

## Wi-Fi Policy – Acceptable use

**PLEASE READ THE TERMS OF THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING THE WIFI SERVICE**

**By connecting to our Wi-Fi Service, you acknowledge that you understand and agree to this acceptable use policy.**

### 1. Who we are and what is this acceptable use policy for?

- a.* Wi-Fi means the wireless networking technology which allows Wi-Fi-enabled devices to connect to the internet when within range of a Wi-Fi network.
- b.* A Wi-Fi network service is provided at Cowes Yacht Haven Ltd for the use of contract customers and visitors.
- c.* The Wi-Fi Service is provided by Cowes Yacht Haven Ltd and use is completely at the discretion of the Managing Director.
- d.* This acceptable use policy sets out the terms and standards that apply when you (being the user of the Wi-Fi Service) use the Wi-Fi Service.
- e.* This acceptable use policy aims to ensure that the Wi-Fi Service is used lawfully, in a way that does not affect the security of the Wi-Fi Service or the service capacity.
- f.* Your access to the Wi-Fi Service may be blocked, suspended, or terminated at any time for any reason.
- g.* You agree not to use the Wi-Fi Service for any purpose that is unlawful, or otherwise prohibited and you are fully responsible for your use.
- h.* The Wi-Fi Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied.

### 2. By using our guest Wi-Fi service you accept these terms

- a.* By connecting to our Wi-Fi Service you confirm that you accept the terms of this policy and that you agree to comply with them.
- b.* If you do not agree to these terms, you must not use our Wi-Fi Service.
- c.* You may wish to save a copy of these terms for future reference.
- d.* If any provision or part-provision of this acceptable use policy is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this acceptable use policy.
- e.* We amend these terms from time to time. Every time you wish to use our Wi-Fi Service, please check these terms to ensure you understand the terms that apply at that time.

### 3. What is Cowes Yacht Haven providing?

- a. Cowes Yacht Haven Ltd offers this guest Wi-Fi Service as a free service to visitors to our premises for the duration of their visit.
- b. Cowes Yacht Haven Ltd has no responsibility for the information obtained through the internet or actions taken on the internet and are under no obligation to oversee or monitor any information accessed through the Wi-Fi Service. Cowes Yacht Haven Ltd expressly excludes any liability for any loss or damage arising from the use of the Wi-Fi Service. Use of the Wi-Fi Service is subject to the user's own risk.
- c. Cowes Yacht Haven Ltd may remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, or may violate this acceptable use policy. Cowes Yacht Haven Ltd may filter access to the Wi-Fi Service for the protection of children, young people or vulnerable adults or other purposes.

### 4. Your responsibilities

#### Security of user's own device

- a. You are responsible for the security of your own devices and must:
  - i. Ensure you are running up-to-date anti-virus software on your wireless devices; and
  - ii. Be aware that, as you connect your devices to the Internet through the Wi-Fi Service, you expose your devices to threats including viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware and take adequate precautions against such threats.

#### Excessive use

- b. You should be mindful of other users at all times and must not:
  - i. Run programs, services or systems that are likely to materially degrade the Wi-Fi Service's performance or accessibility; or
  - ii. Connect to "Peer to Peer" file sharing networks or download large files.

#### Unauthorised access

- c. You must not:
  - i. Access another person's device, device account, files, or data without permission;
  - ii. Attempt to circumvent or subvert system or network security measures;
  - iii. Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system;
  - iv. Use any means to decode or otherwise obtain restricted passwords or access controlled information; or
  - v. Forge the identity of another user or device in an electronic communication.

#### Use by children, young people or vulnerable adults

- d. The use of any of our Wi-Fi Service by children, young people or vulnerable adults is subject to the consent of their parent or guardian. It is important that parents or guardians communicate with such vulnerable users about their safety online as moderation is not fool proof and make them aware of the potential risks to them.

## 5. Purposes for using the Wi-Fi Service

- a. You **may use** our Wi-Fi Service only for lawful purposes.
- b. You **may not** use our Wi-Fi Service in an illegal or malicious manner, including, but not limited to:
  - i. In any way that breaches any applicable local, national or international law or regulation;
  - ii. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - iii. For the purpose of harming or attempting to harm children, young people or vulnerable adults in any way;
  - iv. To bully, insult, intimidate or humiliate any person;
  - v. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our use standards (see paragraph 5.3 below); or
  - vi. To knowingly transmit any data, send or download any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

### Our Wi-Fi use standards

- c. You **shall not** use the Wi-Fi Service for the purpose of accessing, transmitting, or storing material which:
  - i. Is libellous;
  - ii. Is defamatory of any person;
  - iii. Is obscene, offensive, hateful or inflammatory;
  - iv. Contains obscene, profane or abusive language;
  - v. Promotes violence.
  - vi. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - vii. Is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or needless anxiety.
  - viii. In our reasonable opinion may be contrary to or adversely affect the aims and objectives of Cowes Yacht haven Ltd;
  - ix. Is otherwise unlawful or inappropriate.

## 6. Breach of this acceptable use policy

- a. When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.
- b. Failure to comply with this acceptable use policy constitutes a material breach of the terms of use contained in this acceptable use policy upon which you are permitted to use the Wi-Fi Service, and may result in our taking all or any of the following actions:
- c. Immediate, temporary or permanent withdrawal of your right to use the Wi-Fi Service;
- d. Issue of a warning to you;
- e. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law;
- f. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- g. Further legal action against you.

## 7. Liability

- a. You assume full responsibility for your use of the Wi-Fi Service and are responsible for any actions on your device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Wi-Fi Service.
- b. You agree to be solely responsible for any such loss, infringement, damage, or injury.
- c. You indemnify Cowes Yacht Haven Ltd and keep Cowes Yacht Haven Ltd indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising out of or related to your use of the Wi-Fi Service including any material that you access or make available using the Wi-Fi Service, or in breach of this acceptable use policy, including but not limited to any breach of any third party's rights or any breach of law or regulation, or any breach of this acceptable use policy.



Signed:

Dated: 24<sup>th</sup> February 2022

Name: Daniel Jehan

Position: Managing Director