



## Term & Conditions

The following are the Terms and Conditions for purchases of GOTTA WIFI products and/or services from COREON MOBILE SOLUTIONS INC. In order to place an order with our Company, you must read and agree to the terms and conditions ("**Terms and Conditions**") set forth below. It is your responsibility to read and fully understand the Terms and Conditions completely and thoroughly, so please do not hesitate to contact us if you have any questions.

GOTTA WIFI and you (the "**Customer**") hereby agree to the following Terms and Conditions with respect to the product and/or service offering by COREON MOBILE SOLUTIONS INC. to the Customer of the wireless communication device and peripheral equipment (the "**Equipment**"), including, but not limited to, mobile hotspots, USB cables, User Manuals, and related or additional services (the "**Services**") which are described herein or included in any written agreement between Customer and GOTTA WIFI for products and/or services (the "**Agreement**").

### **A. Acceptance of Terms and Conditions**

1. If the Customer places an order via the GOTTA WIFI website (*[gottawifigottawifi.coreonmobile.com.ph](http://gottawifigottawifi.coreonmobile.com.ph)*), the successful online payment transaction shall constitute the Customer's acceptance of the Terms and Conditions. If the Customer places
2. an order via GOTTA WIFI authorized Distributors or by any other method, acceptance of the Equipment shall constitute the Customer's acceptance of these Terms and Conditions.

### **B. Authorization**

1. If the Customer is an entity other than an individual, the person signing the Agreement represents and warrants that he/she has been properly authorized and empowered to enter into the Agreement on behalf of such entity.

### **C. Equipment Delivery**

1. An order for the Equipment must be placed by the Customer before 4:00 PM (Philippine Standard Time) Monday to Saturday in order to be prepared for standard delivery options which include courier's delivery to the designated address by Customer order or self-pick-up at GOTTA WIFI specified sales network, whichever way the Customer may choose in his/her discretion when placing the order.
2. If the Customer's order for Equipment arrives after 4:00 PM, then the Equipment order will be considered to be placed on the next business day (cut-off for accepting order for delivery) from the end of the Usage Term (the time period in which the Customer is being charged for the



Services), the Customer has three (3) business days to return the device to GOTTA WIFI branch. Late fees begin to accrue on the FOURTH (4) business day after the Usage Term ends.

3. GOTTA WIFI will take responsibility for the Equipment during transportation to the Customer's address as designated by the Customer. Charges for the delivery will depend on the area of the customer's location. (Please contact Customer Support for details & special offer in deliveries of the equipment).
4. GOTTA WIFI will use reasonable efforts to deliver the Equipment prior to the date the Customer is scheduled to leave the country, but it shall not incur any liability in the event of any delay caused by force majeure or other circumstances beyond its control.
5. The Customer will accept the Equipment when delivered on or before the Departure Date, and if for any reason the Customer fails to accept the Equipment when delivered on or before such date, the Customer shall nevertheless be liable for the stated Service Charges and any applicable cancellation charge per the Terms & Conditions (see section D.9) in which the Equipment was ordered.
6. If the Customer is not present when the Equipment is delivered to the Customer's address, the Customer is authorizing GOTTA WIFI and its agent or delivery company to drop off the Equipment at the Customer's shipping address. From the time the equipment is delivered to the Customer's address, the Customer is responsible for the care of the Equipment.

#### **D. Charges**

1. Service Period or Usage Term – The number of days between the Departure Date and Return Date as specified by Customer in placing an order with GOTTA WIFI.
2. The data roaming package rates are calculated either on a per-day basis or monthly basis
3. A rental security deposit amounting to Two Thousand Five Hundred Pesos (PHP 2,500.00) will be required upon payment and will be credited back to the Customer when all the Equipment is returned to GOTTA WIFI in good and working condition at the end of the Service Period or Usage Term.
4. An Insurance Fee of PHP 500.00 will also be required upon payment. Insurance fee will also be returned to the customer once the equipment is properly assessed. Partial damage of Equipment will be deducted from the insurance fee.
5. If in case the equipment was found to be totally damaged or lost. The security deposit and insurance fee will be both forfeited. This is to cover the purchase value of the device.
6. GOTTA WIFI is entitled to bill the Customer, on a delayed basis, at any time after the Equipment has been returned for any and all charges for which the Customer shall be responsible pursuant hereto, whether or not GOTTA WIFI is aware of such charges or damages at the time of the return of the Equipment. All charges, damages, and other amounts billed pursuant to this Agreement are



