



ALPS

Student Handbook

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Welcome to ALPS Language School!

Welcome to ALPS Language School! We are happy to have you.

ALPS was established in 1992 in the Capitol Hill area of Seattle. We provide high-quality English language instruction to improve English fluency for our students in a welcoming and comfortable learning environment.

We proactively help non-English speakers adapt to life in America and uniquely in the Pacific Northwest. We help short-term visitors and long-term residents learn English quickly so that they can achieve their goals and integrate into the Seattle community.

This handbook provides you with the information you need to make the most of your time at ALPS.

Mission Statement

ALPS Language School provides opportunities for students from diverse countries and cultural backgrounds to improve their English language skills to meet academic, professional and personal goals.

We deliver high-quality English language instruction through a flexible course structure taught in small group classes, with emphasis on building the skills it takes to communicate effectively in today's world.

Staff, Location, and Business Hours

Meet the Administrative Staff

Peter Hauge, Director



Alisse Cassell, Director of Admissions



info@englishintheusa.com

Audra Lord, Academic Director



academic@englishintheusa.com

Melissa Lettis, Manager of Student Affairs



register@englishintheusa.com

School Address and Contact Information

ALPS Language School
430 Broadway E.
Seattle, WA 98102 USA

T: (206) 720-6363

E: info@EnglishInTheUSA.com

Website: www.EnglishInTheUSA.com

School Business Hours

Open: Monday to Friday 8:30 am to 5:00 pm

Closed: School holidays

School Holidays (no class)

ALPS is closed on these American national holidays:

New Year's Day (January 1)

Martin Luther King Jr. Day (January 21)

President's Day (February 18)

Memorial Day (May 27)

Fourth of July (July 4)

Labor Day (September 2)

Thanksgiving Day (November 28)

Christmas Day (December 25)

2019 Additional School Holidays:

Monday, December 31 (2018)

Friday, November 29

Thursday, December 26

Session Dates

ALPS sessions are 4 weeks long. You can study for one session (4 weeks) or many sessions! Students can also study for one or two weeks (a partial session). Please talk to the Director of Admissions if you have questions.

GENERAL SESSION CALENDAR

Week	Mon	Tues	Wed	Thurs	Fri
1	Orientation Day	First day of class	Class	Class	Class
2	Class	Class	Class	Class	Class
3	Activity Day	Class	Class	Class	Class
4	Class	Class	Class	Class	Last day of session

The first day of each session is Orientation Day for new students. The new session's schedule is emailed to students in the afternoon.

One Monday of each session is usually an activity day.

1 ALPS period = 50 minutes of class time + a 10 minute break. Intensive classes are 2 periods.

Sessions that include school holidays have fewer days of class.

Starting Out at ALPS

Enrollment Agreement

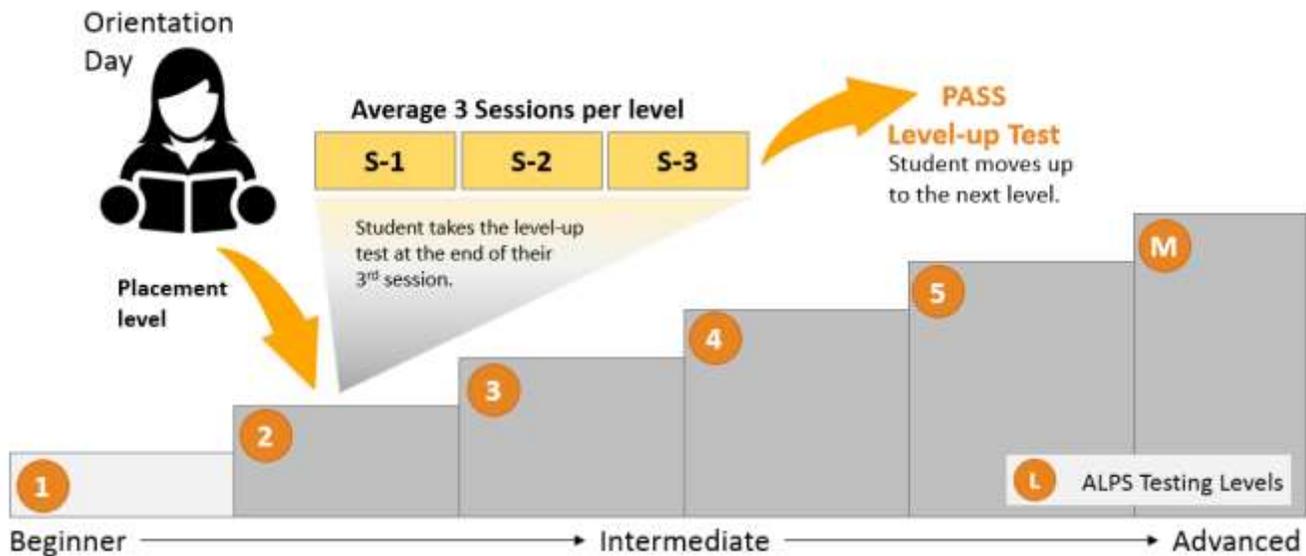
All new students must sign the Enrollment Agreement before they start to study at ALPS. This is a legal document about your enrollment that has the rules and policies that you will follow during your whole study time at ALPS. If you take a break from ALPS for more than one full session, you will need to sign a new Enrollment Agreement before you start

studying again. **Contact information:** If any of your contact information changes (address, e-mail address, or phone number) you must tell the Manager of Student Affairs within 5 days of the change.

