

HOTWIRE MOBILE APPLICATIONS TERMS AND CONDITIONS OF ACCEPTABLE USE

1. TERMS AND CONDITIONS OF ACCEPTABLE USE

By downloading, browsing, accessing, or using Hotwire Mobile Applications (the "APP" or "APPS"), you agree to be bound by these Hotwire Mobile Applications Terms and Conditions of Acceptable Use ("APP Terms"). We reserve the right to amend these APP Terms at any time. If you disagree with any of these APP Terms, you must immediately discontinue your access to and use of the APPs. Your continued use of the APPs constitutes acceptance of these APP Terms, as may be amended from time to time.

2. DEFINITIONS

In these APP Terms, the following capitalized terms shall have the following meanings, except where the context otherwise requires:

"**Account**" means an account created by a User on the APP as part of Registration.

"**Merchant**" refers to any entity whose products can be accessed or purchased (as the case may be) via the APPs.

"**Services**" means all services provided by Hotwire Communications via the APPs to Users, and "Service" means any one of them,

"**Sign Up**" means to create an Account on an APP, and "**Registration**" means the act of creating such an Account.

"**Users**" means users of an APP, including you, and "User" means any one of them.

"**We**" means Hotwire Communications, Ltd., its parents, subsidiaries, divisions, and affiliates.

3. THE APPS AND THE SERVICES

3.1 *Applicability of terms and conditions:* The use the APPs is subject to these APP Terms.

3.2 *Location:* The APPs are intended solely for use by Users who access and use an APP within the continental United States ("U.S."). We make no representation that APPs are available or otherwise suitable for use outside of the U.S. If you access APPs from locations outside of the U.S., you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.

3.3 *Scope:* The APPs are strictly for your use in your capacity as an active Hotwire subscriber. The APPs must not resold or used for purposes, business or personal, unrelated to your authorized use of Hotwire products and services.

3.4 *Prevention on use:* We reserve the right to prevent you using an APP (or any part of it).

3.5 *Equipment and Networks:* The provision of the APPs does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the APPs or the eligible Services. To use the APPs or Services, you will require Internet connectivity and appropriate telecommunication links.

You acknowledge that the terms of service with your respective mobile network provider will continue to apply when using the APPs. As a result, you may be charged by your mobile network provider for access to network connection services for the duration of the connection while accessing the APPs or any such third party charges as may arise. You accept responsibility for any such charges that arise.

3.6 *Permission to use APPs:* If you are not the bill payer for the mobile telephone or device being used to access the APPs, you will be assumed to have received permission from the bill payer for using the APPs.

3.7 *License to Use Material:* By submitting any text or images (including photographs) ("**Material**") via an APP, you represent that you are the owner of the Material, or have proper authorization from the owner of the Material to use, reproduce, and distribute it. You hereby grant us a worldwide, royalty-free, perpetual, non-exclusive license to use the Material to promote any products or services.

4. LOCATION ALERTS AND NOTIFICATIONS

4.1 You agree to receive notifications (“Location Alerts”) on the APPs if you have turned on locational services on your mobile telephone or other handheld devices.

5. YOUR OBLIGATIONS

5.1 *Merchant terms*: You agree to (and shall) abide by the terms and conditions of the relevant Merchant, as may be amended from time to time.

5.2 *Accurate information*: You warrant that all information provided upon Sign Up and Registration and contained as part of your Account is true, complete, and accurate, and that you will promptly inform us of any changes to such information by updating the information in your Account.

5.3 *Prohibitions in relation to usage of APPs or Services*: Without limitation, you undertake not to use or permit anyone else to use the APPs or Services:

- a) to send or receive any material which is not civil or tasteful;
- b) to send or receive any material which is threatening, grossly offensive, of an indecent, obscene or menacing character, blasphemous or defamatory of any person, in contempt of court or in breach of confidence, copyright, rights of personality, publicity or privacy, or any other third party rights;
- c) to send or receive any material for which you have not obtained all necessary licenses and/or approvals (from us or third parties); or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
- d) to send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- e) to cause annoyance, inconvenience or needless anxiety;
- f) to intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- g) for a purpose other than which we have designed them or intended them to be used;
- h) for any fraudulent purpose;
- i) other than in conformance with accepted Internet practices and practices of any connected networks;
- j) in any way which is calculated to incite hatred against any ethnic, religious or any other minority or is otherwise calculated to adversely affect any individual, group or entity; or
- k) in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure.

5.4 *Prohibitions in relation to usage of the APPs or Services, additional*: Without limitation, you further agree not to, or permit anyone else to:

- a) resell any products;
- b) furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;
- c) attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorized to access, or probe the security of other networks;
- d) execute any form of network monitoring which will intercept data not intended for you;
- e) enter into fraudulent interactions or transactions with us or a Merchant (including interacting or transacting purportedly on behalf of a third party where you have no authority to bind that third party or you are pretending to be a third party);
- f) extract data from or hack into the APPs;
- g) use the APPs or Services in breach of these APP Terms;
- h) engage in any unlawful activity in connection with the use of the APPs or the Services; or
- i) engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the APPs or Services.

