



Service Agreement

This Agreement (this "Agreement") has been concluded on by and between on the one hand

Hotspot System Ltd.

Registered seat: Liszt Ferenc tér 10, Budapest, H-1061, Hungary

Tax ID: 13983981-2-42

Supplier of Hotspotsystem.com system (hereinafter referred to as: Service Provider)

And on the other hand

Name:

Registered seat (address):

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Tax ID*: *By filling out the Tax ID i confirm that this business entity pays its taxes in the country specified above, and this tax ID is associated with this business entity.

Operator Username:

(hereinafter referred to as: Hotspot Operator) on today's date.

1. The service

Service Provider allocates Internet access in the trade units operated by the Hotspot Operator for the guests/visitors using either wireless and/or wired Internet. Access for the given period shall be allocated by the Service Provider after the fee indicated by the Hotspot Operator have been paid by the user or after the user have given and activated the code of the access card, or filled out the form required by the Hotspot Operator or logged in via a Social Network. Service Provider operates a system ("System") which is a cloud-based open Wi-Fi engagement platform, accessible via web and mobile applications, which enhances Guest Wi-Fi access at venues.

2. Service Provider

Service Provider operates the System defined in paragraph 1. Not only Service Provider allocates access but also it provides financial account in connection with credit card transfers and detailed registration of the transactions executed at the access point of the Hotspot Operator. Service Provider tries his best to provide uninterrupted service but does not take responsibility for damages in accordance with the failure of the System or the Internet. Service Provider shall provide trouble-shooting support connected to the usage of the System and also provides access for the Hotspot Operator to manage its own Access Point.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.)

3. Hotspot Operator

Hotspot Operator is obliged to operate the wireless router(s) continuously; he provides electricity supply and warns the Service Provider about the occurrent problems. Hotspot Operator shall provide at least 512 Kbit/sec unlimited and shareable Internet connection at his own cost. In case permission is required for the Internet service at the place of usage Hotspot Operator takes the obligation of procuring the necessary permissions from the competent authority and/or from its Service Provider. Hotspot Operator shall coordinate that the visitors will receive information on the service, therefore shall Hotspot Operator give full information about the availability, operation of the service and on the prices to be paid by the visitor.

4. Prices, account

4/a. Access packages for visitors

Hotspot Operator may determine the prices of the accesses at the Hotspot Operator with respect to the minimum limits. Service Provider reserves the right to change the minimum limits with a prior notification of seven days. Service Provider allows creating special price-packages In case the Hotspot Operator will not create special price packages the basic packs will be available for the visitors.

4/b. Buying accesses with Credit card / PayPal

In case of using credit card, the visitor shall pay for the access directly on the website of a third-party credit card processor without the service of Hotspot Operator. Hotspot Operator acknowledges that in case of these types (CNP Card Not Present) of transactions the client may practice the right of refund or chargebacks even months after the transaction through the bank that issued the card. In these cases, Service Provider may deduct the refunded amounts, and any additional fees charged by the third-party credit card processor from the current balance of the Hotspot Operator or if the balance turns negative, he may request compensation for the invalidated transaction. In case of issues debated by the visitors, Service Provider may decide invalidating the transaction posteriorly. If the invalidated transaction has already been accounted the paid amount should be returned likewise in the above-mentioned case. As a commission, Service Provider shall pay the seventy-five (75) percent of the amount of undebated purchases in the subject month to the Hotspot Operator. If Hotspot Operator resides in the European Union and do not have or do not provide a valid VAT number, Service Provider is entitled to add 27% VAT to it's service fees.

When processing credit cards, a batch of authorized transactions are processed through third-party credit card processors (collectively, the "interchange System"), and deposit of funds is directed to Service Provider's Account. It is expressly understood and agreed that, regardless of when a transaction is authorized, no funds will be available to Hotspot Operator as a result of any such transaction until the transaction is processed by the Interchange System and funds from that transaction are deposited into the Service Provider's Account.

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Payment shall be completed between the forty-fifth (45th) and the sixtieth (60th) day from the last day of the actual month in case the payable amount reaches the minimum amount. If the net amount of payable commission does not reach the minimum amount in the given month, the commission will be added to next month's commission. In case the registered amount still not reaches the minimum limit, it will be added to the amount of the following month as long as the amount will reach the minimum limit for maximum twenty-four (24) months. In the event, the balance of the rolling amounts will not reach the minimum payment until the end of the twenty-fourth (24th) month the Service Provider becomes entitled to make out invoice for registry fee, which shall be equivalent to the amount registered at the end of the twenty-fourth (24th) month. Hotspot Operator accepts that payments can only be made to the Hotspot Operator if a valid Service Agreement signed by the Hotspot Operator is received by the Service Provider.

