

Before you use the Peter Cowen Golf Academy wireless Internet service (the "Service"), you must read and agree to the:

**Peter Cowen Golf Academy Acceptable Use Policy** – how you can (and can not) use the Service described below; and

**Peter Cowen Golf Academy Terms of Use** – the terms and conditions below that govern your use of the Service (collectively, the Agreement)

**You represent that you are of legal age to agree to and be bound by this Agreement.**

Access to this free public WiFi service is completely at the discretion of the service provider. Access to the service may be blocked, suspended or terminated at any time for any reason including, but not limited to, violation of this agreement, actions that may lead to liability for the service provider or the employees of the service provider, disruption of access to other users or networks, and violation of applicable laws or regulations. The service provider may revise this agreement at any time. You must accept this agreement each time you use the service and it is your responsibility to review it for any changes each time.

We reserve the right to change or terminate the Service or change this Agreement at any time. You are responsible for reviewing this Agreement each time you use the Service.

No Warranties THE SERVICE IS PROVIDED "AS IS," WITH NO WARRANTIES OF ANY KIND.

PETER COWEN GOLF ACADEMY, ITS SUPPLIERS AND ITS LICENSORS (INCLUDING MOJO NETWORKS) EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

PETER COWEN GOLF ACADEMY, ITS SUPPLIERS AND ITS LICENSORS (INCLUDING MOJO NETWORKS) DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE.

Peter Cowen Golf Academy does not guarantee availability or access to the Internet or minimum Internet connection speeds on the network. Peter Cowen Golf Academy is not responsible for loss of data due to service delays or interruptions.

By using the Service, you are accessing the Internet which is a public communications network. Except for the Peter Cowen Golf Academy website(s), we do not control any materials, information, products or services on the Internet. **You assume full responsibility and risk for accessing content via the Service 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 promoted through the Service or the Internet.**

#### Acceptable Use of the Service

Activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the Peter Cowen Golf Academy, or any third party. Peter Cowen Golf Academy will fully cooperate with law enforcement upon receipt of notice that your use of the Service is in violation of applicable law. When in doubt, don't do it. Examples of prohibited activities and materials include, but are not limited to:

- Spamming (sending unsolicited emails)
- Invading Privacy (collect, store or process, or attempt to collect, store or process, personal data about third parties without their knowledge or consent)
- Harming, or threatening to harm others ("stalk" or otherwise harass, threaten, or violate the rights of others)
- Violating Intellectual Property Rights
- Obscene or Indecent Speech or Materials
- Defamatory or Abusive Language
- Misrepresenting Your Identity or Forging Headers
- Hacking, Scans, or Other Subversive Information Gathering Activity
- Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities
- Export Control Violations
- Harassing, Abusive, Criminal or Fraudulent activities
- Facilitating a Violation of this Agreement of Use
- Resale of the Service or Using it to Host a Server

- Transmitting any material (by uploading, posting, email or otherwise) that you do not have a right to make available (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Negatively affect other users' ability to use the Service

Peter Cowen Golf Academy does not monitor or review the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, should we become aware of content or activity that in our sole discretion, may be illegal, may subject Peter Cowen Golf Academy or our suppliers or vendors to liability or is in violation of this Agreement, we may remove, block, filter, or restrict by any other means such content or activity.

LIMITATION OF LIABILITY.  
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

PETER COWEN GOLF ACADEMY, ITS SUPPLIERS AND LICENSORS (INCLUDING MOJO NETWORKS) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELIANCE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES, UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, PERSONAL INJURY, FOR LOSS OF PRIVACY, NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IF COMPANY AND/OR MOJO KNOWS OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THIS SECTION SHALL APPLY EVEN IF YOUR EXCLUSIVE REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS FREE AND THAT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT PETER COWEN GOLF ACADEMY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS AND ITS SUPPLIERS' AND LICENSORS' LIABILITY.

Indemnity.

If a third party makes a claim against Peter Cowen Golf Academy, its suppliers, and/or licensors arising out of your use of the Service or your breach of this Agreement, you shall: (a) pay all costs to defend Peter Cowen Golf Academy; (b) pay any damages assessed against Peter Cowen Golf Academy (its supplier or licensor) in a final judgement by a court of competent jurisdiction or any settlement that you agreed upon with such third party; and (c) hold harmless and indemnify Peter Cowen Golf Academy, its suppliers and licensors from all losses, damages (actual and consequential), litigation costs and legal fees, of every kind and nature arising from such claims. If you fail to meet your obligations under this Section, Peter Cowen Golf Academy (or its supplier or licensor, as applicable) shall have full authority and control of the defence and/or settlement of any such claim at your expense. Peter Cowen Golf Academy (or its supplier or licensor, as applicable) will provide you with written notice of such claim, suit or action.

Governing Law.

This Agreement will be governed by the laws of England and Wales. This agreement is and shall be governed by and constructed in all respects with English Law.

Severability. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Entire Agreement.

This Agreement constitutes the entire agreement between you and Peter Cowen Golf Academy with respect to its subject matter and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Waivers and Amendments.

Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by the Peter Cowen Golf Academy.