

HAASCAYWOOD PC Guest Wi-Fi User Agreement

Version: 2

Effective February 1, 2021

HAASCAYWOOD PC ("HaasCaywood") provides a free wireless internet service (the "Service") for use by visitors and clients of HaasCaywood. By using the Service, you agree to be bound by this Agreement.

1. Our Agreement

1.1 This Agreement applies from when you decide to use the Service. Please read the terms carefully before using the Service.

1.2 By using the Service, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, do not use the Service.

1.3 We may modify this Agreement at any time. In accordance with **Section 1.2**, use of the Service constitutes acceptance of this Agreement current at that point in time.

1.4 This Agreement does not alter in any way the terms or conditions of any other agreement you may have with HaasCaywood for services or otherwise. This Agreement contains disclaimers and other provisions that limit our liability to you.

2. Providing Services

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a "Unit"). You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 Service is available to your Unit only when it is within the range of our Wireless LAN.

2.3 ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WE DO NOT WARRANT THAT THE SERVICE IS FAULT FREE OR, FIT FOR ANY PARTICULAR PURPOSE, OR THAT OUR SYSTEM IS SECURE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE.

2.4 We will always try to make the Service available, but it may be interrupted, limited, or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures, or due to an emergency. We are not responsible for data, messages, or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 We reserve the right to immediately and without notice, suspend your access to the Service if we suspect that you are transmitting a virus, spyware, malware, ransomware, or any other manipulating program capable of modifying other programs and replicating itself.

2.6 Network speed is no indication of the speed at which your Unit connected to the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression, and network congestion. The accuracy and timeliness of data sent or received is not guaranteed, and you accept that delays or omissions may occur.

2.7 We do not warrant that any particular virtual private network will be compatible with the Service.

2.8 We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations, then you accept the risk of any failure of the Service resulting from the use of such software packages, applications, or configurations.

3. Use of the Service

3.1 The Service is made available provided:

- (a) You do not use the Service for anything unlawful, immoral or improper;
- (b) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;
- (c) You do not use the Service to harm or attempt to harm minors in any way;
- (d) You do not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;
- (e) You do not use abusive or threatening behavior towards other users of the Service, members of our staff or any person in the vicinity of our Wireless LAN;
- (f) You do not use the Service to access or use content in a way that infringes the rights of others; and
- (g) The Service is used in accordance with any third-party policies for acceptable use or any relevant internet standards (where applicable).

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, clients, facilities, third parties or to the public generally.

3.4 You have no proprietary or ownership rights to any specific IP address or other designation assigned to you or your Unit. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the Service.

4. Content Disclaimer

4.1 HaasCaywood does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Whereas HaasCaywood uses efforts to restrict such content, HaasCaywood has no control over and accepts no responsibility for such materials.

4.2 HaasCaywood is not a publisher of third-party content that can be accessed through the Service and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the Service. HaasCaywood will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties, and fees related to third party vendors whose sites, products, or services you access, buy, or use via the Service.

4.4 HaasCaywood does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from

third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and HaasCaywood has no responsibility for their policies, or third parties' compliance with them.

4.6 HaasCaywood is providing this Service to clients and visitors free of charge, and is intended to support general web browsing activities. Due to limited bandwidth and to ensure a consistent experience for all clients, our Wi-Fi does not support high-bandwidth actions such as streaming music, streaming video, or downloading large files.

5. Fair Usage

To ensure the provision of a quality of Service to all our clients and visitors, and to ensure that the behavior of some does not disadvantage the majority of our clients and visitors, you agree to abide by any fair use policy which we may apply.

6. Privacy Policy

To the extent applicable during your use of the Service, any of your personal data is subject to our Privacy Statement. For more information, please see our Privacy Statement at <http://www.haascaywood.com/privacy-statement/>.

7. Attorney Client Relationship

Use of the Service does not establish an attorney-client relationship or privilege. We will not be taking any action on your behalf unless and until we agree in writing to serve as your legal counsel and consistent with the HaasCaywood General Provisions, which are available at <http://www.haascaywood.com/haascaywood-pc-general-provisions/>.

8. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. HAASCAYWOOD DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, OR ERROR FREE.

9. Limitation of Liability

EVEN IF HAASCAYWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

10. Consent to Jurisdiction and Attorneys' Fees for Disputes

By using the Service, you consent to the exclusive personal jurisdiction and venue of the courts, state and federal, for

Branch County, State of Michigan, USA for the purpose of any suit, action or proceeding relating to the Service (collectively "**Proceeding**"), and hereby irrevocably and unconditionally waive and agree not to plead or claim in any court that any such Proceeding brought in such court has been brought in an inconvenient forum. In the event any Proceeding is not originally initiated in the courts, state or federal, for Branch County, State of Michigan, USA, you irrevocably and unconditionally agree to the transfer any such Proceeding to a state or federal court for Branch County, State of Michigan, USA. In any Proceeding arising out of this Agreement or the use of the Service, HaasCaywood shall be entitled to recover its costs, including its reasonable attorneys' fees, incurred in connection with the prosecution or defense of any such Proceeding.

11. Termination

We can cancel this Agreement at any time and immediately if you break any condition of this Agreement and use of the Service is at all times at the sole discretion of HaasCaywood.

12. General

12.1 YOU AGREE TO INDEMNIFY US AND OUR OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES WARRANT THAT THE INFORMATION AGAINST ANY CLAIMS, DEMANDS, ACTIONS LIABILITIES, COSTS OR DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE INCLUDING ANY MATERIAL THAT YOU ACCESS OR MAKE AVAILABLE USING THE SERVICE, OR VIOLATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO USE OF THE SERVICE BY YOU (OR PERMITTED BY YOU) INVOLVING OFFENSIVE OR ILLEGAL MATERIAL OR ACTIVITIES THAT CONSTITUTE COPYRIGHT INFRINGEMENT. YOU FURTHERMORE AGREE TO PAY OUR REASONABLE LEGAL FEES AND EXPERTS' COSTS ARISING OUT FROM ANY ACTIONS OR CLAIMS HEREUNDER.

12.2 You may not transfer or try to transfer any of your rights and responsibilities under this Agreement without our written consent. We may transfer our rights and responsibilities to any third party without your permission.

12.3 The laws applicable to the interpretation of this Agreement shall be the laws of the State of Michigan without reference to its conflict of law provisions.

12.4 You agree to comply with all applicable laws and regulations if you use the Service.

12.4 This Agreement shall not confer any benefit on a third party.

12.5 If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

12.6 We reserve the right to change this Agreement at any time without giving you any prior notice. We encourage you to ask us (by email, in writing, or otherwise) for the most current copy of this Agreement. The most current version of this Agreement is also always available on our website at www.haascaywood.com.

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