

# WIFI Terms and Conditions - Upmarket Leisure Limited

## Terms and Conditions

1. By using our internet service, you hereby expressly acknowledge and agree to comply with these terms and conditions. If you do not agree with anything in these terms and conditions then you must immediately cease all use of the service.
2. Our internet service is provided "as is", without any warranty of any kind. We do not guarantee uninterrupted access to the service and may suspend the service at any time, for any reason, in our sole discretion. We may also restrict access to certain features and websites, at our sole discretion.
3. By using our internet service you agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction or viruses and other programs that can corrupt or damage your device.
4. You agree that Upmarket Leisure Ltd and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.
5. Use of the wireless network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorised behavior is detected, including heavy consumption of bandwidth, we reserve the right to suspend and/or permanently disconnect the offending device from the wireless network.
6. By entering your contact details on the data capture form and agreeing to receive marketing communications, you are agreeing to be added to Upmarket Leisure Ltd' mailing list, and to receive email communications periodically with information about the restaurants.
7. We may collect your data while using the service [and if you agree to receive marketing communications]. Further information on how we will use your information can be found in our privacy policy.
8. To the maximum extent permitted by law, in no event will Upmarket Leisure Ltd be liable for damages of any kind (including but not limited to, special, incidental or consequential damages, lost profits or lost data, regardless of the foreseeability of those damages) arising out of or in connection with the use or performance of the service or any other material or services provided to you by Upmarket Leisure Ltd.
9. These terms and conditions and all matters arising from or in connection with them shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Examples of Illegal Uses
10. Storing, sending, distributing, uploading or downloading any of the following are representative examples only and do not comprise a comprehensive list of illegal uses: any content or material which is restricted, prohibited or otherwise unlawful under any applicable law (or which is likely to be), including material and/or content which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings (or encourages conduct that would be a criminal offence or give rise to civil liability);
11. confidential information, copyright material, trademarks, trade secrets or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so, or that in any way breaches a third party agreement (including but not limited to a non-disclosure agreement) or obligation;

12. any content or material, which interferes with other users of our internet service (or may do so) or restricts or hinders any person from accessing, using or enjoying the internet, our services, our network or systems (or the networks or systems of our suppliers);

**13. Examples of Unacceptable Uses**

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

14. accessing, monitoring or using 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;
15. compromising the security, tampering with, hindering the operation of or making unauthorised modifications or integrity of any network or system including, but not limited to, our network or systems (or our suppliers' network or systems) or to cause technical disturbances to our network (or to our suppliers' network);
16. knowingly transmitting any data, sending or uploading any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
17. forging header information, email source address or other user information or use another person's name, username or password for fraudulent purposes;
18. transmitting, or procuring the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam), in breach of the Privacy and Electronic Communication Regulations 2003 or otherwise;
19. degrading or interfering with other users' use of any of our internet service (or which may do so) or disrupting or interfering with our network or internet service or causing a host or the network to crash;
20. breaching any applicable local, national or international law, regulation or code of practice (including export control laws or regulations);
21. contravening generally accepted standards of internet or other networks conduct and usage, including but not limited to denial of service attacks, web page defacement, port or network scanning and unauthorised access to systems;
22. harming or attempting to harm minors in any way.

