



# 4GEE Public WiFi in a Box Solution Terms Annex to the EE Mobile Schedule

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in these Solution Terms have the meanings given to them in the General Terms, EE Mobile Schedule, Orders and EE Price Guide.

## Part A – This Solution

### 1 4GEE Public WiFi In a Box Solution

- 1.1 This Solution is provided in accordance with the Contract and the WiFi User Terms and Conditions.
- 1.2 BT will:
  - 1.2.1 maintain and support this Solution at each Hotspot which is switched on;
  - 1.2.2 provide you with access to the EE Public WiFi Support Desk during service hours to assist with problems with the Hotspot or the Solution; and
  - 1.2.3 provide you with access to a management portal to access a range of features, depending on the Service Plan ordered.
- 1.3 The Services outlined in Paragraph 1.2 are each described in more detail in the 4GEE Public WiFi In a Box Solution Description.
- 1.4 BT will only provide the Solution where an indoor 3G or 4G signal to the Hotspot is available.
- 1.5 BT may suspend or terminate this Solution or any Hotspot for technical, operational or other reasons.
- 1.6 BT will be the exclusive supplier of Hotspots at the Venues for the duration of this Solution.

### 2 Equipment

- 2.1 You may reject the Equipment by giving Notice of your rejection to BT within 10 Business Days after delivery, where the Equipment does not meet with the manufacturers' specifications. BT will assume that you accept the Equipment, if you do not give Notice of rejection within 10 Business Days of delivery.
- 2.2 BT will replace the Equipment if you reject the Equipment in accordance with Paragraph 2.1 (and BT does not dispute the rejection). This will be your only remedy in relation to the rejected Equipment.
- 2.3 BT may, at its own expense, install upgraded Equipment, or upgrade the Mobile Network at any time to ensure that it provides a good quality of service to Users.
- 2.4 BT will comply with reasonable health and safety and security policies that you bring to BT's attention in advance while completing Installations at a Venue.
- 2.5 You will obtain and will comply with all necessary and appropriate authorities, licences, and consents, to allow BT to install the Equipment.
- 2.6 You will ensure that any Site agreed for Installation is safe.

### 3 Registration Page

BT may, at any time and without liability, vary elements of the Registration Page of a EE Branded Solution (including functionality or appearance).

### 4 Data Protection

- 4.1 The Customer agrees that EE is the sole Data Controller of the Registration Data in respect of its provision of the Solution to Registered Users.
- 4.2 In respect of the Co-Branded Solution, and without limiting your other obligations under these Solution Terms, each of us will ensure that, when processing the Registration Data, each of us will comply with the provisions of the WiFi User Terms and Conditions and the WiFi Privacy Policy (where you have purchased In-Venue Registration Data).
- 4.3 In respect of the Co-Branded Solution, you will not:
  - 4.3.1 use the Registration Data or In-Venue Registration Data except as expressly permitted by the WiFi Privacy Policy and Consents; or
  - 4.3.2 disclose or provide access to the Registration Data or the In-Venue Registration Data to any third party (except to service providers acting on your behalf as Data Processors and to your Affiliates).



- 4.4 You will be liable for your service providers' and Affiliates' processing of the Registration Data and you will ensure that your service providers and Affiliates process the Registration Data in accordance with these Solution Terms.
- 4.5 In respect of the Co-Branded Solution, where you use Registration Data or In-Venue Registration Data for marketing, analytics or other purposes, you will:
- 4.5.1 comply with Data Protection Legislation and provide Users with the ability to opt out of receiving marketing communications from you in each marketing communication;
  - 4.5.2 record and promptly respect Users' requests to opt out in accordance with best industry standards or BT's reasonable request;
  - 4.5.3 promptly inform BT in writing to [wifi-in-venue-opt-out@ee.co.uk](mailto:wifi-in-venue-opt-out@ee.co.uk) if a Registered User makes a request to opt out of Venue-based Marketing;
  - 4.5.4 comply with the WiFi Privacy Policy; and
  - 4.5.5 indemnify and keep BT indemnified against any loss, damage or claim that may be brought against BT in connection with your use of the Registration Data or the In-Venue Registration Data (or use of the Registration Data or In-Venue Registration Data on your behalf), or resulting from you sharing that information with your Affiliates or service providers.
- 4.6 You will not use or allow any use of the Registration Data which damages (or could damage) BT's reputation.
- 4.7 In respect of the Co-Branded Solution, each of us will provide the other with reasonable assistance in relation to any request or communication by a Data Subject or lawful authority in connection with the Processing of the Registration Data under these Solution Terms.
- 4.8 In respect of the Co-Branded Solution and without limiting your obligations at Paragraph 4.3, we will both implement appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful access, loss, destruction, theft, use, disclosure or processing of Registration Data. We will both promptly notify the other in writing if either of us knows about any accidental or unauthorised access or use of Registration Data.
- 4.9 In respect of the Co-Branded Solution, you are responsible for backing up all Registration Data provided to you in accordance with these Solution Terms.
- 4.10 BT may, where permitted by law, make available to you anonymised and aggregated data relating to the use of the Solution by Users at the Venue(s). BT may impose additional Charges for this.

