

Cablelynx Broadband Free Community Wi-Fi Terms of Use

Powered by SmartTown

These Terms of Use (the “Terms”) govern your access to and use of the Free Community Wi-Fi provided by WEHCO Video, Inc. doing business as Cablelynx Broadband (“Cablelynx Broadband”).

Acceptance of Terms:

When you click to accept these Terms, or when you access and use Cablelynx Broadband’s Free Community Wi-Fi, including the PassPoint Profile Application (“SmartTown Wi-Fi”), you agree that you have read, understand, and accept all of the Terms, and agree to be legally bound by them for the benefit of Cablelynx Broadband. If you do not agree to the Terms or if you do not understand or accept these Terms, then you must immediately discontinue access to or use of the SmartTown Wi-Fi.

Ability to Accept Terms:

You warrant and represent that you have the legal authority to accept these Terms on behalf of yourself and all persons and legal entities that you represent, sufficient to cause all such persons and entities to be legally bound to these Terms. You also warrant and represent that you have the legal authority to accept these Terms on behalf of the owner of the device you are using to access the SmartTown Wi-Fi, in the event you are not the device owner. By clicking to accept the Terms or by accessing or using the SmartTown Wi-Fi, you signify your agreement, and the agreement of all persons or legal entities you represent including the owner of the device (if applicable), without limitation or qualification, to be bound by these Terms. You further warrant and promise that you have the legal capacity to enter into this agreement and these Terms or, if not, that your parent(s) or legal guardian(s) have consented to your use of the SmartTown Wi-Fi and accept these Terms on your behalf. If you do not agree with each provision of these Terms, or you are not authorized to agree to and accept these Terms, you may not use the SmartTown Wi-Fi. In these Terms, references to “you” and “your” include you, your legal guardian or parent (if applicable), and any persons or entities that you represent, inclusive of the device owner (if applicable).

Use of SmartTown Wi-Fi:

You are fully responsible for your activities while using the SmartTown Wi-Fi, including any content, information or other materials you access or transmit via the SmartTown Wi-Fi, and you bear all risks associated with use of the SmartTown Wi-Fi. You agree not to use, or to assist any other person or entity to use, SmartTown Wi-Fi for any unlawful, harmful, or unauthorized purpose, including, but not limited to, accessing or transmitting material that is illegal, infringing, threatening, abusive, defamatory, obscene, or otherwise objectionable. You agree not to use the SmartTown Wi-Fi to engage in any prohibited conduct, or to assist any other person or entity in engaging in prohibited conduct, including conduct that:

- Is unlawful or barred by these Terms or other applicable contractual agreements;
- Is infringing, such as downloading copyright protected material, video, audio or other without the owner’s permission;

- Is tortious, meaning intentionally harmful to an individual or entity or that negligently or knowingly puts an individual or entity at risk of harm;
- Would reasonably harm or otherwise adversely impact the security of the SmartTown Wi-Fi or any user's device or information system;
- Invades the privacy of any individual;
- A reasonable individual would or should know would violate another party's intellectual property rights, privacy rights or other legal rights; or
- Interferes with the operation, use, or enjoyment of the SmartTown Wi-Fi, or any other services, systems, products, or property.

Security Notice:

While Cablelynx Broadband implements reasonable security measures, we cannot guarantee the security of data transmitted over the SmartTown Wi-Fi. By using the SmartTown Wi-Fi, you accept the inherent security risks associated with public wireless communications. You agree to take appropriate steps to help protect yourself and your device, and to ensure the security of the SmartTown Wi-Fi for others, including but not limited to:

- Installing and using up-to-date malware and virus protection on the device you use to access or use the SmartTown Wi-Fi;
- Avoiding communications and websites that convey malware, such as phishing emails;
- Installing the most recent security patches made available by your device and/or operating system provider;
- If you were required to use login credentials to access the SmartTown Wi-Fi, maintaining these credentials confidentially, including refraining from sharing them with anyone or maintaining them in an insecure fashion, such as by displaying them in a place that is visible to others;
- Notifying Cablelynx Broadband immediately if you believe that your login credentials were compromised; and
- Notifying Cablelynx Broadband immediately of any security issue you may detect with respect to the SmartTown Wi-Fi.

You are solely responsible for any loss, liability or damages resulting from your failure to adhere to the above-listed or other reasonable security precautions. You acknowledge that Cablelynx Broadband makes no assurance or guaranty regarding the privacy or security of information, including about you or the device you use to access the SmartTown Wi-Fi, or the content or communications you engage in, access, send, receive, or use while accessing the SmartTown Wi-Fi. We cannot and do not guaranty or represent that any such information will be or will remain private or secure, and you agree that Cablelynx Broadband assumes only the limited responsibility described herein for your privacy or security, and that of the device you use to access the SmartTown Wi-Fi.