Placement Level Testing

If you are taking a group class, you will take placement tests on or before your first day of class to make sure that your classes are the right level for you. ALPS has six student placement levels, and students usually take three sessions to complete one level. If you feel that your level is very easy or very difficult for you, talk to the Academic Director during your first week of class. In most cases, the schedule can't be changed after Friday of Week 1.

Students who take a break from ALPS for any reason for more than 1 full session complete new placement testing before resuming studies.



How long will it take me to become fluent in English?

Different students need different amounts of time to complete their study goals. It depends on your level when you begin studying, your English goal, how many hours of class you are taking, and how much English you practice outside of ALPS. Come talk to our Academic Director if you want advice about how to speed up your learning.

Moving up to the Next Level

Students study in the same level in Intensive Speaking & Listening and Intensive Reading & Writing until they take and pass the level-up test. You must take the level-up test after three sessions in a level, and if you pass, you move up to the next level. Ask your teacher what you need to study to pass the level-up test. You can take the level-up test earlier if your teacher approves it.

Some students need more time in a level and they can repeat an entire three-session level without repeating course material. Students who do not pass the level-up test can meet with the Academic Director to develop a personalized learning plan to help them progress with their English abilities.

Session Registration

If you want to continue studying at ALPS for the next session, you need to register. Before the end of Week 3 in the session, make sure you:

1. Tell the Manager of Student Affairs:
 - A. the class combination or package choice you would like
 - B. your class preferences and any other requests

2. Pay your session fees* if you did not pay in advance

* A guaranteed payment arrangement such as a government scholarship may be accepted as payment in full

A new schedule is made on the first day of each session, so you will probably have different classes and different teachers each session.

Paying for Your Books

If you take an Intensive (2-period) class, you will receive a class book or books for you to write in and take home. The price of the book(s) depends on your level and the class. You will be able to pick up your invoice for your books on the first day of the session, and you need to pay for your books during your first week of class or there is a late fee.*

* See current fee list

One-period classes have books and materials that you will use in class, but please don't write in them or take them home.

Surveys at ALPS

When you first start at ALPS, you will take a New Student Survey. This will help us understand what you want in your English classes better. When you finish your first session, you'll get an End of First Session survey. Finally, when you complete your time at ALPS, you will be sent an Exit Survey. Please take these surveys so we can make ALPS a better school for you and other students.

Student Files

Students have the right to request to see their student file. The school will allow the student to see their file within one working day of the request. ALPS does not release information in the student files without the written consent of the student except in the case of an emergency or by law.

Certificates of Completion & English Proficiency

If you have any questions about the following ALPS certificates, please ask the Academic Director.

ALPS Certificate of Completion

To receive an official ALPS Certificate of Completion, students need to fulfill the following requirements:

- Complete 3 sessions at ALPS level 5 or Master's Intensive Speaking & Listening
- Pass their final session classes with a minimum of 75% for academic points in each class and an 80% or better cumulative attendance rate
- Achieve a minimum score of 69 on the CaMLA EPT Exit Test

ALPS Certificate of English Proficiency

Students who complete their final full session at ALPS will receive an official ALPS Certificate of English Proficiency on the final day of the session. The CEFR level listed on the certificate is based on the student's mandatory CaMLA EPT Exit Test result and the equivalent ALPS level. Students who drop their classes will not receive an ALPS Certificate of English Proficiency.

ALPS Level	CEFR Level
0	A1
1	A1
2	A2
3	B1
4	B2
5	C1
M	C1

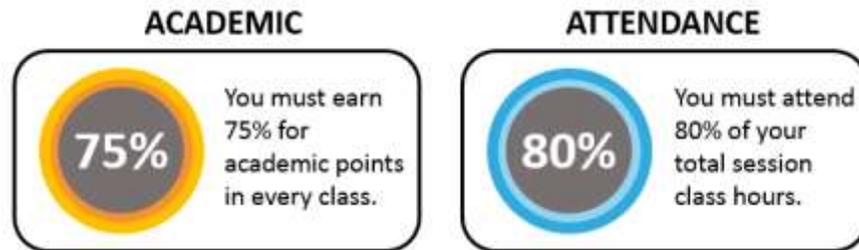
Students who will complete their partial-session program should request an Exit Test and ALPS Certificate of English Proficiency from the Manager of Student Affairs at the beginning of their final session.

