

LUCIDICA. CUSTOMER AGREEMENT FOR FOR USE OF HOXTON WIFI SERVICES

The terms and conditions of this Agreement shall govern the relationship between you ("**Customer**") and Lucidica and set out the terms and conditions applicable to your use of the wireless internet access services provided by Lucidica from time-to-time (the "**Services**").

READ THIS CUSTOMER AGREEMENT CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE.

1. Effect of this Agreement

- 1.1. By establishing an account or accessing or using the Services or any software provided, developed, licensed or owned by Lucidica you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and any other Lucidica policies posted on our website from time-to-time.
- 1.2. Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, (subject to clause 4.1) your sole and exclusive remedy is to discontinue using the Services.

2. Access to and Use of the Services

- 2.1. Customers must be at least 18 years old.
- 2.2. The Service is provided by Lucidica free-of-charge and You may only use the Service for your own non-commercial purposes. Lucidica reserves the right to implement charges for the Service at any time, but Customer's will be notified before implementing any such charges.
- 2.3. Customer acknowledges that Lucidica does not warrant or guarantee that the Services will be available all of the time or without interruption and that Lucidica may suspend access to some or all of the Service at any time for any reason, including so as to carry out any necessary maintenance of the Service.
- 2.4. Customer is responsible for obtaining all equipment and all licences or other permissions necessary to access the Services. Information concerning the minimum equipment requirements can be found on Lucidica's website at www.lucidica.com. Customer must ensure that any equipment used to access or use the Service is compliant with all applicable legislation and is connected and used in accordance with all relevant user guides and reasonable security procedures.
- 2.5. In order to use the Services, Customers will be required to supply Lucidica with their name, a valid email address (which is used as their username), password and their postcode ("**Customer Data**") to create a user account. This information must be true and accurate and Customer must notify Lucidica in the event that any of this information is or becomes incorrect.
- 2.6. Lucidica shall be entitled to assume that any person accessing the Services using the Customer's username and password is either the Customer or someone doing so with the Customer's permission and so the Customer shall be liable for any use of the Service gained using his username and password. Accordingly, Customer must keep his username and password secret and shall notify Lucidica as soon as he becomes aware that his username and password have become known to any third party so that Lucidica can disable that username and password.

- 2.7. Lucidica will only use Customer Data in order to administer Customer's access to the Services (including, without limitation, compliance with this Customer Agreement) or otherwise in accordance with Lucidica's privacy policy (www.lucidica.com/it-services-lucidica-london-privacypolicy.htm).
- 2.8. Customers having questions regarding the Service should email info@www.hoxtonwifi.com

3. Monitoring The Services

Lucidica has no obligation to monitor Customer's use of the Services, but may do so in order to enforce, or monitor Customer's compliance with the terms of this Agreement, or to calculate any charges that may be payable from time-to-time. In the event that Lucidica does undertake any monitoring of Customer's use of the Services, it may disclose any information regarding use of the Services if Lucidica, in its sole discretion, believes that it is necessary to do so to: comply with any applicable laws, regulations, court orders, governmental or legal requests; operate the Services properly or to enforce compliance with the terms of this Agreement; or protect itself and its Customers.

4. Disclaimer Of Warranties And Limitation Of Liability

- 4.1. Nothing in this Agreement shall be construed as an attempt to limit or exclude any liability for death or personal injury caused by either party's negligence, for fraud or for any other type of liability that cannot be excluded under applicable law.
- 4.2. EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY LUCIDICA, LUCIDICA DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. LUCIDICA HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.
- 4.3. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LUCIDICA DOES NOT WARRANT THAT EITHER THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LUCIDICA MAKES NO EXPRESS WARRANTIES AND CUSTOMER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH LUCIDICA'S SERVICES OR THE INTERNET GENERALLY.
- 4.4. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND LUCIDICA DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY LUCIDICA OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. LUCIDICA AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

5. Website Usage

- 5.1. Our website on the World Wide Web at the domain "<www.hoxtonwifi.com>" or any other site operated by Lucidica from time-to-time is a complimentary information service offered by Lucidica at no charge to Customers. We may provide links on the website to other websites that are not under our control. These links are provided for convenience only and are not intended as an endorsement by Lucidica of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.
- 5.2. If you are providing material to Lucidica to use on the website it will be deemed to be a grant by you to Lucidica of a license to the material to include the material on the website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

6. Acceptable Use Policy

- 6.1. All Customer of the Services and users of this website agree to and must comply with this Acceptable Use Policy (AUP). This AUP is intended to improve the use of the Internet by preventing unacceptable uses. We do not actively monitor the use of the Services under normal circumstances. However, we may remove, block, filter, or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject Lucidica to liability or may violate this AUP. Lucidica may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of access to the Services.
- 6.2. The following constitute examples of violations of this AUP. You agree to not use the Services to:
- (i) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
 - (ii) harm, or attempt to harm, minors in any way;
 - (iii) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
 - (iv) transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - (v) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (vi) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (vii) transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt,

destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(viii) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage with the services;

(ix) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

(x) intentionally or unintentionally violate any applicable local, national or international law, including, but not limited to, any rules of any national or other securities exchange and any regulations having the force of law;

(xi) "stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;

(xii) resell the Services without Lucidica's authorization.

6.3. Lucidica requests that anyone who believes that there is a violation of this AUP direct the information to: info@hoxtonwifi.com. If available, please provide the following information: (i) the IP address used to commit the alleged violation; (ii) the date and time of the alleged violation, including the time zone; and (iii) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

6.4. Lucidica may take any one or more of the following actions, or other actions not listed, at Lucidica's sole discretion in response to complaints or otherwise upon becoming aware of any breach of this Agreement: (i) issue warnings: written or verbal; (ii) suspend the Customer's account; (iii) terminate the Customer's account; (iv) bill the Customer or user for administrative costs and/or reactivation charges, with a minimum administrative cost; or (v) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

7. Intellectual Property Rights

7.1. All copyright (including rights in computer software), trade marks, patents, confidential information, design rights and all other intellectual or similar proprietary rights in and to the Services and any website provided by Lucidica from time-to-time (including, without limitation, all content text, graphics, logos, buttons, icons, images and software), is the property of Lucidica or its licensors or partners and is protected by U.K. and international copyright and trademark laws. Nothing in these terms shall be construed as granting any assignment, licence or other transfer of such rights to the Customer save that the Customer is hereby licensed to use such right to the extent necessary to enable it to access and use the Services in accordance with this Agreement.

7.2. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of the www.hoxtonwifi.com website without the express written permission of Lucidica is strictly prohibited.

8. Termination

8.1. Lucidica reserves the right, in its sole discretion, without notice, to suspend or terminate any Customer's right to access the Service if Lucidica believes, in its sole

discretion, that such Customer has violated this Agreement or any of the applicable Customer policies.

- 8.2. The Service may be terminated by Lucidica at any time, without prior warning or notice to any party.

9. Miscellaneous

- 9.1. This Agreement and the Privacy Policy, and any other policies posted on www.hoxtonwifi.com constitute the entire agreement between you and Lucidica with respect to your use of the Services. The Lucidica may revise, amend, or modify this Agreement and any other Customer policies and agreements, at any time and in any manner.
- 9.2. If any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable, then such provision shall be deemed deleted from this Agreement but the remaining provisions of this Agreement shall continue in full force and effect as if such term had not been included.
- 9.3. This Agreement is governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of or in connection with this Agreement.