

HotSpotMe Terms of Use

Effective Date: June 1, 2019

1. Contractual Relationship

These Terms of Use ("Terms") govern your access or use, of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 2) made available by HotSpotMe, Inc. and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "HotSpotMe"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND HOTSPOTME. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. HotSpotMe may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH HOTSPOTME ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

HotSpotMe reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the HotSpotMe website. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the HotSpotMe service will constitute acceptance of the revised Terms.

HotSpotMe's collection and use of personal information in connection with the Services is described in HotSpotMe's Privacy Policy located at www.HotSpotMe.io.

2. The Services

The Services comprise mobile applications and related services (each, an "Application"), which enable users to connect to private wireless routers and mobile hotspots ("Third Party Providers") by using the HotSpotMe platform. Unless otherwise agreed by HotSpotMe in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO CONNECT TO THIRD PARTY PRIVATE WIRELESS ROUTERS AND HOTSPOTS THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH HOTSPOTME AS AN INTERNET SERVICE OR WI-FI PROVIDER OR CARRIER.

Subject to your compliance with these Terms, HotSpotMe grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by HotSpotMe and HotSpotMe's licensors.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by HotSpotMe; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

The Services may be made available or accessed in connection with third party services and content (including advertising) that HotSpotMe does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. HotSpotMe does not endorse such third party services and content and in no event shall HotSpotMe be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation, or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

The Services and all rights therein are and shall remain HotSpotMe's property or the property of HotSpotMe's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to

use or reference in any manner HotSpotMe's company names, logos, product and service names, trademarks or services marks or those of HotSpotMe's licensors.

3. Access and Use of the Services

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to HotSpotMe certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by HotSpotMe. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by HotSpotMe in writing, you may only possess one Account.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to connect to private wireless routers and hotspots from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, intrusion, theft, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. HotSpotMe does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). HotSpotMe will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be

inclusive of applicable taxes where required by law. Charges may include other applicable fees. Please visit www.HotSpotMe.io for further information on fees.

All Charges and payments will be enabled by HotSpotMe using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that HotSpotMe may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by HotSpotMe.

As between you and HotSpotMe, HotSpotMe reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in HotSpotMe's sole discretion. HotSpotMe will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. HotSpotMe may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider's behalf. HotSpotMe may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third Party Providers or other third parties.

In certain cases, with respect to Third Party Providers, Charges you incur will be owed directly to Third Party Providers, and HotSpotMe will collect payment of those charges from you, on the Third Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third Party Provider.

Payment processing services for HotSpotMe users are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to use HotSpotMe, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of HotSpotMe enabling payment processing services through Stripe, you agree to provide HotSpotMe accurate and complete information about you, and you authorize HotSpotMe to share it and transaction information related to your use of the payment processing services provided by Stripe.

5. Third Party Providers

By signing up as a HotSpotMe Host ("Third Party Provider"), you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not sign up as a HotSpotMe Host. These Terms expressly supersede prior agreements or arrangements with you.

HotSpotMe may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

The Services comprise websites and related services which enable Third Party Providers to share their hotspots by using the HotSpotMe platform. Unless otherwise agreed by HotSpotMe in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO SHARE YOUR HOTSPOTS THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH HOTSPOTME AS AN INTERNET SERVICE OR WI-FI PROVIDER OR CARRIER.

Subject to your compliance with these Terms, HotSpotMe grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use our website solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by HotSpotMe and HotSpotMe's licensors.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by HotSpotMe; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

In order to sign up as a Host, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to HotSpotMe certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payout method supported by HotSpotMe. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payout method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by HotSpotMe in writing, you may only possess one Account.

Hosts may not sign up if under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to sign up as Third Party

Providers. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes. You may not in your use of the Services cause nuisance, annoyance, inconvenience, intrusion, theft, or property damage, whether to the HotSpotMe user or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to sign up as a Host, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

You are responsible for providing the Hotspot you want to share with users. Your internet service or mobile network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware or devices necessary to share and use the Services and Applications and any updates thereto. HotSpotMe does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

6. Payouts

You understand that by signing up as a Host, you may receive payment for sharing your hotspots with HotSpotMe users ("Payouts"). HotSpotMe will distribute your Payouts according to the payout schedule posted on our website.

