

# WIGMORE HALL

## Guest wi-fi terms of use

When you use our wi-fi, you acknowledge that you agree to be bound by these terms of use and the [acceptable use policy](#). Please read this document carefully.

In providing this wi-fi service, we collect and process your data, as described in [Monitoring and Defence](#), below. Data is collected and processed in line with our privacy policy which can be found on our website at <https://wigmore-hall.org.uk/privacy-policy>.

Our public wi-fi is operated by the Wigmore Hall Trust, 36 Wigmore Street, London W1U 2BP.

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## Accessing our wi-fi

Our wi-fi is made available free of charge. We do not guarantee that the service will be uninterrupted and we may suspend, withdraw, discontinue, or change any or all parts of the service without notice.

We will not be liable to you if our wi-fi is unavailable, and you are responsible for making all arrangements necessary for you to gain access to our wi-fi.

## Acceptable use policy

This acceptable use policy sets out the terms between you and Wigmore Hall, under which you may access our wi-fi. This policy applies to all wi-fi users.

Your use of our wi-fi means that you accept and agree to abide by all the policies in this acceptable use policy, which supplement the terms of our guest wi-fi service.

## Prohibited uses

You may use our wi-fi only for lawful purposes. You may not use our wi-fi:

- in any way that breaches any applicable local, national, or international law or regulation
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- for the purpose of harming or attempting to harm any individual in any way
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as stated below
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- to knowingly transmit any data, send or upload any material that contains malware - 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

You also agree:

- not to access without authority, interfere with, damage, or disrupt:
  - o any equipment or network upon which our wi-fi is managed; or
  - o any equipment or network or software owned or used by any third party

## Content standards

These content standards apply to all material which you contribute to any system, service, application or platform accessed through our wi-fi (contributions).

You must comply with the spirit and the letter of the following standards. The standards apply to every part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts)
- be genuinely held (where they state opinions)
- comply with applicable law in the UK and in any country from which they are posted

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Contributions must not:

- contain any material which is defamatory of any person
- contain any material which is obscene, offensive, hateful, or inflammatory
- promote sexually explicit material
- promote violence
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- infringe any copyright, database right or trademark of any other person
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity
- be threatening, abuse or invade another's privacy or cause annoyance, inconvenience, or needless anxiety
- be likely to harass, upset, embarrass, alarm, or annoy any other person
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from Wigmore Hall if this is not the case
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

## Suspension and termination

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of our wi-fi. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our wi-fi, and may result in our taking all or any of the following actions:

- blocking of your device, either by an automated system or by our technical staff
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary
- we exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate

## Monitoring and defence

Traffic on the wi-fi network is logged, and security reports and alerts are checked regularly.

Unique identifiers for all devices connecting to our wi-fi, the endpoints to which they connect, and the amount of data transferred to and from those endpoints is recorded and monitored by our networking management systems and an artificial intelligence cybersecurity system. These systems work together to enable block all traffic from a device if that device's traffic exhibits signs

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of malicious intent and will block access to websites and applications which are known to fall into certain undesirable categories. We accept no responsibility for devices blocked because of 'false-positives'.

## Changes to this document

We may revise the terms and the acceptable use policy at any time by amending this document. You should therefore check this document when you use our wi-fi service.

## Uploading content

Whenever you upload content any content to any system, service, website or platform using our wi-fi (contribute), you must comply with the content standards set out in our [acceptable use policy](#).

You warrant that any such contribution complies with the content standards set out in our [acceptable use policy](#), and you will be liable to us and indemnify us for any breach of that warranty.

If you are a non-business user, you will be responsible for any loss or damage we suffer because of your breach of warranty.

Any content you upload to any system, service, website or platform using our wi-fi will be considered non-confidential and non-proprietary.

We have the right to disclose collected data which could expose your identity to any third party who is claiming that content posted or uploaded by you through our wi-fi constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our wi-fi.

## Malware - viruses, malicious software, cybercrime tools

We do not guarantee that our wi-fi will be secure or free from malware.

You are responsible for configuring your device, operating system, application software or platform(s) to access our wi-fi. You should use your own malware protection software.

You must not misuse our wi-fi by knowingly exploiting system vulnerabilities, introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our wi-fi, the server on which our wi-fi is managed or any server, computer or database connected to our wi-fi.

Whilst using our wi-fi, you must not attack any website, system or service or any other online entity using a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing personally identifiable data to them. In the event of such a breach, your right to use our wi-fi will cease immediately.

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## Third party links and resources

We have no control over the contents of any sites accessed through our wi-fi, other than through the use of content filters which prevent access to websites, services, platforms and applications that are known to fall into certain categories (e.g. illegal activities, hate speech, terrorism).

## Applicable law

If you are a non-business user, please note that these terms of use, their subject matter, and their formation, are governed by English law and you and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

If you are using our wi-fi for business, please note that these terms of use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law.

We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, any fraudulent misrepresentation, or any other liability that can't be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our wi-fi or any content on it, whether express or implied.

We will not be liable to any wi-fi user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our wi-fi; or
- use of or reliance on any content displayed on any device connected to our wi-fi

If you are a business user, please note that we will not be liable for:

- loss of profits, sales, business, or revenue
- business interruption
- loss of anticipated savings
- loss of business opportunity, goodwill, or reputation; or
- any indirect or consequential loss or damage

If you are a non-business user, please note:

- we only provide our wi-fi for domestic and private use.
- you agree not to use our wi-fi for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- we will not be liable 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, computer programs, data or other proprietary material due to your use of our wi-fi or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked to or accessed using our wi-fi. Such links should not be interpreted as endorsed by us. We will not be liable for any loss or damage that may arise from your use of them.