

THE CONCORD MARINA WIFI SERVICE TERMS OF USE ('TOU') AGREEMENT

This Terms of Use agreement ('TOU') sets forth the terms, conditions and guidelines for use of the Concord Marina WiFi (the Service) and constitutes a legally binding contract between you, on the one hand, and Concord Marina and its suppliers and providers. Please read this TOU carefully before activating or using an account with the Service.

INDEMNITY

Do not give out this code or allow others uncontrolled usage. You are responsible for all illegal internet activity through your access code! You agree to indemnify and hold us and our subsidiaries, affiliates, partners, telecommunications providers, service providers, officers, employees and agents harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of the use of the Service, any Content you post, email, transmit, or relay to or through the Service, your violation of the TOU, or your violation of any third-party rights, including without limitation, the infringement by you, or any other user of your account, of any intellectual property or other rights of any person or entity. You further agree to notify Concord Marina of any known abuse of this Service.

CONTENT

We have no obligation to monitor the Services and provide an unfiltered connection to the Internet. We do not routinely review data, documents, materials, or information before they are transmitted through the Service. We will have no liability--whether arising under the laws of copyright, patent, trade secret, defamation, privacy, obscenity, or otherwise--related to the content of any such communications.

You are solely responsible for all content including, but not limited to, photographs, illustrations, icons, articles, text, audio clips, and video clips (collectively, Content) that you post, email or otherwise transmit via this Service. We do not control Content accessed, viewed, posted, emailed or otherwise transmitted or received via the Service, and do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Internet, you may be exposed to Content that is offensive, indecent or a violation of individuals' or proprietary rights. You are solely responsible for using reasonable efforts to screen unwanted material. Under no circumstances will we be liable for any Content accessed, viewed, posted, emailed or otherwise transmitted or received via the Service, regardless of where it originated. In addition, you agree not to rely on any Content created or posted by us.

At our sole discretion, we may take any action we deem necessary to minimize liability for us, our affiliates, or our partners, including (but not limited to) removing any Content and/or immediate terminating the Service to a user whose conduct fails to conform with the letter or spirit of these terms and conditions. If we determine a need to monitor the Services, in our sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or to protect us and our users. Please review our Privacy Policy. We reserve the right to block any user's access to any Content, Web site or Web page in our sole discretion.

PROHIBITED USES

You agree to use this Service only for lawful purposes and not to allow others to use your account for any unlawful purpose. Use of this Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law, regulation, ordinance, or other rule imposed by any governmental authority is prohibited. You also agree not to use the Service:

1. in violation of this TOU or other rules and guidelines that we may promulgate from time to time;
2. to use, transmit, or disseminate any materials that infringe or violate any third-party's copyright, trademark, trade secret, privacy, patent, or other proprietary or property right, or in a manner that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation (including laws applicable to exportation of encryption software);
3. to flood or disrupt any newsgroup, mailing list, chatroom, or similar forum, including without limitation, by excessive hitting of the return key or scrolling faster than others;
4. to post material to any newsgroup, mailing list, chatroom, or similar forum that is inappropriate or off-topic according to the charter or other public statements of the forum, or established conventions, including without limitation, unsolicited advertisements or large amounts of text or images. You are responsible for determining whether or not a newsgroup, mailing list, chatroom, or similar forum permits the type of message you intend to post;
5. to alter or forge any headers of email messages or any other electronic transmission, in part or whole, to conceal the email address, prevent others from responding to the message(s), or mislead or deceive others as to the identity of the sender of the message(s);
6. to pretend to be someone else;
7. to transmit or disseminate harassing, libelous, abusive, threatening, obscene, defamatory, embarrassing, distressing, annoying, unlawful, tortious, harmful, pornographic, vulgar, racially or ethnically offensive, hateful, or otherwise objectionable materials or materials that are invasive of another's privacy;
8. in any way that harms or has the substantial likelihood of harming any minor;
9. to transmit, disseminate, or upload viruses, worms, any software intended to damage or alter a computer system without the owner's consent, or any other harmful, disruptive, or destructive files or devices;
10. in any way that generates excessive network traffic, adversely affects the ability of others to use the Service, or otherwise disrupts the normal use of the Service, including without limitation, by running excessive numbers of processes, attempting to disrupt the connections of other users, consuming excessive amounts of CPU time, memory or disk space, running multiple simultaneous logins, using auto-responders, cancel-bots or other similar mechanisms, or

mail-bombing, news-bombing, or sending excessive amounts of unsolicited email (whether commercial or informational);

11. to transmit, disseminate, or relay advertising, chain letters, pyramid schemes, SPAM, junk mail, charity requests, petitions, or any other type of unsolicited emailing (whether commercial or informational) to persons or entities that have not agreed to be part of such mailings, or to harvest or collect information about another user for such purposes;

12. to view or intercept email or any other electronic transmission not intended for you;

13. to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Service, or offer use of the Service or access to the Service;

14. to get, collect, or store password or account information, or other private information from another user without consent;

15. to stalk or solicit another person against that person's wishes;

16. for high-volume or commercial purposes; or

17. to post or send any fraudulent or misleading offers of products, items, or services.

18. resell the Services without Concord Marina's authorization;

19. use the Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, FTP server, or any other server.

SYSTEM AND NETWORK SECURITY

Violations or abuses of system or network security of the Service are prohibited, and may subject you to criminal and/or civil liability. We will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. You may not interfere or attempt to interfere with the security of the Service or the system resources of the Service. You may not circumvent or attempt to circumvent the authentication procedures or security of the Service or any host, network, network component, or account to access data, accounts, or systems that you are not expressly permitted to access. You may not use or attempt to use another person's or entity's account, service, network, or system without authorization. You may not interfere or attempt to interfere with any other user, host, system, or network on the Internet unless expressly permitted to do so.

