

may also monitor the traffic for network management and security purposes, such as identifying malware, bandwidth consumption, location of the access points, session start and end time, types of protocols and applications used, and illegal content such as child pornography. We may provide this information to law enforcement personnel pursuant to lawful subpoena or court order, or to protect our rights, users or property. You acknowledge and agree that HDS has the right to electronically monitor your use of the WIFI Service to operate the WIFI Service properly, to protect itself or its subscribers, to enhance or develop HDS services offered to you, to disclose any information as necessary to satisfy any law, regulation or other governmental request, or to protect our rights, network, users or property.

We may also collect additional personal information if you sign up for free or discounted access to the WIFI Service. We may use that information to market to you and in accordance with the HDS Privacy Policy. More information about the collection of data is available in the HDS Privacy Policy located at http://www.hdvideo.solutions/src/hds_online_privacy_policy.pdf.

RISKS OF WIFI SERVICE

WIFI Service is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. You assume all risk and release HDS in the event of any damage you may suffer during use of WIFI Service, including the introduction of any viruses that may occur or breaches from unauthorized third parties. Please ensure your anti-malware software is up to date and that your data is backed up or otherwise protected. If you are in a public area, please be mindful of others that may be able to view the content on your device.

The WIFI Service is not intended for use in making 911 calls. It is not recommended that you use over-the-top voice services, such as Skype or Vonage, to make 911 or other emergency calls using the WIFI Service. If you make a 911 call and you are out of your mobile carrier's coverage area, the 911 call may not go through.

REFUNDS AND/OR EXCHANGES

There are refunds granted on a case-by-case basis. Not all refunds are guaranteed. There are no services that can be exchanged.

INTELLECTUAL PROPERTY

- a) HDS and its authorized vendors own all intellectual property rights in the WIFI Service, including related written materials, logos, names and other support materials furnished with the WIFI Service.
- b) No title to the intellectual property in the WIFI Service, the documentation, magnetic media or any other material provided therewith is transferred to you by this Agreement.
- c) All rights are reserved. All other names, trademarks and logos that appear in the WIFI Service are the property of HDS, the third-party vendors, or the applicable members. You may not use any of these names, trademarks or logos without HDS's prior written permission or the permission of the owner.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

- a) THE WIFI SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OR CONDITION OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b) HDS DOES NOT WARRANT THAT THE WIFI SERVICE WILL MEET ANY PARTICULAR NEED OF THE USERS OR THAT THE OPERATION WILL BE ERROR FREE.
- c) HDS MAKES NO WARRANTY THAT THE WIFI SERVICE WILL ACHIEVE ANY PARTICULAR DOWNLOAD AND UPLOAD SPEEDS. REFUNDS WILL NOT BE GIVEN FOR ANY FAILURE OF THE WIFI SERVICE.
- d) IN NO EVENT SHALL HDS (AND IF APPLICABLE, THE OWNER OF PRIVATE PROPERTY HOSTING THE ACCESS GATEWAY THROUGH WHICH YOU ARE ACCESSING WIFI SERVICE) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF WIFI SERVICE. YOU HEREBY WAIVE ANY CLAIMS AND RELEASE HDS (AND ANY OWNER OF THE PRIVATE PROPERTY HOSTING THE ACCESS GATEWAY) FROM ANY CLAIMS ARISING OUT OF YOUR USE OF THE WIFI SERVICE OR HDS'S PROVISION OF THE SERVICE TO YOU, INCLUDING COLLECTION OF ANY DATA.
- e) Although HDS has taken commercially reasonable steps to provide a secure system within limitations existing in network and computer infrastructure, HDS does not warrant or guarantee that communication over the WIFI Service shall be secure from monitoring or tampering, nor that information stored on any computer connected to the WIFI Service shall be secure from monitoring or tampering. Because of this, any sensitive or confidential information (such as credit card numbers or other financial

information, medical information or trade secrets) sent by Customer is sent at Customer's sole risk and HDS shall have no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such actions by Customers.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless HDS and its affiliates, officers, directors, subcontractors, employees, agents and the WIFI member companies (and if applicable, the owner of private property hosting the access gateway through which you are accessing the WIFI Service) from any claims, losses, or expenses of any kind (including, but not limited to attorneys' fees) arising from your use or attempted use of the WIFI Service, including, but not limited to, use of the WIFI Service in any manner prohibited under this Agreement. Your obligation to indemnify HDS survives your use of the WIFI Service and termination of your access to the WIFI Service.

CHANGE OF TERMS OF SERVICE

These Terms of Service may be changed from time to time and changes will be posted. Your ongoing use of WIFI Service after changes are posted means you agree to the changed Terms of Service.

MISCELLANEOUS PROVISIONS

The rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Tennessee in which HDS provides the WIFI Service. If any part of the Terms of Service are held by a court of law to be unenforceable, the remainder of these Terms of Service shall remain in full force and effect and the unenforceable provisions shall be interpreted as closely as reasonably possible to reflect the original intentions of the parties. This is the complete and entire agreement between you and HDS with respect to your use of the WIFI Service.

ARBITRATION

By using the WIFI Service, you agree to arbitration of any disputes arising out of or relating to these Terms of Service or the WIFI Service. If you are a HDS WIFI Hotspot Internet customer, you are already subject to the arbitration requirement unless you timely opted out according to the opt-out procedures in the arbitration section of the Subscriber Agreement.

HDS WIFI HOTSPOT INTERNET CUSTOMERS

If you are a HDS WIFI Hotspot Internet subscriber, your use of HDS WIFI Hotspot Internet is governed by the HDS Subscriber Agreement and HDS Acceptable Use Policy, which are incorporated by reference herein as if fully set forth. You may review these agreements on http://www.hdvideo.solutions/src/hds_subscriber_agreement.pdf.