

CVS In-Store Wireless Terms of Use

Last Updated: August 23, 2022

These CVS In-Store Wireless Terms of Use (the "Agreement") are a legal agreement between you and CVS Pharmacy, Inc. ("CVS," "us," "we," "our") governing your access to and use of wireless network (Wi-Fi) services (the "Service") from CVS. By connecting to or using the Service or clicking or tapping to accept this Agreement, you expressly agree to be bound by this Agreement. If you do not agree to this Agreement, do not use or access the Service.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

The Service is not intended for use by children under 13 years old. If you are under 13 years old, do not use the Service.

By using the Service, you affirm that you are of legal age and otherwise have the capacity to enter into this Agreement. We may update this Agreement at any time by notifying you of such updates by any reasonable means, including by posting the updated Agreement here. Any changes in updating this Agreement will not apply to any dispute between you and us arising prior to the date on which we posted the updated Agreement, or otherwise notified you of such updated Agreement. The "Last Updated" legend above indicates when this Agreement was last changed. You should periodically review this page to determine if this Agreement has been updated. Your continued use of the Service following any updates to this Agreement shall constitute notice and acceptance of any such updates.

1. Disclaimer of Warranty

THE SERVICE IS PROVIDED SOLELY AS A CONVENIENCE TO YOU, "AS IS" AND "AS AVAILABLE". CVS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; OR (ii) THAT ACCESS TO OR USE OF THIS SERVICE OR ANY PART THEREOF WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR SECURE, OR THAT PROBLEMS WILL BE CORRECTED, EVEN IF CVS IS ON NOTICE OF SUCH PROBLEMS. YOU AGREE THAT NO ADVICE OR INFORMATION GIVEN BY CVS OR ITS EMPLOYEES SHALL CREATE ANY WARRANTY. YOUR USE OF AND ACCESS TO THE SERVICE IS AT YOUR SOLE RISK AND DISCRETION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR DEVICES, OR LOSS OF DATA, THAT RESULTS FROM YOUR USE OF THIS SERVICE. CVS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING CONTENT, INFORMATION, MATERIALS, SERVICES OR OTHER NETWORKS ACCESSED VIA THE SERVICE IN TERMS OF COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, AUTHENTICITY, SAFETY, OR OTHERWISE.

2. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CVS OR ITS SUPPLIERS OR VENDORS, OR ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, "CVS

PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, ANY DEFECTS IN THE SERVICE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Neither CVS nor its suppliers or vendors guarantee the sequence, accuracy, or completeness of any information or content on this or any other Internet sites and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

THE OPERATION OF THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND CVS'S OR ITS SUPPLIERS' OR VENDORS' CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY CVS, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO MATERIALS YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED THROUGH THE SERVICE.

ANY LIABILITY ON THE PART OF THE CVS PARTIES, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED OR \$25, WHICHEVER IS GREATER.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

3. Indemnification

You hereby agree to indemnify, defend and hold the CVS Parties harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of any content available through the Service, or any materials that you submit, post, or transmit through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

4. Changes to the Service

CVS and its suppliers and vendors may change, modify, suspend, or discontinue, temporarily or permanently, the Service or any features, functions, or portions thereof at any time without notice.

The Service may not be available in all CVS locations and may not be accessible from all devices.

5. Security

Your use of the Service is at your own risk. There are privacy and security risks associated with connecting to the Internet over wireless communications. The Service is not encrypted or secured in any way, and any material or other communications that you transmit or receive using the Service may be accessible to third parties. While using the Service, you assume full responsibility and risk for: (i) your own privacy and security; (ii) implementing any safeguards you deem to be appropriate to protect and secure your privacy and systems; and (iii) evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. It is your responsibility to know and understand the risks of using public communication means, such as unsecured wifi, for transmission of any communications or content.

6. Your Obligations

You agree to use the Service only for lawful purposes. You are fully responsible for the device you use to access the Service and all activity undertaken through that device while it is accessing or using the Service, whether or not those activities were caused or authorized by you. You are fully responsible for your activities while using this Service, including any content, information or other materials you access or transmit via this Service, and you bear all risks associated with use of this Service.

