

Terms and Conditions of use – WiFi on the London Underground.

All the things you need to know when
you are using our London Underground
WiFi connection

SMARTY
Simple, honest mobile

V1, December 2022

If you want a copy of these terms in an alternative format such as Braille or large print, contact our Customer Service team smarty.co.uk/contact

For more information on our accessibility services see smarty.co.uk/accessibility

Your agreement with us when using Wi-Fi on the London Underground.

1. When you use free Wi-Fi on the London Underground (the 'service'), it means that you're agreeing to the terms and conditions below and the [terms & conditions for SMARTY customers](#) ('SMARTY Terms of Service') and our [Privacy Policy](#). If you don't agree with any of these terms, you shouldn't set up and use the service.

What we're offering you.

2. The service is provided by Virgin Media Limited ('Virgin').
3. The service gives you the ability to send and receive data over wireless internet in certain London Underground stations. You can find a list of these stations using the Station Guide provided on Virgin's website [here](#). The service is available to all SMARTY customers with an active SMARTY SIM who are at a participating station. Until April 2022, customers with an iPhone will need to manually set up their phone above ground before going underground by following the steps [here](#). The service is available to all our customers, but: you'll need to have used your device to make a call, send a text or use data over our network within the last 30 days, in order to access the service.
5. This is an extra service that we offer, so we may withdraw it, extend it, charge for it, or change it at any time. You can always see the latest information on the service and the terms here. It is your responsibility to make sure you're aware of any changes by checking SMARTY.co.uk.

What's expected of you.

7. We expect you to comply with our standard Terms for SMARTY services, our [Privacy Policy](#)
8. You're responsible for making sure your device works on the service and is virus-free. You're also responsible for your use of the service, and for the behavior of anyone else who uses your device or account details to use this service. If you abuse the service, or use it in an unreasonable way, both we and Virgin Media Limited ('Virgin'), who provide the London Underground Wi-Fi infrastructure, may restrict, suspend or cancel your account.
9. Except where we state otherwise, we don't examine your use of the service or the nature of the information you send or receive and we have no obligation to compensate you for such use. You're also responsible for keeping your account details secure, and making sure other people don't use your number and/or password.
10. We have no control over the content you access or information you transmit while you're using the service, so it's up to you to use the service responsibly.
11. You need to make sure that your devices and software will work over the service.
12. There are certain things you're not allowed to do, or let anyone else do using your device in relation to the service. These are:
- Sending any communication that's offensive, abusive, defamatory, obscene, menacing or illegal;
 - Causing annoyance, inconvenience, unnecessary worry to or breaking the rights of anyone else;
 - Doing anything illegal;
 - Breaking the security of anyone else's property or software;
 - Having anything to do with obscene material (including things like child pornography);
 - Upload, download, post, publish or transmit any information, material or software that's protected by copyright or any other ownership rights, without the permission of the owner;
 - Doing anything that will damage the experience of our other users or which breaches [General Terms and Conditions](#) which applies to the service.
13. If we or Virgin Media think you've done any of these things (including in circumstances where your device has been cloned without your knowledge or consent), we may block your account straight away without telling you first.

14. You'll be liable for any of the consequences of your misuse of the service, and you must repay us in full any costs and/or losses which we suffer as a result.

What you can expect from us and Virgin Media.

15. The service will start from the time you first connect to the service.

16. We'll do everything we can to give you a good and consistent service, but the nature of mobile technology means that sometimes your service could be affected by things like the activities of other users, atmospheric and geographic conditions and other factors that are out of our control. We can't guarantee that the service will work all the time, so we can't be responsible for any personal or business consequences of the service going down.

17. If it's necessary, we'll restrict access to inappropriate content, like illegal or adult websites, and you agree not to access or try to access such content using the service.

Virgin will be providing the service, and some of their access rights might be different to ours, and you may not be able to visit some sites you would over the SMARTY network, and vice-versa.

18. We may monitor and control data volume and/or types of traffic transmitted via the service.

19. We cannot guarantee, and you accept that we cannot guarantee, the security of the service and you agree to use the service at your own risk. You accept that any financial transactions that you undertake using the service are at your own risk. You must ensure that you have adequate security to prevent illegal access to your use of the service, access to your device, or disclosure of confidential information.

Your personal details.

20. We'll only use your personal details in line with the 2018 Data Protection Act and our privacy policy. Some data such as IMEI may be shared with Virgin to enable you to use this service. If you have any questions about the use of your data then please contact DPA.officer@three.co.uk.

Our liability to you.

23. Our liability to you is limited as set out in this agreement. Except as set out in paragraph 24:

- a. All other terms, conditions and warranties relating to the service are excluded;
- b. Our entire liability to you for something we do or don't do will be limited to £3,000 for a claim or series of related claims;
- c. We are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with your use of the service;
- d. We are not liable to you for any loss or damage that wasn't reasonably foreseeable when you entered into this agreement.

24. We won't be liable to you for the contents of any material from other individuals and/or organisations which may be accessed through the services.

25. Nothing in this agreement removes or limits our liability for fraud, for death or personal injury or damage to your personal property up to £10,000 for any one event or series of connected events, where the damage is caused by our negligence, or Virgin's negligence, or for any liability which can't be limited or excluded by law.

Other things you need to know.

26. If you do anything over this service that requires you to follow any other rules or sign up to any other terms and conditions, we can't be responsible for this.

27. This agreement is personal to you and cannot be transferred. For business reasons we may transfer any of our rights and responsibilities under this agreement without your permission.

28. If there is any inconsistency between this agreement and any of SMARTY Terms of Service, then the applicable SMARTY Terms of Service will prevail.

29. This agreement is governed by English law and is subject to the non-exclusive jurisdiction of the English courts.