



Public WiFi

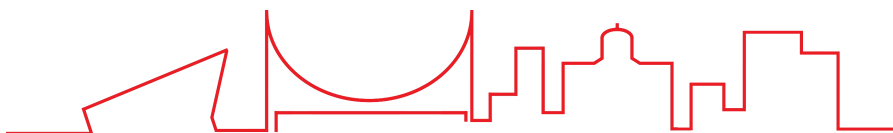
Terms & Conditions

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS FOR PUBLIC ACCESS WIFI SERVICES;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;

These Terms and Conditions shall apply to your use of Connexin powered public access WiFi, 'the service', by using the service you agree to be bound by the terms of use set out below. It is important that you read the following information about the service. Your use of the service constitutes your agreement to our terms and conditions of use.

- a. Connexin does not guarantee the availability or speed of the service nor are we responsible for slow response times, the non-availability of any web site nor any other issue that interferes with your use of the service.
- b. We are not under any obligation to you to provide the service nor are we liable to you (or any third party) in any way if the service is not available for use.
- c. We may terminate the provision of the service without notice and at our discretion.
- d. Use of the service is entirely at your own risk and we will not accept any liability for any loss of any kind.
- e. We cannot guarantee that the service will be compatible with any device or hardware.
- f. We are not responsible for your device's or hardware's inability to use or access the service caused by the state of your device or hardware.
- g. You acknowledge that the service is unsecured and information sent over the network may be visible to others.
- h. We cannot be held responsible for the privacy or security of your activities. It is strongly recommended that you use a personal firewall and take due care when transmitting confidential information such as credit card details over the Internet. For further information about online security, go to www.getsafeonline.org. We cannot be held responsible for any losses resulting from sending confidential information via the Internet.
- i. It is your responsibility to provide antivirus and malware protection for your device or hardware. We will not accept any liability for damage to your device or hardware through you using inadequate security settings or your failure to protect your device by using appropriate software, nor are we responsible for any viruses or spyware which may be downloaded on to your device while using the service.
- j. We assume no responsibility for the safety of your device or for laptop configurations, security, or data files resulting from connection to the service.
- k. We cannot provide technical assistance to you in relation to using the service.
- l. Printing is not available using the service.
- m. We provide access to the World Wide Web for basic web browsing, but do not provide telnet, FTP or Internet Relay Chat software.
- n. To minimise access to inappropriate material we block certain web sites and chat rooms using filtering software. This software, however, may not always prevent access to such material and we are not responsible if any unsuitable sites have not been blocked.



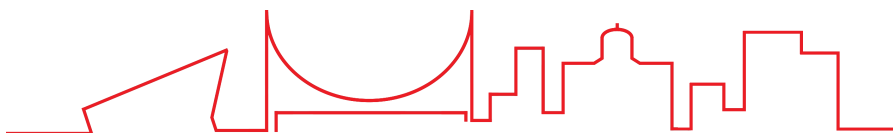
- o. We monitor the use of our WiFi service, including web sites visited. As a provider of Internet service, we are responsible for responding to official requests for information from the police and for complying with legislation such as the Data Protection Act 1998.
- p. We are not responsible for the accuracy, validity or legality of any information made available through the Internet.
- q. We are not responsible in any way for goods, services, information or any other materials or content you obtain through the Internet while using the service.

Data Protection

- a. We provide the service to you in accordance with our **privacy policy**.
- b. Generally, we may use, and you consent to us using, the personal information you give to us when you use the service for the following purposes:
 - 1) To contact you for feedback to evaluate and/or develop the service.
 - 2) To provide you with information.
 - 3) For statistical purposes to monitor the use of the service.
 - 4) To disclose to a regulator, court, law enforcement service, or other public bodies under any regulatory, government or legal requirement.

What are your responsibilities as a user of the service?

- a) Our Acceptable Use Policy (“AUP”) applies to you as a user of the service.
- b) If you have any queries about our AUP, you can contact us by Live Chat on **www.connexin.co.uk**.
- c) Don’t use Connexin Public Access WiFi illegally.
- d) Connexin Public Access WiFi and Connexin’s networks may only be used for lawful purposes in accordance with all laws, statutes, and regulations in force from time to time in the United Kingdom (“Laws”).
- e) You may not use Connexin Public Access WiFi and/or the Connexin’s networks to send, receive, store, distribute, transmit, post, upload or download any materials or data which: violates any Law;
 - 1) is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
 - 2) is or may be harmful to minors; promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
 - 3) is in breach of any third party rights (including any third party intellectual property rights);
 - 4) has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
 - 5) or damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.
- f) We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation



("IWF"). Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as "adult" material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet. For further information regarding the IWF, please visit their website at www.iwf.org.uk. Do not violate anyone's systems or network security. You must not use Connexin Public Access WiFi to violate Connexin's networks' security or any third party's system or network security by any method including:

- 1) unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- 2) unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network;
- 3) or unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network. You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Connexin's Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):
 - 4) programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature; tools designed to compromise the security of other sites;
 - 5) programs or services designed to send or facilitate the sending of unsolicited advertisements;
 - 6) or programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.
- g) You must not connect insecure machines, equipment or services able to be exploited by others to carry out actions which constitute a breach of this AUP. If you do, you must disconnect it immediately, or allow us to disconnect it for you at your expense.
- h) You must not adapt, modify, decompile or reverse engineer any part of the services.
- i) You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to the services. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Connexin.

