

## **BHRCCGs Guest WiFi – Terms and Conditions**

The paragraphs below are the terms and conditions for NHS WiFi wireless internet access services (the "Service") supplied by BHRCCGs to you ("You"). These terms and conditions may be modified by BHRCCGs at any time by updating these terms on our website. If you are under the age of 16, by continuing to use this service and by accepting the terms of this EULA you confirm that you have received consent from a parent or guardian to use this service. By continuing to use this service, or, if applicable, by agreeing to pay for this service, you agree to accept, conduct your business within the terms stated, and be bound by the following;

### **BHRCCGs Obligations and Rights:**

- a) BHRCCGs collects information on your usage of this Service including web pages visited, domains and email traffic. BHRCCGs will not disclose personal information collected in conjunction with the provision of this service to a third party without consent, except to companies with which we have contracted for the provision of the Service. BHRCCGs will, if required by law, disclose your personal information and or information pertaining to the usage of the Service to the relevant authorities in the investigation of any suspected or alleged crime.
- b) BHRCCGs is committed to providing uninterrupted access to this Service. BHRCCGs will use best endeavours to only allow system downtime and maintenance outside of normal working hours (9AM-5PM Monday to Friday). We reserve the right to modify or temporarily suspend the Service or any part of it without notice to you for emergency technical repair or upgrade for any reason, or if the service host has not paid BHRCCGs for the provision of this service in its premises.
- c) You acknowledge and are responsible for the security of your connection to the internet, your device that is used for connecting and for any sites you visit, emails you send or receive or information transmitted or received in any format when you use our Service. BHRCCGs provides no additional security than you already have, because we provide management and monitoring services only and do not modify any content. For that reason, we cannot be, and are not responsible for the security or content you transmit or receive on the internet.
- d) BHRCCGs reserves the right to block any websites, web pages and content on its service that BHR CCGs deems illegal, distasteful or generally unsuitable for the location in which this service is provided. BHRCCGs does not wish to restrict your use of our service unreasonably but by using this service you agree to accept our filtering criteria which may change from time to time. BHRCCGs has no obligation to you to include sites that are blocked from use.
- e) BHR CCGs may deny, terminate or suspend your access to all or any part of the Service without notice if you engage in any conduct or activities that BHRCCGs in its sole discretion believes violates any of the terms of this EUL.
- f) BHRCCGs reserves the right to slow bandwidth or connection speeds at certain times at BHRCCGs' convenience.

**End User's Obligations and Rights:**

- a) You are responsible for maintaining the confidentiality of the password and all activities that occur under your username and password. You will be liable for all losses, damage, costs and expenses, direct or indirect, however incurred, suffered by BHRCCGs due to the loss, misuse and/or disclosure of your username and password. BHRCCGs reserves the right to make additional charges for the use of our service on multiple machines with the same password. We will contact you where possible should this occur.
- b) You acknowledge that all intellectual property (including copyright, trademarks and trade names) in the Service and on the website used to access it remain the property of BHRCCGs or its licensors. You agree to respect these rights and not to do anything to infringe them. In particular, but without limitation, you agree not to alter or remove any trademarks and not to copy, download, transmit, reproduce, print or exploit any of this material.
- c) You shall indemnify BHR CCGs for any breach of clause (c), above,
- d) You agree that you will not use the BHR CCGs service for:
  - (1) unlawful, fraudulent, criminal or otherwise illegal activities;
  - (2) sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person;
  - (3) knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by BHR CCGs or any other Internet user or person;
  - (4) activities that are in breach of any other third party's rights, including file-sharing, downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material;
  - (5) anything that may disrupt or interfere with BHR CCGs's network or services or cause the network to crash;
  - (6) launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network. Scanning of networks or hosts for open ports or other vulnerabilities;
  - (7) making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large files or extended high volume data transfer of any kind. Should we deem your use of our service excessive, and by this we mean transferring more than 20Gbytes / month or equivalent multiple thereof, we reserve the right to reduce your connection speed, or terminate your service.
  - (8) circumventing the user authentication or security process of a host or network;
  - (9) creating, transmitting, storing or publishing any virus, malware, Trojan, corrupting program or corrupted data; or
  - (10) collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.