

WiFi Terms and Acceptable Use Policy

The Cincinnati Bengals (including Cincinnati Bengals, Inc. and Paycor Stadium) ("Bengals", "we" or "us") are pleased to offer complimentary wireless networking access (the "WiFi Service") to guests and fans at Paycor Stadium ("Stadium"). All WiFi Service users (referred to as "you") are governed by the following WiFi Terms and Acceptable Use Policy (the "Terms"). Your use of the WiFi Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the WiFi Service.

Access to WiFi Service

The WiFi Service is complimentary and is offered entirely at the discretion of the Bengals. The WiFi Service will provide you with access to the internet via high-speed access points provided at the Stadium. This access is provided via a WiFi network utilizing the 802.11 standard. To access the WiFi Service, you must have a device that is compatible with the specific WiFi equipment available at the Stadium. You are permitted to use the WiFi Service only for your own lawful purposes. You may not in any way distribute, resell, or otherwise provide third parties with access to or use of the WiFi Service.

Security Warning

The insecure nature and ease of connection to public WiFi network hotspots increase the risk that unauthorized parties can access your phone, tablet, laptop, or other device over the WiFi Service network. By using the WiFi Service, you expressly acknowledge and agree that there are significant security, privacy, and confidentiality risks inherent in accessing or transmitting information through the internet, in particular through wireless technology. Your use of the WiFi Service is at your sole risk. You are solely responsible for implementing your own security protections while using the WiFi Service, for the security of your connected device and its contents, and for keeping all of your usernames, passwords, and other security-based information secure and private. We highly discourage you from conducting confidential transactions (such as online banking, credit card transactions, etc.) over the WiFi Service. You agree to hold Bengals harmless for the loss of any file, data, or other information, for any computer viruses or other corruption to your device, for any other damage or detrimental effects to your device, and for any unauthorized access to or utilization by any third party of any of your personal, financial, or other sensitive files or information, related in any way to your use of the WiFi Service.

Disclaimer

Your use of the WiFi Service is AS IS and AS AVAILABLE and the Bengals cannot and do not make any general or specific warranties regarding the security, availability, performance, or other functionality of the WiFi Service. BENGALS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO THE WIFI SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BENGALS MAKES NO WARRANTY THAT THE WIFI SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR CONCERNING THE SECURITY AND SAFETY OF THE SERVICE. BENGALS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE OF THE WIFI SERVICE. No advice or information, whether oral or written, obtained by you from Bengals or its representatives or through or from the WiFi Service shall create any warranty not expressly stated in these Terms.

Modifications to the WiFi Service / Updates to the Terms

Bengals reserves the right to modify, discontinue, temporarily or permanently, at any time, the WiFi Service and these Terms with or without notice. If you do not agree, or do not comply, with any modified Terms, you may not use the WiFi Service. Any changes to these Terms will be posted to www.Bengals.com/WiFi or at such other website as the Bengals may designate, and you should check that page periodically for updates. Your use of the WiFi Service constitutes your binding acceptance to these Terms as they may be modified.

Technical Requirements/Performance Limitations

The WiFi Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. Your device must be in close enough proximity to the WiFi Service access points to achieve connectivity with the WiFi Service network. You understand and agree that temporary interruptions of the WiFi Service may occur and that Bengals will not be liable for such interruptions. The WiFi Service may be subject to external interference, environmental influences, and other factors beyond Bengals' reasonable control, such as network traffic and congestion; performance, configuration, functionality of your device and/or wireless cards; physical obstructions and distance between your device and the WiFi Service network; availability of electric power; collocation failures; transmission and equipment limitations; network failures; scheduled and unscheduled maintenance/repair; and user error. Bengals is not responsible for data lost or misdirected, or any other damages or losses, due to these or other foreseeable or unforeseeable factors. Network speed is an estimate and is not an accurate indication of the speed at which your device or the WiFi Service will operate. Actual network speed and other performance will vary. There is no guarantee of your bandwidth on the WiFi Service. The WiFi Service is not suitable for supporting any application that requires continuous, error-free network connectivity or uninterrupted data flow. Bengals may implement URL filtering or other content filtering services which block access to certain websites or content while at the Stadium, at its sole discretion. Bengals shall not have any responsibility for such content filtering and will not be liable to you or any other party for any acts, omissions, performance, or non-performance related to the content filtering.

