

Internet Hotspot Service Terms and Conditions of Use

THIS IS A BINDING LEGAL AGREEMENT. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SERVICE. This Agreement governs your use of this Service (collectively, the “Service” or “Services”) and is by and between CoastConnect LLC (referred to herein as “we”, “us”, or “our”) and you, on behalf of yourself and everyone you represent (“you” or “your”).

1. Acceptance of Terms

1.1 By using or activating Service with us and/or clicking the “accept terms and conditions” button you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, do not use the Service.

1.2 These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with CoastConnect, LLC or Coast Electric Power Association for products, services or otherwise. This Agreement contains disclaimers and other provisions that limit our liability to you.

2. Providing Services

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a “Unit”). You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 Service is available to your Unit only when it is within the range of our Wireless LAN Hotspot.

2.3 All Services are provided on an “as is” basis. We do not warrant that the Service is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the Service.

2.4 We will always try to make the Service available. However, We do not guarantee uninterrupted, availability of this Service and cannot provide any guarantee that the Services will be reliable, error free or free from viruses or bugs. The Service may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency or for a variety of other reasons. We will not be liable for any failure of, or any suspension or termination of access to this Service. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 Network speed is no indication of the speed at which your Unit connected to the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2.6 We do not warrant that any particular virtual private network will be compatible with the Service.

2.7 We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

2.8 You are responsible for configuring your Unit to access the Services.

3. Your Obligations

3.1 The Service is made available provided:

(a) You do not use the Service for anything unlawful, immoral or improper and will respect all applicable laws and regulations;

(b) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, harassing, bullying, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;

(c) You do not use the Service to harm or attempt to harm others, including but not limited to minors, in any way;

(d) You do not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;

(e) You do not use abusive or threatening behavior towards other users of the Service, members of our staff or any person in the vicinity of a Wireless LAN Hotspot;

(f) You do not use the Service to access or use content in a way that infringes the rights of us or of others;

(g) The Service is used in accordance with any third party policies for acceptable use or any relevant internet standards (where applicable).

(h) You do not impair the performance or compromise the security of this Service.

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.

4. Content disclaimer

4.1 CoastConnect does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Whereas CoastConnect's use efforts to restrict such content CoastConnect has no control over and accepts no responsibility for such materials.

4.2 CoastConnect is not a publisher of third-party content that can be accessed through the Service. We take no responsibility for, and will not incur any liability in respect of, third-party content. Our inclusion of hyperlinks to various websites does not imply any endorsement of views, statements or information contained in such websites and we are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the Service. CoastConnect will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the Service.

4.4 CoastConnect does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and CoastConnect has no responsibility for their policies, or third parties' compliance with them.

4.6 CoastConnect is providing this Service to customers free of charge, and is intended to support general web browsing activities. We do not guarantee you will be able to conduct high-bandwidth actions such as streaming music, streaming video or downloading large files.

5. Fair Usage

5.1 To ensure the provision of quality Service to all our customers and to ensure that the behavior of some does not disadvantage the majority of our customers, you agree to abide by any fair use policy which we may apply.

6. Indemnification

6.1 You agree to indemnify and hold us harmless against any claims, expenses, demands, actions, losses, liabilities, costs or damages, including without limitation legal fees, arising out of your use of the Service including any material that you access or make available using the Service,

or your violation of any law or the rights of any third party, or violation of this Agreement, including but not limited to use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement. You furthermore agree to pay our reasonable legal fees and costs including without limitation expert costs arising from any actions or claims hereunder.

7. Privacy Policy

7.1 Personal data submitted by you in the registration process and certain other information about you is subject to our Privacy Policy. For more information, please see our Privacy Policy.

8. DISCLAIMER OF WARRANTIES

8.1 THE SERVICE IS PROVIDED ON AN “AS IS” BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. COASTCONNECT DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE.

