

Terms and Conditions of Use of FON Ads



Welcome to FON and FON Ads. Your use of FON Ads (referred to collectively as the “Services” in this document and excluding any services provided to you by FON under any separate agreement) is subject to these Terms and Conditions of Use of FON Ads (“FON Ad Terms”) which constitute a legal agreement between you and FON Wireless Limited. FON Wireless Limited (“FON”) is a company organised and existing under the laws of England with its registered address at 8 Clifford Street, London W1S 2LQ, registered number 5661131 and VAT number 888417960. This document explains how the agreement is made up, and sets out the terms of that agreement. These FON Ad Terms incorporate by reference the following definitions found in the Terms of Use of FON: “Bills”, “Aliens”, “FON Hotspots”, and “FON Access Portal”. These Terms are applicable to any final user (“User”) of the Services.

1. Accepting the Terms

1.1 In order to use the Services, you must firstly agree to the FON Ad Terms. You may not use the Services if you do not accept the FON Ad Terms.

1.2 You may not use the Services and may not accept the FON Ad Terms if (a) you are not of legal age to form a binding contract with FON, or (b) you are a person barred from receiving the Services under the laws of any country including the country in which you are resident or from which you use the Services.

1.3. We suggest that you print out and keep a copy of these FON Ad Terms for your records.

2. Provision of the Services by FON to Aliens and Users

2.1 FON may display from time to time advertisements (videos, hyperlinks), or other promotional materials (“Ads”) pertaining to itself or other third parties on any FON Access Portal. By clicking and visiting an Ad in its entirety FON will provide you with WiFi access for a certain amount of time, limited to one access per day per user and per WiFi device, as FON may define from time to time.

2.2. Some of the Services are supported by advertising revenue and may display advertisements and other promotions. These advertisements may be targeted to the specific location of a FON Hotspot or other websites.

2.3 The manner, mode and extent of advertising by FON through the Services are subject to change without specific notice to you.

3. Applicable conditions to Bills

3.1 FON will pay to a Bill a percentage of the net revenue generated from the use of the Services by the Aliens or users through the Bill’s FON Access Portal, excluding indirect taxes and any other charges where applicable. The percentage of the net revenue to be paid to the Bill will be defined by FON from time to time.

3.2 As a Bill, the best way to find out how much you have earned is to login/sign in and check your account.

3.3 As a Bill, payments to you shall be settled once the amount due to you has accumulated and reached the predefined amount for settling said payments as published on the FON Website.

3.4 As a Bill, FON will make any payments due to you for the Services through the registered account enabled by you. You will get your FON Ads earnings delivered directly to your registered payment details. .

4. Use of the Services

4.1 Use of the Services must result from genuine user interest. Any method that artificially generates clicks or impressions for using the Services is strictly prohibited. These prohibited methods include, but are not limited to, repeated manual clicks or impressions, using robots, automated click and impression generating tools, third-party services such as click-exchange programmes, or any deceptive software. Please note that use of the Services through your FON Access Portal for any reason is prohibited. Failure to comply with this provision may lead to your registered FON account being disabled and all money accrued not being paid. FON reserves the right to disable a registered FON account and investigate the User when there is enough evidence of fraud.

4.2. You agree to use the Services only for purposes that are permitted by (a) the FON Ad Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.

4.3 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.4 Unless you have been specifically permitted to do so in a separate agreement with FON, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5. Content of FON Services

5.1 You understand that any content presented to you as part of the Services ("Content"), including but not limited to, advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to FON (or by other persons or companies on their behalf) or by FON itself. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part).

5.2. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

6. WiFi Access

6.1. As a result of the use of the Services, the User will have WiFi access for a limited period of time and this may include hyperlinks to other web sites or content or resources. FON may have no control over any web sites or resources which are provided by companies or persons other than FON.

6.2 You acknowledge and agree that FON is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

6.3. You acknowledge and agree that FON is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

7. Terminating or Changing this Agreement

7.1 The FON Ad Terms will continue to apply until terminated by either you or FON as set out below.

7.2 If you want to terminate your legal Agreement with FON, you may do so by notifying FON at any time at unsubscribe@fon.com.

7.3 FON may at any time, terminate its legal Agreement with you if:

- (a) you have breached any provision of the FON Ad Terms or
- (b) FON is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (c) the partner with whom FON offered the Services to you has terminated its relationship with FON or
- (d) FON is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
- (e) the provision of the Services to you by FON is, in FON's opinion, no longer commercially viable.

7.4 FON reserves the right to modify these FON Ad Terms from time to time. Upon making any modifications, FON will publish the revised FON Ad Terms at <http://www.fon.com/en/legal>, and they will be made available to you from within, or through, the affected Services or by e-mail. You agree that FON may provide you with notices, including those regarding changes to the FON Ad Terms, by email, or postings on the Services.

8. 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.

9. Limitation of Liability

9.1. You agree that you are solely responsible for (and that FON has no responsibility to you or to any third party for) any breach of your obligations under the FON Ad Terms and for the consequences (including any loss or damage which FON may suffer) of any such breach.

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

9.3. FON shall not be liable for damages incurred by reason of other services or goods received through or advertised through the Services or received through any links provided in the Services, as well as by reason of any information or advice received through or advertised through the Services or received through any links provided in the Services. FON does not exclude or limit its liability in respect of (a) its wilful default or fraud; or (b) death or personal injury.

10. 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.

11. 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.