

NTIZ INC. - Terms and Conditions of WiFi Service (wifisite)

BY USING THE NTIZ WIFISITE SERVICE FOR THE 24 HOUR PERIOD OF SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("Terms"). PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE. This is an agreement between you and NTIZ INC., a Delaware corporation, and/or its affiliates (collectively, "NTIZ," "we" or "us") for use of wireless local area network communications ("WiFi") services and related services and features (collectively referred to as the "Service"). These Terms supersede all earlier versions. **YOU UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A BINDING ARBITRATION CLAUSE (SECTION 22), A CLASS ACTION WAIVER (SECTION 23), AND A JURY TRIAL WAIVER (SECTION 24) AND YOUR USE OF THIS SERVICE IS CONTINGENT ON YOUR ACCEPTANCE OF THESE CLAUSES.** You acknowledge that neither the retail or hospitality establishment nor any employee of NTIZ or any other agent is authorized to make any representation or warranty (other than as described in these Terms or NTIZ's current materials) with respect to these Terms, the Service or to waive or modify any terms or provisions of these Terms.

1. Acceptance of Terms by Signature or Use. BY YOUR SIGNATURE BELOW EVIDENCING YOUR ACCEPTANCE OF THESE TERMS OR BY YOUR USE OF THE SERVICE YOU ARE ACCEPTING THE TERMS, CONDITIONS AND PRACTICES DESCRIBED IN THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST NOT USE THE SERVICE AND EXIT IMMEDIATELY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF CHANGES TO THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS WILL APPLY RETROACTIVELY.

2. WiFi Compatible Device. You must have a WiFi compatible device, e.g. a computer with a wireless card, a WiFi enabled smartphone, etc., ("Device") in order to access and use the Service. You are responsible for obtaining a Device. You are not required to obtain this Device from NTIZ. You are responsible for ensuring that your Device is compatible with the Service. Availability and performance of the Service is subject to all memory, storage and other limitations in the Device.

3. Service Availability. The Service is only available at designated NTIZ WiFi zone locations. The Service is available to your Device only when it is within the operating range of our system. NTIZ WiFi zone locations are subject to change at any time without notice. Actual Service coverage, speeds, locations and quality may vary. The Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. We are not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Service or communications services or networks (e.g., T-1 lines or the internet). We may impose usage or Service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect users, our network or our business. Network speed is an estimate and is no indication of the speed at which your Device or the Service sends or receives data. Actual network speed will vary based on Device configuration, compression, distance, network congestion, interference and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. We may, but do not have to, change or improve the Service.

7. Content Disclaimer: Cautions and Restrictions. We do not control, nor are we responsible or liable for, data, content, services, or products (including software) that you access, download, receive or buy via the Service. The internet may provide access to content you consider harmful to minors, or otherwise offensive or inappropriate. We are not responsible for blocking your access to such content. We may, but do not have to, block information, transmissions or access to certain information, services, products or domains to protect us, our network, the public or our users. Therefore, messages and other content may be deleted before delivery. The internet contains unedited materials, some of which may be offensive to you. We are not a publisher of third party content accessed through the Service and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Service. If you choose to use the Service to access web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not ours. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download into your Device or otherwise enable any software, including any

"client" designed to facilitate your access of the Service, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service.

8. Term; Termination of Service. These Terms are in effect on the date the Service is first used or is otherwise deemed to have been accepted as provided in Section 1 above and will continue until terminated by you or us in the manner provided in these Terms. If you breach these Terms, we may suspend or terminate your Service immediately without prior notice (except to the extent prohibited by law). Our remedies hereunder are not exclusive but are in addition to all other remedies provided by law.

10. Disclaimer of Warranties. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("NTIZ AFFILIATES") WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. Limitation of Liability. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE INTERNET, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

THE MAXIMUM AGGREGATE LIABILITY OF NTIZ AFFILIATES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE TERMS FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICE OR DEVICE, SHALL BE TO RECOVER THE GREATER OF ANY AMOUNTS PAID TO NTIZ FOR THE SERVICE OR TWENTY FIVE DOLLARS (\$25.00). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THESE TERMS WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL ALSO APPLY TO ANY VENUE PARTNER WHERE THE SERVICE IS USED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

12. Force Majeure. Neither NTIZ nor you shall be responsible for damages or for delays or failures in performance caused in whole or in part from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; equipment or facility failure, network problems, interference, lack of coverage or network capacity, or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

13. Indemnification. You agree to defend, indemnify and hold us, any underlying carrier or network provider, any venue providing the Service, NTIZ and NTIZ Affiliates harmless from and against any and all claims, demands,

actions, liabilities, costs or damages arising out of your use of the Service or a Device or your violation of the Terms. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this section.

