

Wi-Fi Terms of Use

Effective Date: December 16, 2025

Welcome to the Kahler Hospitality Group high speed Internet access service (the "Service"). This Service is provided by Metronet ("Third-Party Provider"). These Terms of Use ("Terms") are between you and Kahler Hospitality Group ("Kahler", "we", "us", "our") and govern your use of the Service.

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS AFFECT YOUR LEGAL RIGHTS, INCLUDING BY LIMITING KAHLER'S LIABILITY AND REQUIRING THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL NON-CLASS BASIS. SEE SECTIONS 6 - 8.

These Terms may change over time, in which case we will post the modified Terms on this page and change the Effective Date. Your continued use of the Service following a change to these Terms signals your acceptance of the modification(s).

As a condition of accessing the Service, you consent to the collection of your personal information as described in our Privacy Notice, which is incorporated into these Terms and agree to the following terms and conditions of use. If you do not agree to these Terms, you may not access or use this Service. Your use of the Service indicates your acceptance of these Terms.

1. Use of the Service

Kahler will provide access to the Service at locations ("Enabled Locations") that have been equipped with wireless access points. Enabled Locations may not be available in all locations and may not always be operational. The Service is a complimentary service provided for customers at the Enabled Locations. By using the Service, you represent that you are at least the age of majority in your jurisdiction (or that you will only access the Service under the supervision of a legal guardian).

Subject to your compliance with these Terms, Kahler grants you the limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service for your personal, non-commercial use only (unless otherwise specifically stated). All information, documents, products, and software (the "Materials") provided with the Service is the property of Kahler and/or the Third-Party Provider. Except as expressly stated herein, you are not granted any intellectual property rights in or to the Service or Materials by implication, estoppel or other legal theory, and all rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by Kahler and/or the Third-Party Provider.

In exchange for access to and use of the Service, you agree to provide Kahler with accurate and complete registration information. You also agree that you are authorized to use the Service solely while you are at the Enabled Locations, subject to the terms and conditions of these Terms. You further agree that you are fully responsible for your activities while using the Service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks regarding use of the Service.

Kahler and/or its Third-Party Provider may from time-to-time measure or compute bandwidth, simultaneous connections, and aggregate data downloads/uploads utilized by its users. Kahler or its Third-Party Provider may restrict your activities within the Service, including, for example, to allocate bandwidth among all users of the Service or if Kahler or its Third-Party Provider determines that you are exceeding the available bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections, or reasonable session times.

2. Restrictions on Use

You agree to comply with all national, federal, state, and local laws, statutes, ordinances, regulations, and directives that apply to your use of the Service. You further agree to not use this Service to: (a) transmit any material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, racially, ethnically or otherwise objectionable; (b) harm, or attempt to harm, minors in any way; (c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through this Service; (d) transmit any material that you do not have a right to make available under any law; (e) transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (f) transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; (g) transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) use this Service for excessively high volume data transfers; (i) share your access to the Internet connection provided through the Service with another party by linking/tethering your connected device to the other party's device; or (j) interfere with the proper operation of the Service or its security features.

3. Third Parties

You may use the Service to access the website, content, and products of third parties that are not affiliated with Kahler Hospitality Group. We do not review nor exercise any

editorial control over the content or materials made available over the Internet by third parties, including without limitation any electronic mail transmissions, newsgroups, or the like. We recommend that you review carefully the third party's policies of any such third party.

Please note that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. We do not endorse any of such products or services and do not make any representations or warranties regarding their effectiveness or compatibility with this Service.

4. Security

You expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the Internet, whether the connection to the Internet is facilitated through wired or wireless technology. ACCORDINGLY, YOU AGREE THAT KAHLER, ANY THIRD-PARTY PROVIDER, OR OUR VENDORS SHALL NOT BE LIABLE FOR ANY INTERCEPTION OF TRANSMISSIONS, LOSS OF DATA, FILE CORRUPTION, HACKING OR DAMAGE TO YOUR ELECTRONIC COMPUTING DEVICE OR NETWORK THAT RESULTS FROM THE TRANSMISSION OR DOWNLOAD OF INFORMATION OR MATERIALS THROUGH THIS SERVICE.

