

## **Morwenstow Community Centre Wi-Fi**

Wi-Fi Internet access is provided free of charge to legitimate users of the Community Centre

Before connecting to the Morwenstow Community Centre Wi-Fi, please read these terms and conditions carefully (the "Terms"). These Terms along with our Privacy Policy make up the terms and conditions for use of the Morwenstow Community Centre Wi-Fi

We may make changes to these Terms from time to time, so we recommend that you review these regularly. The terms "we", "our" and "us" when used in these Terms means Morwenstow Community Centre. The terms "you", "your", "yours", "buyer" when used in these Terms means you as a user of Morwenstow Community Centre Wi-Fi as the context requires. By connecting you accept these Terms, you acknowledge that you have read and understood and agree to all the terms.

## IN PARTICULAR YOUR ATTENTION IS DRAWN TO SECTION 3 ON OUR LIABILITY TO YOU

If anything is unclear, please contact us at <a href="mailto:clerk@morwenstowparishcouncil.co.uk">clerk@morwenstowparishcouncil.co.uk</a> before accepting these Terms.

- 1. Using Morwenstow Community Centre Wi-Fi
- 1.1 Morwenstow Community Centre Wi-Fi is a free service available. You can continue to use Morwenstow Community Centre Wi-Fi free of charge as long as you continue to accept our Terms.
- 1.2 If you are in Morwenstow Community Centre you can connect to the Morwenstow Community Centre Wi-Fi using a compatible phone or computer device with wireless LAN. We do not guarantee that Morwenstow Community Centre Wi-Fi is compatible with all hardware types and devices or guarantee device connectivity.
- 1.3 To connect to Morwenstow Community Centre Wi-Fi you will not need to provide any personal information however details from the device you are using to connect to our network may be recorded.
- 1.4 Morwenstow Community Centre Wi-Fi is intended for browsing the internet, emails and using apps.
- 1.5 We are not responsible for the content of websites you visit while using Morwenstow Community Centre Wi-Fi. We may at our sole discretion restrict access to certain features and websites. If you have any concerns about this or require any further information you can contact us.
- 1.6 We do not guarantee uninterrupted access to Morwenstow Community Centre Wi-Fi and we may suspend the service at any time, for any reason, in our sole discretion.
- 1.7 Morwenstow Community Centre Wi-Fi is not a secure network and we are not responsible for the security of the information and data which you transmit using Morwenstow Community Centre

- Wi-Fi. We are not responsible for the accuracy of any information or data obtained from the internet using Morwenstow Community Centre Wi-Fi.
- 1.8 Usage of WiFi is entirely at the risk of the user. As such, we strongly recommend that your device has up-to-date anti-virus and all security updates applied before using the service.
- 2. How we use your information
- 2.1 By using Morwenstow Community Centre Wi-Fi you agree that your device details may be stored.
- 2.2 We reserve the right to report on any activity undertaken on Morwenstow Community Centre Wi-Fi and where necessary restrict or block access to a person, account, website or device.
- 3. Our liability to you
- 3.1 Nothing in these Terms shall restrict or exclude our liability for death or personal injury arising from our negligence or our liability for fraud or fraudulent misrepresentation nor any other liability which cannot be excluded or limited under applicable law.
- 3.2 We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for:
- 3.2.1 loss of income or revenue;
- 3.2.2 loss of business;
- 3.2.3 loss of profits or contracts;
- 3.2.4 loss of anticipated savings;
- 3.2.5 loss of opportunity or goodwill;
- 3.2.6 loss of, damage to, or corruption, of data; or
- 3.2.7 indirect or consequential loss of any kind.
- 4. What you must not do on Morwenstow Community Centre Wi-Fi (the following list is not exhaustive)
- 4.1 You agree not to:
- 4.1.1 use Morwenstow Community Centre Wi-Fi for any unlawful or illegal purpose;
- 4.1.2 use Morwenstow Community Centre Wi-Fi for any commercial purposes;
- 4.1.3 make any use of Morwenstow Community Centre Wi-Fi which causes the whole or part of Morwenstow Community Centre Wi-Fi to be interrupted, damaged, made less efficient, or impair the effectiveness or functionality of Morwenstow Community Centre Wi-Fi in anyway;
- 4.1.4 use Morwenstow Community Centre Wi-Fi for sending or posting any computer viruses or any other harmful code, or any material which is defamatory, offensive or obscene; or
- 4.1.5 use Morwenstow Community Centre Wi-Fi in a way which infringes the rights of any person (whether in breach of confidentiality or intellectual property rights or otherwise).
- 4.1.6 create, download, store, transmit or display material that promotes or incites hatred, terrorism or hate crimes.
- 4.1.7 forge header information, email source address or other user information or use another person's name, username or password for fraudulent purposes;

- 4.1.8 access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network or to violate the privacy, publicity or other personal rights of others or to impair the privacy of communications;
- 4.1.9 act in any way that harms or attempts to harm minors, young people or vulnerable adults;
- 4.1.10 visit, download or transmit from sites that are deemed inappropriate or offensive, pornographic, or that contain material of an obscene nature. Any user who inadvertently accesses an inappropriate Internet site must immediately close the session or return to the previous page.
- 4.2 The Wi-Fi network connection may be subject to monitoring, with cause, for security, legal, or troubleshooting purposes. We reserve the right to monitor Wi-Fi activity, terminate or restrict your access to Morwenstow Community Centre Wi-Fi, without advance notice, if we reasonably believe that you are misusing Morwenstow Community Centre Wi-Fi or are otherwise in breach of these Terms.

## 5.Indemnity

5.1 You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents and employees harmless from and against all liabilities, claims, losses or damages (including legal fees) costs and other expenses, however caused, that may arise as a result of or in connection with inappropriate or unauthorised access to Morwenstow Community Centre Wi-Fi by you and/or breach by you of any of these Terms.

## 6.General

- 6.1 If any part or provision of these Terms are found to be unlawful or unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other party of these Terms will not be affected.
- 6.2 These Terms are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Reviewed: 15th February 2023