

## TERMS & CONDITIONS - FREE WI-FI HOTSPOT ACCESS SERVICE

### 1. Important Information

1.1. Please read these end user terms and conditions carefully. They set out the terms under which we provide our Free Wi-Fi Hotspot Access Service to you. By using this service, you agree to be bound by these terms and conditions.

1.2. The terms and conditions of the service we provide to you are made up of the following documents:

1.2.1. These Free Wi-Fi Hotspot Access Service Terms and Conditions;

1.2.2. Any additional documents we refer to in these documents.

1.3. In the event that there are any contradictions between these documents, the terms will apply in the order the documents are shown above.

1.4. You will have a separate agreement with us for each of our services that you receive. Each agreement will comprise of these Free Wi-Fi Hotspot Access Service Terms and Conditions, and the relevant Service Terms and Conditions.

1.5. The services we provide to you under these terms and, where relevant any equipment, must not be used for business purposes.

1.6. If we suspect that you are in breach of these terms and conditions or any other terms on which we provide services to you, or you do anything which would put us in breach of our statutory or other obligations, we reserve the right to suspend or terminate your access to the services without liability to you. We will give you notice of suspension or termination as soon as it is practical to do so.

1.7. Sometimes we may need to amend this agreement or our prices for the services. These changes will be published on our website at [www.optifyourworld.com](http://www.optifyourworld.com).

1.8. We are Optify Mediaforce Limited, an England & Wales registered company number 03921568, whose registered office is at 1 Kingsmill Business Park, Chapel Mill Road, Kingston upon Thames, KT1 3TG. You can contact us at any time by telephoning 0333 308 0000, or by email at: [care@optify.net](mailto:care@optify.net). Calls may be recorded for monitoring and training purposes.

### 2. Registration

2.1. In order to receive the services, you must be resident in accommodation in which we provide service. We have an agreement with the site to provide services at this accommodation. However, should this agreement be ended, or should you leave the accommodation, the services to you shall also end. In these circumstances, we will reimburse you any charges you have paid in advance, less the charges for any services you have actually received.

2.2. In the event the site has arranged for you to receive a basic service and the cost of this is included in the cost of your accommodation. You need to be registered in order to receive this service. However, to receive certain additional services you will need to pay any additional charges directly to us.

2.3. These terms apply to any service you use which is provided by us, regardless of whether you pay us directly for it or not.

2.4. The details provided by you on Registration are important and must be true, correct and complete. You agree to notify us immediately of any changes which are relevant to your registration by informing us at [care@optify.net](mailto:care@optify.net).

### **3. Ordering the Services**

3.1. You do not need to order the basic service. Your agreement with us for the basic service starts on the date that you first use this service.

### **4. Providing the Services**

4.1. We are providing you with the ability to access the internet from any of your devices using the equipment that we provide to the site, or to you directly. The basic service will already be provided in your accommodation when you first move in.

4.2. Once you are connected, we will provide you with access to our service.

4.3. You agree to allowing us access to your accommodation should we need it to install or maintain the services we provide. Where we need such access, we will provide you with reasonable notice wherever possible. Where we agree an appointment, you may cancel or rearrange it by contacting us not less than 24 hours beforehand. However, should you agree an appointment with us, but fail to turn up or allow us the access we need, we reserve the right to charge you our reasonable costs.

### **5. Cancellation and Returns**

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### **6. Equipment and Software**

6.1. You agree that you will obey any reasonable instructions that we give to you and will not use any of our equipment for any other purpose than for which it was supplied.

6.2. You agree that you will not open or disassemble our equipment, remove any labelling, attempt to modify or repair it. Furthermore, you will not remove, copy or modify any software or firmware required for its operation or publish it or provide it to any other person.

6.3. If you do not follow these instructions, you agree to indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred as a result of your actions.

### **7. Your Personal Information**

7.1. We will respect your personal information and undertake to comply with all applicable UK Data Protection legislation currently in force.

7.2. Details of the UK Data Protection law and registration requirements can be found at [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).

7.3. In relation to the personal information provided by you on registration you agree that we may use such information in accordance with the purposes for which your permission has been obtained on registration.

7.4. In order to maintain the integrity of our services, we reserve the right to forward your contact details to the Police, or other regulatory authorities where requested to do so; we may also forward contact details where a complaint arises concerning your use of our services, and where that use is deemed by us to be inconsistent with these terms.

7.5. Other than as required by law, or as permitted under these Free Wi-Fi Hotspot Access Terms and Conditions, we will not disclose your registration details to any third party without your permission.

## **8. Using the services**

8.1. The services are provided solely for your own personal use and enjoyment. You may not allow others to use the services whether for payment or otherwise.

8.2. You are responsible for the use of any user IDs, PINs, passwords or any other credentials provided to you in order to access the services. You must keep such credentials secure and must not share them with any other person. We shall have no liability to you for any misuse of these credentials by any third party.

