



NRG Park Guest Wi-Fi

Terms & Conditions of Service

NRG Park Guest Wi-Fi use is intended for NRG Park guests, vendors, contractors, and other non-NRG Park personnel. By using the NRG Park Guest Wi-Fi Internet Service, you agree to be bound by the following terms and conditions which are a binding agreement between you and the Harris County Sports & Convention Corporation (HCSCC).

Personal Use Only

You may use the service and technology provided to you by HCSCC for the sole purpose of accessing the internet provided by HCSCC. HCSCC will give you an IP address each time you access the NRG Park Guest Wi-Fi and it may change. You may not use the NRG Park Guest Wi-Fi for any other reason, including reselling any aspect of the NRG Park Guest Wi-Fi service. Other examples of improper activities include, without limitation:

- Modifying, adapting, translating, or reverse engineering any portion of the NRG Park Guest Wi-Fi network
- Attempting to break security, access, tamper with or use any unauthorized areas of the NRG Park Guest Wi-Fi
- Attempting to collect or maintain any information about other users of the NRG Park Guest Wi-Fi (including usernames and/or email addresses) or other third parties for unauthorized purposes
- Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or otherwise interfering with other user's enjoyment of the service
- Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory, objectionable, unlawful or promotes or encourages illegal activity
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders
- Distribution of any Internet viruses, worms, ping, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
- Using NRG Park Guest Wi-Fi for any unlawful, harassing, abusive, criminal or fraudulent purpose. We have the right to monitor, intercept and disclose any transmissions over or using our facilities, and to provide user information, or use records, and other related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect our rights, users or property)



Changes in the HCSCC Terms of Service and Guest Wi-Fi; Termination

HCSCC may modify or terminate the NRG Park Guest Wi-Fi service and these Terms of Service and any accompanying policies, for any reason, and without notice, including the right to terminate the service with or without notice. Please review these Terms of Service from time to time so that you will be apprised of any changes. Upon any such termination, any and all rights granted by HCSCC to you shall terminate.

Privacy Policy

The HCSCC Privacy Policy describes how we treat personal information when you use the NRG Park Guest Wi-Fi. You understand and agree that HCSCC may access, preserve, and disclose your personal information if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights and property of HCSCC or the public.

Your Responsibilities

You understand that NRG Park Guest Wi-Fi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of NRG Park Guest Wi-Fi. You agree that you are responsible for providing security measures that are suited for your intended use of NRG Park Guest Wi-Fi. For example, you shall take full responsibility for taking adequate measures for safeguarding your data from loss. Also, other than the Wi-Fi signal provided by HCSCC, you must provide all equipment, technology and software to use NRG Park Guest Wi-Fi.

Disclaimers

THE SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. HCSCC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. HCSCC DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER HCSCC, HARRIS COUNTY, HOUSTON NFL HOLDINGS, L.P., HOUSTON LIVESTOCK SHOW AND RODEO, INC., SMG OR THEIR OFFICIALS, REPRESENTATIVES, EMPLOYEES AGENTS OR AFFILIATES (COLLECTIVELY, THE "NRG PARK PARTIES") BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY NATURE, OR FOR ANY LOST REVENUES, LOST PROFITS OR LOSS OF BUSINESS REGARDLESS OF THE CAUSE AND WHETHER OR NOT FORESEEABLE. IN ADDITION, THE NRG PARK PARTIES WILL NOT BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS THAT YOU SUFFER AS A RESULT OF: (I) ANY INTERRUPTION OR FAILURE OF THE SERVICES OR PRODUCTS; (II) THE DOWNLOADING OR USE OF ANY INFORMATION, DATA OR MATERIALS



OBTAINED VIA THE SERVICES OR FROM THE INTERNET; (III) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR USING THE SERVICES OR ANY LOSS OF DATA DUE TO DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTIONS; (IV) ANYTHING BEYOND THE REASONABLE CONTROL OF HCSCC, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S SERVICES, SOFTWARE, EQUIPMENT OR NETWORK; (V) ANY UNAUTHORIZED USE OR MODIFICATION OF SERVICES OR PRODUCTS OR COMBINATION OF SERVICES OR PRODUCTS WITH OTHER SERVICES, PRODUCTS OR EQUIPMENT; (VI) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (VII) THE ATTEMPT BY UNAUTHORIZED USERS (E.G., HACKERS) TO OBTAIN ACCESS TO YOUR DATA, WEB-SITE, COMPUTERS, OR NETWORKS.

Indemnity

YOU AGREE TO HOLD HARMLESS AND INDEMNIFY THE NRG PARK PARTIES FROM AND AGAINST ANY THIRD PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF NRG PARK GUEST WI-FI, INCLUDING ANY LIABILITY, DAMAGES OR EXPENSE ARISING FROM ALL CLAIMS, LOSSES, DAMAGES (ACTUAL AND CONSEQUENTIAL), SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES, OF EVERY KIND AND NATURE.

Miscellaneous Provisions

These HCSCC Terms and Conditions of Service will be governed by and construed in accordance with the laws of the County of Harris and the State of Texas with venue in Harris County Texas. If for any reason a court of competent jurisdiction finds any provision or portion of the County of Harris and HCSCC Terms and Conditions of Service to be unenforceable, the remainder of the HCSCC Terms and Conditions of Service will continue in full force and effect. The HCSCC Terms and Conditions of Service constitute the entire agreement between the parties and supersede and replace all prior understandings or agreements, written or oral, regarding NRG Park Guest Wi-Fi. Any waiver of any provision of the HCSCC Terms and Conditions of Service will be effective only if in writing and signed by the requesting agency and/or organization in agreement with HCSCC.