

IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE BE AWARE THAT AFFILAITED TECHNOGY PARTNERS LLC dba WIFI IN THE PARK "ATP" MAY COLLECT THE DOMAIN, SUBDOMAIN NAMES AND COMPLETE ADDRESSES OF THE WEBSITES YOU VISIT WHILE USING OUR SERVICE.

#### Terms of Service

These Terms of Service (the "Terms" or "Agreement") are between you and ATP ATP. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service. If you would like to contact ATP, you may call 855-943-4727, or write to:

Affiliated Technology Partners LLC

6402 Inwood Park Ct.

Las Vegas, NV 89130

#### 1. Using the Service.

a. **Obligations.** In exchange for access to and use of the Service, you: (a) agree to provide accurate and complete registration information and to notify us of changes to your information through the "My Account Info" link on the login page, (b) agree to protect the password, username and security information you use to access the Service and to notify ATP immediately of any unauthorized use of your account that you become aware of; (c) agree to comply with applicable laws and regulations, including but not limited to copyright and intellectual property rights laws, and (d) represent that you are at least 18 years of age and you will supervise and accept responsibility for usage of your account by minors.

b. **Data and Time Purchase.** In order to use the Service, you must purchase an increment of data (a "Data Purchase") or an increment of time (a "Time Purchase") (each, a "Purchase"). You will be provided access to the Service for the total amount of the Data Purchase or Time Purchase.

i) **Data Purchase.** All uploaded and downloaded data transmitted using the Service will count towards your Data Purchase. If you use more data than the Data Purchase, ATP will not automatically charge you for additional data usage; however, the Service will cease to work beyond the amount of the Data Purchase. Each Data Purchase will expire 30 days after such purchase. You may only purchase subsequent increments of data after you have consumed your entire initial Data Purchase.

ii) **Time Purchase.** ATP will begin counting your Time Purchase immediately after your purchase. Your Time Purchase will continue counting down, even if you are not logged into the Service. If you use more time than the Time Purchase, ATP will not automatically charge you for the additional time; however, the Service will cease to work beyond the amount of the Time Purchase. A Time Purchase may include a Data Purchase associated with it (e.g. 10GB for one-week). For such purchases, your Service will cease to work beyond the expiration of the earlier of the Time Purchase or the Data Purchase.

c. **Excessive Use.** If you use an excessive amount of data (such as more data than 95% of all other users) as a result of any Purchase, including a Time Purchase, ATP may immediately terminate

your Service and provide you a pro-rata refund of unused Services. The Service is for non-commercial use.

2. Payment Terms.

a. General Payment Terms. You agree to pay, in accordance with the provisions of the Purchase, all fees related to your use of the Service, including taxes, surcharges or other assessments applicable to the Service ("Service Fees"). You authorize ATP to charge your credit card, debit card, or other agreed upon payment method for payment of all, or any portion of your Service Fees, until such amounts are paid in full. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

b. Purchase Payment Terms. Each Purchase is paid in advance, final and non-refundable. ATP will not provide you a pro-rata refund for any Purchase left unused.

c. Failed Payment Fees. If your payment fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of \$15.00 or the maximum amount permitted under applicable law. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to non-payment.

d. Disputes. If you think a charge is incorrect or need more information on any charges applied to your account, you should contact us at 888-943-4727 within 60 days of receiving the statement on which the error or problem appeared. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

3. Modifications to the Service. We may modify, discontinue, or terminate the Service (or any function or feature of the Service) and the Terms and any accompanying policies, for any reason, and with or without notice, without liability to you. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes.

4. Modifications to the Terms. The Terms may be updated or changed from time to time. ATP will provide notice of changes in the Terms in any manner acceptable by law, including by posting them on the login page for use of the Service. Your use of the Service following updates or changes to the Terms constitutes your acceptance of those changes. If you do not agree to the revisions, you must terminate your use of the Service immediately.

5. Termination through Expiration of Purchase. Your Service will immediately cease to work upon the expiration of your Purchase. Any unsaved work still open in a web browser or other application may be lost and ATP is not responsible for, and will not be able to recover, such data loss. Except as otherwise

set forth in this Agreement, this Agreement will also terminate upon the expiration of all Purchased, unless you elect to purchase any additional increments of time or data.

6. Termination or Suspension by ATP. ATP reserves the right to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If ATP terminates or suspends your Service because you have or a user of your account has breached this Agreement or violated a law, then you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and ATP will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended.

7. Operational Limits of the Service. Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Your connection speed may not be suitable for some applications. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that ATP will not be liable for such interruptions. The performance of some games over the internet is very poor and some games may not work at all. Virtual private networks and remote computer access may be very slow with the Service, and some may not work at all. ATP will not be liable for any failure of performance if such failure is due to any cause beyond ATP's reasonable control, including, without limitation, 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, or delays, or delays caused by you or your equipment.

8. Third-Party Content Disclaimer/ Links to Third-Party Sites. Content provided by third parties ("Third-Party Content") has not been independently authenticated in whole or in part by ATP even if ATP provides a link to such content. ATP does not provide, sell, license, or lease any of the Third-Party Content other than that specifically identified as being provided by ATP. Any links to Third-Party Content is provided as a convenience only.

9. Privacy Policy and Acceptable Use Policy. Any data provided to or collected by ATP in the performance of the Service, is subject to ATP's Privacy Policy. Use of the Service is subject to the terms and conditions of ATP's Acceptable Use Policy. ATP's Privacy Policy and Acceptable Use Policy are incorporated into this Agreement. Click [here](#) to review the Privacy Policy and click [here](#) to review the Acceptable Use Policy.