9. LIMITATION OF LIABILITY

9.1 EVEN IF COASTCONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

10. ARBITRATION AND CLASS ACTION WAIVER

10.1 UNLESS OTHERWISE PROHIBITED BY LAW, ANY ALREADY ACCRUED OR EXISTING CONTROVERSY OR CLAIM, AS WELL AS ANY FUTURE

CONTROVERSY OR CLAIM, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, OR THE BREACH THEREOF, AND/OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AFTER ALL CONDITIONS PRECEDENT AS SET FORTH HEREIN, IF APPLICABLE, HAVE BEEN MET. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE SUCH THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ. SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT. THE ARBITRATION SHALL BE HELD IN THE STATE OF MISSISSIPPI AT A LOCATION TO BE DESIGNATED BY THE PARTY NOT MAKING THE INITIAL DEMAND FOR ARBITRATION. A JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY AGREES TO PAY THEIR OWN ATTORNEYS' FEES AND COSTS AND EACH PARTY AGREES TO SHARE EQUALLY IN THE COST OF THE ARBITRATOR. EACH PARTY AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, THAT THE ARBITRATOR SHALL BE THE PERSON TO DECIDE ALL THRESHOLD ISSUES AND TO DECIDE ALL ISSUES OF ARBITRABILITY, SCOPE, VALIDITY, ENFORCEABILITY, UNCONSCIONABILITY, RETORACTIVITY AND/OR APPLICABILITY.

THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO: (I) PURSUE A CLASS ACTION ARBITRATION AND/OR TO SEEK A REMEDY ON BEHALF OF ANY OTHER MEMBER OR PERSON, OR (II) HAVE AN ARBITRATION OR JUSTICE COURT PROCEEDING UNDER THIS AGREEMENT CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE TO ARBITRATE MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE CAPACITY. IF ANY PART OF THIS ARBITRATION CLAUSE, OTHER THAN WAIVERS OF CLASS ACTION RIGHTS, IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. IF A WAIVER OF CLASS ACTION AND CONSOLIDATION RIGHTS IS FOUND UNENFORCEABLE IN ANY ACTION IN WHICH CLASS ACTION REMEDIES HAVE BEEN SOUGHT, THIS ENTIRE ARBITRATION CLAUSE SHALL BE DEEMED UNENFORCEABLE. IT IS THE INTENTION AND AGREEMENT OF THE PARTIES NOT TO ARBITRATE CLASS ACTIONS OR TO HAVE CONSOLIDATED ARBITRATION PROCEEDINGS. SHOULD THE PARTIES HAVE A DISPUTE THAT IS WITHIN THE JURISDICTION OF THE JUSTICE COURTS OF THE STATE OF MISSISSIPPI, SUCH DISPUTE MAY BE RESOLVED AT THE ELECTION OF EITHER PARTY IN JUSTICE COURT RATHER THAN THROUGH ARBITRATION, AND THE PARTIES AGREE THAT IN JUSTICE COURT OTHER CUSTOMERS, USERS, OR MEMBERS MAY NOT BE JOINED AS A PARTY NOR CAN RELIEF BE SOUGHT ON BEHALF OF ANY OTHER CUSTOMERS, USERS, OR MEMBERS.

IF THE ARBITRATION CLAUSE IS DEEMED UNENFORCEABLE OR THE PARTIES OTHERWISE LITIGATE A DISPUTE IN COURT, THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT IN COURT.

11. Intellectual Property

11.1 All intellectual property (including without limitation copyrights, trademarks, trade names, patents, registered designs, aesthetics and/or functionality) of this Service remain the property of us. You agree not to infringe such rights.

12. Confidentiality

12.1 Any information that you send or receive using this Service shall be considered non-confidential and non-proprietary. You acknowledge and agree that the Service is not a secure form of communication.

13. Termination

13.1 We can cancel this Agreement immediately and suspend your access to the Service, without notice, if any of the following happens:

(a) You break a material condition of this Agreement or a number of less important conditions as determined solely by CoastConnect.

(b) We suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself).

(c) We suspect any unlawful or fraudulent use of the Services.

(d) We suspect any behavior by you or your agents that could harm us or others.

13.2 We will cooperate fully with any law enforcement authorities or court orders requesting or directing us to disclose the identity of any person breaching these Terms and Conditions.

14. General

14.1 You are responsible for any usage of your account. If you become aware of any unauthorized or fraudulent usage of the Service via your account, you agree to notify us immediately.

14.2 You may not transfer or try to transfer any of your rights and responsibilities under this Agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission.

14.3 The laws applicable to the interpretation of these Terms and Conditions shall be the laws of the State of Mississippi without reference to its conflict of law provisions.

14.4 This Agreement shall not confer any benefit on a third party.

14.5 If any provision of these Terms and Conditions shall be unlawful, invalid, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

14.6 We reserve the right to modify any part of this Agreement at any time without notice to you. Your continuing use of the Services will be deemed to be acceptance of such changes.