

Terms & Conditions

The words which follow set out, in straightforward and plain language, the agreement between "you" (the customer) and "us" (Air-Net Wifi Ltd).

1. OUR AGREEMENT WITH YOU

1.1 The Service

Provided that you comply with the terms of this Agreement, we will, in return, provide you with the Air-Net Internet Access Service

1.2 Commencement of the Agreement

The agreement shall commence when you have accepted the terms and conditions set out in the agreement by clicking on "Register".

1.3 Duration of the Agreement

(A) The agreement remains in place for the period of internet access you have purchased.

2 Provision of Service

2.1 Eligibility for the Service

(A) The service is accessible only on sites that have our equipment and telecoms service installed and operational.

(B) If you are offered the service when your device is connected by wire or wirelessly to our equipment then you can assume the service is available in your location.

2.2 Installation

(A) You will need to provide suitable computer hardware and software to be able to connect to our internet service. Air-Net Wifi Ltd is under no obligation to provide such equipment.

(B) Where the service is provided via a wired connection you will need to provide a standard Cat5e networking cable to avail of the service. Air-Net Wifi Ltd may on occasion provide such a cable but are under no obligation to provide it.

2.6 Security of the Service

(A) You will be issued with a username and a password. These are essential for your secure use of the service so you must ensure that they are kept secure and used in accordance with all relevant instructions. We will never ask you for your username and password, so never give it to anyone.

(B) If we think there is likely to be a breach of security or misuse of the service we may:

(i) Change your password and then we will notify you that we have done this

(ii) Suspend access to the service by prohibiting access from your Equipment and/or username and password.

(C) If your Equipment is lost or stolen, you need to contact us immediately at support@airnetwifi.com or by phone on +44 (0)28 4064-8121.

(D) If you think that any username or password has become known by someone not authorized to use it, or if any password is being or is likely to be used in an unauthorized way, you need to contact us immediately at support@airnetwifi.com or by phone on +44 (0)28 4064-8121.

3 Use of the Service

(A) You must take all reasonable precautions to ensure that no one (including you) uses the service:

- (i) Fraudulently or in connection with a criminal offence;
 - (ii) To send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, illegal, or in breach of copyright, confidence, privacy or any other rights;
 - (iii) To cause annoyance, inconvenience or needless anxiety to, or breach the rights of any other person;
 - (iv) To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
 - (v) In an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies;
 - (vi) In a way that does not comply with any instructions that we have given you.
- Such uses may result in Suspension of the Service under the terms described in Paragraph 7.2

(B) If we think that your use of the service may:

- (i) impair the security of the system and/or the network used to provide the service;
 - (ii) cause detrimental performance of the service to you or any other customer;
- we may suspend your access to the service under the terms described in Paragraph 7.2

(C) You agree to take responsibility for all liabilities, claims and losses which are in any way connected with your misuse of the service.

(D) Where we provide you with email facilities, web hosting or other services that involve us providing storage space on our systems, we may impose limits (which we may vary from time to time) on the storage space we provide to you in order to ensure the quality of the service to you and other users. These limits may relate to the physical amount of web-space or the number of mailboxes made available to you, email messages that can be stored and/or the size of any attachments you can send. We may reject or delete material that exceeds the relevant limit.

(E) We may make available to you software that enables you to use the service and/or additional services. You must not copy or modify this software (unless allowed by law). It is important that you only access the service through this software or in an alternative way permitted by us and you must not attempt to circumvent any security measures in the service.

(F) When we provide you with the service it, and any associated software, is intended for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the service (or any part of it) or the associated software to anyone else.

(G) You must use the correct information supplied to you during registration

4 Other uses of the Service

(A) When we provide you with Content

(i) As part of the service we may provide you with applications, data, information, video, graphics, sound, music, photographs, software or any other material. This content is always changing as we try to provide you with the best possible service, and therefore you may notice changes in the content that you can access.

(ii) The content we provide to you can only be used for your own purposes and is protected by copyright, trademark and other intellectual property rights. You are not allowed to copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the content.

(iii) Although we take precautions, we cannot guarantee the accuracy or completeness of the content. For this reason, your use of the content (for whatever purpose) is at your own risk.

(iv) Some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If you access this content you will need to comply with those terms and conditions. You should be aware that any content provided on a subscription basis as part of the service will cease when this contract ends.

(B) Use of the Internet

(i) The service allows you to access the internet. The internet is separate from the service and use of the internet is at your own risk and subject to any applicable laws. We have no responsibility for any goods, services, information, software, or other materials you obtain when using the internet.

5 Paying our charges

(A) You agree to pay for Internet Access either by Credit or Debit Card.

(B) There is no setup or other monthly charges apart from your Internet Access Fees.

(C) If you try and bypass our security and avoid payment for the service your account will be terminated and legal prosecutions will be issued.

6 Responsibility

(A) Air-Net Wifi Ltd will be responsible to provide you access to your account including payments, credits and history. This information will be up-to-date and correct. If you find a discrepancy please contact us immediately.

(B) Air-Net Wifi Ltd will be responsible for providing you with a steady continuous internet connection for the period of time you have booked. There maybe however times where it is beyond our control to provide this service. In this circumstance you will need to contact Air-Net Wifi Ltd to alert and resolve this, at support@airnetwifi.com or by phone on +44 (0)28 4064-8121.

