



# Merchant Terms of Service Agreement

## General Information

This Customer Terms of Service Agreement ("Agreement") is between nConnections (HotAir Network Group, Inc.), a Florida corporation, hereinafter called "Company", and the Merchant that has signed the CoGoBuzz Master Agreement ("Customer"), collectively referred to as "Parties" and sometimes referred to individually as "Party".

## RECITALS

Company is engaged in the business of providing high speed wired and wireless internet connectivity services and equipment ("Company's Business") to persons and entities throughout the United States of America, and Customer desires to obtain Company's services as well as access to Guest User Data and site-based equipment as installed and operated by Company.

Further, Customer acknowledges that this Agreement is binding and, as such, the Agreement must be transferred, intact and non-negotiable, with any change of control of Customer, Customer Management, or Customer Responsibilities, and documentation of assignment must be provided to Company by the current Customer prior to the transfer.

## AGREEMENT

NOW THEREFORE, in consideration of their mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, Company and Customer agree as follows:

### 1. Agreement

This Agreement, including all schedules and exhibits attached hereto, which are incorporated herein by reference, shall be deemed the sole and entire agreement between Company and Customer with respect to any related products or services (the "Service"), and any applicable utilization of Guest User Data, as defined herein, to Customer. This agreement governs both Company's service and any Company-approved or Company-branded devices used with Company's Service.

It is understood and agreed that the obligations of Company hereunder are expressly conditioned upon Customer's performance of its obligations, compliance with the utilization of any provided Guest User Data, and payment of the amounts set forth in the Master Agreement, to which this Customer Terms of Service Agreement is attached. Unless expressly set forth herein, it is understood and agreed that Company shall have no other or further obligations to Customer.

### 2. Definitions

The following terms shall be defined as follows for the purposes of the Agreement:

- 2.1. **CoGoBuzz Operator (Operator)** – means an individual authorized to manage the configuration of one or more CoGoBuzz devices in a CoGoBuzz Solution. Operators have access to a management application (the Web Account) that can modify the behavior, general configuration, access methods, status, monitoring, reporting, and other device management functions of all Devices in which the Operator has been granted operator privileges.
- 2.2. **CoGoBuzz Solution** – means one or more networking devices, software, network based applications, end user device applications, procedural steps and professional services that result in providing high speed wired and/or wireless access necessary to provide connectivity from the Customer facility to the internet for multiple purposes.
- 2.3. **CoGoBuzz User (User)** – means an individual connecting to the Internet via the CoGoBuzz Solution. Users can have many forms of connecting to the internet, including, but not limited to, wireless, wired, or an infrastructure

including both wireless and wired. Users can have multiple methods for gaining access to the Internet that provide for various levels of security and permissions for the usage of the network. Users and groups of users can be associated and managed with a common set of behaviors, permissions, and access.

- 2.4. **Device** – means hardware and equipment provided by Company as part of the provisioning of Service to Customer.
- 2.5. **Extended User Information** – means data, information, behavior, associations, collections, derived data, meta-data, patterns, and other forms of collected data, both during, or after gaining access to the CoGoBuzz Solution, that is deemed to represent user personal information that may not be generally known, and which will provide insight into a user, or access to a user, that might be considered invasive if not authorized by the user. This data would include, but is not limited to: full name, email address(es), phone number(s), complete social media profile data, and available associated information, on any related social networking service (e.g., Facebook, Twitter, Instagram, etc.).
- 2.6. **Extended User Information Access** – means privileges granted to individuals or entities that will allow access to Extended User Information.
- 2.7. **Guest User Data** – means the combination of User Information and Extended User Information.
- 2.8. **Master Agreement** – means the original order agreement which details the Service(s) ordered and their associated costs.
- 2.9. **Operator** – see CoGoBuzz Operator.
- 2.10. **Order Date** – means the date Customer signs and accepts the Master Agreement, or the date Company processes Customer’s payment, whichever is later.
- 2.11. **Service Plan** – means ...
- 2.12. **Service** – means the services provided by Company to Customer in accordance with a CoGoBuzz Solution Service Plan.
- 2.13. **Special Service Offer** – means services sponsored or co-branded by Company’s business partners, which may be offered under special or different terms and conditions to these Terms of Service.
- 2.14. **User** – see CoGoBuzz User.
- 2.15. **User Information** – means data, information, behavior, associations, collections, derived data, meta-data, patterns, and other forms of collected data that is deemed to be directly associated with the act of gaining access to the CoGoBuzz Solution. This data would include, but is not limited to: general user identity (i.e. name/identity, as provided), time of access, duration of access, method of access, specific service(s) accessed, general activity while connected to the CoGoBuzz Solution, utilization of the CoGoBuzz Solution (bandwidth, data statistics), and other network-based activities.
- 2.16. **Web Account** – means the web-based software application portal through which CoGoBuzz Operators manage their CoGoBuzz Solution.

