

Please read the following information carefully before using this service. Your use of the service indicates your acceptance of these Terms and Conditions.

Welcome to the wireless high-speed Internet access system ("Wi-Fi System") at Ashburn Farm Association. These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at Ashburn Farm Association.

By your use of the Service, you acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may travel through the Service; (iii) that Ashburn Farm Association does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that the Service is provided "as is" and on an "as available" basis, without warranties of any kind, whatsoever; and (v) that you assume all risk associated with your activities conducted online through the Service and assume all liability and damages incurred by yourself, Ashburn Farm Association, or a third party that arise or result from your activities conducted online through the Service, whether known or unknown at the time of use.

Access to the Service may be denied, blocked, suspended, or terminated by Ashburn Farm Association at any time for any reason including, but not limited to: violation of these Terms of Service, actions that may lead to liability for Ashburn Farm Association, disruption of access to other patrons or networks, and violation of applicable local, state, and, or federal laws or regulations. Use of the Service shall not be construed as creating a relationship of any kind between Ashburn Farm Association and any user of the Service. These Terms of Service shall be governed, interpreted and construed according to the laws of the state of Virginia.

Acceptable Use of the Service

Activities conducted online through the Service shall not violate any applicable law or regulation or the rights of Ashburn Farm Association, or any third party. Ashburn Farm Association will fully cooperate with law enforcement upon receipt of notice that use of the Service is in violation of applicable law. If you are unsure whether your use of the Service and activities conducted online may violate these Terms of Service, you are advised to cease the activity immediately. Examples of prohibited activities include, but are not limited to:

- Spamming and Invasion of Privacy
- Intellectual Property Right Violations
- Obscene or Indecent Speech or Materials
- Defamatory, Threatening, or Abusive Language
- Forging of Headers
- Hacking, Scans, or other subversive Information Gathering Activity
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities
- Facilitating a Violation of this Agreement of Use
- Resale of the Service

Termination

You agree that Ashburn Farm Association may terminate this Agreement and cancel your access to the Wi-Fi 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 System to perform any illegal activity. You further agree that in the event of termination for any reason, Ashburn Farm Association will have no liability to you.

Indemnification

You shall defend, indemnify and hold Ashburn Farm Association 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 System or any breach of this Agreement.