

# **SHERWOOD FOREST WIRELESS NETWORK TERMS OF USE**

## **ACCEPTANCE OF THE TERMS OF SERVICE**

These terms of use are entered into by and between you (“you“ or “your”) and Sherwood Forest Country Club (1975) Ltd. (“**Sherwood Forest**”, “we,” “us” or “our”). The following terms and conditions (collectively, the “**Terms**”), govern your access to and use of the free wireless internet access (the "**Service**"), which is provided to you as a guest, resident, or shareholder of Sherwood Forest. Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. By accessing, or using the Services, you are legally bound by these Terms. If you do not agree to be bound by these terms, exit the Services immediately.

## **CHANGES TO THE TERMS OF SERVICE**

We may revise and update these Terms from time to time in our sole discretion. You must accept these Terms each time that you access the Service and it is your responsibility to review it for changes each time.

## **DENIAL OF SERVICE**

We reserve the right at all times to withdraw the Service, whether in part or in its entirety; change the specifications or manner of use of the Service; and change access codes, usernames, passwords or other security information necessary to access the service.

Your access to the Service is entirely at the discretion of Sherwood Forest. Your access may be limited, suspended, or terminated at any time for any reason including, but not limited to, violation of these Terms, actions that may lead to liability on the part of Sherwood Forest, disruption of other's use of the Service, and violation of applicable law or regulations. We reserve the right to monitor and collect information while you are using the Service to ensure compliance with the Terms. Information that is collected may be shared with law enforcement agencies if there are reasonable suspicions that a crime has been committed through the Service.

## **DISCLAIMER**

You acknowledge that:

1. your device may be exposed to viruses and other harmful applications through the Service;
2. Sherwood Forest does not guarantee the security of the Service and that unauthorized third parties may gain access to your device, files, or otherwise monitor your connection;
3. Sherwood Forest provides the Service free of charge to residents and guests of its property based, in part, on the limited warranty, disclaimer, and limitation of liability that is contained in these Terms, and would require a significant charge if any of the provisions of these Terms was unenforceable; and

4. Sherwood Forest can point block access to the Service for activities that it deems a violation of these Terms.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. IF THE APPLICABLE LAW DOES NOT PERMIT THE FOREGOING EXPRESS EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY THE APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT YOUR USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS. SHERWOOD FOREST SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFIT OR GOODWILL, INCOME, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICE, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED WITH THE SERVICE, YOUR ONLY REMEDY IS TO STOP YOUR USE OF THE SERVICE.

WE RECOMMEND 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

### **ACCEPTABLE USE OF THE SERVICE**

You shall not use the Service to access internet resources or send communications which:

1. Are defamatory, threatening, intimidating, or could be classified as harassment;
2. Contain obscene, profane, or abusive language or material;
3. Contain pornographic material;
4. Contain material that infringes upon a third party's rights;
5. In our reasonable opinion, may adversely affect the way that we carry out our work or the use of the Service by others;
6. Are bulk/spam commercial messages;
7. Are activities that invade another's privacy; or
8. Are otherwise lawful or inappropriate.

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.

You must not use the service to distribute any virus, Trojan horse, or other destructive software.

The streaming of video through the Service is strictly prohibited. Sherwood Forest reserves the right to point block video streaming services and to limit network access speeds to ensure that video streaming is not possible.

### **CRIMINAL ACTIVITY**

You must not use the Service to engage or participate in any activity that constitutes a criminal offence, either in Canada or around the world. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities. We may monitor your activity while you use the Service and have the activity associated with a particular IP or MAC address. You further agree we are 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 we have collected, and are entitled to provide by law, to law enforcement authorities or rights-holders.

### **OTHER TERMS**

You agree to indemnify and hold harmless Sherwood Forest and its suppliers, licensors, officers, directors, employees, agents and affiliates 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 an 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 Sherwood Forest may assert under these Terms or by law.

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 this Agreement 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.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in these Terms shall waive or impede our right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by us 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 Sherwood Forest with respect to its subject matter and supersedes all prior writings or understanding.

Your access to the Service, as well as these Terms are governed and interpreted by the laws of the Province of Saskatchewan, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the Province of Saskatchewan. By using the Service, you are consenting to the exclusive jurisdiction of the courts of the Dominion of Canada and the Province of Saskatchewan. You agree that such courts shall have in personam jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us.