

Wireless Toronto Venue Terms of Service

v17 – August 17, 2007

These terms of service relate to the use by the undersigned venue operator (the “Venue”) of wireless hotspot service (the “Service”) provided by Wireless Toronto, an unincorporated not-for-profit association dedicated to bringing no-fee wireless Internet access to Toronto.

A. Network infrastructure

1. The router is owned by the Venue.
2. For technical support purposes it may be necessary for Wireless Toronto to swap out the original router supplied for another router of equivalent type.
3. The manufacturer’s and/or retailer’s warranty on the router may be voided by the customizations that may be required to allow it to function properly on the Wireless Toronto network. Wireless Toronto has no responsibility for any voiding of the warranty.
4. The Venue shall ensure that the router remains switched on and connected to the Internet at all times.
5. To ensure consistent operation, Venue shall not make any router configuration changes.
6. Router configuration includes Wireless Toronto’s default settings for security. If Venue wishes further assurances concerning network security it will consult a network security consultant. Wireless Toronto can recommend consultants.

B. Technical Support

Wireless Toronto will use reasonable efforts to:

1. Support the Venue’s end-users via email and telephone in the use of the Service;
2. Support the Venue in issues relating to the management and operation of the hotspot;
3. Manage any Venue end-users who are abusing the Service;
4. Maintain the availability of the hotspot, as it relates to the Wireless Toronto system.

C. Portal

1. Wireless Toronto has sole authority concerning information provided on and operation of its captive portal.
2. If Venue has any concerns relating to captive portal content, it should contact its Wireless Toronto contact.

D. Internet Service Provider (ISP)

1. Wireless Toronto is not an ISP.
2. The Internet connection used to provide the hotspot connection is the responsibility of the Venue and its ISP. All matters relating to the management and payment for the connection provided to the Venue by its ISP are the sole responsibility of the Venue.

E. Fees

- 1. The Venue shall on signature of these terms of service pay an annual non-refundable fee of \$50 (subject to change in future years) per router, to Wireless Toronto.

F. Termination of Service

- 1. Either party can terminate the Service provided to Venue at any time, for any reason, without prior notice.
- 2. In the event of termination Wireless Toronto will, if required, within a reasonable period of time to be mutually decided, ‘re-flash’ the router to return it to its original settings.

G. Hotspot usage statistics

- 1. Wireless Toronto will provide the Venue with statistics on the usage of its hotspot on request.

H. No Warranty; Release and Limitation of Liability

- 1. Wireless Toronto is a volunteer organization, and as such the Service is provided on a ‘reasonable efforts’ basis with no assurances of service levels, and with no warranty, express or implied, of any kind, including warranties that may be implied by statute. Under no circumstances shall Wireless Toronto, its officers, directors, employees, members and agents (the “Releasees”) be liable to Venue for any claim, suit, loss, liability or expense (i) for indirect, special, consequential, exemplary, aggravated or punitive damages, (ii) for compensation for loss of profits, anticipated revenue, savings or goodwill, or other economic loss, (iii) relating to any service interruptions or delays or loss or compromise of data or security, or (iv) for any claim arising out of any use by an end-user of the Service; in each case under any theory of law or equity, including the negligence of any Releasee, arising out of or in any way related to the Service, even if advised of the possibility thereof. The maximum aggregate collective liability of the Releasees to the Venue for any claim against any of them related to the Service shall not exceed the fees paid by the Venue to Wireless Toronto during the 12 months preceding the date of the claim.

I understand that these terms of service are legally binding upon me and that were I to refuse to sign this document Wireless Toronto would decline to provide me with its services.

Signature:

Venue name:

Signed by:

Venue contact name:

Date:

Venue contact phone number: