Terms of Service

IMPORTANT! READ THIS DOCUMENT. YOUR USE OF THE SERVICES PROVIDED BY WANDERING WIFI CONSTITUTES ACCEPTANCE OF THESE TERMS OF SERVICE AND CREATES A LEGALLY BINDING CONTRACT. DO NOT CONNECT TO THE INTERNET USING THE WANDERING WIFI SERVICES IF YOU DO NOT INTEND TO BE LEGALLY BOUND TO THESE TERMS OF SERVICE.

The term "**Services**", as used in these Terms of Service, means the Wi-Fi access to the Internet provided by Wandering WiFi, LLC ("**Wandering WiFi**," "**Aware Software**," "**we**," "**us**," and "**our**") at the Location (defined below). In order to use the Services, you must first agree to the Terms of Service (the "**Terms**"). You may not use the Services if you do not accept the Terms. You can accept the Terms by either (i) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for the Services, or (ii) by actually using the Services. Regardless of your method of acceptance, you understand and agree that Wandering WiFi will treat it as your complete acceptance of the Terms from that point onwards.

By accepting the Terms as provided herein, you represent that you have also read, understood, and agreed to our Privacy Policy and our Security Notice and you agree that they are both a part of these Terms.

In the event that Wandering WiFi has provided you with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only; that the English language version of the Terms governs your relationship with Wandering WiFi, and, if there is any contradiction between what the English language version of the Terms and the translation says, the English language version shall take precedence.

You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that Wandering WiFi may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Wandering WiFi's sole discretion, without prior notice to you.

You understand the minimum computer requirements necessary to access the Services and you may require additional computer equipment to gain full access to the Services.

You understand that Wandering WiFi is providing public Internet access pursuant to an agreement with the owner and/or manager ("**Owner/Manager**") of the location at which you are accessing the Internet (the "**Location**"). Wandering WiFi, the Owner/Manager, and each of their respective affiliates and subsidiaries, and their officers, directors, subcontractors, employees, and agents are hereinafter referred to as the "**Wandering WiFi Parties**". Wandering WiFi's agreement with the Owner/Manager governs the available bandwidth, signal strength, and coverage area and the equipment installed to provide the Services (the "**Equipment**"). In some instances, the amount of overall bandwidth available can significantly and adversely impact the available bandwidth to you. In addition, the bandwidth being used by others accessing the Internet at the Location can significantly and adversely impact the available bandwidth to you. You acknowledge and agree that, as a result of these and other factors, the Services may not meet your requirements.

When you use the Services, you represent, warrant and agree that YOU WILL NOT:

- Transmit any information or data, in any form, which violates any local, state, United States law or regulation, or applicable international law, tariff, or treaty, including without limitation transmitting anything that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, offensive, indecent, obscene, pornographic, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
- Violate or infringe any copyright, trademark, service mark, trade dress, patent, or other statutory or common law proprietary rights of others;
- Publish, submit, copy, upload, post, transmit, reproduce, take, infringe on, or distribute information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right

of any party unless you own or control the rights thereto or have received all necessary consents to do the same.

- Send unsolicited mass e-mail messages (spam).
- Engage in any activity or device in an effort to disguise the origin of any transmission.
- Transmit any information or data that contains any computer virus, or any material designed to interrupt, destroy, or limit the functionality of any computer hardware or software.
- Engage in any illegal gambling activity.
- Engage in any activity that is harmful to minors.
- Permit a minor to use the Services to access any content intended for adults.
- Use the Services to commit or further any defamation, libel, fraud, forgery, pyramid or other prohibited business scheme, or any other deceptive activity.
- Use the Services to commit or further any theft, misappropriation, or unauthorized transmission or storage of funds, credit card information, personal information, or online services.
- Violate rules, regulations and policies applicable to any network, server, computer database, web site or ISP that you access through the Services.
- Interfere with other customers' use and enjoyment of the Services.
- Damage or disrupt the Services or damage the Equipment.
- Damage the name or reputation of the Wandering WiFi Parties.
- Violate the security of a network, service or other system, including without limitation, hacking, cracking, scanning ports, conducting denial of service attacks; distributing viruses or other harmful software, destroying websites, destroying other information.
- Use the Services, directly or indirectly, with systems that are not configured and maintained in a manner which prevents their use by others in violation of these Terms including, without limitation, improperly securing a server so that it may be used by others to conduct a denial of service attack, improperly securing a mail server so that it may be used by others to distribute spam, and improperly securing an FTP server so that it may be used by others to illegally distribute licensed software.

