

# WiFi Terms & Conditions of Use

## Turquoise Triangle RV Park Wi-Fi System

Terms and Conditions of Use

**We, Us, Our, WiFi System, the WiFi System and WiFi Access System refers to Turquoise Triangle RV Park WiFi System.**

**Please read the following information carefully before using our WiFi System.**

**You May Not Use Our WiFi Service Without Accepting These Terms and Conditions of Use:**

Welcome to the Internet Wi-Fi Access System. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Turquoise Triangle RV Park Wi-Fi System. The WiFi system is a limited private system and is shared by all residence and campers in the RV Park.

### **Acceptance of Terms and Conditions of Use:**

BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

- 1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND
- 2. YOU ARE AT LEAST 18 YEARS OF AGE.

**If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System.**

Your electronic acceptance of the Agreement by clicking on the "OK" button on the Logon page has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you click on the "OK" button on the Logon page.

### **Description of Wi-Fi System/Service Availability:**

We provide access to the Wi-Fi System at locations ("Enabled Locations") that have been equipped with wireless access points. Access points or Enabled Locations may not be available in all areas of property, and may not always be operational.

We will provide you with limited support and connection information at the main office. The Wi-Fi system is provided as a value added service to Residents & Visiting Campers.

### **Access to Internet:**

Turquoise Triangle does not screen or restrict access to any content placed on or accessible through the Internet and this WiFi System. Turquoise Triangle does not screen or restrict communications between parties via the Internet.

However- **Our Internet Service Provider does monitor illegal and copyrighted material. The use of Torrenting programs, P2P or any other means to downloading or streaming known "Copyrighted Material" such as MOVIES, TV, SPORTS BROADCASTS, GAMES OR SOFTWARE, Is STRICTLY PROHIBITED and can subject you to your rental agreement being terminated at Turquoise Triangle RV Park. Any and all legal action can and will be taken if these terms are violated.** You also acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. **You agree that We are not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.**

### **Your Responsibilities:**

**You must;**

- Provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi System.
- Comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws.
- Agree to be responsible for and to bear all risk and consequences for the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System.

- Be responsible for all communications that you send or receive via the Wi-Fi System.
- Be responsible for all minor children under the age of 18 in your care in the event you allow them to use the WiFi System.
- Agree that We do not undertake the security of any data you send through the Wi-Fi System. It is your responsibility to secure such data.
- Agree that we are not responsible nor do we guarantee your ability to be able to logon and or use our WiFi system.

**Acceptable Use Policy (AUP):**

All users of the Wi-Fi System must comply with this Acceptable Use Policy herein known as the "AUP". This AUP is intended to prevent unacceptable uses of the Turquoise Triangle RV Park WiFi System and the internet. We do not exercise editorial control or review the content of any Web site, electronic mail transmission, news group or other material created or accessible over or through the Internet and this Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, and may subject Turquoise Triangle RV Park to liability or may violate this AUP. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

**Password Requirement and access**

Turquoise Triangle RV Park requires a password to connect to the WiFi-System. Password(s) will be given out upon completion and signature of this document. Passwords are subject to change on a monthly basis at Turquoise Triangle's discretion. Notification will be given 24 hours in advance before the password is changed in normal situations. In the event of an emergency, and or at the request of our IT department, the password is subject to change without notice. Password will be provided by main office manager or on duty staff member

**The following constitutes examples of violations of this AUP:**

You agree to NOT use the Wi-Fi System To:

1. Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
2. Harm, or attempt to harm, minors in any way;
3. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System;
4. Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
5. Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
6. Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
7. Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
8. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
9. Intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
10. "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
11. Resell the Wi-Fi System Access;
12. Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers such as, Online Gaming, Streaming Video, Streaming Music, Streaming Audio, Hosting A

Web Server, IRC server, Chat Programs & Video Chat of any kind or any other server as this slows the whole system down for other users.

You understand and agree that we may disclose your communications and activities using the Wi-Fi System in response to lawful requests by governmental authorities, including Patriot Act requests, and judicial orders.

**We Request** that anyone who believes that there is a violation of this AUP, direct the information to the main office (928) 634-5294. If available, please provide the following information:

1. the person or person's name(s) committing the violation
2. the IP address used to commit the alleged violation;
3. the persons RV/Tent space number;
4. the date and time of the alleged violation, including the time zone;
5. evidence of the alleged violation; and
6. your contact details including full name, email address and telephone number.

**Termination:**

You agree that we may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to perform any illegal activity. You further agree that in the event of termination for any reason, we will have no liability to you.

**Notice of Problems or Complaints:**

If you experience a problem accessing or using the Wi-Fi report the problem to the Main Office or the Manager on duty and include the following information: The IP address of the problem, the date and time of the problem, any evidence of the problem and your complete contact details e.g.... Your RV Space/Tent Site Number, Your Name, Email Address, Physical Address, Phone Number(s) Home and Mobile.

**Modifications:**

We may, at our sole discretion, modify these terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the Wi-Fi System "Terms and Conditions of Use" page. You agree to periodically review the "Terms and Conditions of Use" page to maintain awareness of any modifications. By continuing to use the Wi-Fi System after such posting's, you accept and agree to any and all such modifications.

**Indemnification**

You shall defend, indemnify and hold us and our employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

**No Warranty:**

THE WI-FI SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TURQUOISE TRIANGLE RV PARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH OUR WIFI SYSTEM OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND WE DO NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY TURQUOISE TRIANGLE RV PARK OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**Limitation of Liability:**

TURQUOISE TRIANGLE RV PARK, ITS EMPLOYEES, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

Tenant Full Name (print please) \_\_\_\_\_

Tenant RV Park Space/Unit Number \_\_\_\_\_

Tenant RV License Plate Number \_\_\_\_\_

Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_