

Function Store – Terms of Use

April 16th, 2023

These terms of use (“Terms”) apply to persons anywhere in the world (each such person, a “User” or “you”) who install, access or use the mobile application (“App”) published by Function LLC (“Store Map” or “we”).

PLEASE READ THESE TERMS CAREFULLY, AS THEY ARE A LEGAL AGREEMENT BETWEEN YOU AND Function. PLEASE BE ADVISED: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND Function HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION 4 BELOW). THOSE PROVISIONS WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST Function TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

In order to install, access or use the Function, you must be of legal age for those activities in the jurisdiction in which you are located. If you are not of legal age, you must not install, access or use the App.

1. Binding Agreement; Termination

Your access to or use of our Function constitutes your binding agreement to those Terms, including the dispute resolution and arbitration provisions. If at any time you disagree with these Terms, you must refrain from installing our App, or, if you have already installed our App, refrain from accessing or using it and delete it. These Terms contain the entire agreement between you and Function, and supersede any prior agreements or arrangements with you that relate in any way to Function or the App.

Function reserves the right to immediately terminate these Terms and any services provided by Function, including its publication of the App and provision of any content, information, functionality or other services through the App, at any time, either with respect to you or generally, for any reason, including your violation of these terms, or for no reason. The preamble above, this Section 1, 2-4 and Sections 6-19 shall survive the termination of these Terms.

2. Governing Law

These Terms, and any claims, disputes or controversies related to your use of the App or any content, information and related materials (“Content”) provided through the App or otherwise related to the relationship between you and Function, whether contractual or non-contractual, are governed by the laws of the United Kingdom, without giving effect to any choice or conflict of law provision or rule, whether in the United Kingdom or any other

jurisdiction, that would cause the laws of any jurisdiction other than the United Kingdom to apply.

3. Jurisdiction and Venue for Claims not Subject to Arbitration

The English courts sitting in London, London shall have exclusive jurisdiction over any claims, disputes or controversies related to these Terms, your use of the App or any Content provided through the App, or otherwise related to the relationship between you and Function, whether contractual or non-contractual, that are not subject to mandatory arbitration under Section 4.

4. Mandatory Binding Arbitration

(a) Agreement to Arbitrate

Any claims, disputes or controversies related to these Terms, your use of the App or any Content provided through the App, or otherwise related to the relationship between you and Function, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, regardless of when they arise and regardless of any termination of these

Terms, shall be determined by mandatory binding individual (not class) arbitration.

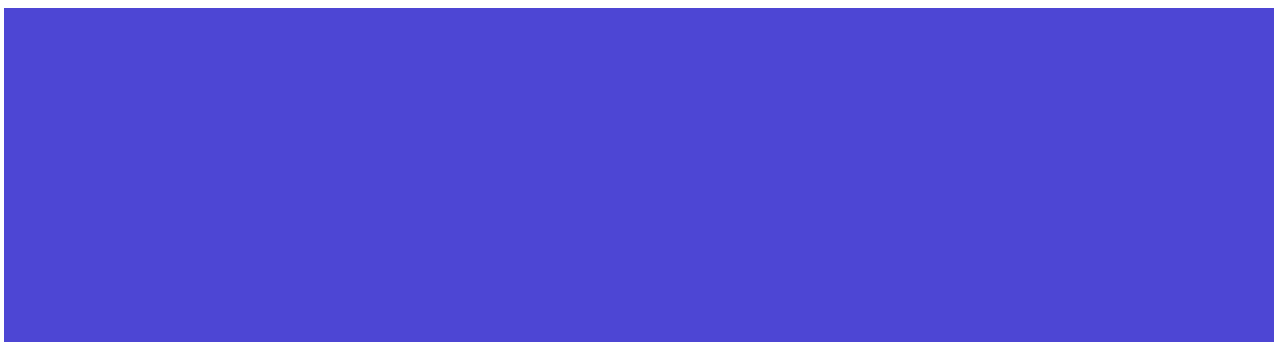
The arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the this agreement to arbitrate or to the arbitrarily of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limits on the availability and scope of discovery than in court. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration.

