

Terms Of Use Of WOWfi GmbH

Welcome to WOW.fi! By accessing the WOW.fi network you agree to be bound by these Terms of use of the WOW.fi services (TOU) and Privacy Policy. Please read these TOU carefully, they affect your legal rights. If you do not agree to these TOU, you may not access the WOW.fi service, so please refrain from using it.

WOWFI GmbH (hereinafter, "WOW.fi" or "us"), is a company registered in the Switzerland headquartered in Bleicherweg 14, Zurich, 8002, Switzerland.

WOW.fi is a global wireless network providing both free and paid internet access through various network operators who own access points and provide wireless access to the users through WOW.fi solution. By joining the WOW.fi network you gain access to the global WOW.fi network with a single one-time registration.

I. WOW.fi Services

Who is subject under this Terms of Use?

The TOU regulates the provision of services from WOW.fi to the WOW.fi Members and WOW.fi Visitors, "You" or "you".

The content, products, and services contained in the WOW.fi Website are not designed or directed to persons resident in jurisdictions where such contents are not authorised or permitted.

Unless expressly stated otherwise, the present TOU together with the registration form, WOW.fi Privacy Policy and, where applicable, WOW.fi Software License Agreement and the WOW.fi Application Software License Agreement, hereinafter "Agreement" shall constitute the contractual relationship between WOW.fi and the WOW.fi Member and between WOW.fi and the WOW.fi Visitor, where applicable.

You acknowledge that you have not relied on any other representations not specifically included in this Agreement. 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 authorised to enter into this Agreement and agree to be personally liable for all accounts if you are not so authorised.

Who can access the WOW.fi Spot?

In order to become a WOW.fi Member or WOW.fi Visitor you need to register with WOW.fi and click the appropriate box to confirm you have read, understood, and accept the present TOU, the Privacy Policy and the other terms where applicable.

WOW.fi Visitors need to purchase a WOW.fi access code or may be granted with limited or unlimited access in virtue of a WOW.fi promotion or specific agreement between WOW.fi and a Third Party.

The WOW.fi member or WOW.fi Visitor shall, prior to access, have registered through WOW.fi or through a WOW.fi Partner to be allowed access to a WOW.fi Spot.

The WOW.fi Member shall ensure that its agreement with its broadband service ISP **allows sharing of bandwidth**. The WOW.fi Member is the solely responsible for compliance with your contractual obligations towards such ISP.

WOW.fi Account Registration

Our registration process will ask you for information including your name and other personal information. You must provide accurate and complete information in response to our questions. You must also keep the information that you provide up-to-date.

You must register with the WOW.fi Network using the web form on our Site and Portal, providing full and correct information.

You must keep your password secret and not divulge it or share it with others.

You have the obligation to immediately inform WOW.fi as to any knowledge that you have regarding the improper use of the identifiers and/or passwords, including theft, loss, or unauthorised access, so as to immediately cancel the password/identifier. As long as WOW.fi has not been informed of such, WOW.fi shall be exempt of any liability derived from the improper use of the identifiers or passwords by unauthorised third parties.

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

Any information or data collected or stored by WOW.fi is subject to WOW.fi Privacy Policy.

Description of WOW.fi Services

The services provided by WOW.fi consist of:

- facilitating access to WOW.fi Spots
- providing information about the location of different WOW.fi Spots
- providing the authentication, registration for such access
- offering access to the WOW.fi Spots by the sale of passes to WOW.fi Visitors
- UPSTREAM channel optimization
- WiFi quality optimization
- Content filtering, anti-phishing and parental control on selected devices for private SSID

The WOW.fi Members and the WOW.fi Visitors can connect to the WOW.fi Network through any WOW.fi Spot when these are available.

To connect to the WOW.fi Network, you will have to select a WOW.fi Spot, and through the WOW.fi Website or WOW.fi Access Portal, introduce your access code.

WOW.fi will validate the data introduced by you and, subject to this Agreement, will permit you to connect to the WOW.fi Spot.

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

II. WOW.fi Members

How can you become a WOW.fi Member?

You can become a WOW.fi Member by accepting this Agreement and owning a WOW.fi Router, or a compatible router, with the WOW.fi functionality installed. If you do not have a router compatible with the WOW.fi Software you may purchase a compatible router.

Installation and Activation of the WOW.fi Software and WOW.fi Spot

Once you have registered with the WOW.fi Network as a WOW.fi Member and accepted the Agreement, you may download, install, and use WOW.fi Software. You

agree to install WOW.fi Software following the instructions provided in our manual published in our website. You accept and agree that WOW.fi is not responsible for any failure or damage arising from the incorrect installation of WOW.fi Software.

