

WiFi Terms and Conditions

Welcome to the *East Wind's WiFi Service* provided by [*East Wind Long Island*] (“us”, “we” or “our”). Your access to the WiFi Service is subject to the terms and conditions below (**Terms and Conditions**). By using or continuing to use the WiFi Service, you agree to be bound by the Terms and Conditions.

Privacy

When you use our free WiFi Service, we collect personal information provided by you, including your name, email address, to build your customer profile so that we can provide information on upcoming events and special promotions at The Inn at East Wind , Spa & Salon at East Wind, The Shoppes at East Wind, and Desmond's Restaurant.

Your personal information is handled in accordance with:

Our Privacy Policy, in the case of personal information held by us.

We do not share your personal information with third parties without your consent, except as set out in these Terms and Conditions, our Privacy Policy.

TERMS AND CONDITIONS

1 Agreement

The following terms and conditions (“**Terms and Conditions**”) apply to your use of the [*EW GUEST FREE WIFI*] (“**WiFi Service**”) which is provided by [*East Wind*] (“us”, “we” or “our”). By using or continuing to use our WiFi Service you agree to be bound by these Terms and Conditions. **You must not use this WiFi Service unless you are** persons of legal age to form a binding agreement and a person not barred from receiving WiFi Service under the laws of the United States or other applicable jurisdictions, or in their discretion, their child over the age of 18. If you are a minor under the age of 18, your parent or guardian must authorize the use of our WiFi Service. **If you do not agree with these Terms and Conditions or you are not at least 18 years of age, you must not use our WiFi Service.**

2 Definitions and interpretation

2.1 In these Terms and Conditions:

Claims includes actions, suits, causes of action, debts, liabilities, demands, damages, losses, costs and expenses of any description, decisions, judgments and orders either at law or in equity or arising under any statute.

Client means any client of East Wind or East Wind's Affiliates which uses the EW Guest Wifi.

Customer Profile has the meaning given in clause 4.

Intellectual Property Rights means all intellectual property rights of whatever nature throughout the world including all rights conferred under statute, common law or equity, including (without limitation) rights in relation to copyright, patents, trademarks, formulae, databases, business processes and methods, design rights, trade secrets, trading names, service marks, and all rights to receive profit or royalties from such rights or licences of such rights.

Local Measure's Privacy Policy means Local Measure's Privacy Policy, which can be accessed at [www.eastwindlongisland.com](“Our Website”).

Login Details has the meaning given in clause 3.1.

Loss means any direct loss or cost of whatever nature or description (including any legal or other cost, damages, debt, expense, liability, liability for tax, liability or cost as a result of any claim) as well as any indirect, special or consequential loss, damage or cost, including loss of a chance, loss of business opportunity, or loss or damages resulting from wasted management time.

Our Affiliate means any of our corporations, firms, limited liability companies, partnerships or other entities that directly or indirectly controls or is controlled by or is under common control by us.

Privacy Laws means applicable U.S. State Law, Federal Privacy Laws, and in accordance with Local Measure's Privacy Policy, amended time to time, with applicable data protection legislation.

Prohibited Conduct has the meaning given to that term in clause 6.

Social Media Account means any social media account including, but not limited to Facebook, Google, Twitter, LinkedIn, Instagram, Weibo and any other social media platform(s).

we, us and our means [*East Wind 631-929-3500*]

you, your and end-user mean you as the end-user of the WiFi Service.

WiFi Service means the WiFi service provided by us via the website.

- 2.2 Unless expressed to the contrary:- (a) words importing the singular include the plural and vice versa; and any gender includes the other gender; (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions; (c) a reference to a person includes the person's legal personal representative, successors and assigns; (d) a right includes a benefit, remedy, discretion, authority or power; (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation; (f) where there are two or more persons bound or to be bound by any agreement or obligation, such agreement or obligation binds each of those persons severally and any two or more of them jointly; (g) a reference to a party includes that party's executors, administrators, successors and permitted assigns; (h) a reference to a document or agreement, including these Terms and Conditions, includes a reference to that document or agreement as novated, altered or replaced from time to time; (i) a reference to any thing includes the whole or part of that thing and a reference to a group of things or persons includes each thing or person in that group; and (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms and Conditions.

3 Access to the WiFi Service

- 3.1 In order to gain access to our WiFi Service, you will need to login using your name and email ("**Login Details**").

- 3.2 You must:

- (a) not use any Login Details to access the WiFi Service other than your own Login Details unless you have the express permission of the owner of those Login Details;
- (b) immediately cease using any Login Details if you become aware that your permission to use those Login Details has been withdrawn or expires; and
- (c) immediately notify East Wind if you become aware or suspect that the security of the Login Details has been compromised for any reason.

