



1. Interpretation

1.1 The 4GEE Public WiFi In A Box from EE Solution (referred to in these Solution Terms as "**4GEE WiFi**" or the "**Solution**") is provided in accordance with the Customer's Agreement with EE.

1.2	Solution Description	The 4GEE Public WiFi In a Box Solution Description forms part of these Solution Terms.
1.3	Statement of Requirements	No statement of requirements is associated with this Solution. The Customer will be required to sign a technical specification document to confirm they understand the Solution's capabilities.

2. Definitions

The definitions set out in the General Terms and Conditions for Business Customers apply to this Solution except where amended below or in the Solution Description.

Approved Equipment	Equipment supplied by EE for use with the Solution.
Backhaul	The Network as defined in the General Terms and Conditions for Business Customers.
Data Processor	Shall have the meaning given in the Data Protection Act 1998.
EE Installer	A person suitably qualified to complete Installation for or on behalf of EE.
EE WiFi Privacy Policy	The EE WiFi privacy policy which is presented to Users on the Landing Page in the EE Branded Solution and which is attached at Annex 2 to the Solution Description, as may be varied from time to time by EE.
Hotspot	A location where the Solution is provided to the Customer through EE Equipment Connected over a 4G Backhaul connection to EE's data centre.
Installation	Installing EE Equipment at the Venue(s).
Landing Page	The web page which will be the initial web page viewed by all Users and will offer the User the option to become a Registered User and log on to the EE WLAN Services.
Materials	Any documents and materials supplied by EE in connection with the Solution, which may also incorporate the marks and / or logos of EE.
Registered User	A User who has accepted the WiFi User Terms and Conditions.
Set Up Fees	The optional engineer-supported installation Charges.
SSID	Service Set Identifier, used to differentiate one WLAN from another.
Switch On	The point in time at which the relevant Hotspot is confirmed by EE as working and the EE WLAN Services being available to Users. 'Switched On' shall have a corresponding meaning.
Solution Minimum Connection Period	24 months from the date of Connection of the Solution, or such other period as may be specified in the Customer's agreement with EE.
User(s)	Users and potential users of the Solution.
User Data	Data provided by Users at the point of registration for access to the WLAN Service, including (without limitation) their name, email address and mobile phone number.



Venue	The premises in which one or more Hotspots are situated.
WiFi User Terms and Conditions	The terms and conditions for use and access to WLAN which are presented to Users at the Landing Page and a copy of which is attached to the Solution Description at Annex 1as may be varied from time to time by EE.
WLAN	Wireless Local Area Network.

3. 4GEE Public WiFi – the Solution

3.1	Service/Equipment	Subject to the terms of the Customer's Agreement with EE (including these Solution Terms) and the terms set out in the WiFi User Terms and Conditions, EE shall: <ul style="list-style-type: none"> (a) maintain, and support the WLAN Services at each Hotspot which is Switched On; (b) provide the Customer with access to a help desk during the service hours to assist with problems with the Hotspot and / or the Services; and (c) design and host the Landing Page.
3.2	Solution Requirements	The Customer acknowledges that EE's ability to provide the Solution is dependent on the availability of an indoor 3G or 4G signal to the Hotspot.
3.3	Service Availability	The Customer accepts that Services may fail due to technical fault or otherwise from time to time. The Customer shall report any faults by telephone to EE's business helpdesk using the telephone number provided from time to time by EE for such purpose. EE and/or its third parties will take steps to correct faults as soon as is reasonably possible.
3.4	Suspension	EE may from time to time suspend or terminate the Solution to any and / or all Hotspots for technical, operational or other reasons.
3.5	WiFi User Terms and Conditions and WiFi Privacy Policy/ EE WiFi Privacy Policy	Access to the Solution by Users shall be subject to acceptance by the User of the appropriate WiFi User Terms and Conditions as contained on the Landing Page and as set out at Annex 1 of the Solution Description and the EE WiFi Privacy Policy.
3.6	Exclusivity	The Customer agrees that EE will be the exclusive supplier of the WLAN Services for the duration of the Customer's Agreement with EE.

4. Equipment

4.1	Faulty Equipment	The Customer may reject any EE Equipment for non-conformance with the manufacturers' specifications after delivery provided any such notice of rejection is given to EE within 10 working days of delivery, after which acceptance of EE Equipment by the Customer shall be deemed to have been given. The Customer's sole remedy for any rejection of EE Equipment under this Clause (where such rejection is not disputed by EE) is replacement of rejected EE Equipment.
4.2	Hardware Upgrades	EE may, at its own discretion and expense, install upgraded equipment, Backhaul and / or other components of the Network at any time to ensure a good quality of service is provided to Users.
4.3	Health & Safety	EE will comply with any reasonable health and safety and security policies notified in advance while completing Installations at the Customer premises. The Customer shall ensure that all necessary and appropriate authorities, licenses, and consents have been obtained and complied with in order to allow EE to install EE Equipment, and that any location agreed for such Installation is safe.

5. Landing Page

5.1	Landing Page Variations	EE may, at any time and without liability, vary elements of the EE Branded Solution Landing Page functionality or appearance.
-----	-------------------------	---



6. Data Protection

6.1	Usage Data	EE may, where permitted to do so by law, make available to the Customer anonymised and aggregated data relating to the use of the Solution by Users at the Customer's Venue(s) subject to payment by the Customer to EE of any applicable additional Charges relevant at the time of the Customer's request.
-----	------------	--

7. Charges

7.1	Invoicing	Subscription Charges will be invoiced as set out in the General Terms and Conditions for Business Customers and shall commence from point of Switch On for each Venue. Set Up Fees will be invoiced for on the Customer's first invoice.
7.2	No Contribution to Minimum Spend	The Set Up Fees and Subscription Charges for this Solution will not contribute towards the Customer's Minimum Spend obligation in the Agreement.

