



## WiFi TERMS OF USE

**These are our terms of use for our wireless Internet access services, which automatically apply to any use by you of our WiFi services.**

**Therefore, if you do not agree to these WiFi terms of use, then do not use our WiFi services.**

### Background

1. References to **our** or **we** will be to us Manx Telecom Trading Limited.
2. Reference to **you** in these terms of use will be to the party that signs up to use our WiFi service in accordance with these terms of use.
3. Our WiFi service is a wireless data service which allows you to access the Internet and data services when you are in the vicinity of one of our WiFi hotspots.
4. In consideration of us making available to you our WiFi services you agree that these WiFi terms of use will apply to your use of our WiFi services. **Therefore, do not use our WiFi services if you do not agree to the provisions of this document.**
5. To connect to our WiFi service you will need to sign-in to one of our WiFi hotspots using a suitable portable device that has WiFi capability and that is compatible with our WiFi network.
6. If you experience problems using our WiFi services, then you should email us at the following address ***customersupport@manxtelecom.com***.
7. In addition to these WiFi terms of use, our general terms and conditions for consumers shall also apply to your use of our WiFi services to the extent that they do not conflict with these WiFi terms of use. If you have any questions in this regard, then please contact us by email at the following address ***service@manxtelecom.com***.
8. If there is any conflict between the provisions of these WiFi terms of use and our general terms and conditions, then these WiFi terms of use shall prevail.
9. The current version of our general terms and conditions for consumers can be obtained from [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms).

### Sign-up

1. Prior to accessing our WiFi service you will need to sign-up in accordance with the instructions provided on our website at ***[www.manxtelecom.com/wifi](http://www.manxtelecom.com/wifi)***.
2. You should ensure that any contact details that you provide to us are correct because we will use these details if we need to contact you.

### Your rights and obligations

1. Our WiFi service is made available to you for social, non-commercial purposes such as checking your private e-mail, instant messaging, browsing the Internet and using apps.
2. You are not permitted to use and must not use our WiFi service 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.
3. Your use of our WiFi service:
  - (a) shall be subject to any restrictions that we may apply from time to time, including, but not limited to, the length of connection time available to you or the amount of data that you are permitted to download; and
  - (b) must comply with our Use Policy, as may be amended from time to time, the current version of which can be obtained from [www.manxtelecom.com/terms](http://www.manxtelecom.com/terms).
4. You are responsible for the security and proper use of the details that you use to login to our WiFi services and you must not disclose these to anyone.
5. If you know or suspect that your login details have been compromised, or if you become aware that any other breach of security of the WiFi service has occurred, then you must tell us as soon as possible by sending an email to us at ***customersupport@manxtelecom.com***.
6. You are responsible for:

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- (a) all charges incurred when accessing any websites or other chargeable services when using our WiFi service and for all activities that occur on our WiFi service using your login details or your portable device; and
- (b) the actions and omissions of any person who access the WiFi service using your account details.

### Our rights

1. We reserve the right to withdraw the WiFi service from any location at any time without notice to you.
2. We shall be entitled to modify, monitor, limit, restrict, suspend or temporarily cease your access to the WiFi service at any time that we deem necessary.
3. As our entitlement to access and use each WiFi hotspot location is controlled by third parties, we cannot guarantee that any WiFi hotspot will be operating at any particular time or that we will be able to continue to provide WiFi services from any location.
4. We may, at our discretion, immediately suspend or terminate the provision of our WiFi service if you breach these terms of use or the terms of any document referred to in these terms of use.

### What we are not liable for

1. Except as provided in paragraph 2 below, we will not be liable to you under these WiFi terms of use for:
  - (a) any use made of our WiFi service;
  - (b) any content which is accessed, sent or received using our WiFi service, nor for any charges incurred with any third party or for any transactions entered into when using the WiFi service;
  - (c) the act of suspending, limiting or terminating access to our WiFi service or to particular WiFi hotspots;
  - (d) the security of any data that you transmit using the WiFi service;
  - (e) the accuracy, completeness, availability or timeliness of any information obtained via the Internet when using the WiFi service;
  - (f) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the WiFi service; or
  - (h) any loss or corruption of data, or any loss of business, contracts, profits, anticipated savings, reputation, or revenue.
2. Nothing in these WiFi terms of use or in our general terms and conditions for consumers shall limit or exclude in any way any liability that we may have to you for:
  - (a) death or personal injury as a result of our 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.