

VALLEY VIEW RECREATION CLUB WI-FI SERVICE AGREEMENT/TERMS OF USE

Welcome to Valley View Recreation Club's free Wi-Fi Network. To use this network, you must accept the terms of use outlined in the Valley View Wi-Fi Service Agreement/Terms of Use below. Internet Connections require your acceptance of our Internet Use Policy which is strictly enforced. Any and all violations of our Internet Use Policy will result in immediate termination of your access to our hotspot, no exceptions under any circumstances.

Valley View Wi-Fi Service Agreement / Terms of Use. Please read this agreement carefully before using our Wi-Fi Services.

This is an agreement between you and Recreation Club ("Valley View", "we", "us", "our") for your use of our wireless local area network communication services ("Wi-Fi", "the Service"). As a Valley View customer, you have agreed to the Valley View Terms and Conditions which remain in effect. They apply to your use of Valley View Wi-Fi service along with the additional terms set forth below. By either acknowledging this agreement and/or using/activating the Service, you agree to these terms unconditionally.

SERVICE AVAILABILITY The Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair. The Service may be interrupted, refused, limited or curtailed.

CUSTOMER PASSWORDS AND SECURITY

Upon registration in our welcome center or online, you will receive a username and password. You are the only authorized Customer of your Valley View account, and you must comply with this Agreement.

You may not use the Service for any purpose that is unlawful, or in any manner that could damage our property or others' property. You may not use the Service in any way that interferes with, harms or disrupts our system or other users. We have the right, but not the obligation, to suspend or terminate your access and use of the Service, and to block or remove (in whole or in part) any communications and materials transmitted through our Service that we believe in our sole discretion may violate applicable law, this Agreement or a third party's rights, or that is otherwise inappropriate or unacceptable.

The privacy and security of any voice and data transmissions cannot be guaranteed. You acknowledge that the Service is not inherently secure, and you understand that wireless communications can be intercepted by equipment and software designed for that purpose. We are not liable to you or any other party for any lack of privacy you experience while using the Service.

HIGH VOLUME, Server Hosting, and non-traditional end user activities:

The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers such as downloading music, videos or programs, viewing video streams or listening to audio streams such as internet radio, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, Valley View maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined at the sole discretion Valley View's Staff.

DISCLAIMER OF WARRANTIES

Valley View is providing the Service on an "as is" and "as available" basis, with no warranties whatsoever. In no event will we be liable for any direct, indirect, incidental, consequential, special, and exemplary or any damages associated with your use of the Service. No advice given by Valley View or our representatives shall be construed as a warranty. You assume all responsibility and risk associated with your use of the Service. Any and all violations of our Internet Use Policy will result in immediate termination of your access to our hotspot, no exceptions under any circumstances.