

Genesis HealthCare System - Public Internet

Terms and Conditions of Use

**Please read the following information carefully before using this service.
You may not use the service without accepting these Terms and
Conditions of Use.**

These Terms and Conditions of Use ("Terms") apply to your access to and use of the public internet ("Public Internet") at Genesis HealthCare System or its subsidiaries and affiliated companies (collectively, "Genesis").

Acceptance of Terms and Conditions of Use

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

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.

EMPLOYEE USE OF THIS PUBLIC INTERNET NETWORK IS ALLOWED ONLY IF YOU ARE A PATIENT, FAMILY MEMBER OF A PATIENT OR VISITOR OF A PATIENT.

The Terms are a binding legal contract between you and Genesis. If you do not agree to these Terms, you may not use the Public Internet. Your electronic acceptance of these Terms is assumed by clicking on "I Accept" on the Terms of Conditions of Use page. This has the same effect as if you had reviewed, accepted, and signed these Terms. The effective date of these Terms is the date that you click "I Accept".

Description of Public Internet Service Availability

Genesis will provide access to the Public Internet at certain Genesis locations that have been equipped with wireless access points. The Public Internet may not be available in all areas of the Genesis locations and may not always be operational. 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 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 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 Public Internet. You

acknowledge that if you access the Public 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.

Your Responsibilities

You must (1) provide all device(s) (i.e. computers, tablets, phones, etc.) to connect to the Public Internet and (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 risks and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Public Internet, (2) all communications that you send or receive via the Public Internet, and (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; Genesis will assume no responsibility for the safety or security of any device or the security of any files or data on these device(s) while connected to the Public Internet.

You agree that you are responsible for the physical security of any devices 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 these devices are lost, stolen or damaged while at Genesis.

You agree not to attach your equipment or Wi-Fi device to any Genesis owned equipment or assets, including but not limited to 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 from a Genesis Information Technology Director or designee.

Acceptable Use Policy

All users of the Public Internet must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the Public Internet. Genesis does not actively monitor the use of the Public Internet under normal circumstances. Similarly, Genesis does not exercise editorial control or review the content of any website, electronic mail transmission, newsgroup or other material created or accessible over or through the Public Internet. However, Genesis may remove, block, filter or restrict by any other means any materials that, in its sole discretion, may be illegal subject Genesis to liability. or 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 legal authorities.

The following constitute examples of violations of this AUP.

You agree to not use the Public Internet to:

- (1) Use web cams or any other type of camera or camera type device to take pictures or video or share/transmit such pictures without the 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 Public Internet, servers, or networks connected to the Public Internet, or disobey any requirements, procedures, policies or regulations of networks connected to the Public Internet;
- (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' authorization; and
- (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.

If you believe that there is a violation of this AUP, please 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 in its sole discretion may restrict, suspend, or terminate your access to and use of the Public Internet at any time and for any reason, with or without notice. You further agree that in the event of a restriction, suspension, or termination for any reason, Genesis will have no liability to you. Genesis reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all use of the Public Internet.

Modifications

Genesis may, at its sole discretion, modify these Terms, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the Public Internet "Internet Access Signup" page, and your use of the Public Internet after Genesis posts such modifications to the Terms means that you accept the modified Terms. 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 without limitation reasonable attorneys' fees and fees of other professional advisers) arising out of, based upon, as a result of, or in any way connected with, (i) your use of the Public Internet, (ii) your (or anyone acting under your password or username) violation or breach of these Terms, (iii) your online conduct in connection with the Public Internet, (iv) your failure to comply with any applicable laws or regulations in connection with the Public Internet, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Public Internet, or (vi) any of your dealings or transactions with other persons, persons or third party platforms resulting from use of the Public Internet. You shall not settle any such claim without the prior written consent of Genesis. These obligations will survive any termination of these Terms.

No Warranty

YOUR USE OF THE PUBLIC INTERNET IS ENTIRELY AT YOUR OWN RISK. THE PUBLIC INTERNET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. GENESIS DOES NOT WARRANT THAT THE PUBLIC INTERNET WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GENESIS MAKES NO EXPRESS WARRANTIES AND YOU WAIVE 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 PUBLIC INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Miscellaneous Provisions

These Terms will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws provisions or your actual state or country of residence. You and Genesis agree to submit to the exclusive jurisdiction of the courts located within the county of Muskingum, Ohio to resolve any legal matter arising from these Terms or the Public Internet.

These Terms (including the AUP) and, if applicable, all other legal notices, statements or terms and conditions posted or made available to you on the Public Internet constitute the entire agreement between Genesis and you with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. In the event any provision of these Terms is held unenforceable, it will not affect the enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. Genesis' failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive Genesis' right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

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