You agree not to use this Service to engage in any prohibited conduct, or to assist any other person or entity in engaging in prohibited conduct, including, but not limited to, conduct that:

- Interrupts or attempts to interrupt the operation of the Service in any way;
- Restricts, inhibits, or interferes with the ability of any other user to enjoy the Service, including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities;
- Communicates on or through the Service (including in connection with any materials) any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law;
- Posts, transmits or otherwise makes available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment;
- Uses the Service to transmit or receive any material or other communications that violate another's intellectual property, privacy or other rights (including by intercepting, collecting or harvesting any material or other communications transmitted or received by other users of the Service); or
- Uses the Service to transfer technology, software or other materials in violation of applicable export laws or regulations;

Without limiting any other available right or remedy, we reserve the right to terminate or suspend your access to and use of the Service, or parts of the Service, without notice, if we believe, in our sole discretion, that (i) it is in violation of any applicable law (ii) it is harmful to our interests or the interests,

including intellectual property or other rights, of another user or a third party, (iii) it involves prohibited conduct, or (iv) for any other reason or no reason at all.

You are responsible for obtaining, maintaining and paying for all hardware, software, and other services needed for you to use the Service.

7. Monitoring and Confidentiality

CVS has the right (but not the obligation) to monitor and/or screen your communications and activities via the Service during transmission and in connection with use of the Service. CVS may access, preserve, or disclose any such information for purposes of ensuring compliance with this Agreement and applicable law, cooperating with legal authorities, and protecting the rights and interest of CVS and others. CVS cannot assure that your communications and activities will be private or secure during your use of the Service. YOU DO NOT HAVE AN EXPECTATION OF PRIVACY OR CONFIDENTIALITY WHEN USING THE SERVICE.

In providing the Service to you, CVS may collect or receive certain information about you or your use of the service, including bandwidth use; type of device; session length and time; frequency and size of data transfers; sites visited; use of CVS services; certain location information; information about content you access, send, receive or use while accessing the Service, such as URLs, search terms, application commands, file names, file sizes, file types; or information about communications you may engage in, access, send receive or use while accessing the Service, such as recipient or sender email or other address information. CVS may use this information for analyzing, enhancing, or improving the functionality or security of the Service or other CVS services; marketing efforts; ensuring compliance with this Agreement; or cooperating with legal authorities.

For more information about how we collect, use, and share information collected in connection with your use of the Service, please see our applicable Privacy Policy, located at https://www.cvs.com/help/privacy_policy.jsp ("Privacy Policy").

8. Termination

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Service. Your use of the Service is at your sole risk. If you are dissatisfied with the Service or any of the terms, conditions, and policies of this Agreement, your sole and exclusive legal remedy is to discontinue using the Service.

If you breach any provision of this Agreement, then you may no longer use the Service.

CVS or its suppliers or vendors may at any time and for any reason, with or without cause, and in their sole discretion, immediately: suspend or terminate (in whole or in part) your authorization to use the Service and prohibit you from any future use of the Service; all without any prior notice or liability to you or any other person.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Service (and any unauthorized further use of the Service), including payment of any charges accrued in connection with use of the Service and your indemnification obligations; and (b) any rights or licenses granted to us under this Agreement will survive such termination.

9. Proprietary Rights?

Intellectual property, including trademarks, logos, and service marks as may be displayed in connection with the Service or in any other manner are registered and unregistered trademarks of CVS, its suppliers and vendors, and/or other third parties. All such trademarks, logos, and service marks are the property of CVS and/or their respective owners. Any trademark or copyright notices may not be deleted or altered in any way. CVS's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of CVS. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Service, or posting this content or selected portions of this content in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of CVS is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service, or to collect any information about Site visitors or users of the Service, or otherwise systematically download and store Service content. You agree that you will not send, upload, post, reproduce, transmit or distribute any communication, content or Material of any type through the Service or otherwise to CVS that infringes or violates any rights of any party or violates this Agreement.

10. Third Party Resources

Through the Service you may access third-party sites, services, products, information, content, materials, merchandise, functionality and/or other resources ("Third Party Resources"). This access is provided for your convenience only. We do not control such Third Party Resources and, therefore, we are not responsible for such Third Party Resources, or any content posted on or made available by such Third Party Resources. Be aware that CVS does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Resources, including without limitation the security of any materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Resources or any other Internet sites. We reserve the right to terminate such access at any time. The fact that we may offer such access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Resources, or any content made available thereby. Because some Third Party Resources employ automated search results or otherwise link you to Third Party Resources containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Resources and you hereby irrevocably waive any claim against us with respect to such Third Party Resources. Your use of any Third Party Resources is subject to the Third Party's terms, conditions and policies applicable to such products, services or materials (such as Terms of Service or Privacy Policies of the providers of such products, services or materials). CVS is not responsible for the privacy and security of any information you share with that Third Party, including your credit card or payment information.

