



Terms of Service

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE.

- **AGREE: BY USING THE SERVICE OR CHECKING "I AGREE" USER IS AGREEING TO BE BOUND BY THIS AGREEMENT.**

- **DISAGREE: IF USER DOES NOT AGREE TO THIS AGREEMENT BY UNCLICKING "I AGREE" THEN USER CANNOT USE THIS SERVICE.**

This agreement is between GoBig WiFi, Inc., a California corporation (**GoBig WiFi**), and its **Customer**, and the entity or individual using the service and agreeing to these terms (**User**).

1. **GUEST WI-FI SERVICE.** This agreement provides **User** access and usage of the **GoBig WiFi** guest Wi-Fi service (**Service**) from a GoBig WiFi **Customer**.
2. **USE OF SERVICE.**
 - a. **User Rights and Responsibilities.** As **User**, you acknowledge and agree that you will be responsible for all activities during any session using the **Service**. You may use the **Service** solely for your own lawful personal purposes. GoBig WiFi and its customer might impose any bandwidth and/or protocol control for performance purpose and blacklist for legal and business requirements and display or send you promotional advertisement or marketing material during and after the use of the **Service**. The **Service** is provided AS IS. We also recommend having any transaction and information transmitted through our **Service** should be protected by SSL or VPN or other secured methods. If you use mobile phone number to get access to the **Service**, message and data rates may apply.
 - b. **Privacy Policy.** GoBig WiFi's Privacy Policy (<http://www.gobigwifi.com/legal.html>) is incorporated into this agreement for all purposes. Please read the Privacy Policy carefully for information relating to GoBig WiFi's collection, use, and disclosure of personal information. This policy may change over time.
 - **Data Collection by GoBig WiFi Customer:** During and after the Term (defined below), the GoBig WiFi **Customer** will collect certain information based on how it configures the **Service**, and whether you use the Service anonymously or login through a social media account or SMS verification. This information will be retained by GoBig WiFi **Customer** and used for marketing purposes.
 - **Data Collection by GoBig WiFi:** During and after the Term, **GoBig WiFi** may use non-personally identifiable data collected or transmitted through the **Service** for purposes of enhancing the **Service**, aggregated statistical and marketing analysis (which reports will be provided to Customers), technical support and other business purposes. **GoBig WiFi** may also use a limited set of personally identifiable data (such as MAC addresses) as necessary for identifying **User** who connects again or moves between **GoBig WiFi** appliances (devices). All of this non-personally identifiable data will be retained by **GoBig WiFi**, and the personally identifiable data will be licensed to GoBig WiFi by the **Customer** and retained by **GoBig WiFi**.
3. **DISCLAIMER. THE SERVICE IS PROVIDED AS IS. GOBIG WIFI DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE GOBIG WIFI TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURE TO SECURE THE SERVICE, GOBIG WIFI DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED.**

4. GOBIG WIFI PROPERTY.

- a. **Reservation of Rights.** The software, hardware, user interface, designs, know-how, and other technologies provided by **GoBig WiFi** as part of the **Service** are the proprietary property of **GoBig WiFi** and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with **GoBig WiFi**. **User** may not remove or modify any proprietary marking or restrictive legends in the **Service**. **GoBig WiFi** reserves all rights unless expressly granted in this agreement.
- b. **Restrictions.** **User** *may not*: (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the **Service** to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the **Service** or its and its customer related systems or networks; (v) reverse engineer the Service; or (vii) access the **Service** to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

5. LIABILITY LIMIT.

- A. **EXCLUSION OF INDIRECT DAMAGES.** **GoBig WiFi** is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; lost profits and any failure of delivery of the Service).
 - B. **TOTAL LIMIT ON LIABILITY.** **GoBig WiFi's** liability for all damages arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed \$50.
6. **USER INDEMNITY.** If any third-party brings a claim against **GoBig WiFi** related to **User's** acts, omissions, data or information within the **Service** or **GoBig WiFi** hardware, **User** must defend, indemnify and hold **GoBig WiFi** harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
 7. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement (**Claim**). Any suit or legal proceeding must be exclusively brought in the federal or state courts for Irvine, California, and **User** submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

Optional Arbitration for Claims Less than \$10,000. Notwithstanding the foregoing, for any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may chose to resolve the dispute in a more cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, they must initiate such arbitration through an established alternative dispute resolution (**ADR**) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator is final and may be entered in any court of competent jurisdiction.

8. OTHER TERMS.

- a. **Entire Agreement and Changes.** This agreement and the Privacy Policy constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiation or agreement, whether oral or written, related to this subject matter. **User** is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- b. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

- c. **Independent Contractors.** The parties are independent contractors with respect to each other.

- d. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

- e. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

- f. **Survival of Terms and no CISG.** Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

Changes: Our business changes constantly and our Terms of Service may also change. You should check our website <http://www.gobigwifi.com/legal.html> frequently to see recent changes.

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