

# TELFORD SHOPPING CENTRE

## Wireless Terms of Use & User License Agreement/Disclaimer

We offer public wireless WiFi internet access services (the Service) to its guests (Guest or User or You or Your). This Service allows You to access the internet by connecting a wireless enabled device to Our network resources. Guests seeking to use Our network must first agree to the following terms of use (Terms of Use):

1. When and as available, we will allow You non-exclusive WiFi connectivity while on Our premises. However, we do not guarantee You an internet connection; the bandwidth provided shall be at our sole discretion and Your usage may be terminated by Us at anytime without further notice.
2. While we may agree to troubleshoot any connectivity problems on our network, We will not provide technical assistance for any devices not owned by Us. Any assistance you might receive from us is strictly on an as is basis, without any warranties or representations.
3. The Services may be used for lawful purposes only. Internet access through Our WiFi Service is filtered, may be monitored, and We may block or restrict access to certain websites based upon Our security policies in place from time to time. Any content deemed illegal, inappropriate or unethical, including but not limited to content considered by Us to be copyrighted, protected by trade secret regulation, threatening, defamatory, pornographic, illegal or terrorist in nature, may be blocked. Use of Our WiFi Services for activities deemed by Us to be illegal may be recorded, traced and turned over to the appropriate local, state or federal law enforcement authorities. However, this right to monitor in no way creates an obligation or duty on Our part to monitor Your access and Your access to any content through Our Service in no way implies or warrants the content is either legal or appropriate.
4. From time to time We may monitor the exchange of content through a Guests wireless access device as part of an investigation regarding the content and/or activities of internet usage (in search of hackers, those gaining illegal access to computer systems, and for network management). If pursuant to any such investigation We are granted or obtain access to any Guest device or content, We will limit Our access and use solely to conduct such investigation and We will take all necessary and reasonable steps to treat all such accessed content as confidential and will protect it from improper disclosure to any third-party or entity, using the same level of care to prevent disclosure or unauthorized use as We exercise in protecting Our own information of a similar nature.
- 4.5. When using Our Service You are giving consent to the use of cookies. Upon logging into Our Service you may provide some personal information, such as e-mail address. By providing this information You consent to allowing Us to periodically send to You e-mails about Our company, products and services. We will never sell or otherwise share Your e-mail address with non-affiliated companies.
- 5.6. Using Our Service, You may download and upload content to and from Your wireless access device. Be advised that content sent to and from a wireless access device using Our WiFi connection can be captured by anyone with appropriate technical knowledge. Although We incorporate wireless encryption technology into our Service, use of Our Service is at Your sole risk. We are not responsible for Your content whether it is personal and/or corporate in nature, and You assume sole responsibility for any theft, loss or corruption of Your device or content.

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6.7. We are not responsible for any loss of or damage to, Your software and/or hardware, changes in configuration settings, security or data files while using Our WiFi Services. We are not responsible for any virus, Trojans, worms, malware or any other malicious software infecting Your wireless access device while connected to our WiFi network. We are not responsible for any power anomalies or other events that may cause damage to Your wireless access devices while using our Services.

7.8. Your access to other devices on Our private network such as printers, copiers, fax machines, scanners, etc., is strictly prohibited.

8.9. BY AGREEING TO THESE TERMS OF USE YOU EXPRESSLY UNDERSTAND THAT WE MAY MONITOR ALL TRAFFIC IN AND OUT OF OUR GATEWAY AND THEREFORE MAY GAIN ACCESS TO AND/OR GAIN KNOWLEDGE OF CONTENT TRANSMITTED TO OR BY YOU WHILE CONNECTED TO OUR SERVICES. OUR WIFI SERVICES ARE PROVIDED -AS IS - WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM YOUR USE OF OUR WIFI SERVICES. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS/PROFITS, DATA, HARDWARE, OR GOOD WILL) ARISING OUT OF THE USE OF OR INABILITY TO CONNECT TO THE INTERNET, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.