

# Blue Ridge Preservation Internet Use Agreement

THIS INTERNET USE AGREEMENT represents the complete agreement and understanding between the Blue Ridge Preservation, and the tenant, for the use of limited internet access service provided by Blue Ridge Preservation (“Service”). Tenant’s use of Service shall constitute tenant’s acceptance of the terms and conditions of this agreement including the Internet Operating Policies. Upon notice published online via the Blue Ridge Preservation website, Blue Ridge Preservation may modify these terms and conditions, and amplify them, as well as discontinue or change the services offered. Tenant’s use of Service after modification shall constitute tenant’s acceptance of the modifications.

## TERMS AND CONDITIONS

**PROVISION OF SERVICES.** The Service is a service whereby a tenant may gain direct high speed limited access to the Internet via an Ethernet wall jack in a tenant’s rental unit, where provided. Blue Ridge Preservation blocks file sharing usage including but not limited to BitTorrent and peer-to-peer internet traffic for the purpose of prohibiting copyright violations by tenants and others on property.

**SERVICE RATES AND CHARGES.** The Service is provided free of charge as a convenience to the tenant and is not provided as a service with economic value.

**LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES.** Your use of the Service is at your own risk. Neither Blue Ridge Preservation nor any of its underlying service providers, information providers, licensors, employees, or agents, warrant that the Service will be uninterrupted or error free; nor does Blue Ridge Preservation or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER BLUE RIDGE PRESERVATION NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS

OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD BLUE RIDGE PRESERVATION RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM BLUE RIDGE PRESERVATION MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. BLUE RIDGE PRESERVATION DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND BLUE RIDGE PRESERVATION SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the service or on the Internet generally. Blue Ridge Preservation does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Blue Ridge Preservation has no control over and accepts no responsibility whatsoever for such materials.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Blue Ridge Preservation to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

**INDEMNIFICATION BY USER.** You shall indemnify and hold harmless Blue Ridge Preservation and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual

property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

**OTHER RESPONSIBILITIES OF USER.** You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. You agree to perform independent backup of data stored on your computer as Blue Ridge Preservation is not responsible for personal files residing on your computer.

**TERM.** This agreement for the use of the Service will be in effect from the date your executed lease is accepted by Blue Ridge Preservation or the time you first access the Service whichever comes first. This agreement and your use of the Service may be terminated by either you or Blue Ridge Preservation at any time by written notice to the other, or by Blue Ridge Preservation at any time with or without notice for your non-payment, other default, or violation of any terms of this Internet Use Agreement or Internet Operating Policy. The provisions of paragraph 4.0 and all other obligations of and restrictions on you and any user of your Service shall survive any termination of this Internet Use Agreement and Internet Operating Policy.

**MISCELLANEOUS.** This Internet Use Agreement and Internet Operating Policy shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed in North Carolina. You agree that any legal action or proceeding between Blue Ridge Preservation and you for any purpose concerning these agreements or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in North Carolina. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Blue Ridge Preservation's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to

modify any provision of this Agreement. Blue Ridge Preservation may assign its rights and duties under this Agreement to any party at any time without notice to you.

**INTERNET OPERATING POLICY - SERVICE IS PROVIDED ON THE FOLLOWING TERMS:**

1. Blue Ridge Preservation is not responsible for the provision, performance and support of your PC. Blue Ridge Preservation provides support for Service only to the Ethernet wall jack in your bedroom. Support for your PC and any connecting Ethernet cables or any other devices to the wall jack is your responsibility. If you believe the Service is not working properly, Blue Ridge Preservation will test the Service at your wall jack for a \$25.00 fee payable at the time of testing. If, in the sole judgment of Blue Ridge Preservation, Service is found to be faulty, the \$25.00 testing fee will be waived.
2. You are solely responsible for keeping your computer secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer and other systems from any infection by malicious code or unauthorized use.
3. Blue Ridge Preservation cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the “always-on” nature of the Service. In addition, Blue Ridge Preservation strongly recommends you add further security protection by obtaining current updates to your application software.
4. You may not use the Service in any way which, in Blue Ridge Preservation’s sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other Blue Ridge Preservation tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service, or plugging in your equipment incorrectly. If Blue Ridge Preservation determines you are using excessive bandwidth or have plugged in your equipment incorrectly, at our discretion we may reduce the bandwidth available at your wall jack, or temporarily suspend or permanently disconnect the Service (with or without notification). Blue Ridge Preservation automatically blocks file sharing usage, including but not limited to BitTorrent & peer-to-peer internet traffic.
5. Occasionally, we may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as is reasonably possible under existing circumstances.
6. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
7. Blue Ridge Preservation reserves the right to email Service announcements to you as part of the Service. It is the tenant’s responsibility to notify the office of a change of email address.

8. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity.
9. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
10. You may not do anything which is contrary to the acceptable use policies of any connected networks and Internet standards.
11. You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
12. You may not hack into any aspect of the Service.
13. You may not circumvent, or attempt to seek to circumvent, any of the security safeguards of Blue Ridge Preservation or any of its suppliers or vendors.
14. You may not use the Service to cause annoyance, interference, inconvenience or needless anxiety to tenants or others.
15. You may not send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email or by any other electronic means.
16. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.
17. You may not use the Service other than for your personal use, and you acknowledge that Blue Ridge Preservation shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.
18. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.
19. You may not permit any third party to do any of the above.
20. A current copy of the Internet Use Agreement is posted at <https://blueridgepreservation.com/internet-use-agreement>. The version of this Internet Use Agreement and Operating Policy stored at that URL is considered the current and binding version.
21. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
22. These Terms and Conditions and the Internet Use Agreement set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a managing partner of Blue Ridge Preservation. In particular nothing said

by any employee or person on behalf of Blue Ridge Preservation should be understood as a variation of these Terms and Conditions or an authorized representative about the Service or the nature and quality of items displayed thereon. Blue Ridge Preservation shall have no liability for any such representation being untrue or misleading.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby agree to the terms of this agreement:

BLUE RIDGE PRESERVATION:

By: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT(S):

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_