### 3. Special Service Offers

From time to time, Company may offer special or different terms and conditions for services sponsored or co-branded by Company’s business partners (“Special Service Offers”). By subscribing to a Service under these Special Service Offers, the terms of service for such Special Service Offers (“SSO-TOS”) shall apply and supersede these Terms of Service where any conflict would otherwise arise. Notwithstanding anything to the contrary set forth herein, if Customer’s relationship to Company is governed by an SSO-TOS, then any Service that Customer adds to Customer’s relationship with Company will be governed by that SSO-TOS. To the extent the SSO-TOS does not address the additional Service to which Customer subscribes, the then-current Company Terms of Service will apply, solely with respect to that additional Service. If Customer terminates the Service under the Special Service Offer and subscribes to a different Service Plan for Customer’s Service from Company, the SSO-TOS will no longer govern

the provision of Customer's Service from Company. Instead, the terms of service for the new Service Plan will apply to all of Customer's Services from Company.

## 4. Revisions to these Terms of Service

From time to time, Company may revise these *Customer Terms of Service*, *Company's Reasonable Use Policy*, *Company's Privacy Policy*, and other policies. Company will provide notice of such revisions by posting them to Company's website, and/or by delivering them via email to the email address provided by Customer to receive communications from Company, and/or by posting them to Customer's Web Account. Customer agrees to visit Company's website and Customer's Web Account periodically and to check Customer's email inbox to review any such revisions. Customer also agrees to notify Company immediately of any changes to Customer's email address. By continuing to use Company's Service after revisions are effective, Customer accepts and agrees to abide by those revisions.

By subscribing to Company's Service, Customer agrees that Company may provide to Customer, by use of electronic communications as described in the preceding paragraph, required notices, agreements, and other information concerning Company, including changes to these *Customer Terms of Service*, *Reasonable Use Policy*, and *Privacy Policy*.

## 5. Customer Service

Company offers varying types and levels of customer service, which are dependent upon a number of factors, including the Service Plan to which Customer is subscribed, and the problems Customer is experiencing. For more information on Company's customer service, please review the "Support" section of Company's web site at [www.nconnections.com](http://www.nconnections.com). Company assumes no obligation to provide support services for any third party products or services, nor for problems with Company's Service which are caused by third party products or services.

Unless Customer has entered into a separate services agreement with Company, Company may change the customer service options at any time.

## 6. Introductory Offer

### 6.1. Services Covered by the Introductory Offer and the Introductory Offer Time Period

If a time-limited special offer ("Introductory Offer") applies to Customer's first order from Company, the Order Date is the date Customer orders the Service, or the date Company successfully processes Customer's payment, whichever is later. The Order Date is not the day Customer receives any Service-related Devices that Customer ordered, nor is it the first day Customer uses the Service. If Customer's initial order includes multiple Devices, or if Customer orders additional Devices at any time within the Introductory Offer period, only one Device (the "Initial Device") will be eligible for the Introductory Offer.

### 6.2. Terms of 30 day Introductory Offer

Company will either waive or credit the monitoring fee Customer pays on the Initial Device for thirty (30) days from Order Date (as defined in Section 6.1, above).

### 6.3. Restrictions Applicable to Introductory Offer

Violations of Company's Reasonable Use Policy may result in voiding the Introductory Offer fee waivers and/or credits. Customer agrees that in the event of violations of Company's Reasonable Use Policy, any waived or credited Service fees shall be reinstated, and that Customer shall be responsible for all charges related thereto, in addition to any other remedies as outlined in the Reasonable Use Policy.