Satisfactory Academic Progress

To continue studying at ALPS, you must pass your classes and your level-up (progress) tests. This is called Satisfactory Academic Progress. Students who fail to show Satisfactory Academic Progress for three consecutive sessions will be expelled (asked to leave ALPS).

Passing Your Classes

You must meet the academic and attendance standards. Students who study for less than a 4-week session do not pass or fail.



To pass each group class, you need to earn a grade of at least 75%. You earn academic points in all group classes but there are no academic points in private classes.

Academic points are earned for the following in each daily group class in a session:

1. Participating in class - 40 points
2. Homework – 30 points
3. Final assessments at the end of the session – 30 points

To pass for attendance, you must attend 80% or more of your total session class hours. For example, if you are studying a total of 76 hours in a session, you must attend at least 61 hours of class to pass for attendance for the session.

- If a student arrives 5-15 minutes late to class, they are marked late for that period. Two 'lates' equals one period of absence.
- Students who come to class more than 15 minutes late are considered absent for that period.
- Students leaving class early will receive the same penalties as those arriving late.
- If a student is absent, they can make up homework missed while they were absent.
- The student has the same number of days that they were absent to turn in the homework. The student is responsible for asking their teachers about the homework and submitting it on time.
- If a student is scheduled for a level-up test (usually Tuesday of Week 4) and is ill and misses their test, they can request a make-up test from the Academic Director if they have a doctor's note that shows they were ill on the level-up testing day.
- There is a fee for this test*, and the Academic Director will schedule the student's make-up test for the following Monday or Tuesday (Week 1). There is no rescheduling of this test.
- There are no make-up classes for students who are absent.

**See current price list for in-person testing fee.*

English-Only Policy

ALPS is an English-only school. This is a very important rule. We want all our students to feel comfortable, learn English quickly, and make new friends easily. Everyone must speak only English at all times in the school (even in the halls and kitchen) and on activities. Thank you for making ALPS a welcoming, friendly place for all students.

Activities

Our activities program is an important part of your experience at ALPS and in Seattle! You should go on the trips to:

- get more hours of practice speaking and listening to English
- meet new people
- see new places and learn about them

A teacher or substitute teacher leads the activity, and all ALPS activities are English-only. See the Activities Board for the latest activity information or contact the Manager of Student Affairs.

Borrowing Student Laptops and Learning Materials

ALPS has a set of laptops for use in classes and by students. You can borrow a laptop if you have paid the technology fee for the session and the laptops are not in use by a class. Ask at the front desk to borrow one. We also have a library of books, DVDs, etc. for students to borrow and use in the school. Ask your teacher or at the front desk to borrow materials.

Accommodations and Homestays

ALPS has information about different organizations that arrange homestays and other housing options. Please check our website, the Housing Board in the school, or ask the Director of Admissions.

Cancellation and Refund Policy

ALPS Language School Cancellation and Refund Policy

General Terms of Refund

For students who have paid tuition and cannot begin classes or cannot continue classes, ALPS Language School will make a refund if 1) the student does not attend classes or 2) the last date attended is on or before the student's 9th day of scheduled class. There is no refund if the student's last day of class is on or after the student's 10th day of scheduled class.

Days attended are calculated as the first day of scheduled class until and including the last date of attendance. Refunds are calculated on a prorated daily basis after the last date of attendance. For prorating a refund, school holidays (as specified in the Student Handbook) will be calculated as class days. Refunds will be made within 45 days of the last date of attendance or the notice of withdrawal or the date of termination, whichever is earliest.

When a recruiting agency is used, ALPS reserves the right to make the refund through the recruiting agency.

Deductions from refunds

- Any fees paid by ALPS to a recruiting agency are subtracted from refunds.
- The application fee and other fees are non-refundable unless otherwise stated on each session invoice.

Refunds prior to start of classes and refunds for program cancellation

ALPS will give a student a 100% refund of tuition and refundable fees if 1) the student cancels their classes on or before their first day of scheduled class, 2) the student never attends their classes, or 3) ALPS Language School cancels a student's program or classes.

For a student studying for a full 4-week session, the following table shows the prorated refund percentage based on each last day of attendance.

If the student's last day of attendance is	The student will get back this percentage of tuition and refundable fees:
Week 1 of the session	
Monday - Orientation Day	100%
Tuesday	100%
Wednesday	88.89%
Thursday	83.33%
Friday	77.78%
Week 2 of the session	
Monday	72.22%
Tuesday	66.67%
Wednesday	61.11%
Thursday	55.56%
Friday	50% - Last day for any refund -
Weeks 3 & 4 of the session	
No Refunds	0%

Class Cancellation Policy

In case of excessive snow, ice or other conditions which make it unsafe to travel to school, or for the school to be open to students, the director may cancel classes. There may be 1 OR 2 days of cancelled classes in a session that are NOT MADE UP OR REFUNDED. If there are more than 2 days of cancelled classes in a session, the director may choose to have

classes missed made up on weekends or evenings, or the director may choose to refund a prorated portion of the tuition.

