

Terms of Use of FON

Welcome to FON and thank you for joining the FON Community. **BY ACCESSING OUR COMMUNITY, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS FOR USE OF FON SERVICES (“T&Cs”). PLEASE READ THESE T&C’s CAREFULLY.** They affect your legal rights. **IF YOU DO NOT AGREE TO THESE T&C’s, YOU CANNOT ACCESS OUR COMMUNITY.**

FON WIRELESS, Ltd (hereinafter, “FON”), is a company registered in the UK with company number 5661131 located at 8, Clifford Street, London W1S, 2LQ. FON is a Community linking user-provided wireless hotspots. By joining, you gain access to hotspots across this global Community with a single registration and sign-on or purchase, giving members the ability to share bandwidth, receive revenues generated through the hotspots and to communicate with members of the Community.

FON reserves the right to modify, at any moment, in accordance with clause 15.4, the whole or partial contents of these T&Cs.

1. Definitions

1.1. FON Community or Community. Group of members registered with FON and with a functioning access point that becomes a FON Hotspot.

1.2. FONero: A Linus or Bill member of the FON Community.

1.3. Linus (es): A registered user of FON that shares bandwidth with the FON Community in exchange for free connection to any FON Hotspot.

1.4. Bill(s): A registered user of FON who offers a Hotspot in exchange for compensation.

1.5. Alien(s): A registered user who does not offer a FON Hotspot and who connects to the FON Community using the Hotspots of Linuses or Bills after purchasing a FON Pass.

1.6. User: Physical or legal person that is registered with the FON Community.

1.7. Services: The services provided by FON consist of facilitating access to the Community; providing information about the location of the FON Hotspots, authenticating and registering the FONeros; charging the Aliens for the access to the FON Hotspot; and sharing revenues with the Bills.

1.8. FON Software or Software: Software distributed by FON for its installation onto the router of the FONero. See User License of FON Software in our Website.

1.9. FON Hardware or Hardware: Hardware distributed by FON or by a third party which will be used to connect to the FON Community.

1.10. FON Website (or Site): Each and every one of the elements and contents of the website from which one can access the products and services provided by FON.

1.11. FON Access Portal (or Portal): Portal used by FON in FON Hotspots through which FONeros can register and log onto the Community and Aliens can purchase the Services.

1.12. FON Hotspot: A WiFi access point available through the FON Community.

1.13. FON Social Router: Router distributed and enabled with the FON Software.

1.14. ISP: Internet service provider.

1.15. WiFi: Wireless communications technology.

1.16. FON Pass(es) or Pass(es): Ticket that is purchased by an Alien in order to be able to access FON Hotspots.

1.17. You and you: refer to you the user of FON.

2. Subject Matter of the T&Cs

The T&Cs regulate the provision of services from FON to the FONeros and Aliens.

Unless expressly stated otherwise, the present T&Cs, together with the registration form, FON's Privacy Policy and, where applicable, the FON Software User License constitute the contractual relationship between FON and the FONero and between FON and the Alien.

Please click the box to confirm you have read, understood and accept the present T&Cs and the FON Software User License where applicable.

3. Description of FON Services

3.1. The Services provided by FON consist in facilitating access to the Hotspots by providing information about the location of the different FON Hotspots; providing the authentication, registration and access to a FON hotspot; charging Aliens for the access to the FON Hotspot; and sharing revenues with the Bills.

3.2. The FONeros and the Aliens can connect to the FON Community through any FON Hotspot when these are available.

3.3. To connect to the FON Community, you will have to select a FON Hotspot, and through the FON Web or FON Access Portal, introduce your username and password.

FON will validate the data introduced by you and, subject to these T&Cs, will permit you to connect to the FON Hotspot.

3.4. FON will notify you of any updates to the FON Software whenever there is a new available version.

4. Prior Requirements

The user that opts for the Linus or Bill category, should, prior to accepting these T&Cs and before registering with the FON Community:

(i) have a FON Social Router or a router that is compatible with the FON Software and (ii) have a contract with an ISP that permits the FONero to share bandwidth.

5. Installation and Activation of the FON Software and FON Hotspot

5.1. You must register with the FON Community using the web form on our Site and Portal, providing full and correct information and indicating the category under which you register: Linus, Bill or Alien. You will have the opportunity to choose a unique username, and you must remember this username or else store it in a safe place. You must keep your password secret and not divulge it to others.

You shall communicate to FON any modifications of the information contained in your registration form as well as any subsequent modification of such information.

FON promises to keep the personal information confidential, even after this Agreement is terminated. However, FON may publish information about the location of any Hotspot the FONero registers within the FON Community while this Agreement is in force. This is essential for other users to access the Service. FON's detailed Privacy and Data Protection Policy is published in our Website. Please review it carefully as it may affect your rights.