10. General Use Restrictions. Subject to your acceptance of and compliance with these Terms, you are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, sublicense, transfer, resell or exploit for any purposes your use of the Service or access to the Service. All information, documents, products, and software (the "Materials") provided with this Service were provided by or to ATP by its respective manufacturers, authors, developers, licensees and vendors (the "Third-Party Providers") and are the copyrighted work of ATP and/or the Third-Party Third-Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of ATP or the Third-Party Provider. Except as expressly stated herein, you are not granted any intellectual property rights in

or to the Service or Materials by implication, estoppel or other legal theory, and all rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by ATP and/or the Third-Party Provider.

11. Export Laws. Your use of the Service is subject to U.S. export control laws and regulations, or any applicable local laws or regulations. You represent that you are not a prohibited end user under applicable U.S. export laws, regulations, and lists, including but not limited to the U.S. Treasury Department list of Specially Designated Nationals or Blocked Persons. You will not use the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

12. Disclaimer of Warranties and Liability. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SERVICE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION AND WIFI TECHNOLOGY, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THE SERVICE OR ANY MATERIAL AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE. YOU SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICE AND INFORMATION.

THE SERVICE IS PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." ATP AND ITS RESPECTIVE SUPPLIERS, PROVIDERS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR THE INFORMATION AVAILABLE THROUGH IT, NOR DO WE OR OUR SUPPLIERS, PROVIDERS AND LICENSORS GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL ATP (INCLUDING ITS PARENTS, SUBSIDIARIES, AND AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES) OR ITS THIRD-PARTY PROVIDERS, AGENTS, SUPPLIERS, DISTRIBUTORS, LICENSORS AND ASSOCIATED BUSINESSES (AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS AND REPRESENTATIVES) (COLLECTIVELY, THE "DISCLAIMING PARTIES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, AND OTHER TORT ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCLAIMING PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO ATP FOR THE USE OF THE SERVICE WITH RESPECT TO THE PURCHASE (AS DEFINED IN SECTION 1(B) ABOVE) FOR THE SESSION(S) DURING WHICH SUCH LIABILITY FIRST AROSE.

TO ANY EXTENT THAT THE ABOVE DOES NOT APPLY, YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO ATP FOR THE USE OF THE SERVICE WITH RESPECT TO THE PURCHASE (AS DEFINED IN SECTION 1(B) ABOVE) FOR THE SESSION(S) DURING WHICH SUCH LIABILITY FIRST AROSE.

13. Indemnity. You agree to indemnify, defend, and hold harmless ATP, and its parents, subsidiaries, and affiliates, and its and their respective officers, directors, agents, co-branders, licensors, partners and employees from any and all claims and demands, including reasonable attorneys' fees, made by any Third-Party arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of these Terms; (d) your violation of ATP's Acceptable Use Policy; (e) your violation of any rights of another; and (f) the use of your account whether or not such usage is expressly authorized by you. At our expense and election, we reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with us in connection with our defense. The provisions of this Section 13 are for the benefit of us and our respective contractors, information or content providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

14. DISPUTE RESOLUTION - BINDING ARBITRATION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. To expedite resolution of issues and control the cost of disputes, you and ATP agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to: ATP6402 Inwood Park Ct, Las Vegas, NV 89130 Attention: Legal Department, and we will send our Notice to your billing address. If you and ATP are unable to resolve the Claim within 60 days after Notice is received, then ATP and you agree to arbitrate any and all Claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

" Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;

" Any Claims that arose before this Agreement or any prior agreement between us;

" Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or

" Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the county of your billing address. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND ATP EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AND/OR A TRIAL BY JURY. This Agreement evidences a transaction in interstate

commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Consumer Arbitration Rules (collectively, the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to:

Affiliated Technology Partners LLC

6402 Inwood Park Ct.

Las Vegas, NV 89130

Attention: Legal Department

The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall take place at a location that is reasonably convenient to you and ATP. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or ATP is entitled. If your claim is for \$5,000 or less, you and ATP agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is more than \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse ATP for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU AND ATP 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. Furthermore, the arbitrator may not consolidate more than one person's Claim and may not otherwise preside over any form of a representative or class proceeding, unless both you and ATP otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if ATP makes any future change to this Dispute Resolution provision, you may reject any such change by sending us written notice within 30 days of the change to ATP, 6402 Inwood Park Ct., Las Vegas, NV 89130. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any cause of action brought by you, or by users of your account, with respect to the Service or the Terms must be instituted within one year after the claim or cause of action has arisen or it will be barred.

15. General.

a. Call Monitoring and Recording. For quality assurance, ATP records and/or monitors telephone calls and online chat sessions between our customers and our agents, employees and/or affiliates regarding the Services. By using the Service, you (and anyone calling or otherwise contacting us regarding your account) consent to any and all call and online chat session recording and monitoring performed by ATP or our agents, employees and/or affiliates.

b. Contact Information. You agree that by entering into this Agreement and providing us with your wireless phone number and/or any other telephone number and/or your e-mail address, we or our agents may contact you for any account-related issues: (a) by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals for any account-related issues, and/or (b) sending an e-mail to such e-mail address. The consent provided here continues even after your Service terminates.

c. Applicable Law. Any action related to these Terms will be governed by Nevada law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

d. Construction and Delegation. If any provision of this Agreement shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and this Agreement shall continue in full force and effect and be construed as if it did not contain the invalid or unenforceable provision.

e. Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter except as expressly set forth in this Agreement.

f. Miscellaneous. We may enforce or decline to enforce any or all the terms of this Agreement in our sole discretion. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The effective date of these Terms is the date that you first "accept" these terms to receive the Services. The provisions of this Agreement which by their nature should continue shall survive any termination of this Agreement.

g. Translations. Any translation of this Agreement is provided solely for convenience. If there is any discrepancy between the English-language version of this Agreement and a translation of this Agreement into any other language, the English-language version shall control.