

## **Silver Lake Tent and Trailer Park Wireless Network (WIFI) Acceptable Use Policy**

Although the Silver Lake Tent and Trailer Park has and accepts no obligation to monitor your use of the Service nor edit or censor content transmitted (via e-mail, downloading, uploading, posting, or otherwise) through the Service, your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the Silver Lake Tent and Trailer Park, its Hosts, Guests, or any third party. The use of the Service for the following activities is strictly prohibited:

- The Use of any **unauthorized** WIFI repeaters and or signal boosters
- Spamming and Invasion of Privacy
- The Use of any online gaming devices
- The use of home comfort, home automation and or security devices.
- Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's' privacy.
- Intellectual Property Right Violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Obscene or Indecent Speech or Materials - The Silver Lake Tent and Trailer Park 's network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Silver Lake Tent and Trailer Park will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.
- Defamatory or Abusive Language - Using the Service to transmit, post, upload, or otherwise make available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property, or harasses another.
- Hacking - Accessing 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.
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere

with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

- Other Illegal Activities - Using the Service in violation of applicable law and regulation. Silver Lake Tent and Trailer Park requests that anyone who believes that there is a violation of the Acceptable Use Policy (AUP) direct the information to: silverlk@hurontel.on.ca. You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that Silver Lake Tent and Trailer Park does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Silver Lake Tent and Trailer Park's ability to provide the Service without charge is based on the limited warranty, disclaimer, and limitation of liability specified in this Section.

THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS, OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SILVER LAKE TENT AND TRAILER PARK, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED. UNDER NO CIRCUMSTANCES WILL SILVER LAKE TENT AND TRAILER PARK, ITS HOSTS, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (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. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT THE SILVER LAKE TENT AND TRAILER PARK OR ITS HOSTS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$0. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

You agree to indemnify and hold harmless Silver Lake Tent and Trailer Park, its Hosts, and their suppliers and 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 Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, 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 Silver Lake Tent and Trailer Park may assert under this Agreement or by law. This Agreement shall not be construed as creating a partnership, joint venture, or agency relationship, or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Canadian law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment, or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Silver Lake Tent and Trailer Park's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Silver Lake Tent and Trailer Park's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by the Silver Lake Tent and Trailer Park with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions, and representations of the agreement between you and the Silver Lake Tent and Trailer Park with respect to its subject matter and supersedes all prior writings or understanding.