



WiFi Hotspot Terms and Conditions

IMPORTANT:

You must read these terms and conditions of this agreement before you access and use the Hotspot. By accessing and using the Hotspot you agree to be bound by the terms and conditions set out below. If you do not wish to be bound by these terms and conditions you may not access or use the Hotspot.

Definitions

"Information" means all material delivered by FleetConnect Ltd through this Wi-Fi hotspot (the "Hotspot"). "FleetConnect Ltd" is a trading name of ComsConsult Technologies Ltd and references to FleetConnect Ltd are references to ComsConsult Technologies Ltd. "User" means you, the Hotspot end-user. "Contract" means this Hotspot agreement.

Warranty

The Hotspot is provided on an "as is" and "as available" basis and FleetConnect Ltd makes no warranties or representations whether express or implied in relation to the Information, including implied warranties or conditions of completeness, accuracy, satisfactory quality or fitness for a particular purpose.

Liability

The User agrees that, except for death and personal injury arising from the negligence of FleetConnect Ltd, FleetConnect Ltd shall not be liable in contract, tort, negligence, statutory duty or otherwise for any loss or damage whatsoever arising from or in connection with this Contract, including damage for loss of business, loss of profits, business interruption, loss of business information or any other pecuniary loss (even where FleetConnect Ltd has been advised of the possibility of such loss or damage).

The Hotspot

The User acknowledges: - (a) that it is technically impossible to provide the Hotspot entirely free of faults and that FleetConnect Ltd does not undertake to do so; (b) that faults may lead to temporary unavailability of the Hotspot; and (c) that the operation of the Hotspot may be adversely affected by conditions and performances outside FleetConnect Ltd's control, including transmission, telecommunications links between FleetConnect Ltd and Users, between different parts of FleetConnect Ltd, and between FleetConnect Ltd and other systems and networks.

Third Party Information

The User further acknowledges that some of the Information, for example software, is supplied to FleetConnect Ltd (directly and indirectly) by third parties and accordingly FleetConnect Ltd can offer no warranty of whatever nature in relation to such Information.

Use of the Hotspot/Indemnification

The User undertakes:-

1. not to use the Hotspot for any unlawful purpose;
2. that it shall not make any use of the Hotspot such that the whole or part of the Hotspot is interrupted, damaged, rendered less efficient, or the effectiveness or functionality of the Hotspot is in any way impaired;
3. not to use the Hotspot for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character or in such a way as to cause annoyance, inconvenience or needless anxiety;

4. not to use the Hotspot in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including rights of copyright or confidentiality);
5. that it shall not use the Hotspot to transmit any material for the purposes of publicity, promotion and/or advertising without the prior written consent of FleetConnect Ltd unless such transmission has been specifically requested by another user of the Hotspot; and
6. that in the event that it has any right, claim or action against any other user arising out of the use of the Hotspot then it shall pursue such right, claim or action independently of, and without recourse to, FleetConnect Ltd.

The User will indemnify and defend FleetConnect Ltd against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of this Contract or any Use of the Hotspot by the User. The User acknowledges that FleetConnect Ltd has no control over the nature or content of information or programs transmitted or received by the User using the Hotspot and that FleetConnect Ltd does not examine in any way the use to which the User puts the Hotspot. The User agrees to fully indemnify FleetConnect Ltd against any claims or legal proceedings arising in connection with User's use of the Hotspot, which are brought or threatened against FleetConnect Ltd by any other person.

Intellectual Property

The User acknowledges that all copyright, trademarks and all other intellectual property rights in the Hotspot shall remain vested in FleetConnect Ltd or its licensor.

Suspension and Termination

FleetConnect Ltd shall have the right to immediately terminate this Contract and/or suspend the Hotspot if the User commits a breach of the Terms and Conditions.

User Data

FleetConnect Ltd reserves the right to include the name, address and other relevant information relating to the User in a directory for the use of FleetConnect Ltd users or other third parties, unless specifically requested by the User in writing not to do so.

FleetConnect Ltd cannot guarantee the security or privacy of the Hotspot and any information or communication to or from the Hotspot by the User.

Changes to the Terms and Conditions

FleetConnect Ltd reserves the right to change these terms and conditions from time to time by placing a note of such change in this file. The User's continued use of the Hotspot following notice of such change shall be deemed to be the User's acceptance of any such change. It is the User's responsibility to check this file regularly to determine whether this Contract has been changed. If the User does not agree to any change to the terms and conditions of this Contract then the User must immediately stop using the Hotspot.

Severability

Each provision of this Contract excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the termination of this Contract howsoever occasioned.

No Waiver

No waiver by FleetConnect Ltd shall be construed as a waiver of any breach of any provision of this Contract.

Choice of Law

Irish law shall govern this Contract and the parties hereby irrecoverably submit to the exclusive jurisdiction of the Irish Courts.

Please take care of your wireless device. FleetConnect accepts no responsibility for loss or damage.