

# Terms and Conditions for access to wireless internet services using the Sky WiFi Roaming Service

## PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE

**Sky WiFi Roaming Service** These terms and conditions set out how Sky WiFi will provide the Sky WiFi Roaming Service to you. You should not create a Sky WiFi Roaming Account or continue to use the Sky WiFi Roaming Service if you do not agree to receive the Sky WiFi Roaming Service in accordance with these terms and conditions.

At certain Hotspots the Hotspot Owner will be the Service Provider of the wireless internet service but you will be able to access that service and roam across those Hotspots using your Sky WiFi Roaming Account provided that you agree to the Hotspot Owner's terms and conditions for use of that service.

If you do not have a Sky WiFi Roaming Account you will have the option to create an account by registering your details with Sky WiFi and accepting the Sky WiFi Roaming terms and conditions so that Sky WiFi can provide the Sky WiFi Roaming Service to you.

Other methods of accessing the wireless internet service at Hotspots which the Hotspot Owner is the Service Provider of may also be available, including methods similar to Social Log-In. For details of how the Hotspot Owner operates its wireless internet service you should refer to the Hotspot Owner's terms and conditions for use of that service.

We recommend that you print or save a copy of this Contract (and where applicable, any terms and conditions which you have accepted at a Hotspot where Sky WiFi is not the Service Provider of the wireless internet service) for your records. A copy of this Contract is available for you to download here.

### WiFi Services Preference Centre

Alternatively you can view this Contract, together with any terms and conditions that you accept at a Hotspot which Sky WiFi is not the Service Provider of, by visiting the WiFi Services Preference Centre. Links to the WiFi Services Preference Centre are displayed on the Landing Page but you can also access it by clicking [here](#) once you have created a Sky WiFi Roaming Account.

Where you have used your Sky WiFi Roaming Account to access the WiFi Service or a wireless internet service provided by a Hotspot Owner you can also view the Privacy Notices relating to those wireless internet services and review and update any preferences you have made to receive tailored advertising from Sky WiFi or marketing from Hotspot Owners via the WiFi Service Preference Centre.

If you have used Social Log-in to access the WiFi Service, or a Hotspot Owner of a Hotspot which Sky WiFi is not the Service Provider of has enabled users to access its wireless internet service via a method similar to Social Log-In and asked Sky WiFi to enable its users to have access to the WiFi Services Preference Centre, you will also be able to access the WiFi Services Preference Centre using your social media account details.

Sky WiFi takes its responsibilities as a controller of your personal data very seriously and so to make sure that you are the Account Holder, prior to receiving access to the WiFi Services Preference Centre, you will be required to verify your identity by entering a verification code which Sky WiFi will send to either the email address or mobile number (whichever you request) registered to your Sky WiFi Roaming Account.

1. For further detail regarding the Sky WiFi Roaming Service (including what Sky WiFi expects from Sky WiFi Roaming Account Holders and what constitutes acceptable use of the service) please read the terms and conditions (and Sky WiFi's usage policies) set out below. Definitions and Interpretation of this Contract

- 1.1 The following expressions shall have the meanings stated below in this Contract:

"Account Holder" (or "you") means the person who has accepted these Terms and Conditions and (where applicable) created a Sky WiFi Roaming Account to access either: (i) the WiFi Service; or (ii) a wireless internet service which the Hotspot Owner is the Service Provider of; in accordance with this Contract;

"Content" means any applications, data, information, video, graphics, sound, music, photographs, software or any other similar material accessed or received whilst using the WiFi Service;

"Contract" means these terms and conditions, together with any policies referred to herein (and any subsequent amendments to these terms and conditions which Sky WiFi may make in accordance with this Contract);

“Device” means a portable device (e.g. laptop, mobile phone, tablet etc. that supports the IEEE 802.11 suite of standards and meets any minimum hardware, systems and software requirements, as Sky WiFi may advise on its Website) which the Account Holder has registered to its account and turned on WiFi to access the Sky WiFi Roaming Service;

“Hotspot(s)” means a venue where the Sky WiFi Roaming Service is provided;

“Hotspot Owner” means the owner of the Hotspot (or such other entity (other than Sky WiFi) that the Hotspot Owner authorises to provide the wireless internet services on its behalf)) within the Sky WiFi Network;