8.3. If you become aware that your credentials have or may become known to a third-party, then you must contact us immediately; we will cancel the credentials and re-issue you with new ones. Until you have notified us, you will be responsible for any charges.

8.4. You agree that any use of the internet is at your own risk and that you are responsible for providing your own firewall and for protecting your own equipment against viruses, worms, Trojans and other forms of malicious software. If you do not and your use of the services knowingly or unknowingly threatens the integrity of our network or the use of the services by others, we retain the right to suspend or terminate your services without notice and without liability to you.

## **9. Our Services**

9.1. The internet access services we provide are based on a shared or contended network. You acknowledge and agree that the performance of the services is not guaranteed and will be subject to variation based on the behaviour of other service users.

9.2. Furthermore, you acknowledge and agree that it is not possible for us to provide a fault-free service to you and that we do not undertake to do so.

9.3. If you experience a fault, please report it to us as soon as possible either by telephone or email. You must follow any reasonable instructions that we give you. We will use reasonable commercial endeavours to restore service as soon as we can.

9.4. If you report a fault, but we subsequently find that the service is working correctly, we may make a charge to you to cover our reasonable costs of investigation.

9.5. Sometimes it may become necessary for us to interrupt the services we provide to you. We will restore service to you as quickly as we can.

9.6. Sometimes we may need to make minor changes to the services that we provide. Where we need to make more significant changes to the services, which may materially detract from your experience, we will provide you with not less than 30 days' notice. Where we make changes, which will in our reasonable opinion improve your experience, we do not need to give you any notice.

## **10. IP Addresses and Phone Numbers**

10.1. Where we provide you with a public IP address, we do so on the basis that you obtain no rights in the IP address and that you cannot use that IP address other than in conjunction with the services that we provide to you.

10.2. Where we provide you with a telephone number, we do so on the basis that you obtain no rights in that telephone number and that you cannot use that telephone number other than in conjunction with the services that we provide to you. Furthermore, you agree that you will not advertise or promote the number or try to transfer that number to any other person.

## 11. Acceptable Use Policy

11.1. You must not use the Services:

11.1.1. In any way that is unlawful or illegal or in a way that affects the enjoyment of other users of the services; or

11.1.2. To transmit, publish, link to, make available or receive any material which is defamatory, offensive, abusive, obscene, indecent, racist, harmful, threatening or menacing; or

11.1.3. In a way that will be a breach of any person's rights, including a breach of confidence, copyright, privacy or any other rights; or

11.1.4. In breach of any instructions we have given you under the agreement; or

11.1.5. In a way that is associated with a criminal offence; or

11.1.6. Either directly or indirectly to impersonate any person, entity or a minor, use a false name or a name you are not entitled to use or to commit or attempt to commit any fraud; or

11.1.7. In a way that does not conform with the acceptable use or anti-spam policies of any connected networks, the standards of the Advertising Standards Authority, professional publishing standards or any internet standards; or

11.1.8. To infringe by the use of any domain name, mailbox name or otherwise upon the rights of any other person in a trademark or name whether in statute or common law; or

11.1.9. To send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities; or

11.1.10. To intentionally disrupt or adversely affect any other person or entity's access to or use of the internet or any features which form part of the internet; or

11.1.11. To transmit or cause to be transmitted any advertising, promotional or other materials that are unsolicited (commonly known as "spam"); or

11.1.12. To transmit or cause to be transmitted mail bombs, chain letters or pyramid schemes.

11.1.13. To collect names and personal details of other users of the services; or

11.1.14. To transmit, publish, link to, make available or cause to be transmitted any material designed to obtain passwords, account information or other information from other users of the services; or

11.1.15. To carry out port scanning/probing (which is an attempt to identify an open gateway into another internet user's machine); or

11.1.16. To run any program that can be used to compromise the efficiency and security of network traffic; or

11.1.17. To knowingly or unknowingly cause to be transmitted worms, Trojans, viruses or other malicious software; or

11.1.18. Directly or indirectly, to transmit, publish, link to or otherwise make available any confidential information or trade secrets of any person or entity.

11.2. If you do not follow these instructions, you agree to indemnify us against all claims, demands, actions, costs, expenses (including legal costs and disbursements), losses and damages arising from or incurred as a result of your actions.

11.3. Where it has been identified that services have been used for such activities we may suspend or withdraw the services without notice and without liability to you.

## **12. Security and Content**

12.1. We may, at our discretion, run manual or automatic systems to determine your compliance with our Acceptable Use Policy (e.g. scanning for “open mail relays”). By using our services, you are deemed to have granted permission for this limited intrusion into your equipment.

12.1. It is a well-known fact that the internet contains material that is inappropriate for minors and may cause offence to others. We do not censor or restrict access to any material or information on the internet unless required to do so by a competent authority. We will however refer any complaints you make to the Internet Watch Foundation for further investigation.

