



This document describes the terms and conditions applicable to Orange Wifi Access. Use of Orange Wifi Access is also subject to Standard Network Terms and Conditions and if there is any conflict, the Standard Network Terms and Conditions shall prevail over these terms and conditions. Orange Wifi Access does not include the provision of an email inbox or the hosting of WEB pages.

Purchase of Orange Wifi Access

There are 3 options for purchasing Orange Wifi Access:

Using a Pre-Paid Cards

- Pre-Paid Cards are valid for the Voucher Time and for a maximum period of 24 hours from the time the User logs onto Orange Wifi Access service. Pre-Paid Cards may be used over multiple sessions during this 24 hour period provided it does not exceed the Voucher Time. **Voucher Time should be used within this 24 hour period. Any unused Wifi call minutes after this 24 hour period will be forfeited. No cash credits or refunds will be given for unused Pre-Paid Cards or Wifi call minutes.**
- Charges for Pre-Paid Cards shall be included in the Account Holder's next bill if pay monthly, or deducted from the credit on the Account if used with a Pay-As-You-Go device.
- It is the responsibility of the User to obtain approval from the Account Holder prior to incurring any charges. Orange is entitled to assume that the User has such consent by using Orange Wifi Access.

Using a Business Everywhere flexible Data Bundle

- A Business Everywhere flexible data bundle (a "**Bundle**") must be provisioned on the Account by the Account Holder completing the relevant Orange order form.
- When using Orange Wifi Access, the Bundle will be decremented on a per minute basis for the duration of the session. Once the Bundle has been used, continued use will be charged on a per minute basis but at the same per minute rate as used within the Bundle.
- Hotspots where you can access Orange Wifi Access are split into 2 bandings – "**Wifi Band A**" and "**Wifi Band B**". Different per minute rates apply to the 2 bandings and the rate will depend on the roaming partner and location of the hotspot. The rates applicable for each banding will vary also depending on the Bundle selected on the Account. See www.orange.co.uk/wifi for details on bandings and rates.
- Bundles can also be used for 3G and GPRS traffic and other bearers, and the rates for such use within a Bundle can be found at www.orange.co.uk/wifi.
- If you select a Bundle, you cannot have different data tariffs on the same Connection.
- Charges will be invoiced to the Account Holder's Account.

Using Pay As You Consume

- Pay As You Consume must be provisioned on the Account by the Account Holder completing the relevant Orange order form
- Use of Orange Wifi Access will be charged on a per minute basis for the duration of the session.
- Hotspots where you can access Orange Wifi Access are split into 2 bandings – "**Wifi Band A**" and "**Wifi Band B**". Different per minute rates apply to the 2 bandings and the rate will depend on the roaming partner and location of the hotspot. See www.orange.co.uk/wifi for details on bandings and rates.
- Charges will be invoiced to the Account Holder's Account.

Definitions:

Account: the account on which charges for Orange Wifi Access will be invoiced or debited.

Account Holder: the account holder of the Account

Internet: Global network made up of telecommunications resources and server and client computers, and intended for exchanging electronic messages, multimedia information and files. It functions by means of a common protocol whereby messages, after being divided up into independent packets, are transported step by step over the network. The Internet is not managed by any central body. Each section of the network belongs to a separate public or private organisation. Its operation relies on cooperation among the operators of the different networks.

Orange: Orange Personal Communications Services Limited, a mobile telephone operator marketing Wifi access, whose registered address is at St James Court, Great Park Road, Bristol, BS32 4QJ.

Pre-Paid Card: physical or virtual pre-paid cards allowing the User to gain access to Orange Wifi Access for the Voucher Time subject to these terms and conditions.

Standard Network Terms and Conditions: the terms and conditions relating to Orange's supply of network services set out in the contract between the Account Holder and Orange (or where appropriate, the contract between the User and Orange).

URL: Uniform Resource Locator. This is the address of a server, the address at which Internet users can reach a given web site.

User: a user of Orange Wifi Access

Voucher Time: the maximum number of Wifi call minutes provided by a Pre-Paid Card purchased by the User

Orange Wifi Access: the optional service which allows Users equipped with a Wifi enabled device or laptop computer to establish a wireless connection to the Internet from the zones covered by the Orange Wifi network or that of its partners.

