

# Resident WiFi Access Service

## Terms & Conditions of Use & Privacy Notice

### Introduction

UNCLE is a residential rental company that makes living easy. It is owned and managed by the Realstar Group, a Canadian real estate investment and property management business with more than 40 years experience in the industry. The company owns and manages in excess of \$6 billion of assets.

These resident WiFi Access Service Terms & Conditions of Use & Privacy Notice forms part of the main Privacy Policy, which can be found at <https://uncle.co.uk/privacy-policy/>

### Who are we?

Realstar Management (UK) Limited are a Property Letting and Management service provider, a company registered in England and Wales under Company No: 09019494, whose registered address is 1st Floor, 7a Howick Place, London, SW1P 1DZ.

Realstar Management (UK) Limited determine the purpose and means as to how the wifi service is presented and managed. As such, Realstar Management (UK) Limited are the Data Controller.

Airangel Limited are a guest internet access solution provider, a company registered in England and Wales under Company No: 04948173, whose registered address is The Breeze, 2 Kelvin Close, Birchwood Warrington, Cheshire, WA3 7PB.

The Airangel cloud-based software platform is used around the world to deliver secure and controlled internet access experience to residents in properties. As such Airangel Limited act as a Data Processor, on behalf of Realstar Management (UK) Limited.

Both parties take our data privacy responsibilities very seriously, so it's really important to us that you have the opportunity to read the policy below. If you have any enquires you can contact us at:

stockwell@uncle.co.uk

## Privacy Notice

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When you use the resident internet access service, you trust us with your information. This privacy policy is meant to help you understand what data we collect, why it is collected and what we do with it.

# 1. Definitions

## 1.1. 1. Definitions and Interpretation

In this Policy and Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Account"** means an account required to access and/or use certain areas and features of Our Site;

**"Communications Data"** means the data collected as you use the service, that is a record of the unique venue location, time and date, source and destination IP (internet protocol) address and port (e.g. Port 80 means unsecured web traffic)

**"Cookie"** means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in section 1.2, below;

**"The Service"** means the resident internet access service that you are connecting to;

**"UK and EU Cookie Law"** means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015;

**"We/Us/Our"** means Realstar Management (UK) Limited, a company registered in England and Wales under Company No: 09019494, whose registered address is 1st Floor, 7a Howick Place, London, SW1P 1DZ; and

**"The Service Provider"** means the company or entity that we use to offer you access to the Service, and is delivering a tailored version of the Service, within this specific venue. We, as the Data Controller will determine what additional information is collected, and the Service packages offered (e.g. the price, speed, duration, and concurrent use).

## 1.2. How Information Is Collected

The Service needs to store certain information in order to register your device and create an account for you as a unique user. As a minimum, to fulfil our contractual obligations and deliver the Service, we store the MAC Address (a unique identifier of the WiFi adapter) of your device, and the Communications Data, collected as you use the Service.

The Service may also require us to use cookies. A cookie is a text file, invoked by standard browser software, that we place on your hard drive to enable our systems to, among other things, recognize your browser, track transactions, and allow you to navigate the Service without having to re-enter information. The information gathered by cookies is not made available to organisations. We may also automatically receive and store certain other types of information, such as the type of web browser you use or the pages you browse to for statistical analysis and support purposes.

When you register to use the Service, the we may ask you for additional information such as your name, address, e-mail address, telephone number, and certain demographic information that may be used for additional purposes, such as marketing or statistical analysis. If we do collect this data, we will confirm the means and purpose of that data collection, the details of which can be found at

<https://uncle.co.uk/privacy-policy/>

We pass information about you to third party systems, where we have a legal basis for doing so. We will state who we share the data with and on what legal basis within the following Privacy Notice.

Examples of such systems are:

Property Management Systems > the system that We use to manage your tenancy.

### 1.3. Use of Information We Collect

#### *1.3.1. Who Can Use the System?*

We do not knowingly collect or try to obtain personal information from anyone under the age of 13, or knowingly allow such persons to register to use the Service. If we become aware that we have collected personal information from a child under the age of 13, we will take steps to delete that information.

