

# USER TERMS OF AGREEMENT & PRIVACY POLICY

Pursuant to contract between the operator of a host location (the "Location") and SysTec Wireless Communications, LLC, (the "WISP"), the WISP agrees to provide Users ("Users") of the Location with access to the WISP's unencrypted Wi-Fi network ("Network").

These User Terms of Agreement and Privacy Policy ("Terms") govern User access to and use of WISP's Network. By accessing the Network, all Users agree to these Terms.

## Generally

Users who are granted temporary access through a complimentary wireless Network accessible from the Location premises are expected to adhere to the following appropriate use rules:

1. User use is for temporary Internet access only.
2. Users are responsible for all activity that occurs under their access.
3. Unauthorized access to institutional system records and information is prohibited.
4. Users must maintain user id and password security and must not disclose or share their user id or password to anyone.
5. Users may not engage in any use of WISP Network resources for illegal activities, such as peer-to-peer file sharing of copyrighted works, including music, pictures, movies, games and other materials.
6. Users must abide by all applicable federal and state laws and regulations.
7. WISP network accounts, websites and network systems may not be used for private commercial purposes, including installing or running personal programs.
8. The transmission or reception of obscene, offensive, fraudulent, threatening and discriminatory information is prohibited.
9. Hosting games and other recreational programs that use excessive bandwidth is prohibited at all times.
10. Viewing or downloading child pornography is a federal criminal offense and prohibited. Violators will be prosecuted to the fullest extent of the law.
11. No one is to aid or act in conspiracy with another to violate any item under these Terms.
12. Users must abide by these Terms.

## Description of the Network

The Network is provided by WISP and allows Users to access the Internet via certain WISP access points at the Location. This access is provided via a Wi-Fi network using an 802.11 standard. To access the Network, Users must have a device that is compatible with the specific Wi-Fi equipment deployed at the Location.

The Network is intended for the limited purposes of allowing access to the public Internet for e-mail and web browsing. The Network is not intended for high-bandwidth applications, such as video streaming.

## Operational Limits of the Service

Network provisioning is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Connection speed may not be suitable for some applications, and particularly those involving real-time or near real-time, high-

bandwidth uses, such as video streaming or video conferencing. Users understand and agree that temporary interruptions of the Network may occur as normal events in provision of the Network and that WISP will not be liable for such interruptions. Users further understand and agree that WISP has no control over third-party networks or websites accessed in the course of Network use, and therefore, delays and disruptions of other network transmissions are beyond the control of WISP. WISP will not be liable for any failure of performance, if such failure is due to any cause beyond WISP's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, delays, or delays caused by Users or Users' equipment.

## **Information/Password Security**

All information requested by and provided to WISP must be accurate, including name, cell phone number, cell phone carrier and e-mail address information ("Registration Data"). Users shall not share log in credentials, user names, user ids or passwords with any other individuals. Users are solely and fully responsible and liable for all activities that occur under their usage.

## **General Use Restrictions**

Subject to User acceptance of and compliance with these Terms, Users are hereby granted the right to use the Network for the limited purposes of allowing access to the public Internet for e-mail and web browsing. The Network is provided for the sole use by the self-registered User. The Network is not intended for high-bandwidth applications, such as video streaming. Users are granted access during the hours of availability outlined on the User registration webpage.

## **Responsible Use**

1. Users are expected to use good judgment and reasonable care in order to protect and preserve the integrity of WISP equipment, its data and software, and its access.
2. Users must not use or access the WISP Network in a manner that:
  - a. Violates applicable laws, regulations, contractual agreements, WISP policies or standards; or
  - b. Causes damage to or impairs the WISP Network or the productivity of WISP users through intentional, negligent or reckless action.
3. Users must take reasonable precautions to avoid introducing harmful software, such as viruses, into the WISP Network.
4. Users must take reasonable precautions to ensure their personal devices (e.g., computers, tablets, smart phones) are secure before connecting to the WISP Network.
5. Users who publish or maintain information on WISP Network are responsible for ensuring that information they post complies with applicable laws concerning copyrighted material and fair use of intellectual property.
6. Software must be used in a way that is consistent with the relevant license agreement. Unauthorized copies of licensed or copyrighted software may not be created or distributed.
7. A user who has knowledge (or reasonable suspicion) of a violation of this policy must report the violation by sending an email to: [info@systemwifi.com](mailto:info@systemwifi.com). A user must not prevent or obstruct another user from reporting a security incident or policy violation.

## **Limitation of WISP Liability**

WISP shall not be liable for any damages suffered as a result of User usage of the Network. Moreover, in no event shall WISP be liable for any indirect, punitive, special, incidental or consequential damages (including, without limitation, loss of business, lost revenue, lost profits, loss of use, loss of data, loss of identity or other economic advantage), however they arise, whether for breach or in tort, even if WISP has been previously advised of the possibility of such damage. WISP and Location are independent entities and WISP has no liability for any act or omission by Location.