If you become aware of any aspect of WOW.fi Hardware, WOW.fi Software, or the WOW.fi Service which has or is likely to cause damage, or allow damage to be caused, you will inform us via email.

The WOW.fi Spot will be active and fully operational once the WOW.fi Software or the WOW.fi Router has been correctly installed and you have been registered.

WOW.fi may publish information about the location of any WOW.fi Spot the WOW.fi Member registers within the WOW.fi Network while this Agreement is in force. This is essential for other users to access the Service.

The WOW.fi Visitor will be able to connect to the WOW.fi Spots after registration to the WOW.fi Network and payment of the WOW.fi access code as established in the WOW.fi Visitor clause.

Rights and Obligations of the WOW.fi Members

If you register as a WOW.fi Member via owning a WOW.fi Router you will be entitled to receive up to 50% revenue share (unless stipulated otherwise) generated through your WOW.fi Spot.

In order to guarantee the correct functioning of the WOW.fi Spots, the WOW.fi Members shall exclusively use the **official versions of the WOW.fi Software**.

You agree to use the WOW.fi Services and accept to use them only for **lawful purposes**. If you use WOW.fi Services for any unlawful purposes, or provide any unlawful or illegal content, or breach these TOU, WOW.fi Privacy Policy, the Conditions for Use of the WOW.fi Website and WOW.fi Access Portal and the Users License of WOW.fi Software, WOW.fi may disconnect immediately your WOW.fi Spot from the WOW.fi Network and terminate this Agreement.

III. WOW.fi Visitors

In order to become a WOW.fi Visitor, you will need: to register with WOW.fi, purchase a WOW.fi access code through the available means of payment or be granted with access in virtue of a WOW.fi promotion, or a specific agreement between WOW.fi and a Third Party.

The applicable rates are contained in the WOW.fi Website and the WOW.fi Access Portal. The WOW.fi Visitor may obtain information on the applicable rates at any time through the WOW.fi Website and the WOW.fi Access Portal. These rates will include

the relevant indirect taxes and any other charges where applicable and may vary from the country.

The means of payment for accessing WOW.fi Services that a WOW.fi Visitor may choose from shall be listed on the WOW.fi Website and they will be offered through the registration process.

The WOW.fi Visitor will pay WOW.fi the corresponding amount for each WOW.fi access code.

WOW.fi reserves the right to change, at any time, the prices, promotions, and/or discounts for the products and services that WOW.fi provides. By continuing to use the WOW.fi Service after the price change takes effect, you accept the new price.

You agree to use the WOW.fi Services and accept to use them only for lawful purposes. If you use WOW.fi Services for any unlawful purposes, or provide any unlawful or illegal content, or breach these TOU, WOW.fi Privacy Policy, the Conditions for Use of the WOW.fi Website and WOW.fi Access Portal and the Users License of WOW.fi Software, WOW.fi may disconnect immediately your WOW.fi Spot from the WOW.fi Network and terminate this Agreement

All WOW.fi Visitors are subject to the same obligations as the WOW.fi Members where applicable.

IV. WOW.fi Obligations

WOW.fi will provide and control access to WOW.fi Spots, authenticating and validating all WOW.fi Members and WOW.fi Visitors who connect through the WOW.fi Spots.

WOW.fi will register the number of users that access each WOW.fi Spot and the type of user that has accessed each WOW.fi Spot.

WOW.fi agrees to pay the corresponding revenue share to the WOW.fi Members.

Quality of Service

At WOW.fi our goal is to provide highest quality WiFi services to WOW.fi Member and Visitors, however WOW.fi is unable to provide any warranties as to the **levels of connectivity** you will receive via your mobile, device or handset.

This may depend upon **your location related to a WOW.fi Spot**. Connectivity fail to access may depend on your contract with a WOW.fi Partner providing you access to the Network.

WOW.fi cannot guarantee the access speed and the data transmission speed. WOW.fi will not accept any **responsibility for any connectivity issues** you may experience.

WOW.fi reserves the rights to suspend or revoke a WOW.fi account should fraudulent misuse be detected.

Refund Policy

WOW.fi shall guarantee that the authentication services it provides shall be available 80% during any 24 hour period.