7 If Things Go Wrong

7.1 Termination

(A) We may terminate this Agreement with immediate effect:

(i) if you materially breach this Agreement;

(ii) if bankruptcy or insolvency proceedings are brought against you, or an arrangement with creditors is made, or a receiver or administrator is appointed over any of your assets, or you go into liquidation;

(iii) if we suspect that the Service is being used in a way described in the Paragraphs 3 and 4, even if you don't know the Service is being used in such a way;

(iv) if we suspect that you may have committed or to be committing any fraud against us;

(v) upon reasonable notice if you breach this contract in any other way and fail to remedy the breach within a reasonable period of being asked to do so;

(vi) if we have terminated your use of any service previously provided to you due to your breach;

(vii) if we are required to do so to comply with an order, instruction or request of the government, emergency services, or any other competent administration or regulatory authority.

(B) We may terminate this Agreement if you fail to comply with any of its provisions, but in respect of a failure which is capable of being remedied we will give you seven (7) days to implement the remedy before we terminate the Agreement.

(C) If you break this Agreement and we choose to overlook it we can still terminate this Agreement if you break it again.

7.2 Suspension of the Service

(A) In the event that:

(i) We are entitled to terminate this Agreement; or

(ii) We are required to do so to comply with an order, instruction or request of the government, emergency services, or any other competent administration or regulatory authority,

We will suspend the Service immediately

(B) In the event that we need to carry out any maintenance, repairs or improvements to the our Equipment or Internet Backhaul Equipment, we will suspend the Service in order to carry out this work.

(C) If, as a result of a breach of this Agreement by you, we decide to suspend the Service, we will give you notice of this decision and we may make a charge to reflect the costs incurred in connection and suspension and/or recommencing the Service. Any such charge must be paid before the Service will be recommenced.

(D) You will continue to be liable to pay all Charges which are payable for the Service during the period of suspension and during any period in which you do not comply with this Agreement.

(E) If we decide to suspend the service, we will restore it (if neither of us have ended this contract) when you satisfy us that you will only use the service as we have agreed.

If we have suspended or terminated this contract under paragraphs 7.1 or 7.2 above, we will inform you of such suspension or termination as soon as reasonably possible and explain why we have taken this action by contacting you in writing at the address you have supplied to us.

8 Your right to Cancel

(A) Once you have paid for the service you cannot cancel this agreement during the period of access you have paid for. You are not obliged to use the service during the period of this agreement and you are not tied to a minimum contract term and you have no legal obligation to continue to use the service after this agreement has expired

9 Matters beyond our Reasonable Control

Neither party will be liable to the other for any failure to deliver the Service or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such party, including, but not limited to: lightning, flood, exceptionally severe weather, fire, explosion, war, industrial disputes, government action or regulation or national or local emergency. If such failure to deliver continues for more than 1 month after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party. See Paragraph 8(A) on how to Cancel this Agreement.

(i) We will endeavour to keep our serves running 24/7/365.

11 Changing the Agreement

We may amend or vary the terms of this agreement, including our charges, from time to time.

12 Assignment

- (A) This agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent.
- (B) For business reasons we can transfer all or part of this agreement to any person, or company.

13 Personal Data

- (A) In order to perform the Service you will need to supply us with, and we will need to store, certain personal details (such as your name and address, email, country, etc).
- (B) We will comply with our obligations under the Data Protection Act 1998 and other any applicable data protection legislation. You are also required to comply with all data protection legislation.
- (C) By registering for the Service you consent to our using and/or disclosing your personal information for the following purposes:
- (i) processing your application which may involve disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account;
 - (ii) providing or arranging for third parties to provide Customer Care/Help Desk facilities and billing you for the Service (which may involve disclosing your information to third parties solely for those purposes);
 - (iii) to selected third parties such as agents or contractors for the purposes of providing and operating the Service and installing Customer Access Equipment.

14 Giving Notice

If either of us gives a notice to the other under this contract this must be done either by email using the service, or in writing and delivered by hand or sent by pre-paid post to the addressee at the following address:

(A) To us: at Unit 7, Banbridge Enterprise Centre, Scarva Road, Banbridge, Co. Down, BT25 1PH, or by email to support@airnetwifi.com

(B) To you: if you are a company at your registered address, or at the postal address you specify when registering for the service or an alternative address which you may give us, or at the email address provided to you as part of the service.

You are responsible for updating your account details to reflect your current contact details, and checking for any mail sent to the email address provided by you as a contact email address.

15 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

16 Severability

Each provision of this whole Agreement operates separately in itself and survives independently of the others

17 Waiver

If either of us fails to exercise or enforce any right under this Agreement it shall not be deemed to be a waiver of such right to bar the exercise or enforcement of it or any other rights.

19 Law

Northern Ireland Law governs this contract and we both agree to the exclusive jurisdiction of the Northern Ireland courts

20 Definitions

In this agreement

“Agreement” means these Terms and Conditions,,

“Charges” means the charges to be paid by you calculated in accordance with the fees and prices set out on our Login Page.

“Minimum Period” means the minimum period you agree to use the service.

“Service” means the provision of High Speed broadband internet access.