

**ASK4 GUEST  
WIFI TERMS AND  
CONDITIONS**

ASK4

# ASK4 GUEST WIFI TERMS AND CONDITIONS

## INTRODUCTION

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These terms and conditions apply to your use of the guest Wi-Fi service provided by us ("Service"). They set out the conditions on which you can access and use the Service and content that is made available to you through the Internet.

In these terms and conditions "us", "we" or "our", means the member of the ASK4 group set out at the end of these terms, and the owner or manager of the premises where the Service is provided.

You agree to comply with these terms and such other requirements of use as may be notified to you by us while you are using the Service.

By using and/or activating the Service and/or clicking the accept button on the login/registration page you agree to be bound by these terms. If you do not agree to these terms, you should not use the Service.

## OUR SERVICE

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We will always try to make the Service available, but it may be temporarily unavailable for maintenance, or for other reasons that are outside of our control.

Any advertised speed for the Service is not guaranteed as speeds may be affected by a number of factors outside of our control such as the specification of your device, the location of your device, interference of other devices, the construction of the building and the number of devices connected to the Service at any one time.

We do not warrant that the Service is fault free or fit for any particular purpose, or that our system is secure.

## YOUR DEVICES

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You must provide all the hardware and software needed to access and use the Service. You are responsible for ensuring your equipment is compatible with the Service and your device must be wireless enabled.

The availability and performance of the Service may be subject to your device's memory, storage and other limitations.

We reserve the right to limit the number of devices and the period of time during which each device can be connected to the Service. These limitations will be set out on the login/registration page. You must not engage in any activity to attempt to circumvent such device or time limits.

The Service may not be compatible with or support the use or connection of connected devices such as wireless speakers or printers or the use of TV casting devices.

## YOUR USE OF THE SERVICE

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You are required to use the Service solely for your own personal use in accordance with the Acceptable Use Policy below. You agree to use the Service diligently and correctly and you agree not to use the Service for any purpose that is unlawful, prohibited by any applicable law, regulation or legislation, or that may infringe the rights of others. You must refrain from any action that may be technically harmful to the Service or its users.

You may allow other people to use a device that is connected to the Service. However, you shall remain responsible for their use of the Service.

You should at your own expense ensure that your devices are appropriately protected from unauthorized access by third parties and have appropriate anti-virus software installed.

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## USE BY MINORS

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By using the Service, you confirm you are at least 18 years old or have parental permission to use the Service.

Parents and/or legal guardians of minors are reminded that the Service allows access to content or services that may not be appropriate or that may be prohibited for minors and it is their sole responsibility to control and decide on what may or may not be appropriate content or services for minors under their care.

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## USER PASSWORDS

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If you are provided with a password or log-in details, you must store them securely and must not disclose them to any third party. Such password or access key shall be personal and non-transferable.

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## INDEMNITY AND LIABILITY

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The function of the Service solely provides you with access to the Internet. You accept and understand that use of the Internet is your responsibility.

To the fullest extent permissible by law, we shall not be liable for:

- any disruptions in the provision of the Service;
- any payments made by you via the Internet, via Credit Card or any other method;
- any interruption of power or any act or omission by a supplier of such services;
- virus, infection or any other malfunction of your device;
- loss of data or corruption of data regardless of how the loss or corruption occurs;
- any loss of income, loss of business or profits;
- any content posted, transmitted or published by you via the Internet; or
- any loss that was not reasonably foreseeable at the time we agreed to provide the Service.

Our liability or any loss not excluded under the paragraph above shall to the fullest extent permissible by law be limited to the damage reasonably foreseeable at the time of the conclusion of the Agreement.

Nothing in this agreement excludes or limits our liability for:

- wilful intent or gross negligence;
- for damage resulting in injury to life, limb or health; or
- for maliciously concealed defects.

Except as set out in these terms, all conditions, warranties, guarantees and representations are expressly excluded to the fullest extent permissible by law.

You agree to indemnify us against any claims, demands, actions, liabilities, costs or damages arising out of your use of the Service (including any infringement or alleged infringement of any other parties' intellectual property rights in any manner and/or any material that you access or make available using the Service), or any breach of these terms.

## TERMINATION

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We reserve the right to suspend and/or block your access to the Service in the event of detecting use of the Service in breach of these terms. We will try where appropriate to give you reasonable notice or warning before we do this. However, we may immediately and without notice suspend and/or block your access to the Service where there is a real risk of loss or harm to us or our other customers (for example, where there is a reasonable suspicion of fraud or other abuse).

The duration of our agreement is limited to the time in which you remain connected to the Service.

## GENERAL

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If any part of these terms or the Acceptable Use Policy is found by a court to be unreasonable or inapplicable, the other parts will continue to apply.

