

## Terms and Conditions of Use

These terms and conditions set out the agreement between you ('you', 'the customer' or 'your') and EE Limited of Trident Place, Mosquito Way, Hatfield, Hertfordshire, AL10 9BW ('us', 'we', 'EE' or 'our'). **Your use of the London Underground WiFi Service ("services") will be governed by the terms of this agreement.**

### About the Services

1. This agreement sets out the terms and conditions of use of the services. You must consent to these terms and conditions to be able to use the services.
2. As well as these terms and conditions, your use of the services is subject to other legal stuff (such as the Acceptable Use Policy and Privacy Policy) which applies to the services and will be published from time to time on our website. In the event of any inconsistency between these terms and conditions and the Acceptable Use Policy, EE may, in its sole discretion, determine which prevails. A Traffic Management Policy may also be introduced which would provide further details on the use of the services. Measures may also be taken to help prevent fraud and to ensure that excessive use of the services by some users does not prevent other users of the service from enjoying the services.
3. The service provided to you is the ability to access the internet and send and receive data through a wireless local area network based on IEEE 802.11 standards available at selected stations in the London Underground.
4. Data volume and/or types of traffic transmitted via the services may be monitored and controlled.

### Using the Service

5. The service starts when you first connect to an access point.
6. You are responsible for ensuring that any equipment that you use to access the service meets the minimum requirements and is suitable for use with the service and is adequately protected against viruses.
7. The service may be impaired by a large number of simultaneous users or other conditions or circumstances beyond our control.
8. You shall ensure that you use the services in a reasonable manner and do not abuse the services. You accept that EE and Virgin Media may restrict or terminate your ability to use the services without further notice if you use the services in an unreasonable and/or excessive manner.
9. You are wholly responsible for your use of the service. You accept that we have no control over the information transmitted via the service and will not be responsible for such information. Except as expressly specified otherwise in this agreement, the use to which you put the service or the nature of the information you send or receive is not examined. We have no obligation to compensate you for such information and/or such use.
10. You accept that EE, Virgin Media or a third party have the right to restrict access to any inappropriate content on the service, such as adult and illegal content. You hereby agree not to access or attempt to access such adult or illegal content using the service.
11. We cannot guarantee that the service will be uninterrupted and/or will be continuously available. We will not be liable for any interruptions, reception, picture degradation or any other problems that are beyond our control. We do not guarantee that the service will be compatible with your equipment or any software that you may use.
12. You are responsible for the way the services are used. You must not do any of the following acts or allow anyone else to do the following acts via your device in relation to the services:
  - a) Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
  - b) Cause annoyance, nuisance, inconvenience or needless worry to, or break the rights of, any other person;
  - c) Perform any illegal activity;
  - d) Break, or try to break, the security of anyone else's equipment, hardware or software;
  - e) Deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);
  - f) Upload, download, post, publish or transmit any information, material or software that is protected by copyright or other ownership rights without the permission of its owner;
  - g) You must not use the service in a manner that will or is likely to adversely affect how the service is provided to you or any of our customers.
13. You must, at all times, ensure that the way you use the services does not break the law or the rights of any other person.
14. If we or Virgin Media reasonably believe that your device, or a device that has been cloned without your knowledge or consent, breaches Clause 12 of this Agreement or that you or your cloned device has misused the service in any way, we or Virgin Media may take immediate action to deny you access to the service without any further notice to you.

15. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with your misuse of the services under this agreement and you must repay to us in full any costs and/or losses of which we may suffer as a result of such misuse.

16. Some parts of the services enable you to access third party content and services (some of which may require you to accept additional terms and which may be subject to fees), and you agree that we are not responsible for any such third party content or services.

17. We do not guarantee the security of the services and you hereby agree to use the services at your own risk. You shall ensure that you have adequate security to prevent unlawful access to or use of the services, access to your computing equipment or disclosure of confidential information.

18. You hereby accept that we do not guarantee nor are we responsible for, the security, integrity and confidentiality of the information, files and data that you exchange or may wish to exchange.

#### **Services available to customers**

19. Active Orange, T-Mobile and EE mobile customers will be able to access the services by registering their mobile number and receiving a password to sign in to access the services. You are an active pay as you go customer if your pay as you go account has been topped up with a minimum of £5 within the last 30 days. If your last top up took place more than 30 days ago, it can take up to two days from the date of your latest top up to update your account and provide you with access to the services. Orange, T-Mobile or EE broadband customers must also be Orange, T-Mobile or EE mobile customers in order to access the services.

20. Access to the services is a discretionary benefit included as part of your mobile contract with us and may be withdrawn at any time without notice to you.

21. The service will be available until such time where your Wi-Fi connection is lost or until such time that you disconnect from the service. If you are a monthly customer, you will not be able to access the services if your account is in arrears or if your account has been classified as bad debt. If you are a pay as you go customer, you will not be able to access the services if your account is not in credit.

#### **Your details and how they are looked after**

22. By using the services you are providing your consent to use your personal information together with other information for the following purposes:

- a. profiling your usage of the services;
- b. personalising your experience of the services based on your usage; and
- c. improving and developing the services.

23. We may share with third parties information about your use of the services in an aggregated form which does not personally identify you. This aggregated data may be used by those third parties for their marketing purposes (e.g. to improve their targeting of advertising based on user preferences).

24. We may use your personal information to contact you with information about our products and services, special offers and rewards, as well as those of selected third parties. From time to time, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) for these purposes.

25. We will only use your data in line with the Data Protection Act 1998 and our Privacy Policy.

26. We will not pass on your personal information to third parties except in accordance with this agreement or where we are required to disclose that information in order to comply with any legal or regulatory requirements.

#### **Liability to You**

27. Our liability to you is limited as set out in this agreement.

28. We will not be liable to you for:

- a) any direct loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, use, business, wasted expenditure, loss arising from disclosure of confidential information, loss arising from or in connection with the use of the service or inability to use or access the service that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage;
- b) any indirect loss or any loss which is not a reasonably foreseeable consequence of negligence or breach of these terms and conditions (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);

c) lost or destroyed data or software; or  
d) any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss.

29. We are not responsible for any misuse of your username and/or where applicable, your password. You are wholly responsible for your account and shall be fully liable for all activities carried out under your account. It is your responsibility to protect your username and password.

30. We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the services, or for transmitting or receiving, or failure to transmit or receive, any material through the services.

31. If you deal with any other individuals or organisations using the services (for example, by buying or renting goods or services from them or ordering goods from them using the services), we will not be involved in these dealings. We will not be liable in any way for any loss, costs or damage you have to pay for.

32. We will not be liable to you for the contents of any material from other individuals and/or organisations which may be accessed through the services. Virgin Media and EE each reserve the right to block access to any such material.

33. In the event that EE is found liable to you for direct physical damage to your personal property, where the damage arises from EE's own (or our agents' or contractors') negligence, EE's liability to you shall not exceed £3,000 for any one event or series of connected events.

#### **Matters beyond our reasonable Control**

34. EE will not be liable for failing to do what it promised under this agreement if it is prevented from doing so by something outside its reasonable control which will include (but is not limited to) lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial dispute.

#### **General**

35. This agreement is personal to you and you may not transfer your account or any of your rights and responsibilities under this agreement without our written agreement. For business reasons we may transfer any of our rights and responsibilities under this agreement without your permission.

36. Sometimes, we will need to change the terms and conditions of the service and will publish such changes on our website. It is your responsibility to be aware of such changes by checking our website.

37. This agreement will be governed by English law and is subject to the non-exclusive jurisdiction of the English courts.