

Terms of Acceptable Use

This web site (the "Web site") is maintained by Hautspot, LLC ("we", "us" or "Hautspot") and provides information and access to Hautspot's services, including Wi-Fi access services ("Wi-Fi access", and collectively with the Web site and other Hautspot services referred to as, the "Service").

Your access and use of the service is subject to the following terms and conditions (the "terms of service") and all applicable laws. by using any part of the service, including accessing the web site or using the wi-fi access, you accept, without limitation or qualification, these terms of service.

Use of the Service: Your use of the Service is strictly subject to these Terms of Service. The Service may only be used for your noncommercial, personal use and for informational purposes only. Any use other than as specifically set forth in these Terms of Service requires our prior written consent.

Wi-Fi Access and HotSpot Provider: Hautspot provides wireless access to the Internet through Wi-Fi technology at public and private establishments. Your access to such service is dependent, in large part, upon your computer hardware, its specifications (such as memory, processor speed and Wi-Fi adapter), third party software, the operating range of the wi-fi access point and your physical proximity to such access point and the facilities of the provider at whose site you are using the Service (the "HotSpot Provider"). Hautspot provides access to broadband networks for Internet access, but is not a broadband provider. We are dependent upon the broadband provider chosen and maintained by the HotSpot Provider (the "Broadband Provider"), over whom we have no control. Hautspot merely validates your account and permits you to access the HotSpot Provider's broadband service provided by the Broadband Provider. Without limitation, Hautspot expressly disclaims any liability for, and makes no representations or guarantees on behalf of, the HotSpot Provider or Broadband Provider, or that the Service will operate normally with your computer hardware or software and without interruption or delay. In addition, Hautspot expressly disclaims any liability for the physical accommodations and surroundings of the HotSpot Provider, including but not limited to, any hazardous conditions or materials contained at such site or the acts or omissions of the HotSpot Provider or third parties.

User name and Password: If you access the Web site anonymously, you may do so as a visitor and will not be required to register as a user. However, in order to access certain portions of the Service, you will be required to register to become a user. You must provide truthful information when signing up to become a user, and may not use any aliases or other means to mask your true identity. Your user name and password should be safeguarded at all times. This user name and password may be used for Wi-Fi access provided at more than one hotspot. You are responsible for the security of your user name and password and will be solely liable for any use or unauthorized use under such user name and password.

Unauthorized Use: You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download, store or otherwise reproduce, store or distribute content available on the Service. You may not take any action to interfere with, or disrupt, the Service or any other user's use of the Web site or the Service, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Service,

circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms of Service. You may not frame portions of the Web site within another web site or establish links from any other web site to any page of the Web site other than the home page.

User Conduct: You may only use the Service for lawful purposes and in strict compliance with these Terms of Service and all applicable laws. Examples of impermissible conduct through use of the Service include, but are in no way limited to, the following:

You may not use the Service to post or transmit any message or content which:

- is abusive, vulgar, hateful, obscene, scandalous, inflammatory or otherwise objectionable;
- is being used to harass, stalk or otherwise threaten a person;
- is libelous, defamatory or invades any privacy or publicity rights of any third party;
- misrepresents or masks the true identity of the sender or recipient;
- infringes any copyright, trademark, service mark, patent, trade secret or confidentiality obligation;
- contains any illegal contests or lotteries, or any pyramid schemes; or
- contains any virus, trojan horse, time bomb or any other harmful or disabling software code.

Hautspot is under no obligation to monitor any third party postings to, or transmissions through, the Service and assumes no responsibility or liability arising from the content of any such materials or the actions of any other user. We are not a publisher of Internet content, do not filter content available on the Internet and disclaim all liability for content you may access that may be objectionable or violate applicable law.

No Spam: You may not use the Service to transmit any unsolicited commercial message to any recipient from whom you have not received prior demonstrable consent. In addition, you may not use or develop any automated process to transmit or download content through the Service. Further, you must comply with any and all laws which are applicable to the transmission of email messages or the posting of content on the Internet.

Termination of Access: In addition to any right or remedy that may be available to us or another party under applicable laws, we may suspend, limit or terminate your account, or all or a portion of your access to the Service, at any time with or without notice. We may terminate your access if we suspect that you have, or may, violate these Terms of Service or applicable law. In addition, we may refer any information on illegal activities, including your identity, to the HotSpot Provider, Broadband Provider, and proper authorities. We may further terminate your account if it remains inactive for an extended period of time, which means you will have to register again to use the Wi-Fi access.

Intellectual Property: Hautspot is the exclusive owner of, or is authorized to use, all parts of the Service, including all patents, copyrights, trademarks, trade secrets, and other intellectual property or proprietary rights contained therein. Except as expressly set for in these Terms of

Service, no license is granted to you and no rights are conveyed by virtue of accessing or using the Service. All rights not granted under these Terms of Service are reserved by Hautspot. Hautspot will aggressively enforce its intellectual property rights to the fullest extent of the law.

