

## EXAMPLE ONLY - NOT FOR LEGAL ADVICE

# Acceptable Use Policy for Guest WiFi Access

Last Modified: April 10, 2020

## 1. Introduction

Land O'Lakes, Inc., (the "**Company**," "**we**," or "**us**") provides access to a guest wireless network, free of charge, for short-term access to the Company's WiFi network (the "**Network**"). Network access is provided as a courtesy and convenience to you on an as-is basis. Use of our Network is at your own risk.

This Acceptable Use Policy (this "**AUP**") governs your access to and use of the Network. Company reserves the right to amend, alter, or modify your conduct requirements as set forth in this AUP at any time. By clicking to accept or agree to the AUP, you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Network.

## 2. Prohibited Uses

You may use the Network only for lawful purposes and in accordance with this AUP. You agree not to use the Network:

- In any way that violates any applicable federal, state, local, or international law or regulation or executive order (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company 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).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Network, or which, as determined by us, may harm the Company or users of the Network or expose them to liability.

Additionally, you agree not to:

- Use 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.
- Use 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.

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- Use 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.
- Use any device, software, or routine that interferes with the proper working of the Network.
- Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Network or any server, computer, database, or other resource or element connected to the Network.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Network.
- Otherwise attempt to interfere with the proper working of the Network.

### 3. **Content Standards**

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

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- 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.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### 4. **Monitoring and Enforcement**

Company, in its sole discretion, will determine whether your conduct is in compliance with this AUP. We have the right to:

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- Discontinue access and/or availability of the Network for any purpose at any time, with or without notice.
- Monitor your use of the Network for any purpose in our sole discretion and as we see fit.
- Take any action we deem necessary or appropriate in our sole discretion if we believe a user's conduct violates this AUP, 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 the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Network.
- Terminate or suspend your access to all or part of the Network for any or no reason, including without limitation, any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Network. In addition, you agree to adhere to all applicable social distancing orders in place now or in the future while utilizing the Network and while present in or around Company's premises.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

### 5. **Warranty Disclaimer; Indemnity; Liability.**

COMPANY IS PROVIDING YOU ACCESS TO THE NETWORK ON AN AS-IS BASIS. COMPANY MAKES NO REPRESENTATIONS, PROMISES, GUARANTEES, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE PERFORMANCE OR SECURITY OF THE NETWORK UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, COMPANY MAKES NO REPRESENTATIONS, PROMISES, GUARANTEES, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING, AND INCLUDING BUT NOT LIMITED TO, (A) COMPANY'S RIGHT TO MAKE THE NETWORK AVAILABLE FOR YOUR USE, (B) AVAILABILITY OR UNINTERRUPTED FUNCTIONALITY OF THE NETWORK, (C) FREEDOM OF THE NETWORK FROM ANY DISTURBANCES, NETWORK OUTAGES, SLOWDOWNS IN SERVICE, BREACHES, OR HACKS, OR (D) SUFFICIENCY OF THE SECURITY OF THE NETWORK OR OF ANY DATA TRANSMITTED ON OR THROUGH THE NETWORK. COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE OF ANY TRADE ARISING FROM YOUR ACCESS TO, OR USE OF, THE NETWORK. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT,

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EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR BUSINESS INTERRUPTION, SECURITY BREACH, DATA LOSS, LOSS OF USE, REVENUE, OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A CONDITION TO COMPANY MAKING COMPANY'S NETWORK ACCESS AVAILABLE TO YOU UNDER THIS AGREEMENT, YOU EXPLICITLY AGREE TO WAIVE ANY CLAIMS YOU, OR ANYONE CLAIMING THROUGH YOU, HAVE OR MAY IN THE FUTURE HAVE, AGAINST COMPANY ARISING UNDER, OR RELATING TO, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR SECURITY BREACHES OR DATA LOSS. YOU FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, OWNERS, AFFILIATES, SERVICE PROVIDERS, CONTRACTORS, CONSULTANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES ARISING FROM, OR RELATING TO, THIS AGREEMENT.

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