

IT & TELECOMMUNICATIONS TERMS

PLEASE READ THESE TERMS CAREFULLY

1. WHAT'S IN THESE TERMS?

These terms tell you the rules for using our telecommunications equipment and accessing the internet through either our WiFi Network or our Wired Network (or both). Your use of the Service is also subject to the terms of your Member Agreement or guest registration, together with our other rules and policies notified to you from time to time.

2. WHO ARE WE AND HOW TO CONTACT US

2.1 We are THIS Group Limited (**We, us or our**). We are registered in England and Wales under company number 10341624 and have our registered office at 90 Walcot Street, Bath BA1 5BG.

2.2 We are a limited company.

2.3 Please refer to your Member Agreement or your host's Membership Agreement for our contact information.

3. ACCEPTING THESE TERMS

3.1 Before you can use the Service, you must agree to comply with these terms. If you do not agree to these terms, you may not use the Service.

3.2 We recommend that you print or save a copy of these terms for future reference.

4. THE PROVISION OF THE SERVICE

4.1 We shall provide the Service in accordance with, and subject to, these terms.

4.2 To enable you to use the Service:

- (a) we shall provide you with an access code which you must use only in accordance with the provisions of these terms;
- (b) the Wired Network and WiFi Networks are made available as universal networks. That is, access will be maintained on the basis of information about your device that we capture during initial registration. If you change your device or introduce a new device, you will need to register that device by using the access code we give you.

4.3 You must treat any username, password or any other information which forms part of our security procedures as confidential (**Security Information**) and you must not disclose it

to any third party. You will be liable for any loss or damage arising out of the disclosure of any Security Information.

- 4.4 We have the right to disable any access code, username, password or other information we provided at any time if, in our opinion, you fail to comply with any of the provisions of these terms.

- 4.5 From time to time we may:

- (a) (for operational reasons), change access codes, usernames, passwords or other security information necessary to access the Service or change the technical specification of the Service;
- (b) issue instructions we believe are necessary for reasons of health, safety, security or the quality of any telecommunications service provided by us. You must comply with our instructions;
- (c) temporarily suspend the Service because of an emergency or for operational maintenance or improvements or for the purpose of ensuring network or information security. In such cases, we will aim to restore the Service as soon as reasonably practical and we will always try to give you as much notice as possible of any emergency or scheduled suspension of the Service.

- 4.6 We do not guarantee that products or services or any websites accessible via the Service are error or virus free, and dealings that you may have with promotions, services or merchants via the Service are solely between you and the person with whom you are dealing.

- 4.7 We do not warrant or guarantee the performance of the internet or that the transmission of information over the internet will be secure or that the internet will be accessible at all times or at any particular speed.

5. CONNECTION OF EQUIPMENT TO THE SERVICE

- 5.1 You must ensure that any equipment you use to connect to or use the Service is connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment and/or the standards that we may notify to you from time to time.

- 5.2 IP addresses are normally assigned on a dynamic basis and we do not represent, warrant or guarantee that you will be assigned the same (or similar) IP address between sessions. We can provide a static IP address on request – additional charges will apply.

6. ACCESS

We provide the Service either by connection to the Wired Network or via WiFi Access Points. Because the Wired Network and WiFi Access Points are provided by third party

suppliers, we do not represent, warrant or guarantee that you will be able to access the Service or that the Service will continue to be available or interruption-free.

7. USE OF THE SERVICE

- 7.1 You may access the Service in accordance with these terms for your business use.
- 7.2 You shall not do anything that is likely to adversely interfere with the provision of the Services. In order to optimise the Services, you may not use any firewall, router, gateway, hub, switch, splitter, access point or bridge (or similar) **(Devices)** without our prior written consent, and you must not make unrealistic demands on the Wired Network or WiFi Network.
- 7.3 We may allow you to install Devices, but this is at our discretion and subject to additional charges. Please contact the on-site management team if you wish to discuss this.
- 7.4 We will notify you of any claims or legal proceedings which are brought or threatened against us by a third party because of your use of the Service, and we will keep you informed of the progress of these claims or proceedings and have due regard to any representations you want to make. We may, and you agree that we may, notify your Member Organisation or host.

8. SUSPENSION AND TERMINATION OF THE SERVICE

- 8.1 We have the right to suspend or terminate access to the Service immediately in the event of a breach by you of any of the provisions of these terms including without limitation:
 - (a) if you use equipment which is defective or illegal;
 - (b) if you cause any technical or other problems, whether temporary or permanent, to the Wired Network or WiFi Network;
 - (c) if in our reasonable opinion you are involved in fraudulent or unauthorised use of the Service.
- 8.2 We may also prevent you from continuing to use the Service if you have used the Service:
 - (a) in a way that is likely to adversely interfere with our ability to provide the Service to you or any third party;
 - (b) in a way that is incompatible with generally accepted business use (in our discretion) or applicable law; or
 - (c) to view, stream or download content that is explicit, illegal, immoral, offensive or otherwise inappropriate, in each case as we determine (in our discretion).
- 8.3 We will terminate the Service immediately upon termination of your Member Agreement or guest registration, for whatever reason.

