Welcome to the Public Internet at Genesis HealthCare System ("Genesis"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Public Internet at Genesis.

Acceptance of Terms and Conditions of Use

BY CLICKING ON "I Accept" ON THE "Genesis HealthCare System - Public Internet" PAGE, YOU REPRESENT that:

1. YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT AND;
2. YOU ARE AT LEAST 18 YEARS OF AGE AND;

   PARENTS ARE RESPONSIBLE FOR MONITORING A MINOR'S USE OF THIS PUBLIC INTERNET.

3. YOU ARE NOT A GENESIS EMPLOYEE.

   EMPLOYEES USE OF THIS PUBLIC INTERNET NETWORK IS ALLOWED ONLY IF 1) YOU ARE A PATIENT, FAMILY MEMBER OF A PATIENT OR VISITOR OF A PATIENT OR 2) SUCH USE IS OUTSIDE OF YOUR NORMAL WORK HOURS.

If you do not agree to the terms of this Agreement, you may not use the Genesis HealthCare System - Public Internet. Your electronic acceptance of the Terms and Conditions of Use by clicking on "I Accept" on the Terms of Conditions of Use page has the same effect as if you had actually reviewed, accepted and signed the Terms and Conditions of Use. The effective date of this Agreement is the date that you click on "I Accept".

Description of Public Internet Service Availability

Genesis will provide access to the Public Internet at Bethesda, Good Samaritan, and the HealthPlex ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of the Genesis, and may not always be operational. Bandwidth usage/speed will be managed to assure Genesis clinical and business use of the Internet is not adversely impacted by public internet use. There is no guarantee there will be adequate bandwidth or network speed on the public network to support time sensitive applications including but not limited to phone calls, video, image, audio, etc.

Fee for Public Internet

The Public Internet at Genesis is provided free of charge as a value added service to the patients, visitors, and business partners of Genesis. Usage may be subject to participation in a short online survey.
Access to Internet

Genesis provides limited screening of content and access however the Genesis Public Internet does not utilize parental control systems restrictions or a guarantee that sites that may be offensive will be screened. Genesis does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that Genesis is not liable for any action or inaction with respect to any such content on the Internet accessible through the Public Internet. Access is limited to only the hours that you are on Genesis premises.

Your Responsibilities

You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Public Internet, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws.

You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Public Internet and (2) all communications that you send or receive via the Public Internet (3) all security and privacy protections including but not limited to firewalls, anti-virus/anti-malware software and SPAM filter. Genesis does not undertake the security of any data you send through the Public Internet and it is your responsibility to secure such data and Genesis will assume no responsibility for the safety or security of portable equipment or the security of any files or data on this equipment while connected to the Public Internet.

You agree that you are responsible for the physical security of any portable computer device you bring to Genesis. You also agree and understand that Genesis is not liable for the loss or damage of these devices and that you assume full responsibility and liability if such equipment is lost, stolen or damaged while at Genesis.

You agree not to attach your computer equipment or Wi-Fi device to any Genesis owned equipment or assets including but not limited to personal computers/laptops, printers, copiers, clinical equipment, hard-wired network connections, or scanners.

You agree not to utilize web-cams, video cameras or cameras unless you have prior written approval.

Acceptable Use Policy (AUP)

All users of the Public Internet must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. Genesis does not actively monitor the use of the Public Internet under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Public Internet. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Genesis to liability or may violate this AUP. Genesis may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Public Internet and reporting to the authorities.
The following constitute examples of violations of this AUP.

You agree to not use the Public Internet to:

(1) Web cams or any other type of camera or camera type device to take pictures or video or utilize the Wi-Fi network to share/transmit such pictures without prior written consent of Genesis;

(2) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;

(3) Harm, or attempt to harm, minors in any way;

(4) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Public Internet;

(5) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law, contract or fiduciary obligation;

(6) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(7) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;

(8) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(9) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(10) Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;

(11) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(12) Resell the Public Internet without Genesis's authorization;

(13) Use the Public Internet for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server.

You understand and agree that Genesis may disclose your communications and activities using the Public Internet in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

Genesis requests that anyone who believes that there is a violation of this AUP direct the information to itservicedesk@genesishcs.org and include "Public Internet" in the subject line. If available, please provide the following information:
(1) the IP address used to commit the alleged violation;
(2) the date and time of the alleged violation, including the time zone;
(3) evidence of the alleged violation; and
(4) your contact details including full name, email address and telephone number.

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

**Termination**

You agree that Genesis may terminate this Agreement and cancel your access to the Public Internet at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Public Internet to perform any illegal activity. You further agree that in the event of termination for any reason, Genesis will have no liability to you.

**Modifications**

Genesis may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the Public Internet ‘Internet Access Signup’ page. You agree to periodically review the ‘Internet Access Signup’ page to maintain awareness of any modifications. By continuing to use the Public Internet after such postings, you accept and agree to any and all such modifications.

**Indemnification**

You shall defend, indemnify and hold Genesis and its corporate affiliates and their respective board members, officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Public Internet or any breach of this Agreement.

**No Warranty**

THE PUBLIC INTERNET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. GENESIS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GENESIS MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH GENESIS OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE INFORMATION CONTENT, SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND GENESIS DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY GENESIS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**Limitation of Liability**

GENESIS, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE