

Icomera: Wi-Fi Service Terms and Conditions

IMPORTANT:

You must read these terms and conditions of this agreement before you access and use the Wi-Fi service. By accessing and using the Wi-Fi service 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 Wi-Fi service.

Definitions

"Information" means all material delivered by Icomera through the Wi-Fi service (hereafter referred to as the "Morebus"). "User" means you, Morebus end-user. "Contract" means this Morebus agreement.

Warranty

Morebus is provided on an "as is" and "as available" basis and Icomera 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 Icomera, Icomera 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 Icomera has been advised of the possibility of such loss or damage).

Morebus

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

Third Party Information

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

Use of Morebus/Indemnification

The User undertakes:-

1. not to use Morebus for any unlawful purpose;
2. that it shall not make any use of the Morebus such that the whole or part of the Morebus is interrupted, damaged, rendered less efficient, or the effectiveness or functionality of the Morebus is in any way impaired;
3. not to use Morebus 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 Morebus 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 Morebus to transmit any material for the purposes of publicity, promotion and/or advertising without the prior written consent of Icomera unless such transmission has been specifically requested by another user of Morebus; and
6. that in the event that it has any right, claim or action against any other user arising out of the use of Morebus then it shall pursue such right, claim or action independently of, and without recourse to, Icomera.

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

Intellectual Property

The User acknowledges that all copyright, trade marks and all other intellectual property rights in Morebus shall remain vested in Icomera or its licensor.

Suspension and Termination

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

User Data

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

Icomera cannot guarantee the security or privacy of the Morebus and any information or communication to or from the Morebus by the User.

Changes to the Terms and Conditions

Icomera 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 Morebus 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 Morebus.

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 Icomera shall be construed as a waiver of any breach of any provision of this Contract.

Choice of Law

This Contract shall be governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

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