1 Logon to Orange Wifi Access

- 1.1 In those locations where Orange Wifi Access is available, Orange will take all reasonable steps to make Orange Wifi Access available 24 hours a day however Orange cannot guarantee a continuous fault free service.
- 1.2 Users will be provided with usernames and passwords to logon to Orange Wifi Access ("**Access Codes**"). Access Codes may be provided by Orange by a variety of methods, including being sent by text message or email and may be provided via the Account Holder or to Users direct.
- 1.3 Any connection to the URLs made after Access Codes have been entered shall be chargeable.
- 1.4 **It is the User's responsibility to ensure that their session has terminated successfully. If a session has not been terminated successfully, call-time will continue to be charged.**
- 1.5 Certain hotspot providers may also require agreement to their terms and conditions before access is granted.

2 Hotline Support

- 2.1 Users may contact the Business Customer Services support team for help in logging on and using Orange Wifi Access. Please dial 328 from your Orange phone (free call) or +44(0)7973100 328 from any other phone or from abroad (usual service charges will apply). Orange may from time to time tape conversations between Users and Orange customer services for training purposes.

3 Security and Access Codes

- 3.1 Access Codes are personal to each User.
- 3.2 The Account Holder and Users are responsible for keeping their Access Codes confidential.
- 3.3 The Account Holder and Users are solely responsible for use of their Access Codes. Any use of Orange Wifi Access and all activities using a User's Access Code are deemed by Orange as having been performed by the User. Therefore, if Orange Wifi Access is used with or without the Account Holder's or the User's knowledge or approval and is used in breach of any of these terms and conditions, Orange may treat that breach as a breach by the Account Holder of these terms and conditions.
- 3.4 In the event of the loss or theft of the Access Codes or the likelihood that Access Codes may be used in an unauthorised way, the Account Holder of the User must inform Orange immediately via the hotline support service so that Orange can cancel the Access Codes. All use of Orange Wifi Access will remain chargeable **until Orange is asked to cancel the Access Codes.**
- 3.5 The level of encryption of the wireless channel may vary according to the functionality tiers introduced by Orange and the User's configuration profile. For some profiles, the wireless channel is not encrypted. In principle, communications established via Orange Wifi Access enjoy the same level of security as standard Internet communications.
- 3.6 To reinforce the level of security, Users may install security software on their own initiative, such as firewalls or VPNs (Virtual Private Networks). Orange is not responsible and shall not be liable for the operation of third-party security software.
- 3.7 Users acknowledge that absolute protection against intrusions or eavesdropping cannot be guaranteed.
- 3.8 Users are expressly reminded that the Internet and Wifi connections are not secure networks or a secure way to access the network. In these circumstances, it is Users' responsibility to take all appropriate measures to protect their own data and/or software, in particular from contamination by viruses that may travel over the Internet network or third-party intrusion into the system on their device or laptop PC for any purpose whatsoever, and to backup their device and/or laptop PC before and after setting up Orange Wifi Access.

4 Account Holder and User Responsibilities

- 4.1 Users shall not transmit over the Internet any information that is and shall not do anything which is prohibited, illicit, illegal, contrary to public decency or law and order or which is infringing, or likely to infringe, the rights of third parties. In particular, the User shall not infringe any rights such as confidentiality, privacy, intellectual property rights (for example, copyright or trade mark) or any other rights and shall not send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing. Further, Users shall not act in any way, whether knowingly or otherwise, which could affect or prejudice the quality of any communications service including but not limited to the Services.
- 4.2 Use of Services outside the UK may be subject to different laws and regulations that apply in that other country. The User is solely responsible for ensuring that it complies with such laws and regulations and Orange shall not be liable for a User's non-compliance with such laws or regulations.

- 4.3 Users shall comply with Orange's reasonable instructions including but not limited to instructions relating to health, security, safety or relating to the quality of any telecommunications service provided to the User.
- 4.4 Users shall not make any fraudulent, improper or excessive use of Orange Wifi Access, such as the voluntary or involuntary congestion of email servers and/or email inboxes by unsolicited commercial email (spamming, bulk e-mail, junk e-mail or mail bombing), or of the Orange Wifi Access network, or send messages that necessarily generate a substantial number of replies (teasing or trolling) and are therefore likely to disrupt the availability of said servers or network.
- 4.5 Users must not avoid user authentication or security of any host, network or online account ('cracking' or 'hacking') or interfere with Orange Wifi Access or any other user of the Internet.
- 4.6 User's shall not re-sell, re-supply or otherwise distribute Orange Wifi Access or Access Codes without the prior written consent of Orange.
- 4.7 Users are responsible for:
 - a) Ensuring that their equipment is compatible for use with Orange Wifi Access;
 - b) Connecting and using their equipment in accordance with all instructions, safety and security procedures relating to the equipment;
 - c) Ensuring that User equipment is technically compatible for use with Orange Wifi Access and is approved for such services under all relevant legislation and standards;
 - d) making their own back-up arrangements.
- 4.8 The Account Holder is responsible for procuring that its Users comply with these terms and conditions, and in particular this clause 4.

