

NORTHLAND COMMUNICATIONS

PUBLIC WI-FI TERMS AND CONDITIONS OF USE

Last updated: July 30, 2013

These Terms and Conditions Of Use (the “Terms”) govern your use of the Northland Communications Wi-Fi service (the “Service”) Northland reserves the right to modify these Terms by posting new versions on this website as well as the right to provide additional notice of significant changes. Your continued use of the Service following such changes constitutes your acceptance of those changes. Before using the Service, please read these Terms carefully. Your use of, the Service represents your agreement to these Terms. **IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERETO, DO NOT ACCESS OR USE THE SERVICE.**

Description of the Service

The Service provides you with wireless access to the Internet via certain Northland high-speed Internet access points

Service Suspension/Termination/Cancellation

Northland may immediately terminate or suspend your access to all or a portion of the Service, without notice, for:

(i) conduct that Northland believes constitutes a violation of any law, rule, regulation or tariff (including, without limitation, copyright and intellectual property laws) and/or conduct that could expose Northland to sanctions, prosecution, civil action or other liability;

(ii) a violation of these Terms, Northland’s Acceptable Use Policy (available at http://www.yournorthland.com/legal/Terms%20and%20Conditions%20of%20Services%20Pamphlet%20%28No%20TiVo%29_022013.pdf) or any applicable policies or guidelines except to the extent inconsistent with the terms herein;

(iii) conduct that could cause harm to, or interfere with the integrity or normal operations of Northland’s network(s) or facilities and/or interfere with another person’s use of the Service or the Internet, or

(iv) conduct that could otherwise present a risk of harm to Northland or any third party. Northland may also terminate or suspend your access to the Service if you access the Service through the use of inappropriate means or methods, including, without limitation, by providing false or inaccurate information.

Modifications to the Service / Updates to the Terms

Northland reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. You agree that Northland will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service and hereby release Northland from any and all damages, liabilities, costs and/or expenses of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such modification, suspension or discontinuance of the Service.

Operational Limits of the Service

Accessibility of the Service is subject to the availability and operational limitations of the requisite equipment and associated facilities. You acknowledge and agree that temporary interruptions of the Service may occur and that Northland will not be liable for such interruptions. You further acknowledge and agree that Northland has no control over third party networks that may be accessed by you during your use of the Service, and that delays and disruptions of other network transmissions are beyond Northland’s control. Northland will not be liable for any failure of performance due to any cause beyond Northland’s reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor

difficulties, supplier failures, shortages, breaches, or delays, or delays caused by you or any equipment used by you to access and/or use the Service.

Disclaimer of Warranties

UNLESS OTHERWISE EXPLICITLY STATED IN THESE TERMS, THE MATERIALS AND THE SERVICE ARE PROVIDED "AS IS," AND ARE FOR PERSONAL, NON-COMMERCIAL USE ONLY. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. NORTHLAND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE SERVICE, OR ANY OF MATERIALS PROVIDED WITH THE SERVICE. ANY QUESTIONS REGARDING THE MATERIALS SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH MATERIALS. HOWEVER, AS NORTHLAND DOES NOT AUTHORIZE ANYONE TO MAKE A REPRESENTATION OR WARRANTY ON NORTHLAND'S BEHALF, YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY BY A THIRD PARTY AS A REPRESENTATION OR WARRANTY OF NORTHLAND.

Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NORTHLAND, ANY THIRD PARTY PROVIDERS AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF OR RESULTING FROM YOUR ACCESS TO, OR USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE AND/OR THE MATERIALS, INCLUDING WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER Northland OR ANY THIRD PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES OR EXPENSES. IN JURISDICTIONS WHERE THE DISCLAIMER OF DAMAGES IS NOT PERMITTED, NORTHLAND'S SOLE LIABILITY TO YOU UNDER THESE TERMS SHALL BE LIMITED TO THE TOTAL AMOUNT OF MONEY PAID (IF ANY) TO NORTHLAND BY YOU FOR USE OF THE SERVICE.

Indemnity

You agree to indemnify, defend and hold Northland, Third Party Providers and its and their agents, suppliers, licensees, successors or assigns and its and their officers, directors, employees, contractors and agents (collectively, the "Indemnified Parties") harmless from and against any and all damages, liability, claims, actions, demands and costs (including, without limitation, reasonable attorneys' fees and costs of settlement) arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service or the Materials; (c) your breach or alleged breach of these Terms; and/or (d) your violation of the rights of any third party. Without limiting anything set out in these Terms, you hereby release each of the Indemnified Parties from all damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connection with these Terms and/or any use by you of the Service. If you are a California resident, you expressly waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Liability of Customer

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND WILL NOT MAKE A CLAIM AGAINST

NORTHLAND AND/OR ANY THIRD PARTY PROVIDER FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE AND MATERIALS.

Local Laws; Export Control

Northland controls and operates the Service from the United States and makes no representations or warranties that the Materials or the Service are appropriate or available for use in other locations. If you access/use the Service or the Materials from other locations, you agree to assume sole responsibility for compliance with applicable local laws, including but not limited to, the export and import regulations of other countries, and acknowledge that access to the Services and/or the Material may not be legal by certain persons, or in certain countries. Unless otherwise explicitly stated, any marketing or promotional materials provided with or through the Materials or the Service are solely directed to individuals, companies or other entities located in the United States. You acknowledge and agree that Materials are subject to the U.S. Export Administration Laws and Regulations and that diversion of such Materials contrary to U.S. law is prohibited. You further agree that none of the Materials, nor any direct product derived therefrom, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Sudan. This list is subject to change without further notice from Northland, and you must comply with the list, as it may be amended from time to time. By accessing and using the Service, you certify that you are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to strictly comply with all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and will not export or re-export, or allow the export or re-export of, any product, technology or information you obtain or acquire in connection with the Service in violation of any such laws, restrictions or regulations.

These Terms constitute the entire agreement between you and Northland with respect to your access to, and use of, the Service. The failure of Northland to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the access or use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose. The section headings are for convenience only and have no legal or contractual effect. These Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms are governed by the internal substantive laws of the State of Washington, without regard to its conflict of law principles. Jurisdiction for any claims arising under these Terms shall lie exclusively with the state or federal courts in Washington. To the fullest extent permitted by applicable law, no claim under these Terms may be joined to any other claim, including any legal proceeding involving any other current or former user of the Application, and no class action proceedings will be permitted.