

Ampletime

Last updated: October 10, 2020

Operator = the Customer

End-User Licence Agreement Template

This End-User Licence Agreement (EULA) and the Privacy Policy (Privacy Policy) (together the Terms and Conditions) constitute the legal agreement between you (You or Your) and the Operator (We, Us or Our)) relating to the provision by Us to You of internet access service (the Service) to be used by You at any venue where the Service is available (an Operator Venue).

Please read this EULA. If You do not accept the Terms and Conditions We will not permit access to the Service and the signing up will immediately terminate. By signing up and using the Service You agree to be legally bound by the Terms and Conditions.

1. Acknowledgements and consents

1. You acknowledge that the Terms and Conditions (as may be amended from time to time) apply to the use of the Service (including any future updates to it) by You.
2. You acknowledge and accept that We may change the Terms and Conditions at any time. All changes (if any) will be communicated to You through a link on the log-in page for the Service. You will be required to read and accept any such changes to continue using the Service.
3. You must have obtained the permission of the owner of any computer, tablet, mobile telephone, smartphone or another electronic device (Device) which You use to access the Service (and which is not owned by You) to use the Service. By accepting the Terms and Conditions You accept responsibility for the use of the Service on any Device whether or not you own it.
4. You acknowledge and agree that internet transmissions are never completely private or secure and that any information which You send by using the Service may be read or intercepted by another party even if there is a special notice that a particular transmission is encrypted.
5. You acknowledge that the internet is separate from the Service and that websites accessed by You via the Service are not under the control of Us and that We are not responsible for and do not endorse their content or privacy policies (if any). You undertake that You will use Your own judgement regarding any interaction with any such website including the purchase of any products or services accessible through them.

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6. You acknowledge and agree that all intellectual property rights in the Service (and its underlying technology) belong to Us (or Our licensors) and that You have no rights in or to the Service other than the non-exclusive and non-transferable right to use it in accordance with the Terms and Conditions.

2. Provision of the Service

In consideration of You accepting the Terms and Conditions, We agree to provide the Service to You until such time as We cease provision of the Service to You. You may stop using and We may stop providing the Service at any time.

3. Acceptable use

You agree that You will use the Service in accordance with the Terms and Conditions and that You will not (and will procure that any person using Your Device does not) use the Service for any commercial, unlawful, immoral or malicious purpose, nor will You (nor any person using Your Device) in the course of using the Service:

1. introduce any code, virus or data which is harmful to the Service or any operating system; or
2. transmit, store, publish or upload any electronic material which is likely to cause damage or limit the functionality of any telecommunications equipment or any computer software or hardware; or
3. infringe any intellectual property right belonging to Us or any other party; or
4. send, receive, publish, distribute, transmit, upload or download any material which is offensive, abusive, defamatory, indecent, obscene, unlawful; or otherwise objectionable; or
5. invade the privacy of or cause annoyance or anxiety or send any unsolicited correspondence to any other person.

4. Limitations and exclusions

1. The Service is provided to You on an 'as is' and 'as available' basis and therefore all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Terms and Conditions.
2. Save as provided in clause 4(2), We shall not be liable to You for any losses (whether direct, indirect or consequential) caused by failures, errors, delays or interruptions of, in or to the Service.

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3. Save as provided in clause 4(4), We shall have no liability to You if any third party gains access to Your connection to the Service or Your Device or destroys or damages any data or information held by You or information about You which is held by Us.

4. Nothing in the Terms and Conditions shall limit or exclude Our liability for (a) death or personal injury resulting from Our negligence, (b) fraud or fraudulent misrepresentation or (c) any other liability that cannot be excluded by law.

5. General

1. The Terms and Conditions constitute the entire agreement between You and Us as to the provision of the Service and they (and any dispute or claims arising from them) are irrespective of the location from which the Service is accessed, governed by and shall be construed in accordance with the laws of [laws what will govern this agreement].

2. Any notice to be given by Us to You may be given by post or email to any postal or email address given by You. We may also give you a notice by sending an SMS message to the phone number given by You.

3. Any notice to be given by You to Us may be given by post to [address for correspondence].

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End-User Privacy Policy Template

Operator (“We,” “Us,” or “Our”) know that you take the privacy of your information and how it is used and shared very seriously. We will only use your personal information in accordance with the current data protection laws and this Privacy Policy. This Privacy Policy describes how We aim to repay the trust you have shown by sharing your personal data with Us.

This policy applies to all the websites We operate, Our use of emails, phone numbers and any other methods We use for collecting information. It covers what We collect and why, what We do with the information, what We won’t do with the information, and what rights you have.

This privacy policy only applies to personal information We hold about individuals. It does not apply to the information We hold about companies and other organisations.

We may update this privacy policy from time to time by publishing the amended version on Our website.

Who We Are

In this policy, whenever you see the words (“We,” “Us,” or “Our”), it refers to [Operator], [Operator Address], [Operator Company Number].

Information We Collect

We will only ever collect the information We need, including data that will be useful to help Us improve Our services.

We may automatically collect and process the following data about you:

1. Any log-in information you provide when you use guest WiFi services offered by Our customers at their venues, information taken by Us from the social media account (e.g. Twitter, Facebook, Instagram, etc.) through which you access Our WiFi service. The information collected through Our WiFi service is configured by Our customers through their end-user registration and you should consult their privacy policy for full details of the data collected. Subject to your privacy settings, the information that may be collected through Our supported access options can be found here (Submitted Information).
2. Any correspondence between you and Us, your responses to any surveys that We ask you to complete for research purposes, details of any transactions which you carry out through the service, your browsing history, and details of your use of the service including (without limitation) location, data, weblogs, and other communication data and resources accessed by you (Additional Information).

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3. Any information which We collect about the computer, tablet, cellular telephone, smartphone, or other electronic device used to access the service (device) including (where available) the MAC address of any connected network interface, the unique device identifiers, operating system, browser types, and telephone number (if applicable) of the device (Device Information).

4. Any information which We collect about your actual location and relative signal strength, and data collected by Us for WiFi-enabled devices present at a location by means of relative signal strength from WiFi access points from which an X/Y coordinate is calculated (Location Information).

5. Any data collected by Us when your device is used to access the service including (without limitation) internet protocol addresses, internet service providers, browser types, language, viewed and exit pages, and date and timestamps (Log Information).

6. Details of your visits to Our Venues, including but not limited to, IP addresses (the location of the computer on the internet), pages accessed, and files downloaded. This helps Us determine how many people use Our sites, how many people visit on a regular basis, and how popular Our pages are. This is statistical data about Our users' browsing actions and patterns, and does not identify any individual. It simply allows Us to monitor and improve Our service.

7. Personal information, such as name, postal address, phone number, email address, date of birth, gender, and social media account details (such as Facebook, Twitter, Instagram, etc.) that you provide by registering and using Our Services, filling in forms on Our websites, and when you contact Us via telephone and include information provided when you:

- Subscribe to receive one of Our communications.
- Enquire about a specific product or service.
- Request information via telephone.
- Request a callback.
- Respond to a campaign.
- Enter a competition or promotion.
- Submit a question to Us or provide Us with feedback.
- You are provided with an opportunity to opt-out from receiving communications from Us or **Our partners** at the time that your details are submitted and on each occasion that you are contacted thereafter.

Our site uses cookies to distinguish you from other users of Our site. This helps Us provide you with a good experience when you browse our site and allows Us to improve Our site. For detailed information on the cookies We use and the purpose for which We use them, please see Our cookie policy. If you want to disable cookies, please refer to your browser's help option.

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How We Use the Information We Collect

If you have provided the Operator with personal data to access our Services in a Venue, then We will use this data for the performance of the contract described in Our terms and conditions of service which you agreed to when accessing the service.

We may also process your personal data for Our legitimate business interests. “Legitimate Interests” means the interests of Our company in conducting and managing Our business and providing you with the best services and products in the most secure way. These interests include:

- To ensure that content from Our site is presented in the most effective manner for you and for your computer.
- To collate and aggregate anonymised information for consumer analysis and statistical reporting.
- To associate submitted information and/or additional information and/or device information and/or location information and/or log information to enable analysis by Us and the owner or sponsor of any venue at which you use the service as to how people move around such venues. In such circumstances, the MAC address of your device is masked to prevent linking data to other sources.
- To contact you regarding your opinions of Our products and services, which may be used for research and analysis to help Us to improve or modify those products and services.
- To help Us identify you when you contact or visit Us.
- When dealing with your inquiries and requests.
- To help Us improve the quality, security, and safety of Our products and services.
- To carry out analysis and customer profiling.
- When you communicate with Us for customer service or other purposes (e.g., by emails, faxes, phone calls, tweets, etc.), We retain such information and our responses to you in the records of your account.
- When We process your personal data for Our legitimate business interests, We always ensure that We consider and balance any potential impact on you and your rights under data protection laws.

