

BOS WiFi Terms of Service

Date of Last Revision: August 13, 2021

BOS WiFi is a complimentary WiFi service provided by the Massachusetts Port Authority ("Massport," "we," "our," or "us") in certain areas of Massport properties (such service, the "Service"). Massport provides the Service to individuals at Massport properties ("you" or "your") subject to the following Terms of Service (these "Terms of Service").

These Terms of Service govern your access to and use of the Service. **By accessing or using the Service, you represent and warrant that you are at a Massport property and acknowledge that you have read, understand and agree to be legally bound by these Terms of Service.** If you are not at a Massport property or you do not agree to these Terms of Service, you may not access or use the Service.

We reserve the right to change or modify portions of these Terms of Service at any time in our sole discretion. You should review the current Terms of Service each time you access or use the Service so that you are aware of any revisions to these Terms of Service to which you are bound. We will indicate at the top of this page the date these Terms of Service were last revised.

Access to and Use of the Service

There may be time limits associated with your access to the Service and/or in connection with your use of the Services on certain devices. As noted above, we provide the Service at no cost to users; however, your wireless service carrier's standard charges, data rates and other fees may apply.

Eligibility to Use the Service: If you are under 18 years of age, you may use the Service only with the approval of your parent or guardian.

Consent to Monitoring; Use and Disclosure of Collected Information

You understand and agree that we may (but are not required to) collect information about your usage of the Service and monitor the information you transmit and receive through the Service. Such information may include, without limitation, when and where you use the Service, the frequency and size of data transferred through the Service and information related to the device(s) you use to access the Service. We may use and disclose such information for purposes of operating and maintaining the Service and ensuring your compliance with these Terms of Service and applicable law. We may also disclose such information to (i) comply with a legal obligation; (ii) cooperate with law enforcement authorities; (iii) protect and defend the rights, property or interests of Massport; or (iv) protect the safety of other users of the Service or the public.

Privacy and Security

The Service involves wireless technologies and is subject to privacy and security risks associated with such technologies and the Internet in general. You understand that information transmitted through the Service may be intercepted or accessed by others and that you have no expectation of privacy or security in your use of the Service. Massport will not be liable to you or any third party for any interception or access of information that you transmit or receive through your use of the Service. You are solely responsible for implementing and maintaining protections to safeguard your privacy and the security of your device(s) and any information stored on or transmitted by your device, including ensuring that your device is protected by up-to-date anti-virus software.

Your Conduct; Unauthorized Uses of the Service

You are solely responsible for your activities while using the Service (and the activities of others who use the Service via your device) and for any data, text, information, messages or other materials ("content") that you transmit or receive via the Service. You may use the Service solely during your time at a Massport property, and you bear all risks related to your access to or use of the Service.

You agree not to use the Service to transmit prohibited content or engage in prohibited conduct. The following are examples of the kind of content and conduct that is prohibited by Massport. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation blocking access to the Service and reporting the violator to law enforcement authorities. You agree to not use the Service to:

- transmit or receive any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you have manipulated or from which you have excluded identifiers in order to disguise the origin of such content; (iii) you do not have a right to send under any law or under contractual or fiduciary relationships; (iv) contains software, viruses or any other computer code, files or programs designed to damage, interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (v) poses or creates a privacy or security risk to any person; (vi) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes" or any other form of solicitation; (vii) is unlawful,

harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (viii) restricts or inhibits any other person from using or enjoying the Service, or which may expose Massport or users of the Service to any harm or liability of any type;

- impose an unreasonable burden on the Service;
- intercept, divert or interfere with any communication;
- violate the security of, or access, tamper with or otherwise use unauthorized parts of the Service or its underlying systems, or any third-party devices, equipment or networks;
- engage in any activity that is intended to affect, interrupt or otherwise interfere with the Service, including hacking, port scanning or a "denial of service" attack;
- impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with a person or entity; forge, delete or alter any sender identification information in content you transmit; or otherwise use the Service under false or fraudulent pretenses;
- transmit personally identifying information about others;
- solicit, collect or maintain information from other users of the Service or third parties for unauthorized purposes;
- engage in any activity that is harmful to minors;

- download or transfer technology or software in violation of applicable export laws;
- violate any other applicable local, state, national or international law, or any regulations having the force of law; or
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities.

Content Disclaimer

Massport does not control and is not responsible for any third-party data, content, services or materials that you access, receive or download through the Service. We may (but are not required to) block data transmissions to protect Massport, the Service and its users or the public in our sole discretion.

Indemnification

You agree to indemnify, defend and hold harmless Massport, our affiliates and our respective officers, directors, employees and agents from and against any third-party claim arising from or related to any content you transmit through the Service, your connection to the Service, your violation or breach of these Terms of Service or your use of the Service, and all losses, damages and expenses related to such claim, including without limitation reasonable attorneys' fees.

Disclaimer of Warranties and Limitation of Liability

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MASSPORT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT

NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

MASSPORT MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS FOR COVERAGE, SPEED OR QUALITY; (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR- OR DEFECT-FREE OR FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT WE HAVE NO CONTROL OVER THIRD-PARTY CONTENT, SITES, SERVICES OR NETWORKS YOU MAY ACCESS IN CONNECTION WITH YOUR USE OF THE SERVICE. MASSPORT DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM TO YOU OR DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICE THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY CONTENT, MATERIAL OR INFORMATION THROUGH THE SERVICE.

YOU UNDERSTAND AND AGREE THAT MASSPORT PROVIDES THE SERVICE MERELY AS A CONVENIENCE TO YOU, AND THAT MASSPORT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM, ARISING OUT OF OR RELATED TO: (I) YOUR USE OF OR INABILITY TO USE THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING ANY PERSONAL INFORMATION YOU TRANSMIT THROUGH THE

SERVICE; (III) CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Termination

You agree that we may suspend or terminate your access to or use of the Service at any time and for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. In accordance with the Digital Millennium Copyright Act, we have a policy of terminating access to the Service by users whom we deem to be repeat infringers in our sole discretion. We may refer any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Service to appropriate law enforcement authorities. We may also discontinue providing the Service at any time. You agree that any termination of your access to the Service under any provision of these Terms of Service may be effected without prior notice. Further, you agree that Massport will not be liable to you or any third party for any termination of your access to or use of the Service, and that we may take any measures we deem necessary to restrict access to the Service.

The provisions of these Terms of Service regarding Massport's use and disclosure of your information, your indemnification obligations, Massport's disclaimers and limitations of liability and the General Provisions set forth below will survive termination.

General Provisions

These Terms of Service will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. You and Massport agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Boston, Massachusetts. The failure of Massport to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms of Service constitute the entire agreement between you and Massport and govern your use of the Service, superseding any prior agreements between you and Massport with respect to the Service.

Concerns? Suggestions?

Please contact us at massportwifi@massport.com to report any issues with the Service, or to provide feedback.