Right to Monitor and Manage Network Usage

The Bengals utilize automated processes to monitor and scan communications over the WiFi Services network in order to maintain, repair, and provide the WiFi Services network and related services, improve user experience, and improve integrity of user communications. By using the WiFi Service you agree and give consent to Bengals to collect, use, and store this information. You also consent to Bengals sharing this information with any subcontractors or agents engaged by Bengals to provide any support, administration, or other services related to the WiFi Service, to any company or organization to whom Bengals transfers its responsibilities to provide the WiFi Service, and to government authorities in the event of suspected or alleged crimes or civil wrongdoing. Specifically, but without limitation, Bengals and these authorized third parties may use this information for metrics reports and external marketing and analytics reports demonstrating WiFi Service network usage, such as the number of devices connecting to the WiFi Service network, duration of WiFi Service sessions, and WiFi Service bandwidth utilization. These reports contain aggregate and anonymous data. Bengals does not automatically collect, use, store, or share with any other party personal information that will allow the recipient to specifically identify you, without your consent. Bengals is not responsible for how any third party, including any operator of a website that you access through the WiFi Service, collects or uses your information.

Third Party Materials

Any material downloaded or otherwise obtained through the use of the WiFi Service is done at your own discretion and risk and you will be solely responsible for any damage to your device. Any content accessed through the WiFi Service, unless it is expressly identified as being provided by SMC, is third party content which Bengals has no control over and which is not independently authenticated in whole or in part by Bengals. You agree that Bengals is not responsible in any way for any third-party website content, or the operation of any third-party website accessed via the WiFi Services network.

Compliance with Laws

You may use the WiFi Service only as permitted by applicable federal, state, and local laws, and in a manner consistent with the rights of others. The WiFi 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 WiFi Service shall not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous, or defamatory. Illegal acts may subject you to prosecution by local, state, federal, or international authorities. Bengals reserves the right to report to, and cooperate with, legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing.

Indemnity

You agree to indemnify and hold harmless Bengals and its respective subsidiaries, affiliates, officers, agents, co-branders, and licensors, and the other partners and employees of each, from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of content you submit, post, transmit, or otherwise make available through the WiFi Service network, your use of the WiFi Service, your violation of these Terms, your violation of any laws or rights of another party, or any use of your device whether or not such usage is authorized by you.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE WIFI SERVICE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND DOES NOT IMPOSE LIABILITY OF ANY KIND ON THE BENGALS, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER SIMILAR DAMAGES) ARISING OUT OF OR RELATED TO THESE TERMS OR THE WIFI SERVICE; EVEN IF BENGALS IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

Enforcement

Bengals reserves the right to investigate violations of these Terms, including by gathering information from the user and the complaining party, if any, and examining material on Bengals' servers and network. If Bengals, in its sole discretion, determines that you have violated these Terms, Bengals may take any responsive action that it deems appropriate in its sole discretion without prior notification. Such actions include but are not limited to temporary suspension of access to the WiFi Service, reduction of WiFi Service resources, and termination of access to the WiFi Service. Bengals is not liable for any such responsive action and these actions are not exclusive. Bengals may take any other legal or technical action it deems appropriate.

Choice of Law and Dispute Resolution

OHIO LAW GOVERNS THESE WIFI TERMS AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THESE WIFI TERMS, OR BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, TORT CLAIMS OF ANY KIND, STATUTORY CLAIMS OF ANY KIND OR ANY OTHER CLAIMS FOR RELIEF UNDER ANY OTHER LEGAL THEORIES, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS WITH A PANEL OF THREE (3) ARBITRATORS UNDER ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. SUCH ARBITRATION SHALL ADHERE TO JAMS' MINIMUM STANDARDS FOR ARBITRATION PROCEDURES, REMAIN CONFIDENTIAL, AND BE HELD IN CINCINNATI, OHIO. THE PREVAILING PARTY IN ALL SUCH ARBITRATIONS SHALL BE ENTITLED TO RECOVER ITS ATTORNEYS' FEES AND

COSTS, INCLUDING THE COSTS OF ARBITRATION, FROM THE OTHER PARTY TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTY WAIVES THE RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHTS TO PARTICIPATE IN ANY CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, CONSOLIDATED ARBITRATION, OR ANY SIMILAR PROCEEDING, WITH RESPECT TO ALL CLAIMS HEREUNDER. IF HOLDER DOES NOT CONSENT TO THESE TERMS, HOLDER MUST NOT UTILIZE THE WIFI SERVICE.