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This APP EULA is between you and Hotwire, and not with Apple Inc. ("Apple"), and Hotwire is solely responsible for the APPs and the content thereof. You acknowledge that you have had the opportunity to review the Apple Usage Rules reflected in the iTunes Terms of Service, and that such Usage Rules shall apply to your use of the APPs. You acknowledge that Apple and its subsidiaries are third party beneficiaries of this APP EULA, and upon your acceptance of the terms and conditions of this APP EULA, Apple shall have the right, and will be deemed to have accepted the right), to enforce this APP EULA against you as a third-party beneficiary thereof.

**Charges.** You are responsible for all data or service charges in connection with the downloading and use of the APPs.

**Registration.** If you have not already done so, use of the APPs requires you to register with Hotwire and obtain a User ID and password. You will use your User ID and password to access APPs.

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**Privacy.** Hotwire may collect and use information regarding your wireless device and your use of the APPs as described in the APP Privacy Policy. You hereby acknowledge and agree that the APPs may periodically send technical data and related information to Hotwire to facilitate the provision of updates, product support, and other services to you related to the APPs. Such information may include, but is not limited to, technical or identifying information about your wireless device, and/or the software installed thereon.

The APPs may communicate, via remote activation or otherwise, with companies with which Hotwire does business, with regard to the need for periodic updates to address security, performance, and other issues. You acknowledge and agree that Hotwire and its suppliers may periodically make such communications remotely and download and install such updates to the APPs stored on your handheld device without further notice to you and that such updates shall be incorporated into this APP EULA under the definition of APPs and thus subject to the same use restrictions.

**Location Data.** Unless you allow Hotwire access to your location, we may not be able to provide access to certain content that has geographic limitations.

**Third Party Terms of Agreement.** Notwithstanding any other provision of this APP EULA, this APP EULA shall not be deemed to apply to any software that is licensed, sold and/or provided to you by third parties, or any other software licensed to you by or through Hotwire, and that is included on your wireless device ("Other Software"). Any such Other Software is subject to the terms and conditions of the license agreement, if any, between you and the developer or licensor of the Other Software, and you must comply with those terms. You must comply with any applicable third party terms of service when using the APPs.

**Protect Your Information.** If you choose the option to remain signed into your Hotwire account, any user accessing your handset device will be able to view and manipulate your account information and other sensitive information. Hotwire recommends that you log out when you are no longer using the APPs, and that you use other security measures provided by your handset (for example, password protecting/"locking" your handset when not in use). You are responsible for all activity taken using your account credentials.

**App Access, Network Security, and Wi-Fi.** You agree that you are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment, including your broadband service, computer, router and software, including any necessary system or software upgrades, patches or other fixes that are or may become necessary to access the APPs. You agree that you are responsible for providing security measures that are suited for your intended use of the APPs, and you shall take full responsibility for taking adequate measures to safeguard your data from loss. In addition, you understand that certain features of an APP may require equipment and software that supports Wi-Fi connectivity, such as a wireless router, and that you are responsible for securing such wireless communications and that wireless communications can be intercepted by third parties. Neither Hotwire nor any of its affiliates will be liable to you or any other party for any data loss or any other security issues that may result from your use of the APPs. APPs utilize, in whole or in part, the public Internet and third-party networks to transmit voice, data and/or other communications. You agree that the Internet is not a secure network, is not owned, operated or managed by, or in any way affiliated with Hotwire or its affiliates, and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. You further agree that neither Hotwire nor its affiliates owns or controls all of the various facilities and communications lines through which the functionality of the APPs may be provided. You agree that all use of the APPs is your sole responsibility, is solely at your own risk, and is subject to all applicable local, state, national, and international laws and regulations.

**Term and Termination.** This APP EULA will become effective with respect to an APP on the date you first download, install, and/or use an APP, and it will remain in effect until terminated. You may terminate this APP EULA with respect to an APP at any time by removing the APP from your wireless device(s). This APP EULA also will terminate immediately with respect to the APPs, without notice, in Hotwire's sole discretion, if you fail to comply with any term or condition of this APP EULA. Upon termination, you agree to immediately remove any APPs from your wireless device(s).

Without prejudice to any other rights that Hotwire may have, Hotwire reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide any function of the APPs to any user or group of users, without prior notice and for any reason or no reason. All obligations of the parties under this APP EULA, which by their nature would continue beyond the expiration or termination of this APP EULA, including without limitation, those relating to Limitation of Liability, shall survive any expiration or termination of this APP EULA.