If you have any concerns about the processing described above, you have the right to object to this processing. For more information about your rights, please review the “Your Rights” section below.

Choice / Opt-In and Opt-Out

Whenever the processing of your personal data requires your consent then you will be given the opportunity to opt-in or opt-out to having your contact details used, as set out above, at the time your details are submitted.

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For example, when you request product information, you can tell Us when you provide your details if you do not want to receive any other information from Us or **Our partners**, or you can let Us know how best to get in touch with you with information that may be of interest.

If you do not wish Us to use your data as set out above, please leave the relevant boxes, situated on the form which We used to collect your data, blank/unticked.

Please be aware that if you opt-out of marketing communications received from one of our partners, and your information is also held by other partners, you may continue to receive information from these other partners until you inform them that you wish to opt-out of marketing communications as well.

Sharing Your Information

Just like most other organisations, We work with third-party service providers which provide important functions to Us that allow Us to be easier, faster, and friendlier in the way We deliver Our services. We need to disclose user data to them from time to time, for any of the purposes set out above so that the services can be performed.

We have listed below the parties to whom We may disclose your personal data for the purposes set out in this policy:

- Our employees.
- The owners of the venues where you access Our WiFi services.
- Virtual hosting infrastructure providers to host our servers and data, and to provide other services to Us.
- Third party consultants, service providers, or contractors when providing support and other services to Us.
- Auditors or advisers assisting Us in Our business operations in any jurisdiction where we operate.

We may also include cookies on this Service and they may associate these cookies with hashed emails, IP addresses and browser types for the purpose of making marketing communication more relevant to you. Detailed information on these cookies, including ways in which you can opt-out, can be found {here}.

We may also disclose your personal information to third parties if We are under a duty to disclose or share your personal data, for legal or regulatory purposes, in relation to existing or future legal proceedings for the prevention of fraud/loss or to protect the rights, property, safety of Our business, Our customers, or others.

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Data Security

Our standard policy is to store your personal Information on hosted services located in London for data collected in the EU and Africa, New York for data collected in North and South America and Singapore for data collected in Asia and Australasia.

However, from time to time, We may allow individual customers to store your personal information on their own servers located within their own country when they are legally obligated to do so or when they request this. We may transfer the information to other offices and to other reputable third-party organisations as explained above – they may be situated inside or outside the European Economic Area, if this is the case We ensure that compliant safeguards are put in place and clearly communicated to you. We may also store information in paper files.

We have security protocols and policies in place to manage and record your data privacy and preferences correctly, and that your data is stored securely to protect against its loss, misuse, and alteration. Documentation can be supplied on request from Our Data Protection Officer using any of the contact methods listed below in the “Your Rights” section.

Unfortunately, the transmission of data across the internet is not completely secure. While We do Our best to try to protect the security of your information, We cannot ensure or guarantee that loss, misuse, or alteration of data will not occur while data is being transferred.

We will keep your information only for as long as We need it to provide you with the services or information you have required, to administer your relationship with Us, to comply with the law, or to ensure We do not communicate with people that have asked Us not to. When We no longer need information, We will always dispose of it securely by using specialist companies if necessary to do this work for Us.

Your Rights

Under the data protection legislation, you have the right to request copies of your data, request rectification of your data, request erasure of your data, object to Us processing your data, utilize the right to prevent your data being used for direct marketing, request Us to restrict the processing of your data and, where Our systems allow, utilize the right to access a copy of the information We hold about you (a subject access request) and utilize the right to lodge a complaint with the relevant data protection authority. We will require proof of your identity before we are able to provide you with any personal information that we have about you.

The following information provides additional details about some of these rights and how to exercise them:

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Right to Make a Subject Access Request ("SAR")

You have the right to view and request copies of your personal data that We have about you. You are able to view or delete this information through Our portal. Login details are emailed to you when you first register on our WiFi services. You may also request this information by contacting Us via one of the methods described below.

Right to Rectification

You can request that we rectify inaccuracies and missing information in personal data we have about you.

Right to Object to Processing

You may have the right to object to Us processing your personal data and request that We stop processing it. You may do this by emailing Our Data Protection Officer (see below for details).

Right to Request Erasure

You have the right to have your personal data erased where the data is no longer necessary for the purpose(s) for which it was originally collected/processed unless We have legitimate grounds or a legal right(s)/obligation(s) to store your personal data.

If you wish to exercise any of these rights, please contact the Data Protection Officer in writing at [Operator Address], [Operator Email].

For more information about your rights, please directly contact your local supervisory authority.