

C&W WiFi Service Specific Terms and Conditions

C&W WiFi SERVICE PRODUCT DESCRIPTION

The Cable and Wireless Guernsey Limited (C&W)WiFi service is an unencrypted, public service allowing users with wireless compatible devices such as laptop computers and Personal Digital Assistants (PDAs) to access the Internet. Once connected, comprehensive use of all Internet services is provided without charge. No C&W customer support is available for this service.

Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions.

THESE TERMS AND CONDITIONS ARE IMPORTANT AND SHOULD BE READ CAREFULLY. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT ACCEPT IN THE TERMS OR CONDITIONS PLEASE DO NOT USE THE SERVICE

1. DEFINITIONS AND INTERPRETATION

The C&W General Terms and Conditions include definitions. These definitions are in addition:

"Content" means any information, graphics, audio, video, text or other computer files included in a website or email stored on or passing through Our Telecommunications Network.

"C&W" means Cable and Wireless Guernsey Limited

"C&W Website" means Cable and Wireless Guernsey Limited's Website at <http://www.surecw.com>;

"C&W WiFi Service" means the provision of access to the Internet via means of a wireless radio connection and an Internet connection in the designated Sites (the **"Service"**).

"Domain Name" means the address or part of the URL of a particular Website. It is the text name corresponding to the numeric address of a computer on the Internet. E.g. www.cwgsy.net.

"Internet" means the global information system consisting of a large number of interconnected computer networks that communicate through the use of TCP/IP network protocols; commonly referred to as the World Wide Web.

"Sites" means the locations within the physical premises of the building at which Service is provided by Us;

"Software Materials" means any software, documentation or other goods, including media, made available by Us to enable You to use the Service.

"URL" means the full text entry needed to access a particular Website on the Internet.

"Website" means a place on the World Wide Web comprised of graphics, text, audio, video and other computer files providing dynamic or static materials that appear as digital information on any form of computer screen.

2. PROVISION OF SERVICE

2.1 We undertake to supply to You the Service as defined above.

2.2 We do not undertake to provide any other services to You and do not accept any responsibility for any computer, laptop, software, or PDA device, or any other equipment or service used by You to access the Service.

2.3 We are not responsible for any Content made available and/or accessible by Your use of the Service except that Content published on the C&W Website, and then Our responsibility is limited to that Content over which We have direct control.

2.4 The Service is provided on a trial basis and is therefore available free of charge. We cannot offer any support for the Service or assist with any issues related to the usage of this Service, including but not limited to the operation of computer software, network cards and PDA devices.

C&W WiFi Service Specific Terms and Conditions

3. USE OF THE SERVICE

3.1 By clicking on "Connect", You agree to be legally bound by these Service Specific Terms and Conditions and the C&W General Terms and Conditions.

3.2 You undertake to use the Service only for lawful purposes and not to access, transmit, publish, display, advertise or make available material which:

3.2.1 Infringes copyright or any other intellectual property right held in any country;

3.2.2 Is obscene or pornographic;

3.2.3 Contains threats of any kind;

3.2.4 Is defamatory in any way;

3.2.5 Breaches confidence; or

3.2.6 The access to or transmission or publication of which is illegal or infringes any third party's rights of whatever nature under the laws of any jurisdiction for any reason.

3.3 You undertake not to use communications capacity or bandwidth for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to other computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect other users on the Internet.

4. CHARGES

4.1 There is no fee for using the Service to obtain Internet access. However, there are chargeable services and shopping services available throughout the Internet, which You may wish to utilise or subscribe to.

4.2 Any fees or charges incurred by You through transactions with a third party are Your sole responsibility.

5. SECURITY

We will make every effort to ensure the security of Your communications. You are however advised that for reasons beyond Our control, there is a risk that Your communications may be unlawfully intercepted or accessed by someone other than the intended recipient. We recommend that You always use a personal firewall and anti-virus software when connecting to the Internet. As You will be using a public wireless network You must also ensure that Your shared folders are protected from unauthorised access. We have no control over the security of third party networks. The Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programs may perform actions that You have not authorized and possibly without Your knowledge. You are responsible for protecting Your equipment and data against these types of programs.

6. SUSPENSION

We reserve the right to suspend the Service for the purposes of maintenance, repair, upgrading or security, at any time without notice.

7. TERMINATION

We reserve the right to terminate the Service to any individual user in the event that We consider, acting reasonably, that the individual is abusing the nature of the Service or is abusing the fact that the Service is provided free of charge.

8. LIABILITY

8.1 We are not liable in any way for any of Your activities or acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any Domain Name), infringe obscenity laws, constitute threats, are in any way defamatory or are illegal in any other way.

C&W WiFi Service Specific Terms and Conditions

8.2 You agree to indemnify Us and hold Us blameless in relation to any claim brought by third parties located in any jurisdictions (whether governments, corporate bodies or private individuals) alleging any use of the Service by You constituting any unlawful act. You shall immediately notify Us in writing of any such claims of which You become aware and We may elect to defend such claims. You agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.

8.3 You agree to pay all costs, damages awards and professional fees of any kind incurred in relation to any claims made against You or against Us relating to Your use of the Service.

8.4 We will use reasonable endeavours to maintain the quality of the Service and to ensure the Service is available at all times but make no warranties regarding availability or quality of the same and are not liable for any loss of any nature suffered by You or any third party as a result of any event outside of Our control and in any event We are not liable for any loss suffered by You or any third party as a result of any interruption to the Service. You acknowledge that We are not responsible for maintaining any insurance cover of any nature to cover loss by anyone other than Us.

8.5 You acknowledge that the Service is provided on a trial basis only and hence no guarantee of service availability or quality of Service can be offered.

8.6 You acknowledge that We are not able to evaluate any potential loss to You and that We have no liability to You, whether for breach of contract, negligence or otherwise, in respect of any defect in or discontinuance of the Service. To clarify, the Service is provided on a trial basis only and is therefore free of charge. We cannot accept any responsibility for any defect or discontinuance of the Service. Further, We are not liable to You for any special or consequential damage which You may suffer as a result of any loss of business, contracts, profits, savings or otherwise.

8.7 We are not responsible for maintaining any Website or address on the Internet other than Our own Website and address and We do not warrant or represent the continued availability of any other Website or address.

8.8 You acknowledge that by entering into any contract or other obligation with any third party through the C&W Website, We will neither become a party to such arrangements nor assume any liability thereunder.

9. GENERAL TERMS AND CONDITIONS

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Fault Repair	Interconnection
Default	Call Monitoring and Recording	Information and Permissions
Confidentiality	Complaints and Arbitration	Assignment
Copyright	Duration and Entire Agreement	Indemnity
Law	Matters Beyond Reasonable Control	Notice
Use of Information	Severability	Variation
Waiver		

Cable and Wireless Guernsey Limited, Telecoms House, Upland Road, St Peter Port, Guernsey GY1 3AB