

Lake Forest Country Club

Terms of Use Agreement for LFCCLink™

These terms and conditions (the "Terms") govern your use of Lake Forest Country Club's LFCCLink service ("Service") and the associated network ("Network"). Before using Lake Forest Country Club's (LFCC) Service, read the following Terms. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service. LFCC reserves the right to amend these Terms at any time. You can review the most current version of these Terms at <http://www.lakeforestgolf.com> and you are responsible for periodically reviewing these terms for any updates or changes. Your continued use of the Service following any updates or changes to these Terms constitutes your acceptance of the new Terms.

In addition, other Terms of Use Agreements, Privacy Policies, and documents from Insight Cable Company and other private, local, state, federal organizations and agencies may govern the use of the Service. Insight Cable Company documents should be reviewed before using the service and are located at:

http://www.insightbb.com/terms_conditions/default.aspx and
<http://www.insightbb.com/privacy/default.aspx>

Description of the Service

LFCC will provide you with wireless access to the Internet through the provision of this Service. The Service includes providing end-users with appropriate WiFi technology access to certain LFCC high-speed Internet access points ("Locations"). LFCC may, but is not obligated to, extend its Locations through the installation of additional wireless access points, network connections or roaming agreements with other Internet Service Providers.

General Use Restrictions

Subject to your acceptance of and compliance with these Terms and compliance with all LFCC Online Policies identified below, you are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to sell, transfer, resell or exploit for any commercial or personal purposes any portion of the Service, use of the Service, or access to the Service. You have no right to resell, sublicense, assign or transfer your right to access the Service or use the LFCC Network. All information, documents, products, and software (the "Materials") you may be provided with this Service by LFCC or others respective manufacturers, authors, developers, licensees and vendors (including, without limitation, Insight Cable) (the "Third Party Providers") and are the copyrighted work of LFCC and/or the Third Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of LFCC or the Third Party Provider. You also may not, without LFCC's

prior express written permission, "mirror" any Material provided with this Service on any other server.

Nothing provided with this Service shall be construed as conferring any license under any of LFCC's or any Third Party Provider's intellectual property rights, whether by estoppels, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. Any unauthorized use of any Materials provided with or through this Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Eligibility

You must be at least 18 years of age to use the Service or be in the company and supervision of a parent if under 18 years of age to use the Service.

Cost of Service from 19th Hole Wireless Access Point

The Service is being provided to you for no charge. The Service is provided on a day-to-day basis and the availability and charge of the Service is subject to change.

Cost of Service from Private Dining Room Wireless Access Point

The Service is being provided to you for a daily charge basis. The current charge or cost for the service can be obtained from LFCC's Club Manager or Catering Director. The Service is provided on a day-to-day basis and the availability and daily charge of the Service is subject to change. Should material interruptions in the Service occur, you may be entitled to all or a portion of the daily charge. Users of the Service must agree that the sole remedy for a total loss or major interruption in the Service is the reimbursement of the daily charge that they paid for the Service.

Cancellation of Services

While it is not anticipated, LFCC may cancel the Service at any time. Within LFCC's sole discretion, LFCC reserves the right cancel the Service at any time, with or without notice, if LFCC determines the Service is being used in an unlawful or improper manner, including violation of any law, regulation, these Terms or the online policies.

Operational Limits of the Service

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that LFCC will not be liable for such interruptions. You further understand and agree that LFCC has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of LFCC.

Modifications to the Service

LFCC reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof) with or without notice. You agree that LFCC will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

Third Party Content Disclaimer/ Links to Third Party Sites

Materials provided by Third Party Providers have not been independently authenticated in whole or in part by LFCC. LFCC does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by LFCC. This Service may be linked to other websites which are not under the control of and are not maintained by LFCC. LFCC is not responsible for the content of those sites. LFCC is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by LFCC of those sites.

Disclaimer of Warranties

UNLESS OTHERWISE EXPLICITLY STATED, THE SERVICE IS PROVIDED "AS IS", AND IS FOR PERSONAL USE ONLY. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. LFCC MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY OF THE SERVICE PROVIDED. ANY QUESTIONS REGARDING THE SERVICE SHOULD BE DIRECTED TO THE PROVIDERS OF SUCH SERVICE. HOWEVER, LFCC DOES NOT AUTHORIZE ANYONE OT MAKE A WARRANTY ON LFCC' BEHALF AND YOU MAY NOT RELY ON ANY STATEMENT OF WARRANTY BY A THIRD PARTY AS A WARRANTY OF LFCC.

