

Roaming.lu : End User Terms

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4. You may not use the Services to take any actions or make any statements that: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation (including without limitation those regarding export control); (c) are defamatory, trade libelous or unlawfully threatening; (d) are pornographic or obscene; (e) violate any laws regarding unfair competition, antidiscrimination or false advertising, or (f) result in the distribution of viruses, Trojan horses, worms, time bombs, cancelbots, chain letters or other similar harmful or deleterious programming routines, or (g) result in the unauthorized entry to any other machine accessible via the network. You may not use the services to distribute any bulk unsolicited emails or otherwise cause an excessive or disproportionate load on Visual Online S.A.'s

or its suppliers' infrastructure, or to otherwise interfere with or disrupt network End Users, services or equipment. Any access to other networks connected to Visual Online S.A.'s and its suppliers' networks must comply with the rules appropriate for such networks. Violation of the foregoing may result in termination of access. Given the current regulatory and technical environment you should not have an expectation of privacy in your online activities

5. iPass and its suppliers shall be deemed to be third-party beneficiaries of this agreement, with the right to enforce the terms of this agreement.

6. In this Agreement, Visual Online S.A.'s suppliers include iPass Inc. and its Suppliers. You agree that this Agreement is expressly for the benefit of Visual Online S.A. and its suppliers and may be enforced by them.

7. You may not resell or redistribute any of the Services.

8. Subject to the terms and conditions of this agreement, Visual Online S.A. grants to you a non-exclusive, non-transferable, limited license right exercisable solely during the term of this agreement to install and use iPassConnect. You acknowledge that the software contains the valuable information of iPass and its suppliers, and agree not to cause or permit the modification, reverse engineering, translation, disassembly, or decompilation of, or otherwise to attempt to derive the source code of such software, whether in whole or in part (except to the extent permitted by applicable law). You will not obfuscate, alter or remove any copyright, trademark or other proprietary notice or legend on or in the software and associated documentation and will include all such markings in all copies of such materials.

9. The Services may be suspended or terminated if you breach these terms.

ADDITIONAL TERMS FOR END USER AGREEMENTS WITH BUSINESS ENTITIES

10. Any breach of these terms by your End Users shall be deemed a breach by you.

11. Subject to the terms and conditions of this Agreement, Visual Online S.A. grants you the following royalty-free, non-exclusive, non-transferable, limited license rights exercisable solely during the term of this Agreement: (a) the right to reproduce, exactly as provided by Visual Online S.A., object code copies of the Client Software, as needed for distribution to your End Users; and (b) the right to distribute such copies of the Client Software solely to your End Users. [Only if the Business Entity has subscribed to Corporate Access: Subject to the terms and conditions of this agreement, Visual Online S.A. grants to you a non-exclusive, non-transferable, limited license right exercisable solely during the term of this agreement to install and use the Server Software on servers at your location solely in order to provide the service to your End Users.] You may make a reasonable number of copies of the Client Software for archival purposes. You acknowledge that the software contains the valuable information of iPass and its suppliers, and agree not to cause or permit the modification, reverse engineering, translation, disassembly, or decompilation of, or otherwise to attempt to derive the source code of such software, whether in whole or in part (except to the extent permitted by applicable law). You will not obfuscate, alter or remove any copyright, trademark or other proprietary notice or legend on or in the software and associated documentation and will include all such markings in all copies of such materials.

iPASS Privacy Policy

iPass Inc., having a principal place of business at 3800 Bridge Parkway, Redwood Shores, CA 94065, USA ("iPass"), and its group companies including iPass (U.K.) Ltd., iPass Holdings Pty Ltd., iPass Japan, Inc., iPass Asia Pte Ltd (referred to as, "iPass") take your privacy seriously. This Privacy Policy explains the steps iPass take to ensure information about you is kept secure and confidential.

Please read this Privacy Policy carefully. Once you use the iPass Service you will be deemed to have read and consented to the uses of your personal data set out in this Privacy Policy. You must not use the iPass Service if you do not accept this Privacy Policy.

A. What Information iPass Collects

1. In order to use the iPass Service through an iPass reseller, or as an authorized user of a direct iPass corporate customer, you must provide the following Information:

- a. your user name/identification;
- b. your domain/realm;

This information is required in order to use the iPass Service.

