

## Sure Public Wi-Fi Service Specific Terms and Conditions

These terms and conditions constitute a legal agreement between you (“You” or “Your”) and Sure (Isle of Man) Limited (“Sure”, “Us” or “We”), whose principal place of business is situated at Fourth Floor, Atlantic House, 4-8 Circular Road, Douglas, Isle of Man, IM1 1AG for provision of wireless public wi-fi (“the Service”).

**BY ACCESSING AND/OR USING THE SERVICE YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS AND USE THE SERVICE.**

These terms and conditions should be read in conjunction with the:

- General Terms and Conditions (<https://www.sure.com/assets/Uploads/terms-conditions/IsleofMan/General-Terms-and-Conditions-Policies-and-Codes/IOM-General-Terms-and-Conditions-October-2022.pdf>) ;
- the Sure Privacy Policy (<https://www.sure.com/guernsey/privacy-policy/>); and
- the Sure Acceptable Use Policy (<https://www.sure.com/assets/Uploads/terms-conditions/IsleofMan/General-Terms-and-Conditions-Policies-and-Codes/ACCEPT1.PDF>),

all of which apply to your use of the Service.

### 1. PROVISION OF SERVICE

- 1.1. We have no responsibility for, or control over, the information you transmit, access or receive by Your use of the Service.
- 1.2. We do not recommend or endorse Your use of any websites, applications, or other internet related services. Your use of any internet related service is carried out entirely at your own risk.
- 1.3. We have no responsibility for, or control over, internet related services You access and do not guarantee that they are, or will be, error or virus free.
- 1.4. We do not accept any responsibility for any computer, laptop, software or any other equipment or service used by You to access the Service.
- 1.5. We do not guarantee:
  - 1.5.1. the availability of the Service;
  - 1.5.2. the speed at which information may be transmitted or received via the Service; or
  - 1.5.3. that the Service will be compatible with Your equipment or any software which You may use.
- 1.6. The Service is available free of charge, is for your own personal use, and We do not offer any support for the Service. However if you do have any queries relating to your use of the Service, you may contact us using one of the methods described on our website: [Contact us | Sure Isle of Man](#)

### 2. USE OF THE SERVICE

- 2.1. You agree to use the Service only for lawful purposes and not to send, knowingly receive, upload, download, access, transmit, publish, display, advertise or make available material which:
  - 2.1.1. Infringes copyright or any other intellectual property right held in any country;
  - 2.1.2. Is obscene or pornographic;
  - 2.1.3. Contains threats of any kind;
  - 2.1.4. Contains offensive or derogatory words or images including, but not limited to, offensive words or images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;

## Sure Public Wi-Fi Service Specific Terms and Conditions

- 2.1.5. Is defamatory, threatening, intimidatory or which could be classed as harassment;
- 2.1.6. 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;
- 2.1.7. In our reasonable opinion may adversely affect the manner in which We carry out our business;  
or
- 2.1.8. Is otherwise unlawful, fraudulent, malicious or inappropriate, as determined by us in our sole discretion.
- 2.2. 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.
- 2.3. You must not violate the network security of this Service by any method, including: in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users use of the Service, including carrying out hacking activities, probing or scanning the network; monitoring of data traffic or data; or attempts to use/install tools/malware on the Service in order to violate network security.
- 2.4. You must not adapt, modify, decompile or reverse engineer any part of the Service.
- 2.5. We may terminate or temporarily suspend the Service if We reasonably believe that You are in breach of any provisions of this Agreement including, but not limited to, clauses 2.1 to 2.4 above.
- 2.6. If you are under 18 years old, you confirm that you have obtained your parent's or guardian's consent before using the Service and you agree to use the Service in accordance with these terms and conditions. If you are a parent or guardian consenting to the use of this Service by a person under 18, you agree to: (i) supervise their use; and (iii) assume any and all liabilities arising from their use of the Service.

### 3. SECURITY

- 3.1. You are 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 and You accept that it is Your responsibility to protect Your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of Your information and data. 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.

### 4. SUSPENSION

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

### 5. TERMINATION

- 5.1. We reserve the right to terminate the Service to any individual user in the event that We consider, acting reasonably, that the individual has breached the terms of this Agreement.

### 6. LIABILITY

## Sure Public Wi-Fi Service Specific Terms and Conditions

- 6.1. We are not liable in any way for your use of the Service including for any accidental loss or destruction of, or unauthorised access to, any personal information that you transmit using the Service; or for the content or security of personal information that you send or receive through the Service.
- 6.2. 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.
- 6.3. You agree to indemnify Us and hold Us harmless 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 constitutes 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.
- 6.4. 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.
- 6.5. You acknowledge 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. 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.