

TERMS OF USE

General

The Veniam suite of services is a form of Internet access service provided by Veniam which provides you with access to the Internet via wireless access points (each a "Hotspot") utilizing one or more of the 802.11a/b/g/n protocols commonly referred to as "Wi-Fi" (the "Service"). These "Terms of Service" between you and Veniam set out duties and responsibilities associated with use of the Service. You are solely responsible for all access to and use of the Service including any breach of these Terms of Service by you or any user of your device. For the purposes of these Terms of Service, "you" means you and every person you authorize to use the Service. By accessing the Service, you agree to these Terms of Service. If you do not wish to be bound by these Terms of Service, you may not access or use the Service. Veniam may modify these Terms of Service at any time without your consent or authorization, including modification or termination of the Service, or any components thereof. Veniam will notify you of any changes to these Terms of Service by posting notice of the modified Terms of Service on the "Login" or "Splash" page that is presented to you when you first access the Service from a "Hotspot". Please read these Terms carefully, and email us at privacy@veniam.com if you have any questions. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms (such as our Privacy Policy and Cookies Policy).

Indemnity

You agree to indemnify and hold Veniam, its affiliates, agents and suppliers harmless from all liabilities and expenses related to any violation of these Terms of Service by you or any user of your device, or in connection with your or their use of the Service. While using the Service, you may not post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or to Veniam's then-current policies or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet. Without limiting the foregoing, you agree not to use the Service for any commercial purpose not otherwise permitted by these Terms of Service.

Acceptable Use Policy

You are responsible for your use of the Services. You shall not use or allow others to use the Service if such use is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computers, or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service; Consumes excessive network capacity or bandwidth in Veniam's or our partner or our affiliate's reasonable opinion, or causes its network, or its ability to provide services to others, to be adversely affected; is for multimedia

streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application that is not made available to you by Veniam which uses excessive network capacity; is to provide a substitute or backup for private lines or dedicated data connections such as DSL; or is to operate any server system (including email, web, or other kind of server).

Our services are limited to providing connectivity to smartphones, tablets, personal computers, and any other sensors that may utilize WiFi or other protocols. Servers, server-proxies, and other equipment is not permitted to be connected to our services and will be in violation of Acceptable Use Policy if connected. You shall not threaten abuse or harass any Veniam employee or representative or any other users of the services covered by these Terms of Service.

You shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against Veniam including fraudulently obtaining Services, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Service or allow others to do any of the foregoing. You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service. You must follow all other service and security regulations issued or adopted by Veniam. Veniam reserves the right to limit or lockout your use should such use be in contravention of these Terms of Service. In addition, Veniam, and Conecta Cuatro each reserve the right to limit or restrict your usage or the speeds at which you receive the Service at their discretion.

Service Availability

The Service is only available where Hotspot facilities exist. Veniam assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area, in particular due to changes in the location and configuration of Hotspots. We make no representations for the performance, continuity, or coverage provided by our services through our hotspots or those operated by our partners and affiliates.

Performance Levels

Veniam does not guarantee the performance of the Service. You understand that any content that you may access through the Service may be subject to network management and monitoring in order to ensure that all users of the Services receive reasonable access to the Services.

Security and Privacy

Veniam will not be responsible for any corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, and prevent unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate termination of your access to the Service. Veniam does not ensure or guarantee privacy for users of the Service. Any such use shall be at your sole risk and Veniam, its affiliates and its agents shall be relieved from all liability in connection therewith. Hotspots

represent additional security risks as compared with wired Internet connection because access to your compatible device is possible without being physically connected to your device, therefore, it is strongly recommended that you (and it is your responsibility to) ensure that the configuration of your device is secure.

Service Bandwidth Resale or Redistribution Prohibited

Resale or redistribution of bandwidth or any other part of the Service or access to the Service for any purpose is strictly forbidden. Failure to comply with this condition will result in immediate cancellation of access to the Services.

IP Address / Host Name

Any IP address assigned to you by Veniam is the property of Veniam at all times. IP addresses may change each time you access at Hotspot, or any time at the discretion of Veniam without prior notice to you. Veniam assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

Collected Information

Geolocational Information

Certain features and functionalities of the Services are based on your location. In order to provide these features and functionalities after you sign in to the Services at a Venue, we may automatically collect geolocational information. Collection of such Geolocational Information occurs only when the Services are active on your Device.

Other Information

In addition to the Personal Information and the Geolocational Information, we may collect additional information (collectively, the "Other Information"). Such Other Information may include:

From You. Additional information about yourself that you voluntarily provide to us, such as hobbies, personal interests, household income range, number of children, gender, product and service preferences, and other information that does not identify you personally.

From Your Activity. Information that we automatically collect when you use the Services or the Website, including, without limitation: When you visit the Website, we may collect your IP address, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on particular pages, sections of the Website visited, etc.

