

RESIDENTIAL INTERNET SERVICE AGREEMENT

THESE TERMS AND CONDITIONS OF SERVICE GOVERNING YOUR USE OF STANFORD INTERNET SERVICE INCLUDE A BINDING ARBITRATION PROVISION IN THE GENERAL TERMS AND CONDITIONS FOR STANFORD RESIDENTIAL INTERNET SERVICES, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION.

Stanford University ("Stanford") will provide its Residential Internet service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the requirements of Stanford's Administrative Guide Section 6, Computing, and related guidelines regarding computer and network usage, privacy, and information security (collectively, the "Terms of Service"). Stanford regularly updates and amends its Terms of Service. Subscriber should consult [Stanford Administrative Guide, by clicking here](#) to be sure Subscriber remains in compliance. Note: provisions set forth in Administrative Guide section 6.2.1, restricting personal use of the internet, are not applicable for Residential Internet Service.

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify University IT at [by submitting request here](#) to terminate the account. This is a binding legal document (the "Agreement").

1. Charges and Billings: Current rates for Internet Service are posted at: uit.stanford.edu/service/residential/faculty-residential-internet. Rates are subject to change on 30 days' notice to Subscriber. By subscribing to the Internet Service, Subscriber accepts responsibility for any and all changes to Subscriber's account, including:
 - Monthly service charges
 - User-caused damage to the residential gateway equipment
 - Any and all costs of collection, including reasonable attorney's fees, incurred in collecting charges due on Subscriber's account.
2. Compliance with Law. Subscriber agrees that in using the Internet Service, Subscriber is required to comply with all applicable local, state, national and international laws and regulations. Subscriber is responsible to properly use and protect information resources and to respect the rights of others, in accordance with the terms of Stanford's computer and network usage policies.
3. Equipment:
 - a. Stanford will provide the residential gateway for the Internet Service. Initially access will be provided at no cost to Subscriber, however Stanford reserves the right to charge a fee for this in the future. Subscriber acknowledges that the gateway may require future updates Subscriber hereby authorizes Stanford to perform such updates and/or changes, on-site or remotely from time to time as Stanford deems necessary, and to perform regularly scheduled maintenance as determined necessary in Stanford's sole discretion.
 - b. Stanford does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Stanford is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.
 - c. Subscriber will not connect any equipment, other than equipment authorized by Stanford, to the service outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Stanford network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber
 - d. may not alter, modify or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Stanford, to do the same.

4. Network Interface: When Stanford installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection.

5. Software: At the time of installation of the Internet Service, Stanford may provide Subscriber with common Stanford or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service. Stanford does not support third-party software. Any and all software provided by Stanford is the property of Stanford and/or its suppliers and licensors. Stanford hereby grants Subscriber a nonexclusive, non transferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Stanford and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in this Agreement and Stanford's Computer and Network Usage policy. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Stanford. Upon any termination or expiration of this Agreement or the disconnection of Subscriber's Internet Service, this license will terminate and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Stanford that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Stanford network.

6. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all security measures required by Stanford policy when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items, and Subscriber, not Stanford, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Stanford does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Stanford warrant that the data or files will be free from computer viruses or other harmful components. Stanford has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet.

Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.

7. Monitoring the Internet Service and Privacy: Stanford takes the protection of our Subscribers' privacy seriously. Stanford has no obligation to monitor content; however, Subscriber agrees that Stanford has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with this Agreement, and Stanford's Privacy and Access to Electronic Information policy.

For content residing on Stanford's servers, Stanford reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any

content or other information in Stanford's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Stanford subscribers' information.

For more information on Stanford's approach to Subscriber's privacy, please refer to the Stanford Privacy and Access to Electronic Information Policy.

8. Rights Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Stanford assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

9. Term: Stanford Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Stanford for breach (including nonpayment) of this Agreement or otherwise terminated by Stanford for violation of any Term of Service. Stanford will not be responsible for the return of data stored on Stanford's servers, such as web and e-mail servers, if Subscriber's account is suspended or terminated.