Privacy:

We understand that privacy is important to you and others using the SmartTown Wi-Fi. Accordingly, we want you to know that, when you access or use the SmartTown Wi-Fi, Cablelynx Broadband will receive information that may identify you or the device you are using. That information may include MAC address, IP address, and unique device identifier such as a name or number assigned to the device. If you were required to login in order to access or use the SmartTown Wi-Fi, then registration information we obtain from you may include your name, phone number and email address.

We also will receive the real-time location of your device while it is accessing the SmartTown Wi-Fi.

We will use this information to provide the SmartTown Wi-Fi, to troubleshoot or otherwise address issues related to the SmartTown Wi-Fi, to provide reasonable security protections, and for general administrative and compliance purposes. We will share that information with others in the following circumstances:

- With service providers, who use information to perform services on our behalf;
- When reasonably requested or required by law enforcement authorities or other government officials;
- When otherwise required by law or in response to legal process;
- When we believe disclosure is appropriate to prevent physical harm or financial loss;
- When reasonably necessary to investigate or otherwise respond to suspected or actual illegal activity or a violation of these Terms;
- As needed to protect the vital interests of an individual; and
- In the event we sell or transfer all or a portion of our business or assets.

Access and Usage Limits:

Cablelynx Broadband reserves the right to restrict or terminate your access to SmartTown Wi-Fi at any time without notice, for any reason, including, but not limited to, excessive bandwidth usage, violation of these Terms, or disruptive behavior.

NO WARRANTY:

SMARTTOWN WI-FI IS PROVIDED "AS IS" AND "AS AVAILABLE." CABLELYNX BROADBAND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO GUARANTEES REGARDING THE AVAILABILITY, SPEED, RANGE, OR PERFORMANCE OF THE SMARTTOWN WI-FI.

LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, CABLELYNX BROADBAND IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE (OR INABILITY TO USE) SMARTTOWN WI-FI, INCLUDING BUT NOT LIMITED TO DATA LOSS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR PERSONAL INJURY.

Device Requirements and Coverage:

To use SmartTown Wi-Fi, you must have a Wi-Fi-capable device that:

- Meets applicable technical standards.
- Runs an IP protocol and renders standard HTML.
- Connects automatically to network addresses.

Actual coverage, speed, and performance will vary depending on:

- Distance from access points.
- Device configuration and capabilities.
- Environmental factors (e.g., physical obstructions).
- Network congestion or maintenance.

Passpoint Profile for Connectivity:

To connect to SmartTown Wi-Fi, you are encouraged to download a Passpoint Profile application to your mobile device. This allows your compatible mobile device to automatically connect to authorized hotspots in participating SmartTown Wi-Fi areas, without the need to log in each time. Follow instructions provided by scanning the QR code on any of the signage in the parks, when accessing the SmartTown Wi-Fi sign-on page or contact Cablelynx Broadband support for assistance. Passpoint Profile is designed to help maintain a more reliable connection while improving security and user experience.

Communications and Content Monitoring:

In the course of providing the SmartTown Wi-Fi to you and operating the SmartTown Wi-Fi for you, Cablelynx Broadband may receive certain information about content you access, send, receive or use while accessing the SmartTown Wi-Fi, such as URLs and, for transmissions via HTTP or HTTPS, search terms, application commands, files names, file sizes and file types, when you use or access the SmartTown Wi-Fi. Cablelynx Broadband also may receive certain information about communications you may engage in, access, send, receive or use while accessing the SmartTown Wi-Fi, such as any of the information noted above, and address information, such as recipient and sender email address, or recipient or sender phone number in the case of text messaging via phone when such information is transmitted via an unencrypted manner. Cablelynx Broadband may use this content and communications-related information for the following purposes, and will retain the information consistent with these uses:

- To filter or block inappropriate content, such as adult content or pornography;
- To provide reasonable security measures such as logging and monitoring use of the SmartTown Wi-Fi to help prevent unauthorized access;
- Making reasonable efforts to ensure an appropriate level of consistent service, including the availability and speed of the SmartTown Wi-Fi, subject to applicable disclaimers and limitations described herein;
- Troubleshooting and addressing potential and actual problems with the SmartTown Wi-Fi; and

- Disclosing information to law enforcement and government agencies as may be deemed necessary, in their or Cablelynx Broadband's discretion, consistent with applicable legal requirements.

