

CANAL PLACE
PUBLIC WIFI TERMS & CONDITIONS

May 28, 2019

Terms & Conditions
Wilson Canal Place I, LLC & Wilson Canal Place II, LLC

TERMS, CONDITIONS AND NOTICES

Wilson Canal Place I, LLC & Wilson Canal Place II, LLC (collectively, "Canal Place") **TERMS OF USE AGREEMENT** (the "Agreement")

AGE LIMIT: You must be 13 years of age or older to register or provide and use the Licensed Products (as defined below). If you are not 13 years of age or older, you may not click 'Submit' or provide Canal Place with any personally identifiable information. If you are 13 years of age or older but not of legal age to enter into a contract, you should review these terms and conditions with your parent or guardian to make ensure your parent or guardian understand and accept the below terms and conditions.

1. **GRANT OF LICENSE** Canal Place grants to you, a personal, non-exclusive and non-transferable right to Use the Benecom product, and any other products delivered by Canal Place from time to time (the "Licensed Products") and all associated documentation solely in object code format. In the context of this Agreement, "Use" means that a single user may install and operate one copy of the Licensed Products on a single device owned and controlled by such single user (a "Device") at any given time.

2. **RESTRICTIONS ON USE** You agree that you will not:

- (a) copy the Licensed Products;
- (b) network the Licensed Products or otherwise use them on more than one Device at any one time;
- (c) reverse engineer, decompile or disassemble the Licensed Products;
- (d) use the Licensed Products in any manner that is not expressly authorized herein;
- (e) permit third parties to use the Licensed Products in any way that would constitute a breach of this Agreement;
- (f) modify or adapt the Licensed Products or merge the Licensed Products into any other computer program;
- (g) transmit any material that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous or invasive of another's privacy;
- (h) use the Licensed Products to harm, or attempt to harm, minors in any way;
- (i) use the Licensed Products to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the service;
- (j) transmit any material that you do not have a right to make available under any law;

- (k) transmit any material that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (l) transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam" "chain letter", "pyramid schemes" or any other form of solicitation;
- (m) transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- (n) use the services for excessively high-volume data transfers.

3. INTELLECTUAL PROPERTY Canal Place, or other third parties, own all intellectual property rights in the Licensed Products, related written materials, logos, names and other support materials furnished with the Licensed Products. No title to the intellectual property in the Licensed Products, the documentation, magnetic media or any other material provided therewith is transferred to you by this Agreement.

4. TERM This license shall continue for as long as you are entitled to possess and operate the Licensed Products. However, this license will terminate immediately if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Licensed Products. The limitation of warranty and remedies set out below shall continue in force even after any termination of this Agreement.

5. LIMITED WARRANTY THE LICENSED PRODUCTS AND RELATED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Canal Place DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE ERROR-FREE. IN NO EVENT SHALL Canal Place BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE LICENSED PRODUCTS.

Although Canal Place has taken all commercially reasonable steps to provide a secure system, within the limitations imposed by network and computer infrastructure, Canal Place does not guarantee that communication over their network shall be secure from monitoring or tampering, nor that information stored on any Device connected to the network shall be secure from monitoring or tampering. THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET AND HEREBY RELEASES Canal Place FROM ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.

6. LIMITATION OF REMEDIES Canal Place's liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Licensed Products or \$25 USD, whichever is greater.

7. USE OF PUBLIC INTERNET PROTOCOL ADDRESSES If you have elected to use a public Internet Protocol address you face special risks. With such an address, your Device is directly accessible from the Internet; Canal Place's firewall is not interposed and is therefore unable to protect you. Your Device may be subject to attacks in which malicious users scan your private data and load destructive programs onto your Device. Canal Place advises against using a public Internet Protocol address unless your Device is equipped with a personal firewall or Virtual Private Network client. By electing to use a public Internet Protocol address, you assume all risk and hold Canal Place harmless in the event of any damage you may suffer due to another person monitoring your communications.

8. WIRELESS ACCESS If you have elected to use wireless access, such as that based on the IEEE 802.11b standard ("Wi-Fi") you face special risks. Wi-Fi transmissions are broadcast;; anyone within range of the signal can monitor other users' communications. Even if you use the WEP encryption technology provided with Wi-Fi, malicious users may be able to decode your communications. Canal Place advises against using Wi-Fi unless your Device is equipped with a Virtual Private Network client to provide adequate encryption. By electing to use Wi-Fi, you assume all risk and hold us harmless in the event of any damage you may suffer due to another person monitoring your communications.

9. LINKS TO THIRD PARTY SITES The Licensed Products may provide you with hyperlinks that direct you to websites operated by parties other than Canal Place. Such hyperlinks are provided for reference purposes only. As Canal Place has no control over such sites and the resources therein, you acknowledge and agree that Canal Place is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any content, advertising, products, or other materials or information on or available from such sites or resources. You further acknowledge and agree that Canal Place shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content available on or through any such site or resource.

10. VIRUSES Canal Place assumes no responsibility and shall not be liable to you or to any other party for any damages to or viruses that may infect Device equipment or other property on account of access to or use of the Licensed Products.

11. CONSENT TO CANAL PLACE'S USE OF USER'S PERSONAL INFORMATION Canal Place collects the information you manually provide in order to initiate Use of the Licensed Products. Some of the information you manually provide may be "Personal Information," such as your name and contact information. Generally, Canal Place uses such Personal Information for the following purposes: to provide the information, products and services that you request in connection with your Use of the Licensed Products; to better understand your needs and interests; to provide you with a personalized experience when you use the Licensed Products; to improve the content, functionality and usability of the Licensed Products; to contact you with information and notices related to your Use of the Licensed Products; to contact you with special offers and other information we believe will be of interest to you (in accordance with any preferences you have expressed to Canal Place); to invite you to participate in surveys and provide feedback to Canal Place (in accordance with any preferences you have expressed to us); to improve Canal Place's products and services; to improve Canal Place's marketing and

promotional efforts; for security, credit or fraud prevention purposes; and for any other purpose identified in any other agreement between you and Canal Place.

12. CHANGE OF TERMS The terms of this Agreement may be changed at Canal Place's sole discretion and without notice.

13. GOVERNING LAW This license will be governed by the laws in force in the state of Louisiana, U.S., excluding the application of its conflicts of law rules. This license will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any claim or suit brought by you against Canal Place in any way relating to your use of the Licensed Products or this Agreement may only be brought in the courts of the state of Louisiana, U.S.

14. SEVERABILITY Whenever possible, each provision of this Agreement may be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15. ENTIRE AGREEMENT The terms of this Agreement contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersedes all prior and contemporaneous agreements or understandings between or among any of the parties, whether written or oral. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties.

SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, OR IF YOU DESIRE TO CONTACT Canal Place FOR ANY REASON, PLEASE FEEL FREE TO CALL Canal Place AT (504)522-9200 (9-5 C.S.T.).

"Submit" BUTTON OR USING THE LICENSED PRODUCTS YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PLEASE EXIT AND DO NOT USE THE LICENSED PRODUCTS.