Boingo Wi-Fi Access Terms and Conditions

Brim may vary these terms and conditions at its discretion or terminate the benefits at any time with our without notice. We may provide notice by including a message in your monthly statement or by writing to you or contacting you by email.

1. Eligibility

Each Primary Cardmember and Additional Cardmember with a valid and active Brim Mastercard[®], Brim World Mastercard[®] or Brim World Elite Mastercard[®] will be entitled to Wi-Fi with Boingo (the "**Service**"). The Service is limited to up to four devices (each a "**Device**"), such as laptops, tablets, smartphones and/or other devices with embedded Wi-Fi technology.

2. Registration

To use the Service, Primary Cardmembers and Additional Cardmembers are required to first create an account on the Brim Boingo site <u>brim.boingo.com</u>.

3. The Wi-Fi network service is provided by Boingo

By subscribing for this benefit, you acknowledge that Brim and Mastercard are neither responsible for nor guarantee the quality, security, coverage or availability of Boingo's network of Wi-Fi hotspots or partners, and you agree that use of the Boingo Wi-Fi network is at your own risk.

4. Use of the Wi-Fi services is governed by Boingo's terms

Your use of Boingo's Wi-Fi services is subject to Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions, including Boingo's terms of use, privacy and security policies available at <u>www.boingo.com</u>. You will be given the opportunity to review Boingo's customer agreement, end user license agreement and other applicable legal terms and conditions before you enroll in the Boingo Wi-Fi for Mastercard Cardholders program benefit. By using the Service, you agree to Boingo's terms and conditions and other terms and conditions, including Boingo's privacy and security policies available at <u>www.boingo.com</u>. By downloading the Boingo Wi-Finder tool, you are giving Boingo permission to access your locations. Use of the Service is at your own risk.

5. Changes to Boingo's Services and Hotspots

Available hotspots in Boingo's network are subject to change at any time. Visit <u>http://wifi.boingo.com</u> for a current listing of hotspots. Boingo may, in its sole discretion, make amendments to its terms and conditions. Any such amendment will be effective upon publication and you are responsible for checking Boingo terms and conditions for such updates.

6. Do you have an existing Boingo plan?

If you have an existing paid Boingo subscription plan, your existing plan will <u>not</u> be automatically cancelled when you enroll in the Boingo's Wi-Fi for Mastercard Cardholders program benefit. If you would like to cancel your existing paid subscription plan, call Boingo's dedicated Boingo Wi-Fi for Mastercard Cardholders program benefit line at +1 310-893-0177. For local phone numbers or additional contact methods visit <u>https://mastercard.boingo.com/contact-us</u>.

7. Termination and cancellation

The Service is non-transferable and may be terminated for breach of any terms or conditions, as well as for abuse of your Boingo Wi-Fi account. The Service is subject to change or cancellation without notice. In the event that you cancel your Brim Mastercard, Brim World Mastercard or Brim World Elite Mastercard, the Service will be cancelled from the effective date of that cancellation. Brim and Mastercard will not be liable to you or any third party for compensation or damages of any type as a result of termination of the Service in accordance with these terms.

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