You understand that Cablelynx Broadband will receive certain information about communications and content you engage in or send, receive, and/or access while using the SmartTown Wi-Fi, and you unconditionally agree and consent to Cablelynx Broadband's receipt, collection, use, storage and disclosure of that information. You agree and understand that Cablelynx Broadband may, but is not required to, proactively monitor content, communications and activities undertaken using the SmartTown Wi-Fi. It is your responsibility to know and understand the risks of using public communication means, such as unsecured wifi, for transmission of any communications and content.

Termination of SmartTown Wi-Fi:

Cablelynx Broadband may, at any time and for whatever reason, change, terminate, limit or suspend the SmartTown Wi-Fi, in whole or in part, including your access to or use of the SmartTown Wi-Fi. In the event of termination, your rights to use the SmartTown Wi-Fi will immediately cease.

Accuracy, Completeness, and Timeliness of Information and Communications:

Cablelynx Broadband cannot guaranty that information, communications, content, or other material accessed through or presented by use of the SmartTown Wi-Fi is entirely accurate, complete, timely, or authentic, and does not assume any responsibility, liability or obligation for it. Cablelynx Broadband is under no obligation to post, forward, transmit, distribute, complete or otherwise provide any information, communications, content or other material via the SmartTown Wi-Fi.

Third Party Services, Materials, and Content:

Services, materials, and content provided by third parties, such as other websites, communication services, information, applications, or other networks, have not been independently authenticated or tested in whole or in part by Cablelynx Broadband. Cablelynx Broadband does not provide, sell, license, or lease any such materials other than those specifically identified by us as being provided by Cablelynx Broadband. Cablelynx Broadband does not maintain or control such services, materials, and content and is not responsible in any way for it. Cablelynx Broadband provides the SmartTown Wi-Fi to you as a convenience, and your ability to use it to access any third party-provided services, materials, and content cannot be guaranteed. Availability of such services, materials, and content via the SmartTown Wi-Fi does not imply endorsement by Cablelynx Broadband.

Intellectual Property:

Intellectual property, including trademarks, logos, and service marks as may be displayed in connection with the SmartTown Wi-Fi or in any other manner are registered and unregistered trademarks of Cablelynx Broadband, its affiliates, its licensors, and other third parties. All such trademarks, logos, and service marks are the property of Cablelynx Broadband and/or their respective owners. Nothing displayed or accessed in connection with the SmartTown Wi-Fi shall be construed as granting by implication, estoppels, or otherwise, any license or right to use any trademark, logo, or service mark displayed in connection with the SmartTown Wi-Fi without the owner's prior written permission.

Infringement:

Cablelynx Broadband respects the intellectual property rights of others and requires that you do the same as a condition of using the SmartTown Wi-Fi. You are prohibited from infringing, publishing,

submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the SmartTown Wi-Fi.

Indemnification:

You agree to indemnify, defend, and hold harmless Cablelynx Broadband and its affiliates, and their officers, directors, employees, agents, suppliers, and vendors from and against any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from your breach of any provision of these Terms or any warranty or promise you provided herein, or otherwise arising in any way out of your use or accessing of the SmartTown Wi-Fi. Cablelynx Broadband reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification and, in such case, you agree to cooperate with Cablelynx Broadband in defense of such matter.

Governing Law and Jurisdiction:

These Terms and your use of the SmartTown Wi-Fi shall be governed by the laws of the State of Arkansas, without regard to conflicts of law principles, and Cablelynx Broadband shall have at all times the right to seek any injunctive or equitable relief available to it under applicable laws. The exclusive jurisdiction for all controversies or claims shall be the federal and state courts in the State of Arkansas, and you agree that such courts will have personal jurisdiction over you in such matters through your use of the SmartTown Wi-Fi.

Entire Agreement:

These Terms constitute the entire agreement between you and Cablelynx Broadband regarding its subject matter, and it supersedes any prior or contemporaneous agreements between you and Cablelynx Broadband regarding its subject matter.

Severability:

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions of the Terms shall remain in full force.

No Assignment:

You may not assign this agreement or the rights and obligations under the Terms without the express prior written consent of Cablelynx Broadband, which may be withheld in Cablelynx Broadband's discretion. Cablelynx Broadband may assign this agreement and its rights and obligations under the Terms without your consent.

Modifications to Terms:

Cablelynx Broadband may update or revise these Terms at any time without prior notice. When you click to accept the updated or revised Terms, or continue to access or use of SmartTown Wi-Fi after updates or revisions to the Terms, you signify that you read, understand, accept and agree to be bound by the updated and revised Terms. Please review the Terms periodically for changes.

Contact Information:

For questions or concerns regarding these Terms, please contact **Cablelynx Broadband** at support@cablelynx.com or call **800-903-0508**.

Funding Acknowledgment:

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