(b) Exceptions

Notwithstanding Section 4(a), nothing in these Terms, including this Section 4, will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (i) bring an individual action in a U.S. small claims court for a matter within the jurisdiction of that court or (ii) bring an individual action seeking only temporary or preliminary individualised injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, the agreement to arbitrate in this Section 4 doesn't stop you or us from bringing issues to the attention of federal, state, or local agencies. Those agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

(c) No Class or Representative Proceedings: Class Action Waiver

YOU AND Function EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED



CLASS OR REPRESENTATIVE ACTION. Unless both you and Function agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(d) Arbitration Rules

Either you or Function may start arbitration proceedings. Any arbitration between you and Function will take place in the English language under the Consumer Arbitration Rules of the United Kingdom Arbitration Association ("UKAA") then in force (the "UKAA Rules"), as modified by this Section 4. The UK Arbitration Act shall apply to, and govern the interpretation and enforcement of, this provision (despite the choice of law provision above). The UKAA Rules, as well as instructions on how to file an arbitration proceeding with the UKAA, appear at adr.org, or you may call the AAA at +44-11 811 8181

(e) Notice; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice"). Function's address for Notice is: Function LTD, Attn: Director/Boss, 12 Somewhere Street, London, UK.

The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set out the specific relief sought ("Demand"). You and Function each shall use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Store Map may commence an arbitration proceeding. During the arbitration, the amount of any settlement or made by you or Function shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the

arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

(f) Enforceability

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice"). Function's address for Notice is: Function Ltd, Attn. Director/Boss, 12 Somewhere Street, London, UK. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set out the specific relief sought ("Demand"). You and Function each shall use good faith efforts to resolve the claim



directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Store Map may commence an arbitration proceeding. During the arbitration, the amount of any settlement or made by you or Function shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Enforceability If the agreement to arbitrate in this Section 4 is invalidated in whole or in part, the exclusive jurisdiction and venue described in Section 3 shall govern any claim in court arising out of or related to these Terms.

5. Grant of License:

Subject to your compliance with these Terms, Function hereby grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to install and use the Function application ("App") on your personal mobile device. This license is solely for the purpose of accessing and using any content provided through the App to locate and access Wi-Fi hotspots, solely for your own personal use, and not for (a) sharing with any other individual or entity, or (b) any commercial use whatsoever. You shall not use any content provided through the App to build, expand or validate any database of Wi-Fi hotspot information, nor shall you provide any Wi-Fi hotspot information obtained through the App to any other individual or entity.

6. Ownership:

All content that Function provides through the App is and shall remain Function's property or the property of Function's licensors. Neither these Terms nor your use of the App convey or grant to you any rights (a) in or related to the App or any content, except for the limited license granted in Section 5, or (b) to use or reference in any manner Function's company names, logos, product and service names, trademarks or service marks, or those of Function's licensors.

7. Restrictions:

You shall not (a) remove any copyright, trademark or other proprietary notices from the App or any content provided through the App; (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App or any content provided through the App, except as expressly permitted by Function in writing; (c) decompile, reverse engineer or disassemble the App or any content provided through the App.



functionality of any aspect of the services that we provide through the App; or (f) attempt to gain unauthorised access to or impair any aspect of the App or its related systems or networks. Without limiting the generality of the immediately preceding paragraph, you shall use any information that you obtain through the App concerning Wi-Fi hotspots solely for the purpose of accessing those hotspots yourself, and not for any other purpose.

8. Privacy Policy

Your installation of, access to and use of our App constitutes your agreement to our privacy policy in effect from time to time, which is available here: <http://www.Function-Privacy Policy>(the "Policy"). If at any time you disagree with the Policy, you must refrain from installing our App, or, if you have already installed our App, refrain from accessing or using it and delete it.

9. Third Party Services and Content

Function, and the Content that we provide, may incorporate, or be made available or accessed in connection with, third party services and content, including advertising, that we do not control. Different terms of use and privacy

10. Network Access and Devices

You are responsible for obtaining the mobile network or Store access necessary to use our App. Your mobile network's data rates and fees may apply if you install, access or use the App from your mobile device. You are responsible for acquiring and updating compatible devices and operating systems necessary to access and use the App and any updates to the App. We do not guarantee that the App, or any function of the App, will function on any particular device or with any particular operating system. In addition, the use of the App may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

11. Payment

For paid services, we will obtain your consent before collection of payment. In the future, Function may comprise further paid services. If

you already subscribed the paid services during the period the further paid services is updated, you will be able to use the further paid services during the subscription period without extra charge, provided that: 1. no extra charge is required by us; 2. you update Function as may be required to use the further paid services. For any paid services offered by us, we accept payment via the current payment method indicated prior to purchase, which may include Apple Payments and any other form of payment that we make available to you from time to time. You agree to abide by any relevant Terms of use or other legal agreement whether with Apple, Google or a third party, that governs your use of a given payment processing method. We could modify about our payment policy according to practical needs. Some free services may become paid services in the future. If the fee is not paid on time and in full, you will no longer be able to use the paid



services when we start to charge fees. In the event there is a price reduction or promotion, we will not provide price protection or refund your payment. Please be aware that, as long as you purchase the paid service, we will not refund the payment to you whether or not you use such service.

