

Muslim Educational Trust (MET) WiFi Terms of Service

To ensure enforceability of these Terms, users must have to click-to-agree to MET's WiFi Terms of Service each time they access WiFi.

We are pleased to provide our community center members and guests with free WiFi access, enabling you to connect to the Internet wirelessly at our Muslim Educational Trust community center (the "Service"). We do not promise or represent that wireless coverage will always be available at our center. This is a complimentary Service for our customers, and the availability of the Service is at the discretion of MET.

Before you can use the Service, you must read and click-to-agree to these WiFi Terms of Service (the "Terms"). **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND YOU WILL NOT BE GIVEN ACCESS TO THE SERVICE. IF YOU CLICK TO AGREE TO THESE TERMS, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS, AND THESE TERMS CONSTITUTE A LEGALLY-BINDING AGREEMENT BETWEEN YOU AND MUSLIM EDUCATIONAL TRUST, INC. ("MET").** By clicking "Agree," you affirm that you are (i) eighteen (18) years old or older, or that you are between the ages of thirteen (13) and seventeen (17) and possess legal or guardian consent to use the Service; and (ii) that you are competent and capable of understanding, agreeing to, and complying with these Terms.

We may amend these Terms from time to time. Each time you use the Service, you will be required to read and agree to these Terms, and modifications to these Terms will apply to your use of the Service.

1. IMPORTANT CONSIDERATIONS AND NOTICES:

(a) You must have your own wireless-enabled device and all other hardware and software necessary to connect to the Service. We are unable to provide individualized support for our customers' devices. You are responsible for ensuring the compatibility of your device with the Service. The availability and performance of the Service is subject to all memory, storage, and other device limitations.

(b) You may only use the Service while you are visiting the Center, either as a member or a guest.

(c) **Do not send sensitive, personally-identifiable (such as your social security number, address, financial information, and other personal information), or confidential information using the Service.** The Service does not provide security for your information, and you agree that wireless technology is inherently not secure and that wireless communications can be intercepted by technology designed and intended for that purpose. You assume all risk (and release MET) in the event of any damage you may suffer during use of the Service, including the introduction of any viruses that may occur or breaches from unauthorized third parties.

(d) **You may not use the Service for any unlawful or improper purpose, including without limitation hacking and/or cyber terrorism. You may not use the Service to distribute Internet viruses or other destructive activities.** We reserve the right to immediately and without notice, suspend or terminate your access to the Service if we suspect or know that you are violating these Terms. See Section 2 for additional prohibited uses.

(e) **These Terms contains disclaimers and other provisions that limit our liability to you.**

(f) The Service may be interrupted or limited due to maintenance and repair work, transmission or equipment limitations/failures, or other reasons. The Service may not support high-bandwidth activity, such as downloading large files. We are not responsible for data, messages, or pages that you lose or that

become misdirected because of interruptions or performance issues with the Service. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2. Your Use of the Service:

- (a) You must use the Service in compliance with all applicable laws and regulations.
- (b) You must use the Service for your personal use only. You must not allow any person to use any username or password supplied to you in connection with the Service. You must treat your username and password as confidential. You are responsible for all activities that occur under your username and password.
- (c) We will give you an IP address each time you access the Service, and this address may change or be deactivated or suspended at any time without prior notice to you. You shall not program any other address into your device that accesses the Service. You have no proprietary or ownership rights to any username or password or to an IP address assigned to you or your device for the Service.
- (d) You must notify us immediately of any unauthorized use of the Service or any other breach of security of which you become aware.
- (e) You may not use the Service to access or download content that, and you may not use the Service in any other manner that, infringes, misappropriates, or otherwise violates any third-party copyright, trade secret right, trademark right, patent right, or other proprietary right, right of publicity or privacy, or any other third-party right. You may not use the Service in any manner that violates any contract you have with or duty you owe to any third party.
- (f) You may not use the Service in any manner that interferes with any other party's use of the Service.
- (g) You may not attempt to collect information about other users of the Service or third parties for unauthorized purposes, or otherwise violate others' privacy. You may not spam or otherwise distribute unsolicited advertising or promotional materials through use of the Service.
- (h) You may not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- (i) You may not post defamatory or abusive language or content, or stalk, threaten, or harass others, through use of the Service.

MET reserves the right, but has no obligation, to investigate and monitor your use of the Service to determine your compliance with these Terms. We also reserve the right to provide user information, including information regarding your use of the Service and transmissions made through use of the Service, in response to a subpoena, court order, or other governmental process, or to protect our rights and property and/or to protect other users or persons.

3. Our Right to Limit Access: We reserve the right to limit, suspend, or terminate your access to the Service, without notice to you, at any time and for any reason in our discretion. MET shall not be responsible or liable to you or any third party for such limitation, suspension, or termination.

4. Privacy and Security:

(a) Security of Your Information: As noted above, connecting to the Internet wirelessly presents security challenges that do not exist with a wired connection. We recommend that you consult with a computer technician to ensure your device is configured correctly for secure wireless access to the Internet and that you have the latest security software installed. Please also ensure your data on your device is backed up or otherwise protected. **We make no representations or warranties that information about you, your device, or your use of the Service is secure when using the Service; and we disclaim any and all responsibility and liability for a loss of or unauthorized access to such information when you use the Service.**

(b) Usage Data: We may collect and store information about your use of the Service, including when and for how long you use the Service, the size of data transfers you make while using the Service, and other similar information. We are under no obligation to store this information, and we may remove this information regularly from our databases.