5 Content

- 5.1 In relation to use of the Internet, Users should be aware that data conveyed on the Internet may be protected by intellectual property rights for example, copyright and trade mark.
- 5.2 Users agree to only make authorised uploads and downloads of content through Orange Wifi Access. Users further agree that all content they transfer using Orange Wifi Access is their own or that they have been authorised expressly to distribute it using Orange Wifi Access. By submitting any content or material using Orange Wifi Access, Users are representing that they are fully entitled to do so.
- 5.3 Users should be aware of the nature and variety of content available over the Internet network and the fact that some content may be harmful or not suitable for minors.
- 5.4 Orange exercises no control over the content or the characteristics of the data received or transmitted by Users over its network and/or over the Internet network. However, to ensure the proper management of its Internet access system, Orange reserves the right to delete any message or bar any operation by Users likely to disrupt the proper operation of its network or the Internet network, or not complying with these terms and conditions and/or conditions for use of the Orange mobile network, relevant laws, ethical rules or the code of professional conduct.

6 Suspension and Termination

- 6.1 Orange reserves the right to modify, suspend or terminate Orange Wifi Access or access to Orange Wifi Access (or any part of it), without Users being entitled to claim any compensation whatsoever, at any time on reasonable notice.
- 6.2 In the event of a breach of any of the provisions of these terms and conditions and/or the terms and conditions relating to Orange's supply of network services, Orange may at its sole discretion suspend or terminate a User's use of Orange Wifi Access without notice. Generally, Orange will only terminate without notice if the breach is a material breach for example, where applicable laws or third party rights have been breached or a User's activities have adversely affected a person's interest or use of Orange Wifi Access, Orange's network and/or the Internet
- 6.3 In addition, Orange shall have the right to suspend or terminate a User's ability to logon to Orange Wifi Access in the event that Orange:
 - a) is notified by Internet users that the User has breached any Internet code of professional conduct or uses the Internet in a way that prejudices the rights of third parties, or which is contrary to public decency or law and order;
 - b) is notified by parties with a legal claim to rights that the User reproduces and/or disseminates data protected by an intellectual property right;
 - c) notes instances of hacking or attempts to make illicit use of the information circulating on the network, and stemming from the User's account.

7 Personal Data

- 7.1 "Personal Data" is defined by the Data Protection Act 1998.
- 7.2 Orange will deal with a User's Personal Data in compliance with the current UK data protection legislation. Please note that this does not apply to other companies' or organisations' websites to which Orange links.
- 7.3 By using Orange Wifi Access the User consents to the transfer of their information to countries which do not provide the same level of data protection as the UK if necessary for providing Orange Wifi Access.
- 7.4 Orange may gather data about the traffic generated by the User. Orange may subsequently store, retain and process the data about the calls made and by using Orange Wifi Access, the User signifies his/her acceptance of this.

8 Cookies

- 8.1 A cookie is a small, unique text file that is saved on a User's hard disk by a web site. The cookie is used by the web site to identify a User's computer whenever they visit that web site.
- 8.2 Cookies cannot be used to run programs or deliver viruses to a User's computer. Cookies can only be read by a web server from the same domain (e.g. orange.co.uk) that saved the cookie on the User's computer.
- 8.3 The purpose of a cookie is to tell the Web server that a User has returned to a specific Web page.
- 8.4 To disable cookies, find out which browser you are using and follow the instructions below.

8.5 Unfortunately, if cookies are declined, some of the interactive features of the Orange services or Web sites may not be available to you.

Microsoft Internet Explorer 6

Select 'Tools' from the main task bar then 'Internet Options'

Click on the 'Privacy' tab

Choose the level of cookie security you want, ranging from Block All Cookies, High, Medium High, Medium (default level), Low and Accept All Cookies.