## **Indemnity**

Users agree to indemnify and hold harmless the Location, the WISP and their respective employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of: (a) content submitted, posted, transmitted or otherwise made available through the Network; (b) User use of the Network; (c) violation of these Terms; (d) violation of the WISP Appropriate Use Agreement or WISP Responsible Use Policy; (e) violation of any rights of another; and (f) use of a User access by another individual whether or not such usage is expressly authorized by the registered User.

## **Liability of the User**

Users have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the Network and will not make a claim against WISP for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of the Network. Users agree to defend, indemnify and hold harmless WISP and its employees from, and covenant not to sue WISP for, any claims based on, or stemming from, use of the Network.

## **Dispute Resolution**

In the event of a disagreement that cannot be resolved informally, the User and WISP agree to resolve those disputes through mediation prior to filing any lawsuit. The cost of a mutually agreed-upon mediation shall be shared equally (though each party will bear their own attorney expenses). In the event mediation is unsuccessful and a lawsuit is filed, WISP, Location and Users agree that any such lawsuit must be filed in a court of competent jurisdiction located in Dallas County, Texas, and WISP, Location and Users all agree to submit to the personal jurisdiction of such courts. These Terms will be interpreted in accordance with the laws of the State of Texas, without regard to conflicts of laws.

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## **SWC Privacy Policy**

This is the date privacy policy (the "Privacy Policy") of SWC regarding your use of and access to the SWC's Network. By using our Network, you consent to our Network the Terms, including this Privacy Policy.

We will not sell, share, or rent this information to others in ways other than those outlined in this Privacy Policy. SWC collects information from our users at several different points on the Network. Personal Information (defined below) provided by users will be used by SWC to improve the Network and provide a more personalized experience for the user, but information which identifies a specific individual will not be

disclosed to others without the user's permission unless necessary to provide services which the user has requested.

This online privacy policy applies only to information collected through our Network and not to information collected offline.

SWC is based in Missouri and is only required to comply with applicable state and federal data and privacy laws. Do not use the Network or if any provision of this Privacy Policy does not comply with any laws of your jurisdiction.

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### **What kinds of information and data do we collect?**

We may ask for certain personal data to make our services available to you. We only ask for information associated with your account or the administration. When ordering or registering on our Network, as appropriate, you may be asked to enter your: name, e-mail address, phone number or credit card information. You may, however, visit our Network anonymously. SWC will retain your personal data only for as long as is necessary for the purposes detailed in this Privacy Policy. The minimum information that SWC Inc requires is an e-mail address for registration and contact purposes. We may also ask for payment and business information for invoicing purposes.

In addition, from our Network SWC collects personal data through form submissions, primarily for the purpose of enabling the purchase of services and engaging in support. SWC also collects anonymous information about how visitors use our Network; for example, SWC utilizes analytics software to track, in aggregate, the number of unique views received by the pages of the Network, the domains from which users originate along with many other analytical data points. Through the use of analytics software, the SWC Network may use "cookies" to assist the tracking of how users engage our Network.

We collect information from you when you register on our Network, contact us, respond to a survey or fill out a form. When registering on our Network, you may be asked to enter your: name, e-mail address, phone number or credit card information. You may, however, visit our Network anonymously.

Depending on which Services or products you use, we collect different kinds of information from or about you. SWC may collect Personal Information. SWC will also automatically gather and store it in log files: IP addresses, browser types, ISPs, referring/exit pages, operating systems, date/time stamps, and movements around the Network. The Network also gathers demographic information and other information from you based on your responses to surveys and similar Network services. At no time will SWC require a child to disclose more information than is reasonably necessary in an activity as a condition of participation.

We are a Zero-Log service provider and do not keep records of your traffic, browsing, or activity while using our services. We do analyze Network functionality for performance for purposes of improving our service offerings to our customers. Our priority is to educate and make it easy for customers to understand what data we collect, why we collect it, and how we use it.

### **Who is collecting the data?**

SWC and collaborating third parties in order to provide service to our Users.

## **How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems and are required to keep the information confidential.

After a transaction, your private information (credit cards, financials, etc.) will not be stored on our servers.

## **Your Rights Regarding the Data We Collect**

With respect to the data we collect from you, you have the following rights:

- 1) the right to be informed about the data we collect;
- 2) the right to access and review the data we have collected from you;
- 3) the right of rectification or correction of any data we have collected from you;
- 4) the right to have any/all data we collect removed;
- 5) the right to restrict how we process data we collect from you;
- 6) the right to data portability;
- 7) the right to object to our collection of data; and
- 8) the right to prevent direct marketing, automated decision-making and profiling.

