

## **WiFi Hotspots from The Cloud**

### **Terms & Conditions**

These are the terms and conditions on which The Cloud's wireless internet access services ("**WiFi Service**") will be provided to you (the "**Contract**"). **By pressing the continue button on the registration page you are indicating that you agree to the terms and conditions of the Contract.**

The account holder is the person responsible for the acts and omissions whilst using the WiFi Service and is the person who will be sent notices about changes to the WiFi Service or this Contract, so in this Contract references to "**you**" should be read as meaning the account holder.

You will be able to access the WiFi Service using registered portable devices that are able to use the IEEE 802.11 suite of standards ("**Devices**"). The name of Hotspots may change from time to time in which case we will notify you of the new name (e.g. via the Website). The operator of the venue where the Hotspot is located is the "**Venue Operator**" and collectively Hotspots constitute the "**WiFi Network**".

This Contract is between you and The Cloud Networks Limited ("**The Cloud**") which will be responsible for providing the WiFi Service. The Cloud is registered in England and Wales under registered number 05141256 and has its registered office at Grant Way, Isleworth, Middlesex TW7 5QD, England (UK). In this Contract British Sky Broadcasting Limited ("**Sky**") and any of its affiliated entities ("**Affiliates**") may act as agent for The Cloud in providing the WiFi Service. If you wish to discuss your use of the WiFi Service or experience problems using the WiFi Service, you should contact Customer Services via [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com).

Further information about the WiFi Service can be found on the website: [www.thecloud.net](http://www.thecloud.net) ("**Website**").

References below to "we" or "us" are to The Cloud.

#### **1. Access to the WiFi Service**

- 1.1. You may register for and access the WiFi Service.
- 1.2. Access to the WiFi Service at some locations may be at no cost to you but restrictions may apply including but not limited to the length of connection time available to you. The Cloud may terminate free access for the WiFi Service to you at any location at any time without notice to you.
- 1.3. The Cloud provides an optional subscription service ("**Subscription**") or a pay-as-you-go service ("**PAYGO**") for access to the WiFi Service in those locations where restrictions on access are imposed.
- 1.4. The WiFi Service is a wireless data service which allows you to access data services when in the vicinity of a Hotspot. To connect to the WiFi Service you need to sign-in to a Hotspot using a Device (this may happen automatically on some Devices if WiFi is switched on and we have activated this functionality for a user as part of the WiFi Service).
- 1.5. You should ensure that any contact details associated with The Cloud are correct because we will use these details if we need to contact you about the service. You are responsible for the security and proper use of your user name and password and must not disclose these to anyone in accordance with the terms and conditions of this Contract. If you know or suspect that a user name or password has been compromised, or

if you suspect or become aware that any other breach of security of the WiFi Service has occurred, you must tell us immediately by contacting our support team via [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com).

- 1.6. You are responsible for all charges incurred when accessing any subscription based websites or other chargeable services when using the WiFi Service and for all activities that occur on the WiFi Service using your username and password.
- 1.7. You acknowledge that we may modify, restrict, suspend or temporarily cease your access to the WiFi Service at any time in order to test the operation of the WiFi Network or to carry out maintenance, technical repair, enhancement or emergency work, and you consent to us doing so.

## 2. **The Subscription WiFi Service and PAYGO WiFi Service**

- 2.1. The purchase price and any initial minimum subscription period for the Subscription WiFi Service or the relevant access period for PAYGO WiFi Service is as set out in the relevant online order on our website or Landing Page at the time of purchase (the "**Order**"). Once purchased or, where applicable, on the expiry of the initial minimum subscription period the Subscription WiFi Service will continue on a rolling basis until terminated by either party in accordance with clauses 7.3 or 7.4.
- 2.2. If you wish to purchase Subscription WiFi Services or PAYGO WiFi Services, you must fill in your details on the Order and check they are correct before clicking the submit button. Once you have clicked the submit button, we will confirm your transaction details on screen and will also acknowledge receipt of your Order by email.
- 2.3. When you submit your Order, you are offering to purchase Subscription WiFi Service or PAYGO WiFi Service at the relevant price set out in the Order. The Cloud reserves the right to alter the purchase price of such services at any time. If such changes are to be made by The Cloud and without prejudice to clause 8.2, in the case of the Subscription WiFi Service we will give you sufficient notice to enable you to terminate your subscription in accordance with clause 7.3 before any price increase becomes applicable.
- 2.4. If you have any problems with your Order, please contact [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com). Once you have clicked your acceptance we are unable to rectify mistakes after this point, although you have the right to cancel as set out in clause 2.5.
- 2.5. You have the right to cancel your Order within seven (7) business days of purchase, provided you have not used the WiFi Service, by serving notice to cancel your Order within such period. Notice of cancellation can be given by you via email to [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com) or by post to: The Cloud Networks Limited, 3<sup>rd</sup> Floor, 4 Victoria Square, Victoria Street, St Albans, Hertfordshire AL1 3TF.
- 2.6. The price indicated on the Order includes all taxes, including VAT, which may be payable in respect of the Subscription WiFi Service or PAYGO WiFi Service.
- 2.7. Payment for the first month of the Subscription WiFi Services must be made at the time of placing the Order by credit or debit card. Subsequent payments will be taken from the same credit or debit card until the subscription is terminated in accordance with clause 7.3.
- 2.8. Access to PAYGO WiFi Services will terminate automatically at the expiry of the relevant period for which access was purchased as set out in the Order.

