

### **VIP Networking Acceptable Use Policy:**

Tristar Skyline Medical Center & Tristar Skyline Madison Campus offers this wireless Internet service (the "Service") as a free, public service to its patients, their families and visitors, as well as physicians. Tristar Skyline Medical Center & Tristar Skyline Madison Campus does not guarantee the Service or specific rates of speed.

Employees of HCA or Tristar Skyline Medical Center & Tristar Skyline Madison Campus ("Employees") or contractors are prohibited from using the Service with a HCA provided wireless device, unless approved in advance by HCA or Hendersonville management for a specific business requirement. Employees visiting this location may utilize the Service to establish secure remote access to the network. Employees must adhere to HCA and Tristar Skyline Medical Center & Tristar Skyline Madison Campus Internet policies, standards, and guidelines at all times. If employees are approved to use the service by their management, they have the responsibility to use the Service for business purposes only, and in a professional, ethical, and lawful manner in accordance with HCA and Centennial's Code of Conduct. Violations of HCA or Tristar Skyline Medical Center & Tristar Skyline Madison Campus Internet policies, standards, or guidelines could result in disciplinary action, including employee termination.

All users of the Service agree to the terms of this Acceptable Use Agreement (Agreement) by signing below. Tristar Skyline Medical Center & Tristar Skyline Madison Campus has no control over the information obtained through the Internet and cannot be held responsible for its content or accuracy. The users of the Service may find materials on the Internet which he or she finds offensive or inappropriate. Users are to use the Service at their own discretion. Tristar Skyline Medical Center & Tristar Skyline Madison Campus reserves the right to remove, block, filter, or restrict by any other means any materials that, in Tristar Skyline Medical Center & Tristar Skyline Madison Campus's sole discretion, may be illegal, may subject Tristar Skyline Medical Center & Tristar Skyline Madison Campus to liability, or which may violate this Agreement. Tristar Skyline Medical Center & Tristar Skyline Madison Campus may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime, or civil wrong. Violation of this Agreement may result in the suspension or termination of either access to the Service and/or Tristar Skyline Medical Center & Tristar Skyline Madison Campus's account or other actions as detailed below.

#### **Responsibilities of Service Users:**

1. Users are responsible for ensuring they are running up-to-date antivirus software on their wireless device. Users must be aware that as they connect their devices through the Service they expose their devices to: worms, viruses, trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third-parties.
2. Users must respect all copyrights. The downloading or sharing of copyrighted materials is strictly prohibited.
3. The running of programs, services, systems, processes, or servers by a single user, or group of users that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also not allowed.
4. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a user or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activities are prohibited.
5. Users understand that wireless internet access is inherently not secure, and users should adopt appropriate security measures when using the Service. Tristar Skyline Medical Center & Tristar Skyline Madison Campus highly discourages the conducting of confidential transactions (such as online banking, credit card usage) over any wireless network, including this Service.
6. Users are responsible for their own devices and securing them prior to connecting to the Service.

#### **Limitations of Wireless Network Access :**

1. Tristar Skyline Medical Center & Tristar Skyline Madison Campus is in not liable for any damage, undesired resource usage, or detrimental effects that may occur to the user's device and software while the user has his/her device attached to the Service.
2. The user is responsible for any actions taken from his/her device, whether intentional or unintentional, that causes damages or otherwise affects other devices or users of the Service.
3. The user hereby releases HCA and Tristar Skyline Medical Center & Tristar Skyline Madison Campus from liability for any loss, damage, security infringement, or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.

### **Terms of Service:**

By using the Service, the user agrees to comply with and to be legally bound by the terms of this Agreement. If Tristar Skyline Medical Center & Tristar Skyline Madison Campus 's system or services is unacceptable or becomes unacceptable to the user, the user's only right shall be to terminate his/her use of the Service.

### **Lawful Use:**

The Service may only be used for lawful purposes and in a manner which Tristar Skyline Medical Center & Tristar Skyline Madison Campus believes to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Service shall not be used for the purpose of accessing, transmitting, or storing of material which is pornographic, obscene, libelous or defamatory. Illegal acts may subject violators to prosecution by local, state, or federal authorities.

The User specifically agrees to the following conditions:

- The user will use the Service only as permitted by applicable local, state, and federal laws.
- The user will respect the conventions of the Service and refrain from any actions construed to be negligent or malicious.
- The user will not knowingly send email containing viruses or other malicious or damaging software. The user will run appropriate anti-virus software to remove such damaging software from his/her computer.
- The user will not access web sites which contain material that is grossly offensive to Tristar Skyline Medical Center & Tristar Skyline Madison Campus's community, including clear expressions of bigotry, racism, or hatred.
- The user will not access web sites that exploit the images of children under 18 years of age.
- The user will not access web sites which contain material that defames, abuses, or threatens others.

### **Changes to Service:**

The Service is expected to change from time to time. Tristar Skyline Medical Center & Tristar Skyline Madison Campus reserves the right to change any service offered or the features of any service offered or its system without notice.

**Technical Support:**

Tristar Skyline Medical Center & Tristar Skyline Madison Campus provides limited telephone technical support to users of the Service or a designated technical contact only. Support is available by calling (615) 769-4350.

**Termination and Suspension:** Technical support is not a guaranteed right of using this Service.

Tristar Skyline Medical Center & Tristar Skyline Madison Campus may, at their sole discretion, terminate (or in the case of suspend) the Service at any time with or without reason or notification.

Tristar Skyline Medical Center & Tristar Skyline Madison Campus may take any one or more of the following actions, or other actions not listed, at Tristar Skyline Medical Center & Tristar Skyline Madison Campus 's sole discretion in response to complaints:

- issue warnings: written or verbal
- suspend the user's access
- terminate the user's access
- bill the user for administrative costs and/or reactivation charges, with a minimum administrative cost, if assessed, of \$250 per incident
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

Tristar Skyline Medical Center & Tristar Skyline Madison Campus reserves the right to revise, amend, or modify this Agreement, and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on this website and will be effective immediately.

By Signing this Agreement you acknowledge that you understand and agree to the Acceptable Use Policy.

\_\_\_\_\_  
Company and Facility

x

\_\_\_\_\_  
Print Name

x

x

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date