

**Whitehaven Marina
WIRELESS LAN SERVICES
TERMS AND CONDITIONS OF USE**

Please read these terms and conditions carefully. They affect your rights and liabilities under the law and govern our relationship with you in relation to this wireless local access network service.

These terms and conditions do not affect your statutory rights.

Terms governing your use of the Service

The following terms and conditions together with the Acceptable Use Policy (see clause 9 below), and Your use of the Service, indicates your acceptance of these Terms. If you do not agree to our Terms, you must not use the Service.

1. The Service

1.1 The Service is a wireless data service using radio frequency to access a site location. Fixed line connections connect you to Whitehaven Marina network and subsequently to the Internet, or if applicable to your service provider.

1.2 When you are located within the radio frequency coverage area of a location, you may connect to the Service using your computer equipment (see clause 2.1 below). The Service is dependent on the suitability of your computer equipment.

1.3 We offer the Service for activities such as the active use of e-mail, instant messaging, browsing the World Wide Web and accessing corporate intranets.

1.4 We shall use reasonable endeavours to provide uninterrupted access to the Service and will, whenever possible, provide advance notice of maintenance or other suspension of the Service. However, we reserve the right to modify or temporarily suspend the Service or any part of it without notice to you.

1.5 Any security that you have in your dealings on the Internet or your corporate intranet is maintained by you when you use the Service. We provide no more security than you already have, because we provide access and do not interfere with content. For that reason, we cannot be, and are not, responsible for the security of your information which includes without limitation data you transmit on the Service, nor are we responsible for the accuracy, completeness or timeliness of any information obtained through the Service from the Internet.

2.0 User's Obligations and Rights

2.1 You are responsible at your own expense for having suitable computing equipment with wireless LAN (IEEE 802.11b) and associated software and configurations for use with the Service.

2.2 The passwords are issued to you personally and you are responsible at all times for: (a) maintaining the confidentiality of the password; and (b) all activities that occur under the password.

2.3 You will be liable for our losses and costs resulting from your breach of these Terms, including your breach of the Acceptable Use Policy (see clause 7.0 below) or misuse and/or disclosure of the password.

2.4 If it comes to our attention that you have given others access to the password, we reserve the right to terminate your right to use the Service immediately.

2.5 You must not use the Service:

- **to make high volume data transfers, especially sustained high volume data transfers;**
- to host a web server or any other server;
- to access someone else's account;
- to send unsolicited bulk e-mail;
- to collect other people's personal data without their permission;
- to interfere with other network users;
- for any defamatory or illegal purpose.

2.6 We reserve the right to suspend your access to the Service if we:

- (a) reasonably believe that your use of the Service is unreasonably excessive (i.e., in excess of one gigabyte per month or average network throughput in excess of 40 megabytes per hour); or
- (b) reasonably believe that you are using the Service for criminal or illegal activities; or
- (c) you are otherwise in breach of these Terms.

2.7 You do not have the right to resell this Service to any third party.

3.0 Whitehaven Marina's liability

3.1 The Terms do not exclude or limit our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter in respect of which it would be illegal for us to exclude or to attempt to exclude our liability.

3.2 You understand and agree that prior to your use of the Services, it is your responsibility to make sure that your computer system has been completely backed up. We are not responsible to you for loss of computer programme data or information.

3.3 WE ARE ONLY LIABLE TO YOU FOR LOSSES WHICH YOU SUFFER AS A RESULT OF A BREACH OF THESE TERMS AND CONDITIONS BY US. WE ARE NOT RESPONSIBLE TO YOU FOR ANY LOSSES WHICH YOU MAY INCUR WHICH WERE NOT A FORESEEABLE CONSEQUENCE OF OUR BREACHING THESE TERMS AND CONDITIONS, FOR EXAMPLE IF YOU AND WE COULD NOT HAVE CONTEMPLATED THOSE LOSSES

BEFORE OR WHEN YOU USED OUR SERVICES. OUR LIABILITY TO YOU SHALL NOT IN ANY CIRCUMSTANCES INCLUDE LOSSES RELATING TO ANY BUSINESS, INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS OR BUSINESS INTERRUPTION.

3.4 We are not liable to you if you cannot use the Service because:

- of any power outage;
- a location or our network is undergoing maintenance as previously scheduled
- the Service has been suspended or interrupted because of a reason outside of our reasonable control.

3.5 If, however, the Service is not available for reasons other than those listed in 3.4 above at any time or for any period of time due to any failure of ours, please contact our Customer Service

4.0 Privacy

4.1 When you access the Service you enter a password which does not enable us to identify you. However, if you use a third party service provider to gain access to the Internet via our service, that service provider may be able to identify you from your user name and password, and you should consult that third party's privacy policy.

4.2 When you use the Internet via the Service, all your Internet traffic and email passes through our routers. However, we do not and will not monitor, read or examine that traffic at any time in such a way as to see any personal data unless at any time we are required to do so by law.

5.0 Complete Agreement

These Terms contain all the terms which you and we have relied on and agreed to in relation to the use of the Service.

6.0 Jurisdiction and acceptance of these terms and conditions

The Service is controlled and operated by us from our offices in England. These Terms are subject to English law. We will try to solve any disagreements quickly and effectively. If you are not happy with the way we deal with your disagreement and you want to take court proceedings, you must do so within the United Kingdom.

7.0 Whitehaven Marina's Acceptable Use Policy

7.1 When using the Service you agree to the following policy, which is intended to improve the use of the Service by preventing unacceptable uses. We do not actively monitor your use of the Service. Similarly we do not exercise editorial control or review over the content of any web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Service provided. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal or may subject Whitehaven Marina to liability or may breach this policy.

7.2 Whitehaven Marina may co-operate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Breach of this policy may result in the suspension or termination of either access to the Service or other actions as detailed below.

7.3 The following, without limitation, are examples of breaches of this policy:

Your use of the Service to:

- transmit any material (by uploading, posting, e-mail or otherwise) that is unlawful, threatening, abusive, harassing, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- harm, or attempt to harm, minors in any way;
- transmit any material (by uploading, posting, e-mail 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);
- transmit any material (by uploading, posting, e-mail or otherwise) that infringes any intellectual property right or other proprietary rights of any party;
- transmit any material (by uploading, posting, e-mail 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.

7.4 If you are aware that a person is in breach of this policy, we should be grateful if you would inform Whitehaven Marina with the date, time and place of such breach (and any other information that you think would be useful)

7.5 Whitehaven Marina may take any one or more of the following actions, or other actions not listed, at Whitehaven Marina's sole discretion in response to complaints:

- issue warnings: written or verbal;
 - suspend your account;
 - terminate your account;
 - bill you for administrative costs and/or reactivation charges, with a minimum administrative cost;
- or
- commence legal proceedings against you.