

LSEr WiFi TERMS AND CONDITIONS

IMPORTANT:

This document sets out the terms and conditions for the provision of a Wi-Fi service and associated support services ("the service") by LSEr ("London South Eastern Railway", "we" or "us") to the general public.

Please read the following important terms and conditions before you register for WiFi services from us and check that they contain everything which you want and nothing that you are not willing to agree to.

1. The agreement between you and us.

1.1 LSEr offers to provide you with access to the internet via our Wi-Fi network, subject to you accepting these terms and conditions in full. The service includes the provision of support services by a third party. The third party details are: Icomera, Victory House, Chatham, Kent, ME4 4QU. 1.2 By using the service you agree to be bound by these terms and conditions in full. 1.3 From time to time we may modify the terms and conditions for using the service. By using the service you agree to be bound by the terms and conditions as they stand at any particular point in time while you are using the service.

2. The service

Our WiFi will enable:

- Emails (without large attachments)
- Surfing the Internet
- Connectivity for smart phone/tablet apps
- On-train stored content such as basic travel and timetable information
- A daily free usage of 50mb per passenger

Our WiFi will not enable, some of these will be blacklisted:

- Watching movies, TV or YouTube videos. These will be on a blacklist.
- Downloading large files
- High speed bandwidth
- Opening emails with large attachments
- Viewing any adult or illegal content

2.1 To use the service you must have suitable Wi-Fi enabled equipment with appropriate software ("equipment" or "device"). You are responsible for providing this equipment if you wish to use the service. You are responsible for ensuring the compatibility of your equipment with the service. The specification and condition of your equipment may affect your experience of the service. You accept the risk of any failures to your equipment as a result of using the service.

2.2 The service is available to you when your device is within range of our Wi-Fi system. The Wi-Fi system is installed onboard certain LSER trains and consequently you may be within range when you're nearby a train with our Wi-Fi system, such as when you're onboard another train or when you're in a station.

2.3 We cannot guarantee availability of the service and may need to withdraw or reduce the availability of the service from time to time. We cannot guarantee the service is fault free or fit for any particular purpose. In particular, service may be affected when many people are using it at once. Please note that the service is unlikely to be as quick as 4G mobile phones.

2.4 The service and speed of data transmission can be affected by numerous factors for example the quality of the signal from local mobile telephone network transmitters and receivers. Interruptions to the service can be expected when the train goes through tunnels or other features which block these signals. The accuracy and timeliness of data sent or received cannot be guaranteed. By using the service, you accept that delays or omissions may occur when sending and receiving data, including emails.

2.5 The WiFi services are public and are not a secure means of communication and any information that you supply to any third parties when using the WiFi services may not be kept confidential. Therefore, you should not use the WiFi services in connection with any material that you regard as being confidential, commercially sensitive or valuable (We will not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such Unwanted Contributions. By using the service, you assume all responsibility and risk for use of the service.

2.6 Support services are available to you via telephone if you are having difficulties using the service. These support services are provided to us by a third party and we cannot guarantee their availability or that they will successfully resolve your difficulties. They can be contacted by calling 0208 028 0393, email southeastern.support@icomera.com or use the contact details provided on the WiFi landing page.

2.7 The WiFi service is provided to you free-of-charge; however, any telephone calls you may make to the telephone support line may be chargeable. We reserve the right to change our pricing structure from time to time.

2.8 If we suspect you are not complying with these terms and conditions or are attempting to transmit a virus or similar program or file, we reserve the right to immediately, and without notice, suspend your access to the service.

2.9 We cannot guarantee that any particular virtual private network will be compatible with the service.

3. Your conduct

3.1 The service is provided on the basis that you use it responsibly. You accept that there may be children or vulnerable people nearby who can see or hear how you are using the service and that you may have to restrict your use as a result.

3.2 You must not use the service for anything unlawful, immoral, or improper. This includes but is limited to - not accessing any violent, pornographic or illegal material, not doing anything to promote such material or any activity that is illegal; not using it to make inappropriate communications which include, but are not limited to, anything which is invasive of another party's privacy, infringes another party's rights, is harmful, threatening, harassing, or has fraudulent purposes.

