

MindSpark Learning Terms & Conditions

Internet User Terms & Conditions

1. Internet Service Agreement (“Service”)

1.1 This internet service agreement applies from when you connect to the WiFi network at MindSpark Learning or any network owned by MindSpark Learning or made available using MindSpark Learning’s equipment. Please read the terms carefully before activating Service with us.

1.2 By using and/or activating the internet service with us you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the Service.

1.3 We may modify the agreement at any time. In accordance with clause 1.2, use of the Service constitutes acceptance of the agreement current at that point in time. You should therefore check to see if these Terms and Conditions have been updated each time you use/activate the internet service.

1.4 These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with MindSpark Learning, or its primary tenant Share Fair Nation, for products, services or otherwise. This agreement contains disclaimers and other provisions that limit our liability to you.

2. Providing services

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a “Unit”). You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 Service is available to your Unit only when it is within the range of our Wireless LAN.

2.3 All services are provided on an “as is” basis. We do not warrant that the Service is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the Service.

2.4 We will always try to make the Service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. We are

not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 We reserve the right to immediately and without notice, suspend your access to the Service if we suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself) or engaging in any activity that could otherwise cause damage to mindSpark Learning's equipment, other users, or is illegal under the laws of any jurisdiction.

2.6 Network speed is no indication of the speed at which your Unit connected to the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you expressly acknowledge that delays or omissions may occur.

2.7 We do not warrant that any particular virtual private network or Unit will be compatible with the Service.

2.8 We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

3. Use of the Service

3.1 The Service is made available provided:

(a) You do not use the Service for anything unlawful or that MindSpark Learning, in its absolute discretion, deems immoral or improper;

(b) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;

(c) You do not use the Service to harm or attempt to harm any third-parties in any way;

(d) You do not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired, or facilitate such acts;

(e) You do not use abusive or threatening behavior towards other users of the Service, members of our staff or any person in the vicinity of a Wireless LAN Hotspot;

(f) You do not use the Service to access or use content in a way that infringes the rights of others, including intellectual property rights;

(g) You use the Service in accordance with any third-party policies for acceptable use or any relevant internet standards (where applicable).

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.

3.4 You have no proprietary or ownership rights to any username or password or to a specific IP address, or e-mail address assigned to you or your Unit. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the services or a violation of these Terms and Conditions.

4. Content disclaimer

4.1 MindSpark Learning does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Whereas MindSpark Learning use efforts to restrict such content, MindSpark Learning has no control over and accepts no responsibility for such materials.

4.2 MindSpark Learning is not a publisher of third-party content that can be accessed through the Service and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the service. MindSpark Learning will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the Service.

4.4 MindSpark Learning does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and MindSpark Learning has no responsibility for their policies, or third parties' compliance with them.

4.6 MindSpark Learning is providing this Service to customers free of charge, and the Service is intended to support general web browsing activities. Due to limited bandwidth and to ensure a consistent experience for all customers, our Wi-Fi does not support high-bandwidth actions such as streaming music, streaming video or downloading large files.

5. Fair Usage

To ensure the provision of a quality of Service to all our customers and to ensure that the behavior of some does not disadvantage the majority of our customers, you agree to abide by any fair use policy which we may apply. You agree that you have reviewed and accepted any such policy before using the Service.

6. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON- INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. MINDSPARK LEARNING DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE.

7. Limitation of Liability

EVEN IF MINDSPARK LEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL

DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER 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 AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

8. Termination

We can cancel this agreement immediately if you violate any of these Terms or Conditions. MindSpark Learning retains absolute discretion to make all determinations about whether you have violated the Terms and Conditions.

9. General

9.1 You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of your use of the Service including any material that you access or make available using the Service, or violation of the agreement, including but not limited to use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.

9.2 You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission.

9.3 The laws applicable to the interpretation of these Terms and Conditions shall be the laws of the State of Colorado without reference to its conflict of law provisions. Any action or proceeding arising from or relating to these Terms and Conditions may be brought in a federal or state court located in Denver, CO and each you agree to submit to the jurisdiction and venue of any such court in any such action or proceeding,

9.5 This agreement shall not confer any benefit on a third party.

9.6 If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

9.7 We reserve the right to amend these terms and conditions at any time.

MindSpark Learning Facilities Usage Policy

1. General Guidelines and Requirements:

1.1 For purposes of this policy, any reference to facilities includes reference to any property of MindSpark Learning, including furniture and equipment.

1.2 Every group or organization is required to abide by all guidelines, requirements and other restrictions regarding usage of MindSpark Learning's facilities.

1.3 Users of MindSpark Learning's facilities agree to use utmost care in the use of the facilities and agree to leave the facilities in good, clean condition.

1.4 All requests for usage of MindSpark Learning are subject to prior approval by MindSpark Learning.

1.5 MindSpark Learning reserves the right to schedule other activities and events in other parts of the facilities.

2. Additional Requirements and Restrictions

2.1 Those using MindSpark Learning agree to release, protect, defend, indemnify and hold harmless MindSpark Learning, and its primary tenant, Share Fair Nation, and its trustees, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses (including, without limitation, reasonable attorney's fees and other legal costs) directly or indirectly arising out of their use of MindSpark Learning.

2.2 In the event of damage to MindSpark Learning, those using the facility shall accept the amount of repair and replacement costs as estimated, or otherwise determined, by MindSpark Learning or their designee and shall pay MindSpark Learning for such repair and replacement costs upon demand.

2.3 MindSpark Learning is the working facility for Share Fair Nation, a nonprofit organization. At times you may hear, see or otherwise obtain confidential and/or privileged information. If you are not the intended recipient of that content or information, you are hereby notified any use, dissemination, copying, or storage is strictly prohibited. Furthermore, disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

2.4 The transfer or passing on by any group or organization of permission to use MindSpark Learning to any other persons or organizations is strictly prohibited.

2.5 Those using MindSpark Learning must confine themselves to the reserved areas and will not exceed the capacity limits of requested facility areas.

2.6 MindSpark Learning is not responsible for your personal property. You shall remove any personal property before exiting the facility. Any personal property remaining in the facility after you exit may be disposed of by MindSpark Learning. You waive all claims regarding your personal property.

2.7 No animals of any kind shall be allowed in the facility without MindSpark Learning's written authorization.

MindSpark Learning Booking Conditions

Monday - Friday reservations are not allowed if they are less than 2 or greater than 9 hours

Saturday reservations are not allowed if they are less than 4 or greater than 8 hours

Book 24 hours to 365 days in advance

72-hour business day cancellation requirement for full refund. If payment was made electronically, processing fees will be deducted from refund amount. Refund will be returned in the original payment form that was received.

Reservations must be by the hour only - no half-hour increments

This policy is applicable to use of MindSpark Learning by any groups or organizations (including individuals). It is by no means intended to cover every facet of MindSpark Learning's facilities. This policy supersedes all prior oral or written statements regarding the specific subject matter hereof. No MindSpark Learning representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, requirements, or restrictions and other provisions of this policy or any Facilities Usage Agreement without the express written approval.

MindSpark Learning Alcohol Policy

- 1.1 Guests of MindSpark Learning may not bring alcohol on the premises under any circumstances.
- 1.2 Guests that are 21 years of age or older may have up to two alcoholic beverages after 4 pm
- 1.3 All alcoholic beverages must be served by a TIPS certified employee of MindSpark Learning, no exception.