5. Disclaimer of Warranties

THIS SERVICE ITSELF AS WELL AS THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND EITHER EXPRESS OR IMPLIED. KAHLER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KAHLER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KAHLER MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT SOFTWARE DEFECTS WILL BE CORRECTED OR THAT THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KAHLER MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES OR THE DELIVERY OF ANY GOODS OR SERVICES PURCHASED WHILE USING THE SERVICE OR ADVERTISED THROUGH THE SERVICE, OR REGARDING ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU VIA THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KAHLER, THIRD-PARTY PROVIDERS, OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF KAHLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. . BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, KAHLER'S LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

7. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS KAHLER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DAMAGES, EXPENSES, OR COSTS THAT RESULT FROM (A) YOUR USE OF THE SERVICE; (B) YOUR BREACH OR ALLEGED BREACH OF THESE TERMS; (C) YOUR VIOLATION OF ANY LAWS, RULES, REGULATIONS, CODES, STATUTES, ORDINANCES, OR ORDERS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY; (D) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, INCLUDING ANY INTELLECTUAL PROPERTY, PUBLICITY, CONFIDENTIALITY, PROPERTY, OR PRIVACY RIGHT; OR (E) ANY MISREPRESENTATION MADE BY YOU. KAHLER RESERVES THE RIGHT TO ASSUME, AT YOUR EXPENSE, THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU. YOU AGREE TO COOPERATE WITH KAHLER'S DEFENSE OF ANY CLAIM. YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF KAHLER.

8. Dispute Resolution

A. Applicability

YOU UNDERSTAND AND AGREE THAT THESE DISPUTE RESOLUTION TERMS APPLY TO ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND KAHLER (AND ANY OTHER RELEASED PARTY), AND ITS

OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE.

B. DISPUTE NOTICE AND INFORMAL DISPUTE RESOLUTION

If a dispute should arise between you and Kahler we want to provide you with a resolution that is efficient and cost effective. Before initiating an action, you and Kahler each agree to first provide the other a written notice ("Notice of Dispute"), which shall contain: (i) a written description of the problem and relevant documents and supporting information; and (ii) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to Kahler Hospitality Group, 20 2nd Ave. SW, Rochester, Minnesota 55902. You and Kahler agree to make attempts to resolve the dispute prior to commencing any legal action, including the filing of a lawsuit, until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, you or Kahler may commence a lawsuit.

C. NO CLASS ACTIONS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND KAHLER AGREE THAT ANY AND ALL DISPUTES (WHETHER BASED IN CONTRACT, STATUTE, TORT OR ANY OTHER THEORY) WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION. ALL CLAIMS MUST BE BROUGHT SOLELY IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED ACTION, REPRESENTATIVE ACTION OR PROCEEDING.

D. Limited Time to File Claims

ANY ACTION MUST BE COMMENCED WITHIN ONE (1) YEAR OF THE CAUSE OF ACTION OR CLAIM ARISES.

E. WAIVER OF JURY TRIAL

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS THEY MAY HAVE (INCLUDING BUT NOT LIMITED TO, THEIR CONSTITUTIONAL OR STATUTORY RIGHT) TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING FOR ANY DISPUTE, INCLUDING BUT NOT LIMITED TO DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OR THE RELATIONSHIP OF THE PARTIES.

9. Suspension and Termination of Access to the Service

The Service is provided to you at the discretion of Kahler, and Kahler may, at any time and for any reason (including if you violate these Terms), suspend or terminate your access to or use of the Service. Additionally, Kahler may use content filtering services to block access to certain websites or content. Kahler reserves the right to take any action at Kahler's discretion to protect users of the Service, including reporting any unauthorized or prohibited access or use of the Service, including the browsing or downloading of illegal information from the Internet through the Service, to government authorities, or taking legal action.

10. General

Severability; Interpretation; Assignment. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms. The summaries of provisions and Section headings are provided for convenience only and shall not limit the full Terms. Kahler may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Kahler.

Complete Agreement; No Waiver. These Terms reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances, or discussion related to the Service. Except as expressly set forth in these Terms, (a) no failure or delay by Kahler in exercising any of the rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy; and (b) no waiver or modification of any term of these Terms will be effective unless in writing and signed by Kahler.

Investigations; Cooperation with Law Enforcement. Kahler reserves the right to investigate and prosecute any suspected or actual violations of these Terms. Kahler may disclose any information as necessary or appropriate to satisfy any law, regulation, legal process, or government request.

Governing Law. These Terms, your rights and the rights of Kahler within these Terms shall be governed by and construed in accordance with the laws of Minnesota, without regard to choice of law principles. Any action arising out of or relating to these Terms shall be filed only in the state or federal courts located in Olmstead County, Minnesota, and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts.