

# ConneXions WiFi Terms & Conditions

## 1. INTERPRETATION

### 1.1 In this Contract:

ConneXions WiFi is a trading name of ConneXions Group, Marconi Road, Burgh Road Ind Est, Carlisle, Cumbria, CA2 7NA, registered in England No. 3647785;

"Access Period" means the period during which ConneXions WiFi allows the Customer to use the Service, being 1 hour, 1 day (24 hours), 3 days (72 hours), 1 week (168 hours), 1 calendar month, 9 calendar months or 1 year;

"Compatible Device" means a WiFi enabled PC, laptop and/or Smartphone;

"Contract" means any contract between ConneXions WiFi and the Customer incorporating these conditions ("Conditions") for the provision of the Service;

"Charge Schedule" means the charges payable by the Customer for the Service set out during the sign up process by the Customer for the Service;

"Customer" means the company/person whose order for the Service is accepted by ConneXions WiFi;

"Online Order Form" means the application form submitted to ConneXions WiFi for provision of the Service;

"ConneXions WiFi Website" means the ConneXions WiFi portal which is the first web page displayed once the service has been accessed;

"Service" means the service described in paragraph 3;

"Site" means each physical location of the radio access points offering the Service.

## 2. DURATION OF THIS CONTRACT

This Contract begins when ConneXions WiFi accepts the Customer's application in the form of the Online Order Form and will continue until termination in accordance with the Contract.

## 3. SERVICE

3.1 ConneXions WiFi is under no obligation to accept an order for the provision of the Service.

3.2 The Service allows the Customer with a Compatible Device to establish a wireless connection to the internet for the Access Period.

3.3 To use the Service the Customer must:

- 3.3.1 pay for the Service in advance in accordance with paragraph 5;
- 3.3.2 be located within the radio frequency coverage area of a Site;
- 3.3.3 have compatible computer equipment to access the Service; and

- 3.3.4 log on to the Service using the Customer's username and password in accordance with paragraphs 7.6-7.8.

#### 4. PROVISION OF THE SERVICE

4.1 ConneXions WiFi will provide the Service to the Customer on the terms of this Contract which are the only applicable terms.

4.2 ConneXions WiFi will use the reasonable skill and care of a competent telecommunications service provider to provide the Service to the Customer for the Access Period for which the Customer has paid when full payment has been received. ConneXions WiFi cannot guarantee a continuous, fault-free Service.

4.3 ConneXions WiFi may:

- 4.3.1 for operational reasons, change the technical specification of the Service, provided that any change to the technical specification does not materially affect the performance of the Service;
- 4.3.2 give the Customer instructions which it believes are necessary for reasons of health, safety, security or the quality of any telecommunications service provided to the Customer or any other customer; or
- 4.3.3 temporarily suspend the Service because of an emergency or for operational maintenance or improvements. Service will be restored as soon as reasonably practicable.

Before doing any of these things ConneXions WiFi will give the Customer as much notice as possible.

4.4 ConneXions WiFi will provide a technical helpdesk. If the Customer requires assistance, he or she should contact the helpdesk in the first instance by email and only if this is not possible by telephone. The contact details for the helpdesk are displayed on the ConneXions Group Website.

#### 5. CHARGES

5.1 The charges for the Service will be as set out in the Charges Schedule as notified by ConneXions WiFi to the Customer from time to time.

5.2 The Customer will pay for the Service by credit or debit card in advance. The amount of payment will depend upon the Access Period requested by the Customer.

5.3 The Access Period runs continuously from the time the Customer logs onto the Service. At the end of the Access Period, the Customer will no longer be able to access the Service. If the Customer wishes to access the Service again, the Customer must make a future purchase of the Service.

#### 6. ACCESS TO SITES

6.1 ConneXions WiFi does not authorise or guarantee access to any Sites for the Customer to use the Service and the Customer must seek such consent as is required to access the Site and use the Service from all relevant third parties. Park WiFi does not guarantee that Service will continue to be available from any Site.

## 7. CUSTOMER'S RESPONSIBILITIES

7.1 The Customer must be at least 18 years of age.

7.2 The Service must only be used to access the internet, unless ConneXions WiFi has given written consent to the Customer to use the Service for any other purpose.

7.3 The Service must not be used:

- 7.3.1 in any way that does not comply with any instructions given to the Customer by ConneXions WiFi or by any other public telecommunications operator or competent authority;
- 7.3.2 to do anything which is prohibited, illicit, illegal, contrary to public decency or law and order or which is infringing, or likely to infringe, the rights of third parties, or which causes annoyance or unnecessary anxiety; and/or
- 7.3.3 in any way which could affect the quality of the provision of the Service, for example by excessive use through sending unsolicited commercial emails.

7.4 The Customer must indemnify ConneXions WiFi against all claims or legal proceedings which are brought against ConneXions WiFi by a third party because the Service is used in breach of paragraph 7.3.

7.5 The Customer must ensure that all equipment used for or with the Service:

- 7.5.1 is compatible for use with the Service;
- 7.5.2 is connected and used in accordance with all applicable instructions, safety and security procedures; and
- 7.5.3 is compliant with all relevant legislation.

7.6 When the Customer pays for the Service, the Customer will be provided with a username and password, personal and confidential to the Customer, which must not be disclosed to and/or shared with any other person except ConneXions WiFi.

7.7 The Customer is solely responsible for the use of his or her username and password and should keep them confidential. Use of the Service using a Customer's username and/or password is deemed to be use of the Service by the Customer, unless and until the Customer has informed ConneXions WiFi of the loss, theft, or use by a third party of the username and/or password.

7.8 If a Customer knows or suspects that his or her username and/or password has been lost, stolen or used by another, the Customer must inform ConneXions WiFi immediately to allow ConneXions WiFi to cancel the username and/or password. ConneXions WiFi will issue the Customer with a replacement username and password.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 Where software is provided by ConneXions WiFi to enable the Customer to use the Service, ConneXions WiFi grants the Customer a non-exclusive, non-transferable licence or sub-licence to use the software for that purpose.

8.2 The Customer will not, without ConneXions WiFi's prior written consent, copy, correct or modify the software, nor copy any documentation provided by ConneXions WiFi, nor (except as permitted by law) decompile the software.

8.3 The Customer will sign any agreement reasonably required by the owner of the copyright in the software to protect the owner's interest in that software.

## 9. PRIVACY

9.1 The information the Customer provides to ConneXions WiFi will be used to:

- 9.1.1 contact the Customer about provision of the Service;
- 9.1.2 provide the Service;
- 9.1.3 inform the Customer of other products provided by ConneXions WiFi which may interest the Customer; and/or
- 9.1.4 inform the Customer of other products or services from other companies within ConneXions WiFi's group which may interest the Customer.

9.2 The Customer's information shall only be passed to third parties:

- 9.2.1 if it is necessary for the performance of the Service requested by the Customer;
- 9.2.2 if such third parties are the Police or any other regulatory or Government authority where ConneXions WiFi is legally required to do so; or
- 9.2.3 if such disclosure is to any one to whom ConneXions WiFi transfers or may transfer its business and/or its rights and duties under the Contract.

9.3 ConneXions WiFi complies with the requirements of all data protection legislation in force in England and Wales from time to time. The Customer has the right to receive a copy of the information ConneXions WiFi holds about the Customer on written application. If the Customer would like a copy of this information, or wishes to update or correct any inaccuracies in the personal information ConneXions WiFi holds about him or her, or to opt-out of being

provided with information by ConneXions WiFi or other companies within ConneXions WiFi's group, the Customer should contact ConneXions WiFi at the address on the Online Order Form or any other address notified to the Customer by ConneXions WiFi. ConneXions WiFi is entitled to charge the current statutory fee for providing a copy of such information.

9.4 ConneXions WiFi may monitor and/or record telephone calls in order to improve its services.

## 10. SECURITY AND LINKS TO THIRD PARTY WEBSITES

10.1 The Internet is not a secure medium and privacy and security whilst accessing or using the Service, cannot be assured. ConneXions WiFi does not accept any responsibility for any harm or damage the Customer may experience or incur by sending personal or confidential information via the Service or for any harm or damage caused by any virus or similar destructive code which computer equipment and/or software used by the Customer may suffer as a result of the Customer's use of the Service. ConneXions WiFi has no responsibility for any unlawful access or use of the Service.

10.2 Viruses and similar destructive programs are an inherent risk of communication via the Internet. The Customer is responsible for the security of the Customer's WiFi device or laptop computer and for taking suitable measures to safeguard them.

10.3 Any third party web site accessed via the Service and/or from a link on the ConneXions WiFi Website is independent from ConneXions WiFi and ConneXions WiFi has no control over the content and/or management of that web site. The Customer views and relies upon the contents of any such third party web site at the Customer's own risk.

