



Wi-Fi/Wired Internet Connection Terms and Conditions of Use

Please read the following information carefully before using this service. You may not use the service without accepting these Terms and Conditions. The high-speed Internet Wired or Wireless system ("Wi-Fi System") provided at some properties managed by ECAFE ("ECAFE"). These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi/Wired System at ECAFE managed properties with this service provided.

Acceptance of Terms and Conditions of Use

BY USING THE PROVIDED WIRELESS/WIRED INTERNET CONNECTION, YOU REPRESENT that: 1. YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND 2. YOU ARE AT LEAST 18 YEARS OF AGE. If you do not agree to the terms of this Agreement, you may not use the Wi-Fi/Wired System. Your electronic acceptance of the Agreement by connecting to the provided connection has the same effect as if you had actually signed the Agreement. The effective date of this Agreement is the date that you connect to the provided connection.

Description of Wi-Fi/Wired System/Service Availability

ECAFE will provide access to the Wi-Fi/Wired System at locations ("Enabled Locations") that have been equipped with wireless/wired access points. Access points or Enabled Locations may not be available in all properties managed by ECAFE, and may not always be operational. ECAFE will provide you with wireless/wired connection information at the time of check in.

Fee for Wi-Fi System

The Wi-Fi/wired system at enabled ECAFE properties is provided "free of charge" as a value added service to the guests and business partners of ECAFE.

Access to Internet

ECAFE does not screen or restrict access to any content placed on or accessible through the Internet. ECAFE also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be

exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that ECAFE is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi/Wired System. Your Responsibilities You must (1) provide all equipment (including computer hardware and software, personal digital assistants, wireless network cards, etc.) to connect to the Wi-Fi/Wired System, (2) comply with local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the WiFi/Wired System and (2) all communications that you send or receive via the Wi-Fi/Wired System. ECAFE does not undertake the security of any data you send through the Wi-Fi/Wired System and it is your responsibility to secure such data. Acceptable Use Policy All users of the Wi-Fi/Wired System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. ECAFE does not actively monitor the use of the WiFi/Wired System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi/Wired System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject ECAFE to liability or may violate this AUP. ECAFE may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi/Wired System. The following constitute examples of violations of this AUP. You agree to not use the Wi-Fi/Wired System to: (1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable; (2) Harm, or attempt to harm, minors in any way; (3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi/Wired System; (4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements); (5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; (7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (9) Intentionally or unintentionally violate any applicable local, state, national or

international law, or any regulations having the force of law; (10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; (11) Resell the Wi-Fi/Wired System; (12) Use the Wi-Fi/Wired System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server. You understand and agree that ECAFE may disclose your communications and activities using the Wi-Fi/Wired System in response to lawful requests by governmental authorities, Including Patriot Act requests, and judicial orders.

Termination

You agree that ECAFE may terminate this Agreement and cancel your access to the WiFi/Wired System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi/Wired System to perform any illegal activity. You further agree that in the event of termination for any reason, ECAFE will have no liability to you.

Modifications

ECAFE may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time.

Indemnification

You shall defend, indemnify and hold ECAFE and its corporate affiliates and their respective officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi/Wired System or any breach of this Agreement.

No Warranty

THE WI-FI/WIRED SERVICE, WHERE AVAILABLE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. ECAFE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ECAFE MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE PROVIDED CONNECTION OR THE INTERNET GENERALLY. GUEST EXPRESSLY ACKNOWLEDGES THAT THERE ARE, AND ASSUMES ALL RESPONSIBILITY

RELATED TO, THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND ECAFE DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY ECAFE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

Limitation of Liability

ECAFE, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI/WIRED SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.