

Terms of Use of FONtrepreneurs Test Programme

Welcome to FONtrepreneurs Test Programme. **BY RETURNING A SIGNED COPY OF THE FONtrepreneurs TEST PROGRAMME (“the Programme”) TERMS AND CONDITIONS (“T&Cs”) TO US, YOU AGREE TO BE BOUND BY THESE T&Cs FOR USE OF THE PROGRAMME. PLEASE READ THEM CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE T&C’s, YOU CANNOT ACCESS THIS PROGRAMME.**

FON WIRELESS, Ltd (hereinafter, “FON”), is a company registered in the UK with company number 5661131 and VAT number GB 888417960 located at 8, Clifford Street, London W1S, 2LQ. FON is a Community linking user-provided wireless hotspots. By joining FON, FON members gain access to WiFi access points 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 access points 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. Antenna: Any Antenna enabled with the FON Hardware or Hardware.

1.15. FON Kit: FON equipment and other marketing materials that are provided to the FONtrepreneur Participant at a fixed or discounted price.

1.16. FONtrepreneur Participant: A registered Bill who participates in the FONtrepreneur Test Programme.

1.17. FONtrepreneur Test Programme: Test programme developed by FON for FONeros interested in seeking out high quality FON locations on FON's behalf in accordance with these T&Cs.

1.18. Incentives Scheme: Amount paid to the FONtrepreneur Participant for the promotion of FON to new users.

1.19. Payback Incentive: Amount paid to the FONtrepreneur Participant for the promotion of the FON Kit.

1.20. ISP: Internet service provider.

1.21. WiFi: Wireless communications technology.

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

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

2. Subject Matter of the T&Cs

These T&Cs regulate the provision of services from FON to those Bill FONeros who participate in the FONtrepreneur Test Programme.

Please tick the box at the end of these T&Cs to confirm you have read, understood and accept the present T&Cs.

3. Description of FONtrepreneur Test Programme Services

The Services provided by FON consist in providing Bill FONeros who participate in the FONtrepreneur Test Programme with a FON Kit and a set of incentives that rewards the promotion of FON to high quality locations with the main goal of testing the overall effectiveness of these incentives scheme.

4. Prior Requirements

The user that opts for the FONtrepreneurs Test Programme and accepts these T&Cs should be registered as a FONero under the Bill category and also prior to participating in this Program should:

(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 and (iii) have accepted FON's Terms and Conditions of Use of FON Service ("T&Cs"), FON's Privacy Policy and, where applicable, the FON Software User License which constitute the contractual relationship between FON and the Bill FONero.

5. Rights and Obligations of the FONtrepreneur Participants

5.1. If you register as a FONtrepreneur Participant, you understand that as a result of participating in this Test Programme you will be entitled to invest in a FON Kit that will contain specific

equipment and marketing tools to promote your activity as a FONtrepreneur Participant

The FON Kit will have a specific market price and will be sold to the FONtrepreneur participants at a discounted price.

FONtrepreneur Participants will be allowed to purchase subsequent FON Social Routers and /or Antennas, but those will not be subject to the Pay Back Incentive as described in the information about the programme provided to you by E-mail.

5.2. In return for you participating in the FONtrepreneur Test Programme and acquiring a FON Kit, you will be entitled to receive a Payback Incentive and a revenue share of any connection purchased through the FON Hotspot of any new FONero you have promoted FON to.

5.3. 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.

6. Economic Conditions applicable to the FONtrepreneur Test Programme Participants

6.1. The applicable economic conditions of the FONtrepreneur Test Programme will be communicated directly to the FONtrepreneur Participant via E-mail. The FONtrepreneur Participant may obtain updated information on the applicable rates of the FON Kit or of the Incentives Scheme and PayBack Incentive at any time by sending an E-mail to fontrep@fon.com . These rates shall specify the relevant indirect taxes and any other charges where applicable.

6.2. FON reserves the right to change, at anytime, the prices, promotions and/or discounts for the products and services FON provides. FON will communicate any change thirty (30) days in advance of them entering into force.

6.3. FON shall pay the FONtrepreneur Participant, as specified in the Incentives Scheme, a percentage of the net revenue of any FON Pass purchased by an Alien through the Bill's Hotspot which has been promoted by the FONtrepreneur Participant, excluding indirect taxes and any other charges where applicable.

6.4. Payments to the FONtrepreneur Participant shall be settled once the amount due to her has accumulated and reached the predefined amount for settling said payments as communicated directly to the FONtrepreneur participant via E-mail.

7. FON Obligations

7.1. FON will provide the FON Kit, under the conditions set forth herein, to the FONtrepreneur Participant and control access to FON Hotspots, authenticating and validating all FONeros and Aliens who connect through the FON Hotspots.

7.2. FON will register the number of users that access each FON Hotspot and the type of user that has accessed each FON Hotspot and communicate the necessary information to the FONtrepreneur.

7.3. FON agrees to pay the corresponding quantities to the FONtrepreneurs in accordance with Clause 6.

8. 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: fontrep@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.

9. Data Protection

9.1. 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.

9.2. It could happen that in order to comply with these Terms and Conditions, 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 that you have already agreed to and that is published in the FON Website.

9.3. You FONtrepreneur Participant will already own or collect personal data of future FON users. You agree not to hold FON responsible for any claim that could result from the misuse of that personal data by you.

You specifically agree:

- i. To use those personal data you may already own or have collected in order to participate in this Programme for the exclusive purpose of promoting FON to high quality locations as stipulated in this Agreement and follow FON's instructions to comply with the applicable law when necessary and,
- ii. Neither to use them for any other purposes not expressly stipulated in this Agreement nor to communicate, transmit or transfer them to third parties.

10. Intellectual and Industrial Property Rights

10.1. 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.

10.2. 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.

10.3. 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.

11. 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.

12. Terminating or Changing this Agreement

12.1. This Agreement will be valid for a period of three months since the date of signature.

12.2. 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.

12.3. 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.

12.4. 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 and Data Protection obligations.

12.5. 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.

13. 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.

14. Limitation of Liability

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

14.2. 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.

15. 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.

16. 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 do not 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.

17. 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.

Name

Signature

Date