For more detailed information on these options under Internet Explorer 6, please go to the URL below.

<http://support.microsoft.com/support/kb/articles/Q283/1/85.asp>

Microsoft Internet Explorer 5

Select 'Tools' from the main task bar then 'Internet Options'

Change to the 'Security' tab and click 'Custom Level'

Scroll down to the 'Cookies' section and set 'Disable'

Click 'OK'

Netscape Navigator 4

Select 'Edit' from the main task bar then 'Preferences'

Select 'Advanced' from the left hand menu

Select 'Disable cookies'

Click "OK"

9 Warranty and Liability

- 9.1 Orange Wifi Access is provided without any specific guarantees or warranties. Orange does not warrant or represent that Users will be able to use Orange Wifi Access at any time or from any location of their choosing.
- 9.2 Users also acknowledge that they have been fully informed of the lack of reliability of the Internet network, especially in terms of the absence of security in data transmission and the non-guarantee of volume and speed performances in data transmission.
- 9.3 Users acknowledge that they have been informed that there are no guarantees as to the integrity, authentication and confidentiality of the information, files and data of all types (credit card PIN, etc.) they may wish to exchange over the Internet network.
- 9.4 Therefore Users must not use the Internet network to transmit messages whose confidentiality requires a fail-proof guarantee.
- 9.5 Orange does not accept responsibility for any liability for costs or for loss whether indirect business revenue or profits, goodwill, contingent loss, damage to reputation, anticipated savings or wasted expenditure, corruption or destruction of data, or for any indirect or consequential losses arising from or in connection with use of, or inability to use or access or a failure, suspension or withdrawal of all or part of Orange Wifi Access at any time.
- 9.6 Orange will not be liable for any losses suffered if use of Orange Wifi Access is prevented or restricted or Orange is unable to perform an obligation due to factors outside its control including but not limited to Acts of God, technical breakdown, industrial action, default or failure of a third party, war, terrorist act, governmental action or by any act or decision made by a court of competent jurisdiction.
- 9.7 Orange will not be responsible for any misuse of Orange Wifi Access by Users or anyone else or for the disclosure of confidential information where Users have failed to take reasonable precautions to maintain the security requirements.
- 9.8 Orange shall not be responsible for the content accessible over the Internet network or the damage that may arise from its use, unless such damage was intentionally caused by Orange. Orange shall not be held responsible for the use made of any data and information Users may have released over the Internet network.
- 9.9 Orange shall not be responsible for any consequences of fraudulent, improper or excessive use of Orange Wifi Access by Users, such as in particular the voluntary or involuntary congestion of Orange's email servers or Users' email inboxes by unsolicited commercial email (spamming, bulk e-mail, junk e-mail or mail bombing), or of the Orange Wifi Access network, or the sending of messages that necessarily generate a substantial number of replies (teasing or trolling) and are therefore likely to disrupt the availability of said servers or network.
- 9.10 Further, Orange shall not be liable in the event:
 - a) Users use material not approved by Orange in writing;
 - b) that Orange Wifi Access is used by an unauthorised person following the disclosure, loss or theft of the Access Codes associated with Orange Wifi Access;
 - c) of service disruptions or outages;
 - d) of total or partial disruptions and/or unavailability, and/or the outage of all or part of the services offered on the networks operated by third-party operators.
- 9.11 Users will be liable for any loss suffered by Orange as a result of their breach of these terms and conditions.
- 9.12 Users will be liable without limit if grossly negligent or fraudulent.
- 9.13 Users are solely responsible for any direct or indirect damage, either material or immaterial, caused to third parties as a result of their own use of Orange Wifi Access.
- 9.14 Users will indemnify Orange and its third party Wifi partners against any loss, expense, damage, liabilities suffered and/or incurred by and claims or legal proceedings brought or threatened against Orange and/or any of its third party Wifi partners which arises from the User's use of Orange Wifi Access.
- 9.15 Neither party excludes liability for death or personal injury caused by their negligence.

10 Law

- 10.1 These terms and conditions shall be governed by and construed in accordance with English law and are subject to the exclusive jurisdiction of the English Court.
- 10.2 Any complaints about the performance of services or the sale of products over the Internet network shall be sent by Users directly to the content providers concerned.