



# KinesisIQ - Terms of Service

**NOTE:** The following is written under Ontario, Canada law and structured for end-users engaging via QR code, Wi-Fi, or the portal.

## KinesisIQ – Terms of Service

**Effective Date:** September 9<sup>th</sup>, 2025

**Owner:** Digital Placemaking (“Digital Placemaking”, “we”, “our”, “us”)

### 1. Acceptance of Terms

By accessing or using the KinesisIQ platform (including via Wi-Fi connection, QR code, or web portal), you agree to be bound by these Terms of Service and our Privacy Policy. If you do not agree, you must not use the service.

### 2. Eligibility

You must be the age of majority in your province or territory of residence to use KinesisIQ, or have the consent of a parent or legal guardian.

### 3. Services Provided

KinesisIQ provides:

- Wi-Fi connectivity through participating venues.
- Interactive engagement via QR codes and web portals.
- Access to promotions, offers, or content.
- Anonymous analytics to help venues improve experiences.

Services may be updated, suspended, or discontinued at our discretion.

### 4. Acceptable Use

You agree not to:

- Use KinesisIQ for unlawful purposes.
- Attempt to interfere with, disrupt, or compromise the system.
- Collect or misuse information from other users.
- Bypass security or access controls.

We may suspend or terminate access if you violate these terms.

### 5. Promotions and Third-Party Content

Promotions, advertisements, or offers may be delivered via KinesisIQ. We are not responsible for third-party

products, services, or content, and your interactions with third parties are at your own risk.

## 6. Data Collection & Privacy

Your use of KinesisIQ is subject to our **Privacy Policy**, which explains what data we collect and how it is used. By using the service, you consent to that collection and use.

## 7. Intellectual Property

All content, branding, and technology associated with KinesisIQ are the property of Digital Placemaking or its licensors. You are granted a limited, non-exclusive right to use the service for personal, non-commercial purposes.

## 8. Disclaimers

KinesisIQ is provided “as is” without warranties of any kind. We do not guarantee uninterrupted service, accuracy of promotions, or availability of Wi-Fi.

## 9. Limitation of Liability

To the fullest extent permitted by law, Digital Placemaking is not liable for damages arising from your use or inability to use KinesisIQ, including loss of data, profits, or opportunities.

## 10. Governing Law

These Terms are governed by the laws of Ontario and the federal laws of Canada applicable therein. Any disputes will be resolved in the courts of Ontario.

## 11. Changes to Terms

We may update these Terms from time to time. Continued use of KinesisIQ after changes constitutes acceptance of the revised Terms.

## 12. Contact

For questions, contact:

**Digital Placemaking**

Toronto, Canada

[sales@digitalplacemaking.ca](mailto:sales@digitalplacemaking.ca)