5.2. Once you have registered with the FON Community as a Linus or Bill and accepted the T&Cs and the Users License of FON Software, you may download, install and use FON Software. You agree to install FON Software following the instructions provided in our manual published in our Website. You accept and agree that FON is not responsible for any failure or damage arising from the incorrect installation of FON Software.

5.3. If you do not have a router compatible with the FON Software you may purchase a FON Social Router through the FON Website.

5.4. If you become aware of any aspect of FON Hardware, FON Software, or the FON Service which has or is likely to cause damage, or allow damage to be caused, you will inform us promptly via the FON Bug Tracking Form at info@fon.com.

5.5. The FON Hotspot will be active and fully operational once the FON Software or the FON Social Router has been correctly installed and the user has been registered.

5.6. The Alien will be able to connect to the FON Hotspots after registration to the FON Community and payment of the FON Pass as established in Clause 7.

6. Rights and Obligations of the FON Users

6.1. If you register as a Linus, you understand that as a result of connecting a router to the FON Community and registering with FON, you will create a FON Hotspot. Other users will be entitled to access the Internet through this FON Hotspot. In return for your providing and maintaining this facility in accordance with these T&Cs, you will be entitled to access all FON Hotspots.

6.2. If you register as a Bill, you understand that as a result of connecting a router to the FON Community and registering with FON, you will create a FON Hotspot. Other users will be entitled to access the Internet through this FON Hotspot. In return for your providing and maintaining this facility in accordance with these T&Cs, you will be entitled to receive a revenue share of any connection purchased through your Hotspot by any Alien as established in Clause 8.

6.3. If you register as an Alien, you understand that as a result of the purchase of a FON Pass as established in Clause 7 of these T&Cs, you will be entitled to access the FON Hotspots.

6.4. As a User, you will not be able to connect simultaneously to several FON Hotspots.

6.5. As a FONero, you will have the right to grant free access to your own FON Hotspot to several users of your choice, the exact number of which shall be defined by FON from time to time.

6.6. As a Linus or Bill, you agree to keep the FON Hotspot active during 24 hours 7 days a week in order for the other Linuses and Aliens to be able to connect thereto.

6.7. In order to guarantee the correct functioning of the FON Hotspots, the Linuses and Bills shall exclusively use the official versions of the FON Software.

6.8. If you are a Linus or Bill, you shall check if you are permitted to share bandwidth in accordance with your ISP user agreement as you are solely responsible for compliance with the ISP's contractual obligations.

6.9. You agree to use the Hardware, Software, Service and FON Access Portal, FON's Privacy Policy, the Conditions for Use of the FON Website and FON Access Portal and Users License of FON Software in accordance with these T&Cs and accept to use them only for lawful purposes. If you use the Hardware, Software, Service and FON Access Portal for any unlawful purposes, or provide any unlawful or illegal content, or breach these T&C's, FON's Privacy Policy, the Conditions for Use of the FON Website and FON Access Portal and the Users License of FON Software, FON may disconnect your Hotspot from the FON Community and terminate this Agreement.

6.10. FON reserves the right at all times to disclose any user information as FON deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

FON will remove any customized content provided by the FONero through the FON Portal and disconnect the FONero if it contravenes any applicable law and if so required by the relevant Authorities.

6.11. If you use the FON Hotspot of a FONero to access the Internet, you agree not to use the Service to upload or download large files in a manner that might cause impairment of the Service for the Hotspot owner or for the Hotspot user.

6.12. If you use a FON Hotspot, you will not invade the privacy of the FON Hotspot owner in any way.

7. Economic Conditions applicable to Aliens

7.1. The applicable rates are contained in the FON Website and the FON Access Portal. The Alien may obtain information on the applicable rates at any time through the FON Website and the FON Access Portal. These rates will include the relevant indirect taxes and any other charges where applicable.

7.2. The means of payment for accessing FON Services that an Alien may choose from shall be listed on the FON Website.

The Alien will need to register with the FON Community and provide the relevant data in order to make purchases through the available means of payment.

7.3. The Alien will pay FON the corresponding amount for each FON Pass and will be responsible for the payment of any other amount owed to FON.

7.4. FON reserves the right to change, at anytime, the prices, promotions and/or discounts for the products and services FON provides.

8. Economic Conditions applicable to the Bills

8.1. FON shall pay the Bill a percentage of the net revenue of any FON Pass purchased through the Bill's Hotspot, excluding indirect taxes and any other charges where applicable.

8.2. The Bill may obtain access to updated information on the applicable percentages of revenue sharing and any other rates through the FON Website. These rates shall include the relevant indirect taxes and any other fees where applicable.

8.3. Payments to the Bill shall be settled once the amount due to the Bill has accumulated and reached the predefined amount for settling said payments as published on the FON Website.

8.4. If you are registered as a Bill and connect to the FON Community through a Hotspot different to your own, you shall be subject to all of the aforementioned conditions applicable to Aliens.

9. FON Obligations

9.1. FON will provide and control access to FON Hotspots, authenticating and validating all FONeros and Aliens who connect through the FON Hotspots.

