

## NAMCC Wireless Access Request Form

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone (Home): \_\_\_\_\_

Phone (Cell): \_\_\_\_\_

Email: \_\_\_\_\_

### Agreement

You must agree to all of the terms set forth below in order to access and use the NAMCC Wireless internet access system (the "Systems"). By signing this document, you enter into a legally binding agreement with NAMCC.

#### 1. Access

Subject to your compliance with the Agreement, NAMCC authorizes you to access the Systems from a wireless device located within the United States on a limited, revocable, non-exclusive, non-transferable basis solely for the purpose of obtaining Information. The Systems are to be used solely by you. Your right to use the Systems or Information is non-assignable. Any access or use that is inconsistent with this Agreement is unauthorized and strictly prohibited. By permitting limited usage of the Systems as permitted herein, NAMCC does not convey any interest in or to the Systems or Information or any other property or services. All rights, title, and interest in and to the Systems is and shall remain in NAMCC. Access to and use of the Systems is not authorized in any jurisdiction that does not give effect to all of the provisions of this Agreement.

#### 2. Restrictions

You agree to use and access the Systems only in strict compliance with this Agreement and all applicable laws, rulings and regulations. You are not authorized to make the Information available on any web site or otherwise reproduce, distribute, copy, store, or sell the Information without the express written consent of NAMCC.

You agree to be responsible for all acts or omissions that may occur under your wireless user IP. You agree that you will not use or access the Systems in any way which, in NAMCC's judgment, adversely affects the performance or function of the Systems or interferes with the ability of authorized parties to access the Systems. You may not gain access, or attempt to gain access, by any means to other user computer system.

You agree to strictly comply with all applicable laws, rulings and regulations and shall take no actions which would cause NAMCC to be in violation of any laws, rulings or regulations applicable to it. You agree to not use the connection for sites that are not appropriate. Also you agree not to conduct any business or use it for business purposes. NAMCC has the right to monitor suspicious user activity if need be.

### **3. Changes/Term**

NAMCC may terminate or modify any or all of the wireless access at any time without notice to you. NAMCC may terminate this Agreement and/or your access to wireless at any time, with or without cause and without notice to you, in its sole discretion. NAMCC reserves the right to modify the Agreement at any time in its sole discretion by posting a revised version at its website.

Any such modifications will supercede all prior versions and shall be effective as to subsequent transactions by you upon your continued use of the wireless access. Your continued use after any such changes shall constitute your acceptance of the revised Agreement.

### **4. Warranty Limit**

You agree that the use of the systems and information is at your sole risk and that the information and your use of the systems are provided "as is" and without warranties of any kind.

NAMCC does not warrant that your use of the system will be uninterrupted, secure, or error free or that defects, errors, or omissions will be corrected.

### **5. Liability Limit**

You agree that in no event will NAMCC will be liable to you or anyone for any direct, indirect, special, incidental, punitive or any damage whatsoever arising out of or in connection with your access to or use of or your inability to access or use the wireless access, regardless of the cause.

NAMCC also reserves the right to reject your request for wireless access, with or without reason and without notice to you, in its sole discretion.

Your Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_