

**EXHIBIT 1**  
**MINIMUM TERMS OF SERVICE**

Franchisee shall provide terms of service to the User presented on the first screen when User attempts to sign onto the wireless network operated by Franchisee (the “Wireless Network”). Such terms of service shall address age and responsibility of User, device compatibility, network security and liability for misuse or breach of any terms of service.

At a minimum, the terms of service shall include the following:

- 1) General Usage: The Wireless Network shall (i) be used by persons 18 years or older or with permission and supervision of a parent or guardian; (ii) used for lawful purposes; and (iii) be an open, public-access network.
- 2) Security: Franchisee shall provide an option for Users to employ encryption during its use of the Wireless Network. If User does not choose encryption, Users should be made aware, if applicable, that the Wireless Network is not secured, and communications over the network may be subject to interception by unauthorized third parties. User shall be responsible for implementing his/her own security protections while using the Wireless Network; and shall notify the Franchisee if he/she becomes aware of any unauthorized use of the Wireless Network or any other breach.
- 3) Release of Liability by City: The City its employees and agents shall be released from liability including all costs or damages arising, either directly or indirectly, for any of the network user's activities that violate the law (including copyright law). Additionally, User shall hold harmless the City of New York and their employees, agents and licensees, for the loss of any file, data or other information while using the Service, and for any unauthorized access to or utilization by any third party of any of your personal, financial, health or other information; and
- 4) Parental concerns. The Wireless Network is open to anyone, and individual activity and content on the network is not limited, screened or monitored. This means that network Users may access internet sites that may be harmful, graphic or offensive. The network does not filter or block any sites. Network administrators maintain the Wireless Network so that residents and visitors may find all that is offered online in the way of business and research. Adults are expected to regulate their own internet usage and the City or Franchisee is not responsible for policing the internet or for an internet User's activity online. Franchisee upholds and affirms the right of adults to have access to constitutionally-protected materials and means of expression. You agree that the City of New York and the Franchisee are not liable

for any action or inaction with respect to any such content on the Internet accessible through the Wireless Network.

- 5) Prohibited activities: Users may not use the Wireless Network for the commission of harmful or illegal activities, including, but not limited to, the following: (i) Hacking into any system; (ii) Introducing any virus, worm, spyware, Trojan horse or other program or code into any computer, computer system, software or disks; (iii) Any activities intended to aid any crime, including identity theft or credit card theft, and including the exploitation of minors, or child pornography; (iv) violating any applicable laws including, but not limited to federal copyright laws by making unauthorized copies of copyrighted or licensed software, data, entertainment files, text or publications; (v) Downloading, uploading, accessing, streaming, posting, emailing, transmitting or otherwise making available any materials that infringe any patent, trademark, trade secret, copyright or other proprietary rights of any party; (vi) Participating in or committing telecommunications fraud; and (vii) Any activities which will damage, disable, vandalize or otherwise harm computer equipment or software.
- 6) Minimum technical requirements for use of the Wireless Network
- 7) Modifications to Terms: Franchisee may for any reason, and without notice to User, modify or terminate the Wireless Network and these Terms of Use without liability to any user or any third party.