“Landing Page” means the web page that loads once your Device has connected to the Hotspot and validated that you are authorised to use the WiFi Service. The webpage should load automatically at most Hotspots however in certain cases you may need to prompt it by accessing a web browser;

“Service Provider” means an entity that;

- (i) provides users with access to a wireless internet service at a Hotspot;
- (ii) requires users to sign up to terms and conditions for the provision of the wireless internet service at the relevant Hotspot; and
- (iii) is responsible for the provision of the wireless internet service and the collection of all personal data that users share in the course of using the wireless internet service;

“PAYGO” means pay-as-you-go;

“PAYGO WiFi Service” means the WiFi Service which operates on a PAYGO basis at certain Hotspots;

“Sky” means Sky UK Limited (registered in England and Wales under registered number 02906991) whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD, and any affiliated entities of Sky (“Affiliates”) who may act as agent for Sky WiFi to provide the WiFi Service in accordance with this Contract;

“Sky WiFi” (or “we” or “us”) means The Cloud Networks Limited (registered in England and Wales under registered number 05141256) whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD or such other entity that may succeed Sky WiFi or act as agent for Sky WiFi to provide the WiFi Service in accordance with this Contract;

“Sky WiFi Network” means collectively, all of the Hotspots;

“Sky WiFi Roaming Account” means the account that you create when you complete the Sky WiFi Roaming registration form and supply your information to Sky WiFi to enable you to access the WiFi Service or a wireless internet service which a Hotspot Owner is the Service Provider of;

“Sky WiFi Roaming Service” means either; (i) the WiFi Service; or (ii) the roaming service Sky WiFi provides to enable you to connect to and roam across Hotspots which Sky WiFi is not the Service Provider of; “Social Log-In” means the ability to access the WiFi Service by selecting one of the social log-in options available at the Hotspot and logging in to the WiFi Service using your log-in credentials for the third party social networking service whose log-in option you have selected;

“User” means the Account Holder or such other user which the Account Holder permits to use its Sky WiFi Roaming Account to access the WiFi Service in accordance with this Contract;

“WiFi Service” means the wireless internet service (including where applicable, the PAYGO WiFi Service) at the Hotspots which Sky WiFi is the Service Provider of; and

“Website” means <https://www.sky.com/wifi>.

## 2. Sky WiFi Roaming Account Registration

- 2.1 To register for a Sky WiFi Roaming Account and have access to the Sky WiFi Roaming Service you must either be: (i) at least thirteen (13) years of age; or (ii) if you are not yet thirteen (13), have the consent of a parent or guardian to do so. If your parent or guardian does not give you consent to use the Sky WiFi Roaming Service you must immediately notify Sky WiFi and stop using your Sky WiFi Roaming Account until you are permitted to use it again in accordance with this Contract.
- 2.2 To create a Sky WiFi Roaming Account you will need to complete the online registration form and verify that the email address you have provided is valid and relates to you. The personal data that you provide in the course of doing so will be collected by Sky WiFi and used to enable Sky WiFi to provide the Sky WiFi Roaming Service to you. For more information about the personal data which Sky WiFi collects and how Sky WiFi uses it to provide the Sky WiFi Roaming Service to you please click [here](#) to view Sky WiFi’s Privacy Notice.
- 2.3 Where you use your Sky WiFi Roaming Account to access a wireless internet service that a Hotspot Owner is the Service Provider of, Sky WiFi will share your personal data to enable the Hotspot Owner to provide its wireless internet service to you. Prior to accessing the Hotspot Owner’s wireless internet service you will be provided with a link to the Hotspot Owner’s Terms and Conditions for use of that service to you and a link to the Hotspot Owner’s Privacy Notice which set out how the Hotspot Owner may use your personal data.
- 2.4 When you accept the Sky WiFi Roaming Service Terms and Conditions and access the Sky WiFi Roaming Service (and each time thereafter when you log-in to your Sky WiFi Roaming Account or otherwise use the Sky WiFi Roaming Service) you are confirming that you are over

the age of thirteen (13) or have obtained the consent of a parent or guardian (if you are not yet thirteen (13)) to use the Sky WiFi Roaming Service and that you agree to use the Sky WiFi Roaming Service in accordance with this Contract.