(c) Cookies: When you use the Service, we may send a “cookie” to your device to assign it a unique, random number, a sort of anonymous user ID that resides in your device. The cookie does not identify your personally-identifying information; rather, it identifies the device you use to access the Service. Most browsers automatically accept cookies, but you can disable the acceptance of cookies at any time by changing the preferences in your browser. Certain Service features and/or third-party website features may not function properly if you choose to disable the acceptance of cookies.

Please note that use of any WiFi user information is subject to the MET Privacy Policy; by agreeing to MET's WiFi Terms of Service, you are also acknowledging that you have read, understood, and agreed to the MET Privacy Policy, posted on our website at www.metpdx.org.

5. Third-Party Content and Websites: MET does not control and is not responsible or liable for content, products, or services you access, download, or purchase from websites when using the Service. MET will not be a party to nor in any way be responsible for any transaction concerning third-party content, products, or services. You are responsible for all consents and fees related to third-party vendors whose sites, content, products, or services you access, buy, or use via the Service. We have no obligation to screen or restrict access to any content available on the Internet through the Service. We may, but have no obligation to, block any content accessible through use of the Service. Any content, products, or services you access, download, or purchase while using the Service are subject to the terms of use, privacy statements, and other policies located at the websites where you access, download, or purchase such content, products, or services; and you should read those policies. Owners and operators of third-party sites you visit while using the Service may place their own cookies or other files on your computer, collect data about you and your computer, and solicit other information from or about you. The way third parties handle and use your personal information related to the use of their services is governed by their policies, and MET has no responsibility for their policies or for their compliance with those policies.

6. DISCLAIMERS: YOU ASSUME ALL RESPONSIBILITY FOR AND RISK ARISING FROM USE OF THE SERVICE. MET does not guarantee the security of the Service or information you enter into any website or application while using the Service. Third parties may access your device or otherwise monitor your connection when you are using the Service. The Service is provided “AS IS” and “AS AVAILABLE,” without warranty of any kind. MET disclaims any and all warranties or conditions of any kind, express, implied, and/or statutory, and including without limitation, warranties of merchantability, fitness for a particular purpose, timeliness, availability, reliability, accuracy, suitability, title, and non-infringement. MET expressly disclaims any representation or warranty that operation of the Service will meet your requirements or operate at any minimum speed, that the Service will be free from viruses or

other harmful components, that communications made through use of the Service will be secure and not intercepted, and that the Service will be uninterrupted or error-free. MET has no control over third-party sites you may access while using the Service, and MET has no responsibility or liability for any failure of any third-party content, product, or service you obtain, download, or use through use of the Service, or any failure to complete a transaction on the Internet through use of the Service. No advice or information given by MET or its employees shall create a warranty. You will be solely responsible for any damages to your computer or device, loss of data, or other harm that results from the use of the Service.

7. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL MET BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES; DAMAGES PERTAINING TO LOSS OF PRIVACY OR SECURITY, PERSONAL INJURY OR PROPERTY DAMAGES, DAMAGES RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS OR SERVICES; OR ANY OTHER DAMAGES OF ANY NATURE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE, INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF MET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Limitations to Sections 6 and 7: Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the limitations or exclusions in Sections 6 and 7 may not apply to you. However, in no event shall MET's total liability to you for damages, losses, and/or causes of action of any kind exceed the greater of (i) the amount paid by you to MET for accessing and using the Service; or (ii) USD 25.00.

9. Indemnification by You: You agree to defend, indemnify, and hold MET and its successors and assigns and each of their officers, directors, employees, and agents harmless for, from, and against any and all damages, awards, losses, liabilities, fines, sanctions, and costs and expenses (including reasonable attorneys' fees and costs) arising from or relating to third-party claims regarding (i) your use or misuse of the Service, including without limitation any content, product, or service that you access or make available using the Service; (ii) your violation of these Terms; or (iii) your violation of any law or of any right of any third party through your use of the Service, including without limitation any infringement, misappropriation, or other violation of any third party copyright, trade secret right, trademark right, patent right, other proprietary right, right of publicity or privacy, or any other right. Your obligation to indemnify MET survives your use of the Service and termination of your access to the Service.

10. Disputes: These Terms (and any dispute arising in connection with these Terms or your use of the Service) are governed by and shall be construed in accordance with the laws of the State of Oregon, USA, without regard to principles of conflicts of law that might result in the application of another jurisdiction's laws. You consent to the exclusive jurisdiction of the federal, state, and local courts located in Oregon, and you waive any jurisdictional, venue, or inconvenient forum objections. YOU AGREE THAT ANY DISPUTE ARISING BETWEEN YOU AND MET UNDER THESE TERMS OR RELATED TO YOUR USE OF THE SERVICE WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

11. General: Nothing in these Terms shall be deemed to confer any right or remedy on any third party. These Terms do not create any partnership, joint venture, employment, agency, or franchise relationship between you and MET. If any provision of these Terms is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms. Any waiver of compliance with any provision of these Terms will be effective only if in writing and signed by MET, and any such waiver shall not be deemed to be a waiver of any subsequent breach or default. These Terms represent the entire agreement between you and MET regarding your use of the Service, and these Terms supersede all prior or contemporaneous written or oral agreements or understandings between you and MET relating to such subject matter. You agree that a printed version of these Terms shall be admissible in judicial or administrative proceedings relating to these Terms and/or your use of the Service, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service.

Contact us with any questions:

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