If you have purchased a Access Code, WOW.fi may offer you a refund or a replacement Access Code in the following circumstances:

- You have not yet activated your Access Code in the Access Portal;
- Your Access Code has not expired (you have one (1) year after the purchase to activate your Access Code); or
- You are unable to connect or experience loss of connection to the WOW.fi Spot due to service impairments on the network.

A refund or replacement Access Code may also be offered by WOW.fi if the Service has been interrupted by unexpected technical problems.

The refund or replacement in all of the above cases will be at the discretion of WOW.fi and WOW.fi will decide based on connection records, acting reasonably, the amount of the refund or whether a replacement Access Code is appropriate in the circumstances.

Refunds or a replacement Access Code cannot be claimed by you if the lack of connection to the Internet is due to a fault with your device or incorrect configuration of that device.

WOW.fi may still consider the validity of refund claims up to a period of thirty (30) days after the Access Code has been activated in the Access Portal, in case of a multiple day-pass the last day Access Code has been activated.

If you claim after this period, WOW.fi may elect in its sole discretion, refunds with a courtesy Access Code.

Once the refund has been approved, you will receive your refund via the same means used to make your purchase.

Please contact the WOW.fi Customer Care Team with any questions or concerns creating a support ticket via email at support@wow.fi.

[1] WOW.fi may changes the type of Access Code and prices at its sole discretion

Customer Care

WOW.fi shall have a Customer Care Service available with the aim of responding to the queries related to the provision of WOW.fi Services. If you are a WOW.fi user you can contact the Customer Care Service creating a support ticket from our website or email.

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

V. Intellectual and Industrial Property Rights

To preserve the uniform quality of WOW.fi Services, you must use only the official versions of the WOW.fi Software to provide access to our WOW.fi Service.

Once the refund has been approved, you will receive your refund via the same means used to make your purchase.

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

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

You agree that any services containing proprietary content, information, and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services.

You recognise and accept that all the intellectual and industrial property rights, the Service, the content and/or whatever other element inserted in the WOW.fi Website and WOW.fi Portal (including, purely for information purposes and without limitation, brands, logotypes, texts, images, graphics, etc.) are protected by the applicable law. It is strictly forbidden to reproduce, distribute, publicly communicate, transfer, or

whatever other act of exploitation that has not been expressly authorised by the holder of the operating rights.

No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, assign, copy, transfer, or transmit the Software, or any data obtained through the Software, to any third party or create derivative works based on the WOW.fi Services, in any manner, and you shall not exploit the WOW.fi Services in any unauthorised way whatsoever, including but not limited to, by trespass or burdening network capacity.

You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that WOW.fi is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, or illegal messages or transmissions that you may receive as a result of using any of the WOW.fi Services.

You agree that you will use the WOW.fi Software and Trademark, and any data accessed through the Software, for your own personal non-commercial use only.

Your license to use the Software, its components, and any third-party data, will terminate if you violate these restrictions. If your license terminates, you agree to cease any and all use of the Software, its components, and any third-party data. All rights in any third-party data, any third-party software, and any third-party data servers, including all ownership rights, are reserved and remain with the respective third parties. You agree that these third parties may enforce their rights under this Agreement against you directly in their own name.

VI. Terms of use of the WOW.fi Website

Access to the WOW.fi Website is open and free of charge. Nevertheless, some of the services and content that WOW.fi or third parties offer on this website may be subject to prior agreement or further agreements between WOW.fi and its Partners.

Use of the WOW.fi Website and linked web pages

Contents of the WOW.fi Website are strictly for consumers. Any unauthorised **commercial use or resale of the contents** is prohibited, except with the prior, written and express authorisation of WOW.fi.

Access, browsing, and use of the WOW.fi Website are the responsibility of the user. Consequently, the user must diligently and faithfully observe all additional instructions given by WOW.fi relating to the use of the website and its contents.

Therefore, the user is obliged to use the contents in a diligent and licit manner and, in particular, to abstain from the following:

1. Using the contents for any purposes whose effects are illegal, improper, against generally accepted use, or against public order;
2. To record or copy, distribute, permit public access through any means of public communication, transform, or modify the contents, except as with the express authorisation of the owner of the corresponding rights;
3. Any use of the content and, in particular, the information of any class found in this page or from the WOW.fi services for the purpose of sending advertisements, direct sales communications, or any other class with a commercial purpose, unsolicited messages or spam, as well as marketing or divulging any of the aforementioned information.

Limitation of Liability for the Contents and Services

WOW.fi offers content and services using all of the technical means that it has available to satisfy the needs of its users.