All Payouts will be sent by HotSpotMe to the preferred payout method designated in your Account. If your primary Account payout method is determined to be expired, invalid or otherwise not able to receive funds, you agree that HotSpotMe may use a secondary payout method in your Account, if available. Payouts may be refunded if determined by HotSpotMe.

Payout processing services for HotSpotMe Hosts are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a HotSpotMe Host, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of HotSpotMe enabling payout processing services through Stripe, you agree to provide HotSpotMe accurate and complete information about you and/or your business, and you authorize HotSpotMe to share it and transaction information related to your use of the payout processing services provided by Stripe.

7. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of State of Delaware, U.S.A., excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. You agree that any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its

validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules ("ICC Mediation Rules"). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC Arbitration Rules"). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be of the Company's choice, without prejudice.

The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

8. Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." HOTSPOTME DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, HOTSPOTME MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. HOTSPOTME DOES NOT GUARANTEE THE CONNECTION QUALITY OF THIRD PARTY PROVIDER WIRELESS ROUTERS OR MOBILE HOTSPOTS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

HOTSPOTME SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER

ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF HOTSPOTME, EVEN IF HOTSPOTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HOTSPOTME SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF HOTSPOTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOTSPOTME SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HOTSPOTME'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING WI-FI SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY NOT BE LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO CONNECT TO PRIVATE WIRELESS ROUTERS AND MOBILE HOTSPOTS FROM THIRD PARTY PROVIDERS, BUT YOU AGREE THAT HOTSPOTME HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY WI-FI OR INTERNET SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

IF YOU SIGN UP AS A THIRD PARTY PROVIDER, HOTSPOTME SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF HOTSPOTME, EVEN IF HOTSPOTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU SIGN UP AS A THIRD PARTY PROVIDER, HOTSPOTME SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) THE HOTSPOT YOU ARE SHARING WITH HOTSPOTME USERS; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY HOTSPOTME USER, EVEN IF HOTSPOTME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOTSPOTME SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HOTSPOTME'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT HOTSPOTME USERS USING YOUR HOTSPOT THROUGH SOME REQUEST PRODUCTS MAY NOT BE LICENSED OR PERMITTED.

IF YOU SIGN UP AS A THIRD PARTY PROVIDER, YOU AGREE THAT HOTSPOTME HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY WI-FI OR INTERNET SERVICES PROVIDED BY YOU TO HOTSPOTME USERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, HOTSPOTME'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY

LAW. THIS PROVISION SHALL HAVE NO EFFECT ON HOTSPOTME'S CHOICE OF LAW PROVISION SET FORTH BELOW.

You agree to indemnify and hold HotSpotMe and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) HotSpotMe's use of your User Content; or (iv) your violation of the rights of any third party, including other HotSpotMe users and Third Party Providers.

9. Other Provisions

These Terms are governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Delaware residents to assert claims under Delaware law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 7 of these Terms, are only intended to specify the use of Delaware law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending Delaware law to you if you do not otherwise reside in Delaware. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 7 or to any arbitrable disputes as defined therein. Instead, as described in Section 7, the ICC Arbitration Rules shall apply to any such disputes.

Claims of copyright infringement should be sent to HotSpotMe's designated agent. Please visit HotSpotMe's web page at www.HotSpotMe.io for the designated email address and additional information.

HotSpotMe may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to HotSpotMe, with such notice deemed given when received by HotSpotMe, at any time by mail or email.

You may not assign these Terms without HotSpotMe's prior written approval. HotSpotMe may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of HotSpotMe's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, HotSpotMe or any Third Party Provider as a result of

this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. HotSpotMe's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by HotSpotMe in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.