## 3. **Devices and Hotspots**

- 3.1. In order to access the WiFi Service, Device(s) must meet any minimum hardware, systems and software requirements, as set out on the Website and updated by us from time to time. Use of the WiFi Service is dependent upon the proper working of your Devices.
- 3.2. Details about the location of Hotspots can be found on the Website. Although you should be able to access the WiFi Service at most Hotspots (subject to the provision of free access if available or your purchase of Subscription or PAYGO WiFi Services), you should be aware that the WiFi Service and/or Hotspots may not be available or fully operational at all times, and that the speed, quality and availability of the WiFi Service and the WiFi Network may be inconsistent and intermittent and will vary between Hotspots.
- 3.3. The WiFi Service is intended for e-mail, instant messaging, browsing the internet and using apps.

#### 4. **Use of the WiFi Service**

- 4.1. The WiFi Service must not be used for any commercial or business purpose and you do not have the right to resell or enable access to the WiFi Service to any third party.
- 4.2. You must comply with our Acceptable Use Policy which is set out below and forms part of this Contract.
- 4.3. We operate a Network Management Policy that may impact your use of the WiFi Service from time to time, including limiting the type of website that you can access from Hotspots. Further information on our Network Management Policy is provided below.
- 4.4. To protect the WiFi Network and maintain quality of service we can temporarily or permanently control or restrict your online activities where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" messages or hosting a website).
- 4.5. You agree to indemnify us against all losses, liabilities, costs (including legal costs) and expenses which we may incur as a result of third party claims against us arising from, or in connection with, your misuse of the WiFi Service or breach of this Contract.
- 4.6. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the WiFi Service by you.

#### 5. **Landing Pages and Applications**

- 5.1. At some Hotspots you are presented with bespoke landing pages when connecting to the WiFi Service ("**Landing Pages**"). You may also be provided with an opportunity to download applications provided by the Cloud and related to the WiFi service from time to time ("**Applications**").
- 5.2. Landing Pages and Applications may include marketing messages or offers or invite you to enter personal information to access certain products, services or features. Unless the content is clearly provided by The Cloud or Sky and their Affiliates in respect of our products, the Venue Operator or other third party, not The Cloud, is providing this content and is responsible for the accuracy of any information presented on a Landing Page or within an Application. The Cloud is not responsible for nor does it endorse any such offers, products, services or features.

5.3. The content of Landing Pages and any Applications is protected by intellectual property laws such as copyright and trademark. The re-distribution, re-publication, or otherwise making available of such material to third parties is prohibited. Unauthorised use of the Landing Page or Applications may give rise to a claim against you for damages and/or be a criminal offence.

## 6. **Changes to the WiFi Service and Hotspots**

6.1. The WiFi Service is variable. The WiFi Service or Hotspots may be changed, replaced, withdrawn at any time. We have limited control over the actions of Venue Operators and cannot guarantee that any Hotspot is operating at any particular time.

6.2. Subject to clause 6.3, before we make changes to the WiFi Service to your material disadvantage we will give you at least 31 days' notice of such change in writing, unless the change is required to be made immediately for valid security, legal or regulatory reasons in which case we will notify you as soon as possible.

6.3. Although The Cloud intends to increase the number of Hotspots available, you acknowledge that:

6.3.1. there is no commitment on the part of The Cloud to maintain the availability of Hotspots at particular locations or venues; and

6.3.2. the Cloud will be unable to provide you with notice of changes to Hotspot locations or the withdrawal or unavailability of Hotspots.

## 7. **How long your Contract lasts**

7.1. This Contract commences when you indicate your acceptance of the terms and conditions of the Contract. This Contract shall continue until terminated in a way set out in this Contract.

7.2. You can discontinue using the WiFi Service at any time and notify us of the termination of this Contract on the provision of 14 working days' notice in writing.