When it snows, you should call ALPS at (206) 720 - 6363 by 7:00 am and listen to the voice mail greeting. There will be a message saying if the school is open, closed, or will open late.

Adjusting to Life in the U.S.

Coming to live in a different country is exciting, interesting and sometimes difficult. It is normal and common for people to experience some discomfort (called “culture shock”) as you adjust to life in a new culture. Often, it does not happen immediately, but after you have been here for a while. Knowing what to expect can help you deal with culture shock.

When you first arrive the US, you might feel excited. After some time, you might begin to feel frustrated about the differences you notice in American culture from their own culture. It is very normal to experience these negative feelings for a time until you adjust and become more comfortable. Also, you may experience a similar feeling when you go back to your home country. This “reverse culture shock” is also a normal experience.



If you’re finding it difficult to adjust to life in the US, here are some tips:

- Stay healthy, both mentally and physically. Keep in touch with old and new friends and family, do exercise, eat healthy food, and do activities that are fun with other students and Americans. You will feel less alone and you will enjoy your free time more.
- Ask about anything that seems confusing or

frustrating. The more you understand about why things are the way they are in America, the more confident you will feel.

- Focus on the positive things in America that you enjoy.

You can always talk to your teachers or the office staff if you are not feeling well and you want help or advice.

Health and Safety

Health

If you are sick, call or email the school and let us know that you will not be coming to class.

- You should only go to the emergency room of the hospital if it is an emergency.
- Go to a clinic for non-emergencies. You can come to the ALPS office if you need help finding a doctor. You will pay approximately \$40-\$120 for a doctor's office visit. When you go to your appointment, take your medical insurance card, and any medicine you are currently taking.
- Explain your problem to make an appointment.
- A pharmacist can also help you understand over the counter medicines based on your symptoms.

Insurance for Medical Coverage

F-1 visa students who have an I-20 from ALPS Language School are required to have medical insurance, and by enrolling, students guarantee that they have valid medical insurance for their time at ALPS. Students who do not have valid

medical insurance on their first day of study may purchase medical insurance through ALPS on Orientation Day. Please see the Manager of Student Affairs with questions about the medical insurance.

Safety

Seattle is safer than most cities.

- **9-1-1** is the emergency phone number. Call it if you are in an emergency situation where someone might die. This is a free call to request the immediate help of the police, firefighters, or an ambulance. Be prepared to tell the person the address where you are located, and what is happening.
- **206-625-5011** is the Seattle Police Department.
- Be aware of your surroundings and trust yourself. Do not feel embarrassed to leave an uncomfortable situation. Be careful with your belongings (backpack, wallet, purse, cell phone etc.).
- In the U.S, it is not common to carry much cash, and it isn't common to pay with \$50 or \$100 bills.

Transportation and the ORCA Card

Using Public Transit

Many ALPS students use the public transit system to get around Seattle and the surrounding area. Use the [King County Trip Planner](#) website or Google Maps to plan your trip. It will recommend the best form of public transit and give you trip times.

We recommend that you get an ORCA Card if you will take public transportation. An ORCA Card is an electronic payment system that allows you to conveniently use one card to ride the bus, light rail, train or ferry.

You can also pay in cash, but you must have exact change for bus travel. If you overpay, you will *not* get change back.

How to get an ORCA Card

There are several ways to get your ORCA Card. The simplest way is to purchase one at the QFC Customer Service desk directly opposite ALPS. For other ways, visit www.orcacard.com

Public Transport Stops Near ALPS

Capitol Hill Link Light Rail Station—5-minute walk along Broadway to the school

Buses 49, 60, 9— stop outside the school

Buses 8, 10, 43— stop at Capitol Hill Link Light Rail Station

Seattle Streetcar— stop at Capitol Hill Link Light Rail Station

Travelling by bus

If you have a question about your journey, ask your bus driver. Most bus drivers are kind and helpful. Ask your bus driver to speak slowly if you do not understand the answer.

Parking

ALPS does not have parking for students or staff. There is pay parking in the [Broadway Market Parking Garage](#) across the street (accessed from East Harrison St) and on-street pay parking in the area. There is free street parking within a couple of blocks of ALPS. Be sure to read all signs carefully before parking. You can use the [Seattle Parking Map](#) to see the parking rules about each street.

Visa, Passport, & Travel Information

DO NOT ASK YOUR TEACHER OR FRIENDS FOR ADVICE ON IMMIGRATION MATTERS.

It is your responsibility to understand the rules of your visa and to stay in status. If you are out of status, you are in the U.S. illegally and need to take immediate action. Please see the Director of Admissions with questions about your passport, visa, travel, or other immigration matters.