### 3. Access to the WiFi Service

- 3.1 You can access the WiFi Service at most Hotspots using your Sky WiFi Roaming Account or Social Log-In. Other methods of accessing the WiFi Service may also be available from time to time. If you choose to access the WiFi Service using such alternative method you agree that your use of the WiFi Service will, in the absence of any terms to the contrary that are notified to you at that stage, be subject to these terms and conditions.
- 3.2 If you choose to access the WiFi Service using Social Log-In Sky WiFi will receive your personal data from the third party social networking service whose log-in option you have selected so that Sky WiFi can provide the WiFi Service to you and enable you to roam across Hotspots which Sky WiFi is the Service Provider of. For more information about the personal data which Sky WiFi collects and how Sky WiFi uses it please click [here](#) to view Sky WiFi's Privacy Notice. You will also be able to view Sky WiFi's Privacy Notice and review and update any preferences you have made to receive tailored advertising via the Preference Centre.
- 3.3 At certain Hotspots returning Users may automatically connect to the WiFi Service at a Hotspot and perform functions or use applications on the Device which require internet access (i.e. sending emails, making phone calls, etc.). However this will depend on the device type and generally to receive full access to the WiFi Service (and use services such as your web browser) you will need to click past the Landing Page. Should you have any technical issues or questions please refer to the help section of our Website by clicking [here](#) or otherwise contact [wifiuser@sky.uk](mailto:wifiuser@sky.uk) for further assistance.
- 3.4 Access to the WiFi Service at most Hotspots is free but restrictions (including but not limited to the length of connection time available to you) may apply at a limited number of Hotspots which operate on a PAYGO basis. Details of how the PAYGO WiFi Service operates are set out in clause 6 of this Contract. You can find the location of all of the Hotspots (including those where the Hotspot Owner is the Service Provider of the wireless internet service and which you can connect to and roam across using your Sky WiFi Roaming Account) on our Website by clicking [here](#).
- 3.5 You agree that we may modify, restrict, suspend or temporarily cease providing access to the WiFi Service at any time in order to test the operation of a Hotspot or the Sky WiFi Network or to carry out maintenance, technical repair, enhancement or emergency work in relation to the same. Accordingly part (or all) of the Sky WiFi Network may not be available or fully operational at all times, and the speed, quality and availability of the WiFi Service may vary between Hotspots as a result.

### 4. Use of the WiFi Service

- 4.1 You agree to use the WiFi Service to access e-mails and instant messaging, browse the internet, use apps on the go and comply at all times with our Acceptable Use Policy which is set out below and forms part of this Contract. The WiFi Service will not support the download or transfer of excessive data via bit torrent clients and should not be used for this purpose, or any commercial or business purpose, nor should you offer for sale or provide access to the WiFi Service to any third party.
- 4.2 The Account Holder is the person responsible for the security and proper use of the Sky WiFi Roaming Account (and the Devices(s)) deemed to be using the WiFi Service and the person to which notices about changes to the WiFi Service or this Contract will be sent so you must ensure that: (i) the personal information relating to the Account Holder is accurate at all times; and (ii) that you remove Devices that are linked to your account which you no longer own. If you know or suspect that your account has been compromised, or a breach of security in relation to the WiFi Service or the Sky WiFi Network has occurred, you must notify us immediately by contacting [wifiuser@sky.uk](mailto:wifiuser@sky.uk).
- 4.3 We operate a Network Management Policy (details of this are provided below) that may impact your use of the WiFi Service from time to time, including limiting the type of website that you can access. To protect the Sky WiFi Network and maintain quality of service we may temporarily or permanently control or restrict your online activities if such activities may have a detrimental effect on other Users' quality of service (e.g. sending "spam" messages, hosting a website, using bit torrent clients, etc.). If we consider it necessary to take this action we will notify you before taking the action, if it is practicable to, or otherwise as soon as possible thereafter.
- 4.4 You agree to reimburse us for all reasonable losses, liabilities, costs (including legal costs) and expenses which we may incur either directly, or if a third party makes a claim against us, which arises from, or in connection with, your misuse of the WiFi Service (or any actions or omissions of any person you have authorised to access (or not taken reasonable steps to prevent that person from accessing) the WiFi Service via your Sky WiFi Roaming Account) or breach of this Contract.
- 4.5 If, we do not, for whatever reason, exercise our rights or remedies under this Contract following a breach by you this shall not constitute a waiver by us of those rights or remedies nor shall it relieve you from complying with your obligations (including remedying the same, where possible, in accordance with this Contract).
- 4.6 You acknowledge that if you use your Sky WiFi Roaming Account at a Hotspot which Sky WiFi is not the Service Provider of and the Hotspot Owner notifies Sky WiFi that you may have breached the Hotspot Owner's terms and conditions Sky WiFi may suspend your Sky WiFi Roaming Account (or terminate your Sky WiFi Roaming Account if the Hotspot Owner provides proof of such breach) until an investigation has been carried out and it is proven that such breach is not attributable to use of your Sky WiFi Roaming Account.
- 4.7 You acknowledge that your use of the WiFi Service is entirely at your own risk and that we cannot guarantee the secure transmission of your data. Accordingly we recommend that whilst using the WiFi Service, particularly if you transmit sensitive personal information (such as bank details, etc), you take steps to secure your data, for example using secure technology such as a virtual private network or a personal firewall.

