

Guest Wi-Fi Acceptable Use Policy

KJO Investments LLC dba SMRT Payments | Effective: May 14, 2026

1. Acceptance of Terms

By connecting to or using the SMRT Payments guest wireless network (the **"Guest Network"**), you (the **"User"**) acknowledge that you have read, understood, and agree to be bound by this Acceptable Use Policy (the **"Policy"**). If you do not agree to any provision of this Policy, do not connect to or use the Guest Network.

2. Purpose and Scope

The Guest Network is provided as a courtesy to visitors of KJO Investments LLC dba SMRT Payments (**"SMRT Payments"**) at our Vancouver, Washington premises and is intended solely for incidental, lawful internet use during your visit. The Guest Network is logically and administratively separate from internal SMRT Payments systems; no access to internal networks, applications, files, or resources is granted, implied, or available through the Guest Network.

3. No Expectation of Privacy

SMRT Payments may log, monitor, inspect, filter, retain, or analyze any traffic transmitted across the Guest Network for security, operational, capacity, and legal-compliance purposes. Users have no expectation of privacy with respect to any activity conducted on the Guest Network. Logged data may be disclosed to law enforcement, regulatory authorities, courts, or other third parties pursuant to valid legal process or to investigate suspected violations of this Policy or applicable law.

4. Prohibited Conduct

You agree that you will **not** use the Guest Network to:

- Violate any federal, state, local, foreign, or international law, regulation, treaty, ordinance, court order, or industry standard;
- Transmit, store, access, request, solicit, or distribute content that is unlawful, defamatory, libelous, harassing, threatening, abusive, obscene, sexually explicit, pornographic, hateful, discriminatory, or that incites violence or harm to any person or group;
- Infringe any copyright, trademark, patent, trade secret, publicity, privacy, or other intellectual-property or proprietary right, including by means of peer-to-peer file sharing, unauthorized streaming, or unauthorized downloading;
- Transmit, host, or download malware, viruses, worms, trojans, ransomware, spyware, rootkits, keyloggers, or any other malicious code or unwanted software;
- Conduct port scans, vulnerability scans, denial-of-service or distributed-denial-of-service attacks, intrusion attempts, credential harvesting, packet sniffing, ARP/DNS spoofing, man-in-the-middle attacks, or any other unauthorized security testing against any network, system, device, or service, whether belonging to SMRT Payments, any other guest, or any third party;
- Attempt to access, probe, enumerate, or test any non-public area of the SMRT Payments network or infrastructure, including without limitation internal VLANs, management interfaces, voice systems, point-of-sale



systems, servers, storage, or administrative consoles;

- Circumvent, disable, interfere with, or attempt to defeat any authentication, filtering, content-control, logging, throttling, or other security mechanism;
- Impersonate any person, organization, or entity, or misrepresent your identity, affiliation, or authorization;
- Send unsolicited bulk email, chain letters, pyramid schemes, phishing messages, smishing messages, or any other form of spam or unwanted electronic communication;
- Engage in cryptocurrency mining, large-scale or sustained torrent traffic, mass file synchronization, persistent video uploading, or any other activity that materially consumes shared bandwidth to the detriment of other users;
- Operate any commercial service, public server, proxy, anonymizer, VPN exit node, Tor relay, or similar infrastructure from the Guest Network without prior written authorization from SMRT Payments;
- Conduct any activity that competes with the business of SMRT Payments or that solicits SMRT Payments customers, prospects, or employees using SMRT Payments network resources;
- Transmit, access, or store cardholder data, personal health information, government-classified information, or other regulated sensitive data over the Guest Network; or
- Use the Guest Network in any manner that could damage, disable, overburden, impair, or otherwise interfere with the network, with SMRT Payments operations, or with any other party's lawful use.

5. Unauthorized Access to Private Networks; Reservation of Rights

The Guest Network is the *only* network resource SMRT Payments makes available to Users. Any attempt to access, probe, scan, enumerate, traverse, pivot to, or otherwise interact with any SMRT Payments network, system, host, application, file, account, credential, service, or device that is not part of the Guest Network is strictly prohibited and is **not authorized** for any purpose. Non-Guest SMRT Payments systems may contain confidential business information, trade secrets, attorney-client privileged communications, attorney work product, cardholder data subject to PCI DSS, personally identifiable information, and other regulated or sensitive data.

