Terms & Conditions for Accessing West Suffolk College ("WSC") Wi-Fi

Please ensure you have read and understood the Terms & Conditions below before logging into the WSC Wi-Fi, and in particular, the eduroam Wi-Fi network.

Please also familiarise yourself with the eduroam policy here.

By logging into the WSC Wi-Fi you are agreeing to these Terms & Conditions.

1. The Service

This section summarises the key functionality of the service we are offering you. It is important you understand exactly what we are offering and its limitations to ensure you are happy to make use of it.

We will refer to the service as 'the Wi-Fi' for the remainder of the terms and conditions.

- **1.1** We [West Suffolk College] are offering you [an authorised staff, student, customer, or visitor] free Wi-Fi & Internet access ("the Wi-Fi") whilst at WSC at any of our campuses or out-centres ("on-site"), through the use of your college issued network login credentials, via the 'eduroam' Wi-Fi network.
- **1.2** The Wi-Fi is provided free-of-charge.
- **1.3** The Wi-Fi transmits data over-the-air in an encrypted manner.
- **1.4** The Wi-Fi is subject to traffic-shaping, filtering and monitoring technologies to ensure the safety and reliability of the service.
- **1.5** We reserve the right to terminate or temporarily suspend the Wi-Fi at any time, without notice.

2. Our Liabilities

This section outlines our liabilities concerning the provision of the Wi-Fi.

- **2.1** We make no representations or warranties regarding the availability, security or speed of the Wi-Fi and cannot provide any sort of compensation for any direct financial loss, or loss of revenue, profit, time or data should the Wi-Fi fail to operate.
- 2.2 We do not guarantee that the Wi-Fi will be accessible by all devices.
- **2.3** We do not guarantee a minimum download or upload speed that the Wi-Fi will operate at.
- **2.4** Whilst we take every reasonable precaution to ensure the security of the Wi-Fi and the network within which it operates, we cannot make any guarantees regarding the safety or security of the Wi-Fi and cannot be held responsible for any damage occurs to any of your hardware or software as a result of using the Wi-Fi.
- **2.5** We take no responsibility and assume no liability for any content uploaded, shared, transmitted, or downloaded by you or any third party, or for anything you may encounter or any data that may be lost or compromised while connected to the Wi-Fi.

3. Your Responsibilities

This section outlines your responsibilities, permitted behaviour and expected conduct when using the Wi-Fi at WSC.

- **3.1** You must not use the Wi-Fi to access Internet Services, or send or receive data, text, video, audio or any other communications which:
 - **3.1.1** are defamatory or threatening, or which could be classed as harassment;
 - **3.1.2** contain obscene, profane or abusive language or material;
 - **3.1.3** contain pornographic material;
 - **3.1.4** contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
 - **3.1.5** contain material which infringe third party's rights (including intellectual property rights or copyrighted material);
 - **3.1.6** contain viruses, malware, ransomware, trojans, or any software deliberately coded to inflict malicious damage on our network, hardware or software;
 - **3.1.7** in our reasonable opinion may adversely affect the manner in which we carry out our business;
 - **3.1.8** degrades or negatively impacts the overall performance or reliability of the Wi-Fi for other users;
 - **3.1.9** breaches an eduroam policy;
 - **3.1.10** attempts to disable, defeat or circumvent any security or safety feature that has been installed to safeguard WSC computer and network utilities. or:
 - **3.1.11** are otherwise unlawful.
- **3.2** You must not share your access to the Wi-Fi with any unauthorised third party or 'rent' or 'loan' your access to the Wi-Fi to others either free-of-charge or for a cost.
- **3.3** Connection to the Wi-Fi is at your own risk, and you should take your own reasonable precautions to reduce the possibility of virus infections, data breaches / thefts, network attacks against your Wi-Fi connected device.

4. Your Data

This section outlines the data we collect from you in order to facilitate access to the Wi-Fi, as well as how long we retain this data for, what it is used for, and your rights to request or delete this data.

- **4.1** To enable us to connect your device(s) to the Wi-Fi, we log and retain the following data about you and your device(s) for a period of no longer than 30 days:
 - **4.1.1** Your name and college username;
 - **4.1.2** The Access Point your device(s) is/are connected to;
 - **4.1.3** The approximate location of your device(s) whilst on-site;
 - **4.1.4** The date and time that your device(s) first connected to the Wi-Fi;
 - **4.1.5** The IP address and MAC address of your device(s);
 - 4.1.6 The make and model of your device(s); and
 - **4.1.7** The name of your device(s).
- **4.2** To enable us to improve the security, quality and reliability of our Wi-Fi, we also log and retain the following additional data about you and your device(s) for a period of no longer that 30 days:
 - **4.2.1** The amount of data your device(s) has/have sent and received over the Wi-Fi; and
 - **4.2.2** The applications and websites your device(s) has/have accessed over the Wi-Fi and the duration these websites have been accessed for.
- **4.3** To fulfil our obligations under the eduroam technical specifications, facilitate troubleshooting of failed connections and to assist eduroam and us in the event of a security breach or unlawful use of the service, we are obliged to log and retain the following connection information about you and your device(s) for a period of at least 90 days and no longer than 6 months:
 - **4.3.1** The date and time of any Wi-Fi connection and authentication requests received from you and your device(s)
 - **4.3.2** The username that initiated the connection request(s);
 - **4.3.3** The device or computer name(s) of the device(s) that initiated the connection request; and
 - **4.3.3** Certain diagnostic technical connection information pertaining to the connection and authentication request(s) originating from your device(s).
- **4.4** To allow us to authenticate and connect you and your device(s) to our Wi-Fi and grant you access to the Internet, we may need to transfer your username and password over a secure and encrypted connection to the eduroam 'National RADIUS Proxy Server' (NRPS) owned and operated by JANET(UK). This will only apply if you are a visitor from another institution using the eduroam Wi-Fi network.

- **4.5** Under the GDPR, you have a right to be forgotten and may submit a request to the Data Protection Lead at WSC to have your Wi-Fi related data deleted.
- **4.6** Under the GDPR, you also have a right of access to your Wi-Fi related data and may submit a request to the Data Protection Lead at WSC to view the Wi-Fi related data we hold about you.
- **4.7** Your Wi-Fi data is held by WSC and Meraki LLC, within the EU and access to this data is restricted to authorised IT Services staff members.
- **4.8** Your Wi-Fi data is automatically destroyed after 30 days, except for the data set out in clause 4.3.
- **4.9** Your Wi-Fi data is not sold, shared or transferred by WSC to any third parties (except in the limited circumstance outlined in clause 4.4) and is only used for the express purposes stated in clauses 4.1, 4.2, 4.3, and 4.4.

Data Protection Lead Contact Information:

By Email: dpl@wsc.ac.uk

By Post: Data Protection Lead, West Suffolk College, Out Risbygate, Bury St Edmunds, Suffolk, IP33 3RL.