payable by the Customer at the end of Service Period or Usage Term, or if not computed at the end of the Service Period or Usage Term, then upon demand given by GOTTA WIFI to the Customer.

7. The Rental charged to the Customer's credit card or by other payment methods acceptable to GOTTA WIFI upon placement of the Customer's order. Any other amount due to GOTTA WIFI

under this Agreement are payable at the end of the Usage Term or on such date as may be specified by GOTTA WIFI in writing. GOTTA WIFI shall be entitled to charge interest at the rate of five percent (5%) per month (or partial month) the or highest lawful rate, whichever is less, on any overdue amounts.

8. GOTTA WIFI reserves the right to charge a late return fee of Two Hundred Pesos (PHP 200.00) per day for every additional day incurred after three (3) working days of the Customer's indicated return date. The Customer shall notify GOTTA WIFI not later than two (2) working days after the indicated return date if there were any difficulties in returning the Equipment within this period for case-by-case consideration.
9. Customer shall inform GOTTA WIFI service team immediately of any cancellation of this Agreement. There is no penalty if the cancellation is done more than three (3) working days before the indicated departure date. The amount paid for by the Customer shall be refunded within five (5) to Twenty (20) banking days depending on the payment mode. A penalty of One Thousand Pesos (PHP 1, 000.00) shall be imposed if the cancellation is done within or less than three (3) working days before the indicated date of departure. Also, a penalty of One Thousand Pesos (PHP 1, 000.00) shall be charged if the cancellation is done on/after the indicated departure date. Any remaining amount will be refunded within five (5) to Twenty (20) banking days depending on the payment mode made by the customer.
10. The Customer shall be liable for any and all damages sustained by the Equipment directly resulting from the Customer's intentional acts, fault or negligence. GOTTA WIFI shall and hold the right to bill the Customer, at any point in time after the Equipment has been returned, upon its discovery of the damages and/or missing components on the Equipment. All charges and amount billed pursuant to this Agreement are payable by the Customer at the end of the rental period, or if not, computed at the end of the rental period, then upon demand by GOTTA WIFI to the Customer.

| <b>Loss and Damage of:</b> | <b>FEE</b>    |
|----------------------------|---------------|
| Equipment                  | PHP 3, 000.00 |
| Bag/Pouch                  | PHP 200.00    |
| Cable                      | PHP 100.00    |
| Product Manual             | PHP 50.00     |



10. All prices are in Philippine Pesos tax inclusive
11. If the Customer is having any difficulty with using the Service while at their destination, the Customer must notify GOTTA WIFI within the Service Period or Usage Term in order to qualify for any possible refund or discount to a Charge. Any refund or discount to a Charge is provided solely at GOTTA WIFI discretion.

### **E. Payment and Forms of Payment**

1. The Deposit Fee is charged to the Customer's credit card or by other payment methods acceptable to GOTTA WIFI upon placement of the Customer's order. Any other amounts due to GOTTA WIFI under this Agreement are payable at the end of the Service Period/Usage Term or such date as may be specified by GOTTA WIFI in writing.
2. By providing GOTTA WIFI with a Credit Card, the Customer represents that GOTTA WIFI is authorized to make charges on such account.
3. At GOTTA WIFI's sole discretion, it may establish invoicing for corporate or other Customers.

