

Barber-Nichols Guest Network Terms of Service

Effective Date: 11/1/2023

Welcome to the Barber-Nichols Guest Network (the "Network"). By clicking to accept or agree to these Terms of Service, you accept and agree to be bound and abide by them. If you do not want to agree to these Terms of Service, you must not access or use the Network.

1. Acceptance of Terms

By connecting to and using the Network, you acknowledge and agree to the terms and conditions outlined in the Terms of Service. If you are using the Network on behalf of an organization, you also represent that you have the authority to accept these terms on behalf of that organization.

2. Network Access

- a) Access to the Network is provided as a service by Barber-Nichols for the convenience of its guests, employees, and customers. Access may be granted, suspended, or revoked at the sole discretion of Barber-Nichols.
- b) The Network is intended for general use and is not to be used for any illegal, unauthorized, or unethical activities.

3. User Conduct

- a) Users are responsible for their own actions while using the Network and must comply with all applicable laws and regulations.
- b) Users shall not engage in any of the following activities while using the Network:
 - i. Unauthorized access to the Network or any server, computer, data, or other resource or element connected to the Network.
 - ii. Distribution or use of any of device, malware, or malicious software, or any other routine that interferes with the proper working of the Network.
 - iii. Violation of copyright, trademark, or intellectual property rights.
 - iv. Harassment, defamation, or any form of harmful communication.
 - v. Impersonation or an attempt to impersonate Barber-Nichols, a Barber-Nichols employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
 - vi. Any activity that may cause harm to the Network or other users or expose them to liability, or that restricts or inhibits anyone's use or enjoyment of the Network.

- vii. Transmission of, or procurement of the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- viii. Use of the Network in any manner that could disable, overburden, damage, or impair the Network or interfere with any other party's use of the Network, including their ability to engage in real time activities through the Network.
- ix. Use of any robot, spider, or other automatic device, process, or means to access the Network for any purpose, including monitoring or copying any Network traffic or resources available on the Network.
- x. Use of any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.
- xi. Violation of, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Network.
- xii. Otherwise attempt to interfere with the proper working of the Network.

4. Content Standards

You agree not to use the Network to send, knowingly receive, upload, download, use, or re-use any material which:

- a) Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- b) Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c) Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- d) Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- e) Is likely to deceive any person.
- f) Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- g) Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- h) Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- i) Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- j) Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

5. Security

Users are responsible for the security of their devices and data while connected to the Network. Barber-Nichols is not liable for any data breaches or security incidents.

6. Monitoring and Enforcement

- a) Barber-Nichols, in its sole discretion, will determine whether a user's conduct is in compliance with these Terms of Service. Barber-Nichols has the right to:
 - i. Monitor use of the Network for any purpose in its sole discretion and as it sees fit.
 - ii. Take any action it deems necessary or appropriate in its sole discretion if it believes a user's conduct violates these Terms of Service, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Network or the public, or could create liability for Barber-Nichols.
 - iii. Disclose a user's identity or other information about the user to any third party who claims that material posted by the user violates third party rights, including their intellectual property rights or their right to privacy.
 - iv. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Network.
 - v. Without limiting the foregoing, Barber-Nichols has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone who accesses or uses the Network.
- b) While using the Network, users may be subject to data collection and monitoring for network management and security purposes. Barber-Nichols will handle collected data logs for 180 days, per our data restriction policies.

7. Disclaimers and Limitations of Liability

- a) THE NETWORK IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- b) BARBER-NICHOLS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING FROM THE USE OR INABILITY TO USE THE NETWORK.

8. Termination

Barber-Nichols reserves the right to terminate a user's access to the Network at any time, for any reason, without notice.

9. Modification of Terms

Barber-Nichols may modify these Terms of Service at any time, and such changes will be effective upon posting the updated agreement on the Network's splash screen.

10. Governing Law

These Terms of Service is governed by and construed in accordance with the laws of Colorado, without regard to conflicts of law principles, and any disputes shall be subject to the exclusive jurisdiction of the federal and state courts of Colorado.

For questions or concerns related to these Terms of Service, please contact Barber-Nichols at (info@barber-nichols.com).

Thank you for choosing using the Barber-Nichols Guest Network.