

Terre Haute Convention Center

Public Wi-Fi Terms & Conditions

Acceptance of Terms

By accessing and using Terre Haute Convention Center (the "Facility") public Wi-Fi service (the "Service"), you agree to be bound by these Terms and Conditions (the "Agreement"). If you do not agree, you must immediately discontinue use of the Service. Your use of the Service constitutes a binding agreement between you and Facility. Facility reserves the right to update, modify, or replace these terms at any time, and continued use of the Service after any such change constitutes your acceptance of the updated Agreement.

Nature of the Service

The Service is provided free of charge by Facility for your personal, non-commercial use while on the premises. The Service is provided strictly on an "as is," "as available," and "with all faults" basis. Facility does not guarantee that the Service will be uninterrupted, secure, error-free, or meet any specific performance standards. Network speed, quality, and availability may vary depending on location, signal strength, network congestion, and other factors outside of Facility's control. Facility may suspend, restrict, or discontinue the Service at any time without notice.

User Responsibilities

You are solely responsible for any use you make of the Service and for ensuring that your device is properly configured, updated, and secured. The Service is an open and unencrypted wireless network, and transmissions may be intercepted, altered, or lost. You should not use the Service to send or receive sensitive information, including but not limited to financial data, login credentials, medical records, or other personal or confidential content. You are also responsible for ensuring that your use of the Service complies with all applicable laws and regulations, including copyright, privacy, and data security laws.

Prohibited Uses

You agree not to use the Service for any unlawful, abusive, fraudulent, or disruptive activity. Prohibited uses include, but are not limited to: • Attempting to gain unauthorized access to systems, accounts, networks, or data. • Interfering with or disrupting the Service, other users, or any connected network. • Uploading, transmitting, or distributing malware, spyware, or other malicious code. • Infringing the intellectual property or proprietary rights of third parties. • Engaging in activities that constitute harassment, defamation, threats, or other abusive communications. • Using the Service for spam, bulk communications, or unsolicited advertising. • Reselling, redistributing, or otherwise commercially exploiting the Service. • Excessive use of bandwidth or activities that degrade the Service for others.

Monitoring and Privacy

By using the Service, you acknowledge and agree that Facility may monitor network activity to ensure compliance with this Agreement, maintain the performance and security of the Service, and comply with legal or regulatory requirements. Facility may collect technical data such as device identifiers, connection times, bandwidth usage, and traffic volumes. While Facility does not ordinarily monitor the content of communications, it reserves the right to do so if necessary to protect its rights, comply with lawful requests, or investigate violations. Any personal data collected in connection with the Service will be handled in accordance with Terre Haute Convention Center Privacy Policy.

Limitation of Liability

To the fullest extent permitted by law, Facility, its affiliates, suppliers, licensors, officers, directors, employees, and agents disclaim all warranties, express or implied, relating to the Service, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. Facility shall not be liable for any damages arising out of or relating to the use or inability to use the Service, including but not limited to loss of data, unauthorized access, interception of communications, security breaches, service outages, or device damage. In no event shall Facility be liable for any indirect, consequential, incidental, punitive, or special damages, even if it has been advised of the possibility of such damages. Your sole and exclusive remedy is to discontinue use of the Service.

Indemnification

You agree to indemnify, defend, and hold harmless Facility, its affiliates, licensors, officers, directors, employees, and agents from and against all claims, demands, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Service, your violation of this Agreement, or your infringement of any third-party rights. This obligation will survive termination of your access to the Service.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Facility is located, without regard to its conflicts of laws principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in the County and State in which the Facility is located.

Privacy and Data Use

Use of the Service is subject to Facility's Privacy Policy, which describes how personal and technical data is collected, processed, stored, and shared. By using the Service, you acknowledge and agree to the terms of the Privacy Policy.

Use by Minors

The Service is not intended for children under 13 years of age. Users between the ages of 13 and 18 may use the Service only with the consent and supervision of a parent or guardian, who shall be responsible for monitoring the minor's use of the Service.

Termination and Suspension

Facility reserves the right to suspend, restrict, or permanently terminate Service access for any violation of this Agreement or for conduct that Facility reasonably determines to be unlawful, abusive, or harmful to its network, other users, or third parties. Termination may occur without notice, and Facility shall have no liability for any resulting loss of service, data, or connectivity.

Force Majeure

Facility shall not be liable for any failure or delay in providing the Service caused by events beyond its reasonable control, including but not limited to natural disasters, weather events, power outages, strikes, government actions, acts of terrorism, pandemics, or failures of telecommunications providers.

Entire Agreement

This Agreement, together with Facility's Wi-Fi Privacy Policy, constitutes the entire understanding between you and Facility regarding use of the Service and supersedes all prior or contemporaneous representations, communications, and agreements, whether written or oral. No waiver or modification of this Agreement shall be valid unless in writing and signed by Facility. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.