7.3. You may terminate your Subscription WiFi Service but not this Contract at any time by serving notice to terminate your subscription on The Cloud in writing. Such notice will take effect at the end of the month following the month in which notice was served. For the purposes of termination, a month means the equivalent day of each calendar month commencing on the date you purchased the relevant service and each subsequent month.

7.4. Notwithstanding any other clause in this Contract, The Cloud may end your access to the WiFi Service at any time by giving you 14 working days' notice in writing.

7.5. We may, at our discretion immediately suspend or terminate the provision of the WiFi Service if you breach any term or condition of this Contract (including the Acceptable Use Policy or Fair Use Policy).

7.6. We may end this Contract at any time immediately if:

7.6.1. we consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your use of the WiFi Service;

- 7.6.2. you or anyone you authorise to deal with us on their behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
- 7.6.3. our authority to operate as a public communications provider is suspended for any reason.

## 8. How we can change the Contract

- 8.1. Subject to clause 8.2, we may amend this Contract and if we do we will notify you, including by way of a notice posted on the Website (you should check the Website regularly for updates). Use of the WiFi Service following the amendment to this Contract in accordance with the notice posted on the Website indicates that you accept the changes. If you do not like any changes that we make then you should stop using the WiFi Service and/or terminate this Contract.
- 8.2. If we amend this Contract and such change is to your material disadvantage we will give you 31 days' notice of such change in writing, unless the change is required to be made immediately for valid security, legal or regulatory reasons in which case we will notify you as soon as possible. Where we make such amendments to this Contract, you may terminate this Contract in accordance with clause 7.2.

## 9. What we are not liable for

- 9.1. We will not be liable under this Contract to you for:
  - 9.1.1. any defect in use of any Device used to access the WiFi Service;
  - 9.1.2. any use made of the WiFi Service or Applications nor for any content (including content provided by Venue Operators) which is accessed, sent or received using the WiFi Service, nor for any charges incurred with any third party (including Venue Operators) or for any transactions entered into when using the WiFi Service, unless caused by us;
  - 9.1.3. use of Devices to access any other internet service;
  - 9.1.4. the act of suspending or terminating access to the WiFi Service or to particular Hotspots in accordance with the terms of this Contract;
  - 9.1.5. any delay or failure by us to provide any element of the WiFi Service or part of it where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, government action, or legislation requiring licensing of the formerly unregulated spectrum used by elements of the WiFi Service;
  - 9.1.6. any loss or damage caused by your use of the WiFi Service, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where:
    - 9.1.6.1.1. there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents; or
    - 9.1.6.1.2. such loss or damage is not a reasonably foreseeable result of any such breach;

- 9.1.7. any loss or damage caused by us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these terms and conditions and, in particular, but not limited to, the Acceptable Use Policy;
  - 9.1.8. the security of any data you transmit using the WiFi Service;
  - 9.1.9. the accuracy, completeness, availability or timeliness of any information obtained via the Internet (including, without limitation, links to such information or third party information on any Landing Pages or within Applications) when using the WiFi Service;
  - 9.1.10. any loss or damage caused by viruses or unauthorised use of, or attempts to access, the WiFi Service or by your Devices; or
  - 9.1.11. any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation, or revenue.
- 9.2. Where Sky or any Affiliate is acting as agent for The Cloud in providing any part of the WiFi Service, they shall have no liability to you.
  - 9.3. Nothing in this Contract shall limit or exclude in any way any liability we may have to you for (a) death or personal injury as a result of our, Sky's or any Affiliate's negligence, (b) fraudulent misrepresentation or (c) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
  - 9.4. You are responsible for the actions and omissions of any person who access the WiFi Service using your account credentials.

## 10. **How this Contract can be transferred and third parties**

- 10.1. We can transfer our rights or obligations under this Contract to Sky and any of its Affiliates or any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- 10.2. This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to clause 10.1.

## 11. **Notices**

- 11.1. Where we are required under this Contract to give you any notice in writing (for example, under clause 7.4), we can give you this notice by letter or by email. We will send notices using any of the contact details you have given us for this purpose. If we send you any notice by post with any other document, the notice will be on a separate sheet of paper and will be clearly marked.
- 11.2. You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check the email account that we hold for you regularly.
- 11.3. Where you are permitted to give notice under this Contract you must do so via email to [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com) or by post to: The Cloud Networks Limited, 3<sup>rd</sup> Floor, 4 Victoria Square, Victoria Street, St Albans, Hertfordshire AL1 3TF.

