

Bank OZK Guest Wi-Fi Terms of Service and Acceptable Use Policy

Bank OZK is offering this guest Wi-Fi service (the “Service”) according to this Guest Wi-Fi Terms of Service and Acceptable Use Policy (the “Policy”) as a free, non-public service to Bank OZK visitors for the duration of their official visit. All users of this Service (“Users”) must agree to these terms by clicking the Acceptance/Connection button. Bank OZK does not guarantee this Service or specific rates of speed. Additionally, Bank OZK does not have control over information obtained through the Internet and can not be held liable for its content of accuracy. Use of this Service is subject to the User’s own risk. Bank OZK reserves the right to remove, block, filter, or restrict, in our own discretion, material that may be illegal, may subject us to liability, or may violate this Service. Bank OZK will cooperate with legal authorities and/or Third Parties in the investigation of any suspected of alleged crime or civil wrongdoing. Violations of this Policy may result in the suspension or termination of access to the Service or other resources, as further detailed below.

Responsibilities of Service Users:

Users are responsible for ensuring that they are running up-to-date anti-virus software on their wireless devices. Users must be aware that, as they connect to the Service and utilize the Internet, they expose their devices to malware and other malicious tactics commonly found on the Internet. Users must respect all copyrights and downloading or sharing copyrighted material is strictly prohibited. Additionally, the running of programs, services, systems, processes, or servers that may substantially degrade Bank OZK network performance or accessibility will not be allowed.

Limitations of Wireless Network Access:

Bank OZK is not liable for any damage, undesired resource usage, or detrimental effects that occur to the User’s device and/or software while the User’s device is connected to the Service. The User hereby release Bank OZK from liability of any loss, damage, security infringement, or injury in which the User may sustain as a result of utilizing the Service. The User agrees to be solely responsible for any such loss, infringement, damage, or injury.

Privacy and Security:

Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and Bank OZK is not liable to the User or any other party for any lack of privacy the User experiences while using the Services. If the User accesses the Services, the User understands that others may be able to see and observe the User’s use of the Services. The User understands that the wireless technology is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. The User agrees that he or she is responsible for providing security measures that are suited for his or her intended use of the Services. For example, the User shall take full responsibility for taking adequate measures to safeguard his or her data from loss.

Terms of Service:

By selecting the Acceptance/Connection button, the User agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the User, the User’s only right shall be to cease using the Service.

Lawful Use:

The Service may only be used for lawful purposes and in a manner in which Bank OZK believes to be consistent with the rights of other Users. The Service shall not be used in a manner in which it would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of a person or entity. The Service will not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous, or defamatory. Illegal acts may subject Users to prosecution by local, state, federal, or international authorities. Bank OZK may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.

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User Specifically Agrees to the Following Conditions:

The User will use the Service only as permitted by applicable local, state, federal, and international laws. The User will refrain from any actions that Bank OZK may consider to be negligent or malicious. The User will not send email containing viruses or other malicious or damaging software. The User will run the appropriate anti-virus software. The User will not utilize the Service to access material that is grossly offensive, including clear expressions of bigotry, racism, or hatred. The User will not leverage this Service to access sites containing material that defames, abuses, or threatens others.

Changes to Service:

Bank OZK reserves the right to change the Service offered, the features of the Service offered, the terms of this Policy, or its systems without notice to the User.

Indemnity:

The User agrees to hold harmless and indemnify Bank OZK, its officials, representatives, employees, agents or affiliates from and against any third-party claim arising from or in any way related to use of the Service, including any liability, damages or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

By selecting Acceptance/Connection, you acknowledge that you understand and agree to this Policy.

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