

# Cascade Communications SmartTown Terms and Conditions

Cascade Communications Company is pleased to make various community Wi-Fi products, also known as SmartTown, available to Cascade Communications Subscribers and other authorized users.

Your use of any SmartTown Wi-Fi Service is your acknowledgment that you have read and agreed to these Terms.

1. **Use of Service:** You agree not to use the service for any illegal or unauthorized purpose, including but not limited to accessing or transmitting any material that is unlawful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable.
2. **Security:** While Cascade Communications Company takes reasonable measures to secure its Wi-Fi service, it cannot guarantee the security of your data transmitted over the Wi-Fi network. By using the service, you acknowledge and accept the inherent security risks associated with wireless communications.
3. **Usage Limits:** Cascade Communications Company reserves the right to limit or restrict your access to the SmartTown Wi-Fi service at any time, without prior notice, for any reason, including but not limited to excessive bandwidth usage, abusive behavior, or violation of these Terms and Conditions.
4. **No Warranty:** The Cascade SmartTown Wi-Fi service is provided on an "as is" and "as available" basis without any warranties of any kind, express or implied. Cascade Communications Company makes no warranties or representations regarding the availability, reliability, or accuracy of the service.
5. **Limitation of Liability:** To the fullest extent permitted by applicable law, Cascade Communications Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of SmartTown Wi-Fi service, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses.
6. **Modification of Terms:** Cascade Communications Company reserves the right to modify or update these Terms and Conditions at any time without prior notice. Your continued use of the SmartTown Wi-Fi service after any such changes constitutes your acceptance of the new Terms and Conditions.

In order to access SmartTown Wi-Fi, you must follow the procedure set by Cascade Communications at its absolute and sole discretion. You acknowledge and agree that you will be responsible for all activities during any session using SmartTown Wi-Fi. You may not provide any third party with your credentials for the purpose of accessing SmartTown Wi-Fi. You may use the SmartTown Wi-Fi solely for your own lawful personal purposes in accordance with the applicable Cascade Communications Terms. You may not in any way distribute, resell, or otherwise provide third parties with access to or use of SmartTown Wi-Fi. In the event you become aware of any unauthorized use of a SmartTown Wi-Fi or any other security breach (including but not limited to third-party use of your Cascade Communications ID and password), you agree to immediately notify us. You agree that your use of the SmartTown Wi-Fi may be terminated or suspended by Cascade Communications or its technology partners at any time and for any reason.

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## Performance of Cascade SmartTown Wi-Fi Services

In order to use SmartTown Wi-Fi, you must have a Wi-Fi-capable device that:

1. meets U.S. and other applicable technical standards;
2. renders web pages in a standard HTML browser application;
3. runs the IP protocol; and
4. is configured to obtain web addresses automatically.

The Wi-Fi device must be in close enough proximity to the SmartTown Wi-Fi wireless access points to achieve connectivity with the SmartTown Wi-Fi.

Actual SmartTown Wi-Fi coverage, locations, and quality may vary.

1. transmission and download speed and accuracy;
2. network congestion;
3. performance, configuration, and functionality of your Wi-Fi devices and wireless cards (including, but not limited to memory, storage and other limitations);
4. physical obstructions and distances between your Wi-Fi device and the Connected Community Wi-Fi availability of electric power;
5. collocation failures;
6. transmission and equipment limitations, failures, maintenance, or repair; and
7. user error

In order to maintain acceptable levels of service for all SmartTown Wi-Fi users and to improve this service, we reserve the right to monitor the use of the SmartTown Wi-Fi and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all SmartTown Wi-Fi users. Additionally, the SmartTown Wi-Fi service may use automated processes to monitor and scan communications over the SmartTown Wi-Fi in order to maintain and provide services, improve your experience, ensure the integrity of your communications, convey messages related to your account, deliver relevant advertising and for various other purposes related to the provision of SmartTown Services.

## SmartTown Wi-Fi and Cascade Communications

SmartTown Wi-Fi may allow you to automatically connect to hotspots after you register a compatible mobile device. Thereafter, a properly pre-registered mobile device will automatically connect when in range of a SmartTown Wi-Fi hotspot using the provisioned credentials.

We urge you to review these Terms periodically so that you will be aware of any modifications. We also urge you to review our additional [Forms/Notices/Terms](#).

If you have any questions or concerns about these Terms and Conditions, please contact Cascade Communications Company at (563)-852-3710.