NETWORK ACCEPTABLE USE POLICY

"As a condition of your continued access to "**Property Entity**" ("Owner") Wifi and/or wired network (the "Network") you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or CA Ventures D/B/A CA Student Living ("Manager") reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.

- Send, view or download fraudulent, harassing, obscene (*i.e.*, pornographic), threatening, or other messages or material that are a violation of applicable law.

- Violate copyright law, the intellectual property rights or other rights of any third party.

- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.

- Use Network resources for any illegal or criminal purpose.

- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.

- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.

- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.

- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.

- Attempt to gain access or access to restricted databases.

- Violate any University rule or policy.

- Attempt to "hack," crack or otherwise gain access to third party networks or systems.

- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.

- Browse, access, copy, or change private files without authorization.

- Attempt to modify or modify the Network or Network software in any unauthorized manner.

- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."

- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.

- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.

- To immediately report any known or suspected violations of this Policy to Owner and Manager at: Attn: Legal Counsel
   CA Ventures
   130 East Randolph St. Suite 2100
   Chicago, IL 60601

- To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at: Attn: Legal Counsel
   CA Ventures
   130 East Randolph St. Suite 2100
   Chicago, IL 60601