### 6.4. Other Restrictions

Company reserves the right, at its sole discretion, not to honor the Introductory Offer, or any other promotion, for any Customer who, directly or indirectly, demonstrates a pattern of activating and then terminating service within thirty (30) days after the Order Date in connection with an Introductory Offer, or similar offer, unless such pattern is based on a Company-acknowledged technical cause, a force majeure event or other basis that Company, in its sole discretion, deems reasonable.

## 7. Length of Service

### **7.1. Service Term**

The term of this Agreement (the "Term") corresponds to the period of time for which Company will bill Customer periodically in advance (for example, "one month," or "one year"), or for the length of time specified in the Service Plan Customer selects when Customer initiates service with Company. The Term begins on Customer's Order Date, or the date Company successfully processes Customer's payment, whichever is later. It is not the day Customer receives any Service-related Devices Customer ordered, nor is it the first day Customer uses the Service. Customer's Service will continue until canceled by Customer or by Company, as provided for herein. Please note that Customer's obligations begin on the Order Date, until otherwise terminated as described herein. If the Service Plan is changed, whether by Customer or by Company, the Term and monthly rate may change (depending on the new Service Plan), and additional terms and conditions, which are associated with that new or updated Service Plan, may apply. Customer's acceptance of Service from Company constitutes Customer's agreement with, and acceptance of, Company's current Reasonable Use Policy and Company's Privacy Policy, which may be found on Company's website at [www.nconnections.com](http://www.nconnections.com).

### **7.2. Automatic Renewal**

Customer's Service Plan automatically renews for the Term Customer originally selected unless Customer contacts us in writing to cancel the Service before the end of the then-current Service's Term. The renewal Term begins on the day after the last day of the current Service Term's expiration.

## **8. Service Plan Changes**

Any changes to Customer's Service Plan must be made by providing a thirty (30) day notice to Company's Customer Care Department via telephone or email. The contact information for Company's Customer Care Department can be found on Company's website at [www.nconnections.com](http://www.nconnections.com).

## **9. Service Termination**

### **9.1. Written Notice Required**

In order to terminate the Service, Customer must contact Company's Customer Care Department in writing. Simply unplugging, disconnecting or returning the Device(s) to Company, or to one of Company's partners, will not terminate the Service, and Customer will remain responsible for all charges and fees associated with Customer's account, including, but not limited to, monthly recurring fees for Customer's selected Service Plan. In addition, Customer may also be disqualified from any applicable promotions, including Introductory Offers as described in Section 6.

### **9.2. Early Termination Fees**

If Customer's Service Plan is provided on a month-to-month basis, such Service Plan will only be terminated upon Customer's written notice, upon receipt of which by Company, Customer's Service Plan will be terminated at the end of the current billing cycle. For Order Dates on or after January 1, 2015, Customer may be charged an Early Termination Fee, per Device, as applicable, per the Service Plan Customer selects, if the Service is disconnected prior to the end of the Term. Some Service Plans will not require a term commitment, and as such will not have an Early Termination Fee. Section 4(D) sets forth more detailed information and the proration schedule for Early Termination Fees.

### **9.3. Company's Right to Disconnect Software; Upgrade Software**

Company reserves the right to suspend or discontinue Service generally, or to disconnect Customer's Service, at any time. In addition, Company reserves the right to immediately disconnect Customer's Service at any time and without notice under the following circumstances. Customer also agrees that Company's action or inaction under this section does not constitute any review or approval of Customer's action, or use, or content.

