IET GUEST WI-FI

TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WI-FI SERVICE

For the purposes of these terms, the "**IET**" means The Institution of Engineering and Technology (a registered charity in England and Wales (211014) and Scotland (SC038698)) and IET Services Limited (a company registered in England and Wales with company registration number 00909719) (as applicable).

1. IET Guest Wi-Fi Service Terms

1.1. The IET is the service provider of a wireless internet service at the IET Venues (the "**IET Guest Wi-Fi Service**"). By ticking the "*I accept the terms and conditions of use*" checkbox, you confirm your intention to use the IET Guest Wi-Fi Service and agree to comply with these terms and conditions (the "**Terms**"), as may be amended by the IET from time to time in its sole discretion.

2. Use of your details and personal data

2.1. These Terms are applicable to the IET Guest Wi-Fi Service at IET Austin Court, IET Futures Place and IET Savoy Place (together the "**IET Venues**"). By proceeding to use the IET Guest Wi-Fi Service, you acknowledge that the IET will process personal data relating to you in order to provide access to the service, to monitor and improve the service and to prevent unauthorised use of the service. Details of how and why the IET uses your personal data are set out in the IET Privacy Statement available at https://www.theiet.org/help/privacy. For further information on how your personal data is used or for any questions regarding the use of your personal data, please contact the IET via email using dataprotection@theiet.org.

2.2. By using the IET Guest Wi-Fi Service at any of the IET Venues, you agree that your device details will be stored. Any activity you undertake on the IET Guest Wi-Fi Service network will be logged against your device details. The IET uses that data to monitor compliance with these Terms, to prevent and detect crime and to monitor usage of the IET Guest Wi-Fi Service.

3. Your responsibilities

3.1. You are responsible for all materials and/or data originating from any devices that you have connected to the IET Guest Wi-Fi Service. You agree that whilst using this service, you will comply with these Terms and all applicable laws, rules and regulations.

3.2. **You may not**:

3.2.1. reveal your username or password to any third party or offer for sale or provide access to the IET Guest Wi-Fi Service to any third party;

3.2.2. use the IET Guest Wi-Fi Service for any commercial or business purpose;

3.2.3. use the IET Guest Wi-Fi Service to send unsolicited bulk messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited;

3.2.4. use the IET Guest Wi-Fi Service to forge header information, email source address or other user information or use another person's name, username or password for fraudulent purposes;

3.2.5. download or transfer excessive data via bit torrent clients;

3.2.6. use the IET Guest Wi-Fi Service to violate its security or any third party's system or network security by any method including:

3.2.6.1. 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;

3.2.6.2. unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or

3.2.6.3. unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

3.2.7. connect the IET Guest Wi-Fi Service to insecure machines or services able to be exploited by others to carry out actions which constitute a breach of these Terms; or

3.2.8. adapt, modify, decompile or reverse engineer any part of the IET Guest Wi-Fi Service.

3.3. **You may not** use the IET Guest Wi-Fi Service to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

3.3.1. violates any law, statute and regulation in force from time to time in the United Kingdom;

3.3.2. is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;

3.3.3. is or may be harmful to minors;

3.3.4. promotes or encourages illegal or socially unacceptable or irresponsible behaviour;

3.3.5. is in breach of any third party rights (including any third party intellectual property rights);

3.3.6. has any fraudulent purpose or effect or involves a user impersonating another person or otherwise misrepresenting himself or herself as the source of any communication;

3.3.7. may have a detrimental effect on the quality of service enjoyed by other users of the Wi-Fi Service or damages or may damage the IET's name and/or reputation or the name and/or reputation of the IET's sub-contractors or agents; or

3.3.8. is designed to violate the IET Guest Wi-Fi Service's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

3.3.8.1. programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;

3.3.8.2. tools designed to compromise the security of other sites;

3.3.8.3. programs or services designed to send or facilitate the sending of unsolicited advertisements; or

3.3.8.4. programs or services designed to encourage or facilitate a breach of these Terms or any acceptable use policy of another internet services provider.

4. The IET's rights

4.1. You accept that the IET may be required to take the IET Guest Wi-Fi Service down for periodic maintenance or unforeseen downtime and may do so without notice at any time at its discretion.

4.2. The IET may block access to individual sites and categories of sites that may be deemed inappropriate for public environments or specific URLs for legal or contractual reasons.

5. What the IET is not responsible for

5.1. The IET is providing the IET Guest Wi-Fi Service to you "as is" without warranty of any kind. This also means that the IET does not warrant that the service will meet your requirements or that the operation of the service will be uninterrupted or error free.

