

# iQuda WiFi policy

## Introduction

Welcome to the wireless use policy ("Wi-Fi System") at iQuda These "Terms and Conditions of Use", govern your rights and responsibilities and our rights and responsibilities relating to the use of the Wi-Fi System at iQuda.

## Description of Wi-Fi System

iQuda will provide access to a Wi-Fi System throughout our premises ("Sesame"), it must be noted that the WiFi connection is separate to our corporate network and only allows internet access.

## Access to Internet

iQuda does not screen or restrict access to any content placed on or accessible through the Internet. iQuda also does not screen or restrict communications between parties via the Internet. You acknowledge that if you access the Internet you may receive or be exposed to content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that iQuda is not liable for any action or inaction with respect to any such content on the Internet accessible through the Wi-Fi System.

## Your Responsibilities

You must comply with all laws and regulations, including but not limited to copyright and intellectual property rights laws. You agree to be responsible for and to bear all risk and consequences for (1) the accuracy, completeness, reliability and/or usefulness of any content available through the Wi-Fi System and (2) all communications that you send or receive via the Wi-Fi System. iQuda does not undertake the security of any data you send through the Wi-Fi System and it is your responsibility to secure such data.

## Acceptable Use Policy

All users of the Wi-Fi System must comply with this Acceptable Use Policy (AUP). This AUP is intended to prevent unacceptable uses of the internet. iQuda does not actively monitor the use of the Wi-Fi System under normal circumstances. Similarly we do not exercise editorial control or review the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi System. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject iQuda to liability or may violate this AUP. iQuda may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of your access to the Wi-Fi System.

## The following constitute examples of violations of this AUP.

You agree to not use the Wi-Fi System to:

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(1) Transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libellous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable.

(2) Harm, or attempt to harm, minors in any way.

(3) Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Wi-Fi System.

(4) Transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements).

(5) Transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

(6) Transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation.

(7) Transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

(8) Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

(9) Intentionally or unintentionally violate any applicable law, or any regulations having the force of law.

(10) "Stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent.

(11) Resell the Wi-Fi System without the authorization of iQuda.

(12) Use the Wi-Fi System for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server, unless specifically authorized by iQuda management and relevant to our business operation or that provided to our clients.

You understand and agree that iQuda may disclose your communications and activities using the Wi-Fi System in response to lawful requests.

## Termination

You agree that iQuda may terminate this Agreement and cancel your access to the Wi-Fi System at any time, without notice and for any reason including, but not limited to, violation of any of the terms and conditions of this Agreement, security or safety reasons, and/or using the Wi-Fi System to

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perform any illegal activity. You further agree that in the event of termination for any reason, iQuda will have no liability to you.

### **Notice of Problems or Complaints**

If you experience a problem accessing or using the Wi-Fi System please report the problem to James Watson, either through the internal telephone or email james.watson@iquda.co.uk

### **Modifications**

iQuda may, at its sole discretion, modify the terms and conditions of this Agreement, including the AUP, at any time. Such modifications shall be binding and effective upon posting on the Wi-Fi System 'Internet Access Signup' page. By continuing to use the Wi-Fi System after such postings, you accept and agree to any and all such modifications.

### **Indemnification**

You shall indemnify iQuda and its directors, trustees, employees, contractors, agents, successors and, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable legal fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement.

### **Limitation of Liability**

IQUDA, ITS EMPLOYEES, AGENTS, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING, EITHER DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WI-FI SYSTEM OR THE INTERNET, SPECIFICALLY INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

### **Enforcement**

This policy will be enforced by the Executive Team and Data Protection Officer. Violations may result in disciplinary action, which may include suspension, restriction of access, or more severe penalties up to and including termination of employment. Where illegal activities or theft of company property (physical or intellectual) are suspected, the company may report such activities to the applicable authorities.

### **Policy Review**

This policy will be reviewed at least annually. The policy will be reviewed before this timeframe if the relevant supervisory authority releases new legislation or guidance.

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