

Last Updated: January 15th, 2024

Hotspot Customer Community Guidelines

We want the Hotspot Service, the Website, and all other access platforms to Service, (collectively, the “Hotspot Service” or “Service”) to be a fun and flexible way for Customers, Couriers, and Merchants to connect, make money, and get anything delivered.

Customer access to the Hotspot Service

Just like we have guidelines for Couriers, we also have guidelines for Customers. These guidelines outline situations in which a user’s access to the Hotspot Service could be limited, suspended, or even deactivated. These situations include but are not limited to fraud, threats to safety, discrimination, and the quality of other users’ experiences.

Safety

We want the Hotspot Service to be a safe experience for everyone involved: Customers, Couriers, and Merchants. Accordingly, Hotspot reserves the right to terminate the access of any Customer that threatens the safety of a Couriers, Merchant, other Customer, or that otherwise creates a threatening or unsafe situation. Such situations include but are not limited to the following:

- **Inappropriate or abusive language.** Asking overly personal questions, using crude or offensive language, or making comments or gestures that are sexual, aggressive, discriminatory, or offensive.
- **Uninvited contact with a Couriers.** Texting or calling a Courier without invitation (outside of an accepted Hotspot), contacting a Courier via social media without invitation, hugging a Courier, or other unwanted physical contact.
- **Harassment and causing harm to a Courier.** No one should be subject to physical, verbal, or sexual abuse, harassment, domestic violence, robbery, or other acts of violence.
- **Using Hotspot in violation of law.** Asking a Courier to break local or federal laws, deliver illegal products, or use the Hotspot Service to commit a crime.
- **Hazardous or unsafe conditions.** No Courier should be exposed to conditions that would put a Courier in immediate danger to life or limb or in an unsafe situation that could result in injury to the Courier or others, or otherwise makes the Courier fear for their personal safety. This can include dark paths, limited/difficult access, or other barriers.
- **Aggressive or dangerous animals.** No Courier should be exposed to an aggressive or dangerous animal. All animals should be kept restrained while delivery is in progress.

Can unsafe or threatening behavior affect access to the Courier Service?

Yes. If we believe a Customer has potentially threatened the safety of a Courier, Customer, or Merchant, or has otherwise created an unsafe or threatening environment, we may contact the Customer to investigate the situation and may suspend the Customer's access to the Hotspot Service as both a Courier and a Customer pending the outcome of that investigation. We may also temporarily deactivate your account while we investigate the situation. If we ultimately determine a Customer has threatened the safety of a Courier, Customer, or Merchant, we will permanently deactivate the Customer's access to the Hotspot Service as a Courier and/or as a Customer. In all such cases, the Customer will be notified of the situation and given an opportunity to respond and appeal. If an unsafe situation exists that would impact the completion of the Hotspot order, Hotspot reserves the right to cancel the order and charge the Customer for the full amount that would have been due upon a successful delivery (including all applicable fees and the suggested tip).

Discrimination

We prohibit discrimination by or directed at Customers, Courier, or Merchants because of race, color, religion, national origin, disability, sexual orientation, sex, gender identity, age, or any characteristic protected under applicable federal, state, or local law.

Can discrimination affect access to the Hotspot Service?

Yes. If we believe a Customer has discriminated against a Courier, Customer, or Merchant's race, color, religion, national origin, disability, sexual orientation, sex, gender identity, age or any characteristic protected under applicable federal, state, or local law, we may contact the Customer to investigate the situation and may suspend the Customer's access to the Hotspot Service pending the outcome of that investigation. If we determine the Customer discriminated against a Courier, Customer, or Merchant on the basis of a Customer's race, color, religion, national origin, disability, sexual orientation, sex, gender identity, age, or any characteristic protected under applicable federal, state, or local law, we will terminate the Customer's access permanently. In all such cases, the Customer will be notified of the situation and given an opportunity to respond and appeal.

Fraud

You may not use the Hotspot Service to abuse promotions or refunds, dispute charges for fraudulent or illegitimate reasons, provide information that is fraudulent or inaccurate, or otherwise unjustly enrich yourself.

Can committing fraud affect access to the Hotspot Service?

Yes. If we have reason to believe a Customer has engaged in fraudulent activity of any kind, we may contact the Customer to investigate the situation and may suspend the Customer's access to the Hotspot Service pending that investigation. If we determine the Customer engaged in fraudulent activity, we may terminate the Customer's access as a Courier and/or Customer temporarily or permanently. In all such cases, the Customer may be notified of the situation and given an opportunity to respond and appeal. Finally, we reserve the right to pursue any Customer who uses the Hotspot Service to commit fraud for repayment, recoupment, and associated attorneys' fees and expenses.

Restricted products

We want the Hotspot Service to be a safe experience for the Courier, Customer, and Merchant, so we have a shortlist of items that either (a) cannot be delivered to Customers, (b) can only be delivered in limited quantities, or (c) require proof of age and verification. The Restricted Product List is hereby incorporated herein, as may be updated from time to time. If you order delivery of age-restricted products, such as alcohol or tobacco, you agree to present a valid government-issued ID bearing your photograph and verifying your age. You agree to comply with any other laws applicable to the delivery of your order.

Can failure to comply with restricted products guidelines affect your access to the Hotspot Service?

Yes. If we believe that a Customer has broken the law, such as purchasing alcoholic beverages or tobacco products if you are not at least twenty-one (21), or ordering items that are prohibited on the The Restricted Products List, Hotspot may suspend the Customer's access to the Hotspot Service temporarily or permanently. In all such cases, the Customer may be notified of the situation and given an opportunity to respond and appeal.

If a Customer fails to comply with the above, or if the Customer asks for the delivery of any items or combination of items which Hotspot believes (in its sole discretion) may be intended for potentially illegal, fraudulent, or unsafe purposes, Hotspot reserves the right to cancel the order and charge the Customer for the full amount that would have been due upon a successful delivery (including all applicable fees and the suggested tip).

Areas with restricted access

If ordering to any area with restricted access, such as a school, gated community, place of work, or other secure zone, it is the responsibility of the Customer to ensure the Courier is given appropriate information and access necessary to enter and complete the delivery. If access is not possible, it is the Customer's responsibility to designate a

nearby area to come out and meet the Courier. If a Customer fails to comply with the above, Hotspot reserves the right to cancel the order and charge the Customer for the full amount that would have been due upon a successful delivery (including all applicable fees and the suggested tip).

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