

## Wi-Fi

### TERMS AND CONDITIONS FOR USE OF MEGACLOSE WIRELESS INTERNET SERVICE

Where Megaclose Ltd provide wireless internet services we monitor the performance of our network and may restrict the amount of bandwidth available to ensure that the majority of our tenants have a good experience.

We may block your access if your usage is frequently high and or impacts our network or the experience of other tenants, in a negative way then we will contact you to discuss ways you can prevent this occurring.

By gaining access to the wireless internet service, you agree to abide by the terms and conditions below (the "Terms"). If you do not agree to all of the Terms, please do not use the Service.

#### 1. OUR OBLIGATIONS

1.1 We will use our reasonable endeavors to make the wireless internet service available 24 hours a day, however we will not be liable if for any reason the wireless internet service is not available at any time or for any period. Access to the wireless internet service may be suspended at any time. If you require any assistance in relation to the wireless internet service, you should contact our office on 0115 911 2200 during normal working hours.

#### 2. YOUR OBLIGATIONS

2.1 You will keep confidential any access codes or passwords provided to you in order to access the wireless internet service, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such access codes or passwords.

2.2 The wireless internet service is intended to allow you to access the internet in order to use, amongst other things, the worldwide web, e-mail messaging services and social media. You undertake to us that your behavior while using the wireless internet service will be lawful, honest and proper. Without prejudice to any other provision of the terms and conditions, we may terminate your use of the wireless internet service at any time without notice if we become aware of any behavior that has a negative impact on our equipment or network or the use by other tenants of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation or standing.

2.3 Without prejudice to the generality of paragraph 2.2 above, you may not:

2.3.1 use the wireless internet service for any illegal purpose;

2.3.2 use the wireless internet service in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent;

2.3.3 resell, or attempt to resell, the wireless internet service to any third party.

### **3. BREACH OF THE TERMS AND CONDITIONS**

We shall investigate any suspected breach of the terms and conditions by you, and reserve the right to take such action as we, in our sole discretion deem appropriate, including suspension or withdrawal of the wireless internet service with immediate effect and without notice to you.

### **4. DISCLAIMER**

4.1 You acknowledge that your use of the wireless internet service is at your own risk. The wireless internet service is provided on an “as-available” basis, and to the fullest extent permitted by law, we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the wireless internet service and any content or data obtained or downloaded from it. Without prejudice to the foregoing generality:

4.1.1 We do not guarantee that the wireless internet service will be uninterrupted, timely, secure or error-free at all times or will meet your requirements.

4.1.2 We are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using the wireless internet service.

### **5. LIABILITY**

5.1 We shall not be liable to you in contract or otherwise arising in connection with the terms and conditions for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, any special, indirect or consequential losses or any destruction or loss of data.

5.2 If any part of the wireless internet service is not available to you through no fault on our part or where the failure, suspension or withdrawal of the wireless internet service is beyond our reasonable control, we shall not be obliged to pay any compensation to you.

5.3 You will indemnify us against all and any losses or claims arising from any breach of the terms and conditions by you, and against any claims or legal proceedings arising from your use of the wireless internet service which are brought or threatened against us by another person.

### **6. GENERAL**

6.1 We reserve the right to amend the terms and conditions at any time.

6.2 You acknowledge and agree that all intellectual property rights (including, but not limited to copyrights (including rights in software), trademarks, database rights, patents and inventions) in and relating to the wireless internet service are owned by us and our licensors or contractors. Nothing in the terms and conditions operates to transfer any such intellectual property rights to you.

6.3 We reserve the right to assign or sub-contract any of our rights and obligations under the terms and conditions without notice to you.

6.4 If any provision of the terms and conditions are found to be unenforceable by a court of competent jurisdiction, the other provisions will nevertheless remain in full force and effect.

**BY ACCESSING OUR WIFI YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO BEING BOUND BY THE FOREGOING TERMS AND CONDITIONS OF USE**