SMRT Payments expressly reserves all rights and remedies available at law and in equity in connection with any unauthorized access attempt or other violation of this Policy, including without limitation civil and criminal claims under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030; the Defend Trade Secrets Act, 18 U.S.C. § 1836; the Stored Communications Act, 18 U.S.C. § 2701 et seq.; the Wiretap Act, 18 U.S.C. § 2511 et seq.; the Washington computer-trespass and computer-related-crimes statutes, RCW 9A.90 et seq.; the Washington Uniform Trade Secrets Act, RCW 19.108; and any other applicable federal, state, or local law. Available remedies include without limitation actual, statutory, and exemplary damages; disgorgement; preliminary and permanent injunctive relief; attorneys' fees and costs; and referral to law enforcement.

All connections, sessions, payloads, and access attempts may be logged and may be used as evidence in any proceeding. Use of the Guest Network does not, and shall not be construed to, grant any authorization, license, or consent — express or implied — to access any non-Guest SMRT Payments resource.

6. Security and User Responsibility

The Guest Network is a public, shared, best-effort facility. Traffic may be unencrypted at the wireless or transport layer. You are solely responsible for: (a) the security configuration of any device you connect; (b) maintaining current antivirus, firewall, and operating-system protections; (c) using end-to-end encryption (such as HTTPS, TLS, or a



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reputable VPN) for any sensitive communication; (d) the contents of any account, credential, file, or message you transmit or access; and (e) any data loss, exposure, compromise, theft, or damage that may result from your use of the Guest Network. SMRT Payments is not responsible for the security or integrity of your device, data, accounts, or communications.

7. No Warranty

The Guest Network is provided **“AS IS”** and **“AS AVAILABLE,”** without warranty of any kind, express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, title, non-infringement, availability, uptime, throughput, latency, security, accuracy, or reliability. SMRT Payments does not warrant that the Guest Network will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

8. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall KJO Investments LLC dba SMRT Payments, nor any of its officers, members, managers, employees, contractors, affiliates, partners, or agents, be liable to you or any third party for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages — including without limitation loss of data, loss of profits, loss of business, loss of goodwill, device damage, identity theft, unauthorized access to your accounts or data, or any other commercial or personal damage — arising out of or in connection with your use of the Guest Network, whether based on contract, tort (including negligence), strict liability, statute, or any other legal theory, even if SMRT Payments has been advised of the possibility of such damages.

9. Indemnification

You agree to defend, indemnify, and hold harmless KJO Investments LLC dba SMRT Payments and its officers, members, managers, employees, contractors, affiliates, partners, and agents from and against any and all claims, demands, actions, investigations, damages, losses, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (a) your use of the Guest Network; (b) your violation of this Policy; (c) your violation of any applicable law or the rights of any third party; or (d) any content you transmit, store, request, access, or distribute via the Guest Network.

10. Copyright and Repeat-Infringer Policy

SMRT Payments complies with the Digital Millennium Copyright Act and analogous laws. Notices of claimed copyright infringement may be sent to compliance@smrtpayments.com. SMRT Payments may, in its sole discretion, suspend or permanently terminate Guest Network access of any User it determines, in good faith, to be a repeat infringer.

11. Minors

The Guest Network is not content-filtered for material suitable for minors. Parents, guardians, and accompanying adults are solely responsible for supervising any minor using the Guest Network and for any content such minor accesses, transmits, or receives.

12. Suspension and Termination of Access

SMRT Payments may, at any time and in its sole discretion, with or without notice, suspend, throttle, block, restrict, or permanently terminate Guest Network access for any User or for any device, for any reason or no reason. SMRT Payments may also report suspected unlawful activity to appropriate authorities.



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Co-Founder



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Co-Founder

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Co-Founder

13. Modifications to This Policy

SMRT Payments may revise this Policy at any time. The version posted at the point of access, displayed on the captive portal, or otherwise made available by SMRT Payments is the controlling version. Continued use of the Guest Network after any revision constitutes acceptance of the revised Policy.

14. Governing Law and Venue

This Policy is governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict-of-laws principles. Exclusive venue for any dispute arising from or related to this Policy or the Guest Network shall lie in the state or federal courts located in Clark County, Washington, and you consent to the personal jurisdiction of those courts.

15. Severability and Entire Agreement

If any provision of this Policy is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed only to the extent necessary to make it enforceable while preserving its intent. This Policy constitutes the entire agreement between the User and SMRT Payments concerning the Guest Network and supersedes all prior or contemporaneous understandings on the subject.

16. Contact

Questions regarding this Policy may be directed to:

KJO Investments LLC dba SMRT Payments

4317 NE Thurston Way, Suite 120

Vancouver, WA 98662

Phone: 888.810.7678 (888.810.SMRT)

Email: compliance@smrtpayments.com

