

Public Wireless Internet Access

St. Elizabeth's Hospital is proud to offer free wireless internet access for its patients and visitors. For your convenience, connectivity is available [throughout St. Elizabeth's Hospital, including patient rooms and visitor waiting areas.] St. Elizabeth's Hospital asks that you be courteous to other patients and visitors when using your device and keep the volume muted or use headphones.

Acceptable Use Policy & Disclaimer

Acceptable Use. By using the free wireless internet service ("**Service**") and connecting to this network, you are agreeing that you will not use this Service to violate any applicable law or regulation. The Service is intended to allow you to access the internet in order to use, amongst other things, the worldwide web, e-mail, messaging services and chatrooms. St. Elizabeth's Hospital, its subsidiaries, affiliates, owner(s), and its representatives ("**Hospital**") may terminate your use of the Service at any time without notice if it becomes aware of any behavior that has a negative impact on Hospital's equipment or network or the use by other users of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation or standing.

Hardware. Hospital does not guarantee that your hardware will work with the Hospital's wireless connection. If you have problems accessing the Internet over the Wi-Fi connection, Hospital staff cannot assist in making changes to the user's network settings or perform any troubleshooting on your device. You should refer to owner's manual for your device or other support services offered by your device manufacturer.

Service Provided "AS AVAILABLE". The Service is provided on an "as available" basis without warranties of any kind, either express or implied, that the Service will be uninterrupted, timely, secure or error-free and warranties of title, non-infringement, and the WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND DENIED. No advice or information given by Hospital, Service providers, affiliates, or contractors of the Service or their respective employees shall create any warranty.

Service Provided "AS IS". By using the Service, you assume all risks associated with the use of this Service, including but not limited to, any risk to your computer, software or data of being damaged by any virus, software, or any other file which might be transmitted or activated due to use of the Service. By connecting, the user acknowledges and accepts the risks associated with public access to the Internet and public use of an unsecured wireless network and waives and releases all claims of any kind or nature against Hospital and the Service provider.

Disclosure of Data. You should be aware that Hospital may be required by law to disclose data related to the use of this Service. In order to comply with such laws, any and all network traffic may be captured, monitored and stored at the discretion of Hospital.

Liability / Indemnity. Under no circumstances shall Hospital, the service providers and their affiliates, agents, or contractors be liable to you in contract, tort or otherwise arising in connection with your use or misuse of this Service. Hospital, the service providers and their affiliates, agents, or contractors shall not be liable for any direct, indirect, incidental, special, punitive or consequential or other damages that arise or result in any way from the use, misuse or inability to use, the Service or to access the Internet or any part thereof, or user's reliance on, or use of, information, services or merchandise provided on or through the Service, or that result

from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any defect in or failure of performance. In support of the foregoing indemnification, and not as a limitation thereof, you agree to indemnify and hold harmless Hospital, the Service providers, including their affiliates, agents, and contractors, of, from, and against any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising from or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or a violation of law or regulation, or any breach of this agreement.

PLEASE BE AWARE THAT YOU ARE CONNECTING TO AN UNSECURED NETWORK. THE WIRELESS NETWORK IS CONFIGURED FOR OPEN ACCESS. INFORMATION SENT OVER THIS NETWORK MAY BE VISIBLE TO OTHERS.