### **F. Use of Equipment**

1. Upon delivery to the Customer, GOTTA WIFI will provide instructions on the use of the Equipment by way of a User's Manual.
2. The Customer will use the Equipment in a careful and proper manner and in accordance with the instructions within the User Manual and in no other method.
3. The Customer agrees not to:
  - \* Use the Equipment in any country not listed in the original order for purposes other than the setup and configuration;
  - \* Effect any repairs or modifications to the Equipment, or attempt to reverse engineer the Equipment;
  - \* Remove or interfere with any certification markers affixed to the Equipment;
  - \* Deface, modify or add to the Equipment;
  - \* Sublet or allow the use of the Equipment by any unauthorized third party; or
  - \* Attempt to dispose of the Equipment, or encumber or grant any interest in the Equipment to any unauthorized third party.



4. In the event of any loss, damage, theft, or disappearance of the Equipment during the Service Period or Usage Term of the Customer, regardless of circumstances, the Customer shall pay GOTTA WIFI upon its demand, an amount equivalent to the value of the Equipment in accordance with GOTTA WIFI then-current listed prices in the Terms and Conditions. In the event the Equipment is stolen or lost, the Customer is liable for all Service Charges on such Equipment until it is deactivated by GOTTA WIFI.
5. During the Use of the Equipment, the Customer should contact GOTTA WIFI for any troubleshooting or customer support issues in order to provide GOTTA WIFI the opportunity to resolve any such difficulties.

#### **G. Loss or Damaged Equipment**

1. In the event that the Customer's Equipment has been lost, damaged, stolen, or disappeared, the Customer must notify GOTTA WIFI immediately by customer support hotlines (pls see SLA for contact details.)

#### **H. Repair or Replacement of Damaged Equipment**

1. If the Equipment is not in working order when received by the Customer or subsequently malfunctions then the Customer must notify GOTTA WIFI of such fact immediately.
2. GOTTA WIFI will repair or replace the Equipment as soon as possible after GOTTA WIFI has been notified of the problem by the Customer and provided that the Customer has not committed any breach of his/her agreement with GOTTA WIFI.
3. GOTTA WIFI will provide the Customer with the same or similar equipment (which shall constitute the Equipment for purposes of this Agreement) as soon as possible for a period equivalent to the part of the unexpired Service Period or Usage Term when the malfunction occurred.
4. If GOTTA WIFI finds that the Equipment reported as faulty is in working order then the Customer will pay the cost of collection and delivery of the replacement Equipment in addition to the other fees payable under the Terms and Conditions.

#### **I. Ownership**

1. The Equipment shall at all times remain under the ownership and constitute property of GOTTA WIFI. The Customer has no right other than the temporary use of the Equipment.
2. During the Service Period or Usage Term, no dismantling or part replacements for the Equipment shall be authorized without the written approval of GOTTA WIFI.

1. The use of the Equipment and all Services may be terminated or deactivated without notice to the Customer by GOTTA WIFI upon any of the following events:
  - (a) GOTTA WIFI has reason to believe that the Equipment was obtained by misrepresentation or fraudulent means;
  - (b) GOTTA WIFI has reason to believe that the meter on the Equipment has been tampered with;
  - (c) GOTTA WIFI has reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws;
  - (d) Any breach of these Terms and Conditions including the payment terms;
  - (e) detection of unusually high usage, or possible theft or fraud.

GOTTA WIFI may also, at its sole discretion and in addition to other remedies available hereunder at law or in equity, take immediate possession of the Equipment without being obliged to repay any portion of the Service Charges. GOTTA WIFI may also terminate these Terms and Conditions without any liability whatsoever in the event that the Services are not available to GOTTA WIFI or becomes unavailable for any reason. No remedy of GOTTA WIFI shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

2. Should the Customer
  - (a) obtain use of the Equipment by any misrepresentation or fraudulent means, or
  - (b) tamper with Equipment, or
  - (c) use the Equipment for any illegal or improper purpose, or in violation of applicable laws, or
  - (d) otherwise commit a breach of these terms and conditions, then GOTTA WIFI may, at its option and in addition to other remedies available hereunder at law or in equity:
    - (1) terminate this agreement,
    - (2) immediately terminate all services to the customer, and
    - (3) take immediate possession of the Equipment without being obliged to repay any portion of the Rental Charges.