CVS may, but it not obligated to, block access to certain Third Party Resources through the Service to protect the Service, CVS, you, or others.

11. Governing Law

This Agreement, your use of the Service, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the State of New York, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

12. Dispute Resolution

EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND CVS (OR ITS SUPPLIERS OR VENDORS), WHETHER THE DISPUTE IS BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED IN FINAL, BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN COURT BY A JUDGE OR A JURY. YOU AGREE THAT CVS AND YOU EACH WAIVE THE RIGHT TO TRIAL BY A JURY AND THAT THE FEDERAL ARBITRATION ACT (“FAA”) AND FEDERAL ARBITRATION LAW, NOT STATE LAW, GOVERNS THE ENFORCEABILITY OF THIS DISPUTE RESOLUTION PROVISION. YOU ALSO AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AGREE TO GIVE UP THE ABILITY TO BRING OR PARTICIPATE IN A CLASS ACTION.

For any and all disputes or claims you have, you must first give CVS an opportunity to resolve your claim by sending a written description of your claim to CVS’s registered agent at this address:

CVS Pharmacy, Inc.
c/o CT Corporation System
450 Veterans Memorial Parkway, Suite 7A
East Providence, RI 02914

You and CVS each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time. If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or CVS may start an arbitration or small claims court proceeding.

The Arbitration will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (currently available by calling 1-800-778-7879 or at https://www.adr.org/sites/default/files/Consumer_Rules_Web_1.pdf), as amended by these terms. If AAA fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint a different arbitration administrator, but will not decide arbitrability or any other aspect of the parties’ dispute (except if either party files a small claims court matter). We will pay or reimburse arbitration filing, administration, and arbitrator fees. The arbitrator may award any individual relief a court of law could, including temporary, interim, or permanent injunctive relief on an individual basis.

If a court or arbitrator finds in any action between you and CVS that any part of this arbitration agreement and class action waiver is unenforceable with respect to any claim, then the arbitration agreement and class action waiver will not apply to that claim, but they will still apply to any and all other claims that you or CVS may assert in that or any other action. If any other provision of this Dispute Resolution provision is found unenforceable, the other parts of it shall continue to apply. You reserve your ability to bring claims in small claims court to the extent of that court's jurisdiction.

13. Copyright Infringement Claims: Notice and Take-Down Procedures

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your rights under U.S. copyright law, you (or your agent) may send to CVS a written notice by mail, e-mail or fax, requesting that CVS remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to CVS a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/> for details), which, with respect to notices of infringement, currently include, among other requirements, the following:

1. Sufficient information identifying the copyrighted work(s) believed to be infringed.
2. Sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit CVS to locate such material(s).
3. A statement from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law.
4. Contact information for the complaining party, including a mailing address, a telephone number and, if available, an email address.
5. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed.

Notices and counter-notices must be sent in writing to CVS's DMCA agent as follows:

DMCA Agent, Legal Department
Mail: CVS/pharmacy, One CVS Drive, Woonsocket, R.I. 02895 Mail Code 1160
Email: DMCA@cvshealth.com
Fax: 401-765-7887

CVS's DMCA agent can also be reached at the following phone number: 401-765-1500.

14. General Information

In addition to the rights and privileges described in the terms, conditions, and policies outlined above, we further reserve the right to elect to electronically monitor the Service and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if such disclosure is necessary or appropriate to operate the Service, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or others. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from the Service.

We control the Service from our corporate offices within the United States of America, and the Service is not intended to subject CVS to any non-U.S. jurisdiction or law. By accessing and using the Service you agree that such access and use is subject to the terms, conditions, and policies of this Agreement as well as applicable laws. Our failure to insist upon strict performance of any provision of this Agreement shall not be construed as an implicit waiver of any provision or right.

If any part of this Agreement is ruled to be unenforceable, then such part shall be severed, with the remainder of the Agreement remaining in full force and effect. This Agreement constitutes the entire agreement between you and CVS governing your use of the Service. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction.

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that CVS does not endorse any of the products or services listed on such site.

If you have a question or complaint regarding the Service, please see [here](#) for information on how to contact us, or contact us as follows:

CVS Health Corporation
1 CVS Drive
Woonsocket, R.I. 02895
Telephone: (888) 607-4287