## **13. Warranty**

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## **14. Copyright and Third-Party Rights**

14.1. Any images, photographs, articles, pages, designs, drawings, software, music, information and other materials published on the internet and accessed via the services are protected by copyright. Publishing material on the internet does not mean it is available for anyone to copy. Unless the owner of that copyright specifically states that you may copy the work, you should assume that you cannot.

14.2. It is an infringement of our Acceptable Use Policy and an infringement of copyright to copy, reproduce, adapt, translate, broadcast or perform copyright protected material without permission, to make infringing copies available to the public or otherwise to knowingly deal in infringing copies.

## **15. Pricing and payment for our services**

15.1. The prices for our additional services are available from our website at [www.optifyourworld.com](http://www.optifyourworld.com). Our prices all include VAT where relevant.

15.2. Our additional services are provided to you on the basis that you pre-pay any charges using either a credit or debit card or other approved method. You will be asked to provide details upon registration for the services and the amount or amounts to be credited to your account.

15.3. Pre-payments will be held on your account and any periodic charges or usage charges will be debited from your account as they become due.

15.4. Should the amount of credit on your account reduce to zero:

15.4.1. You will be able to continue to use any services based on periodic charges until the next periodic payment becomes due at which your use of the services will be suspended; and

15.4.2. You will not be able to use any usage based service until the credit on the account is greater than zero (for example, you will not be able to make further telephone calls until your account is credited with more funds).

15.4.3. You will be able to reactivate your services at any time by making a payment to your account which increases the credit to the minimum level indicated.

15.5. In certain circumstances, the credit on your account may reduce to below zero (for example if you are charged for replacement of damaged equipment). If this happens, your additional services will be suspended until your account is in credit.

15.6. In the event that any payment is rejected by the card issuer, we will notify you by email and you will be asked to provide new card details.

15.7. We will provide you with facilities to enable you to check the amount of credit on your account.

15.8. We will provide you with details of all charges applied to your account and the facilities to view and print out VAT invoices via a secure area on our portal.

15.9. Should you dispute any charges that have been applied to your account, you should contact us immediately providing details of the disputed charges and your reasons for disputing them. We will not suspend your services until we have investigated any reasonably disputed amount.

## **16. Our Responsibilities**

16.1. We accept unlimited responsibility if you are injured or die as a result of our negligence.

16.2. If your physical property is lost or damaged as a result of our negligence, we will pay you up to £1 million in any 12-month period for this loss or damage.

16.3. We have no responsibility to pay you compensation if directly or indirectly as a result of using our services you suffer any form of financial loss, loss of business, loss of opportunity or anticipated savings, loss of goodwill or reputation, loss or corruption of data, loss due to the actions of malicious software or any other form of loss that could not have been reasonably expected and whether or not we have been negligent.

16.4. We will have no responsibility to return any pre-payments made by you in the event that we end this agreement due to you breaching its terms.

16.5. Other than as described above in paragraphs 6.1 and 6.2, we will not pay compensation of more than £1,000 in any calendar year, even in the event that we have been negligent.

## **17. Communications from Us**

17.1. We may use email to communicate with you from time to time. Emails from us will be sent to your primary billing email address. We will consider the email delivered at the same time that it is sent.

## **18. Limitations**

18.1. Our services are provided without any warranties or guarantees unless specifically stated.

18.2. We make all reasonable efforts to ensure that all information provided by us in connection with our services is accurate at the time of its publication. However, there may be errors, inaccuracies or omissions in respect of which we exclude all liability. We make no representations or warranties about the information included on our web pages (including links to third parties' web pages). You shall be solely responsible for any decisions you make based on the information contained on such web pages.

## **19. Events beyond our control**

19.1. We are not liable for any failure to perform our obligations if we are prevented from doing so by an event or events beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines or other equipment; fire; flood or storm).

## **20. What happens if you break the agreement?**

20.1. If you break this agreement through any form of misuse of the service described in the Acceptable Use Policy, we may immediately suspend your service and/or end the agreement with immediate effect. We may also take action against you in the courts to recover any costs we incur as a result of your actions.

20.2. If we become aware of other ways in which you have breached the agreement, we will normally give you a reasonable time to put matters right before we suspend your service and/or end the agreement. Depending on the circumstances, we may tell you what you need to do for us to restore service to you.

20.3. Sometimes you may break a particular term or condition of this agreement and we will not choose to do anything about it. However, this does not mean that we cannot take action in future over you breaking that particular term or condition, or any other term or condition.

## **21. Other matters**

21.1. No third party is entitled to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

21.2. This agreement is personal to you and you cannot assign or transfer it to anyone else.

21.3. We can assign or transfer this agreement to another company, including another company within our group of companies. If we do so, it will not adversely affect your rights under this agreement.

21.4. This agreement is made under the laws of England and Wales.

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## **Fair Use Policy**

If we feel that your Internet activities result in data usage which is so excessive that other users on the network are (or the network itself is) adversely affected, we may contact you (by telephone, email or otherwise). In extreme circumstances, should the levels of activity not reduce to an acceptable level, we may suspend or terminate your service.