

# End User Acceptance Policy

# Public and Guest

# WiFi Services

**TO CONNECT TO THIS WIFI SERVICE, YOU MUST READ AND UNDERSTAND THE END USER ACCEPTANCE POLICY BELOW.**

## End User Acceptance Policy for Provide CIC's public and staff Guest WiFi Services

Before connecting to Provide CIC hosted Public or Guest WiFi network service, you must fully read and understand the End User Acceptance Policy, which covers information governance and legal obligations to all parties involved. You are given options to agree or disagree with the policy. Please select "agree" to connect and use this network service if you agree to the policy. Anyone consenting to agree to the policy and continuing to use this network service constitutes that you agree to this policy, and you are legally bound by the terms and conditions specified.

If you do not agree with all or part of this policy, you should not connect to this network. You must not circumvent the user authentication or information governance process to use this network service, which is to read, understand and select to agree to the policy to use this network service.

This policy covers Provide CIC's public and staff's guest wireless internet access services supplied by either Provide CIC's Technology Department or Provide CIC commissioned third-party suppliers to supply it to you.

Provide Community Interest Company (Provide CIC) is based in the UK; its headquarters is at 900 The Crescent, Colchester Business Park, Colchester, CO4 9YQ. Provide CIC has many sites in the UK and is changing dynamically part of its service developments.

Provide CIC may modify these terms and conditions at any time by updating this policy on our website; your responsibility is to read and understand the updated policy before connecting to WiFi network services.

If you are under the age of thirteen, you must have obtained permission from your parent or guardian to connect to this network and confirm it by selecting the appropriate option before connecting to this network service. In addition, you must read, understand, and agree to the policy; then, you can select "agree" and connect to this network. Consenting to this policy and continuing to use this service constitutes that you agree to accept and be bound by the terms and conditions specified.

## Companies' responsibility, terms, and conditions

- 1 We require your consent to collect your device information, access destination resources' network address details, and communication-related network connection events as part of technical logs which were collected by network

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devices in conjunction with the provision of this service. The collected device information includes your device's name, vendor, MAC address, IP address, and destination web pages/Uniform Resource Locator (URL) or Domain name and corresponding MAC address, IP address details, accessed time, and duration.

- a. Aforementioned private information is captured by our network devices to facilitate your device with temporary WiFi network access, allow Internet connection, and troubleshoot any network connection issues.
- b. The private information collected will be secured using effective encryption algorithms in transit and at rest. They will be kept within EU data centres for a maximum of three months period only. After three months period, collected data will be deleted automatically. Any storage hardware that requires decommissioning will be shredded and destroyed in compliance with relevant laws.
- c. Access to those data will be over a secure communication channel and controlled by an effective two-factor authentication method. Provide CIC's Technical teams or their supplier who has been contracted to provision this service or who has been contracted to provide ongoing maintenance technical support may process those information part of technical logs for troubleshooting purposes.
- d. Provide CIC will not disclose private information collected in conjunction with the provision of this service to any third party except if it is required by law to disclose your private information and or information pertaining to the usage of the service to the relevant authorities in the investigation of any suspected or alleged crime.
- e. Service users can exercise their data protection rights. Please read and understand the Provide CIC's Privacy Policy, the link provided at the end of this policy.

**2** You acknowledge that your use of the service is at your own risk. The Provide CIC does not guarantee the security of the service.

- a. You acknowledge and are responsible for the security of your device that is connected to our WiFi services, data held or at rest on your device. Provide CIC does not monitor your device's security status and provides no additional security than what you already have, but we may monitor and manage Provide CIC's own network connection devices only.
- b. You acknowledge and are responsible for security of your device's connections to the Internet, information transmitted or received in any format, emails you send or receive and any security threats they may pose to you by any sites you visit or when you use our service.

For those reasons, we cannot be and are not responsible for the security of your device or content you transmit or receive on this network and on the Internet, and we cannot be held liable for any direct or indirect loss or damage caused by any security incidents when you are connected to our network.

**3** The Provide CIC's Public or Guest WiFi service is an optional service. Provide CIC does not guarantee this service's availability or quality of service and Provide CIC reserves the right to cancel this service anytime without prior notice. Provide CIC or our service providers shall not be liable to you in

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any circumstances for any direct or indirect loss or damages caused by service unavailability; service impact may be caused by our infrastructure or equipment failure, maintenance works carried out, or third-party carrier provider's outage.