9. CONSEQUENCES OF TERMINATION

- 9.1 Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 9.2 Termination shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these terms which existed at or before the date of termination.

10. LIMITATION OF LIABILITY

- 10.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you in respect of:
- (a) any breach of these terms however arising;
 - (b) any use made by you of the Service, or any part of it; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 10.3 We will indemnify you for direct damage to tangible property to the extent that it is shown to have been caused by our negligence in connection with the provision of the Service.
- 10.4 Nothing in these terms excludes liability for:
- (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) breach of section 2 of the Consumer Protection Act 1987; or
 - (e) the deliberate default or wilful misconduct of us, our employees, agents or subcontractors.
- 10.5 Subject to condition 10.3 and condition 10.4:
- (a) we will not be liable under any circumstances to you whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
 - (i) loss of profits;
 - (ii) loss of business
 - (iii) depletion of goodwill or similar losses;
 - (iv) loss of anticipated savings;
 - (v) loss of goods;

- (vi) loss of contract;
- (vii) loss of use of Service;
- (viii) loss or corruption of data or information; or
- (ix) special, indirect, consequential or pure economic loss, costs, damages, charges or expenses,

suffered by you that arises under or in connection with these terms, provided that this clause 10.5 shall not prevent claims for loss of or damage to tangible property that fall within the terms of clause 10.3 or any other claims for direct financial loss that are not excluded by any of categories (i) to (viii) inclusive of this clause 10.5(a);

- (b) our total liability under this sub-clause including all related costs, fees and expenses and whether arising in contract, negligence or other tort or otherwise howsoever arising will not under any circumstances cumulatively exceed an aggregated amount of £1,000.
- 10.6 We shall not be held responsible for any loss, damage or inconvenience you may suffer for emergencies or scheduled maintenance.
- 10.7 For the loss of data resulting from a deficiency occurrence, we shall only be liable to the extent you backed up your data at intervals adequate to the applications (though at least once per day) in a suitable form so that this data may be restored at reasonable expense.

11. PRIVACY AND DATA PROTECTION

- 11.1 We shall process all information about you (including all the personal data provided by you to us) in accordance with our Privacy Policy. You warrant that you agree to the provisions of our Privacy Policy, that you consent to the processing of your personal data in accordance with the provisions of our Privacy Policy and otherwise in accordance with applicable law, and that all data provided by you is true, complete and accurate.
- 11.2 While we agree to take all reasonable technical and organisational steps to ensure the security of the Service, we are not responsible for the accidental loss or destruction of any personal data you transmit using the Service and we exclude all liability of any kind in relation to the content, loss, destruction or security of personal data and all other data that you send or receive through the Service.
- 11.3 You agree, acknowledge and warrant that we may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, you agree:
- (a) that we (and our relevant third party suppliers) may implement and maintain an interception capability suitable to meet these requirements where we (or they) are obliged by law to ensure or procure that such a capability is implemented and maintained;

- (b) that we (and our relevant third party suppliers) may implement and maintain a data retention capability for the Service to meet requirements where we (or they) are obliged by law to ensure or procure that data is retained; and
- (c) we (and our relevant third party suppliers) may at all times co-operate with law enforcement authorities in the investigation of any suspected or alleged illegal activity by you.

12. VARIATIONS

We have the right to revise and amend these terms from time to time. We will give you reasonable notice of any material revision or amendment.

13. FORCE MAJEURE

13.1 Force Majeure Event means any circumstance not within our reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service.

13.2 Provided we have complied with clause 13.3, if we are prevented, hindered or delayed in or from providing the Service by a Force Majeure Event, we shall not be liable for any such failure or delay in the provision of the Service.

13.3 We shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify you of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on our ability to provide the Service; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the provision of the Service.

14. WHAT LAW APPLIES?

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England. The courts of England shall have exclusive jurisdiction.

Interpretation

Connection Point:	each physical location offering access to the Service via the Wired Network.
Member Agreement:	the principal agreement made between your Member Organisation, whether you are an employee or guest of that Member Organisation, and us governing the basis on which its members and guests may use the Premises.
Member Organisation:	has the meaning given in the Member Agreement.
Premises:	the THIS Workspace premises occupied by you pursuant to the relevant Member Agreement.
Service:	the provision of telecommunications equipment and services (including voicemail) and access to the internet via the WiFi Networks and Wired Networks operated by us (or on our behalf by our third party suppliers).
WiFi:	the wireless fidelity technology based on the IEEE 802.11 standards, which allows WiFi-enabled devices to connect to the internet when within range of a WiFi Network.
WiFi Access Points:	each physical location of the radio access points offering access to the Service via the WiFi Network.
WiFi Network:	a network consisting of one or more WiFi Access Points.
Wired Network:	a network consisting of one or more Connection Points accessible via telecommunications equipment or Ethernet cable.