



## **KAPLAN Wi-Fi Policy**

Welcome to the Wi-Fi offered by Kaplan solely for use by its employees and prospective and enrolled students physically present on Kaplan premises. Your use of our "KAPLAN Wi-Fi" represents your agreement to these terms.

These terms can be modified at any time, and your continued use of the KAPLAN Wi-Fi indicates your acceptance of those modified terms.

### **Availability/Passwords**

Kaplan does not guarantee that the Wi-Fi will be available in all areas of the premises or at all times. Kaplan may modify, suspend or cancel the KAPLAN Wi-Fi at any time for any reason and without notice.

Passwords provided to you to access the KAPLAN Wi-Fi are intended only for the relevant students or staff members and must not be disclosed to or used by any third parties.

### **Acceptable Use**

By using the KAPLAN Wi-Fi, you agree to the following:

- You are a Kaplan employee, enrolled student, or prospective student, using a laptop on the Kaplan premises.
- You will use the KAPLAN Wi-Fi for personal, non-commercial use only.
- You will not use the KAPLAN Wi-Fi in a manner that interferes with Kaplan's ability to offer the KAPLAN Wi-Fi to others.
- You will not use the KAPLAN Wi-Fi to transmit or store improper or unlawful material. "Improper material" means any text, graphic, audiovisual, visual or aural material that:
  - infringes the proprietary rights of another person, including copyright, trademark, patent and rights of privacy and publicity;
  - contains viruses or other destructive programmes;
  - is harassing, embarrassing, sexually explicit, profane, obscene, intimidating, libellous or defamatory; and/or
  - provides false or misleading information, constitutes fraud, or is otherwise unlawful.
- You will not use KAPLAN Wi-Fi to send junk mail, spam, chain letters, pyramid schemes or any similar or fraudulent schemes or any inappropriate form of communications, or collect responses to such communications.
- You will not use the KAPLAN Wi-Fi to violate any laws or to discuss illegal activities.



- You will not impersonate any person or entity, forge headers or otherwise manipulate identifiers in order to disguise the origin of any posting, or collect or store personal data about other users.
- You will never use KAPLAN Wi-Fi to attempt to gain unauthorised access to, or interfere with any computer system, or to damage, or breach authentication or security measures protecting any computer system, including Kaplan's computer system.
- You will immediately comply with any request from Kaplan that you cease any conduct that Kaplan, in its sole discretion, considers a violation of these terms.
- You acknowledge and agree that you are solely responsible for your conduct in using the KAPLAN Wi-Fi, and you indemnify and hold harmless Kaplan and its group companies, subsidiaries, affiliates, officers, agents or other partners and employees from any claim or demand, including legal fees, made by any third party due to or arising out of your use of the KAPLAN Wi-Fi, your connection to the KAPLAN Wi-Fi, your violation of these terms, or your violation of the rights of another.

### **Monitoring**

Kaplan has no obligation to monitor the KAPLAN Wi-Fi, but may do so and disclose information regarding use of the KAPLAN Wi-Fi and your personal information for any reason if Kaplan, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or governmental or legal requests; operate the KAPLAN Wi-Fi properly; or protect itself and its employees, students and customers.

We also may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Kaplan to liability or may violate these terms. Breach of these terms may result in the suspension or termination of either access to the KAPLAN Wi-Fi and/or other actions including suspension or removal from study in accordance with applicable code of conduct.

### **Disclaimer Of Warranties And Limitation Of Liability**

The KAPLAN Wi-Fi is provided on an "as is" and "as available" basis. Kaplan does not warrant that the KAPLAN Wi-Fi will be uninterrupted, error-free or free of viruses or other harmful components. Kaplan is not responsible for any changes you make to your computer's setting as a result of attempting to connect to the services.

You expressly acknowledge that there are security, privacy and confidentiality risks inherent in wireless communications and technology and Kaplan does not make any assurances or warranties relating to such risks and is not responsible for any loss of privacy or data you may experience while using the service.



Kaplan 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 Kaplan or the internet generally. No advice or information given by Kaplan or its representatives shall create a warranty.

Neither Kaplan nor any of its officers, directors, shareholders, employees or other authorised representatives shall be liable for any damages arising out of or in connection with the use or performance of the KAPLAN Wi-Fi, including (without limitation), compensatory, direct, indirect, or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. If you are dissatisfied with the KAPLAN Wi-Fi or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the KAPLAN Wi-Fi.

### **Termination**

Without prior notice, Kaplan may terminate this Agreement, your password or your use of the KAPLAN Wi-Fi, for any reason, including, without limitation, if Kaplan, in its sole discretion, believes you have violated this Agreement or any of the applicable policies. Sections of this Agreement relating to disclaimer of warranties and limitation of liability shall survive termination of this agreement and the KAPLAN Wi-Fi.

References here to “Kaplan” refer to the relevant Kaplan Group Company with which you study or are dealing with.