- 4** Provide CIC reserves the right to block any websites, web pages, and content on its service that it deems illegal or generally unsuitable for the location in which this service is provided. Provide CIC does not wish to restrict your use of our service unreasonably, but by using this service, you agree to accept our website filtering criteria which may change from time to time. Provide CIC has no obligation to you to include sites that are blocked from use.
- 5** Provide CIC reserves the right to restrict bandwidth usage or connection speeds for Public/Guest WiFi service to prioritize or protect other patient care and business-critical services performance.
- 6** Provide CIC may deny, suspend, or terminate your access to all or any part of the service without prior notice if you engage in any conduct or activities that Provide CIC, in its sole discretion, believes violates our policies. Provide CIC does not wish to unreasonably restrict your use of our service, but by using this service, you agree to accept our administrative actions taken to enforce this policy.
- 7** Provide CIC's Public and Guest WiFi service is free to use. There is no dedicated customer service or technical support available for Public/Guest WiFi services. However, you may report to the Technology department via your service manager or via your Provide staff contacts about any service outage. Provide CIC does not guarantee or bound by any service level agreement for you to use this service. Any technical assistance provided will be based on the best effort level.
- 8** In using this service, you understand that Provide CIC or WiFi service suppliers may place cookies on your device to enable the service to remember you or enhance service experience. The user will be given the Provide cookie policy or WiFi service suppliers cookie policy and options to set your consent preference before any cookies are set on your device cookie.

### **End User's Responsibility, terms, and conditions:**

- 1** You are responsible for maintaining the security and confidentiality of your device, WiFi account, data/information at rest and in transmission, and all activities you perform while using this service.
- 2** You agree that you will not use the Provide CIC's WiFi service for committing or aiding, or promoting:
  - a. Illegal activities, crimes, or offences,
  - b. Activities against national security
  - c. Theft, fraud
  - d. Violence, offensive, abusive, defamatory, indecent, obscene, harassing,

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menacing, hate, racism, discrimination, tasteless or questionable actions

- e. Violate others' trademarks, copyrights, intellectual property, licences, policies
- f. Breach of other organisation or individual's confidentiality or information security or rights

**3** You agree that you will not use or aid others using this network for accessing or handling any unlawful or prohibited data by any means such as downloading, uploading, re-distributing, sending, receiving, posting, publishing, streaming, recording, listening, reading, or reviewing.

**4** You agree that you will not monitor or capture any information transmitted over this network, other service users' devices, private or confidential information on this network, or perform or aid the following using Provide CIC's network services:

- a. Scanning of networks or hosts for open ports or identifying other vulnerabilities, exploiting cybersecurity vulnerabilities, cyberattacks, using or spreading malicious programs or codes, any Denial of Service (DoS) attacks, hacking, or unauthorised ethical hacking activities.
- b. Capturing network traffic or connected devices or users' details or performing any unauthorised communication traffic analysis
- c. Actions related to monitoring, eavesdropping on other network devices, users, or any communications.

**5** You agree that you will not participate in any activities that may disrupt, interfere, or cause performance issues or crash this network and services such as

- a. Mirroring, file sharing, or content re-distributing services
- b. Downloading, uploading, sending, receiving, or streaming large volume of data for extended periods (transferring more than 5 GB per day)

**6** You are not allowed to use this network to perform or aid any unauthorised private business activities or own network services either for profit-making or for free, such as

- a. Hosting any websites, databases, or storage services from your device while connected to our network
- b. Providing network communication proxy services or caching or web traffic redirection services
- c. Running own DHCP, DNS services, etc

**7** You will not be eligible for any compensation for

- a. Any loss or damage caused by service unavailability. If you cannot use the service because of the WiFi service outage at Provide CIC's sites, whether it is under Provide CIC control, such as our own equipment failure, routine maintenance, or outside of Provide CIC's control or circumstances including downtime due to the failure of an internet service provider's connection
- b. Any performance or link speed issues

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- c. Cyber security incidents and associated loss or damage occurred during the use of this network service.
- d. Any other direct or indirect loss or damage caused during the use of this service.

- 8** You agree to respect that all trade names, trademarks, copyright, and intellectual property in the service and on the website used to access it remain the property of Provide CIC, its suppliers, or its licensors where applicable. You agree to respect these rights and not to do anything to violate them.
- 9** Your responsibility is to abide by relevant laws, regulations, and company policies for any actions you perform during this service usage. If you breach them and any direct or indirect damages caused by those breaches, you will be liable and shall indemnify Provide CIC.
- 10** Nothing in this policy is intended to exclude your rights or any party's liabilities that cannot be excluded or limited by law. Please note that English and Welsh Law govern this policy and contents, and both you and Provide CIC agree to the Courts of England and Wales's jurisdiction.

## Other Important Terms and Conditions

- 1** Provide CIC may transfer its rights and obligations under these Terms and Conditions to another organisation or service provider, but this will not affect your rights or any parties' obligations under these Terms and Conditions.
- 2** Provide CIC may take over the rights and obligations from another service provider or suppliers who are contracted to provide this network service to you (if applicable to current service) under these Terms and Conditions, but this will not affect your rights or any parties' obligations under these Terms and Conditions.

### Provide CIC's Privacy Policy:

 [providecommunity.org.uk/privacy-notice](https://providecommunity.org.uk/privacy-notice)

### Provide CIC's Cookie Policy:

 [providecommunity.org.uk/cookie-policy](https://providecommunity.org.uk/cookie-policy)

### Subject Access Request:

 [providecommunity.org.uk/your-rights](https://providecommunity.org.uk/your-rights)