

G Dean & Co (Sandown) Ltd
Wireless Internet Terms and Conditions of Service

These are the terms and conditions of use for the G Dean & Co (Sandown) Ltd (The Company) of Unit B, Whitecross Business Centre, Whitecross Lane, Shanklin, Isle of Wight, PO37 7EJ (The Premises) Wireless Internet Service (the "Service") by the licensee or tenant (the customer)

("Terms and Conditions "or "Agreement").

1. Agreement

1.1 Please read all of the terms of this Agreement carefully before activating the Service.

1.2 By using or activating the Service the Customer agrees to be bound by this Agreement, use of the Service constitutes acceptance of the Terms & Conditions current at that point in time. If you do not agree to the Terms & Conditions do not access or use the service.

1.3 The Company may modify or terminate the Terms and any accompanying policies, for any reason, and without notice, including the right to terminate with or without notice, without liability to the Customer, any user or any third party. Please review these Terms and Conditions of Service from time to time to be kept aware of any changes or updates.

1.4 The Company reserves the right to terminate the Customers use of the Service at any time and for any reason, and without notice. Upon any such termination, any and all rights granted by the Company to the Customer shall terminate.

1.5 The Customer must treat the user password and log in details issued to them by the Company as confidential and must not disclose them to any third party.

2. Providing Services

2.1 The Customer is responsible for providing all hardware and other equipment required to access and to use the Service. The Customer is responsible for ensuring the compatibility of its equipment with the Service.

2.2 The Service is available to the Customer only when the Customer's equipment is within the range of the Company's Wireless LAN system within The Premises.

2.3 All Services are provided on an "as is" basis. The Company does not warrant any level of availability of the Service or that the Service is fault free or fit for any particular purpose, or that the system is secure. The Customer assumes all responsibility and risk for use of the Service.

2.4 The Company 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. The Company is not responsible for data, messages or pages that the Client may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 The Company reserves the right to immediately, and without notice, suspend the Customer's access to the Service if it suspects that the Customer is not complying with the acceptable use of service and the Fair Usage Policy or for any other reason if the Customer's use of the Service may adversely affect The Company's systems.

2.6 Network speed is no indication of the speed at which the Customers device sends or receives data. Actual network speed will vary based on unit configuration, compression and network congestion. The accuracy and timelines of data sent or received is not guaranteed and the client accepts that delays or omissions may occur.

2.7 The Company does not warrant that any particular virtual private network will be compatible with the Service.

2.8 The Company will not supply any software to the Customer in connection with the Service. If the Customer uses software packages, applications or configurations then the Customer accepts the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

2.9 The Company may change the specifications or manner of use of the service and may change access codes, user names, passwords or other security information necessary to access the service.

3. Acceptable use of the Service and Fair Usage Policy

3.1 The Service is made available provided:

(a) The Customer does not use the Service for anything unlawful, immoral or improper and refrains from any action which might be technically harmful to the service or its users;

(b) The Customer does not use the Service in an offensive or intrusive manner in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, fraudulent, 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 in The Company's opinion is otherwise objectionable;

(c) The Customer does not act nor knowingly permit others to act in such a way that the operation of the Service or The Company systems will be jeopardised or impaired;

(d) The Customer does not use the Service to access or use content in a way that infringes the rights of others;

(e) The Service is used in accordance with any third party policies for acceptable use or any relevant internet standards (where applicable);

(f) The Customer does not use the Service to send or upload unsolicited emails, except if permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003;

(g) The Customer does not knowingly or negligently create, transmit, store, publish or upload any electronic material (including, without limit, files that contain viruses, corrupted files, trojans or any other similar software or program) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by us or any other Internet user or person;

(h) The Customer does not use the Service to carry out activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person or activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;

(i) The Customer does not do, or allow to be done, anything that may disrupt or interfere with the Company network or Service or cause a host or the network to crash;

(j) The Customer does not make excessive use of, or place unusual burdens on, the network, for example by sending or receiving large volumes of email or uploading or downloading films music , videos etc., excessively large email attachments or by distributing, downloading or sharing excessively large amounts of data;

(k) The Customer complies with the terms of the Fair Usage Policy and make sure that any others using the Service through the Customer's account comply with the Fair Usage Policy too.

3.2 The Customer agrees not to resell any aspect of the Service, whether for profit or otherwise. The Client accepts that the entitlement to use the Service is for the Client's use only and that the Client shall not be entitled to transfer its entitlement to use the Service to any third party.

3.3 The Customer agrees not to connect any network device (Wi-Fi access point, firewall, router, gateway, hub, switch or the like) to the Company's network without written approval from a Company Director;

3.4 The Customer is solely responsible for all security and agrees to take whatever steps it considers necessary to secure, back-up and protect any data on The Customers IT systems and from viruses, trojans, malware and other threats to the Customer's property.

3.5 The Company reserves the right to restrict the Customer's connection speed, or terminate the Customer's session, if the level of use of the Service is deemed by us as excessive and therefore to detrimental to other users.

3.6 The Company reserves the right to block specific ports for inbound and outbound traffic including but not limited to: H323, Napster_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP-1434 and UDP-1434.

3.7 The Customer agrees not to use any high definition video conferencing devices on The Company's Data Network without written approval from the Company Director. If approval is gained then the Customer will be required to take sufficient Reserved Bandwidth to support the solution.