## 12. **Complaints**

12.1. If you have a complaint or query regarding the WiFi Service, you should follow our complaints procedure as set out in our Customer Complaints Code which can be found on our website at [www.thecloud.net/wifi/complaints/](http://www.thecloud.net/wifi/complaints/) or a copy can be provided on request by getting in contact with Customer Services via [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com).

**13. Law and geographical limits**

13.1. This Contract is governed by English law unless you live in Scotland in which case it will be governed by Scots law. Any disputes can be dealt with by any UK court that can lawfully deal with the case.

## **USAGE POLICIES**

These Usage Policies apply to all you.

### **How we update our Usage Policies**

The way our customers use the WiFi Service is changing all the time so we may need to change our Usage Policies to adapt to our customer's needs. Please check the website regularly for updates.

## **NETWORK MANAGEMENT POLICY**

### **URL blocking - Internet Watch Foundation**

The Internet Watch Foundation provides a dynamic list of individual web pages with child sexual abuse content to its members, companies within their group and licensees that have the ability to filter and block access to such content. We are committed to blocking access to child sexual abuse web pages thereby protecting you from being inadvertently exposed to such content.

For more information please refer to <http://www.iwf.org.uk>

### **Additional URL Blocking**

We may implement extended URL blocking to general categories of sites that may be deemed inappropriate for public environments or specific URLs for legal or contractual reasons. The type of site categories that may be blocked include those relating to:

- Drug use
- Pornography
- Offensive or illegal speech
- Network malfeasance

The list of categories may be amended or supplemented from time to time.

The status of individual sites can be checked at:

<http://cfssupport.sonicwall.com/Support/web/eng/newui/viewRating.jsp>

### **Traffic management**

Details of any network management policies implemented from time to time that may affect your use of the WiFi Service can be found on The Cloud Network Management Policy page [<http://www.thecloud.net/free-wifi/traffic-management-policy/>].

## **ACCEPTABLE USE POLICY**

Our Acceptable Use Policy ("**AUP**") will apply to any user of the WiFi Service.

You who have queries about our AUP can contact us by emailing [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com).

### **Don't use the WiFi Service illegally!**

The WiFi Service and the WiFi Network may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom ("**Laws**").

You may not use the WiFi Service and/or the WiFi Network to send, receive, store, distribute,



transmit, post, upload or download any materials or data which:

- (a) violates any Law;
- (b) is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- (c) is or may be harmful to minors;
- (d) promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- (e) is in breach of any third party rights (including any third party intellectual property rights);
- (f) has any fraudulent purpose or effect or involves a user impersonating another person or otherwise misrepresenting himself or herself as the source of any communication; or
- (g) damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

**Do not violate anyone's systems or network security**

You must not use the WiFi Service to violate the WiFi Network's security or any third party's system or network security by any method including:

- (a) unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- (b) unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- (c) unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the WiFi Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- (a) programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- (b) tools designed to compromise the security of other sites;
- (c) programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- (d) programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the WiFi Network to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You must not adapt, modify, decompile or reverse engineer any part of the WiFi Service.

You must not reveal your username or password to any third party.

You are responsible for all materials and/or data originating from the machines and/or networks that they have connected to the WiFi Network. A user must immediately disconnect (and

subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by The Cloud.

### **Messages**

You must not send emails or instant messages (“**Messages**”) to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many you, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet you from responding to messages. You must not use any email address that they are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by, The Cloud or relates to any Sky business.

### **World Wide Web and surfing the net**

You will be solely responsible for your use of the internet and any web pages you own and/or operate that connect to the WiFi Network using the WiFi Service. You must not use world wide web pages within or outside the WiFi Network to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

### **How do you make a complaint?**

You wishing to notify us of a breach of this AUP, or wishing to make a complaint regarding content, data or material that has been stored and/or accessed via the WiFi Network or the WiFi service, can email us at [wifisupport@bskyb.com](mailto:wifisupport@bskyb.com).

### **The actions we can take**

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if a user has breached this AUP, or we or a third party, reasonably suspect that a user may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

(a) immediately suspend access to the WiFi Service until such time as we are satisfied the breach has stopped;

(b) immediately end this Contract;

(c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;

(d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the WiFi Network or our servers; or

(e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the WiFi Network and/or our servers.

The Cloud will use your personal data and other account information in connection with any investigation carried out by The Cloud in accordance with this AUP, including by disclosing it to any third party authority that The Cloud considers has a legitimate interest in any such investigation or its outcome.

**FAIR USE POLICY**

You are allowed a 40 Gigabyte usage allowance in any 30 day rolling period.

If you exceed this limit then we may immediately suspend your account or we may send you an email telling you to reduce your usage (as the case may be). If you do not act on our notification we may then suspend your account or end your Contract.