5.2. The IET will not be responsible to you for, without limitation:

5.2.1. any and all damage or loss from use of, or inability to use, the IET Guest Wi-Fi Service;

5.2.2. your use of the IET Guest Wi-Fi Service or any applications, data, information, video, graphics, sound, music, photographs, software or any other similar material accessed or received whilst using the IET Guest Wi-Fi Service;

5.2.3. your use of any other wireless internet service of which IET is not the service provider;

5.2.4. any defect caused to a device used to access the IET Guest Wi-Fi Service;

5.2.5. any charges incurred, or transactions entered into, with any third party unless caused by the IET;

5.2.6. the suspension or termination by the IET of access to the IET Guest Wi-Fi Service in accordance with these Terms;

5.2.7. delay or failure to provide the IET Guest Wi-Fi Service (or part of it);

5.2.8. any loss or damage caused by your use of the IET Guest Wi-Fi Service that was not contemplated by the IET when you accepted these Terms;

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

5.2.10. any unauthorised access to your device;

5.2.11. the introduction of any virus or other harmful code that may result from the use of the IET Guest Wi-Fi Service;

5.2.12. any loss or damage caused by viruses or unauthorised use of your device;

5.2.13. any alteration, loss or corruption of data, or loss of business, contracts, profits, savings, reputation, or revenue unless caused by the IET;

5.2.14. any loss or damage which could have been prevented if you followed the IET's reasonable instructions for use of the IET Guest Wi-Fi Service;

5.2.15. any loss or damage caused by the IET which results from any breach by you of these Terms;

5.2.16. the security of any data you transmit using the IET Guest Wi-Fi Service;

5.2.17. the content of websites or other internet services you visit while using the IET Guest Wi-Fi Service; or

5.2.18. the accuracy, completeness, timeliness or appropriateness of information accessed or received whilst using the IET Guest Wi-Fi Service.

5.3. To the maximum extent permitted by law, in no event will the IET be responsible for any loss you may suffer arising out of or in connection with your use of, or the performance of, the IET Guest Wi-Fi Services.

5.4. Nothing in these Terms shall limit or exclude in any way any responsibility which the IET may have to you for:

5.4.1. death or personal injury;

5.4.2. fraudulent misrepresentation; or

5.4.3. any other matter for which it would be illegal or unlawful for the IET to exclude or attempt to exclude its liability for.

5.5. You acknowledge that your use of the IET Guest Wi-Fi Service is entirely at your own risk and that the IET cannot guarantee the secure transmission of your data. Accordingly, the IET recommends that whilst using the IET Guest Wi-Fi 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.

6. Consequences of breaching these Terms

6.1. You agree to reimburse the IET for all reasonable losses, liabilities, costs (including legal costs) and expenses which the IET may incur either directly or if a third party makes a claim against the IET, which arises from, or in connection with, any breach by you of these Terms or any misuse by you of the IET Guest Wi-Fi 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 IET Guest Wi-Fi Service).

7. Changes to these Terms

7.1. You acknowledge that IET may update and vary these Terms at any time at its sole discretion. All changes to these Terms will be contained in a notice on the IET website (www.theiet.org), so you should check the IET website regularly for updates.

7.2. Where the IET makes a change to these Terms, and you continue to access the IET Guest Wi-Fi Service after the change takes effect, you will be deemed to have understood and accepted the change, and these Terms (as amended) will govern your use of the IET Guest Wi-Fi Service until the IET or you terminate these Terms. If you do not accept any change which the IET has made, then you should stop using the IET Guest Wi-Fi Service and/or terminate these Terms.

8. Transfers of rights and obligations

8.1. The IET may transfer its rights and obligations under these Terms to any affiliate, or company, firm or person provided that doing so will not adversely affect your rights under these Terms. These Terms are personal to you and so any transfer by you of your rights and obligations under these Terms will not be valid or recognised by the IET.

9. Termination

9.1. These Terms shall commence from the moment that you click the 'Log In' button (and thereby confirm your intention to use the IET Guest Wi-Fi Service in accordance with these Terms) and shall continue until either the IET or you terminate these Terms as set out below.

9.2. You may terminate these Terms at any time by disconnecting from the IET Guest Wi-Fi. To terminate your guest account a notice either by email (to postmaster@theiet.org) or by post (to The Institution of Engineering and Technology, Futures Place, Kings Way, Stevenage, Hertfordshire, SG1 2UA, UK). Upon receipt of your notice the IET will terminate your guest account.

9.3. The IET may suspend, withdraw or discontinue the provision of the IET Guest Wi-Fi Service without notice at any time at its discretion.

9.4. Sections 5 (What the IET is not responsible for), 6 (Consequences of breaching these Terms), 10 (No waiver), 0 (Severance) and 12 (Governing Law) of these Terms shall survive termination.

10. No waiver

10.1. If the IET does not, for whatever reason, exercise its rights or remedies under these Terms following a breach by you this shall not constitute a waiver by the IET of those rights or remedies nor shall it relieve you from complying with your responsibilities (including remedying, where possible, in accordance with these Terms any breach committed by you).

11. Severance

11.1. If any part or provision of these Terms is found to be unlawful or unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these Terms will not be affected.

12. Governing Law

12.1. These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.