

Terms and Conditions for the Use of the Wizzfone WiFi service:

- **1. Our agreement**
- **1.1** This agreement applies from when we accept your request for service. Please read the terms carefully before activating service with us.
- **1.2** By using and/or activating service with us you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the service.
- **1.3** We may modify the agreement at any time. In accordance with clause 1.2, use of the service constitutes acceptance of the agreement current at that point in time.
- **2. Providing services**
- **2.1** You are responsible for providing all hardware and other equipment required to access and use the service (a "unit"). We recommend an 802.11b-compatible computer, computer card, and/or device to access the service. You are responsible for ensuring the compatibility of your unit with the service. The availability and performance of the service is subject to all memory, storage and other Unit limitations.
- **2.2** Service is available to your unit only when it is within the range of our Wireless LAN HotSpots system, or a system of one of our roaming partners.
- **2.3** All services are provided on an "as is" basis. We do not warrant that the service is fault free or fit for any particular purpose, or that our system or the systems of our roaming partners are secure. You assume all responsibility and risk for use of the service.
- **2.4** We will always try to make the service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the service.
- **2.5** We reserve the right to immediately, and without notice, suspend your access to the service if we suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself).
- **2.6** Network speed is no indication of the speed at which your unit of the service sends or receives data. Actual network speed will vary based on unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.
- **2.7** We do not warrant that any particular virtual private network will be compatible with the service.
- **2.8** We will not supply any software to you in connection with the service. If you use software packages, applications or configurations then you accept the risk of any failure of the service resulting from the use of such software packages, applications or configurations.
- **3. Use of the service**
- **3.1** The service is made available provided:
 - **(a)** you do not use the service for anything unlawful, immoral or improper;
 - **(b)** you do not use the service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy or which is otherwise objectionable;
 - **(c)** you do not use the service to harm or attempt to harm minors in any way;
 - **(d)** you do not act nor knowingly permit others to act in such a way that the operation of the service or our systems will be jeopardised or impaired;
 - **(e)** you do not use abusive or threatening behaviour towards other users of the service, members of our staff or any person in the vicinity of a Wireless LAN HotSpot;
 - **(f)** you do not use the service to access or use content in a way that infringes the rights of others;
 - **(g)** the service is used in accordance with any third party policies for acceptable use or any relevant internet standards (where applicable).
- **3.2** You agree not to resell any aspect of the service, whether for profit or otherwise. You accept that your entitlement to use the service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the service to any other person or allow any other person to make use of the service or of any username or password or other entitlement supplied to you in connection with the service.
- **3.3** You also agree not to modify the unit or use the service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.
- **3.4** You have no proprietary or ownership rights to any username or password or to a specific IP address, or e-mail address assigned to you or your unit. We may change such addresses at any time or deactivate or suspend service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the services.
- **4. Content disclaimer**
- **4.1** Wizzfone Ltd does not control, nor is it in any way liable for, data or content that you access or receive via the service. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Wizzfone Ltd has no control over and accepts no responsibility for such materials.

- **4.2** Wizzfone Ltd is not a publisher of third-party content that can be accessed through the service, and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the service. You are responsible for evaluating such content.
- **4.3** It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the services. We will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for paying all fees and charges from third party vendors whose sites, products or services you access, buy or use via the service.
- **4.4** Wizzfone Ltd does not guarantee the accuracy, completeness or usefulness of information that is obtained through the service.
- **4.5** If you choose to use the service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and Wizzfone Ltd has no responsibility for their policies, or third parties' compliance with them.
- **5. Credits and charges**
- **5.1** Service charges and payment methods are set out within the websites associated with the service and/or in promotional literature.
- **5.2** When all credits on your account have been used up, or the time period your tariff relates to has expired, access to the service will cease. Further to clause 2.3, we will not be responsible for any harm or loss you may suffer as a result of this interruption to your service.
- **5.3** Where relevant to a specific tariff, minutes of use will be assessed in full minute increments. Any fraction of a minute used will be rounded up to the nearest whole minute. Where a tariff enables use for a specified number of days, the period will begin on the day that the tariff was purchased.
- **5.4** To terminate a HotSpots session you must log out in the manner specified by the service. If you do not log out in this fashion, you remain liable for any applicable charges until such time as the system itself may end your session for inactivity.
- **5.5** We can increase our charges at any time without prior notice. Such increases will not affect your usage of the service where you have pre-paid for the service before the price increases took effect.
- **5.6** The pre-paid service you purchase will expire within a certain time period. The applicable expiration periods for all tariffs will be set out within the websites associated with the service and/or in promotional literature.
- **5.7** We will not refund pre-paid services in any circumstance. Unused pre-paid account balances will be forfeited to Wizzfone Ltd upon expiration or termination of the service purchased.
- **5.8** To ensure the provision of a quality of service to all our customers and to ensure that the behaviour of some does not disadvantage the majority of our customers, you agree to abide by any fair use policy which we may apply to any tariff from time to time and which shall be set out within the websites associated with the service and/or in promotional literature.
- **6. Liability**
- **6.1** We are only liable to you as set out in this agreement. We have no other duty or liability to you.
- **6.2** Nothing in this agreement removes or limits our liability for death or personal injury for something we have done or failed to do.
- **6.3** Except as set out in 6.1 and 6.2, our entire liability to you for something we or anyone who works for us does or does not do will be limited to £100 for one incident, or £300 for a number of incidents within any 12 month period. You must tell us about any claim as soon as reasonably possible.
- **6.4** We are not liable to you in any way for any loss of income, loss of business or profits, or for any loss that was not reasonably foreseeable at the time you entered this agreement. Specifically, we shall not be liable for any deficiency in performance caused in whole or in part by any act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, network problems, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond Wizzfone Ltd's control.
- **7. Termination**
- **7.1** We can cancel this agreement immediately if any of the following happens:
 - **(a)** You break an important condition of this agreement or a number of less important conditions; or
 - **(b)** You break a less important condition of this agreement and do not put it right within 7 days of us asking you to.
- **8. General**
- **8.1** You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of your use of the service, or violation of the agreement. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.
- **8.2** You agree to protect your username and password. You are responsible for any usage of your account. If you become aware of any unauthorised or fraudulent usage of the service via your account, you should notify us immediately.
- **8.3** You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission, provided the level of service you currently experience is not reduced as a result.
- **8.4** You agree that we may contact you to notify you of changes to, or information about, your account, the service or this agreement. You also agree to the Wizzfone Ltd Privacy Policy, and in particular, that

until you object, we will use information you give us to provide you with information about goods and services offered by us and other organisations with which we have a business relationship.

- **8.5** English law will apply to this agreement and any disputes will be settled in the courts of the United Kingdom. You may be able to take your disputes to arbitration under the Wizzfone Ltd 'code of practice for consumer affairs'.
- **8.6** This agreement shall not confer any benefit on a third party under The Contracts (Rights of Third Parties) Act 1999.
- **8.7** If a clause or condition of this agreement is not legally effective, the remainder of this agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.