

HI COUNTRY HAUS

PUBLIC WI FI ACCESS AND SMART TELEVISION USEAGE POLICY

This policy sets out the terms and conditions on which Wireless Internet Access and Smart Television usage is provided to owners, guests, or invitees of the Hi Country Haus Community Improvement and Recreation Association for the wireless service and smart television located at the Community Recreation Center.

Your access to these services is completely at the discretion of Hi Country Haus. Access to these services may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this policy, actions that may lead to liability to the Hi Country Haus, disruption of access to other users or networks, and violation of applicable laws or regulations. Hi Country Haus reserves the right to monitor and collect information while you are connected to these services and that the collected information can be used at discretion of Hi Country Haus, including sharing the information with any law enforcement agencies.

Hi Country Haus may revise this Policy at any time at the sole discretion of Hi Country Haus. By using the services, you are agreeing to the terms and conditions of this Policy each time you use the services.

We reserve the right at all times to withdraw the services, change the specifications or manner of use of the services, to change access codes, usernames, passwords or other security information necessary to access the services.

BY LOGGING ON AND/OR USING THESE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THE POLICY. IF YOU DO NOT AGREE, YOU ARE REQUIRED TO DISCONTINUE USE.

1. DISCLAIMERS

You acknowledge

1. that the services may not be uninterrupted or error-free and is being provided as a convenience to Hi Country Haus, its members, guests and invitees;
2. that your device may be exposed to viruses or other harmful applications through the services;
3. that Hi Country Haus does not guarantee the security of the services and that unauthorized third parties may access your computer or files or otherwise monitor your connection;
4. that Hi Country Haus can at any point block access to services that they deem violate the acceptable terms of use outlined in 2.1.

The services and any products or services provided on or in connection with the services are provided on an "as is", "as available" basis without warranties of any kind.

2. ACCEPTABLE USE OF THE SERVICES

2.1 You must not use the services to access Internet Services, send or receive e-mails, or download or stream any proprietary content, i.e. movies/music, etc which are criminal in nature.

2.2 You must not use the services to access illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

2.3 You must not use the services to distribute Internet Viruses, Trojan Horses, or other destructive software.

2.4 The Services are intended for Hi Country Haus owners, guests and invitees use only. Access to these services must not be used for commercial activity.

2.5 We may terminate or temporarily suspend the services if we reasonably believe that you are in breach of any provisions of this Policy including but not limited to clauses 2.1 to 2.4 above.

2.6 As security cannot be guaranteed, we are not liable if you send or otherwise transmit confidential information or data and should you choose to do so you do so at your own risk.

3. CRIMINAL ACTIVITY

3.1 You must not use the services to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United States or in any country throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may monitor activity while you use these services and keep a log of the Internet Protocol ("IP") addresses of any devices which access the services, the times when they have accessed the services and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

4. OTHER TERMS

4.1 Under no circumstances will Hi Country Haus, their suppliers or licensors, or their respective officers, directors, employees, and agents be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims of the owners, guests, or invitees or its appointees (including, but not limited to, unauthorized access, damage, or theft of your system or data, claims for loss of goodwill, claims for loss of data, use of or reliance on the service, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

4.2 You agree to indemnify and hold harmless Hi Country Haus and its suppliers, licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the services, any materials downloaded or uploaded through the services, any actions taken by you in connection with your use of the services, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Hi Country Haus may assert under this Policy or by law.

4.3 Hi Country Haus' performance of this Policy is subject to existing laws and legal process, and nothing contained in this Policy shall waive or impede Hi Country Haus' right to comply with law enforcement requests or requirements relating to your use of this services or information provided to or gathered by Hi Country Haus with respect to such use.

This Policy constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Hi Country Haus with respect to its subject matter and supersedes all prior writings or understanding.