8. Customer Obligations

8.1	Customer obligations	<p>The Customer shall:</p> <ol style="list-style-type: none"> a. allow EE to control, and co-operate with EE and its third parties in all matters relating to the installation, configuration, maintenance, operation, use and marketing of the Hotspot(s), EE Equipment and/or WLAN Services; and provide EE with exclusive use of and access to the EE Equipment in each Hotspot for the period during which WLAN Services are provided to that Hotspot; b. allow EE to operate the Hotspot in a similar manner to other Hotspots in the EE network, including allowing EE to provide WLAN Services from any and all of EE's third parties as EE may, at its sole discretion, determine and upon the terms and conditions of EE's agreements with such third parties; c. where necessary obtain and maintain all necessary third party permissions and/or rights to provide WLAN Services in each of the Hotspots and maintain such permissions and/or rights throughout the period of service applicable to each Hotspot; d. at its own expense provide electricity to each item of the equipment needing electricity for the operation of the Hotspot, in accordance with the technical specification provided to the Customer; e. not undertake or permit any modification, repair, removal, or disconnection of the EE Equipment or otherwise carry out any work on the same, and not use or permit to be used that equipment for any purpose other than the provision of the WLAN Services by EE pursuant to these Solution Terms; f. allow EE, upon reasonable notice and with prior agreement (which agreement shall not be unreasonably withheld or delayed) access to the Hotspots: (1) to inspect, maintain, test or remove the EE or Customer Equipment or the Hotspot (as relevant); and / or (2) to conduct quality of service measurement or other reasonable research in respect of the WLAN Services; (3) conduct staff training (as set out in the Cover Page); and (4) display and place Materials and other materials to create awareness of the Services at the Hotspot; g. except in relation to applications for the Customer's internal business purposes (including connectivity for ePos systems) which are already in use at the date of these Solution Terms, not enter into any agreement with any third party for the promotion or provision of any services similar to the WLAN Services without the prior written approval of EE; h. prior to Switch On and throughout the term, that WLAN Services are provided, at each Hotspot, promote the availability of WLAN Services to Users in the areas where the WLAN Services are available and communal areas (including but not limited to reception areas, and Venue entrances) of the Venue(s) using either the Materials supplied by EE or if EE has not supplied any Materials, the Customer's own marketing materials; i. allow EE to publicise, the availability of the WLAN Services; j. not to do nor to authorise any other party to do anything that does not comply with any relevant legislation regulation, or Code of practice or is in any other way unlawful, or that may damage or
-----	----------------------	---



- adversely affect EE's brand or reputation; and
- k. indemnify EE up to the full replacement value against fire, theft, damage or vandalism to any property of EE whilst the same is sited at any Hotspot.

9. Term and Termination

9.1	Minimum Connection Period	The Customer shall retain the solution for the Solution Minimum Connection Period.
9.2	Consequences of Termination	On termination of this Solution EE may require the Customer to return all Equipment that it does not have title in to EE at its own expense. Any leased line or Backhaul solution supplied by EE may also be terminated and may be subject to payment of separate Termination Charges.
9.3	Termination Charges	Customer shall pay EE the following Termination Charges in accordance with the Agreement upon early termination of this Solution: Subscription Charges x number of months remaining in the Solution Minimum Connection Period .

10. Technical Support

10.1	Contact details	Contact details for EE's support teams are set out in the Public WiFi from EE Solution Description. EE will not provide technical support to End Users of the Solution.
10.2	Target Response Time (TRT)	EE will use reasonable endeavours to rectify faults within the TRT specified in the Solution Description. TRT will be suspended while EE is awaiting the Customer's response or action, or that of a Customer supplier. EE will keep the Customer informed of any changes to the fault response timescales and TRT ends when EE reports the WLAN Services are fully restored.
10.3	Support Charges	EE may charge the Customer on a time and materials basis (at EE's then prevailing rates) plus expenses where assistance is required to correct a fault at a Hotspot that has arisen due to the Customer's negligence or mistreatment of any equipment or Backhaul connection needed for the Hotspot to operate.

11. General Terms

11.1	Restrictions	<p>a. Insurance propositions sold by or provided on behalf of EE, as described at www.ee.co.uk/business/terms, do not apply to this Solution.</p> <p>b. EE reserves the right to charge for additional site visits where the Customer refusing to accept, or not being available for a scheduled site visit is the cause of an installation not being completed within the allotted time.</p> <p>c. The solution does not support Voice over WiFi calls.</p>
11.2	Emergency Calls	Emergency services cannot be accessed using the WLAN Services and EE accepts no responsibility whatsoever for the handling of emergency calls. In the event that the emergency services number (112 or 999) is dialed with the IA Code, a recorded message will be played directing the user to re-dial without dialing the IA Code.
11.3	Regulatory Obligations	EE will provide categorisation based content filtering of 18 content as standard.
11.4	Liability	As with any automated service, the Solution may malfunction due to factors beyond the reasonable control of EE or its third party suppliers (including without limitation due to a fault, delay or disruption in the telecommunications equipment or network availability, misuse or malfunction of equipment or services) and EE shall have no liability to the Customer in these circumstances.
11.5	IPR	Without prejudice to the provisions of the General Terms, all Intellectual Property Rights subsisting in or created in the User Data by or on behalf of EE pursuant to this Solution shall remain the sole property of EE. EE grants the Customer a perpetual, non-transferrable, non-exclusive licence to use the User Data



made available to the Customer pursuant to this Solution subject always to the Customer ensuring full compliance with the terms of this Agreement, including full payment of all Charges. Configuration and design of the WLAN Network remains property of EE at all times. EE reserves the right to reset the WLAN Network to its default settings on termination.