9.2. FON will register the number of users that access each FON Hotspot and the type of user that has accessed each FON Hotspot.

9.3. FON agrees to pay the corresponding quantities to the Bills in accordance with Clause 8.

10. Quality

FON shall guarantee that the authentication services it provides shall be available 80% during any 24 hour period. If the process of authentication is interrupted, FON shall refund the Alien for the non usage of the daily FON Pass.

FON cannot guarantee the access speed and the data transmission speed.

11. Customer Care

FON shall have a Customer Care Service available with the aim of responding to the queries related to the provision of FON Services. If you are a FON user

you can contact the Customer Care Service writing to following E-Mail address: info@fon.com

Any claim related to FON Services should be addressed to the Customer Care Service, in written form, within a month of the date that the FON user has become aware of the issue relating to the claim. The acceptance or rejection of the claim will be communicated to you in a month after its reception by FON.

12. Data Protection

12.1. FON will maintain the confidentiality of all personal data relating to its users, even after the termination of the Agreement. Nevertheless, while the Agreement is in place, FON will publish the information relating to the location/address of all FON Hotspots. This is indispensable for other FON users to access the FON Community.

12.2. In order to provide our services, we will need to share your personal data with third parties. You agree and accept that, in order to be able to provide FON Services, the data you provide to FON can be shared between companies of FON's Group and with contractors that are specifically hired by FON to provide services to us and to our users within the scope of the Privacy and Data Protection Policy as published in the FON Website.

13. Intellectual and Industrial Property Rights

13.1. To preserve the uniform quality of FON Services, you must use only the official versions of the FON Software to provide access to our Service. You may not use the FON trademark on Hotspots running Software versions which have been modified by persons other than FON.

13.2. You accept that FON and the FON symbol, logos and graphics are trademarks of FON and that FON rights to this property are protected by law. You will immediately stop using the symbol, logos and graphics when the Agreement is terminated.

13.3. You accept that the Hardware, Software, and Service is protected by intellectual and industrial property laws and that FON rights to this property are protected by law. You will observe the industrial and intellectual property rights, even after the termination of the Agreement.

14. Interstate and International Nature of Communications through the FON Community

You agree to respect those rights, even if this Agreement is terminated. Recognizing the global nature of the Internet, you agree to comply with all local

rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from your home nation, the country in which you reside, or any nation in which you are located when using the services.

15. Terminating or Changing this Agreement

15.1. Either we or you may decide to end this Agreement at any time. If you wish to end this Agreement, you may do so by sending an email to unsubscribe@fon.com or completing a form on the Website fifteen (15) days in advance to effective termination of the Service.

15.2. We may terminate this Agreement at any time, for any reason, including but not limited to violation of any of the terms and conditions herein. If we wish to end this Agreement, we will inform you by email at the email address you have registered with FON.

15.3. This Agreement will end immediately upon either party's termination. However, we will continue to keep all your personal information confidential and you will continue to accept and respect FON's intellectual property rights.

15.4. We may decide to change this Agreement at any time. We expect that changes will be necessary as new features are added, and as characteristics and specifications are added to the Hardware, Software and Service. We shall communicate any change to these T&Cs one month before any such changes enter into force. If you are unhappy with these changes, or if you feel these changes will affect you in a negative way, you are free to end this Agreement.

16. Transfer

FON shall be able to transfer or assign its position under this Agreement to any another entity of its group. The transferee shall therefore subrogate in all rights and obligations of FON under this Agreement. You accept any of the said transfers and assignments.

17. Limitation of Liability

17.1. FON shall only be liable under this Agreement for losses, which are a reasonably foreseeable consequence of the relevant breach of contract.

17.2. FON shall not be liable for damages incurred by reason of other services or goods received through or advertised on the FON Services or received through any links provided in the FON Services, as well as by reason of any information or advice received through or advertised on the FON Services or received through any links provided in the FON Services.

FON does not exclude or limit its liability in respect of (a) its wilful default or fraud; or (b) death or personal injury.

18. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

19. Entire Agreement

This Agreement represents the final and entire agreement between you and us regarding the Service and products. Electronic images of the Agreement will be considered originals. You acknowledge that you have not relied on any other representations not specifically included in this Agreement. If we don't enforce our rights under any of the provisions of the Agreement, 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 this Agreement. If you are contracting on behalf of a company, you represent that you are authorized to enter into this Agreement and agree to be personally liable for all accounts if you are not so authorized.

We suggest that you print out and keep a copy of these T&Cs for your records. These T&Cs shall apply to all of the Services. In addition to these T&Cs, there may be additional terms and conditions which apply to individual services which you will be required to accept when registering for that service.

These T&Cs and, where applicable, the relevant additional terms that you accept as part of the registration process for Service form the entire understanding between you and us concerning your use of the Service and supersede all previous agreements relating to the Service.

20. Jurisdiction and Law

This Agreement is governed by and is to be construed in accordance with the laws of England and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.