

## WiFi - Terms of Use

Mountain Rides' wireless network connection is a free service for use by customers of Mountain Rides. By using this service, you agree to be bound by the following terms of use.

- 1) This service is provided for lawful, personal use only. You may not use it for any other reason or resell any aspect of this service. You must not use this service to transmit any material or perform any other action which would be in violation of any applicable law or regulation or the rights of any third party. Any use not authorized above is strictly prohibited.
- 2) Mountain Rides shall have the right, but not the duty, to monitor, intercept, and disclose any transmissions over or using this service, and to provide user information, use records, and other related information to appropriate authorities under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect the interests of Mountain Rides).
- 3) There are certain privacy and security risks inherent in the use of an open wireless network. You acknowledge that, by use of this service, your device could be exposed to viruses or other harmful applications and that your device or files could be accessed or monitored by third parties. You acknowledge that you are solely responsible for providing security measures that are suited to your intended use of the service. Mountain Rides does not guarantee the security of this service or the privacy of any data.
- 4) Mountain Rides may implement content filtering services which block access to certain websites or content through the service ("Content Filtering"). Mountain Rides is not liable to you for any acts, omissions, performance or non-performance, related to the Content Filtering. Examples of content that Content Filtering may block, includes, without limitation, content that:
  - a) Could cause Mountain Rides to be in breach of any federal or state law, rule, regulation, code or instrument which governs its conduct or to incur a liability to any third person or entity;
  - b) Could interfere with the integrity and/or performance of the service or Mountain Rides' other networks or equipment;
  - c) Depicts, alludes to or promotes offensive or illegal behavior;
  - d) Is patently offensive or promotes racism, sexism, bigotry, hatred or physical harm of any kind against any group or individual;
  - e) Harasses or advocates harassment of another person;
  - f) Exploits people in a sexual or violent manner;
  - g) Contains nudity, violence, or offensive subject matter or which may contain links to adult websites;

- h) Promotes conduct that is abusive, threatening, obscene, defamatory or libelous;
  - i) Promotes an illegal or unauthorized copy of another person's copyrighted work (including but not limited to file sharing applications, or any other Bit-Torrent or peer-to-peer applications);
  - j) Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
  - k) Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - l) Contains any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority, or expropriate any system, data or personal information;
  - m) Uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content;
  - n) Streaming services and other applications or websites that require significant streaming of data; and
  - o) High bandwidth operations, such as large file transfers, application installs or operating system updates and patches.
- 5) Mountain Rides does not make any warranties or guarantees regarding this service or any content or information accessed by use of this service. THIS SERVICE IS PROVIDED ON AN "AS IS" BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. MOUNTAIN RIDES HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. MOUNTAIN RIDES DOES NOT WARRANT THAT THE SERVICE WILL PERFORM AT A PARTICULAR SPEED OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.
- 6) Limitation of Liability. You acknowledge and agree that MOUNTAIN RIDES SHALL NOT BE LIABLE FOR ANY CLAIM ARISING OUT OF, RELATED TO, OR IN ANY WAY INVOLVING USE OF THIS SERVICE, unless the claim directly results from an intentional, willful, or wanton act by Mountain Rides. ANY AND ALL LIABILITY FOR NEGLIGENCE IN PROVIDING OR SECURING THIS SERVICE IS EXPRESSLY PRECLUDED. MOUNTAIN RIDES SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES, OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT ARISE OUT OF, RELATE TO, OR IN ANY WAY INVOLVE USE OF THIS SERVICE.

- 7) Indemnification. You agree to hold harmless and indemnify Mountain Rides from and against any third party claim arising from, related to, or in any way involving your use of this service, including any liability, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney fees, of any kind or nature.