

# **WiFinder – Terms of Use**

March 21, 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 Wi-Finder LLC (“WiFi Map” or “we”).

PLEASE READ THESE TERMS CAREFULLY, AS THEY ARE A LEGAL AGREEMENT BETWEEN YOU AND Wi-Finder. PLEASE BE ADVISED: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND Wi-Finder 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 Wi-Finder 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 Wi-Finder, 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 Wi-Finder 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 Wi-Finder, and supersede any prior agreements or arrangements with you that relate in any way to Wi-Finder or the App.

Wi-Finder reserves the right to immediately terminate these Terms and any services provided by Wi-Finder, 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 Wi-Finder, 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 Wi-Finder, 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 Wi-Finder, 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 arbitrability 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. This arbitration provision will survive termination of these Terms.

#### **(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 individualized 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 Wi-Finder 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 Wi-Finder 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 Wi-Finder may start arbitration proceedings. Any arbitration between you and Wi-Finder 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 UKI 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](http://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"). Wi-Finder's address for Notice is: Wi-Finder 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 Wi-Finder 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 Wi-Fi Map may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Wi-Finder 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"). Wi-Finder's address for Notice is: Wi-Finder 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 Wi-Finder 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 WiFi Map may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Wi-Finder 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, Wi-Finder hereby grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to install and use the Wi-Finder 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 Wi-Finder provides through the App is and shall remain Wi-Finder's property or the property of Wi-Finder'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 Wi-Finder's company names, logos, product and service names, trademarks or service marks, or those of Wi-Finder'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 Wi-Finder in writing; (c) decompile, reverse engineer or disassemble the App or any content provided through the App; (d) link to, mirror or frame the App or any content provided through the App; (e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining the App or any content provided through the App or unduly burdening or hindering the operation or

functionality of any aspect of the services that we provide through the App; or (f) attempt to gain unauthorized 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.Wi-Finder-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**

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

## **10. Network Access and Devices**

You are responsible for obtaining the mobile network or WiFi 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, Wi-Finder 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 Wi-Finder 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." Wi-Finder 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, Wi-Finder 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 UNAUTHORIZED ACCESS BY ANY THIRD PARTY TO YOUR ACCOUNT OR (E) THE EXISTENCE, AVAILABILITY, PERFORMANCE, SAFETY OR SECURITY OF ANY WIFI HOTSPOT. WIFI HOTSPOTS ABOUT WHICH INFORMATION IS PROVIDED THROUGH THE APP ARE OPERATED BY THIRD PARTIES AND ARE NOT UNDER Wi-Finder's CONTROL. ACCORDINGLY, Wi-Finder SHALL HAVE NO LIABILITY OR OTHER RESPONSIBILITY CONCERNING ANY HOTSPOT. WITHOUT LIMITING THE GENERALITY OF THE

## **13. Limitation of Liability**

Wi-Finder 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 WIFI MAP, EVEN IF Wi-Finder HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING PARAGRAPH, Wi-Finder 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 Wi-Finder 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)

Wi-Finder'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 WiFi 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 Wi-Finder by certified mail, Federal Express, UPS or Express Mail (in each case signature required) to Wi-Finder LTD, Attn: Legal Department, 12 Somewhere Street London, UK, USA, which shall be deemed effective and received when actually received by Wi-Finder. 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 Wi-Finder's prior written approval, and any purported assignment without that approval shall be void and of no effect. Wi-Finder 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 ineffective, 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.