2. By virtue of providing you with the iPass Service, iPass may come into possession of information and data regarding you, and anyone you allow to use the iPass Service. This information and data includes,

- a. Authentication domain and user name/identification;
- b. Date, time and duration of session;
- c. Technical or network data provided to or obtained by iPass in connection with the provision of Services
- d. Country, state, and city where the Service was used:

The information submitted by you and collected by iPass as set forth above shall be referred to collectively as the "Information". Collection and processing of the Information is required in order for iPass to provide you with the iPass Service.

B. Purposes For Which iPass Uses the Information

1. *Use of Your Information.* iPass will use, process your Information (including intra-group transfers and transfers to iPass subsidiaries): (a) for purposes of providing you with the Service(s) ordered or requested by you; (b) to incorporate your Information into databases controlled by iPass for the administration, provisioning, billing and reconciliation, verification of your identity, maintenance, support and product development, fraud detection and prevention, revenue and customer analysis and reporting, and market and customer use analysis. iPass may also use Information to contact third parties in connection with inappropriate use of the iPass Service. You agree to obtain all legally required consents and permissions in order for iPass to use, processing and transfer Information of anyone you authorized to use the iPass Service as described in this clause.

2. *Location technology:* Please note that when you use the iPass Service, iPass will be able to identify where you are located. This Information is required to supply the Service to you (including support services) and to invoice you for the Service. Location technology will not be used for any purpose other than providing you the Services and ensuring legitimate use of those Services. iPass considers its ability to locate where you are when you use the Service to be fundamentally necessary to enable iPass to provide the Service. Therefore if you object to our use of location identification technology, do not use the Service.

3. *Overseas transfers of your Data:* Information submitted by you to iPass may be transferred to iPass subsidiaries and other third parties identified in this policy who are located in other countries that do not provide statutory protections for personal information (of particular importance for our European

customers are transfers made to the USA.) This Information will only be transferred abroad for performing the purposes for which it was disclosed as set forth in this policy.

C. Sharing Your Details with Third Parties

1. Except as detailed below, iPass does not sell or disclose the Information to any third parties nor otherwise provide such Information to marketing organizations or to any non-affiliated iPass entity.
2. iPass will share the Information with third parties in various, limited ways.

a. In connection with your use of the iPass Service, iPass will only share Information to third parties (such as its authorized resellers from whom you are buying the iPass Service) to enable iPass to provide you with the Service, including provisioning the Service, billing and reconciliation, verification of your identity, maintenance, support, fraud detection and prevention. You understand that iPass will not be able to provide you with the Service if you do not consent to iPass use of the Information in this manner.

b. iPass may disclose Information if you breach this Privacy Policy or the Web Site Terms and Conditions. We may also disclose your Information if required to do so by law or requested to do so by any Governmental or law enforcement agency.

D. Requests To Cease Use Of Your Details

1. As detailed above you may request that we stop using Information for certain activities by sending an e-mail to privacy@ipass.com or by writing to Privacy, iPass Inc., 3800 Bridge Parkway, Redwood Shores, California 94065 USA giving specific details of your request. If you request that your Information no longer be processed for purposes which are necessary for us to supply the Service to you then iPass will cease providing you with the Service.
2. If you have any complaints relating to this Privacy Policy or how we deal with your information please contact us at e-mail to privacy@ipass.com or by writing to Privacy, iPass Inc., 3800 Bridge Parkway, Redwood Shores, California 94065 USA. Please note that in order to better protect you and safeguard your Information, we take steps to verify your identity before granting access or making corrections to your information.

E. Security

1. Keeping Information about you secure is very important to iPass. To this end, iPass uses encryption, firewalls and other technology and security procedures to help protect the accuracy and security of your personal Information and to help prevent unauthorized access or improper use. For example, you will note that while using some features of the iPass web sites and online services, you will need to submit a password or some other type of authenticating information.

While iPass strives to protect your Information, no data transmission over the Internet can be guaranteed to be totally secure and therefore iPass cannot ensure or warrant the security of any information you send to us. You transmit or receive any information via the iPass Service at your own risk.

The iPass Customer Privacy Policy is subject to change at any time. We encourage you to review the privacy policy at www.ipass.com regularly for any changes.