Limitation of LFCC Liability

LFCC SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING THE SERVICE, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING ANY MATERIALS. MOREOVER, IN NO EVENT SHALL LFCC BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST REVENUE, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER FOR BREACH OR IN TORT, EVEN IF LFCC HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN JURISDICTIONS WHERE PERMITTED, LFCC' SOLE LIABILITY TO YOU UNDER THESE TERMS SHALL BE LIMITED TO THE

TOTAL AMOUNT OF MONEY PAID TO LFCC BY YOU FOR USE OF THE SERVICE.

Liability of User

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND WILL NOT MAKE A CLAIM AGAINST LFCC FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE AND MATERIALS.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS LFCC (INCLUDING ITS PARENT AND AFFILIATE COMPANIES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS) FROM, AND YOU COVENANT NOT TO SUE LFCC FOR, ANY CLAIMS BASED ON, OR STEMMING FROM, YOUR USE OF THE SERVICE AND MATERIALS.

Trademarks

LFCC, the LFCC logo, LFCCLink(tm), graphics and symbols on the LFCC website or used or viewed during the use of Service, and all LFCC-based trademarks and logos, may be trademarks or registered trademarks of Lake Forest Country Club Inc. in the United States and other countries.

Acceptable Use Policy

By using Service provided by LFCC you agree to comply with this Acceptable Use Policy. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable, and the types of uses that must be avoided. Common sense is the best guide as to what is considered acceptable use.

Failure to observe the guidelines set forth in this document can result in anything from a warning to a suspension of privileges or termination of your Service. Decisions of LFCC's staff and/or the Board of Directors are final. LFCC may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. LFCC assumes no obligation to inform a member that the member's information has been provided and, in some cases, may be prohibited by law from giving such notice.

Indemnification

User agrees to indemnify, defend and hold harmless Lake Forest Country Club, staff, Board of Directors and its affiliates, against all claims, demands, costs and expenses (including reasonable attorney fees and any costs or fees for investigation of such claims or demands) resulting from a User or member engaging in any of the prohibited activities listed in this

document or resulting from their violation of the general or acceptable use policy, or any Insight Cable company policy related to the Service, or any other third party policies.

General Use Policy

In this Policy, "Service(s)" refers to any dial-up, DSL Internet access, wireless Internet access, or similar services that you may have been allowed to use or have purchased from LFCC. Your use of these Service is subject to the terms and conditions you accepted in conjunction with the Services you purchased from LFCC. This Policy is intended to provide you with a set of guidelines you must follow in your use of your account. You are responsible for avoiding the prohibited activities and following the Policy set forth herein. Violations of this Policy, and therefore the Service Agreement, may result in action including, but not limited to fines, or suspension or termination of your account.

LFCC will not, as an ordinary practice, proactively monitor the activities of those who use its Services to ensure that its users comply with this Policy and/or the law. If LFCC is alerted to violations or potential violations of this Policy, LFCC will take whatever measures it deems necessary to stop or prevent those violations, including the actions described in this Policy.

The following is a list of guidelines for using your Internet account. This Policy is a guideline and is not an inclusive listing of prohibited conduct.

Abuse of Email/Spamming

The Service you are receiving from LFCC may include the ability to send and receive electronic mail. Use of your electronic mail account to send unsolicited commercial messages is prohibited. Mass electronic messages or "mail-bombing" (sending mass unsolicited mail or deliberately sending very large attachments to one recipient) are prohibited. Forging electronic mail headers (addresses) is also prohibited regardless of commercial content. Use of electronic mail to harass or intimidate other users is prohibited.

Spamming, sending large numbers of unsolicited commercial email messages or unsolicited bulk email to advertise, offer, sell, or buy any goods or services, for any business or individual, is strictly prohibited. In response to a complaint, LFCC has the discretion to determine, from all of the evidence it receives, whether the intended recipients were from an "opt-in" email list.

You are also prohibited from sending the same or substantially similar unsolicited email message, whether commercial or not, to fifty (50) or more recipients. In the interest of maintaining network performance, you should not send unreasonably large electronic mail attachments. You are prohibited from running programs designed to defeat network inactivity time-outs and maintaining an open SMTP relay is prohibited.

Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the United States, is prohibited.

Facilitating a Violation of this Agreement

You are strictly prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this Agreement. This includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Illegal Activity/Tortious Conduct

Any activity on LFCC's network that is a violation of any State or Federal law is a violation of this Agreement. Prohibited activities include, but are not limited to:

- transmitting obscene materials
- intentionally spreading computer viruses
- gaining unauthorized access to private networks
- engaging in the transmission of pirated software
- conducting or participating in illegal gambling
- soliciting for illegal pyramid schemes through electronic mail or USENET postings.