14. **Release.** In the event that you have a dispute with any person or entity through your use of the Service or you have a dispute with the venue where you are accessing this Service, you hereby release NTIZ and NTIZ Affiliates from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

15. **Privacy and Security.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and we are not liable to you or any other party for any lack of privacy you experience while using the Service. If you use the Service in a public location, you understand that others may be able to see and observe your use of the Service. **We have the right, but not the obligation to monitor, intercept and disclose any transmissions over or using our facilities, and to provide account or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or other information, in good faith reliance on legal process, if required by law or to protect our rights, business, network, customers or property).** You acknowledge that the Service is inherently not secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, we cannot guarantee the effectiveness of these efforts and will not be liable to you or any other party for any lack of security that may result from your use of the Service. You acknowledge that you are responsible for taking such precautions and providing such security measures best suited for your situation and intended use of the Service. We strongly encourage and support certain customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but do not provide these to our users and are not responsible for their effectiveness.

16. **Assignment.** We may assign in whole or in part our rights or duties under the Terms without prior notice to you and upon such assignment we shall be released from all liability hereunder. You may assign the Terms only with our prior written consent. Subject to this restriction, these Terms shall inure to the benefit of and be binding upon the heirs successors, subcontractors, and assigns of the respective parties.

17. **Severability.** All terms and provisions of these Terms are independent of each other. If any term or provision of these Terms is held to be inapplicable or unenforceable, then: (a) such term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect, (b) these Terms will not fail its essential purpose and (c) the balance of the terms and provisions shall remain unaffected and in full force and effect, unless our obligations hereunder are materially impaired, in which event we reserve the right to terminate these Terms.

18. **Entire Agreement/Miscellaneous.** These Terms represent the final and entire agreement between you and us regarding the Service. Electronic images of these Terms will be considered originals. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You acknowledge that you have not relied on any other representations not specifically included in these Terms. If we don't enforce our rights under any of the provisions of these Terms, we may still require strict compliance in the future. You represent that you are of legal age and have the legal capacity to enter into these Terms. If you are contracting on behalf of a company, you represent that you are authorized to enter into these Terms and agree to be personally liable for all accounts if you are not so authorized.

19. **Survival.** The following provisions, and any other provisions which may reasonably be construed as surviving, and the rights and obligations of the parties thereunder, shall survive any termination of these Terms for any reason: Sections 1, 6, and 8-23.

20. **Choice of Law/Venue.** Any claim relating to, and the use of, this Service and the materials contained herein is governed by the laws of the State of Illinois. Subject to the provisions of Section 21 below, you consent to the exclusive jurisdiction of the State and federal courts located in the State in which you use the Service.

21. **Binding Arbitration.** PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES RESOLUTION OF DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION IS INTENDED TO BE INTERPRETED BROADLY TO ENCOMPASS ALL DISPUTES OR CLAIMS ARISING OUT OF OUR RELATIONSHIP. YOU AND NTIZ AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY), RELATING TO OR ARISING OUT OF YOUR RELATIONSHIP WITH NTIZ, IRRESPECTIVE OF WHETHER

ARISING PRIOR TO OR AFTER THIS OR ANY OTHER AGREEMENT, INCLUDING CLAIMS, DISPUTES, OR CONTROVERSIES ARISING UNDER FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION, OR AS RELATES TO THESE TERMS INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY NTIZ OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS, REPRESENTATIONS OR PROMOTIONS RELATING TO THESE TERMS OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, EXCEPT THAT NTIZ MAY CHOOSE TO PURSUE CLAIMS IN COURT IF THE CLAIMS RELATE SOLELY TO THE COLLECTION OF ANY DEBTS YOU OWE US. All arbitration shall be initiated and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"). The AAA shall appoint the arbitrator. The party initiating arbitration shall give notice to the other party by mailing a copy of the request for arbitration to the other party at the addresses on the service order. To the extent allowed by applicable law, arbitration must be initiated by you within one (1) year of the date of the occurrence of the event or facts giving rise to the dispute (except for billing disputes which must be initiated within thirty (30) days). You waive any claim not filed in accordance with the previous sentence. All parties to the arbitration must be individually named and there shall be no right or authority for any claims to be arbitrated or otherwise tried on a class action or consolidated basis or through a representative. The arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. An arbitrator may not award relief in excess of or contrary to what these Terms provide or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or applicable declaratory relief. Arbitration of claims will be conducted in such forum and pursuant to such laws and rules related to commercial arbitration in the State where you used the service that are in effect on the date of the notice to arbitrate.

22. CLASS ACTION WAIVER. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.

23. JURY TRIAL WAIVER. WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND WE EACH WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN YOU AND US.

You acknowledge and agree that you will be responsible for all activities during any session using the Service. You may use the Service solely for your own lawful personal purposes. You may not in any way distribute, resell or otherwise provide third parties with access to or use of the Service. By your signature below, you acknowledge that you have had the opportunity to read these Terms and hereby accept these Terms to use the Services:

Signature: _____ Address: _____

Printed Name: _____