#### **9.3.1. Unlawful or inappropriate use.**

If Company determines, in Company's discretion, that Customer has used Company's Service or the Device for an unlawful or inappropriate purpose, or if Company determines that Customer's usage does not conform to the requirements in this TOS, or that it interferes with Company's ability to provide service to Customer or to others, then Company may immediately disconnect Customer's Service at any time, without notice. In addition, Customer shall not use the Service or the Device to: impersonate another person; send bulk unsolicited

messages; use robots, data mining techniques or other automated devices or programs to catalog, download, store or otherwise reproduce or distribute information from the Service or use any such automated means to manipulate the Service; use the Service to violate any law, rule or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to the Service. Subject to applicable law, Company may, but is under no obligation to, monitor usage of the Service for violations of this Agreement. Company may remove or block any or all communications if Company suspects a violation of this Agreement or if Company deems it necessary in order to protect the Service, or nConnections, its parent, affiliates, directors, officers, agents and employees from harm.

#### **9.3.2. Non-payment.**

If any charge to Customer's payment method is declined or reversed, or if Customer's payment method expires and Customer has not provided us with a valid replacement payment method, or in case of any other non-payment of account charges.

#### **9.3.3. Violation of laws.**

If Company determines that Customer has used the Service or the Device in violation of laws of jurisdictions outside of nConnections service areas.

#### **9.3.4. Inconsistent usage.**

If Company determines that Customer's use of the Service, features, or the Device is, or at any time was, inconsistent with normal usage patterns for the type of Service or Service Plan that Customer purchased, or that Customer has, at any time, used the Service, feature or the Device for any of these or similar activities.

#### **9.3.5. Tampering.**

If Company determines that Customer has tampered with any Device provided as part of the Service.

### **9.4. Fees Upon Disconnection**

There are no additional fees associated with terminating the Service. If Customer received any Device(s) as part of a promotion, or at a discount, Customer may be billed for the difference between the promotional price and the advertised regular price, unless all such Device(s) are returned in good, working condition.

### **9.5. Device Credit**

If Customer cancels the Service within any applicable Introductory Offer period, Customer may obtain a credit or a refund for the amount paid for the Device(s) (if any) upon shipping the Device(s) back to Company. Note this refund shall not apply if Device(s) are not returned in good, working condition.

## **10. Devices Received from Company**

### **10.1. Limited Warranty**

Except as set forth in these Customer Terms of Service, if Customer received a Device from Company and the Device included a limited warranty from a third party (such as the manufacturer) at the time Customer received it, Customer should read the separate limited warranty document received with the Device for information on the limitation and disclaimer of certain warranties. Company will provide a limited warranty on the Device, covering only manufacturing defects, for a period of one (1) year from the Order Date. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

### **10.2. Repair or Replacement**

Customer's only remedy for any breach of any limited warranty or other breach of any duty regarding a Device is to obtain a repaired or replacement Device by following Company's return procedures as directed by Company's Customer Care Department. This limited warranty applies in place of the limited warranty included with the Device, if the limited warranty included with the Device is less favorable to Customer than this warranty.

### **10.3. Receipt of Damaged Devices**

If Customer receives Device shipments that are visibly damaged, Customer must note the damage on the carrier's freight bill or receipt, and keep a copy. Customer must also keep the original carton, all packing materials, and parts in the same condition in which they were received from the carrier. Customer must then contact Company's

Customer Care Department for Device replacement.

#### **10.4. Ownership and Risk of Loss**

Customer will own any purchased Device(s) and bear all the risk of loss, theft, or damage. Customer assumes this risk from the time Company ships the Device(s) to Customer.

#### **10.5. Device Updates**

From time to time, the software and/or firmware running inside the Device(s) may need to be updated. Such updates occur automatically, and typically take a few minutes. During this time, wireless connectivity may be temporarily disabled.

#### **10.6. Tampering with the Device**

Customer may not change the electronic serial number, equipment identifier, encryption keys, other authentication, technical data of the Device, or perform a factory reset of the Device without first getting Company's written consent.

#### **10.7. Prohibited Devices**

Customer is prohibited from using the Service with any devices other than Company approved Devices which are received either from Company authorized resellers, or from Company directly.

#### **10.8. Disclaimer**

OTHER THAN EXPRESS WARRANTIES FOR THE DEVICE IN THE DOCUMENTATION THAT COMES WITH THE DEVICE, AND THE RETAIL CUSTOMER LIMITED WARRANTY IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, AVAILABILITY, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THIS SECTION DOES NOT LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY IN THE DOCUMENTATION PROVIDED WITH YOUR DEVICE.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **11. Fees, Taxes and Other Charges**

### **11.1. Fees and Charges**

Company will publish on its web site the fees and charges. These fees and charges may change from time to time. Company may introduce new products and services at special introductory pricing. At Company's discretion, Company may change introductory pricing. Where required by law, Company will send notification of invoices to Customer's email address on file with Company. Company reserves the right to bill Customer more frequently if Customer owes Company more than \$75.