Students with tourist visas, visitor stamps, or other visas do not follow the same rules as F-1 students and may choose to study part-time or take a break from studying at any time.

If you lose your passport or I-20 (F-1 students only), inform the Manager of Student Affairs immediately.

Documents

- **Passport:** You must have a passport that is valid for at least six months into the future. If your passport will expire, you must get a new one. Ask the Manager of Student Affairs for a list of consulates and embassies where you can get a new passport. Report any lost or stolen passport to the police and apply immediately for a new one.
- **I-20:** All F-1 students should have a valid SEVIS Form I-20. Keep all the I-20 forms you are issued.

Travel Outside the U.S.

We recommend that all students on any type of visa consult the Manager of Student Affairs if they plan to leave and re-enter the U.S. while they are studying at ALPS. You may need a visa to travel to another country (even Canada). If you have an F-1 visa, you must have a recent travel signature of a Designated School Official [DSO] on Page 2 of your I-20.

Immigration Rules for F-1 Visa Students

Staying in Status with your F-1 Visa

To stay in F-1 visa status, make sure to follow these rules:

- Study full-time and make Satisfactory Academic Progress. ***Students who need more time to complete their goals at ALPS may only extend their ALPS I-20 if they are making Satisfactory Academic Progress.***
- Do not take a break from studying without permission.
- Do not let your SEVIS I-20 Form expire.
- Inform the Manager of Student Affairs of any change of address within 5 days.
- Do not work.

Completing Your Program and the 60-Day Grace Period

F-1 students who successfully complete their program at ALPS by studying full-time until their I-20 Program End Date can stay in the U.S. for 60 days to prepare to return to their home country or transfer to a new school.

Official Annual Vacation

An Official Annual Vacation is when an F-1 student in the U.S. has permission not to study full-time for one-session and plans to return to studying at ALPS full-time after the vacation. F-1 students must study 7 consecutive (without a break) sessions at ALPS to qualify for a 1 session (4-week) Official Annual Vacation. An Official Annual Vacation may be taken only one time per year. The beginning of the year is considered the Program Start Date of your original I-20. Students must register and pay for the return session before taking a vacation. Students must meet with the Manager of Student Affairs to find out if they are eligible (and to request permission) for an Official Annual Vacation.

Home Country Leave of Absence

Returning to the student's home country is not considered an Official Annual Vacation. Students can take a Home Country Leave of Absence, for up to five sessions, at any point during their study at ALPS. Students must provide flight information from and to the US and pay for their return session before being approved for a Home Country Leave of Absence. Students must meet with the Manager of Student Affairs to arrange a Home Country Leave of Absence.

Students who take a break from ALPS for any reason for more than 1 full session complete new placement testing before resuming studies.

Breaks of More Than 5 Months

If more than five months has passed between their last day of study and their next start date of study, students need to submit a new application to the Director of Admissions for a new SEVIS number and a new I-20. Students who take a break from ALPS for any reason for more than 1 full session complete new placement testing before resuming studies.

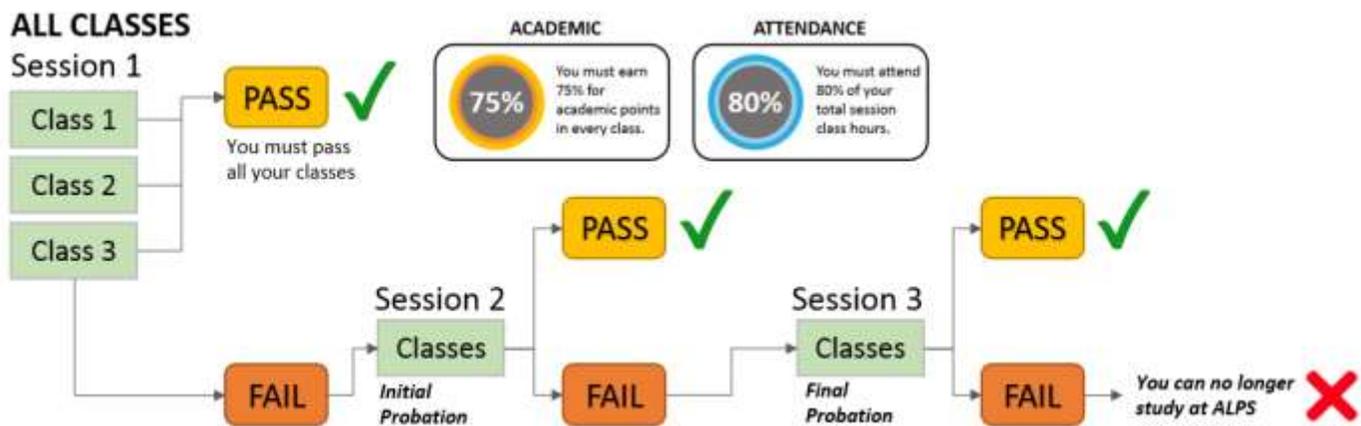
Student Code of Conduct

ALPS is an adult education school. Our Student Code of Conduct outlines the expected standard of behavior for students. In general, it is expected that as a student you will:

- Be responsible for your study program (Satisfactory Academic Progress)
- Treat staff and fellow students courteously at all times including speaking only English at all times
- Maintain reasonable standards of hygiene and clothing
- Take reasonable care of ALPS property, equipment, and facilities

Probation

If you don't make Satisfactory Academic Progress or follow the Student Code of Conduct, ALPS has a probation (warning) system. There are two levels of probation: initial probation (first warning) and final probation (final warning).