### 5. Content

- 5.1 On the Landing Page, we may provide you with access to Sky owned content (such as Sky News, the Sky Sports Football Score Centre, etc.) and present marketing messages or offers in respect of certain products, services or features provided by Sky WiFi or other entities within the wider Sky group. You agree that neither Sky WiFi nor Sky (where applicable), shall have any liability to you for the accuracy of such Content and that your use of the same is entirely at your own risk.
- 5.2 From time to time we may display on the Landing Page, marketing messages or offers in respect of some of our business partners, however neither Sky WiFi nor Sky (where Sky owned content is displayed), shall be responsible for the accuracy of any information

displayed in respect of its business partners, nor shall Sky WiFi or Sky (if applicable) be considered to be endorsing any products, services or features relating to its business partners.

- 5.3 The Content displayed on the Landing Page is protected by copyright, trademark and other intellectual property rights. You agree not to copy, store, adapt, modify, distribute, publish, or otherwise make available such Content to any third party and acknowledge that any unauthorised use of the same may give rise to a claim against you for damages and/or be a criminal offence. Where additional terms and conditions apply in relation to any Content you should read these carefully before using or accessing it.

## 6. The PAYGO WiFi Service

- 6.1 The purchase price (and any tax, including VAT which may be payable in respect of the PAYGO Service) together with the relevant access period will be set out on the payment pages via the Landing Page. To access the PAYGO WiFi Service you will need to enter the required details into the order form displayed on the payment pages and then click "Purchase". Once you have clicked "Purchase", we will confirm that the order has been accepted and provide a receipt of payment by email to the Account Holder.
- 6.2 The access period will commence from the time that you click "Purchase" and so you acknowledge that by doing so you will waive your statutory right (under the Consumer Contract Regulations 2013) to cancel the order prior to the supply of the PAYGO WiFi Service to you by us. Your access to the PAYGO WiFi Service will terminate automatically upon the expiry of the access period you purchased in your Order. If you have any problems with the PAYGO WiFi Service you should contact [wifuser@sky.uk](mailto:wifuser@sky.uk).
- 6.3 If you wish to cancel your order after we have begun supplying the PAYGO WiFi Service you may within 14 days of the date of purchase, by serving a cancellation notice either by email (to [wifuser@sky.uk](mailto:wifuser@sky.uk)) or, by post (to Sky WiFi User Support Team, The Cloud Networks Limited, 1st Floor, 4 Victoria Square, Victoria Street, St Albans, Hertfordshire AL1 3TF) and we will refund (using the same means of payment you used when you placed your order) the payment we received from you less an amount which is proportionate to the supply of the PAYGO WiFi Service made prior to the cancellation of your order.
- 6.4 If you access the wireless internet service at a Hotspot which a Hotspot Owner is the Service Provider of and that service operates on a PAYGO basis, please check the Hotspot Owner's Terms and Conditions for details of how that service operates as Sky WiFi is not responsible for that service.