10.4 ConneXions WiFi accepts no liability to the Customer:

- 10.4.1 for the contents of and/or information on any third party web site linked to the ConneXions WiFi Website; and/or
- 10.4.2 for any loss or damage the Customer suffers if the Customer enters into any contract as a result of viewing a third party web site linked to the ConneXions WiFi Website.
- 10.5 The inclusion of a link to a third party web site contained on the ConneXions WiFi Website does not mean that ConneXions WiFi endorses that third party web site.

## 11. LIMITATION OF LIABILITY

11.1 The Customer shall be under a duty to mitigate any loss, damage, costs and/or expenses that the Customer may suffer and shall give ConneXions WiFi a reasonable opportunity to remedy any matter for which ConneXions WiFi is liable before the Customer incurs any costs and/or expenses in remedying the matter.

11.2 ConneXions WiFi is not liable to the Customer for any loss or damage where:

- 11.2.1 there has been no breach by ConneXions WiFi of this Contract or of the legal duty of care, including negligence, owed to the Customer by ConneXions WiFi;
- 11.2.2 such loss or damage is not a reasonably foreseeable result of any such breach; or
- 11.2.3 such losses are to any business of the Customer including but not limited to lost data or business interruption.

11.3 Nothing in this Contract shall exclude or limit ConneXions WiFi's liability for death or personal injury due to ConneXions WiFi's negligence or any liability which is due to ConneXions WiFi's fraud.

11.4 ConneXions WiFi's liability to the Customer in contract, in tort (including negligence) and otherwise under this Contract is limited to a refund of the payment by the Customer for the Access Period in which the loss or damage occurred.

## 12. MATTERS BEYOND THE REASONABLE CONTROL OF CONNEXIONS WIFI

12.1 If ConneXions WiFi is unable to perform any obligation under this Contract because of a matter beyond ConneXions WiFi's control including but not limited to a power cut, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving ConneXions WiFi's employees) or acts of local or central Government or other competent authorities", ConneXions WiFi will have no liability to the Customer for that failure to perform.

## 13. COMPLAINTS

13.1 If the Customer is dissatisfied with the Service, the Customer must contact ConneXions WiFi immediately and ConneXions WiFi will endeavour to deal satisfactorily with the complaint.

## 14. SUSPENSION AND TERMINATION

14.1 In the event of a breach or reasonably suspected breach of these Conditions by the Customer or of the Customer's statutory duty, ConneXions WiFi may at its sole discretion suspend or terminate a Customer's use of the Service without notice. ConneXions WiFi will only usually do this if the Customer's breach or suspected breach is material, including but not limited to:

- 14.1.1 a breach of applicable law or third party rights;
- 14.1.2 the Customer's activities have adversely affected the provision of the Service; and/or

- 14.1.3 if ConneXions WiFi is notified that the Customer is using the Service in breach of paragraph 7.3.

14.2 Either party may terminate this Contract on prior notice to the other party of a period equal to the amount of time remaining to the Customer of the Access Period at the time notice is given. If the Customer does not have access to the Service at the time notice is given, the Contract will terminate immediately.

14.3 ConneXions WiFi may terminate this Contract and the provision of the Service at any time. If this termination is not due to actions or omissions of the Customer under paragraph 14.1, ConneXions WiFi will reimburse the Customer for any remaining part of the Access Period.

## 15. CHANGES TO THIS CONTRACT

15.1 ConneXions WiFi may change these conditions, including any charges, on 28 days notice to the Customer. If ConneXions WiFi changes the Conditions to the material detriment of the Customer the Customer may terminate the Contract. Any increase in charges will not affect any Service which has been paid for by the Customer in advance.

## 16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 The Customer may not transfer any of its rights or obligations under this Contract, without the written consent of ConneXions WiFi. ConneXions WiFi may transfer its rights or obligations without consent as long as ConneXions WiFi procures from the transferee a promise to the Customer to comply with all obligations under the Contract.

## 17. GENERAL

17.1 This Contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter. The parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into it.

17.2 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

17.3 Notices given under this Contract must be in writing and may be delivered by hand or by courier, or sent by first class post, facsimile or e-mail to the addresses shown on the Online Order Form or any alternative address which one party notifies to the other;

17.4 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and

effect as if this Contract had been executed with the invalid, illegal or unenforceable provision omitted.

17.5 This Contract is governed by the law of England and Wales and both parties submit to the non-exclusive jurisdiction of the English courts.