Academic Probation

If a student earns fewer than 75% academic points in any full-session group class, they will be placed on *initial academic probation* the following session. If they fail to earn 75% for academic points in any group class that session, they will be placed on *final academic probation* the next session. If the student fails to earn 75% for academic points in any group class when they are on final probation, they will be *expelled* from ALPS, and the I-20 of an F-1 student will be terminated.

Note: Students who take a break from ALPS for more than 1 session are not placed on academic probation for their return session.

Attendance Probation

If a student attends less than 80% of their total class hours in any session, they will be placed on *initial attendance probation* the following session. If they fail to attend 80% of their total class hours that session, they will be placed on *final attendance probation* the next session. If the student fails to attend 80% of their total class hours when they are on final probation, they will be *expelled* from ALPS, and the I-20 of an F-1 student will be terminated.

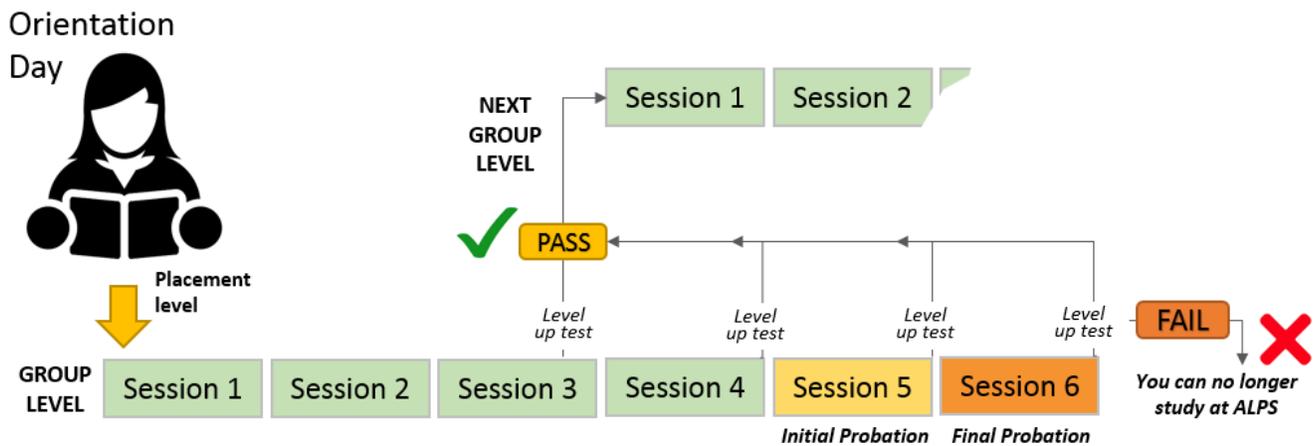
Note: Students who take a break from ALPS for more than 1 session are not placed on attendance probation for their return session.

Note: If a student is absent from all classes for 30 consecutive calendar days without first withdrawing from classes, the student will be expelled from the school.

Level-up Probation

Students who do not pass the level-up test for Intensive classes at the end of their 3rd session at a level can study at that level for an additional 3 sessions without consequence. At the end of the 4th session, they will take the level-up test again. If they pass, they will move up to the next level.

If they fail to pass the level-up test after their 4th session, they will be placed on initial level-up probation in their 5th session at the same level. If they fail to level up while on initial probation, they will be placed on final level-up probation for their 6th session at that level. If they fail to level up while on final probation, they will be expelled from ALPS.



Student Behavior Probation

A student's behavior must conform to our Student Code of Conduct while attending classes or school events. Students can be placed on Behavior Probation or be immediately expelled from ALPS if they: behave in a way that is dangerous or threatening to the safety or well-being of other people, disrupt or disturb the learning environment of classes or ALPS events, cheat or plagiarize on school tests or assignments, fail to maintain personal hygiene, or behave in any other way that is judged inappropriate by the ALPS administration.

Probation Contract

When a student is placed on probation, they are notified of their probation status in an email from the Manager of Student Affairs and also on a publicly-posted Probation List on the Student Notices board. They are presented a probation contract by the Manager of Student Affairs that states the type of probation, the reason why they are on probation, and what must be done to satisfy the probation. The student and the Manager of Student Affairs sign the contract.

