

Terms and Conditions (WiFi/Wired Service)

PLEASE MAKE SURE YOU HAVE READ THE BELOW TERMS AND CONDITIONS BEFORE REGISTERING FOR THE WIFI SERVICE

1. Definitions

- "Us", "We", "Our" refers to EASY WI-FI LIMITED the WiFi service provider
- "Customer", "Client" refers to the venue owner () we are providing WiFi access on behalf of
- "The Service" is access to a WiFi internet service managed or provided by us
- "You", "Your" refers to you the end user registering for the service

2. Scope

2.1. This agreement sets out the terms and conditions on which wireless Internet access ("The Service") is provided free of charge (unless otherwise stated) to you by us on behalf of our customer.

2.2. By registering for our WiFi service you are acknowledging you have read and agreed to the terms and conditions and privacy policy.

3. Extent of the Service

3.1. The service is provided for personal use which is the registration and use of a single device and must not be used to extend or alter our network in any way. This means you cannot use your device as a personal hotspot to connect any other device once connected and registered to our network or connect any device that can be used as a network router or access point.

3.2. We do not recommend the use of any websites (or other Internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

3.3. We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

3.4. We have no responsibility for, or control over, the information you transmit or receive via the Service.

3.5. Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

3.6. We do not guarantee:

3.6.1. the availability of the Service;

3.6.2. the speed at which information may be transmitted or received via the Service; or

3.6.3. that the Service will be compatible with your equipment or any software which you use.

3.7. We are not the internet service provider or broadband provider that will be used to connect to the internet. We do not have any responsibility for this service including but not limited to download and upload speeds, bandwidth, and reliability.

3.8. [Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service] we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

3.9. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

3.10. You will fully compensate us against all losses, costs, proceedings, damages, expenses, legal costs or liabilities howsoever incurred as a result of any claim resulting from your breach of clause 3.

4. Your Use of the Service

4.1. You must not use the Service to access Internet Services, or send or receive e-mails, which:

4.1.1. are defamatory, threatening, intimidatory or which could be classed as harassment;

4.1.2. contain obscene, profane or abusive language or material;

4.1.3. contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);

4.1.4. contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

4.1.5. contain material which infringe third party's rights (including intellectual property rights);

4.1.6. in our reasonable opinion may adversely affect the manner in which we carry out our business;
or

4.1.7. are otherwise unlawful or inappropriate;

4.2. Music, video, pictures, text and other content on the Internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

4.3. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 4.1 to 4.2 above.

4.4. We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

4.5. The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 3.8 above.

4.6. Any secure WiFi offering is there to improve the security of your device connection to the WiFi service and does not extend beyond it. Using the secure WiFi offering does not in any way guarantee your communication or data is secure and we do not accept any responsibility or liabilities for the service.

5. Criminal Activity

5.1. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in the United Kingdom or in any state throughout the world.

5.2. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

5.3. You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses and Media Access Control ("MAC") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.

5.4. You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 5.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

6. Data Collection

6.1. We operate in accordance with the Data Protection Act 1998 and in accordance with our 'Privacy Policy' which includes GDPR. You are also required to comply with applicable data protection legislation.

6.2. When registering for the service we will require personal information including but not limited to name, email, and phone number. By registering for the service, you agree that the information provided is accurate at the time of registration and that you will notify us of any changes.

6.3. You agree and acknowledge while using the service we will record the venue and in some cases wireless access point you are connected to, the time and duration of your session, data transfer statistics and Internet Protocol ("IP") addresses and Media Access Control ("MAC") addresses. This data is collected for the following reasons and is held for 12 months.

- Network statistics and troubleshooting
- Information requests to law enforcement
- Marketing (Where consent explicitly given)

7. Other Terms

7.1. You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 3 and 4 above.

7.2. Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue,

time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

7.3. We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

7.4. This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

8. Contacting Us

You can contact us at any time with queries about our service, terms and conditions, or privacy policy at any time using the methods below.

- Email: info@easy-wifi.co.uk
- Post: EASY WI-FI LIMITED, Maylands Business Center, Redbourn Rd, Hemel Hempstead, Herts, HP2 7ES