

WiFi User Terms and Conditions of Rollits LLP (“WiFi Conditions”)

1. Introduction

Rollits ("we") makes available a free wireless internet service ("the Service") for reasonable business use by visitors to Rollits' Hull and York offices (including clients of Rollits). If you wish to use the Service then you must read and accept these WiFi Conditions. By continuing from this page you are unconditionally agreeing to be bound by, and to comply with, these WiFi Conditions. If you do not agree to these WiFi Conditions you must not use the Service.

Any personal information that we collect from or otherwise relating to you in connection with your use of the Service will be used in accordance with our Privacy and Cookies Policy. You should therefore also read our Privacy and Cookies Policy before using the Service. Our Privacy and Cookies Policy is available by clicking [here](#).

You acknowledge and agree that the transmission of information via the internet and the Service can never be guaranteed to be completely secure. We do not provide anti-malware services of any kind and cannot guarantee the performance or availability of the Service or the security of data transmitted via the Service. Your use of the Service is entirely at your own risk. You are responsible for providing and configuring all hardware, software and other equipment required to access and use the Service. You should use your own virus protection software.

Rollits is a trading name of Rollits LLP, a limited liability partnership registered in England and Wales, registered number OC348965, registered office Citadel House, 58 High Street, Hull, HU1 1QE. A list of the partners in Rollits is available for inspection at our registered office and at our offices at Forsyth House, Alpha Court, Monks Cross, York YO32 9WN. We use the term 'partner' to denote members of Rollits LLP. Our VAT number is GB167886110.

We are authorised and regulated by the Solicitors Regulation Authority under number 524629.

2. Password

Upon request at our Hull office or York office reception (as the case may be), we will (where we agree to provide you with access to the Service) provide you with a password which you can use in order to access the Service for your reasonable business use only.

You will be permitted to use your password to access the Service on the day of your visit for a set period of time, following which your right of access to the Service will expire automatically. Your right to access the Service using the password is personal to you and is non-transferable. You agree not to register on behalf of any other person or entity. You must treat the password as confidential and you must not disclose it to any third party. You are responsible for all activities that occur under your registration (whether or not such activities are authorised by you).

If you know or suspect that anyone other than you has obtained knowledge of your password for the Service, you must promptly notify a member of our reception team.

Without prejudice to any other right we have, we are entitled to disable any password and/or block your device's access to the Service if in our opinion you have failed to comply with any of the provisions of these WiFi Conditions.

3. Acceptable Use Policy

You must use the Service in a lawful and appropriate manner. In particular, you **must not** use the Service:

- in any way that breaches any applicable local, national or international law or regulation (including but not limited to any activity that constitutes an offence under the Computer Misuse Act 1990);
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to transmit any data or to send, knowingly receive, upload, download or use any material that (i) is harmful, inaccurate, defamatory, abusive, offensive, pornographic, racist, sexist, threatening, vulgar, obscene, hateful, violent, of menacing character, offensive, abusive or hateful, (ii) promotes violence, racial hatred, discrimination (whether based on race, sex, religion, nationality, disability, sexual orientation, age or otherwise) or any other illegal activity in any way, (iii) is intended or likely to harass, harm or upset any third party or otherwise causes annoyance, inconvenience or needless anxiety, (iv) is intended to deceive or which infringes or breaches any copyright, database right, trademark, confidence, privacy or any other rights of any third party, or (v) is otherwise inappropriate or will constitute a criminal offence or give rise to civil liability;
- to transmit any data or to send, knowingly receive, upload, download or use 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 or be harmful to the Service or its users; or
- in any way that does not comply with any other instructions or rules that we have provided to you or notified you of.

You acknowledge and agree that your use of the Service is also subject to your compliance with any relevant third party policies for acceptable use applicable to any website or other service that you use or access when using the Service.

4. Warranty

The Service is provided on an "as is" and "as available" basis and all conditions, warranties and representations, whether express or implied by statute, common law or otherwise (including but not limited to warranties as to satisfactory quality or fitness for a particular purpose) are excluded except to the extent expressly stated in section 5 below.

5. Indemnity and Liability (including for misuse of the Service)

Nothing in these WiFi Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by English law.

Subject to the immediately preceding paragraph, we shall not have any liability to any user of the Service for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with: use of, or inability to use, the Service; or use of or reliance on any content displayed or obtained using the Service.

You agree to indemnify, defend and hold us harmless against all claims, losses and damages suffered and all costs, expenses and liability incurred (including but not limited to legal expenses) as a result of your breach of these WiFi Conditions or your use of the Service including where suffered or incurred in connection with any content that you access or make available using the Service.

You acknowledge that:

- we are entitled to disclose your identity to any third party who is claiming that your use of the Service in any manner constitutes a violation of their intellectual property rights, or of their right to privacy. Any such disclosure shall be made where necessary for our and/or the relevant third party's legitimate interests relating to the relevant claim;
- we may at our discretion (but we are not obliged to) monitor your use of the Service (including but not limited to any information viewed, downloaded or uploaded by you using the Service) where necessary for our legitimate interests in identifying any breaches of these WiFi Conditions; and
- we will cooperate with any person, law enforcement authority or court order requesting or directing us to disclose the identity of any person using the Service in breach of these WiFi conditions, any law (whether civil or criminal) or the legal rights of any party.

We will not be liable to you for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment or any other electronic device, computer programs, data or other proprietary material due to your use of the Service or due to your downloading or accessing of any content using the Service.

6. Termination

We reserve the right to terminate your access to the Service immediately at any time and for any reason without liability to you.

7. General

If you have any queries, feedback or comments about the Service or these WiFi Conditions, our contact details can be found by clicking [here](#).

We may amend these WiFi Conditions from time to time by placing a note of any such amendments at the head of this page. Your use of the Service following any such amendment shall be deemed to be your acceptance of such amendment. If you do not agree to any amendments that we have made to these WiFi Conditions then you must immediately stop using the Service.

If any of these WiFi Conditions are unenforceable it shall not affect the enforceability of the rest of them.

No waiver by us of any breach of these WiFi Conditions shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of our right to subsequently exercise that or any other remedy.

These WiFi Conditions shall be governed by and construed in accordance with English law. The English Courts shall have non-exclusive jurisdiction to hear disputes between us.

Rollits LLP
April 2023