## CHANGES TO THESE TERMS

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These terms and the Service may be amended at any time. If we make a change that is to your material detriment (for example the Service becomes chargeable) we will ask you to sign-up to the Service again and accept the new terms by clicking the accept button on the login/registration page.

We may make other changes to these terms and the Services that are not to your material detriment by updating this webpage. The use of the Service after the change shall be deemed to be acceptance of the changes.

## GOVERNING LAW AND JURISDICTION

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These terms and all matters arising from or in connection with them shall be governed by and construed in accordance with English law provided that if you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

We both agree to submit to the non-exclusive jurisdiction of the courts of England & Wales, which means that you may bring a claim to enforce your consumer protection rights in connection with these terms in England or in the EU country in which you live.

## CONTACT DETAILS

See: <https://support.ask4.com/other/contact-us/>

## RELEVANT GROUP COMPANIES

If you live and work in...	Our local legal entity responsible for the provision of the Service is...
UK	ASK4 Limited
Spain	ASK4 Internet Services Europe Limited via its Branch Office: Utopicus, Calle de Orense 62, 28020, Madrid
Ireland	ASK4 Ireland Limited
Portugal	ASK4 Portugal Limited via its Branch Office: R. Castilho 39, 8E, 1250-068, Lisboa, Portugal
Poland	ASK4 Poland Limited via its Branch Office: C/O Domański Zakrzewski Palinka sp. K Rondo 1 Building - 21st floor 00-124 Warszawa
Germany	ASK4 Germany Limited via its Branch Office (Köln HRB 87326).
Netherlands	ASK4 Netherlands Limited via its Branch Office Pilotenstraat 39 A, 1059CH Amsterdam
Denmark	ASK4 Nordics Limited via its Branch Office C/O DLA Piper Danmark Rådhuspladsen 4, 4.
Italy	ASK4 Italy Limited via its Branch Office: Via Libero Temolo 4 zona, 20126 Milano MI, Italy
France	ASK4 France Limited via its Branch Office: 17 rue de la Vanne Montrouge 92120 France

## ASK4 GUEST WIFI ACCEPTABLE USE POLICY

### DISRUPTION TO THE SERVICE

You may not disrupt the Service.

The Service may not be used to access or interfere with computer networking or telecommunications services of any customer, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited.

You are solely responsible for the security of any device that you choose to connect to the Service, including any data stored on that device.

We reserve the right to impose transfer-limits on customers who regularly use the Service in an excessive fashion where such usage disrupts the service of other customers.

The Service is intended to be used for personal non-commercial purposes whilst a guest or temporary visitor to the building where you access the Service.

You shall not make the Service available to any third party by any means. It is your responsibility to secure your own computer and systems so that third parties cannot gain access to the Service and use resources without your specific knowledge.

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## INAPPROPRIATE USE

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There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. We assume no responsibility for the content contained on the Internet or otherwise available through the Service.

You assume the risk of accessing content through the Service, and we nor any of our employees, agents or suppliers shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

You may not use this Service for anything unlawful, immoral or improper. In addition to the foregoing, in particular, but without limitation, you shall refrain from using the Service:

- a) to harass or disturb third parties and/or violate their privacy and privacy;
- b) to impersonate other users or third parties;
- c) to Spy on other users or third parties;
- d) to damage the reputation, image of other users or third parties; and
- e) for advertising purposes or to promote products, services or activities of third parties.

If you become aware that a third party is engaging in any of the aforementioned conduct, we ask that you notify us via email in order for us to take appropriate action.

Content questions or complaints should be addressed to the content provider and not to us.

You are solely responsible for any information that you publish on the Internet. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content.

We reserve the right (but are under no obligation) to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

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## INTELLECTUAL PROPERTY RIGHTS

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The Service must not be used to access, host, share, copy or distribute unlawful material in any way and in particular but without prejudice to the generality thereof material that is protected by Copyright, Trademark, Registered Design Rights or any other recognized Intellectual Property Rights without the express permission of the holder of such rights by any means in particular but without prejudice to the generality thereof by peer-to-peer file sharing.

We, as providers of the Service, do not hold any responsibility for illegal acts committed by you while connecting to the Service. Any infraction committed against the intellectual property rights mentioned above is solely claimable against the user, not us or the manager/owner of the premises. You agree to indemnify us absolutely with regard to any liability arising in this respect.

We reserve the right at our absolute discretion to limit access to Service that in our opinion exist primarily or entirely for the purpose of sharing material in breach of intellectual property rights.

We reserve the right to discontinue the Service if you are in breach of this provision.

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## LEGAL OBLIGATIONS

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By using the Service to reproduce, publish, display, transmit and distribute content, you are warranting that the content complies with this policy and authorising us and our employees, agents and suppliers to reproduce, publish, display, transmit and distribute such content as necessary for us to deliver the content in a timely manner when required through legal processes.

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