## 5 Charges

- 5.1 EE will invoice you for:
- 5.1.1 the Subscription Charges, from the point of activation of each SIM Card; and
  - 5.1.2 the Installation Charges, on your first invoice.
- 5.2 The Installation Charges and the Subscription Charges for this Solution do not contribute towards your Minimum Spend obligation in the Contract.

## 6 Your Obligations

- 6.1 You will:
- 6.1.1 install the Equipment in accordance with BT's reasonable instructions (unless you have purchased Installation services from BT);
  - 6.1.2 allow BT to control the Installation;
  - 6.1.3 co-operate with BT and its third parties in all matters relating to the Installation, configuration, maintenance, operation, use and marketing of the Hotspot(s), Equipment or BT services;
  - 6.1.4 provide BT with exclusive use of and access to the Equipment in each Hotspot for the period that BT provides this Solution to that Hotspot;
  - 6.1.5 allow BT to operate the Hotspot in a similar manner to other Hotspots in the Mobile Network;
  - 6.1.6 obtain and maintain all necessary third party permissions or rights to provide this Solution in each Hotspot;
  - 6.1.7 provide electricity at your own expense to each item of the Equipment, where necessary for the operation of the Hotspot, in accordance with the 4GEE Public WiFi In a Box Solution Description;
  - 6.1.8 not modify, repair or carry out any work on Equipment (or permit the same);
  - 6.1.9 not use (or permit use of) the Equipment for any purpose other than the provision of the Solution in accordance with these Solution Terms;
  - 6.1.10 allow BT, upon reasonable notice and with prior agreement (which you will not unreasonably withhold or delay) access to the Hotspots;



- (a) to inspect, maintain, test or remove the Equipment, the Customer Equipment or the Hotspot; or
  - (b) to measure quality of service or conduct other reasonable research relating to the Solution;
- 6.1.11 except in relation to applications for your internal business purposes (including connectivity for ePos systems) which are already in use at the Service Start Date, not enter into any agreement with any third party for the promotion or provision of any services similar to the Services provided by this Solution without BT's prior written approval;
- 6.1.12 allow BT to publicise the availability of this Solution in the Venue;
- 6.1.13 not do, nor allow any other party to do, anything that:
- (a) does not comply with Applicable Law or any relevant code of practice; or
  - (b) is in any way unlawful, or may damage or adversely affect BT's brand or reputation (including uploading images or text to the Registration Page in a Co-Branded Solution that could be deemed offensive or inappropriate);
- 6.1.14 indemnify BT up to the full replacement value against fire, theft, damage or vandalism to the Equipment while the Equipment is hosted at a Site;
- 6.1.15 apply the WiFi Data Capping feature available as part of this Solution;
- 6.1.16 be responsible for any out-of-bundle Charges that may be incurred where you have not enabled the WiFi Data Capping feature; and
- 6.1.17 report any faults by telephone to the EE Service Desk using the telephone number provided in the 4GEE Public WiFi In a Box Solution Description.

### 7 The End of this Solution

- 7.1 This Solution is subject to a Minimum Term.
- 7.2 BT may require you to return all Equipment to BT at your own expense at the end of this Solution.
- 7.3 You will pay EE Termination Charges, as calculated below, in addition to any other payments due to BT or EE under the Contract, if you terminate this Solution before the end of the Minimum Term:  
*Subscription Charges x number of months remaining in the Minimum Term.*

### 8 Technical Support

- 8.1 Contact details for BT's support teams are set out in the 4GEE Public WiFi In a Box Solution Description.
- 8.2 BT will not provide technical support to Users of this Solution.
- 8.3 BT will use reasonable endeavours to respond to faults within the target response time set out in the 4GEE Public WiFi In a Box Solution Description. While BT waits for your or your supplier's response or action, the target response time is suspended. BT will keep you informed of any changes to the fault response timescales and the target response time ends when BT reports that this Solution is fully restored.
- 8.4 BT may charge you on a time and materials basis (at the rates applicable at the time) plus expenses where you require assistance to correct a fault at a Hotspot that has arisen due to your negligence or mistreatment of any equipment needed for the Hotspot to operate.