Appealing Probation

Students can appeal their probation by filing a Probation Appeal form with the Academic Director **no later than Final Friday of the current session**. Students must provide evidence to document their reason(s) for appealing probation. Additionally, they must meet with the Academic Director and complete a learning plan. Students who submit an appeal will be notified whether their appeal is approved via email by 5 PM on Orientation and Placement Testing Day of the next session.

Expulsion of Students

A student who is expelled can usually complete the current session but cannot register for a new session.

Complaints

Students who have a complaint about school policies, classes, or staff should speak directly with the staff member first. If this does not solve the problem, students can make a written complaint to the Director. Students who feel the matter has not been adequately resolved have the right to file a complaint with the Accrediting Council for Continuing Education and Training. See the Director for contact information.

Appendix 1: Wi-Fi Network Service Terms of Use

As part of your paid enrollment in classes at ALPS Language School (“ALPS”), you are provided with access to the ALPS Wi-Fi network (the “Service”), for the purposes of accessing the Internet from your personally owned device while on the ALPS premises.

This Terms of Use agreement (“Agreement”) sets forth the legally binding terms for your use of the Service. This Agreement is a legally binding agreement between you (the individual using the Service) and ALPS. By proceeding to connect to the Service, you agree to be bound by the terms and conditions of this Agreement and to respect and abide by all rules outlined in this Agreement, or otherwise provided in connection with the Service.

Restrictions. You agree not to resell or attempt to resell any aspect of the Service, whether for profit or otherwise, share your Internet Protocol address (“IP address”) or Service connection with anyone, or authorize any other individual or entity to use the Service via your assigned user name and password (“Credentials”). The Service may not be accessed simultaneously through multiple devices; only one compatible laptop, personal digital assistant, smartphone or other handheld device with Wi-Fi capability may be used at a time via your Credentials to operate the Service. You agree that sharing the Service with another person or providing another person access to the Service through your Credentials breaches the Agreement and may constitute fraud or theft, for which ALPS reserves all rights and remedies. You have no proprietary or ownership rights to a specific IP address or other address, log-in name, or password that you use in connection with the Service. ALPS will assign you an IP address each time you access the Service, and it may vary. You shall not program any other IP address into your device.

Acceptable Use and Conduct - Acceptable Use Policy. You hereby agree to comply with ALPS’s acceptable use policy (“Acceptable Use Policy”), as described below. You will not use the Service to (or assist another person to):

- A. Harm or threaten harm to persons or property;
- B. Harass other persons;
- C. Violate any applicable law, including those related to export control, spam, gambling, obscenity, or computer access;
- D. Engage in any fraud or misrepresentation;
- E. Provide instructional information about illegal activities;
- F. Interfere with, disrupt, or create undue burden on the Service (or the networks or computers that provide same);
- G. Infringe upon or violate another person’s rights, including privacy and intellectual property rights;
- H. Allow another person to access or use the Service on his/her computer or device or through your computer or device;
- I. Allow another person to access the Service using your Credentials;
- J. Display offensive content on your computer or device, in view of another person;
- K. Knowingly distribute any virus or other malware;
- L. Access any network or computer (including those providing the Service) in excess of the permission expressly granted to you;
- M. Monitor (through, for example, sniffers) any network traffic without express authorization of the owner of the network and the parties to the communications;
- N. Attempt to decrypt any encrypted or scrambled communications;
- O. Introduce software or automated agents into the Service;
- P. Attempt to impersonate any other person, including any ALPS employees; or
- Q. Engage in any of the activities prohibited in the network management and limitations section below.

Breach. ALPS reserves the right (but has no obligation) to investigate and take appropriate action in its sole discretion against you if you violate ALPS’s Acceptable Use Policy or any other provision of this Agreement. Such action may include, without limitation, refusing to provide access to and use of the Service to you, terminating your Credentials, reporting you to law enforcement authorities, and taking legal action against you.

Performance. As with any WI-FI network, speed may vary due to your device, atmospheric conditions, network capacity, and the number of users on the system at the time, and time of day. Service is available only while within the ALPS premises. Actual Service coverage, speeds, and quality may vary. Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, maintenance and repair, and national security issues, and may be interrupted, refused, limited, or curtailed. Service is also subject to the network management and limitations provisions discussed below.

