

London LAWN Terms of Service

1. GENERAL

This WiFi Service is an Internet access service provided by Downtown London in partnership with Turnstyle Solutions which provides you with access to the Internet via a wireless access point (or points) (each a "Hotspot") utilizing one or more of the 802.11a/b/g/n protocols commonly referred to as "Wi-Fi" (the "Service"). These "Terms and Conditions" between you and Downtown London set out duties and responsibilities associated with use of the Service. You are solely responsible for all access to and use of the Service including any breach of these Terms and Conditions by you or any user of your device. For the purposes of these Terms and Conditions, "you" means you and every person you authorize to use the Service. By accessing the Service, you agree to these Terms and Conditions and Turnstyle's Privacy Policy (available at www.getturnstyle.com/tos/privacypolicy). If you do not wish to be bound by these Terms and Conditions, you may not access or use the Service. Downtown London and Turnstyle may modify these Terms and Conditions at any time without your consent or authorization, including modification or termination of the Service, or any components thereof. Turnstyle will notify you of any changes to these Terms and Conditions by posting notice of the modified Terms and Conditions on the "Login" or "Intercept" page that is presented to you when you first access the Service from a "Hotspot". You agree to periodically review the then-current Terms and Conditions and/or Privacy Policy in order to be aware of any modifications and your continued use of the Service shall be deemed to be your acceptance of the modified Terms and Conditions and/or Privacy Policy, as applicable. If you do not agree to any modification of these Terms and Conditions, you agree that you will be unable to use the Service.

2. ACCESS

In order to access the Service, you must login to your Facebook or Twitter account using their respective "OAuth" authorization procedure, or by supplying your name and e-mail to Downtown London, or as a guest and not supplying any additional information. By authorizing Downtown London to access your Facebook account, you hereby grant Downtown London access to certain information in your Facebook profile, including but not necessarily limited to: basic information including (but not limited to) age, birthdate, name, gender, location, email address; extended profile information including (but not limited to) events, check-ins, "likes", interests, friends, friends of friends, groups, etc.; and, other information which the OAuth procedure allows Downtown London to access. By authorizing Downtown London Turnstyle to access your Twitter account, you hereby grant Downtown

London and Turnstyle access to certain information in your Twitter profile, including but not necessarily limited to: screen name, name, location, profile picture; and, other information which the OAuth procedure allows Downtown London and Turnstyle to access. If at any point the information Downtown London and Turnstyle requires by your access necessitates a higher level of Facebook or Twitter profile access through OAuth authorization, these Terms and Conditions shall be amended accordingly and Downtown London and Turnstyle will notify you of said changes in the manner set forth above.

Furthermore, by agreeing to allow Downtown London and Turnstyle to access your Facebook or Twitter profile through the OAuth procedure, you hereby agree to any and all terms and conditions imposed on you by Facebook, Inc. or Twitter in connection with the OAuth procedure, your use of the Facebook or Twitter website and any and all sites and/or applications or other data or content in connection therewith.

Linking of MAC Address to Personally Identifiable Information. You understand and agree that by engaging in certain Identification Activities, you are permitting us to: a) store and access your Personally Identifiable Information; b) link your Personally Identifiable Information to the MAC address and your location, as offered by the device with which you access the Internet and/or our WiFi service; and, c) use your Personally Identifiable Information in such other ways which accord with the terms and conditions herein set forth.

3. INDEMNITY

You agree to indemnify and hold Downtown London and Turnstyle, its directors, officers, shareholders, affiliates, agents and suppliers harmless from all liabilities and expenses related to any violation of these Terms and Conditions by you or any user of your device, or in connection with your or their use of the Service. While using the Service, you may not post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offence or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or to Downtown London and Turnstyle's then-current policies or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet. Without limiting the foregoing, you agree not to use the Service for any commercial purpose not otherwise permitted by these Terms and Conditions.