### 9 Other Terms

- 9.1 BT may charge for additional site visits where you refuse to accept, or are not available for, a scheduled site visit that results in an Installation not being completed within the allotted time.
- 9.2 This Solution does not support voice over WiFi calls.
- 9.3 Emergency services cannot be accessed using this Solution and BT accepts no responsibility for the handling of emergency calls. Paragraph 6.6 of the EE Mobile Schedule does not apply to this Solution.
- 9.4 BT will provide categorisation-based content filtering of content suitable for individuals over the age of 18 as standard.
- 9.5 BT will not be liable to you where this Solution malfunctions due to factors beyond BT's or its third party suppliers' reasonable control (including due to a fault, delay or disruption in the telecommunications equipment or network availability, misuse or malfunction of equipment or services).
- 9.6 BT owns all Intellectual Property Rights subsisting in or created by the Registration Data by or on behalf of BT pursuant to this Solution.
- 9.7 BT grants you a perpetual, non-transferrable, non-exclusive licence to use the Registration Data that BT provides to you in accordance with this Solution, as long as you comply with these Solution Terms (including payment of the Charges).
- 9.8 BT owns all rights (including Intellectual Property Rights) in the configuration and design of the WLAN.



9.9 BT may reset the WLAN to its default settings on termination.



## Part B – Defined Terms

### 10 Defined Terms

In addition to the defined terms in the General Terms, EE Mobile Schedule, Orders and EE Price Guide, capitalised terms in these Solution Terms will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, EE Mobile Schedule, Orders or EE Price Guide, these defined terms will take precedence for the purposes of these Solution Terms):

“**Co-Branded Solution**” means a version of this Solution where the SSID is customised with your name of choice powered by EE, and the Registration Page is Customer and EE branded in a form agreed between both of us.

“**Consent**” means active consent by a User to Venue-based Marketing in the form of ticking (or un-ticking) a box next to the WiFi Privacy Policy.

“**EE Branded Solution**” means a version of this Solution where the SSID is branded ‘EE WiFi’ and the Registration Page is fully EE branded.

“**Hotspot**” means a location where this Solution is provided to you through Equipment Connected over the Mobile Network to BT’s data centre.

“**Installation**” means installing Equipment at the Venue(s).

“**In-Venue Registration Data**” means real time data collected for a Venue which BT will supply to you if you select it as an additional service. For each Registered User who Consents to Venue-based Marketing and whose device has WiFi functionality enabled while at a Venue you will receive: the User’s name, email address, phone specification and mobile phone number, the relevant Venue identification, date and time, entry type (entry or exit), Registered User type (new or existing) for each visit to a Venue.

“**Registration Page**” means the web page which will be initially viewed by all Users and will offer the User the option to become a Registered User and log on to the Hotspot.

“**Registered User**” means a User who has accepted the WiFi User Terms and Conditions.

“**Registration Data**” means data provided by Users at the point of registration for access to this Solution, including their name, email address and mobile phone number.

“**SSID**” means ‘service set identifier’, used to differentiate one WLAN from another.

“**Minimum Term**” means 24 months from the date of Connection of this Solution, or such other period as may be specified in the Contract.

“**Venue**” means a place, which may be a Site, in which the Hotspot is located.

“**Venue-based Marketing**” means the practice of undertaking marketing activities based on the In-Venue Registration Data and which are permitted by the WiFi Privacy Policy in respect of Registered Users who have provided their Consent.

“**WiFi Data Capping**” means your ability to apply a pre-defined limit to the amount of data (download and upload) that will be used by the router in any single billing cycle.

“**WiFi Privacy Policy**” means the WiFi Privacy Policy presented to Users on the Registration Page and which is attached at Appendix 2 to the 4GEE Public WiFi In a Box Solution Description, which BT may vary from time to time.

“**WiFi User Terms and Conditions**” means the terms and conditions for use and access to the WLAN which are presented to Users on the Registration Page and which is attached at Appendix 1 to the 4GEE Public WiFi In a Box Solution Description (in the form to be used in the Co-Branded Solution), and at Appendix 2 to the 4GEE Public WiFi In a Box Solution Description (in the form to be used in the EE Branded Solution). BT may vary both of these from time to time.

“**WLAN**” means wireless local area network.