3.3 You agree that you will stop using, or modify your use of the service if requested to do so by any employee of LSER.

3.4 You agree that while using the service you will not disturb other people nearby with excessive noise, alarming imagery, threatening behavior or sudden movements.

3.5 You agree not to send or receive data, files or programs that may be harmful in any way to the service or to the equipment other people are using to access the service. not introduce or transmit any malware into our systems or those of any third parties; use deceptive marketing techniques or spam.

3.6 We and our licensors reserve all our intellectual property rights in the WiFi services. You agree not to attempt to modify the service in any way. Nothing in this contract grants you any rights in the WiFi services other than as is necessary to enable you to access and use the WiFi services.

3.7 You agree not to infringe upon the privacy of others while using the service. This includes the transmission of still or moving imagery of other people nearby.

3.8 You accept that we may restrict access to specific websites or content genres at our discretion. You accept that we may modify these restrictions from time to time.

4. Content disclaimer

4.1 LSER does not control, nor is it in any way liable for, data or content that you access or receive via the service. You accept that we are not responsible for restricting access to data or content that may offend or upset you.

4.2 LSER is not responsible for managing or screening any data or content sent or received while using the service.

4.3 LSER is not responsible for any third party breaches to this agreement, whether or not that party has agreed to the terms of this agreement.

5. Liability **Limit on our responsibility to you**

5.1 We are only liable to you as set out in this agreement. We have no other duty or liability to you, except for any legal responsibility that we cannot exclude at law (such as death or personal injury or any legal rights under the Consumer Rights Act 2015 (known as Statutory rights). You may also have other rights at law.

5.2 We are not liable to you in any way for any loss of income, loss of business or profits, consequential losses, or for any loss that was not reasonably foreseeable at the time you entered this agreement. Specifically, we shall not be liable for any deficiency in performance caused in whole or in part by any act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, network problems, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond the control of LSER.

5.3 We do not promise that the WiFi services fulfil the above criteria at all times or are or remain free from any malware free from any bugs, errors or omissions

5.4 Relevant United Kingdom law will apply to this contract.

5.5 We may suspend or terminate the operation of the WiFi services at any time at our reasonable discretion (such as for maintenance work) although we will make reasonable efforts to let you know if we are going to suspend or terminate the WiFi services except where we have to suspend or terminate the WiFi services in an emergency hostile messages

5.6 Any reliance that you may place on any information accessed through using the WiFi services is at your own risk. You should make all such reasonable enquiries as are necessary (including with any qualified third parties) and take all such reasonable steps to protect yourself if you wish to rely on any information.

Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the WiFi service, our service to you or any other matter please contact us as soon as possible. Our Customer Services team can be contacted on 0345 322 7021 (calls are charged at local rate and may be recorded). The Third Party Provider (Icomera) should be contacted in relation to any technical issues on 0208 028 0393, email southeastern.support@icomera.com or use the contact details provided on the WiFi landing page 'Contact us' section. If we cannot resolve a dispute using our internal complaint handling procedure, we will: let you know and provide you with certain information required by law, If you are not satisfied with the outcome of our internal dispute resolution process and want to use Alternative Dispute Resolution (ADR), Transport Focus and London Travelwatch provide an appeal service for rail passengers and we will participate in that process. Further details about how to complain can be found at http://www.londontravelwatch.org.uk/complaints/appealing_london_travelwatch and <http://www.transportfocus.org.uk/advice-and-complaints/rail-complaints/> Ombudsman Services (www.ombudsman-services.org) also provides ADR services to the rail industry, but we do not participate in their process and so they will not be able to adjudicate on your complaint.

Third party rights

No one other than a party to this contract has any right to enforce any term of this contract

Personal Details

We will only use your details (including things like your email address and cookies from the websites you visit) for the performance of this agreement,

to protect our legitimate legal interests and as required by law. This includes use by our Group Companies and contractors. The third party supplier agrees in their terms and conditions with us to only use your details for the same reasons.