



## Guest User Wi-Fi Acceptable Use Policy

The Smoke Rise Club provides a guest wireless network for short-term access that is accessible to Smoke Rise residents and guests of residents with compatible wireless devices.

The guest wireless network is an unencrypted wireless service. Only current residents and their guests of The Smoke Rise Club may use this service. By clicking your acceptance or by accessing or using this service, you represent that you are currently a resident or residential guest of the Smoke Rise Club and acknowledge that you have read all of the terms and conditions of this agreement, understand them, and agree to be legally bound by them.

This network has limited access to Smoke Rise systems and services and is therefore not intended for use by Smoke Rise employees or staff for the purpose of accessing the Smoke Rise Club production network.

### Guest User Terms and Conditions of Use

These "Terms and Conditions of Use" govern your rights and responsibilities as a guest user of The Smoke Rise Club information resources and the Club's rights and responsibilities relating to the protection and operation of these network services. Hereafter, the term "network services" will refer to the services provided to residents or guests for network connectivity and include the Smoke Rise Club guest network or other network connectivity.

### Acceptance of Terms and Conditions of Use

By using The Smoke Rise Club network services, you represent that:

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, or if you are not 18 years of age or older, you may not use The Smoke Rise network. Your electronic acceptance of this Agreement occurs when you connect to or access the Smoke Rise network services and has the same effect as if you had signed this Agreement. The effective date of this Agreement is the date and time upon connection or access of network services.

\* Individuals under the age of 18 may be granted permission to use The Smoke Rise Network services. Such access must comply with the following statement; If you are under 18 years of age then a person over the age of 18 that is a resident of Smoke Rise must accept these terms on your behalf.

## Description of Wi-Fi System/Service Availability

The Smoke Rise Club will provide access at locations that have been equipped with wireless access points. Access may not be available in all areas of Smoke Rise and may not always be operational. Network services may be subject to periodic maintenance, downtime, limited availability, interference, and other unforeseen events.

Network services are provided as a free service on an "as is" basis with no guarantee of service.

## Access to Internet

The Smoke Rise Club may or may not screen or restrict access to any content placed on or accessible through the Internet. The Smoke Rise Club may or may not screen or restrict communications between parties via the Internet. You 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 The Smoke Rise Club is not liable for any action or inaction with respect to any such content on the Internet accessible through The Smoke Rise Club network services.

## Your Responsibilities

Use of The Smoke Rise Club network services is undertaken at the user's own risk.

You must (1) provide all equipment (including computer hardware and software, wireless network cards, etc.) to connect, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through The Smoke Rise Club network services and (2) all communications that you send or receive via The Smoke Rise Club network services. THE SMOKE RISE CLUB does not undertake the security of any data you send and it is your responsibility to secure such data.

THE SMOKE RISE CLUB assumes no responsibility for the safety of equipment or device configurations, security, or data files resulting from connection to THE SMOKE RISE CLUB network services or the Internet, nor liability for any damages to hardware, software or data, however caused. It is the responsibility of the user to protect their wireless devices through use of up-to-date virus protection, personal firewall and any other suitable measures.

THE SMOKE RISE CLUB staff, Board of Governors, employees, agents or volunteers will NOT assume any responsibility for personal hardware configurations, security or changes to data files resulting from connection to THE SMOKE RISE CLUB network services. It is

recommended that users make a backup copy of any data or settings before configuring their equipment for use with THE SMOKE RISE CLUB network services.

## Acceptable Use Policy

All residents and guest users must comply with this Acceptable Use Policy (AUP). This AUP is intended to protect the confidentiality, integrity, and availability of THE SMOKE RISE CLUB information resources and network services. THE SMOKE RISE CLUB does not actively monitor the use of network services under normal circumstances. Residents or their Guests have no expectation of privacy or security. All activity related to the use of a guest account may be logged and inspected, and any computing equipment connected to the Smoke Rise network may be subject to cyber-attack, malware infection, or related dangers. Connect to the network at your own risk.

For quality assurance, security and abusive purposes, THE SMOKE RISE CLUB reserves the right to:

1. Block internet services such as Peer-to-Peer and streaming video services or any other service it deems necessary.
2. Monitor usage and identify the user's devices associated with this usage.
3. Limit bandwidth of any user who abuses the system or network services or attempts to circumvent security measures.
4. Revoke a user's ability to use this system if hacking of any network device or service is attempted by the user.
5. Take any additional measures deemed necessary by THE SMOKE RISE CLUB in its sole discretion

THE SMOKE RISE CLUB 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 and will be interpreted as actionable behavior by the Smoke Rise Club and could result in civil and/or criminal liability.