

WIFI TERMS AND CONDITIONS

For Mission Bay RV Resort

These Wifi Terms and Conditions (these “Terms”) set out the terms and conditions on which wireless internet access (“the Service”) is provided free of charge to you, a camper, guest, vendor, or employee of Northeast MB, LLC, dba Mission Bay RV Resort (“Resort”), or its property manager, while on Resort property. By accessing or using the Service, you agree to be bound by these Terms, as they may be amended from time to time.

Your access to the Service is completely at the discretion of Resort. Resort reserves the right at all times to withdraw the Service, change the specifications or manner of use of the Service, and to change access codes, usernames, passwords or other security information necessary to access the Service. Access to the Service may be blocked, suspended, or terminated at any time for any reason, including, but not limited to, violation of these Terms, actions that may lead to liability for Resort, disruption of access to other users or networks, and/or violation of applicable laws or regulations.

To ensure fair and equitable access to the Service for all users, Resort may implement bandwidth usage limits or traffic management practices at its sole and absolute discretion. Excessive or sustained high-bandwidth activities, including, but not limited to, excessive high-definition streaming, large file downloads, uploads or sharing, or excessive online gaming, may result in reduced speeds, temporary suspension, or termination of access to the Service. The Service is intended primarily for general web browsing, email, and light media use. It is not intended to support business-level demands, excessive high-definition streaming, or continuous connectivity of multiple electronic computing devices or networks. Resort reserves the right to monitor usage and take necessary actions to preserve the overall integrity and performance of the network for all users.

Resort reserves the right to monitor and collect information while you are connected to the Service, and the collected information can be used at the sole and absolute discretion of Resort, including sharing the information with any law enforcement agencies, Resort partners and/or Resort vendors. By using the Service, you expressly consent to Resort’s monitoring, collection, storage, and use of traffic data, device or network identifiers, connection times, and other relevant data for the purposes of managing, securing, and improving the Service, and to comply with applicable law.

IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING FUTURE CHANGES THERETO, DO NOT ACCESS OR USE THE SERVICE.

Privacy Policy: Resort’s privacy policy is available on its website at <https://www.missionbayrvresort.com/privacy-policy/>. For more information or to submit a request regarding your privacy rights, please review our privacy policy or contact privacy@terrav.com.

Accessibility: Resort is committed to providing equal access to all Resort's campers, guests, vendors and employees while on Resort property, including individuals with disabilities. If you experience any difficulty accessing the Service due to a disability, please contact us at privacy@terrav.com or visit guest services for assistance.

1. **DISCLAIMER:** You acknowledge that:

- 1.1. the Service is an open and shared network;
- 1.2. Resort does not guarantee the security of the Service;
- 1.3. your electronic computing devices or networks may be exposed to viruses or other harmful applications through the Service;
- 1.4. unauthorized third parties may access your computer or files or otherwise monitor your connection;
- 1.5. you are responsible for the security and integrity of your own electronic computing devices or networks;
- 1.6. Resort has no responsibility or liability for unauthorized access to your electronic computing devices or networks, loss or corruption of data, or exposure to malicious software that may occur while using the Service;
- 1.7. you assume full responsibility for any risks associated with accessing the internet over a public or semi-public wireless network;
- 1.8. the Service may not be uninterrupted or error-free;
- 1.9. Resort can at any point block access to internet services that Resort deems to violate the acceptable terms of use outlined in Section 2 below;
- 1.10. 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 SERVICE, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY RESORT, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED;

- 1.11. in accordance with the Children's Online Privacy Protection Act (COPPA), Resort does not knowingly collect personal information from children under 13 without verifiable parental consent. By using this Service, you affirm that you are at least 13 years of age or have appropriate parental or guardian permission. If you are a parent or legal guardian and believe that your child under the age of 13 has provided personal information without your consent, please contact us at privacy@terrav.com, and we will take appropriate steps to delete the information; and
- 1.12. Resort's ability to provide the Service without charge is based on the limited warranty, disclaimers and limitations of liability specified in these Terms, and it would require a substantial charge if any of these provisions were unenforceable.

2. ACCEPTABLE USE OF THE SERVICE

- 2.1. You must not use the Service to access internet services, or send or receive e-mails or transmit content, which:
- 2.1.1. are defamatory, threatening, intimidating or which could be classed as harassment;
 - 2.1.2. contain obscene, profane or abusive language or material;
 - 2.1.3. contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
 - 2.1.4. contain offensive or derogatory images regarding a legally protected class;
 - 2.1.5. contain material which infringe third party's rights (including intellectual property rights);
 - 2.1.6. in Resort's reasonable opinion, may adversely affect the manner in which Resort carries out its work;
 - 2.1.7. are bulk and/or commercial messages;
 - 2.1.8. contain forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message;
 - 2.1.9. are activities that invade another's privacy; and/or
 - 2.1.10. are otherwise unlawful or inappropriate.

