

****PROVISION OF THIS DOCUMENT DOES NOT CONSTITUTE LEGAL ADVICE****

We are pleased to offer you complimentary Wi-Fi access (the “**Service**”) while you are shopping at **[Client name]**.

[CLIENT NAME] WIRELESS TERMS OF SERVICE

Agreement

By choosing to access **[Client name]** the Service, you agree to the following terms and conditions (the “**Terms**”), which are a binding agreement between you and **[Client name]**. **Please read the terms carefully before activating Service with us.**

Acceptance of Terms

This agreement (this “Agreement”) applies from the moment when you click the button to accept the Terms and governs your use of the Service. If you do not agree to the Terms, do not use the Service.

Privacy Policy

In order to use the Service, you will be required to submit personally identifiable information (“PII”), which may include your name, email address, age, gender and home zip code. By using this service, you understand and agree that **[Client name]** will collect, preserve, and disclose your personal information:

- For internal business purposes relating to personalizing shopping experiences and improving business operations.
- As required to do so by regulations, law or if reasonably necessary to comply with legal process. In such circumstances, we will try to provide you with notice, where possible.
- With our Associated Companies and with our Partners.[Associated Companies needs to be defined]

For more information on how we treat your PII, please read our Privacy Policy.

Data Sharing with Third Parties

When you use the Service, you are opting in to sharing your PII with certain of our third party data service providers (“**Service Providers**”) that help us identify you when you visit our store in order for us to provide you with a more personalized shopping experience.

Service Providers may combine the PII we send them with other information they collect about your location, including data they previously collected about you but that was stored anonymously. By consenting to this service, you agree to us sharing your PII with Service Providers and their collecting, storing, and processing data collected about you. You can opt-out and delete your stored data at any time at <https://smart-places.org/>

Our Services

We will always try to make the Service available, but we do not guarantee uninterrupted availability of this Service, and cannot provide any guarantee that the Services will be reliable, error free or free from viruses or bugs. We will not be liable for any failure of, or any suspension or termination of access to this Service, including any loss of data, messages, or pages.

Your Use of this Service

You may use this Free Wi-Fi Service solely for personal use and must log-in individually as an independent user to use our Service.

Unauthorized Use of this Service

You may not use the **[Client name]** Free WiFi for any other reason. Examples of unauthorized use include, without limitation:

- Attempting to compromise security with the **[Client name]** Free WiFi.
- Accessing accounts, hardware or networks of another party without permission.
- Attempting to collect any information about users of the Service.
- Transmitting unwanted communications (i.e. "spam")
- Distributing destructive items like viruses, denial of service attacks, or Trojan horses.
- Infringing the intellectual property, publicity, or other proprietary rights of others.
- Engaging in unlawful, harassing, abusive, or any criminal activity.

Suspension and Termination of Service

If we suspect you are using the Service for an unauthorized use or believe that you are in breach of these Terms and Conditions, we may suspend or terminate your use at any time without giving you prior notice.

Third Party Content

[Client name] 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 offensive to you. **[Client name]** is not responsible for any access to third party content through the Service.

Disclaimers

To the fullest extent permitted by law, we make no representations or warranties, whether express or implied, relating to this Service, including without limitation as to accuracy, reliability, compatibility, security, completeness or fitness for purpose.

Limitation of Liability

We exclude, to the fullest extent permitted by law, liability for losses and damages suffered by you as a result of your use of this Service, whether such losses or damages are direct, indirect, special, or consequential, including, without limitation, any loss of business, revenue or profits or loss or damage to data, software or computers. Your statutory rights are not affected.

Confidentiality

Any information that you send or receive using this Service shall be considered non-confidential and non-proprietary. You acknowledge and agree that the Wi-Fi service is not a secure form of communication.

Class Action Waiver

Whether in Court, Small Claims, or Arbitration, you and we may only bring claims against each other in an individual capacity and not as a class representative or a class member.

Intellectual Property

All intellectual property (including without limitation copyrights, trademarks, trade names, patents, registered designs, aesthetics and/or functionality) of this Service remain the property of us or our licensors. You agree not to infringe such rights.

Changes to Terms of Service

We may modify or terminate these Terms of Service and any accompanying policies, for any reason. Please review these Terms of Service from time to time so that you will be apprised of any changes.

Your Indemnity

You agree to hold harmless and indemnify the **[Client Name]**, its suppliers and licensors for any and all claims, expenses, liabilities, losses, damages and costs, including without limitation legal fees, incurred by us and arising from your use of the Services, or your violation of any law or the rights of any third party.

Severance

These **[Client Name]** Terms of Service constitute the entire agreement between the parties. If for any reason a provision or portion of the **[Client Name]** Terms of Service is found to be invalid or unenforceable, the remainder of the **[Client Name]** Terms of Service will continue to be in effect.

Governing Law

These **[Client Name]** Terms of Service will be governed by and construed in accordance with the laws of the State of California and the United States.

Contact Us

If you have any questions, write to us at:

[Enter address here]

BY CLICKING ACCEPT BELOW, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE.