



Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council



Dublin City Council's Free Public WiFi4EU Service

Powered by Virgin Media

Terms of Use

WiFi4EU is an EU led initiative supporting local governments in the delivery of free public wifi services across Europe.

This wireless internet service (the "Service") is funded by the European Commission, the Department of Rural and Community Development ("DRCD"), Dublin City Council ("DCC") and in partnership with a third party service provider, Virgin Media Ireland Limited ("Virgin Media").

1. [Our Agreement](#)
2. [Providing Services](#)
3. [Use of the Service](#)
4. [Content Disclaimer](#)
5. [Fair Usage](#)
6. [Security](#)
7. [Privacy Policy](#)
8. [Disclaimer of Warranties](#)
9. [Limitation of Liability](#)
10. [Class Action Waiver](#)
11. [Termination](#)
12. [General](#)



Riailtas na hÉireann
Government of Ireland



1. Our agreement

1.1 This agreement applies from when you accept the Terms of Use (“terms”) outlined in the paragraphs below. Please read the terms carefully before accepting them and activating the Service.

1.2 By accepting the terms and/or activating the Service and/or clicking the “Connect to WiFi4EU” on this page, you are agreeing to be bound by this agreement.

If you do not agree to the terms of the agreement, do not use the Service.

1.3 We may change the Terms of Use at any time. In accordance with clause 1.2, use of the Service, this is an agreement to and acceptance of the terms, current at that point in time. From time to time please review the Terms of Use to ensure you are still in agreement with information contained in this document.

1.4 These Terms of Use do not alter in any way any terms or conditions of any other agreement you may have with DCC or any of our third party network service providers for products, services or otherwise. This agreement contains disclaimers and other provisions that limit our liability and the liability of Virgin Media to you.

2. Providing services

2.1 You are responsible for providing all hardware and all other equipment and/or devices required to access and use the Service. We recommend an 802.11b or above-compatible computer, computer card, and/or device to access the Service. You are responsible for ensuring the compatibility of your device with the Service. The availability and performance of the Service is subject to all memory, storage and other device limitations. Neither DCC nor Virgin Media are responsible if you are unable to access the Service due to the fact that that your equipment is incompatible with the Service or does not conform to minimum requirements.

2.2 The Service is only available to your device when it is within the range of a WiFi4EU Access Point.

2.3 All services are provided on an “as is” basis. DCC and Virgin Media do not warrant that the Service is fault free or fit for any particular purpose, or that the





system or transmission of information over the Service is secure. You must assume all responsibility and risk for use of the Service.

2.4 DCC and Virgin Media will always try to make the Service available, but the Service may be interrupted, limited or curtailed due to maintenance and/or repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. Neither DCC nor Virgin Media are responsible for data, messages, pages or other information that you may lose or that may become misdirected because of interruptions or performance issues with the Service. Virgin Media reserves the right to monitor and control data volume and types of traffic transmitted via the Service as well as monitoring the Service for abuse or breach under this Agreement or its Acceptable Usage Policy, which is incorporated by reference to this Agreement. You expressly accept that any such actions Virgin Media takes may affect the quality and availability of the Service. Where practicable you will be advised of any such measures by notices, and/or through Virgin Media's website, within a reasonable timeframe. Any such actions will be on a non-discriminatory basis.

2.5 DCC and Virgin Media reserve the right to immediately and without notice, suspend your access to the Service if it is suspected that you or your device is transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself). To the extent possible, you shall also ensure that any such device or equipment shall also be compliant with any relevant legislation and is adequately protected against viruses and other files or programs that may damage or impair the Service. See Virgin Media's usage policy for more information: <https://www.virginmedia.ie/terms/usage-policy/>

2.6 Network speed is no indication of the speed at which your device is connected to the Service and/or sends or receives data. Actual network speeds will vary based on the device configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2.7 DCC and Virgin Media will not supply any software to you in connection with the Service. If you use software packages, applications or configurations then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.





2.8 From time to time Virgin Media may change or suspend the Service where Virgin Media reasonably determines that any technical modification to the Network or change in its trading, operating or business practices or policy is necessary to maintain or improve the Service which Virgin Media provides. Virgin Media shall provide such preventative and corrective maintenance services as Virgin Media considers necessary for the proper functioning of its network and equipment and for the provision of the Service. Such maintenance may disrupt the provision by Virgin Media of the Service.

2.9 Virgin Media does not guarantee access to your usage data and shall have no liability to you in the event that your data is damaged, corrupted or otherwise lost

3. Use of the Service

3.1 The Service is made available provided the following terms are observed:

(a) The use of the Public WiFi service by children/vulnerable adults is the sole responsibility of their parent/guardian. DCC or any of its third party service providers bears no responsibility for the deliberate or unintentional exposure of children/vulnerable adults to disturbing or inappropriate content or images;

(b) You do not use the Service for anything unlawful, immoral or improper or in breach of any applicable Irish or European law, statute, regulation or codes of practice;

(c) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, tortious, harassing, designed to incite hatred or violence, discriminatory, obscene, pornographic, racist, hateful, abusive, harmful (including but not limited to viruses, worms, corrupted files, or any other similar software or programs), a breach of privacy, or any other such action which is otherwise objectionable;

(d) You do not use the Service to harm or attempt to harm minors or any other members of the public in any way;

(e) You do not act nor knowingly permit others to act in such a way that the



operation, quality or integrity of the Service or DCC's or Virgin Media's systems will be jeopardized or impaired in any way;

(f) You do not use abusive or threatening behaviour towards other users of the Service, members of our staff or any person in the vicinity of a WiFi4EU Access Point;

(g) You do not use the Service to access or use content in a way that infringes the rights of others;

(h) The Service is used in accordance with Virgin Media's policy for acceptable use available at <https://www.virginmedia.ie/terms/usage-policy/>

(i) You must not knowingly or otherwise allow any other person to use the Service in any way that violates this Agreement or the Acceptable Usage Policy;

(j) You may not distribute, download, upload or transmit material (i) that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it, or (ii) that infringes on any Intellectual Property Rights or proprietary rights of others or on the privacy or publicity rights of others.

(k) You may not harvest or otherwise collect information about others, including email addresses, without their consent;

(l) You may not use the Service to host a server without the prior written permission of Virgin Media and you may not use the Service to attack via a denial-of-service attack, or any other form of cyberattack, or interfere with the security of the Service or any other network or site.

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent





purpose, or in such a way as to create damage or risk to DCC's business, its reputation, employees, subscribers, facilities, and/or our third party service providers or to the public generally.

3.4 You accept you have no proprietary or ownership rights to a specific IP address assigned to you or your device by Virgin Media. We may change or assign such addresses on a dynamic basis at any time or deactivate or suspend the Service to any address without prior notice, if we suspect any unlawful or fraudulent use of the Services. Such addresses will remain the property of Virgin Media.

4. Content disclaimer

4.1 DCC and Virgin Media do not control, nor are they in any way liable for, data, files, text, software, audio-visual files, music, images or content that you access, publish, upload, download, transmit, displayed or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Virgin Media as the internet provider uses efforts to restrict such content, they along with DCC have no control over and accept no responsibility for such materials.

4.2 Neither DCC nor Virgin Media are publishers of third-party content that can be accessed through the Service and are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of goods and services offered by other third parties accessible via the Service. DCC and Virgin Media will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to other third party vendors whose sites, products or services you access, buy or use via the Service.

4.4 DCC and Virgin Media do not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and neither DCC nor Virgin Media have no





responsibility for their policies, or third parties' compliance with them.

4.6 DCC in partnership with Virgin Media are providing this Service to customers free of charge, and it is intended to support general web browsing activities. Due to limited bandwidth and to ensure a consistent experience for all customers, your usage of the WiFi for high-bandwidth services such as high-definition streaming shall be governed by Virgin Media's policy for acceptable use available at <https://www.virginmedia.ie/terms/usage-policy> .

