## **MOBILE DEVICE ACCESS AGREEMENT**

This Agreement is made in recognition of the necessary protections New Hampshire Association for the Blind dba Future In Sight must implement to protect organization confidential information which the undersigned end user ("End User") would like to access for Future In Sight business purposes using a Mobile Device. Future In Sight ("FIS") agrees to allow the End User access to the FIS Messaging Systems (as defined in FIS's Computer and Electronic Communications Acceptable Use policy), in accordance with the following terms and conditions:

- 1. The End User agrees to access the FIS Messaging Systems for FIS. business purposes and to use the Mobile Device in a manner consistent with applicable law, FIS.'s Code of Conduct and all other policies established by FIS.
- 2. In particular, the End User agrees to use the Mobile Device in accordance with the Monitoring and Access, Password Requirements, and Prohibited Activities provisions of FIS.'s Computer and Electronic Communications Acceptable Use policy. The End User agrees that FIS. may without notice access, monitor, retrieve, review, record and disclose to law enforcement officials or other third parties, for any business purpose: (1) internet/WWW connections using the Mobile Device; and (2) any and all messages, documents, voice mails or files (whether personal or business-related) created, sent, received or stored on the Mobile Device. The Firm's business purposes may include, but are not limited to, determining whether there has been a violation of the law, breaches of confidentiality or security, communications harmful to the Firm's business interests, or any violation of this Agreement or any Firm policy. FIS also reserves the right to override all passwords and encryption codes or to require the End User to provide such codes, to facilitate FIS access to the Mobile Device.
- 3. The End User agrees to notify FIS immediately if the Mobile Device or any passwords that allow access to the Mobile Device are lost, stolen or otherwise obtained by a third party ("Unauthorized Third Party Access").
- 4. The End User agrees that FIS may, without notice and without incurring any liability to the End User, delete all data or other information stored on the Mobile Device if Unauthorized Third Party Access occurs or if FIS believes that the End User has violated the terms of this Agreement.
- 5. The End User agrees that FIS may, without notice and without incurring any liability to the End User, delete all data or other information stored on the Mobile Device if the End User is no longer employed by FIS, or in the event the Firm determines that, in the best interests of the Firm, it should withdraw the End User's access rights hereunder.
- 6. This Agreement contains the entire agreement between FIS and the End User relating to the access that FIS will provide the End User to the FIS. Messaging Systems. This Agreement does not supersede any other written agreement between FIS and the End User, but shall be deemed to supplement and clarify the terms of such other written agreement(s).
- 7. This Agreement shall be governed by, construed and enforced under the laws of the State of New Hampshire.

Date

End User Signature

Print Name