6. RULES ABOUT USE OF THE SERVICE AND THE APPS

6.1 We will use reasonable efforts to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the APPs will be free of faults, and we do not accept liability for any such faults, errors, or omissions. In the event of any such fault, error, or omission, you should report it by contacting Hotwire at legaldepartment@hotwirecommunication.com.

6.2 We do not warrant that your use of the APPs or the Services will be uninterrupted, and we do not warrant that any information (or messages) transmitted via the APPs or the Services will be transmitted accurately, reliably, in a timely manner, or at all. Notwithstanding that we will try to allow uninterrupted access to the APPs or the Services. Access to the APPs and the Services may be suspended, restricted, or terminated at any time.

6.3 We do not give any warranty that the APPs are free from viruses or anything else which may have a harmful effect on any technology.

6.4 We reserve the right to change, modify, substitute, suspend or remove without notice any information on the APPs from time to time. Your access to the APPs and/or the Services may also be occasionally restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the APPs at any time.

6.5 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these APP Terms.

7. SUSPENSION AND TERMINATION

7.1 If you use (or anyone other than you, with your permission uses) the APPs or any Services in contravention of these APP Terms, we may suspend or terminate your use of the APPs and/or Services.

7.2 If we suspend an APP, we may refuse to restore the APP for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these APP Terms.

7.3 We shall fully co-operate with any law enforcement authorities or court order requesting or directing Hotwire to disclose the identity or locate anyone in breach of these APP Terms.

7.4 Without limitation to anything else in this Clause 7 and in our sole discretion, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend APPs; (b) suspend your use of APPs; (c) suspend the use of APPs for persons we believe to be connected (in whatever manner) to you, and/or (d) terminate your access to APPs, if:

- 1) you commit any breach of these APP Terms;
- 2) we suspect, on reasonable grounds, that you have, might or will commit a breach of these APP Terms; or
- 3) we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

7.5 Hotwire's rights under this Clause 7 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

8. DISCLAIMER AND EXCLUSION OF LIABILITY

8.1 The APPs, the information on the APPs, and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

8.2 To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the APPs and their content, including in relation to any inaccuracies or omissions in the APPs, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement, or implied warranties from course of dealing or usage of trade.

8.3 We do not warrant that the APPs will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code, or that the APPs will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities, and failure of information technology or telecommunications equipment or facilities.

8.4 While we may use reasonable efforts to include accurate and up-to-date information on the APPs, we make no warranties or representations as to its accuracy, timeliness, or completeness.

8.5 We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential, or punitive damages, howsoever caused, resulting from or in connection with the APPs and the services offered in the APPs, your access to, use of, or inability to use the APPs or the services offered in the APP, reliance on or downloading from the APPs and/or services, or any delays, inaccuracies in the information, or in its transmission including but not limited to damages for loss of business or profits, use, data, or other intangibles, even if we have been advised of the possibility of such damages.

8.6 We shall not be liable in contract, tort (including negligence or breach of statutory duty), or otherwise, howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the APPs and these APP Terms. For the purposes of these APP Terms, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

8.7 The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

8.8 Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the APPs, or electronic mail transmitted to and from us, will not be monitored or read by others.

9. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the APPs and/or Services, (b) any other party's use of the APPs and/or Services using your user ID, verification PIN and/or any identifier number allocated by Hotwire Communications, and/or (c) your breach of any of these APP Terms, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 All editorial content, information, photographs, illustrations, artwork, and other graphic materials, and names, logos, and trade marks on the APPs are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers. These works, logos, graphics, sounds or images may not be copied, reproduced, sold, retransmitted, distributed, disseminated, published, broadcasted, or circulated, whether in whole or in part, unless expressly permitted by us and/or our suppliers.

10.2 Nothing contained on the APPs should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the APPs without our written permission. Misuse of any trademarks or any other content displayed on the APPs is prohibited.

10.3 We will not hesitate to take legal action against any unauthorized usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

11. AMENDMENTS

11.1 We may periodically make changes to the contents of the APPs, including to the descriptions and prices of goods and services advertised, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the APPs.

11.2 We reserve the right to amend these APP Terms from time to time without notice. The revised APP Terms will be posted on the APPs and shall take effect from the date of such posting. You are advised to review the APP Terms periodically as they are binding upon you, and your continued use of the APPs constitutes your acceptance of the amended APP Terms.

12. APPLICABLE LAW AND JURISDICTION

12.1 You agree that the laws of the state of Florida shall apply to all matters relating to the use of the APPs, without regard to the conflicts or choice of law principles.

12.2 You agree to submit to the exclusive jurisdiction of the state and federal courts of the county of Broward, state of Florida, with respect of any dispute arising out of and/or in connection with these APP Terms.

Copyright © 2018 Hotwire Communications. All rights reserved.