If you wish to take advantage of any of the above rights, please contact us and we will comply at no charge to you.

To review, request a copy of, or delete your account information you may contact us via e-mail at : [info@systemwifi.com](mailto:info@systemwifi.com).

## **Data Retention Period**

We typically maintain your data for as long as you use our Network and/or our services. We also reserve the right to retain any/all data from our users and former users indefinitely unless/until the user requests deletion of their data, or in the event we are legally required to remove the data, whichever occurs first.

We will generally only retain your Personal Information for so long as is necessary to fulfill the purposes for which it was collected, as set out under this section above. However, in the following circumstances, we may be required to retain, preserve or disclose your Personal Information for a longer period of time:

- in order to comply with applicable laws or regulations;
- in order to comply with a court order, subpoena or other legal process;
- in response to a request by a government authority, law enforcement agency or similar body (whether situated in your jurisdiction or elsewhere);
- where we believe it is reasonably necessary to comply with applicable laws or regulations; or
- in order to enforce the SWC Terms of Service or this Privacy Policy, protect our rights, property or safety, or the rights, property, or safety of our affiliate companies or other users of SWC.

## **How do we use collected information?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our Network, conducting our business, or

servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our Network policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

SWC uses the collected Personal Data to provide and maintain our Services and provide customer support for our Services. SWC will only use your Personal Data to provide you with news, special offers or general information only if you have willingly Opted In to receive such information.

SWC may collect and use your Personal Information for the following purposes:

**Providing and improving our products.**

We are able to deliver our Services, personalize content and make suggestions for you by using this information to understand how you use and interact with our Services and the people or things you're connected to and interested in on and off our Services. We also use information we have to provide shortcuts and suggestions to you. When we have location information, we use it to tailor our Services for you and others, such as helping you check in and find local events in your area or telling your friends that you are nearby. We conduct surveys and research, test features in development and analyze the information that we have in order to evaluate and improve products and services, develop new products or features and conduct audits and troubleshooting activities.

**To process transactions**

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

**Promoting safety and security.**

We use the information we have to help verify accounts and activity, and to promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our terms or policies.

**Communicating with you.**

We use your information to send you marketing communications, communicate with you about our Services and let you know about our policies and terms. We also use your information to respond to you when you contact us.

**Sending emails or pushing notifications**

We may occasionally also send emails such as company news, updates, related product or service information, etc., and we will use your basic Personal Information to respond to inquiries, questions, and/or other requests. We may also use your Information for the purpose of sending you direct marketing (whether by messaging within our services, by email or by other means) that offer or advertise our products and services and/or the products and services of selected third parties. You may at any time change your preferences or turn off notifications, which will alter or cease the specific notifications you receive. You may also cancel your account at any time, in which case we will cease sending you reminder emails, but you may continue getting shared content from others until you specifically turn off those notifications. We may use a third-party mailing list service for company announcements or occasional marketing emails, and you may need to unsubscribe from these emails separately than other types of emails.

**Collected Information.** SWC may collect information from you in several different ways including the following:

- **Requests.** When you request information from us, by phone or e-mail, through the Network, or by requesting to join our mailing list, we may collect certain personally identifiable information from you. If you respond to a survey or sign up contest or drawing, we may request certain Personal Information. We use this information to provide you with information, customer service, or other services related to your request.
- **Log Files.** As is true of most Networks, we gather certain information automatically and store it in log files. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and movements around the Network, and to gather demographic information about our user base as a whole. We do not link this automatically collected data to personally identifiable information.
- **Correspondence.** If you send us personal correspondence, such as an email or letter, we may collect such information into a file specific to you.
- **Third Party Referral.** We may collect certain personally identifiable information regarding you, when a third party may voluntarily provide such information, in particular when using the "Send to A Friend" option present on our mailings.
- **Links.** The Network may contain links to other sites. However, please be aware that SWC is not responsible for and cannot control the privacy policies of such other sites. We encourage you to be aware when you leave the Network, and to read the privacy policies of each and every web Network that collects personally identifiable information. This Privacy Policy applies solely to information collected by the SWC Network.

**Network Usage.** SWC may monitor your activities, preferences, and transactional data (such as your IP address) relating to your use of the Network and/or services and log this information. This information may be used to diagnose Network technical problems. We also use personal and non-Personal Information in aggregate or statistical form in order to improve our products, services and procedures. This means that information from many persons and/or web Network visits is grouped together in a way that does not disclose the Personal Information of any particular person. For example, we track how many people have expressed interest in a particular product and what kinds of web browsers are most often used when visiting our web Network. Among other things, this information helps us determine which of our products and services are successful and which should be changed or discontinued.