GOTTA WIFI may also terminate this Agreement without any liability whatsoever to the Customer in the event that Services is not available to GOTTA WIFI by a systems operator. No remedy of GOTTA WIFI shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.



### **K. Applicable Law**

1. This Agreement shall be governed by the laws of the Republic of the Philippines, without giving effect to its choice of laws or provisions. Any legal action or similar proceedings shall be instituted and held in the Philippines, and Customer consents to the exclusive venue and jurisdiction of the courts in the Republic of the Philippines.

### **L. Liability, In-Country Service, & Representations**

1. Fair Use Policy ("FUP")– In some countries, a Fair Use Policy may be in place in accordance with the business practices of the local internet service provider (the local in-country wireless network carrier or operator). If an FUP is in place, it may limit the transfer of a specific amount of data over a period

of time. Internet service providers commonly apply a cap on the amount of wireless data when an individual user has exceeded a certain amount of data within a specified time period, which can result in a throttling down (slow down) of the connection speed. The Customer acknowledges that an FUP may be in place and accepts this possibility, and the Customer will not hold GOTTA WIFI liable for any FUP, throttling, or related issues which could affect the performance of the Equipment or the Customer's usage experience.

2. GOTTA WIFI warrants that the Equipment will be in working order when it is delivered to the Customer, but GOTTA WIFI cannot be responsible for the performance of the Equipment or the operation of the networks to which the Equipment is connected. The Customer acknowledges that the Services may be temporarily interrupted (including dropped calls or weak signals), delayed, or otherwise limited due to a variety of causes, including but not without limitation to transmission limitations or interruptions, atmospheric conditions, system capacity limitations, network coverage, cell tower location/placement, wireless signal strength, network system, or equipment failure. The Customer's particular geographic location within a country, building, or structure, as well as a variety of other related causes, may also affect the Equipment performance.
3. Subject to these Terms and Conditions, the Customer shall be solely responsible for and shall indemnify and hold harmless GOTTA WIFI against all claims, demands and liability arising as a result of the lease, possession, use, condition, operation or misuse of the Equipment by the Customer or third parties, or of the services provided hereunder, whether in breach of these Terms and
4. Conditions or otherwise arising howsoever. This indemnity provision shall survive the termination of this Agreement.



5. GOTTA WIFI will in no event be liable for nor shall the customers make any claim against GOTTA WIFI for any liability, claim, loss, injury, damage or expense of any kind (Including lost Profits) whether Direct, Indirect, Incidental or consequential caused by the equipment or the failure of the Equipment to operate correctly or at all, or for any delay faultiness (such as degradation of service) or Failure of the Services
6. The Customer shall be liable to GOTTA WIFI for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce GOTTA WIFI rights under this Agreement.
7. GOTTA WIFI reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that GOTTA WIFI detects unusually high usage or possible fraud in accordance with general operating practices and procedures in the cellular industry, and GOTTA WIFI shall have no liability whatsoever to the Customer for such deactivation.

#### **M. General**

1. The headings in this Agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.
2. No waiver by GOTTA WIFI of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
3. This Agreement cannot be assigned or transferred by the Customer, nor can this Agreement be modified (or any provision waived or modified) except by a written instrument signed by GOTTA WIFI or its authorized agent. This Agreement constitutes the entire agreement between GOTTA WIFI and the Customer with regard to the subject matter hereof, and there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied,
4. statutory or otherwise, concerning the use of the Equipment or the Services, other than as set forth herein.
5. GOTTA WIFI is not liable for any lack of privacy or security which may be experienced by the Customer with regard to the Services. The Customer authorizes GOTTA WIFI monitoring and recording of data concerning the Customer's account or the Services and consents to GOTTA WIFI use of automatic dialing equipment to contact the Customer. GOTTA WIFI has the right to intercept and disclose transmissions in order to protect its rights or property as permitted by applicable laws.
6. These Terms and Conditions may be amended or modified by GOTTA WIFI in its discretion at any time by providing notice to Customer of such changes by email address of the Customer, or by any other reasonable means.