

RIVERDALE RURAL HOLIDAYS WI-FI ACCESS TERMS AND CONDITIONS

This Agreement sets out the terms and conditions on which wireless internet access (“the Service”) is provided free of charge to you as a guest of Riverdale Rural Holidays (“we”) in consideration of your custom.

1. Extent of the Service

i. We do not recommend in particular the use of any websites (or other internet related services (“Internet Services”)) and your use of Internet Services is carried out entirely at your own risk

ii. We have no responsibility for or control over the Internet Services you access and do not guarantee that any services are error or virus free

iii. We have no responsibility for or control over the information you transmit or receive via the Service

iv. Save for the purpose of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive

v. We do not guarantee the availability of the Service or the speed at which information may be transmitted or received via the Service or that the Service will be compatible with your equipment or any software that you use

vi. We do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service 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

vii. We reserve the right at all times to withdraw the Service, change the specification or manner of use of the Service, change access codes, user names, passwords or other security information necessary to access the Service.

2. Your use of the Service

i. You must not use the Service to access Internet Services or send or receive e-mails which:

a. are defamatory, threatening, intimidatory or which could be classed as harassment

b. contain obscene, profane or abusive language or material

c. contain pornographic material (that is texts, pictures, films, video clips of a sexually explicit or arousing nature)

- d. contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation
- e. contain material which infringe third party's rights (including intellectual property rights)
- f. in our reasonable opinion may adversely affect the manner in which we carry out our business or
- g. are otherwise unlawful or inappropriate

ii. Music, video, pictures, text and other content on the internet may be copyright works and you should not download alter e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you

iii. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any of the provisions of this agreement

iv. We recommend that you do not use the Service to transmit or receive any confidential information or data and should you do so you do so at your own risk.

v. The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 4.2 below.

3. Criminal Activity

i. You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence either in the United Kingdom or in any state throughout the world

ii. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, government agencies and other authorities

iii. You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

iv. You further agree that we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include but is not limited to disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise) and are entitled to provide by law to law enforcement authorities or rights-holder.

4. Other Terms

i. You agree to compensate us fully for any claims or legal action (including but not limited to legal costs) made or threatened against us by someone else because you have used the Service in breach of these conditions

ii. We have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct or indirect financial loss, loss of profit or revenue, time, anticipated savings of profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of information, loss arising from or in connection with use of the Service or inability to use or access the Service or a failure suspension or withdrawal of all or part of the Service at any time or for any other similar direct or indirect loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage

iii. We agree that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999

iv. This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English Courts.