney fees, of every kind and nature arising from such claims. If you fail to meet your obligations under this section, the Provider or its Suppliers shall have full authority and control of the defense and/or settlement of any such claim at your expense.

**Severability.**

If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

**Entire Agreement.**

This Agreement constitutes the entire agreement between you and the Provider with respect to its subject matter and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

**Waivers and Amendments.**

Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by the Provider.