- 3.3 In accessing or using our WiFi Service, you acknowledge and agree that you:

- (a) are solely responsible for maintaining the confidentiality of your Login Details

- (including any username, password or other identifying information);
 - (b) are solely responsible for all the activities that occur using your Login Details, whether or not engaged in by you; and
 - (c) will immediately notify us of any unauthorised use of your Login Details that has occurred in connection with our WiFi Service.
- 3.4 You are responsible for providing your own computer or mobile device (which must be a wireless enabled device) that is capable of accessing our WiFi Service. We do not provide power, information technology advice or assistance to any user of our WiFi Service. You must not use our WiFi Service under any circumstances if you do not have the express permission of the lawful owner of the wireless enabled device.

4 Your Customer Profile

- 4.1 By using our WiFi Service, you acknowledge and consent to us:
- (a) collecting the following personal information about you for the purposes of updating your Customer Profile to enable us to provide improved and personalised services, and maintaining that information in an online or electronic customer profile for you (“**Customer Profile**”):
 - (i) your name;
 - (ii) your email address;
 - (b) Collection of personal information by using our WiFi Service is not directed to children under the age of 18. We do not knowingly collect personal information from children under 18. If you become aware that your child has provided us with personal information without your consent, please contact us at [_info@eastwindlongisland.com_](mailto:info@eastwindlongisland.com). If we become aware that a child under 18 has provided us with personal information, we take steps to remove such information.
- 4.2 Your personal information in your Customer Profile will be held and used in accordance with Our Privacy Policy (as applicable), which can be found at the web addresses set out above under the heading “Privacy”. East Wind reserves the right to amend or modify this Privacy Policy and if we do so we will post the changes on our website. It is your responsibility to check the Privacy Policy every time you submit information to us. By submitting information, you signify acceptance of the Privacy Policy in place on our website at such time (including any changes made to the Privacy Policy that was in place when you first signed up).
- 4.3 You may request that your Customer Profile be deleted or corrected at any time in accordance with Our Privacy Policy. We (as applicable) will terminate your Customer Profile within a reasonable period of your request. You acknowledge and agree that if you resume using our WiFi Service, we will create a new Customer Profile for you.
- 4.4 You acknowledge and agree that:
- (a) you have no proprietary interest of any kind in your Customer Profile; and
 - (b) we may disable, suspend, terminate or delete your Customer Profile at any time, in their sole and absolute discretion, without notice

5 Law enforcement / Legal processes / Other uses

We may disclose personal information if required to do so by law, court order, subpoena or other legal process, as requested by a governmental or law enforcement authority, when it is necessary to protect the rights or property of East Wind, our affiliates, our customers, our websites or their users, or when we believe in good faith that it is in the interests.

6 Third parties

The WiFi Service may contain links to external websites, and you may be offered a number of automatic links to other websites that may interest you. Neither we nor Our Affiliates accept any responsibility for, or liability in respect of, and make no warranty whatsoever as to, the content, privacy practices, or terms and conditions of those websites or the use or accessibility of those websites or any third party content.

7 Use of the WiFi Service and Prohibited Conduct

7.1 You must use the WiFi Service only in accordance with these Terms and Conditions. You must not use the WiFi Service to:

- (a) post or transmit any information, content or other material, or otherwise to engage in any activity, in breach of any laws or regulations (including but not limited to any Privacy Laws), or in infringement of a third party's Intellectual Property Rights or other legal rights;
- (b) post or transmit any material which is or is likely to be defamatory, harassing, threatening, menacing or offensive, or which restricts or inhibits any other person from using the WiFi Service or the internet in general;
- (c) send, publish or distribute spam or other unsolicited commercial electronic communications;
- (d) reverse engineer, modify, tamper with, hinder or compromise our WiFi Service;
- (e) knowingly transmit any viruses, worms, trojans, other malicious or unauthorised code or disabling features; or
- (f) attempt any of the acts, or facilitate or encourage or assist another person to do any of the acts, referred to in this clause 7.1 ("**Prohibited Conduct**").

7.2 We may, in our sole and absolute discretion, if we suspect that you have engaged in any Prohibited Conduct or otherwise breached these Terms and Conditions, and without prior notice, terminate your access to and prevent you from using the WiFi Service.

8 Termination

If you breach any of the Terms and Conditions, you must immediately notify us of that breach, and stop using the WiFi Service until otherwise advised, in writing, by us. Without limiting any of our other rights, we may terminate this agreement and your access to the WiFi Service if we consider, in our sole and absolute discretion, that you have breached any of these Terms and Conditions. Without limiting any of East Wind's other rights, your obligations under clauses 3, 4, and 7 survive termination of your Customer Profile and/or this agreement. You will remain responsible and liable for all obligations related to any use of the WiFi Service using your Login Details after this agreement, or after your Customer Profile has been terminated, whether under this clause or otherwise.