12. Disclaimers

THE APP, AND THE CONTENT MADE AVAILABLE THROUGH IT, ARE PROVIDED "AS IS" AND "AS AVAILABLE." Function 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, Function MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE CONCERNING, AND SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, (A) THE RELIABILITY, INCLUDING SERVICE


AVAILABILITY, OF THE APP, (B) THE ACCURACY AND CURRENCY OF THE CONTENT MADE THROUGH THE APP, (C) THE INTERCEPTION OF ANY DATA THAT WE PROVIDE TO YOU OR YOU PROVIDE TO US THROUGH THE APP, (D) ANY MATTERS RESULTING FROM OR OTHERWISE RELATING TO ANY UNAUTHORISED ACCESS BY ANY THIRD PARTY TO YOUR ACCOUNT OR (E) THE EXISTENCE, AVAILABILITY, PERFORMANCE, SAFETY OR SECURITY OF ANY Store HOTSPOT. Store HOTSPOTS ABOUT WHICH INFORMATION IS PROVIDED THROUGH THE APP ARE OPERATED BY THIRD PARTIES AND ARE NOT UNDER Function's CONTROL. ACCORDINGLY, Function SHALL HAVE NO LIABILITY OR OTHER RESPONSIBILITY CONCERNING ANY HOTSPOT. WITHOUT LIMITING THE GENERALITY OF THE

13. Limitation of Liability

Function 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 APP OR ANY CONTENT MADE AVAILABLE THROUGH THE APP, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF Store MAP, EVEN IF Function HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING PARAGRAPH, Function SHALL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR YOUR USE OF OR RELIANCE ON THE APP OR ANY CONTENT MADE AVAILABLE THROUGH THE APP, NOR FOR YOUR INABILITY TO ACCESS OR USE THE APP OR ANY CONTENT MADE AVAILABLE THROUGH THE APP.

14. Indemnity

You shall indemnify, defend and hold harmless Function and its members, shareholders, managers, directors, officers, employees and agents from and against any and all claims, demands, losses, liabilities and expenses, including reasonable fees of attorneys, accountants and other professionals, arising out of or in connection with (a) your use of the App or any Content made available through the App, (b) your breach or violation of any of these Terms, (c)



Function's, and its licensees', use of your User Content or (iv) your violation of the rights of any third party, including the owner or operator of any Store hotspot.

15. Notice

We may give notice to you by means of a general notice through the App or on our website, electronic mail to any address associated with your user account, telephone or text message to any phone number associated with your user account or by written communication sent by certified mail, Federal Express, UPS or Express Mail to any address associated with your user account. Notices that we deliver by a general notice through the App or on our website shall be deemed delivered when posted, notices that we deliver by electronic mail, telephone or text message shall be deemed delivered when dispatched, notices that we deliver by Federal Express, UPS or Express Mail shall be deemed delivered 1 business day after we dispatch them and notices that we deliver by certified mail shall be deemed delivered 3 business days after we dispatch them. You may give notice to Function by certified mail, Federal Express, UPS or Express Mail (in each case signature required) to Function LTD, Attn: Legal Department, 12 Somewhere Street London, UK, USA, which shall be deemed inactive and received when actually received by Function. Notwithstanding the preceding provisions of this Section 15, you and we each shall give all Notices of Demands as provided in Section 4(e).

16. Assignment

You shall not assign these Terms without Function's prior written approval, and any purported assignment without that approval shall be void and of no effect. Function may assign these Terms without your

consent to any subsidiary or affiliate and to any purchaser of all or substantially all of its business to which these Terms relate.

17. Severability

If any provision of these Terms would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, that provision, as to that jurisdiction, shall be inactive, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction. Notwithstanding the foregoing, if that provision could be.

