



UNIVERSITY APARTMENTS

WIFI Terms of Use

This is a legal agreement ("Agreement") between you and the owner/operator of University Apartments governing your access to and use of this **WIFI SERVICE** (the "Service") **THAT UNIVERSITY APARTMENTS IS PROVIDING TO GUESTS LIKE YOU. ONLY CURRENT GUESTS OF UNIVERSITY APARTMENTS MAY USE THIS SERVICE.**

BY SIGNING THE BOTTOM OF THIS PAGE YOUR ACCEPTANCE OR BY ACCESSING OR USING THIS SERVICE, YOU REPRESENT THAT YOU ARE CURRENTLY A GUEST OF UNIVERSITY APARTMENTS 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. If you are not a current guest of University Apartments and/or you do not agree to this Agreement, you may not use or access this Service.

For purposes of your using this Service, University Apartments will assume (and by using this Service you warrant) that either you have legal capacity to enter into this Agreement (i.e., that you are of sufficient age and mental capacity or are otherwise entitled to be legally bound in contract), or that your parent(s) or legal guardian(s) have consented to your use of this Service and accept this Agreement on your behalf.

You are agreeing to this Agreement in consideration of your use and access to this Service and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), for the benefit of: (i) University Apartments/Semper Spero Inc. and all of its affiliates and service providers (the "Semper Spero Inc. Corporate Parties").

CONSENT TO MONITORING. *UNIVERSITY APARTMENTS RESERVES THE RIGHT TO, AND YOU ACKNOWLEDGE AND CONSENT THAT UNIVERSITY APARTMENTS MAY (BUT IS NOT REQUIRED TO) MONITOR YOUR COMMUNICATIONS AND ACTIVITIES VIA THIS SERVICE (INCLUDING THEIR CONTENT) DURING TRANSMISSION AND IN CONNECTION WITH USE OF THIS SERVICE, AND MAY DISCLOSE ANY SUCH INFORMATION FOR PURPOSES OF ENSURING YOUR COMPLIANCE WITH THIS AGREEMENT, APPLICABLE LAW, COOPERATING WITH LEGAL AUTHORITIES, AND OTHERWISE PROTECTING UNIVERSITY APARTMENT'S RIGHTS, PROPERTY AND INTERESTS.*

AUTHORIZED USE OF THIS SERVICE. You agree that you are authorized to use this Service solely while you are a guest of this University Apartments, subject to the terms and conditions of this Agreement. You agree that you are fully responsible for your activities while using this Service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks regarding use of this Service. You agree not to use this Service to engage in any prohibited conduct. Broadly stated, prohibited conduct is any conduct that is unlawful, infringing, tortious or that is harmful (or puts at risk) to University Apartments or any other party or property; that violates another party's intellectual property, privacy or other rights; or that otherwise interferes with the operation, use or enjoyment of any service, system or other property.

By way of illustration and not limitation, prohibited conduct includes using this Service to: (i) intercept, divert or otherwise interfere with any communication, (ii) violate the security or integrity of, or gain unauthorized access to, this Service or any other service, system or communication; (iii) impose an unreasonable or disproportionately large load on any systems or infrastructure; (iv) send "spam", chain letters, or other unsolicited communications to any party; (v) create a "mail drop" for such communications, or engage or permit e-mail relay services (e.g., "open mail relay"); (vi) "spoof" or otherwise impersonate any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any communication; (vii) commit fraud; (viii) harass, or threaten any party, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (ix) disseminate viruses, Trojan horses, or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or personal information; (x) send or receive any material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortious, harassing, hateful or otherwise objectionable; (xi) send or receive any material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender,

age, or disability; (xi) send or receive material containing defamatory, false, or libelous material; (xii) send or receive any material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity; (xiii) send or receive any material that you do not have a right to make available under law or contractual or fiduciary relationships; (xiv) engage in conduct that would expose University Apartments or its service providers to civil or criminal liability; or (xv) assist others in engaging in prohibited conduct. This list is not intended to be exhaustive. University Apartments requires that you be a good Internet citizen when using this Service.

INDEMNIFICATION. You agree to indemnify, defend, and hold harmless University Apartments, its subsidiaries, agents, distributors, service providers and affiliates, and their respective officers, directors, shareholders and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service. University Apartments reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with University Apartments in asserting any available defenses.

CONSEQUENCES OF UNAUTHORIZED USE. Without limiting any other available right or remedy, University Apartments reserves the right to, and you agree that University Apartments shall have the right, to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of this Service and to otherwise protect its interests (e.g., removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service. You agree that you will be liable to University Apartments for any damages incurred or amounts that are required to be paid by University Apartments that arise out of or are related to your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys' fees and costs of enforcement.

YOU ARE RESPONSIBLE FOR YOUR SECURITY AND PRIVACY. Although privacy and security are important to University Apartments, you understand and agree that you shall have no expectation of privacy or security in your use of this Service. There are privacy and security risks associated with wireless communications and the Internet generally. You acknowledge that University Apartments makes no assurance that your communications or activities will be or will remain private or secure, and agree that University Apartments assumes no responsibility in that regard. You agree that you, and not University Apartments, are solely responsible for your own privacy and security in using this Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software and systems.