Disclaimer: Wireless access is an emerging technology and transmissions are inherently open, fluctuate, and are susceptible to unauthorized access. We make reasonable efforts to ensure that the Service operates as intended, however, the Service is dependent upon the Internet, the HotSpot Provider, the Broadband Provider, your computer hardware and software and other services and providers outside of the control of Hautspot. By using the Service, you acknowledge that we do not and cannot guaranty that the operation of the Service will be uninterrupted or error free or that the information it stores or transmits will be entirely free from viruses, hackers, intrusions, downtime, or other failures. We are not responsible for lost or incomplete messages, data, or information sent or received through the Service. Further, we make no warranties that the Service will operate properly on your personal computer or will not interfere with your other programs, providers, or operating system. You expressly assume the risk of such problems by using the Service.

The service, including all software, content, operations, and materials, is provided "as is". Except as specifically set forth herein, we make no representations or warranties of any kind whatsoever for the operation of the service. Further, we disclaim any express or implied warranties, including, without limitation, non-infringement, title, merchantability, fitness for a particular purpose, and any warranties arising out of the course of dealing, usage, or trade. In no event will we be liable under any theory of tort, contract, strict liability, or other legal or equitable theory for any direct damages, lost profits, lost data, lost opportunities, costs of cover, exemplary, punitive, personal injury/wrongful death, special, incidental, indirect, or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

If any part of these warranty disclaimers or limitations of liability is found to be invalid or unenforceable for any reason, then our aggregate liability for all claims under such circumstances for liabilities that otherwise would have been limited, shall not exceed the greater of fifty dollars (\$50.00) or the amount paid by you for your use of the Service.

Communications with Hautspot: Any communication or material you transmit to us by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, nonconfidential and nonproprietary. Except to the extent expressly covered by our [Privacy Policy](#), anything you transmit or post may be used by us for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, you expressly agree that we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to us without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing, and marketing products and services using such information.

Privacy: Hautspot takes the privacy of you and your information very seriously. For further information about what information we collect and how we use such information, please view our [Privacy Policy](#).

Changes: All information posted on the Web site is subject to change without notice. In addition, these Terms of Service may be changed at any time without prior notice. We will make such changes by posting them on the Web site. You should check the Web site for such changes frequently. Your continued access of the Service after such changes conclusively demonstrates your acceptance of those changes.

Indemnification: You agree to indemnify, defend and hold harmless Hautspot, its employees, directors, officers, agents, business partners, affiliates, contractors, and representatives from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to, any breach by you of any of these Terms of Service or applicable law.

Severability: If any part of these Terms of Service shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Service.

International Access: Our Service is provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the Service. We make no representations regarding the legality of this Service in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

Force Majeure: Hautspot shall not be in breach of this Agreement or responsible for any damages caused by delays or failures beyond its reasonable control, including but not limited to, acts of g-d, acts of war or terrorism, acts of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, acts of a HotSpot Provider, Broadband Provider, or any other circumstance substantially beyond the control of Hautspot.

Arbitration: Any and all disputes pursuant to these Terms of Service, or otherwise between the parties, shall be submitted to binding arbitration in the State of New York in Suffolk County in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$25,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with at least five (5) years of experience in the primary area of law as to which the dispute relates. The costs of the arbitration shall be shared equally by the parties, provided that, the arbitrator may award attorneys costs and expenses to the prevailing party. Notwithstanding the foregoing, this arbitration clause shall not in any way be deemed to limit Hautspot's right to commence an action in an appropriate court (and without submitting to arbitration) to protect its intellectual property rights or enjoin prohibited use of the Service.

Governing Law: The laws of the State of New York shall govern these Terms of Service. Subject to the arbitration provision above, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN SUFFOLK COUNTY, NEW YORK FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF SERVICE OR YOUR ACCESS OR USE OF THE SERVICE.

Digital Millennium Copyright Act ("DMCA") Notice: Materials may be made available on the Web site, or via the Service, by third parties not within the control of Hautspot. We are under no obligation to, and do not, scan messages sent through the Service for defects, viruses or the inclusion of illegal content. However, we respect the copyright properties of others. It is our policy not to permit materials known by us to be infringing to remain on the Web site or the Service. You should notify us promptly if you believe any materials on the Web site or the Service infringe a third party copyright. Upon our receipt of a proper notice of claimed infringement under the DMCA, and to the extent the activity in question is applicable to the Service under the DMCA, we will respond expeditiously to follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue, including, where applicable and technically possible, removing or disabling access to materials claimed to be infringing or by removing or disabling access to such materials. Our designated agent (i.e. proper party) to whom you should address any DMCA notice to is: DMCA Claims, Hautspot, LLC, 7 Loudoun Street, SE, Leesburg, VA 20175-3012, or via email to dmca@hautspot.com. It is the policy of Hautspot to terminate relationships regarding content with third parties who repeatedly infringe upon the copyrights of others.

Questions: Should you have any questions regarding these Terms of Service you may contact us at tos@hautspot.com. Notwithstanding the foregoing, Hautspot does not, and is under no obligation, to provide end-user technical support for the Wi-Fi access to you.

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