9 Electronic communications

9.1 When you use any of our WiFi Service or send emails, faxes, text messages, call our offices, or make other communications to us from an email, instant messaging, telephone or similar account, you are communicating with us electronically.

9.2 As an end-user of our WiFi Service, you consent to receiving communications from us in relation to special offers, competitions, promotions, new partnerships or alliances, updates to our policies and information related to your Customer Profile and use of, and access, to the WiFi Service. This communication may be in the form of email, telephone, fax, mail or otherwise appropriate communication media.

- 9.3 You may unsubscribe from all such further communication at any time and can easily do so in accordance with Our Privacy Policy (as applicable), or by sending an email to info@eastwindlongisland.com containing the word “UNSUBSCRIBE”.

10 Intellectual Property Rights

Nothing in these Terms and Conditions or your use or other access to the WiFi Service confers, or is intended to confer, assign or transfer, any Intellectual Property Rights to you or any other person. You must not (and must not assist any person to) reproduce, modify, reverse engineer, copy, distribute, transmit, communicate, display, publish or use any material contained in the WiFi Service or the technology used to provide the WiFi Service except as expressly authorised by us in writing.

11 Limitation of Liability

- 11.1 You acknowledge and accept that to the maximum extent permitted by applicable law, we will not be liable for any claim, damage, Loss or hazard resulting from:
- (a) the use or inability to use the WiFi Service;
 - (b) unauthorised access or alterations to your personal information, or your transmissions to or from the WiFi Service, by a third party;
 - (c) any interruption or cessation of transmission to or from the WiFi Service;
 - (d) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our WiFi Service;
 - (e) the loss or misuse of your Customer Profile (or any part of it) or Login Details; and/or
 - (f) any other matter relating to this WiFi Service, except to the extent resulting from our gross negligence or wilful default.
- 11.2 You acknowledge that your use of the WiFi Service is entirely at your own risk, and you are responsible for taking all precautions you deem necessary or advisable to protect yourself against any claim, damage, Loss or hazard that may arise from your use of the WiFi Service.

12 Variation of terms

We may revise these Terms and Conditions from time to time by updating them on our website at [www.eastwindlongisland.com]. The revised Terms and Conditions will take effect when they are posted. If the Terms and Conditions as so revised are unacceptable to you, you must stop using our WiFi Service. If you continue to use our WiFi Service, you will be deemed to have accepted the revised Terms and Conditions.

13 Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and forever hold harmless us and each of our and their officers, directors, employees, agents, partners, information providers, contractors, advertisers, licensors and suppliers from and against all Losses, expenses, damages and costs, including reasonable legal costs, resulting from any breach of these Terms and Conditions by you or any activity relating to your use of our WiFi Service (including infringement of third parties' Intellectual Property Rights anywhere in the world or negligent or wrongful conduct) and any liability for any Loss, damage, costs or expense whether direct, indirect, incidental, special and/or consequential, including loss of profits or income, suffered by, or claims made against, us as a result of your use of the WiFi Service.

14 Notices

14.1 You must direct any notices to us or Our Affiliates to [info@eastwindlongisland.com].

15 Assignment

You must not assign, transfer or sub-licence any of your rights or obligations under these Terms and Conditions. Any such assignment or purported assignment will be void.

16 Warranties

16.1 To the fullest extent permitted by law and except as specified in these Terms and Conditions, East Wind gives no implied or express warranties in relation to the use or availability of this WiFi Service.

16.2 In particular, we do not warrant that:

- (a) the speed and the reliability of its WiFi Service will be adequate for any particular activity you may wish to perform using the WiFi Service;
- (b) our WiFi Service will be compatible with any devices or software which you may attempt to use to connect to our WiFi Service;
- (c) our WiFi Service will provide continuous, fault-free network connectivity or uninterrupted data traffic flow;
- (d) your connection to the WiFi Service will be safe and secure;
- (e) the WiFi Service and its servers or emails sent from Local Measure are free of viruses or other harmful components; or
- (f) any of the information published on or transmitted via the WiFi Service is accurate.

17 Waiver

Failure by us to exercise or enforce any term of these Terms and Conditions or any other right or remedy will not constitute a waiver of that or any other term, right or remedy.

18 Governing Law and Jurisdiction

Use of the WiFi Service and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of New York and the United States, and the parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of New York.

19 Entire Agreement

The Terms and Conditions and the Privacy Policy contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.