5. Fair Usage

To ensure the provision of a quality of Service to members of the public and to ensure that the behaviour of some does not disadvantage the majority, by accepting the Terms of Use, you agree to abide by the Virgin Media fair use policy which applies, available at <https://www.virginmedia.ie/terms/usage-policy/>.

6. Security

6.1 By accepting the Terms of Use and by logging in, you accept and agree to the terms outlined in this document.

6.2 Users should be aware that as electronic security cannot be guaranteed, DCC and Virgin Media bear no responsibility for unauthorized access to transactions and communications undertaken by users or any other problems users may encounter with e-mails, banking/credit card transactions, online bookings, shopping etc. while using the Service.

7. Privacy Policy

7.1 Any personal data submitted by you in the registration process is subject to DCC's WiFi4EU Privacy Policy. For more information, please see our link to Dublin City Council's Privacy Statement at <https://smartdublin.ie/wifi4eu/>

7.2 Users should be aware that statistics in respect of general internet usage are recorded. This data is used to monitor the performance of the Service, is anonymous, and is not made available to any third parties **except where it is required by law**. The WiFi4EU project has a snippet in the source code of this initial page of the WiFi service. The snippet will not collect any personal data. It will serve to count the number of users connecting to the WiFi4EU network, load the visual identity of WiFi4EU and check that it is displayed properly.



7.3 The MAC addresses of devices will be visible on the system dashboard to Dublin City Council and its WiFi4EU network provider Virgin Media. In relation to iPhones, if you have named your phone in any personal way, this information will also be visible to those parties e.g. Description – Marys-iPhone.

7.4 Users will not access, download or share, or attempt to access, download or share, any material that is likely to be considered unlawful or offensive, but not exhaustively covering, copyright, trademarks, pornography, or any other material which is slanderous, defamatory or might cause offence in any other way. Any infringements are the sole responsibility of the user.

8. Disclaimer of Warranties

The Service is provided on an "as is" basis and without warranties of any kind, either express or implied, including, but not limited to, warranties of title, merchantability, non-infringement, or fitness for a particular purpose which are expressly disclaimed. You assume all responsibility and risk for use of the Service.

DCC does not authorize anyone to make a warranty of any kind on our behalf and you should not rely on any such statement. Neither we nor our officers, directors, employees, managers, agents, dealers, suppliers, parents, subsidiaries or affiliates warrant that the information, products, processes, and/or services available through the Service will be uninterrupted, always available, accurate, complete, useful, functional or error free.

9. Limitation of Liability

Even if DCC or its network provider Virgin Media, have been advised of the possibility of damages, we will not be liable to you or any third party for any damages arising from use of the Service, including without limitation: punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of the Service, lost profits, loss of business, loss of data, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement products and services, the inability to use the Service, the content of any data transmission, communication or message transmitted to or received by your device, access to the world wide web, the interception or loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into

through the Service.

10. Class Action Waiver

Whether in court, small claims court, or arbitration, you and Dublin City Council and or Virgin Media, may only bring claims against each other in an individual capacity and not as a class representative or a class member in a class or representative action.

11. Termination

We can cancel this agreement immediately without penalty if any of the following happens:

- (a) You break an important condition of this agreement or a number of less important conditions as determined by Dublin City Council and or Virgin Media in its capacity as the wireless network provider.
- (b) You are found to be in breach of the Acceptable Use Policy or Fair Use Policy of our network provider Virgin Media.

12. General

12.1 You agree to indemnify DCC and Virgin Media against any claims, demands, actions liabilities, costs or damages arising out of your use of the Service including any material that you access or make available using the Service, or violation of the agreement, including but not limited to use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.

12.2 If you have queries regarding this service, please contact the local administrator at the community centre.

12.3 You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission.

12.4 Users are subject to ALL legislation with regard to the use of electronic





Comhairle Cathrach
Bhaile Átha Cliath
Dublin City Council



communication and each user is responsible for use of this electronic resource in an ethical and lawful manner.

12.5 We reserve the right to amend these Terms of Use at any time.

Last Updated: 18th June 2021



Rialtas na hÉireann
Government of Ireland