## 7. Changes to the Sky WiFi Roaming Service or this Contract

- 7.1 You acknowledge that Sky WiFi provides the Sky WiFi Roaming Service to you on an ongoing basis but that Sky WiFi cannot foresee what changes may arise or be required in the future and so we may need to vary either the Sky WiFi Roaming Service or this Contract accordingly. Unless the change is to your material disadvantage (in which case we will notify you in accordance with clause 7.3 below), or Sky WiFi otherwise decides that a user should be notified of a change by post or email, notice of all other changes will be provided to you by placing a notice on the Website so you should check the Website regularly for updates
- 7.2 We expect that the most likely reasons for needing to vary the Sky WiFi Roaming Service or change or add to this Contract are as follows:
- 7.2.1 If we change, alter, improve or add to the Sky WiFi Roaming Service or the Sky WiFi Network;
  - 7.2.2 If we change the way we provide our products and services (either for technical, operational or business reasons);
  - 7.2.3 To improve the security and operation of our technical infrastructure and to prevent misuse of the Sky WiFi Roaming Service;
  - 7.2.4 If we are required to in order to satisfy any legal or regulatory obligations placed on Sky WiFi or its partners (including the Hotspot Owners that provide the wireless internet service at Hotspots which Sky WiFi is not the Service Provider of); or
  - 7.2.5 To make this Contract clearer and easier to understand or to reflect changes in consumer law (or other applicable laws).
- 7.3 If we make a change to the Sky WiFi Roaming Service or this Contract which is to your material disadvantage we will send you notification (either by post or email, which Sky shall decide at the relevant time) of the change at least 31 days before the change takes effect, except where the change is required to be made immediately for valid security, legal or regulatory reasons in which case we will notify you as soon as possible after having made the change. Accordingly the Account Holder must ensure that all account information (including its email address) is accurate and up-to-date. You agree that Sky shall not be obliged to notify you of changes by post or email if you have chosen to access the WiFi Service at Hotspots via any method which does not require the creation of a Sky WiFi Roaming Account or capture this information (or where it does, you have provided incorrect information or not updated the same).
- 7.4 Sky WiFi may increase the number of Hotspots within the Sky WiFi Network however you acknowledge that the location of the Hotspots may change from time to time and that we make no guarantee to you under this Contract that the Hotspots will be available or maintained for any particular length of time. If the location of Hotspots changes we will update the Website as soon as we are reasonably able to. You can find Hotspots (including those Hotspots where the Hotspot Owner is the Service Provider of the wireless internet service at the Hotspot) near you by entering a city, street or postcode in the search function locate [here](#).
- 7.5 Where we make a change to this Contract, and you continue to use your Sky WiFi Roaming Account (and any WiFi Service which Sky WiFi provides to you) after the change takes effect, you will be deemed to have understood and accepted the change, and the Contract (as amended) will govern your use of your Sky WiFi Roaming Account and the Sky WiFi Roaming Service until we or you terminate this Contract. If you do not accept any change which we have made then you should stop using your Sky WiFi Roaming Account and the Sky WiFi Roaming Service and terminate this Contract by sending us notice in accordance with clause 8.2 of this Contract.
- 7.6 Sky WiFi may transfer its right and obligations under this Contract to any Affiliate, or company, firm or person provided that doing so will not adversely affect your rights under this Contract. This Contract is personal to you and so any transfer by you of your rights and obligations under this Contract will not be valid or recognised by us. Except as stated above no third party shall benefit from this Contract.

## 8. Duration of this Contract and Termination

- 8.1 This Contract shall commence from the moment that you click the relevant button on the registration page and confirm your intention to use your Sky WiFi Roaming Account and the Sky WiFi Roaming Service which Sky WiFi provides to you in accordance with this Contract and shall continue until either we or you terminate this Contract as set out below.

8.2 You may terminate this Contract at any time by sending us a notice either by email (to [wifuser@sky.uk](mailto:wifuser@sky.uk) ) or, by post (to Sky WiFi User Support Team, The Cloud Networks Limited, 1st Floor, 4 Victoria Square, Victoria Street, St Albans, Hertfordshire AL1 3TF). Upon receipt of your notice we will terminate your account (and if applicable, refund any payments which you may be due).

