

Rush North Shore Medical Center Wireless Guest Network Service Terms and Conditions

You are about to access the Internet via a complimentary wireless network service ("Service") provided by Rush North Shore Medical Center ("RNSMC"). This Service is provided as a courtesy for use by RNSMC patients, visitors of patients, and those with official business with RNSMC employees (collectively, "Guests"). Your use of the Service is governed by all applicable federal, state, and local laws, by the terms and conditions contained in this agreement ("Agreement"), and by any other applicable RNSMC policy and procedure. You may only use this Service if you expressly agree to be bound by the terms and conditions of this Agreement each time you access the Service. Please read this Agreement carefully before accessing the Service. If you do not agree to these terms, please do not use the Service. By clicking the "I Agree" button, you are indicating your acceptance of the terms and conditions of this Agreement and your agreement to be bound by them. The terms and conditions of this Agreement govern and affect only your use of the Service and are not intended to and do not affect in any way other transactions you may have with RNSMC. RNSMC reserves the right to revise and amend this Agreement without notice. Please review this page each time you use the Service, because any changes will be binding on you.

1. Service Access & Availability

This Service is provided solely for use by Guests of RNSMC. (RNSMC employees are strictly prohibited from using the Service unless meeting the definition of a Guest.) The Service is only available while in the Medical Center, Professional Center, Administrative Center, the Kenton Building, and the Knox Building (collectively, "RNSMC Campus"). Service coverage, speeds, and quality may vary. Service is subject to its availability, transmission rate, equipment or network problems, interference, and lack of signal strength. Your access to the Service is solely at the discretion of RNSMC and may be blocked, suspended, or terminated at any time for any reason without notice, including failure to comply with this Agreement. RNSMC is not liable for any direct, indirect, or consequential damages, losses, cost, or expenses caused by or arising out of termination of the Service or your access to the Service.

The Service does not deliver full Internet access and is designed to provide a limited service to RNSMC Guests only. The Service may not be used to access certain types of websites or applications, including but not limited to adult entertainment, peer-to-peer applications, and streaming audio and video. Other sites may also be blocked, and RNSMC does not guarantee the availability of any particular site or category of sites.

2. Acceptable Use of the Service

Users of the Service agree not to use the Service for any purpose that is unlawful or prohibited by this Agreement, including but not limited to use of the Service:

- for or in connection with any illegal activity;
- in a manner which will interfere with the continued operation of the Service;
- to access, advertise, or make available material that contains or makes reference to explicit sexual materials, is obscene, contains child pornography, or is harmful to minors; to send, receive or display obscene or pornographic text or graphics inappropriate for a public and open environment; or to engage in any activity that facilitates sending, receiving, or displaying inappropriate materials to a minor;
- in any manner that infringes or misappropriates another's copyrights, patents, trademarks, or intellectual property rights such as unauthorized downloading or uploading of music, movies, or software;
- to engage in libel, defamation, harassment, intentional misrepresentation or fraud, or publication of private information;
- to forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message;
- to introduce viruses, trojan horses, worms, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- to gain illegal or unauthorized access to other computers or networks, including networks controlled by RNSMC; to modify or gain access to files, passwords, or data belonging to others; to engage in network hacking or other activities that disrupt RNSMC, the Service, or the computer

networks of RNSMC or others; or to damage or alter software components of any network, database, or computer;

- to intercept, collect or store data about third parties without their knowledge or consent (including unlawful information gathering activities);
- to send unsolicited messages, "spam," or "junk mail";
- to access peer-to-peer networks or to view streaming audio or video materials; or
- to use proxies or other means to bypass RNSMC restrictions;

RNSMC reserves the right to monitor your use of the Service to ensure compliance with this Agreement and applicable law. RNSMC also reserves the right to monitor transmissions and to collect and use information about your use of the Service ("User Information"). User Information and personal information may be used to assist RNSMC in providing the Service, monitoring the network, and solving problems associated with the Service. RNSMC will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in connection with any unlawful activity.

3. No Liability

RNSMC assumes no liability whatsoever for your use of the Service. This free Service is an open network provided for your convenience and you use the Service at your own risk. The Service is not inherently secure. By using the Service, you assume all risks associated with such use, including without limitation:

- risk to your computer, software, or data of damage by any virus, worm, trojan horse, or other destructive program transmitted or activated via the Service or material that may be accessed via the Service;
- risk that a third party will gain unauthorized access to your computer or information you transmit or receive using the Service, and any other risk to your privacy or security;
- risk of personal injury or property damage;
- risk of damage resulting from unavailability, interruption, malfunction, or failure of the Service, including but not limited to any resulting loss of data;
- risk of loss resulting in any manner from transactions you enter into using the Service or from messages or data sent or received through the Service;

Communications over the Service are not secure, and there is a risk that information you send or receive via the Service may be accessed by unauthorized third parties. RNSMC does not represent, warrant, or guarantee that information sent or received via the Service will be protected against unauthorized access, loss, misuse or alteration, and RNSMC assumes no liability for any such occurrence.

RNSMC is unable to control or monitor the content of Internet sites, which change frequently and unpredictably. Parents and guardians are the best and final judges of what is appropriate for their children and are responsible for their children's use of the Service.

THE SERVICE IS PROVIDED "AS IS" WITH ALL RISKS INHERENT WITH SUCH ACCESS. RNSMC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION AS TO IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO EVENT SHALL RNSMC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND SUBCONTRACTORS BE LIABLE TO YOU OR ANYONE ELSE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD RNSMC HARMLESS FROM ANY ACTIONS, CLAIMS, PROCEEDINGS, OR LIABILITIES WITH RESPECT TO YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES.

4. Privacy and Security

As stated above, the Service is not secure. Communications through the Service may be intercepted by others. It is your responsibility to install and deploy any additional technological tools that you may deem necessary to protect sensitive communications and/or data. Security of your computer or other networked device is your responsibility. RNSMC recommends, at least, the installation and use of anti-virus software and personal firewall technology to protect your computer or other networked device from unauthorized access or damage.

5. Other Considerations

The terms of this agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.