DISCLAIMER OF WARRANTY. *YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS PROVIDED SOLELY AS A CONVENIENCE TO UNIVERSITY APARTMENTS GUESTS, "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". YOU FURTHER ACKNOWLEDGE AND AGREE THAT UNIVERSITY APARTMENTS (INCLUDING THE SEMPER SPERO CORPORATE PARTIES AND THE UNIVERSITY APARTMENTS PARTIES, AS APPLICABLE) DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; OR (ii) THAT ACCESS TO OR USE OF THIS SERVICE OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SECURE, OR THAT PROBLEMS WILL BE CORRECTED, EVEN IF UNIVERSITY APARTMENTS IS ON NOTICE OF SUCH PROBLEMS. YOU AGREE THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT; NO ADVICE OR INFORMATION GIVEN BY UNIVERSITY APARTMENTS OR ITS EMPLOYEES SHALL CREATE ANY WARRANTY. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES, YOU AGREE THAT THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE EXTENT ALLOWED BY APPLICABLE LAW.*

The Internet contains a variety of materials and information that may be offensive to you. You agree that you assume full responsibility and risk for your use of this Service and the Internet, and that you are solely responsible for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. University Apartments may, but needs not, provide screening of certain materials. Software products that enable screening of particular materials and information are commercially available and widely advertised in public media, including on the Internet.

LIMITATION OF UNIVERSITY APARTMENTS LIABILITY. *(a) YOU ACKNOWLEDGE AND AGREE THAT THIS SERVICE IS PROVIDED AS A GUEST PRIVILEGE SOLELY FOR YOUR CONVENIENCE AND DOES NOT IMPOSE LIABILITY OF ANY KIND OR IN ANY AMOUNT ON UNIVERSITY APARTMENTS (INCLUDING THE SEMPER SPERO CORPORATE PARTIES AND THE UNIVERSITY APARTMENTS PARTIES, AS APPLICABLE), INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT,*

INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER SIMILAR DAMAGES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THIS SERVICE; EVEN IF UNIVERSITY APARTMENTS IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. (b) YOU FURTHER AGREE THAT IF FOR ANY REASON ANY OF THE FOREGOING LIMITATIONS OF LIABILITY IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED TO BE UNENFORCEABLE, THEN THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF UNIVERSITY APARTMENTS (INCLUDING THE SEMPER SPERO CORPORATE PARTIES AND THE UNIVERSITY APARTMENTS PARTIES, AS APPLICABLE), ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THIS SERVICE, SHALL NOT EXCEED YOUR DIRECT DAMAGES, IF ANY, UP TO FIFTY DOLLARS (\$50). (c) YOU AGREE THAT THE LIMITATIONS IN THIS SECTION SHALL BE DEEMED TO APPLY TO ALL CAUSES OF ACTION AND ALL LEGAL THEORIES, WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM: (i) BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORTS, OR (ii) ANY OTHER CAUSE OF ACTION, HOWEVER STATED.

TERMINATION OF SERVICE: UPDATES TO THIS AGREEMENT. You agree that University Apartments may, at any time and for any reason, change, terminate, limit or suspend this Service (in whole or in part) or your access to this Service. Upon any termination, your rights to use this Service will immediately cease. University Apartments also reserves the right to update or revise this Agreement at any time without prior notice, and you agree that University Apartments may do so. Your continued use of this Service following an update to this Agreement signifies your acceptance of its revised terms.

MISCELLANEOUS. You agree that: this Agreement and your use of this Service shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles, and University Apartments shall have at all times the right to seek any injunctive or equitable relief available to it under applicable laws. You agree that the exclusive jurisdiction for all controversies or claims shall be the federal and state courts in the State of Illinois in Jackson County, and you agree that such courts will have personal jurisdiction over you in such matters. You agree that this Agreement is solely between you and the owner/operator of this Site. You agree that, if you are accessing this Service at University Apartments owned and operated by, the Semper Spero Corporate Parties shall be deemed third party beneficiaries of this Agreement to the extent necessary for them to enforce the protections afforded to it under this Agreement; this Agreement does not create, and you and University Apartments expressly disclaim, any other third-party beneficiary relationships. You agree that any controversy or claim brought or asserted by you or on your behalf that arises out of or relates to this Agreement or this Service shall be solely against the owner/operator that is providing this Service to you at University Apartments, and not any other party. Further, you agree that any action you bring that arises from or relates to this Service must be initiated within one year from the relevant date of your access to this Service, and that no cause of action may be brought after that time. You agree that if any provision(s) of this Agreement is determined to be invalid or unenforceable under applicable law, such provision(s) will be deemed superseded by a valid, enforceable provision that most closely serves the intent of the original provision and the remainder of this Agreement will continue to have legal effect. You agree that this Agreement constitutes the entire agreement between you and University Apartments regarding its subject matter, and it supersedes any prior or contemporaneous agreements between you and University Apartments regarding its subject matter. You agree that any notices given by you to University Apartments must be given by e-mail (addressed to kevin@siuniversityapartments.com), or by postal mail to University Apartments at: 510 S. University Ave. Carbondale, IL.62901, Attention: Property manager.



I accept the **UNIVERSITY APARTMENTS Wifi Terms of Use**

Sign **X** _____

Print Name _____ Apt # _____ Date _____