8.3 We may terminate this Contract (and access to your Sky WiFi Roaming Account) as follows:

8.3.1 at any time, by giving you 31 days' notice in writing (either by post or email, which Sky shall decide at the relevant time);

8.3.2 immediately by giving you notice in writing (either by post or email, which Sky may decide at the relevant time) if;

8.3.2.1 we consider, or have been notified, that you have committed or may be committing any fraudulent or criminal activity against another person by using the Sky WiFi Roaming Service;

8.3.2.2 you breach any term of this Contract (though for non-serious breaches we will suspend your access to the WiFi Service and give you seven (7) days to remedy the breach before we exercise such right);

8.3.2.3 where a Hotspot Owner is a Service Provider, you breach any term of a Hotspot Owner's terms and conditions for use of its wireless internet service pursuant to clause 4.6 of this Contract;

8.3.2.4 you or anyone you may authorise us to deal with on your behalf acts in a way which we reasonably consider to be inappropriate and sufficiently serious to justify ending this Contract; or

8.3.2.5 our authority to operate as a public communications provider is suspended for any reason.

9. Liability of Sky WiFi under this Contract

9.1 Sky WiFi (or any Affiliate that provides the Sky WiFi Roaming Service on Sky WiFi's behalf in accordance with this Contract) will not be liable to you for:

9.1.1 your use of the Sky WiFi Roaming Service, or any Content (whether supplied by us, Sky, our business partners or Hotspot owners);

9.1.2 your use of any other wireless internet service which Sky WiFi is not the Service Provider of;

9.1.3 any defect caused to a Device used to access the Sky WiFi Roaming Service;

9.1.4 any charges incurred, or transactions entered into, with any third party (including Hotspot owners) unless caused by us;

9.1.5 the suspension or termination by us of access to the Sky WiFi Roaming Service in accordance with this Contract;

9.1.6 delay or failure to provide the Sky WiFi Roaming Service (or part of it) caused by an event outside our reasonable control;

9.1.7 any loss or damage caused by your use of the Sky WiFi Roaming Service that was not contemplated by us when you entered this Contract;

9.1.8 any indirect, special or consequential loss or damage, howsoever it arises, whether or not it could have been anticipated;

9.1.9 any loss or damage caused by viruses or unauthorised use of your account;

9.1.10 any loss or corruption of data, or loss of business, contracts, profits, savings, reputation, or revenue unless caused by us;

9.1.11 any loss or damage which could have been prevented if you followed our reasonable instructions for use of the Sky WiFi Roaming Service;

9.1.12 any loss or damage caused by us which results from any breach by you of these terms and conditions;

9.1.13 the security of any data you transmit using the Sky WiFi Roaming Service; or

9.1.14 the accuracy, completeness, timeliness or appropriateness of information accessed or received whilst using the Sky WiFi Roaming Service;

9.2 Nothing in this Contract shall limit or exclude in any way any liability which Sky WiFi (or any of its Affiliates) may have to you for:

9.2.1 death or personal injury caused by our negligence;

9.2.2 fraudulent misrepresentation to you by us;

9.2.3 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10. Governing Law, Disputes and Complaints

10.1 This Contract and any disputes or claims arising out of it shall be governed by English law and the English courts shall have exclusive jurisdiction to settle the same (unless you live in Scotland or Northern Ireland in which case the governing law will be Scottish law or Northern Ireland law (as applicable) and those courts shall have the appropriate jurisdiction).

10.2 We make every effort to ensure that Users are happy with the level of service they receive from us. However if you do have a complaint about any part of the service we provide to you, then you should notify us of your complaint via one of the routes set out on our Website (at <https://www.sky.com/help/articles/sky-wifi-complaints>).

- 10.3 We will try to resolve your complaint within 10 days of receiving it in accordance with the steps outlined in Sky's Customer Complaints Code of Practice. If we cannot resolve your complaint during this time (e.g. because the complaint is technically complex and requires further investigation) we will let you know and keep you informed as to when we expect to be able to provide you with a response.
- 10.4 If you are unhappy with a response we have provided, or you would like to find out more about how we deal with complaints, please refer to our Website or Sky's Customer Complaints Code of Practice which can be found on Sky's website at <https://www.sky.com/help/articles/sky-customer-complaints-code-of-practice> for more information. If you require a printed version of the Code (e.g. a version in large print, audio, or braille) please contact [accessiblecustomerservice@sky.uk](mailto:accessiblecustomerservice@sky.uk) and we will provide this to you.
- 10.5 Alternative dispute resolution services to those set out on our Website are available and further details of these are provided in the Sky's Customer Complaints Code of Practice. You may find it helpful to seek advice from the Ombudsman Services whose website address is [ombudsman-services.org/sectors/communications](https://ombudsman-services.org/sectors/communications). Alternatively you can refer any dispute you have to the European Commission online dispute resolution platform.

