

**Fountain of the Sun Community Association Patron Wireless Connectivity Policy
Terms of Service and Acceptable Use - Approved by the FOSCA Board of Directors 7-9-2012**

BY CLICKING ON "LOGIN" ON THE WI-FI SYSTEM SIGN-UP PAGE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE.

Access to the Service

Wi-Fi Service at Fountain of the Sun Community Association (FOSCA) is a complimentary Service for patrons and is completely at the discretion of FOSCA.

By your use of the Service, you acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that FOSCA does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the Service is provided "as is" and on an "as available" basis, without warranties of any kind, whatsoever; and (v) **that you assume all risk associated with your activities conducted online through the Service and that you assume all liability and damages incurred by yourself, FOSCA, or a third party that arise or result from your activities conducted online through the Service, whether known or unknown at the time of use, and you agree to defend, indemnify and hold harmless FOSCA and its employees, agents, directors and officers from and against any and all claims, damages or actions arising out of your use of the Service.**

FOSCA does maintain and support a web-site filtering utility that endeavors to maintain protection from malware and threats, in addition to reliable Web filtering, to block or obstruct access to pornographic or sexually specific sites. (See Arizona Revised Statutes **ARS 13-3501, ARS 13-3502, ARS 13-3506, ARS 13-3507**).

Access to the Service may be denied, blocked, suspended, or terminated by FOSCA at any time for any reason including, but not limited to, violation of these Terms of Service, actions that may lead to liability for FOSCA, disruption of access to other patrons or networks, and violation of applicable local, state, and/or federal laws or regulations. Use of the Service shall not be construed as creating a relationship of any kind between FOSCA and any user of the Service. These Terms of Service shall be governed, interpreted and construed according to the laws of the State of Arizona.

Acceptable Use of the Service

Activities conducted online through the Service shall not violate any applicable law or regulation or the rights of FOSCA, or any third party. FOSCA will fully cooperate with law enforcement upon receipt of notice that use of the Service is in violation of applicable law. If you are unsure whether your use of the Service and activities conducted online may violate these Terms of Service, you are advised to cease the activity immediately. Examples of prohibited activities include, but are not limited to:

- Spamming and Invasion of Privacy
- Intellectual Property Right Violations
- Obscene or Indecent Speech or Materials
- Defamatory or Abusive Language
- Forging of Headers
- Hacking, Scans, or other subversive Information Gathering Activity
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities
- Facilitating a Violation of this Agreement of Use
- Resale of the Service