

Belaire Junction RV Park Guest WiFi / Wireless Network Acceptable Use Policy

This Acceptable Use Policy (“AUP”) is designed to ensure that Belaire Junction RV Park (“us”, “our” or “we”) complies with applicable laws, that your use of the internet is lawful, and that your use of the internet doesn’t harass others or violate their rights. The terms “you” or “your” refers to the person using the Services and accepting this AUP. Clicking on “I accept”, “Connect”, digitally signing this document, or your use of our Wi-Fi internet access services (“Services”), means you agree to all the terms contained in this AUP, and constitutes your consent to this AUP and all policies referenced/linked from it. You acknowledge that we can update this AUP at any time by posting changes to it on our website at <https://belairejunctionrvpark.com/WiFiPolicy>. Your continued use of the Services after any AUP updates constitutes your acceptance of such updates.

In general, the following types of things are prohibited: using the Services in any way that is illegal, threatening or offensive to others; that is harmful to or interferes with our (or anyone else’s) network or systems; that interferes with the use or enjoyment of Services received by others; that infringes anyone’s intellectual property rights (such as copyrights or trademark); or that constitutes spam, a security risk or a violation of privacy. In addition, violating rules of websites you visit and services or apps you use is also considered a violation of this AUP. We have the right to limit or terminate your access to the Services for any AUP violation, including the ones set forth below. We will also cooperate fully with law enforcement.

Examples of Prohibited Actions. Using the Services to do any of the following things is strictly prohibited and is a violation of the AUP. We have sole discretion and right to interpret and apply this AUP. You understand that the list below is not intended to be exhaustive, but merely to show you the type of activities that are violations of this AUP:

- **Illegal or Unlawful Use.** Violating any federal, state, local, provincial, or international law, treaty, court order or other regulation/rule.
- **Posting or transmitting any harassing or threatening material or content.** This includes material that bullies, harasses or threatens the health or safety of others, or that is hateful, obscene, indecent, defamatory, fraudulent, libelous, treasonous, excessively violent or otherwise harmful.
- **Inappropriate behavior with children including accessing or contributing to child pornography.** We comply with all applicable laws pertaining to the protection of minors, including reporting cases of child exploitation of which we are advised to the National Center for Missing and Exploited Children. Report suspected violations of this paragraph to us at host@belairejunctionrvpark.com. For more information about online safety, visit www.ncmec.org.
- **Collecting personal data without permission.**
- **Reselling our Services without our express written authorization.**
- **Failing to comply with export control laws.** Using the Services to export encryption software over the internet in violation of applicable laws.
- **Intellectual Property Right Violations.** Using the Services to engage in any activity (e.g., copying, publishing, transmitting, up- or down-loading), that infringes, misappropriates or otherwise violates any person’s privacy, artistic (moral rights) or publicity rights, and/or any rights protected by copyright, patent, trademark, or trade secret laws.

- Using the Services in a way that we believe adversely affects the ability of other people or systems to use the Services or the Internet. Using the Services for any activity which we believe to be harmful to others, or to our operations or reputation. This limitation applies whether or not the activity is illegal and includes but is not limited to “denial of service” (DoS) attacks, running programs designed to defeat network inactivity timeouts, maintaining an open SMTP relay, operating a server (web, file, chat) or file-sharing system (such as BitTorrent or GnuTella) on our Services. Any such software on your computer must be disabled before using the Services.
- Spamming. Examples of spam include but are not limited to (a) any violation of the CAN-SPAM Act of 2003, (b) mail bombing (sending multiple unsolicited electronic mail messages); (c) sending chain mail; (d) sending unsolicited commercial e-mail, such as advertising or promotion of products or services or seeking charitable donations; (e) using deception in emails such as falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin; (f) relaying mail through another site without permission, and/or (g) sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender, or ignoring opt-out requests, or using distribution lists where the listees have not opted to receive email from the sender.
- Violating security of the Services or other persons. Examples of prohibited security violations include but are not limited to: (a) unauthorized monitoring, scanning or probing of networks or other actions aimed at the unauthorized interception of data or harvesting of e-mail addresses; (b) hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any network, server, computer, access and control device, software or data without express authorization of the owner of the system or network; (c) impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.); (d) distributing or using tools (except for legitimate and authorized network security purposes) designed to compromise security (e.g., password guessing programs, packet sniffers or network probing tools); or (e) knowingly uploading or distributing viruses, spyware, Trojan horses, worms, root kits or any other similar programs that may damage the operation of another entity’s computer or network.

You are Responsible for Your Actions and Security. You are solely responsible for maintaining security of your systems and the devices that connect to and use our Services, including implementation of necessary patches and updates. You are also solely responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted when you use the Services. We are not responsible for what you access using the Services. You are responsible for taking prompt corrective action(s) to remedy a violation of this AUP and to help prevent similar future violations.

Your Failure to Comply with this AUP; Monitoring Usage; Our Remedies. If you fail to comply with this AUP, we may immediately suspend your access to (up to permanently terminating your right to access) the Services, either with or without notice to you, and without refund to you of any price you may have paid for access. Termination/suspension is not our sole remedy. Any notification that we send pursuant to this AUP will be sent via e-mail to the e-mail address on file with us, or may be in writing to the customer’s address of record. It is your responsibility to promptly notify us of any change of contact information.

We don't ordinarily proactively monitor the activities of our guest to ensure compliance with this AUP and/or the law, and we do not have any obligation to monitor content of any materials distributed or accessed using our Services. However, we reserve the right to monitor activity and content of any materials transmitted over our Services/network as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect our network and guests, or as part of maintenance or operations. If we discover or are alerted to violations or potential violations of this AUP, we will take whatever measures we deem necessary to stop or prevent those violations, including the actions described in this AUP. Our decisions are final in connection with any such violations. We may refer potential violations to proper authorities, and we assume no obligation to inform you that your information has been provided; in some cases, we may be prohibited by law from giving such notice. You are responsible to us for any and all expenses and losses we incur (including legal expenses) resulting from your failure to comply with this AUP. In addition, the User Agreement includes additional indemnification provisions in our favor.

Incident Reporting and DMCA Copyright Notifications. Any complaints (other than claims of intellectual property infringement—which are covered in the next paragraph) regarding violation of this AUP by any of our guests should be directed to host@belairejunctionrvpark.com. Please include details (if practicable) that would assist us in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

We have no obligation to investigate possible copyright infringements with respect to materials transmitted by any users of the Services. However, we will process valid notifications of claimed infringement under the Digital Millennium Copyright Act, 17 U.S.C. § 512. The designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is: Belaire Junction RV Park - Compliance, 13103 NE H K Dodgen Loop, Temple, TX 76501; phone: 254-314-8033; email: host@belairejunctionrvpark.com.