- 2.2. Music, video, pictures, text and other content on the internet are copyright works, and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.
- 2.3. You must not use the Service to access 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.
- 2.4. You must not use the Service to distribute viruses, Trojan Horses, or other destructive software.
- 2.5. The Service must not be used for commercial activity.
- 2.6. The Service is intended for use only by Resort's campers, guests, vendors and employees while on Resort property.
- 2.7. Resort may terminate or temporarily suspend the Service if Resort reasonably believes that you are in breach of any provisions of these Terms.
- 2.8. Resort recommends that you do not use the Service to transmit or receive any confidential information or data, and should you choose to do so, you do so at your own risk.

3. **CRIMINAL ACTIVITY**

- 3.1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in California, the United States, or in any country throughout the world.
- 3.2. You agree and acknowledge that Resort may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- 3.3. You agree and acknowledge that Resort will monitor your activity while you use this Service and keep a log of the Internet Protocol ("IP") addresses of any electronic computing devices or networks which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
- 3.4. You further agree Resort is entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you, which may include, but is not limited to, disclosure of such information as

Resort has, and is entitled to provide by law, to law enforcement authorities or rights-holders.

4. SECURITY

You expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection to the internet is facilitated through wired or wireless technology. These security issues range from interception of transmissions, loss of data, or the introduction of viruses or other programs that can damage your electronic computing devices or networks. ACCORDINGLY, YOU AGREE THAT NEITHER RESORT NOR ITS VENDORS SHALL BE LIABLE FOR ANY INTERCEPTION OF TRANSMISSIONS, LOSS OF DATA, FILE CORRUPTION, HACKING OR DAMAGE TO YOUR ELECTRONIC COMPUTING DEVICES OR NETWORKS THAT RESULTS FROM THE TRANSMISSION OR DOWNLOAD OF INFORMATION OR MATERIALS THROUGH THE SERVICE.

FOR THE PURPOSES OF YOUR OWN PROTECTION AND PRIVACY, YOU ARE ADVISED TO INSTALL A FIREWALL OR OTHER ELECTRONIC SECURITY MEASURES WHEN ACCESSING THE INTERNET. LIKEWISE, PROTECTION FROM VIRUSES, WORMS, MALWARE, TROJAN HORSES, AND OTHER CODE WITH DESTRUCTIVE PROPERTIES IS YOUR SOLE RESPONSIBILITY. MORE INFORMATION ON HOW YOU CAN PROTECT YOURSELF IS PUBLICLY AVAILABLE ON THE WORLD WIDE WEB. Please note that we do not endorse any of such PROTECTIVE products or services and do not make any representations or warranties regarding their effectiveness or compatibility with the Service.

5. OTHER TERMS

5.1. Resort does not review nor exercise any editorial control over the content or materials made available over the internet by third parties, including, without limitation, any electronic mail transmissions, newsgroups, or the like. However, Resort may remove, block, filter, or restrict by any other means any materials that, in Resort's sole and absolute discretion, may be illegal, may subject Resort to liability, or may violate these Terms. Resort may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Any violation of these Terms may result in the suspension or termination of your access to the Service. We hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current third party providers of such protections is publicly available on the World Wide Web. Please note that we do not endorse any of such products or services and do not make any representations or warranties regarding their effectiveness or compatibility with the Service.

- 5.2. Under no circumstances will Resort or its, direct or indirect, owners, partners, members, managers, shareholders, trustees, property managers, lenders, lessors, sublessors, concessionaires, suppliers and/or licensors, or their respective officers, directors, employees, agents, and/or affiliates or subsidiaries (collectively, "Resort Parties") be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, arising out of the Service or materials accessed via the Service or based on claims of any person using the Service (including, but not limited to, unauthorized access, damage, or theft of 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.
- 5.3. You agree to indemnify and hold harmless Resort and the other Resort Parties 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 any violation of law or regulation, or any breach of these Terms. This Section will not be construed to limit or exclude any other claims or remedies that Resort may assert under these Terms or by law.
- 5.4. These Terms shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of these Terms will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of these Terms is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of these Terms.
- 5.5. Resort's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms shall waive or impede Resort's right to comply with law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Resort with respect to such use. These Terms constitute the complete and entire statement of all terms, conditions and representations of the agreement between you and Resort with respect to its subject matter and supersedes all prior writings or understandings.
- 5.6. Any dispute or claim relating in any way to your use of the Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms.

BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, INCLUDING ANY POLICIES INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.

RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGALLY PROTECTED CLASSIFICATION.