Network Management and Limitations on Service. ALPS’s goal is to ensure that every user has a great experience. The Service is primarily provided for web browsing, internet messaging, and access to your e-mail. Given the limited bandwidth available to the premises, ALPS manages its network and sets limits on your use of the Service for certain content and applications to ensure the best performance for the most users. Because of capacity limitations, the Service is not well-suited for video downloads, large file transfers, application downloads, software updates, software or file “synching,” streaming media, downloads of long-form media, and other activities that reflect similar capacity usage or transmission patterns. As a result, these activities should not be conducted

on the Service and may be blocked, attempted to be blocked, deprioritized, or otherwise restricted at any time, through the use of a variety of tools and techniques. Nor may the Service be used to download movies from peer-to-peer file sharing services, redirect television programs for viewing on personal computers, for web broadcasting, or to operate a server or telemetry devices, any of which may be blocked, attempted to be blocked, deprioritized, or otherwise restricted at any time, through the use of a variety of tools and techniques. Depending on the application, time of day, network traffic levels, and other performance factors mentioned above, customers may experience slower transmission speeds after downloading or uploading high levels of data within an hour. Except as described in this Agreement, ALPS seeks to manage its network in a manner that does not discriminate based on a website's content or its provider and that is source- and content-agnostic whenever reasonably possible to do so. It may use a variety of tools and techniques to effectuate the network management activities and service limitations described above, including by blocking or otherwise restricting access to specific websites due to their video or other restricted content and by using technologies that can help us identify the activity involved (e.g., synching), type of content being transmitted (e.g., video content), or application being used.

Content. ALPS is not a publisher of third-party content accessed through the Service, and is not responsible for the content, accuracy, timeliness, or delivery of any opinions, advice, statements, messages, services, graphics, data, or any other information provided to or by third parties.

Security. The connection through which you enter your Credentials is a SSL/TLS-encrypted link. After successful authentication, the wireless link between ALPS's managed Wi-Fi access points and your device is encrypted via enterprise grade Wi-Fi Protected Access known as "WPA2". Subject to the network management and limitations provisions discussed above, SSL-encrypted websites or pages, typically indicated by "https" in the address field and a "lock" icon, can also generally be securely accessed through the Service. ALPS recommends that you follow good security practices, such as ensuring that file-sharing is not enabled while accessing the Internet and that laptops have a personal firewall and other protection against malware. ALPS recommends that sensitive or private information not be accessed via or transmitted over an un-encrypted connection. While ALPS takes reasonable steps to protect your security, please be aware that we cannot ensure or warrant the security of any information you transmit to us, and you use the Service and provide us with your information at your own risk.

Acknowledgement of Filtering and Restriction of Access to Pornography or Other Offensive or Objectionable Material. You specifically acknowledge and agree that ALPS may, as a necessary incident of providing the Service, or as required or permitted by law, by law enforcement authorities or regulatory authorities, or as hereby expressly contemplated by this Agreement, use any advanced blocking technologies and other technical, administrative or logical means available to it, to identify, inspect, remove, block, filter, or restrict any uses, materials or information (including but not limited to e-mail) that we consider to be actual or potential violations of the restrictions on use set forth in this Agreement, including, but not limited to, those activities that may subject ALPS or its customers to liability or danger, or material that may be obscene, lewd, lascivious, filthy, excessively violent, pornographic, harassing, or otherwise objectionable. Because automated filtering mechanisms are not always able to discern content accurately, some non-objectionable content may be unintentionally restricted at times, while some objectionable content may unintentionally evade restriction.

Disclaimers. The Service is provided "As-Is" and as available. ALPS and its Service providers, partners, and affiliates expressly disclaim any warranties and conditions of any kind, whether express or implied, including, but not limited to, the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. ALPS (and each of its service providers) makes no warranty that: (a) the Service will meet your requirements; (b) the Service will be available on an uninterrupted, timely, secure, or error-free and malicious code-free basis; (c) the Service will allow access to all third-party sites; (d) the Service will be any particular speed or allow any particular application or service; or (e) the results that may be obtained from the use of the Service will be accurate or reliable. ALPS does not control any materials, information, products, or services on the Internet, some of which may be offensive to you. You assume full responsibility for assessing and evaluating the completeness, accuracy, and usefulness of all such materials, information, products, or services, and their merchantability and quality. You expressly acknowledge that there are certain security, confidentiality, and privacy risks inherent in wireless communications and technology, and ALPS does not make any assurances or warranties relating to such risks. You acknowledge that ALPS is not responsible for messages or pages lost or misdirected due to interruptions or fluctuations in the services or the Internet in general. You acknowledge that the third parties that provide the Third Party Services may, at any time, change the means by which the Third Party Services are accessed, and consequently, your ability to use the Service to facilitate your access to any Third Party Services may be temporarily or permanently disabled. You agree that ALPS shall have no responsibility or liability to you whatsoever in relation to the Third Party Services or continuing access to the Third Party Services, and that ALPS makes no representations or warranties with respect to the Third Party Services.

Limitation on Liability. In no event shall ALPS be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from your use of the Service, even if ALPS has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, ALPS's liability (including, but not limited to its partners and affiliates) to you for any damages arising from or related to your use of the Service (for any cause whatsoever and regardless of the form of the action), will at all times be limited to Fifty US Dollars (\$50).

Indemnity. You agree to defend, hold harmless, and indemnify ALPS, its parent, subsidiaries, affiliates, directors, officers, employees, agents, licensees, and other partners and employees, from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from your breach of any provision of this Agreement.