When you use the Services, you represent, warrant and agree that you:

- Will maintain the confidentiality of user names and passwords associated with any account you use to access the Services.
- Will be solely responsible for (and that the Wandering WiFi Parties have no responsibility to you or to any third party for) any Internet content that you create, transmit, view, or display while using the Services and for the consequences of your actions (including any loss or damage which Wandering WiFi may suffer) by doing so.
- Are not a resident of any country or affiliated with any of organization prohibited to do business within the United States as defined and set forth at: http://www.treas.gov/ofac.
- Have provided and will only provide information to Wandering WiFi that is true, accurate, and complete in all respects.

When you use the Services, you understand and agree that:

- You may be exposed to Internet content that you may find offensive, indecent, or objectionable and that, in this respect, you use the Services at your own risk and the Wandering WiFi Parties have no responsibility for any such content accessed by you.
- Failure to observe these Terms can result in anything from a warning to a suspension of privileges, termination of your use of the Services, or other remedies.
- While it is not the intent of Wandering WiFi to monitor, control, or censor the use of the Services, when Wandering WiFi becomes aware of a potential violation of these Terms, we will determine, in our own discretion whether there has been a violation and all decisions of Wandering WiFi's staff as to whether there has been a violation of these Terms and the remedy we choose are final.
- Wandering WiFi may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake.
- Wandering WiFi assumes no obligation to inform you that your information has been provided to authorities and, in some cases, may be prohibited by law from giving such notice.

- Wandering WiFi may, in its sole discretion, disconnect you from the Internet, deny access to the Services, and/or terminate its relationship with you at any time.
- You will indemnify, defend and hold harmless the Wandering WiFi Parties (and their directors, officers, employees, customers and agents) with respect to any claims, losses or expenses by any party that arise from your use of the Services.
- Wandering WiFi owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- Nothing in the Terms gives you a right to use any of Wandering WiFi's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- The Owner/Manager and each of its affiliates and subsidiaries, and their officers, directors, subcontractors, employees, and agents shall be a third party beneficiary to the Terms and shall each be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them; other than this, no other person or company shall be third party beneficiaries to the Terms.

When you use the Services, you understand and agree that you are solely responsible for the activity and conduct of anyone that you permit to use the Services or who uses the Services via your computer, device, or account, even if the use is without your knowledge or consent. In that regard, you acknowledge and agree that you are executing these Terms on behalf of all persons who use the Equipment and/or Services through your computer, device, or account. You shall have sole responsibility for ensuring that all such other users understand and comply with these Terms.

In certain situations, Wandering WiFi may need to access the particular area at the Location from which you are accessing the Services (the "**Premises**"). For example, you may be accessing the Services from a hotel room. In such circumstances, you authorize Wandering WiFi, and its employees, agents, contractors, and representatives to enter into the Premises (your hotel room in this example) in order to install, maintain, inspect, repair and remove the Equipment and/or the Services. You agree that you will not tamper with, damage, remove, or move the Equipment or connect any device to the Equipment.

You acknowledge that the installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outages or potential damage to your computer. You further understand that scheduled outages for system upgrades or maintenance, loss of electrical service, electrical brownouts, loss of high-speed internet back haul connectivity, performance issues affecting the internet backbone, tampering with the Equipment or Wandering WiFi's software, or mistakes by you or other users may result in potential damage to your computer. Accordingly, you agree to back-up all existing computer files by copying them to another storage medium prior to connecting to the Services. The Wandering WiFi Parties shall have no liability whatsoever for any damage to or loss or destruction of any your software, files, data, equipment or peripherals.

THE SERVICES ARE PROVIDED BY WANDERING WIFI ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO WARRANTIES, REPRESENTATION OR ENDORSEMENTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE MADE WITH RESPECT TO THE SERVICES BY THE WANDERING WIFI PARTIES. WITHOUT LIMITING THE FOREGOING, THE WANDERING WIFI PARTIES **DO NOT** REPRESENT OR WARRANT TO YOU THAT:

- YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;
- YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR;
- ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND/OR
- DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY

DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WANDERING WIFI PARTIES, OR THROUGH OR FROM THE SERVICES, SHALL CREATE ANY ADDITIONAL EXPRESS OR IMPLIED WARRANTY THAT NOT EXPRESSLY STATED IN THE TERMS.

