

Wireless Internet services

Terms of Use



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Welcome to our wireless Internet services

Thanks for using this wireless internet Service ("Northern Wi-Fi"). The Service is provided by Arriva Rail North Ltd. ("Northern"), whose registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP.

By using the Service, you are agreeing to these Terms & Conditions of Use ("Terms"). Please read them carefully.

Acceptance of the Terms

By clicking on "I AGREE" on the service sign-up page, you represent that:

1. You have read, understand and agree to the Terms
2. You are at least 18 years of age

If you do not agree to the Terms, you may not use the Service. Your electronic acceptance of the Terms by clicking on the "I AGREE" on the sign-up page has the same effect as if you had actually signed the Terms. The effective date of these Terms is the date that you click on "I AGREE".

Description of the Service

Northern's Wi-Fi Service provides you with access to the Internet via Wi-Fi access points using an 802.11 standard ("Wi-Fi hotspots").

To access the Service, you must have a device that is compatible with the specific Wi-Fi equipment deployed at the Wi-Fi hotspot.

The Service is intended for the limited purposes of allowing access to the public Internet for e-mail, web browsing, download files via the 'ftp' protocol typically implemented in such web browser programs and for purposes otherwise consistent with the Terms. The Service is not intended for high-bandwidth applications such as streaming of video.

Security

The unsecured nature and ease of connection to public Wi-Fi hotspots increases the risk that unauthorized persons can access your phone, laptop or other device or your communications over the Wi-Fi network.

Wi-Fi customers should take precautions to lower the security risks. Northern encourages you to observe standard security practices. You should ensure that computer hard drives are not shared; that laptops have firewall protection; and that security software is installed, functional and updated on your device.

Northern recommends that you avoid transmitting or accessing sensitive personal information over the Wi-Fi network, and that you only connect to known Wi-Fi hotspots.

Use of the Service

Northern is not responsible for any impact to or interruption of business resulting from the use of the Service.

You agree not to use or attempt to use the Service for any fraudulent, unlawful, harassing, or abusive purpose or so as to damage or cause risk to Northern, its business, reputation, employees, other users, equipment or any third person.

In case of improper uses, Northern may suspend or stop providing the Services to you if you do not comply with our Terms.

Fee for the Service

Where applicable, you agree to pay all charges and fees related to your use of the Service, including taxes, fees, surcharges or other assessments applicable to the Service.

Monitoring of the Service

Northern has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if Northern, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or governmental or legal requests; operate the Service properly; or protect itself and its customers.

Likewise, Northern may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Modifications to the Service

Northern reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that Northern will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

Termination of the Service

Without prior notice, Northern may terminate these Terms or your access to the Service for any reason, including, without limitation, if Northern, in its sole discretion, believes you have violated these Terms.

Privacy protection

The Privacy Policy explains how Northern treats your personal data and protect your privacy when you use the Service. By using the Service, you agree that Northern can use such data in accordance with its Privacy Policy.

Disclaimer of warranties and limitation of liability

Northern does not control any materials, information, products, or services on the internet. The internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Northern has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the service and the internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability of all merchandise provided through the service or the internet.

This Service is provided on an “as is” and “as available” basis. Northern does not warrant that the Service will be error-free, or free of viruses or other harmful components. Northern makes no express warranties. You waive all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through Northern or the internet. You expressly acknowledge that there are risks, and assume all responsibility related to, the security, privacy and confidentiality risks inherent in wireless communications and technology. Northern does not make any assurances or warranties relating to such risks.

No advice or information given by Northern or its representatives shall create a warranty. Northern and its employees are not liable for any costs or damages arising, either directly or indirectly, from your use of the service or the internet, specifically including any indirect, incidental, exemplary, multiple, special, punitive or consequential damages.

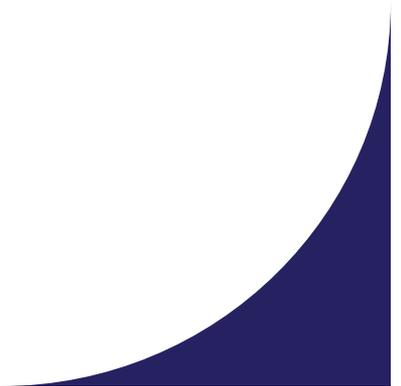
Indemnity

You agree to defend, indemnify, and hold Northern harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Service or of any your violation of these Terms. You further agree to pay Northern reasonable attorney’s fees, expert’s fees and other costs in any action or claim under these Terms.

About these Terms

Northern may, at its sole discretion, modify the Terms. Such modifications shall be binding and effective upon the date of posting. You agree to review the Terms prior to each use of the Service to maintain awareness of any modifications. By continuing to use the Service after such postings, you agree to accept and agree to any and all such modifications.

These Terms are governed by United Kingdom law without regard to conflict of law provisions. The courts located in United Kingdom alone have jurisdiction over all disputes arising out of or related to these Terms and the Service.





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