WOW.fi will, as it deems necessary, make any changes, corrections, improvements or modifications to any information found on the WOW.fi Website, to the services, or in the content without granting any right to claim or indemnification, or recognition of liability whatsoever.

WOW.fi does not assume liability for any damage, injury, or loss of any kind as a result of the WOW.fi Website's availability or operations. Nevertheless, WOW.fi shall take all necessary actions to reestablish its services in the event of any technical failure.

VII. Final Provisions

Terminating, changing, or transferring this Agreement

Either WOW.fi or you may decide to end this Agreement at any time. If you wish to end this Agreement, you may do so by completing the following contact form fifteen (15) days in advance to effective termination of the Service. **WOW.fi may terminate this Agreement at any time**, for any reason, including but not limited to violation or evidence of violation of any of the terms and conditions herein. Furthermore, WOW.fi may suspend or revoke access if WOW.fi believes the WOW.fi Member is in violation of the obligations or the spirit of these TOU.

If WOW.fi wishes to end this Agreement, WOW.fi will inform you by email at the email address you have registered with WOW.fi. **This Agreement will end immediately upon either party termination.** However, WOW.fi will continue to keep all your personal information confidential and you will continue to accept and respect WOW.fi intellectual property rights.

WOW.fi 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. WOW.fi may terminate, suspend, or interrupt at any time without prior notice access to the contents of the WOW.fi Website. The users shall have no right to indemnification for such. WOW.fi 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 WOW.fi under this Agreement. You accept any of the said transfers and assignments.

Limitation of Liability

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

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

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

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.

Entire Agreement

This TOU together with **Privacy Policy**, and (where applicable the **WOW.fi Application Software License Agreement**, the **WOW.fi Software License Agreement** or the relevant additional terms that you accept as part of the registration process, new product or additional service) represents the final and entire agreement between you and WOW.fi regarding the Service and products and supersede all previous agreements relating to the Service.

Jurisdiction and Law

This Agreement is subject to the laws of Switzerland, without regard to choice or conflicts of law principles and the parties hereby agree to submit to the exclusive jurisdiction of the Switzerland courts.

VIII. Definitions

Agreement means this Terms of Use, together with the registration form, WOW.fi Privacy Policy and, where applicable, WOW.fi Software License Agreement and the WOW.fi Application Software License Agreement, and the Cookies Policy.

WOW.fi Access Portal (or WOW.fi Portal) is the portal used by WOW.fi in WOW.fi Spots through which a WOW.fi Member or WOW.fi Visitor can register and access the WOW.fi Network.

WOW.fi Hardware or Hardware: Hardware distributed by WOW.fi or by a third party which will be used to connect to the WOW.fi Network.

WOW.fi Member is the registered user of WOW.fi that shares bandwidth through a WOW.fi Router or a compatible router with the WOW.fi functionality installed.

WOW.fi Network is the world-wide network of WLAN hotspots based on a community whose members share their broadband internet connection; these hotspots are either based on separate stand-alone or integrated with Customer Premises Equipment and provided as a best-effort service.

WOW.fi Partner means a third party which has entered a partnership with WOW.fi. WOW.fi Partners are published in WOW.fi Website.

WOW.fi Access Codes: Codes that is purchased by a WOW.fi Visitor in order to be able to access a WOW.fi Spot.



WOW.fi Router is the device distributed by WOW.fi or its Partners and enabled with the WOW.fi Software.

WOW.fi Services or Services are the services provided by WOW.fi that consist of providing access to the WOW.fi Network, providing information about the location of the WOW.fi Spot, authenticating and registering the WOW.fi Members and WOW.fi Visitors, and any additional service that WOW.fi offers to the WOW.fi Partner or the WOW.fi Member.

WOW.fi Software or Software: Software distributed by WOW.fi or installed into the router of a WOW.fi Partner that enables WOW.fi Members to access the WOW.fi Network.

WOW.fi Spot means a public WLAN access point that belong to the WOW.fi Network and that is operated by WOW.fi, customers of WOW.fi, or WOW.fi Partners.

WOW.fi Visitor is a registered user who does not offer a WOW.fi Spot and who purchases and uses paid access to a WOW.fi Spot or is otherwise entitled to free limited or unlimited access in virtue of a WOW.fi promotion or specific agreement between WOW.fi and a Third Party.

WOW.fi 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 WOW.fi.

Third Party means any person or entity that is not a party to this Agreement.

ISP means Internet service provider.

WiFi means Wireless communications technology.

You and **you**: refer to you the WOW.fi Member or WOW.fi Visitor.