NOTHING IN THESE TERMS, INCLUDING THE FOREGOING EXCLUSIONS FROM WARRANTY, SHALL EXCLUDE OR LIMIT WANDERING WIFI'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND WANDERING WIFI'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EVEN IF THE WANDERING WIFI PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WITH SPECIFICITY, YOU HEREBY RELEASE THE WANDERING WIFI PARTIES FROM AND THE WANDERING WIFI PARTIES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY YOU IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM LOSS OF DATA OR DAMAGE TO DATA RESULTING FROM DELAYS, NON-DELIVERY, MIS-DELIVERY, OR SERVICE INTERRUPTIONS OR DAMAGES DUE TO INADVERTENT RELEASE OR DISCLOSURE OF INFORMATION SENT BY YOU EVEN IF THE SAME IS CAUSED BY THE NEGLIGENCE OF THE WANDERING WIFI PARTIES' OWN NEGLIGENCE, OR ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, AND PERSONAL INJURIES (INCLUDING, BUT NOT LIMITED TO, DEATH). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE WANDERING WIFI PARTIES DISCLAIM TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS, DATA, AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE WANDERING WIFI PARTIES EXCEED FIVE HUNDRED DOLLARS ($500.00). YOUR USE OF ANY INFORMATION OR DATA OBTAINED BY YOU VIA THE SERVICES AND THE INTERNET IS AT YOUR OWN RISK, AND THE WANDERING WIFI PARTIES DISCLAIMS ANY RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ANY SUCH INFORMATION OR DATA.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE WANDERING WIFI PARTIES FROM ANY CLAIMS, LOSSES, OR EXPENSES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OR ATTEMPTED USE OF THE SERVICES OR THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, USE OF THE EQUIPMENT OR THE SERVICES IN ANY MANNER PROHIBITED UNDER THESE TERMS.

Wandering WiFi reserves the right to modify these Terms at any time, with or without notice, effective upon posting of the modified Terms. Therefore, you are urged to review these Terms from time to time as posted and whenever you access the Services.

The resale of the Services is not permitted, unless expressly permitted in a written agreement signed by Wandering WiFi. Without limiting the generality of the foregoing, you may not charge others to use your connection to the Services.

If you have an account with Wandering WiFi pursuant to which you make payments for the Services, you agree to pay all fees and other charges for the Services as revised from time to time by Wandering WiFi, including applicable franchise fees, taxes, late fees and collection fees. Fees will be charged to your credit card, applied to the invoice for your hotel room, or paid on some other basis, as applicable. If payment is not received by the due date, late fees and/or collection charges may be assessed and Wandering WiFi may prohibit you from using the Services. If Wandering WiFi is charging you fees for the Services, we have right to change its fees at any time.

The fee (if any) charged by Wandering WiFi for your use of the Services is paid solely for the privilege of accessing the Services. Other web sites or services you visit or use while using the Services may result in additional fees being charged to you (regardless of whether Wandering WiFi has charged you a fee). YOU AGREE AND UNDERSTAND THAT ALL SUCH CHARGES, INCLUDING ALL APPLICABLE TAXES, ARE YOUR SOLE RESPONSIBILITY, THAT THE WANDERING WIFI PARTIES HAVE NO LIABILITY WHATSOEVER FOR SUCH CHARGES, AND THAT YOU WILL INDEMNIFY AND HOLD HARMLESS THE WANDERING WIFI PARTIES, FROM ALL SUCH CHARGES.

You agree that any dispute between you and Wandering WiFi that arises as a result of your use of the Services shall at Wandering WiFi's sole option be brought exclusively in the State or Federal court in Fulton County, Georgia and shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. Notwithstanding this, you agree that Wandering WiFi shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

These Terms constitute the entire agreement between you and Wandering WiFi regarding your use of the Services. Wandering WiFi's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

These Terms are effective as of January 4th, 2018. Thank you for choosing Wandering WiFi. If you have any questions regarding these Terms, please e-mail us at support@awaresoft.com.