**MAINTENANCE AND SUPPORT.** You agree that Apple is not responsible in any way for the APPs, including without limitation for any maintenance or support for the APPs, and is not a party to this APP EULA, which is between you and Hotwire only. You acknowledge that Hotwire is solely responsible for providing any maintenance and support services with respect to the APPs, and that Apple has no obligation whatsoever to furnish such maintenance and support services.

**PRODUCT CLAIMS.** You acknowledge that Hotwire, and not Apple, is responsible for addressing any claim you or a third party may have relating to the APPs or your possession and/or use of the APPs, including, but not limited to: (i) product liability claims; (ii) any claim that the APPs fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

**HOTWIRE DISCLAIMER OF WARRANTY.** THE APPS ARE LICENSED TO YOU "AS IS." HOTWIRE DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE APPS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. HOTWIRE ALSO DISCLAIMS ALL WARRANTIES WITH REGARD TO WHETHER THE APPS WILL MEET YOUR REQUIREMENTS, WORK IN COMBINATION WITH ANY HARDWARE OR OTHER SOFTWARE, OR OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY OR MAY BE LIMITED. IN THE EVENT OF ANY FAILURE OF THE APPS TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND IF APPLICABLE, APPLE WILL REFUND THE PURCHASE PRICE OF THE APPS TO YOU. YOU ACKNOWLEDGE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE HAS NO WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPS, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY WILL BE HOTWIRE'S SOLE RESPONSIBILITY.

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**Legal Compliance.** YOU REPRESENT AND WARRANT THAT (i) YOU ARE NOT LOCATED IN ANY COUNTRY SUBJECT TO A U.S. GOVERNMENT EMBARGO OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND (ii) YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

**Dispute Resolution; Governing Law; Venue.** You and Hotwire agree that 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 proceeding.

Any dispute arising out of or relating to this APP EULA, including the alleged breach, termination, validity, interpretation, and performance thereof ("Dispute") shall be resolved with the following procedures:

A. **Negotiation** - Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between parties who have authority to settle the Dispute, and this process should be completed within 30 days (the "Negotiation") of notice of the Dispute;

**B. Mediation** - If the Dispute has not been resolved by negotiation in accordance with paragraph A, then the parties shall proceed to mediation unless the parties agree to a different negotiation timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within 14 days, then upon a motion of one of the parties, the Court Mediation and Arbitration of Broward County, Ft. Lauderdale, FL, shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party [or the mediator] states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with paragraph A as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

The mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider;

**C. Arbitration** - Any Dispute not resolved through negotiation or mediation in accordance with paragraphs A and B shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be held in Broward County, Florida, using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes (such as court action or administrative proceeding).

Unless both you and Hotwire agree otherwise in writing, the mediator or arbitrator may not consolidate more than one person's Dispute, and may not otherwise preside over any form of a representative or class proceeding.

Any Dispute between the parties regarding the APP EULA will be governed by Florida law, and any Dispute is subject to the exclusive venue of the state and federal courts in the county of Broward, the state of Florida. The parties hereby consent to the exclusive jurisdiction and venue of such courts, without regard to conflicts or choice of laws principles.

You acknowledge and agree that you are waiving a right to litigate applicable Dispute in court before a judge or jury. You agree the United Nations Convention on Contracts for the International Sale of Goods (1980) terms are hereby excluded in its entirety from any application to the Terms of Service.

**Miscellaneous.** If any provision of this APP EULA is held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of all other provisions of this APP EULA shall not be affected thereby. This APP EULA constitutes the entire agreement between you and Hotwire regarding its subject matter, and it supersedes any prior agreements, whether written or oral, relating to the subject matter of this APP EULA. Hotwire reserves the right to update, revise, supplement, and/or otherwise modify this APP EULA (any or all being an "Update") from time to time. Your downloading, installation, and/or continued use of the APPs following any Update constitutes your acceptance of such Update.

**App Developer Contact Information.** Hotwire Communications is the developer of the APPs and is located at 2100 West Cypress Creek Road, Fort Lauderdale, FL 33309; telephone number 800-355-5668. Your questions, complaints, or claims with respect to the APPs should be directed via email to [legaldepartment@hotwirecommunication.com](mailto:legaldepartment@hotwirecommunication.com).

APP EULA effective date May 1, 2018