### **11.2. Taxes**

State and local governments may assess taxes, surcharges, or fees, or all of these, on Customer's use of the Service. These charges may be a flat fee or a percentage of Customer's charges by Company, and may change without notice. These charges are based on the rates applicable to the address Customer provides to Company. Customer is responsible for all applicable taxes, fees, or charges for Customer's order, use, or payment for the Service or the Device(s). These amounts are in addition to the payment for the Service or Device(s). Company will bill these charges to Customer's selected payment method according to the terms in this Customer Terms of Service Agreement. If Customer is exempt from payment of any of these taxes, Customer must provide Company with an original certificate that satisfies the legal requirements attesting to tax-exempt status. Such certificates may be submitted to Company through regular postal mail or other carrier to:

HotAir Network Group, Inc.  
Attn: Tax Manager  
587 W Eau Gallie Blvd., Suite 104

Melbourne, FL 32935

Tax exemption will only apply from the date Company receives Customer's certificate, and only for the term specified by such certificate.

### **11.3. Activation and Shipping Fees**

Unless such fee is changed or waived by Company as part of an Introductory Offer, Company will charge Customer a one-time activation fee of up to \$30.00 per Device for residential and business accounts, as well as any other activation fee that may apply to the particular features or Service Plan that Customer select.

Unless such fee is changed or waived by Company as part of an Introductory Offer, Company will charge Customer the then-current shipping fees per Device shipped.

### **11.4. Rebate and Other Recovery Fees**

If Customer purchases a product or service for which a rebate or benefit is provided, which is dependent upon Customer maintaining the Service for a particular length of time, and if Customer terminates the Service before the end of that period, Customer agrees to pay Company an applicable recovery fee. A recovery fee is equal to the difference between the price Customer paid to Company and the advertised regular price of the product or service at the time Customer received it. Any recovery fees are cumulative and are in addition to any other amounts Customer may owe Company, including any Early Termination Fees. For example, if an offer or promotion provides a rebate for a wireless device, and discloses that a rebate recovery fee is applied if the service is disconnected prior to a minimum required period, Customer would be charged the applicable rebate recovery fee.

### **11.5. No Credit Allowances or Refunds for Prepaid Service Plan Customers**

Subject to the provisions of this Agreement and any applicable law, Company will neither credit nor refund any service fees or any other amounts Customer pays for any prepaid Service Plans.

### **11.6. No Credit for Non-Usage**

Non-usage of the Service does not entitle Customer to a credit for, or refund of, any portion of a payment made to Company.

## **12. Privacy**

Company's Service uses, in whole or in part, the public Internet, the public switched telephone network, and third party networks, to transmit voice, data and other communications. Company is not liable for any lack of privacy which Customer or its Users may experience from using the Service. Please refer to Company's Privacy Policy on Company's website at [www.nconnections.com](http://www.nconnections.com) for additional information, such as how Company uses Customer's information and how Customer can opt out of receiving marketing messaging. Customer's acceptance of Service from Company constitutes Customer's agreement with, and acceptance of, Company's Privacy Policy.

### **12.1. Specific Authorizations**

Customer authorizes Company to:

- Investigate and/or review Customer's credit history, including requesting a consumer report, both when Customer signs up for the Service and at any time thereafter, for any legal purpose, including, but not limited to, Customer's initial qualification for an account, Customer's continued compliance with the terms of Customer's account, and general customer base evaluation purposes not specifically associated with Customer's account; and
- Share credit information about Customer with credit reporting agencies. Upon Customer's request Company will inform Customer whether or not Company has requested a consumer report, and if a report was requested, the name and address of the consumer reporting agency that furnished the report.

In addition, Customer acknowledges Company may monitor calls for quality assurance, training and testing purposes.