When you use the Services, we may manage networks that collect your browsing activity occurring via the Services (collectively, the "Browsing Data"). In those circumstances we may have access to Browsing Data but we do not collect, share, or store Browsing data and we will use our good-faith, reasonable efforts to contractually prohibit the Venues from doing the same.

When you use the Services, we may collect the Venue in which you have authenticated, offers from us and our promotional partners that you have accepted or rejected, and similar information.

When you use the Services, we may collect information regarding the total data transferred or consumed, time logged in, and other usage information.

About Your Device. We may collect information about your Device, including universally unique ID (“UUID”), MAC address, operating system and version (e.g., iOS, Android or Windows), carrier and country location, hardware and processor information (storage, chip speed, camera resolution, NFC enabled, and network type (WiFi, 2G, 3G, 4G)).

From Cookies. Information that we collect using “cookie” technology. Cookies are small packets of data that a website stores on your computer’s or Mobile Device’s hard drive so that your computer will “remember” information about your visit. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to help us collect Other Information and to enhance your experience using the Website and/or the Services. If you do not want us to place a cookie on your hard drive, you may be able to turn that feature off on your computer or Mobile Device. Please consult your Internet browser’s documentation for information on how to do this and how to delete persistent cookies. However, if you decide not to accept cookies from us, the Website or the Services may not function properly.

From Other Sources. Information that we collect or receive from Facebook, Twitter, and/or other third-party sites in accordance with their terms of use and privacy policies. For example, when you login into to the Website or use the Services with your Facebook credentials, you will be authorizing us to access, and we will obtain, your basic profile information, your birthday, your “likes,” and user location. For more information about cookies and web hooks please refer to our Cookie Policy.

User Information

Your messages may be the subject to unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. Veniam has no obligation to monitor the Service. However, you agree that Veniam reserves the right to monitor the Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the Service or to protect itself or others. For more information about personal data and your rights please refer to our Privacy Policy.

No Liability for Content

Be aware that some content, products or services (“Content”) available with or through the Service may be offensive to you or may not comply with applicable laws where you access the Services. You understand that neither Veniam nor any of its affiliates attempt to censor or monitor any such Content. You assume total responsibility and risk for access to or use of such Content and for use of the Internet. Veniam and its affiliates

assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

Limited Warranty

The Service is provided by Veniam on an “as is” and “as available” without warranties or conditions of any kind. You are responsible for the use and compatibility of the Service with any equipment, software, services and/or other materials not provided by Veniam (“Third Party Equipment and Services”). Veniam disclaims all responsibility for determining compatibility between the Service and any Third Party Provided Equipment and Services. Neither Veniam, its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted use or operation of the Service or any deliverable provided under these Terms of Service. The entire risk as to the availability, quality and performance of the Service or any deliverable provided under these Terms of Service is with you. YOUR SERVICE PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

Limitation of Liability

In the event of any breach by Veniam, its affiliates, suppliers, or agents, including any breach of a fundamental term of these Terms of Service or any negligence, your exclusive remedy shall be to terminate your access to the Services. Other than the foregoing remedy, under no circumstances shall Veniam, its affiliates or its agents be liable to you or any third party for: (i) any direct, indirect, special, or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from these Terms of Service, including your use of the Service or access to the Internet, Content, or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of data, information or files, errors, defects, delays in preparations, or transmission, or failure of performance, or (ii) any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party through your account infringes the intellectual property rights or contractual rights of any third party.

User Suspension

These Terms of Service may be terminated by you by ceasing to utilize the Services. Veniam may suspend or restrict the Service, at any time without notice, or terminate these Terms of Service, including your right to access or use the Service, at any time if: (i) the operation or efficiency of the Service is impaired by your use of the Service; or (ii) you have breached any term or condition of these Terms of Service. Veniam shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of your right to use and/or access the Services and/or these Terms of Service shall not relieve you from any liability accruing hereunder prior to the time that such termination becomes effective.

Miscellaneous

These Terms of Service and all documents and policies referenced herein, constitute the entire agreement and understanding between Veniam and you pertaining to the subject matter hereof and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Failure by Veniam to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any provision or right. If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. Where any provision of these Terms of Service conflicts with an applicable tariff, the tariff shall supersede these Terms of Service only in respect of the conflicting provision. These Terms of Service shall be governed by and construed in accordance with the laws of New York and the federal laws of the United States of America applicable therein. Veniam may assign its rights and obligations under these Terms of Service to any affiliated entity without your prior written consent. You may not assign or transfer these Terms of Service. In no event shall Veniam be liable for any failure to comply with these Terms of Service if such failure results from any condition or event beyond the reasonable control of Veniam, including, but not limited to, fire, flood, earthquake, any elements of nature or acts of God, theft, riot, strike or other labor disturbance, power failure or war.