4. ACCEPTABLE USE POLICY

You are responsible for your use of the Services. You shall not use or allow others to use the Service if such use:

is for, or results in, any illegal, abusive, annoying or offensive activities, including making available offensive content, the commission or encouragement of a criminal offence, stalking, harassment, spamming, disrupting or interfering with the Internet, any network, computers, or other devices, transmission of a virus or other harmful component, defamation, intellectual property infringement, or interference with other clients' service;

consumes excessive network capacity in Downtown London and Turnstyle's reasonable opinion, or causes its network, or its ability to provide services to others, to be adversely affected;

is for multi-media streaming, continuous data transmission or broadcasts, automatic data feeds, automated machine to machine connections or peer-to-peer (P2P) file sharing, voice over Internet protocol or any other application that is not made available to you by Downtown London and Turnstyle which uses excessive network capacity;

is to provide a substitute or back-up for private lines or dedicated data connections such as DSL;or

is to operate any server system (including email, web, or other kind of server).

You shall not threaten abuse or harass any Downtown London and Turnstyle employee or representative. You shall not (a) commit, attempt to commit, or allow others to commit or attempt to commit, any fraud against Downtown London and Turnstyle including fraudulently obtaining Services, or (b) transform outbound communications into incoming communications or otherwise attempt to avoid applicable charges, or (c) otherwise abuse the Service or allow others to do any of the foregoing. You shall not resell, transfer, distribute, share or exploit for commercial purposes any Service. You must follow all other service and security regulations issued or adopted by Downtown London and Turnstyle. Downtown London and Turnstyle reserves the right to limit or lockout your use should such use be in contravention of these Terms and Conditions. In addition, Downtown London and Turnstyle each reserve the right to limit or restrict your usage or the speeds at which you receive the Service at their discretion.

5. SERVICE AVAILABILITY

The Service is only available where Hotspot facilities exist. Downtown London and Turnstyle assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in your geographical area, in particular due to changes in the location and configuration of Hotspots.

6. PERFORMANCE LEVELS

Downtown London and Turnstyle do not guarantee the performance of the Service. You understand that any content that you may access through the Service may be subject to network management in order to ensure that all users of the Services receive reasonable access to the Services.

7. SECURITY AND PRIVACY

Downtown London and Turnstyle respect your privacy and protects your private information according to its Privacy Policy available at www.getturnstyle.com/tos/privacy. Notwithstanding the foregoing, Downtown London and Turnstyle will not be responsible for any corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate termination of your access to the Service. Downtown London and Turnstyle do not ensure or guarantee privacy for users of the Service. Any such use shall be at your sole risk and Downtown London and Turnstyle, their affiliates and their agents shall be relieved from all liability in connection therewith. Hotspots represent additional security risks as compared with wired Internet connection because access to your compatible device is possible without being physically connected to your device, therefore, it is strongly recommended that you (and it is your responsibility to) ensure that the configuration of your device is secure. In order to work with the widest variety of devices, you acknowledge that the Hotspots do not provide any level of encryption (such as WEP, WPA or other encryption and authentication mechanisms).

8. SERVICE BANDWIDTH RESALE OR REDISTRIBUTION PROHIBITED

Resale or redistribution of bandwidth or any other part of the Service for any purpose is strictly forbidden. Failure to comply with this condition will result in immediate cancellation of access to the Services.

9. IP ADDRESS / HOST NAME

Any IP address assigned to you by Turnstyle is the property of Turnstyle at all times. IP addresses may change each time you access at Hotspot, or any time at the discretion of Turnstyle without prior notice to you. Downtown London and Turnstyle assume no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP Addressing.

10. USER INFORMATION

Your messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. Downtown London and Turnstyle have no obligation to monitor the Service. However, you agree that Downtown London and Turnstyle reserve the right to monitor the Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request or as necessary to operate the Service or to protect itself or others.