If the balance of the Hotspot Operator turned negative and in the event of any delay in payment by the Hotspot Operator, the agreement will include delay interest at the rate of one (1) Percent of the delayed amount per month. In case the delay will be more than thirty (30) days, the Service Provider shall be entitled to terminate the agreement in writing and stop all services immediately. In case of termination with immediate effect according to this paragraph the Hotspot Operator shall pay damages in the amount of one-hundred USD (USD 100\$) within fifteen (15) days from the termination of the agreement.

Payments due to the Hotspot Operator from the purchases by Paypal shall be transferred to the Paypal account of the Hotspot Operator in case the amount reaches twenty USD (USD 20\$). Payment to the Paypal account of the Hotspot Operator is free. Payments due to the Hotspot Operator from the purchases by other third-party credit card processors shall be transferred to the bank account of the Hotspot Operator in case the amount reaches one hundred and fifty USD (USD 150\$) or the higher amount indicated by the Hotspot Operator. The fee of the transfers is twenty USD (USD 20\$) per transfer and all other costs of the transfer shall be borne by the Hotspot Operator (including any fees that may be charged by the recipient's bank for accepting a wire transfer). Accounting and transfers shall be executed in USD for these transactions. In certain cases the Service Provider may transfer the payment due to the Hotspot Operator in the original currency instead of USD. In case a transaction will be executed in a foreign currency other than the currency that was used when visitors paid for the accesses, the amount of the transaction shall be exchanged at rates of the third-party credit card processor. Hotspot Operator may choose to be paid out to a Prepaid Mastercard issued by Payoneer Payment Solutions Ltd. In this case Hotspot Operator has to use a link in the administrative web interface to request a Prepaid Mastercard from Payoneer. Service Provider is not liable for any damage and/or loss in accordance with any payments made to the Prepaid Mastercard of the Hotspot Operator which are not and/or cannot subsequently be claimed (e.g. if a Prepaid Card is suspended due to suspicion of illegal activity or fraud). Payment to the Prepaid Mastercard of the Hotspot Operator is free.

Fees indicated in this paragraph 4/b and the minimum payment limits may be raised by the Service Provider.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.)

Hotspot Operator shall provide all the information needed for payments in the administrative web interface. In case of returned or unsuccessful payments (e.g. Hotspot Operator supplied incorrect payment details) Hotspot Operator has to request the repayment from Service Provider. In this case transfer fees of previous unsuccessful payments cannot be refunded. For Paypal payouts, Hotspot Operator must provide a Paypal e-mail address which is already registered with Paypal and Hotspot Operator has to be sure that payments can be accepted to that e-mail address. Service Provider shall not take responsibility for incorrect details from the Hotspot Operator and has the right to charge Hotspot Operator for any costs or damages arising from Hotspot Operator's incorrect supplying of data.

In case HotSpot Operator wants to modify the information required for payments (bank account, name of beneficiary, Paypal e-mail address), it will require the preliminary written consent of the Service Provider which has to be requested by the Hotspot Operator in writing from the Service Provider. In possession of the consent Hotspot Operator shall modify these datas on the administrative web interface. Every change upon the request of the Hotspot Operator according to the payment (including the minimum limit) shall have no effect on closed payments. Closed payments can and may not be modified.

4/c. Purchase of access with Prepaid cards

Visitors will have the chance to buy access-cards directly from the Hotspot Operator in case Hotspot Operator will use the possibility of selling prepaid cards. By typing in the code on the card (activating the card), the visitor will get access for the period indicated on the card. Hotspot Operator needs to buy prepaid cards in advance from the Service Provider for the price that is available on the Service Provider's website.

4/d. Financial and tax account

Hotspot Operator receives income from the service provided by him, which shall be booked in accordance with the taxing rules of the registered seat. In the course of selling prepaid cards, Hotspot Operator shall give invoice or receipt to the buyer on the spot. Service Provider shall provide detailed list of the distributed and activated services for the Hotspot Operator via administrative web interface. In case the buyer purchases the access online, Hotspot Operator can see the gross value of the invoice and the details of the buyer on the administrative web interface. Hotspot Operator takes the obligation of sending the invoice by post to the buyer if he or she requested.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.