# Usage Policies

These Usage Policies apply to all users of the WiFi Service.

## How we update our Usage Policies

The way our Hotspot Owners require the WiFi Service to be provided is changing all the time so we may need to change our Usage Policies to adapt to our Hotspot Owners' needs. Please check the website regularly for updates.

# Network Management Policy

## URL blocking - Internet Watch Foundation

The Internet Watch Foundation provides a dynamic list of individual web pages with child sexual abuse content to its members, companies within their group and licensees that have the ability to filter and block access to such content. We are committed to blocking access to child sexual abuse web pages thereby protecting you from being inadvertently exposed to such content.

For more information please refer to <http://www.iwf.org.uk>

## Additional URL Blocking

We may implement extended URL blocking to general categories of sites that may be deemed inappropriate for public environments or specific URLs for legal or contractual reasons. The types of site categories that may be blocked include those relating to:

- Drug use
- Pornography
- Offensive or illegal speech
- Network malfeasance

The list of categories may be amended or supplemented from time to time.

The status of individual sites can be checked at: <http://cfssupport.sonicwall.com/Support/web/eng/newui/viewRating.jsp>

## Traffic management

Details of any network management policies implemented from time to time that may affect your use of the WiFi Service can be found on [Sky WiFi Network Management Policy page](#).

# Acceptable Use Policy

Our Acceptable Use Policy ("AUP") will apply to all users of the WiFi Service.

If you have any queries about our AUP please contact us by emailing [wifiuser@sky.uk](mailto:wifiuser@sky.uk).

Don't use the WiFi Service illegally!

The WiFi Service and the Sky WiFi Network may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom ("Laws").

You may not use the WiFi Service and/or the Sky WiFi Network to send, receive, store, distribute, transmit, post, upload or download any materials or data that:

- a) violate any Law;
- b) are defamatory, offensive, abusive, indecent, obscene, or constitute harassment;
- c) may be harmful to minors;
- d) promote or encourage illegal or socially unacceptable or irresponsible behaviour;
- e) breach any third party rights (including any third party intellectual property rights);

- f) have any fraudulent purpose or effect or involve a user impersonating another person or otherwise misrepresenting himself or herself as the source of any communication; or
- g) may have a detrimental effect on the quality of service enjoyed by other users of the WiFi Service or cause damage to our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

Do not violate anyone's systems or network security

You must not use the WiFi Service to violate the Sky WiFi Network's security or any third party's system or network security by any method including:

- a) unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- b) unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- c) unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate the Sky WiFi Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- a) programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- b) tools designed to compromise the security of other sites;
- c) programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- d) programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect the Sky WiFi Network to unsecure machines or services able to be exploited by others to carry out actions which constitute a breach of this AUP.

You must not adapt, modify, decompile or reverse engineer any part of the WiFi Service.

You must not reveal your username or password to any third party.

You are responsible for all materials and/or data originating from the machines and/or networks that they have connected to the Sky WiFi Network. A user must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Sky WiFi.

## Messages

You must not send emails or instant messages ("Messages") to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to lots of users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal your email address or to prevent you from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by Sky WiFi, Sky or any of its Affiliates.

## World Wide Web and surfing the net

You will be solely responsible for your use of the internet and any web pages you own and/or operate that connect to the Sky WiFi Network using the WiFi Service. You must not use world wide web pages within or outside the Sky WiFi Network to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

## How do you make a complaint?



If you wish to notify us of a breach of this AUP, or wish to make a complaint regarding content, data or material that has been stored and/or accessed via the Sky WiFi Network or the WiFi service, please email us at [wifuser@sky.uk](mailto:wifuser@sky.uk).

## The actions we can take

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if a user has breached this AUP, or we or a third party, reasonably suspect that a user may have breached this AUP we will, where possible, notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- a) immediately suspend access to the WiFi Service until such time as we are satisfied the breach has stopped;
- b) immediately end this Contract;
- c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on the Sky WiFi Network or our servers; or
- e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on the Sky WiFi Network and/or our servers.

Sky WiFi will use your personal data and other account information in connection with any investigation carried out by Sky WiFi in accordance with this AUP, including by disclosing it to any third party authority that Sky WiFi considers has a legitimate interest in any such investigation or its outcome.