You are strictly prohibited from using the Service in a manner that:

- violates rules, regulations and policies applicable to any network, server, computer database, web site or ISP that you access through the Service;
- violates any law, regulation, treaty or tariff;
- is defamatory, fraudulent, indecent, offensive or deceptive;
- threatens, harasses, abuses, or intimidates others;
- damages the name or reputation of LFCC, its affiliates or subsidiaries;
- or to create or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of LFCC.

Infringement of Intellectual Property Rights

You are prohibited from publishing, submitting, copying, uploading, posting, transmitting, reproducing, theft of, infringement on, or distributing information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consents to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an LFCC site or Service.

Interference with Other Customers Use

You are prohibited from using the Service in a manner that interferes with other customers' use and enjoyment of the Services provided by LFCC.

Internet Relay Chat Rules

Although LFCC does not offer software or technical support for Internet Relay Chat (IRC), you may use your account to connect to IRC servers and networks maintained by third parties. Please remember that you are a guest when you make use of these facilities. It is particularly important that you do not engage in activities that might interfere with other customers' access to IRC.

- You shall not use IRC scripts or programs that interfere with or deny service to other users on any other server, host, network, or channel.
- You shall not engage in activities that harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors.
- You shall not attempt to impersonate other users. The use of nicknames does not necessarily constitute impersonation.
- You shall not run "clones" (multiple, simultaneous IRC connections) and/or "robots".

Newsgroups/USENET postings and Chat Rooms Abuse

The Service you have purchased may give you access to thousands of USENET news groups. These USENET groups allow you to read and post articles on a variety of topics. USENET groups may be moderated or un-moderated. Groups may also have a charter that describes what posts are appropriate.

Posting commercial messages to a USENET group is a violation of this policy unless that specific USENET group has invited commercial postings in its charter. If you are unable to find a group's charter, or the charter does not address commercial posts, you must assume that commercial posting to that group is not welcome.

Posting off-topic articles or articles that are not related to that group's subject matter as defined in the newsgroup's charter are also not welcomed. Cross-posting identical postings to over five USENET groups, posting for the purpose of threatening, harassing or intimidating USENET group users and forging USENET post header information are also prohibited activities.

LFCC does not censor or the control content posted to a USENET group. As a user of our Service, you are solely responsible for the content that you publish. Upon notification that certain postings violate this policy, the law, or infringe on a Trademark or Copyrights of another, LFCC may, at its discretion, remove offending posts from its news server.

LFCC reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates this AUP.

You are also prohibited from abusing chat rooms. Such abuse includes, but is not limited to,

scrolling (repeatedly entering either meaningless characters, three or more repeated blank lines, the same text three or more times, or consistently repeating text in a Chat room).

Posting the same or substantially similar unsolicited note, whether commercial or not, to a newsgroup, bulletin board, or message board ten (10) or more times a day is prohibited. If this provision is violated, you shall pay LFCC \$50 per day for unintended violations and \$500 per day for deliberate violations.

Network Security

It is your responsibility to help ensure the security of the network. You are responsible for ensuring that you use the Services in an appropriate manner. You are required to take all necessary steps to manage the use of the Services obtained from LFCC in such a way that network abuse is minimized. Violations of system or network security are prohibited, and may result in criminal and civil liability. LFCC will investigate incidents involving such violations and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, but are not limited to the following:

- Failing to secure your system against abuse. You are responsible for configuring and securing your services to prevent the disruption of service to other customers. You will be held liable if unknown third parties utilize your Services at any time for the purpose of illegally distributing licensed software. It is your responsibility to monitor these services. Examples of unsecured services would be use of SMTP relay, incorrect configuration of Proxy or SOCKS services, PC Anywhere, SNMP Broadcaster, FTP server. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse. It is your responsibility to insure that your network and/or computer are configured in a secure manner. You may not, through action or inaction, allow others to use your network for illegal or inappropriate uses, and/or any other disruptive, provoking, abusive behavior that is in violation of these guidelines or the LFCC Service agreement for the Service(s) you have purchased;
- Using any software or device that allows your account to stay logged on while you are not actively using the LFCC Service or using your account for the purpose of operating a server of any type;
- Uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Hacking – breaking the security on any computer network or accessing an account that does not belong to you. This includes, but is not limited to, unauthorized access to, or use of, data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. This would include use of sniffers or SNMP tools.

Other Activities

You are prohibited from engaging in any other activity, illegal or not, that LFCC determines in its sole discretion, to be harmful to its members, operations, reputation, goodwill, or member relations.

Survival

All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and our rights and the rights of others).

Entire Agreement

This Agreement and its exhibits and components constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. In the event that any portion of this Agreement, and/or its components, is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Insight's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed 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.