VIOLATION OF TOU

If we and/or our affiliates, partners, or providers become aware of possible violations of the letter or intent of this TOU, we may, in our sole discretion, initiate an investigation, suspend or terminate the account, remove materials from our servers, cancel newsgroup posts, issue a warning, block any prohibited activity, or take any other responsive action. You agree to respond in a timely manner to any complaints. We and our affiliates, partners, or providers reserve the

right to assess a charge of \$500.00 per complaint received by us or our affiliates, partners, or providers and to recover damages for such complaints for any harm done to the system or Service or for employee hours devoted to responding to complaints. Nothing contained in this TOU shall be construed to limit the actions we and/or our affiliates, partners, or providers may take or remedies available to us and/or our affiliates, partners, or providers in any way with respect to any prohibited activity or conduct.

Users who violate this TOU may additionally incur criminal and/or civil liability. We may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with their investigations of any suspected civil or criminal violations, or any other wrongdoing.

Non-enforcement of any provision of this TOU does not constitute consent or waiver, and we reserve the right to enforce such provision(s) in our sole discretion.

LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OUR AFFILIATES, SUPPLIERS, SERVICE PROVIDERS, OR OTHER THIRD PARTIES AFFILIATED WITH US BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXTRAORDINARY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE RESULTS OF USE OF THE SERVICE, ANY STORAGE MEDIA RELATED TO THE SERVICE, ANY SOFTWARE CONTAINED ON SUCH STORAGE MEDIA (INCLUDING THIRD-PARTY SOFTWARE), ANY WEB SITES LINKED TO THE SERVICE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE CONTENT ANYWHERE ON THE INTERNET, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ANY OF OUR SUPPLIERS, SERVICE PROVIDERS, OR THIRD-PARTY AFFILIATES, ARISING FROM OR RELATING TO THIS TOU (REGARDLESS OF THE FORM OF ACTION OR CLAIM, e.g., CONTRACT, WARRANTY, TORT, STRICT LIABILITY, NEGLIGENCE, MALPRACTICE, FRAUD OR ANY OTHER LEGAL THEORY) IS LIMITED TO ONE DOLLAR (\$1). APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Concord Marina WiFi - Customer Agreement

Read This Customer Agreement Carefully Before Using Our Wireless Internet Services.

The terms and conditions of this Agreement shall govern the relationship between you ("Customer") and Concord Marina. Concord Marina provides its wireless internet access services, as they may exist from time to time ("Services"), to Customers who establish an account with Concord Marina. By establishing an account or using any software provided, developed, licensed or owned by Concord Marina (the "Software"), you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other Concord Marina policies posted on our Web site.

Subscription Plans

Access points or enabled venues "Hotspots" may not be available in all areas. Current prices for Concord Marina's WiFi Services are maintained by our harbor master. Concord Marina reserves the right to change prices and institute new fees at any time.

Usage of Concord Marina's WiFi by customer is subject to the following limitations:

Daily customers total data transmission in any twenty-four (24) hour period is expressly limited to a maximum of three hundred megabytes (300MB) of data (both uploaded and downloaded data). Monthly customers total data transmissions in any month (date and time bought to next month on the same day and time) is expressly limited to a maximum of ten gigabytes (10 GB) of data (both uploaded and downloaded data). In the event any customer reaches these maximum megabyte or gigabyte allowances at any time prior to the expiration of the applicable period of time the customer will subject to suspension of access until the next applicable period of time.

Payment Obligations of a Customer

Customers are responsible for any charges to their account.

Delinquent accounts may be suspended or canceled at Concord Marina's sole discretion; however, charges will continue to accrue until the account is canceled and collection fees, late charges or other similar fees may be added. Concord Marina may bill an additional charge to reinstate a suspended account.

Customer's Account, Password and Security

Upon subscribing, you will receive a username and password. You are the only authorized user of your Concord Marina WiFi internet access account, unless otherwise specified in your service plan. Failure to comply with this agreement may result in a suspension or cancellation of users account. You should keep your username and password confidential. Concord Marina is not responsible for any unauthorized use of your account or access of information through your account. Please notify Concord Marina immediately upon discovering any unauthorized use of your account.

You agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. You also agree not to provide any public

information services over a wireless LAN connection.

Username and passwords are Concord Marina's property and Concord Marina may alter or replace them at any time.

Monitoring The Services

Concord Marina has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Concord Marina, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or governmental or legal requests; operate the Services properly; or protect itself and its Customers.

BY INSTALLING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE.

Disclaimer of Warranties and Limitation of Liability

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY CONCORD MARINA, CONCORD MARINA DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. CONCORD MARINA HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONCORD MARINA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CONCORD MARINA 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 CONCORD MARINA OR THE INTERNET GENERALLY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND CONCORD MARINA DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY CONCORD MARINA OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. CONCORD MARINA AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM

YOUR USE OF THE SERVICES, OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, CONCORD MARINA'S CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID BY SUCH CUSTOMER DURING A ONE YEAR PERIOD.

Web Site Usage

Our Web site on the World Wide Web at the domain "<http://www.concordmarina.com>" or any other site operated by Concord Marina is a complimentary information service offered by Concord Marina at no charge to Customers. We may provide links on the Web site to other Web sites that are not under our control. These links are provided for convenience only and are not intended as an endorsement by Concord Marina of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

Your posting of material on the Web site or providing material to Concord Marina to use on the Web site will be deemed to be a grant by you to Concord Marina of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

Term of Agreement

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and terminate your account.

Jurisdiction

These terms and conditions shall be governed by and interpreted according to the laws of the state of Tennessee without reference that states conflicts of laws.