**Cookies.** Cookies are data files that are written onto your computer by a computer network or website and stay there unless they expire or are removed by you. Cookies enable us to recognize your computer when you revisit the Network and recall your Network preferences to enhance your experience in using the Network. We do not use cookies to collect or use any information about your visits to websites and do not knowingly allow any third party to create cookies or otherwise collect any information from our Network. Consult your browser Help menu to learn more about how you can configure your browser software to notify you when your computer receives a new cookie. Note that you may also be able to configure your browser to disable the creation of cookies entirely (although your full interactive use of the Network may be adversely impacted if you do this. For example, you may not be able to place on-line orders for our products.) This Privacy Policy covers the use of cookies by this Network only and does not cover the use of cookies by any advertisers or third parties.

**Web Beacons.** Web beacons are very small, invisible graphics present on web pages or emails that help us track when the page or email has been accessed. Some parts of the Network, emails and other files may use web beacons, also known as clear gif technology or action tags. We do not use web beacons to collect, use or store any Personal Information about you.

**Customer Service.** Based upon the personally identifiable information you provide us, we may send you a confirmation e-mail to act as a receipt of your purchase. We will also communicate with you in response to your inquiries and to provide the services you request.

**Business Services.** We will also communicate with you in connection with services you request from SWC.

### **California Online Privacy Protection Act Compliance**

Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent.

### **Disclosure of Collected Information**

- a. **Information from the Network.** SWC will never disclose to non-affiliated third parties without your prior approval your e-mail address, phone number, or other Personal Information that we collect via the Network. However, we reserve the right to outsource certain activities to certain third parties. In such cases, we strictly limit the information provided to these third parties to the minimum necessary for them to perform the functions for which we have retained them and prohibit them from using the information for any other purpose or retaining it after it is no longer needed.
- b. **Law Enforcement.** SWC, however, will cooperate with official law enforcement inquiries, such as fraud investigations and subpoenas, and will disclose your information when necessary to comply with state and federal laws and regulations.
- c. **Disclaimer.** We cannot ensure that all of your private communications and other Personal Information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose Personal Information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmission or private communications, or users may abuse or misuse your Personal Information that they collect from the Network.
- d. **Children 18 Years of Age and Younger.** You must be 18 or over to use the Network. We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our Network, products and services are all directed to people who are at least 18 years old or older.

### **Security**

SWC is committed to ensuring that your account information, including your customer information, is protected while you are on the Network. SWC uses appropriate and reasonable measures to maintain the security of your Personal Information. This includes procedures followed by our personnel to prevent data loss or theft, physical security of our servers and information stores and electronic security such as firewalls, password-protected databases and secure connections. SWC may use certain third parties for services such as advertising, marketing and subscription management. We only work with third parties whose privacy policies and security practices are equal to or more stringent than our own and who agree to strictly limit their use of the information we provide them to fulfill the functions for which they have been retained. You should be aware, however, that no data transmitted over the Internet, sent through the mail or stored on a computer is 100% secure and that we cannot guarantee the security of your personal data while in transmission to us. Public computers in particular should never be considered secure. You should never give out Personal Information on the Network, or its message board, in chat rooms and other publicly viewable locations. In addition, there exist malicious programs, typically called computer viruses or trojan horses, which can be used to capture information off your computer's hard drive or while



you are entering it into a web form or sending it by email. You should always use the appropriate anti-virus and personal security technology to protect yourself. Lastly, if you have been assigned a login ID and/or password for use on any SWC system (for example, a login for our web store to purchase products), you should never give out that information to others.

## **Enforcement**

If for some reason you believe SWC has not adhered to the principles of this Privacy Policy, please notify us, and we will do our best to determine and correct the problem promptly.

## **Notices and Contact**

Any notices or other communication required or permitted to be made or given by either Party pursuant to this Privacy Policy will be in writing, in English, and will be deemed to have been duly given when delivered if delivered to the address specified herein or such other address as SWC may specify in writing. All notices must be sent to: [info@systemwifi.com](mailto:info@systemwifi.com)

## **Additional Information**

- a. **Business Transition.** In the event we go through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of our assets, your personally identifiable information will likely be among the assets transferred.
- b. **Representations and Warranties.** By using this Network, you represent that you are seeking this Network for personal reasons and that you are not an attorney or an agent of an attorney conducting an investigation to a potential claim related to the Network, any material available through the Network, or SWC. You also represent that you are not engaging in activities in an attempt to reverse engineer the Network, portions of the Network, or any materials available through the Network. You also represent that any information you provide is true and accurate.
- c. **Customer Reference.** You agree (i) that SWC may identify you as a recipient of services and use your logo in client lists, sales presentations, marketing materials and press releases, and (ii) to develop a customer profile for use by SWC on SWC Networks for promotional purposes.