

## Internet Acceptable Use Terms

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### Internet Terms

The Internet Acceptable Use Terms (the “Internet Terms”) apply to all guest users (“Guests”) of Prudential’s Internet access provided via Prudential’s wireless or wired network infrastructure (“Internet Access”). Prudential provides Internet Access to Guests as a convenience while Guests (1) visit Prudential premises, or (2) perform services for Prudential. To gain Internet Access, Guests must, as applicable, provide their own WiFi-enabled or Ethernet-compatible access devices (e.g., laptops, PDAs, smartphones) and associated software (collectively, “Access Devices”), unless a Guest has made arrangements (in advance of his or her visit) with Prudential to use, on a temporary basis, Prudential-provided Access Devices. If Prudential provides a Guest with an Access Device, the Access Device is deemed part of the Internet Access for purposes of the Internet Terms.

**Acceptance of the Internet Terms prior to obtaining Internet Access is a condition of your receiving Internet Access, and your use of the Internet Access constitutes acceptance of the Internet Terms. Prudential reserves the rights to amend, alter, or modify the Internet Terms at any time with or without notice to you or other Guests.**

### Prohibited Uses

As a Guest, you agree to use the Internet Access only for lawful purposes and in conformance with the Internet Terms and Prudential’s Internet Use and Global Social Media Policies. When using the Internet Access, you shall not engage in any unlawful or otherwise improper conduct. You must act reasonably and observe commonly accepted practices of the Internet community. The following specific activities are prohibited under the Internet Terms:

- Violating any law or regulation, including export control laws;
- Posting or transmitting content you do not have the right to post or transmit;
- Posting or transmitting content that infringes Prudential’s or any third party’s trademark, patent, trade secret, copyright, publicity, privacy or other right;
- Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, pornographic, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined by Prudential in its sole discretion;
- Attempting to intercept, collect or store data about, or communications by, third parties without their prior express consent;
- Deleting, tampering with or revising any material posted or stored by any other person or entity;
- Attempting to probe, scan or test the vulnerability of any system or network or to breach security or authentication measures;
- Sending unsolicited commercial messages, including without limitation, promotions or advertisements for products or services, “pyramid schemes”, “spam,” “chain mail” or “junk mail” (collectively, “SPAM”);
- Collecting responses to SPAM;
- Accessing any other person’s computer, network, software or data without that person’s knowledge and consent; breaching the security of another user; or attempting to circumvent the user authentication or security of any host, network, or account; this includes, but is not limited to, accessing data not intended for you, logging or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;

- Using or distributing tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, Trojan Horse programs.
- Using network probing or port scanning tools; unauthorized port scanning for any reason, is strictly prohibited;
- Regardless of intent, purpose, or knowledge, restricting, inhibiting, or otherwise interfering with the ability of another person to use or enjoy the Internet Access, including without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- Sending altered, deceptive or false source-identifying information;
- Impersonating, obfuscating or misrepresenting your location, identity, or affiliation with any person or entity;
- Initiating, perpetuating, or in any way participating in any pyramid or other illegal soliciting scheme;
- Participating in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Transmitting or requesting transmission of any content or other data communication that (1) threatens the normal and continual performance of the hardware, software, systems, or networks (including interconnected networks) used to provide or operate the Internet Access or (2) would give rise to a violation of Prudential's obligations (including third-party acceptable use policies) under any of its agreements with one or more of its Internet service providers; and
- Assisting or enabling any person or entity to engage in conduct that would constitute a violation of the Internet Terms but for the fact that such person or entity is not subject to the Internet Terms directly.

### **Copyright and other Intellectual Property**

U.S. Copyright law (Title 17, U.S. Code) prohibits the unauthorized reproduction, performance, display, or distribution of copyrighted materials. You may not copy, perform, display or distribute electronic materials (including electronic mail, text, images, programs, or data) without the explicit permission of the copyright holder. You also may not circumvent technical measures used to protect copyrighted material (or traffic in such countermeasures), and you may not tamper with copyright management information pertaining to copyrighted material. Any responsibility for the consequences of copyright infringement or violation any other copyright-related laws arising out of your use of the Internet Access lies solely with you, and Prudential expressly disclaims any liability or responsibility resulting from such use.

You are similarly prohibited from infringing or misappropriating the patents, trademarks, trade secrets or other intellectual property rights of Prudential or any third party in connection with your use of the Internet Access, and you assume full responsibility and liability for the consequences of any such misappropriation or infringement.

If we are notified that you are engaged, or we believe that you are engaged, in any act of infringement or misappropriation of any copyright or other intellectual property rights, including multiple acts of infringement, Prudential reserves the right to terminate or suspend use of the Internet Access at any time with or without notice to you or any other affected Guest.

## **Violations of the Internet Terms**

Prudential accepts no responsibility for monitoring, filtering or blocking (or failing to monitor, filter or block) the content, data or other communications transmitted or received via the Internet Access by you or any other Guest using the Internet Access. In our efforts to promote good citizenship with the Internet community, however, Prudential reserves the right to take actions (with or without notice to you or other affected Guests) that it, in its sole discretion, deems appropriate to (a) prevent violations of the Internet Terms or misuse of the Internet Access or (b) to respond to, and correct, any violations of the Internet Terms or misuse of the Internet Access by you or any other Guest when we become aware of any actual or suspected violations of the Internet Terms or inappropriate use of the Internet Access. Our preventative or corrective actions may include (without limitation) immediate (temporary or permanent) filtering or blocking of your content or communications, suspending or terminating your access to the Internet Access, or taking such other actions that Prudential, in its sole discretion, determines are necessary under the circumstances. You hereby provide your consent to allow Prudential (or its designee) to monitor, filter, and store the content and other communications you transmit or receive via the Internet Access, all for the limited purpose of policing and enforcing compliance with the Internet Terms.

## **Indemnification**

You agree to indemnify, defend and hold harmless Prudential and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys fees) resulting from your action(s) or inaction(s) in violation of the Internet Terms.

## **Cooperation with Law Enforcement**

Prudential may, in its sole discretion, cooperate with law enforcement agencies investigating claims of illegal activity involving use of the Internet Access. Such cooperation may include, without limitation, providing law enforcement agencies and personnel with access to the Internet Access to enable them to monitor or record data transmitted or received by you via the Internet Access.

## **Privacy and Security**

You are solely responsible for the confidentiality and privacy of your content and data, and the security of your Access Devices. Prudential is under no obligation to provide any security or privacy protection measures for your benefit or for the benefit of any other Guest.

## **Disclaimer of Liability**

**PRUDENTIAL EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY ARISING FROM THE INTERNET ACCESS OR INFORMATION OBTAINED THROUGH THE INTERNET ACCESS. IN NO EVENT SHALL PRUDENTIAL HAVE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF DATA, INCOME, PROFITS OR SAVINGS, BY YOU, OTHER GUESTS OR THIRD PARTIES, EVEN IF PRUDENTIAL HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. THE INTERNET ACCESS IS PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND FROM PRUDENTIAL, AND PRUDENTIAL EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY AND ANY OTHER WARRANTIES IMPLIED BY LAW.**

## **Reporting Abuses**

Please submit any complaints regarding suspected or actual violations of the Internet Terms or other misuses of the Internet Access to Prudential's High Tech Investigations Department at (973) 802-5732. Any technical difficulties in accessing or using the Internet should be reported to the Corporate Technology Management Helpdesk by calling 888-778-7789.