4/e. Free access – Hotspot Free Basic Plus+ / Social Plus+ / Vouchers / SMS

In case the Hotspot Operator would like to provide free access the cost of allocation and managing should be paid to the Service Provider in preconceived monthly fees because the visitor does not pay fee and commission cannot be deducted. Number of Free access per month for the different subscriptions: Hotspot Free Basic Plus/Social Plus: 3000 sessions per month, Hotspot Free Vouchers/SMS 50 – max. 50 accesses/month, Hotspot Free Vouchers/SMS 300 – max. 300 accesses/month, Hotspot Free Vouchers/SMS 600 – max. 600 accesses/month. The fee for the packages shall be paid twice a year in advance for six (6) months. If the fee will not be paid in the deadline the Service Provider would have the right to suspend the service. Pricing is available on the Service Provider's website at <http://www.hotspotsystem.com>.

4/f. Modification of fees

Service Provider reserves the right, upon not less than fifteen (15) days prior written notice to Hotspot Operator, to modify its Processing Fees or its Administrative Fees, or to add new charges from time to time. Upon receipt of a notice such an increase of new charges, Hotspot Operator may, by written notice to Service Provider, received by Service Provider at least seven (7) days prior to the date such price increase becomes effective, terminate this Agreement. Should Hotspot Operator terminate this Agreement pursuant to this paragraph 4/f, the notice provided pursuant to this paragraph 4/f shall be deemed to be sufficient notice of Hotspot Operator termination pursuant to paragraph 5 of this Agreement but, otherwise, all other conditions, terms and provisions of paragraph 5 of this Agreement shall govern such termination.

5. Term of the Agreement, cooperation

This Agreement shall be concluded for an indefinite period of time and shall be considered valid until termination by any of the Parties.

So long as Hotspot Operator is not in default under this Agreement and has paid Service Provider all fees, costs and other amounts then due to Service Provider, Hotspot Operator may terminate this Agreement at any time, with or without a cause, on thirty (30) days written notice to Service Provider. Only the written and signed termination shall be considered valid. In case of termination of the contract for any reason and after the closing of the accountancy, Hotspot Operator will have financial responsibility for any certified deduction or expenses that may happen due to Hotspot Operators' refunds or chargebacks until eight (8) months after termination. In case the Service Provider certifies the above mentioned deduction or expenses, the Hotspot Operator – upon the notice of Service Provider - will be obliged to pay for or refund the Service Provider within 3 working days from the notice of Service Provider.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.)

Service Provider may terminate this Agreement at any time on thirty (30) days written notice to the Hotspot Operator; or at any time upon twenty-four (24) hours notice (whether in writing, orally, by e-mail, fax or otherwise) to Hotspot Operator, if Service Provider believes, in its sole discretion, that Hotspot Operator has engaged, is engaging, or will or may engage, in any activities or omissions to act that: (A) are illegal or potentially illegal; (B) have subjected, are subjecting and/or will or may subject, either Hotspot Operator, the Account Holder, the Merchant Bank, or Service Provider (including for purpose of this paragraph any of its officers, directors, employees, shareholders or affiliates), to a fine or other civil or administrative or legal status; (C) have infringed, are infringing, and/or will or may infringe on the rights (including without limitation, property rights) of third parties; (D) are, will or may be detrimental to the past, present or future business or reputation of Service Provider; or, (E) constitute a breach of Client's covenants, representation and warranties, as contained in this Agreement. In lieu of termination for any of the above reasons, Service Provider shall have the right (but not the obligation) to suspend servicing for Hotspot Operator, to allow Hotspot Operator to remedy the cause of such suspension. Service Provider may convert such suspension to a termination at any time, for any reason or no reason, in its sole and absolute discretion.

Parties hereby agree that at the time of the termination the unaccounted transactions will be accounted and paid to the Hotspot Operator without taking the minimum limit into consideration but according to the provisions of paragraph 4/b, except if the Service Provider terminates the Agreement because of this paragraph 5/A, 5/B, 5/C, 5/D, or 5/E.

In case Operator does not debate the accountancy in details within 3 working days from reception the accountancy shall be considered closed by both parties.

Parties hereby establish that termination of this Present Agreement for any reason shall not effect the mutual cooperation in connection with the current cases. Hotspot Operator shall not be entitled to make any other agreements during termination period.

The Parties shall cooperate during the performance of this Present Agreement. The Parties shall notify each other immediately of any obstacles or circumstances, which are relevant in connection with the fulfillment of this Agreement. For the sake of efficient and successful performance parties shall be obliged to keep each other informed, that means, they shall inform each other about any significant change. In case either Party fails to meet this obligation, it shall take the responsibility for the failure.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.)