10. Disclaimer of Warranties and Limitation of Liability.

- a. No Warranty: Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Stanford at Subscriber's sole risk. The Internet Service and Stanford equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Stanford does not warrant uninterrupted use of Internet Service. Stanford does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Stanford does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.
- b. Security Software: In addition, in its sole discretion, Stanford may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Stanford to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that Stanford and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy or performance. Subscriber understands and agrees that Stanford and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.
- c. Third Party Sites: When Subscriber uses the Internet Service and/or accesses Stanford web sites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Stanford provides these links as a convenience and they are not under the control or ownership of Stanford. The presence of a link to any Third Party Site is not an endorsement by Stanford of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third

Party Site. Subscriber's use of any third party site is governed by the various legal agreements and policies posted at that web site.

- d. Subscriber understands and agrees that Stanford does not guarantee that any particular amount of bandwidth on the Stanford network or that any speed or throughput of Subscriber's connection to the Stanford network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Stanford's control, and system failures, modifications, upgrades and repairs.
- e. Subscriber understands that Stanford may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Stanford's Acceptable Use Policy. Subscriber should reference Stanford's [Acceptable Use Policy](#) for additional details.
- f. Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Stanford may employ reasonable network management techniques as identified in Stanford's Acceptable Use Policy and Stanford's Computer and Network Usage Policy.
- g. Subscriber's sole and exclusive remedies under this Agreement are as set forth in this Agreement. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

11. Limitation of Liability/Exclusive Remedy: Stanford's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Stanford of any obligation Stanford may have under this Agreement, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Stanford to Subscriber. In addition, Stanford shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Stanford shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

12. Network Security and Management: Subscriber agrees that Stanford may block traffic to and from any source, as it deems necessary to secure its network and/or eliminate spam. Stanford may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in section 6 of Stanford's Administrative Guide. Stanford may take these actions, with or without notice, in situations where Stanford believes, in its sole discretion that Subscriber may harm the Stanford network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Stanford considers in its sole discretion to be spam. Subscriber agrees that Stanford is entitled to damages if Subscriber is transmitting or is otherwise connected with spam. Subscriber agrees Stanford is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Subscriber agrees to pay Stanford liquidated damages of five dollars (U.S. \$5.00) for each piece of spam transmitted from or otherwise connected with Subscriber's account.

13. Additional Terms for Stanford WiFi: Stanford WiFi supported by the Stanford-provided wireless router ("Stanford Router") is a service available to certain subscribers and provides wireless access to the Stanford Internet Service within the Subscriber's residence ("Home Network"), for which Subscriber may be charged a fee consistent with Stanford's then-current practices. The Stanford Router comes programmed with certain default settings and configurations for the Home Network. Stanford does not guarantee the security of the Stanford Router and Subscriber's connection to the Internet Service via the Home Network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Stanford-provided applications. The Stanford Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Stanford to provide the Internet Service and support, as well as for Stanford's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Stanford shall have access to the network name and password associated with the Stanford Managed Router in order to provide support and diagnostic services. Stanford reserves the right to modify the network name and password for the Stanford Managed

Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Stanford Managed Router is Stanford Equipment.

14. Indemnification: Subscriber agrees to indemnify and hold harmless Stanford, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Stanford related to Subscriber's use of the Internet Service or violation of these Terms of Service, including, but not limited to, claims that Subscriber's use of the Internet Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Subscriber of the Privacy, Computer and Network Usage, or Acceptable Use policy, or any claim resulting from Subscriber's negligence. Subscriber agrees to pay any attorney's fees incurred by Stanford in bringing any action related to the Internet Service or a breach of the terms of this Agreement.

15. General Subscriber Responsibilities and Warranties: Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or user name in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the terms and conditions of this Agreement and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

Subscriber shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for

(i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Stanford's network and other subscribers. For purposes of clarification, Stanford hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

16. Force Majeure: Stanford shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, pandemics, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Stanford, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

17. Amendment: Stanford may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Stanford may notify Subscriber of any such changes by posting notice of such changes on Stanford's website at <https://uit.stanford.edu/service/residential> under "Terms and Conditions," or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Internet Service and notify Stanford that Subscriber is terminating the Internet Service. In addition, this Agreement is subject to change in compliance with applicable law.

18. Entire Agreement: This Agreement shall be posted along with the General Terms and Conditions for Stanford Residential Services at <https://uit.stanford.edu/service/residential> and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warrant made by any agent or representative of Stanford in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend this Agreement or the General Terms and Conditions for Stanford Residential Services.