11. NO LIABILITY FOR CONTENT

Be aware that some content, products or services ("Content") available with or through the Service may be offensive to you or may not comply with applicable laws where you access the Services. You understand that neither Downtown London and Turnstyle nor any of its affiliates attempt to censor or monitor any such Content. You assume total responsibility and risk for access to or use of such Content and for use of the Internet. Downtown London and Turnstyle assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.

12. LIMITED WARRANTY

The Service is provided by Downtown London and Turnstyle on an "as is" and "as available" without warranties or conditions of any kind. You are responsible for the use and compatibility of the Service with any equipment, software, services and/or other materials not provided by Downtown London and Turnstyle ("Third Party Equipment and Services"). Downtown London and Turnstyle disclaim all responsibility for determining compatibility between the Service and any Third Party Provided Equipment and Services. Neither Downtown London or Turnstyle, its affiliates, agents and/or suppliers warrant the performance, availability, uninterrupted use or operation of the Service or any deliverable provided under these Terms and Conditions. The entire risk as to the availability, quality and performance of the Service or any deliverable provided under these Terms and Conditions is with you. YOUR SERVICE PROVIDER(S) MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICE, HARDWARE, SOFTWARE OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER, OR ANY MERCHANDISE, INFORMATION, CONTENT OR SERVICE PROVIDED ON THE INTERNET AND ALL REPRESENTATIONS,

WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

13. LIMITATION OF LIABILITY

In the event of any breach by Downtown London and Turnstyle, its affiliates, suppliers, or agents, including any breach of a fundamental term of these Terms and Conditions or any negligence, your exclusive remedy shall be to terminate your access to the Services. Other than the foregoing remedy, under no circumstances shall Downtown London and Turnstyle, its affiliates or its agents be liable to you or any third party for: (i) any direct, indirect, special, or consequential damages, including, without limitation, loss of profits and loss of business opportunities that result in any way from these Terms and Conditions, including your use of the Service or access to the Internet, Content or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion or corruption of data, information or files, errors, defects, delays in preparations, or transmission, or failure of performance, or (ii) any losses or expenses (including legal fees) arising out of, or in connection with any allegation, claim, suit or other proceeding based upon a contention that the use of the Service by you or a third party through your account infringes the intellectual property rights or contractual rights of any third party.

14. USER SUSPENSION

These Terms and Conditions may be terminated by you by ceasing to utilize the Services. Downtown London and Turnstyle may suspend or restrict the Service, at any time without notice, or terminate these Terms and Conditions, including your right to access or use the Service, at any time if: (i) the operation or efficiency of the Service is impaired by your use of the Service; or (ii) you have breached of any term or condition of these Terms and Conditions. Downtown London and Turnstyle shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of your right to use and/or access the Service and/or these Terms and Conditions shall not relieve you from any liability accruing hereunder prior to the time that such termination becomes effective.

15. THIRD PARTY BENEFICIARY

The Service Provider(s) are third party beneficiaries of these Terms and Conditions and as such are entitled to its protections and may enforce the rights afforded by these Terms and Conditions.

16. MISCELLANEOUS

These Terms and Conditions and all documents and policies referenced herein, constitute the entire agreement and understanding between Downtown London and Turnstyle and you pertaining to the subject matter hereof and shall supersede and replace all prior agreements, understandings and representations, written or oral, regarding such subject matter. Failure by Downtown London and Turnstyle to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. If any of the provisions contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. Where any provision of these Terms and Conditions conflicts with an applicable tariff, the tariff shall supersede these Terms and Conditions only in respect of the conflicting provision. These Terms and Conditions shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. Downtown London and Turnstyle may assign its rights and obligations under these Terms and Conditions to any affiliated entity without your prior written consent. You may not assign or transfer these Terms and Conditions. In no event shall Downtown London and Turnstyle be liable for any failure to comply with these Terms and Conditions if such failure results from any condition or event beyond the reasonable control of Downtown London and Turnstyle, including, but not limited to, fire, flood, earthquake, any elements of nature or acts of God, theft, riot, strike or other labour disturbance, power failure or war.