All notices and other statements subject to the provisions of this Agreement shall be communicated in written form and shall be deemed to have been done for the purposes of this Agreement if it has been delivered personally or by fax, e-mail or by registered mail with postal receipt, to the following address:

a) if to the Service Provider:

To the registered seat, as detailed in the preface of this Agreement, or to the fax number: +36-1-301-08-18, or to the e-mail address: hotspot@hotspotsystem.com, unless otherwise notified by the Service Provider on its website at <http://www.hotspotsystem.com>.

b) if to the Hotspot Operator:

To:

Address:

Fax:

E-mail:

Parties shall notify each other in writing of changes in personal or payment details within 15 days. Hotspot Operator shall take full responsibility for providing true details. Hotspot Operator shall bear all damages arising from providing false details.

The notice or letter delivered as per the above provisions shall be considered received on the 5th day calculated from the date of the second attempt of delivery to the addressee even if the postal receipt is returned to the Sender with the remark "not collected", "moved to address unknown" or "receipt refused", or if the fax number or e-mail address given herein has been changed by the Party without prior notice to the other Party and for this reason the message sent by fax or e-mail could not reach the recipient.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications. You cannot opt out emails regarding important service notifications.

The text of this agreement is to be found on the website of Supplier and shall be considered accepted with the registration.

The Parties shall keep all the information confidentially during the term and after the termination of this Agreement.

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Hotspot Operator

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Service Provider (HotSpot System Ltd.)

6. Privacy and Data Protection

6/a. Service Provider will handle all information about Users in accordance with our Privacy Policy (available at http://www.hotspotsystem.com/user_privacy.html). Please read our Privacy Policy carefully.

6/b. When the Hotspot Operator requests Service Provider to operate the System on its behalf, Service Provider collects information on its behalf. The Hotspot Operator has to declare its responsibility and Service Provider responsibility in its Terms of Use and privacy policies. While Service Provider agrees to take all necessary technical and organizational steps to ensure the security of the System, it is not responsible for the accidental loss or destruction of any Personal Information any User transmits using the Services provided by the Hotspot Operator and Service Provider excludes all liability of any kind in relation to the content or security of personal data that any User sends or receives through the Services. For the avoidance of doubt, this paragraph does not limit or exclude any liability of Service Provider for a breach of Service Provider's data protection obligations in relation to the information, which Service Provider obtains from the Hotspot Operator before or during the term of the Agreement.

6/c. When the Hotspot Operator is a Reseller and operates the service on behalf of its' client(s), it is responsible for maintaining the security and privacy of Personal Information. The Hotspot Operator has to declare its responsibility in its Terms of Use and privacy policies.

6/d. The Hotspot Operator agrees and acknowledges, and warrants that all Users agree and acknowledge, that Service Provider may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, the Hotspot Operator agrees, and will procure that all Users agree that Service Provider may implement and maintain an interception capability suitable to meet these requirements where Service Provider is obliged by law to ensure or procure that such a capability is implemented and maintained; that Service Provider may implement and maintain a data retention capability for the service to meet requirements where Service Provider is obliged by law to ensure or procure that data is retained; and Service Provider may at times co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by the Hotspot Operator or Users. If Service Provider is required to do so by law, this may include but is not limited to, disclosure of the Hotspot Operator or Users' contact information to law enforcement authorities or rights-holders.

7. Compliance with Laws

You represent and warrant that your use of our System will comply with all applicable laws and regulations. You're responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws, or other laws. If you're subject to regulations (like HIPAA) and you use our Service, then we won't be liable if our Service doesn't meet those requirements. You may not use our Service for any unlawful or discriminatory activities.

If your company resides in the European Union or collects data from EU residents, you represent and warrant that in collecting information from Users and use these information on your own purpose, you:

- Will clearly inform users how you plan to use any data collected
- Have complied, and will comply, with all regulations, as well as data protection, electronic communication, and privacy laws that apply to the countries where your company resides
- Have collected, stored, used, and transferred all data relating to any individual in compliance with all data protection laws and regulations
- Agree to indemnify and hold us harmless from any losses, including attorney fees, that result from your breach of any part of these warranties
- Signed our Data Processing Agreement

8. Intellectual and Creative Rights

All creative rights and intellectual ownership rights of the Service Provider connected to the service - including software, implementation, computer codes, files, graphics, text and any other material included - are the sole property of the Service Provider; shall not be copied, publicized, distributed, presented in public or forwarded to any third party in any format of the fore-mentioned without the express, written and prior permission of the Service Provider.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hungary.

	Hotspot Operator	Service Provider (Hotspot System Ltd.)
Name of Ceo/Owner (BLOCK LETTERS):		
Singature:		