4. Content disclaimer

4.1 The Company does not control, nor is it in any way liable for, data or content that the Customer accesses or receives via the Service. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to the Customer. The Company has no control over and accepts no responsibility for such materials.

4.2 The Company 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. The Customer is responsible for evaluating such content.

4.3 It is the Customers responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the services. The Company will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. The Customer is responsible for paying all fees and charges from third party vendors whose sites, products or services it accesses, buys or uses via the service.

4.4 The Company does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If the Customer chooses to use the Service to access web sites or content provided by third parties or purchase products from third parties, then the Customer's personal information may be available to the third-party provider. The way third parties handle and use the Customer's personal information related to the use of their services is governed by their policies and The Company has no responsibility for their policies, or third parties' compliance with them. If the Customer chooses to use the Service to access web sites or content provided by third parties or purchase products from third parties, then the Customer's personal information may be available to the third-party provider. The way third parties handle and use the Customer's personal information related to the use of their services is governed by their policies and The Company has no responsibility for their policies, or third parties' compliance with them.

5. Charges and Termination

5.1 Service charges. Service charges are included in the unit rental or Licence fee and may change from time to time without prior notice.

5.2 Per user basis. The Company grants access to the Service on a per person, per device basis. In the event of the any increase of the number of people using the service, the Customer agrees to pay the Company fees for each user accessing the Service, either directly or indirectly.

6. Disclaimer of Warranties

The service is provided on an “as is” basis and without warranties of any kind , either express or implied, including, but not limited to, warranties of title, merchantability, non-infringement, or fitness for a particular purpose which are expressly disclaimed. The customer assumes all responsibility and risk for use of the service. The Company does not authorize anyone to make a warranty of any kind on our behalf and you should not rely on any such statement. Neither The Company nor our officers, directors, employees managers, agents, dealers, suppliers, parents, subsidiaries or affiliates warrant that the information, products, processes and/or services available through the service will be uninterrupted, always available, accurate, complete, useful, functional or error free.

7. Liability

7.1 The Company shall only be liable to the Customer as set out in this Agreement and has no other duty or liability to the Customer.

7.2 Even if The Company has been advised of the possibility of any loss or damage, The Company will not be liable to The Customer or any third party for any loss or damages arising from or in connection with use of the service and Terms and Conditions, including without limitation: punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages: personal injury or property damages: or any damages whatsoever resulting from interruption of failure of service, lost profits or revenue, loss of business, business interruption, loss of business information, loss of data, loss of contracts, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement products and services, the inability to use the service, the content of any data transmission, communication or message transmitted to or received by your device, access to the world wide web, the interception or loss or corruption of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into through the service, or any other pecuniary loss (even where The Company has been advised of the possibility of such loss or damage).

7.3 The company 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 the control of The Company.

7.4 The Customer shall indemnify The Company against all losses, liabilities, costs (including legal costs) and expenses that The Company may incur as a result of any third-party claims against it arising from, or in connection with, the Customer’s misuse of the Service or breach of the Agreement.

7.5 Any property owned, operated or otherwise controlled by the Customer may only be stored at The Company’s premises (including in the telecommunications room of any premises) with the prior written approval of The Company and shall be stored at the Customer’s risk. The Company accepts no liability for such equipment and shall not be liable for any losses or damage to (or resulting from) such equipment.

8. The Customers data

8.1 The Customer authorises us to use and disclose information about it (including but not limited to applicable device identifiers such as MAC addresses) and its use of the Service including, including but not limited to, how the Customer conducts its account for the purposes of operating the Customer’s account and providing the Customer with the Service, for credit control purposes; for fraud and crime detection and

prevention and the investigation and prevention of civil offences; or as required for reasons of national security or under law to The Company associated companies, partners or agents, any telecommunications company, debt collection agency and fraud-prevention agency or governmental agency and other users of these agencies who may use this information for the same purpose as us. The Company Privacy Policy describes how The Company treats personal information when the Customer uses The Company's products and services.

8.2 From time to time, The Company may (without notice to the Customer) review, record or check the Customer's use of the Service where required to do so to make sure the Customer is complying with any laws or regulations, or where ordered to do so by any court or other body or authority with the power to require such monitoring, or for its own internal purposes to make sure the Customer is complying with the terms of this Agreement.

9. Miscellaneous

9.1 The Company may assign the Customer's contract or any part of the service it provides to the Customer on the same terms to any third party. The Customer may not assign this contract or the benefit of the Service the Company provides.

9.2 Any failure or delay by The Company in exercising or enforcing any rights or benefits granted by this Agreement will not be deemed to be a waiver of any such right or benefit; nor will it prevent The Company from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.

9.3 Each provision of these Terms is to be construed as a separate provision applying and surviving even if one or more of the other provisions of the particular clause is held inapplicable or unreasonable.

9.4 Applicable law: These terms and conditions and agreement are interpreted and enforced in accordance with the Law of England and is subject to the non-exclusive jurisdiction of the English courts.

9.5 These Terms and Conditions set out the entire agreement between the Customer and The Company relating to the supply of the Service to the Customer (including all intended rights and obligations) and supersedes any and all previous agreements and understandings between the Customer and The Company with respect this specific service.

9.6 All copyright, trademarks and all other intellectual property rights in the service and all associated material including landing pages shall remain vested in The Company.