#### *1.3.2. What Data is Collected?*

The MAC Address and Communications Data collected, will be used by us to deliver the Service. In addition, this data is collected to comply with applicable laws, determined by the legal jurisdiction within which the Service is offered, as detailed within Section 1.4 below.

We may use the additional data collected when using the Service in order to communicate with you as an end user of the Service, in order to provide technical support where requested.

We will ask you for your consent before using information for a purpose other than those set out in the Privacy Policy.

### 1.4. Third-Party Service Providers

We may engage reputable third-party vendors in order to help us manage and support the Service and allow us to better assist our users.

We may also disclose or allow access to account information to other organisations, including but not limited to, affiliated organisations, agents working on our behalf, companies or organisations with whom we have a contractual relationship for administrative and other purposes that we believe are necessary to develop, maintain, and improve our products and services.

Although we may make reasonable inquiries to determine that such other organisations maintain privacy policies comparable to ours, we are not responsible for the enforcement of such policies.

### 1.5. Administration of Our Service to Comply with Law

We may disclose your personal information when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating our terms and conditions or to protect the safety, property or other rights of our users or the public.

We also may disclose your personal information if we believe in good faith that we are required to do so in order to comply with applicable law or other legal process. We will only disclose this data when requested by a relevant governmental authority, and will do so responsibly, protecting the confidentiality, integrity and availability of that data during this process.

Disclosure in the above instance does not require your consent.

### 1.6. Data Transfer

As part of providing the Service, we transfer personal data to a third country where this is legally permissible, and we have appropriate adequacy conditions in place, such as the EU-US Privacy Shield (or equivalent), approved 'Model Contract' clauses, and contractual confidentiality agreements.

If your personal information is transferred to a server located outside of the country in which you access the Service, the Service Provider operates technical and organisational controls to ensure that your confidentiality, integrity and availability of your data is maintained, through an internationally recognised certification mechanism (ISO/IEC 27001:2016).

### 1.7. Data Retention and Deletion

We will only retain your Personal data for as long as is necessary. The period of retention varies, based on the Services and purpose as defined by ourselves, contractual obligations, and by applicable law within the country in which you access the Service.

When it is no longer necessary to retain your data, it will be removed securely, either by deletion, anonymization or pseudonymisation.

We aim to maintain our service in a manner that protects information from accidental or malicious loss, or destruction. As such, after we remove your data from our active Service, we may not immediately remove residual copies of your data from our backup systems.

### 1.8. You Can Review and Change Your Personal Information

We encourage users to update and edit their personal information and keep it current by notifying us of any changes. You can also remove consent or request that we delete your data, and restrict or object to us processing that data, unless we must keep that data for legitimate business or legal purposes.

Contact us at [stockwell@uncle.co.uk](mailto:stockwell@uncle.co.uk) if you wish to make any changes to your personal information or if you wish to change your preferences regarding receiving communications from Airangel, our partners, or selected third parties.

We may however reject requests that are unreasonably repetitive, require disproportionate technical effort (developing a new system, fundamentally changing existing practices, interrogation of archive or backup servers) or risk the privacy of others.

Where we can provide information access and correction, we will do so free of charge, except where it would require disproportionate effort.

## Terms & Conditions of Use

This is an agreement between you and Realstar Management (UK) Limited (as the Data Controller) for [802.11] wireless and broadband communications services and related services and features (the "Service").

## 1.1. Service Availability

An 802.11 and/or Ethernet -compatible computer, card, and/or device ("**Unit**") are required to enable the Service to operate. You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other limitations in the Unit. The Service is available to your Unit only when it is within the operating range of our system and/or directly connected. Service is subject to unavailability, including unavailability due to emergencies, collocation failures, transmission and equipment limitations, or maintenance and repair, and may be interrupted, refused, limited, or curtailed.

We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service or wireless communications networks generally. We may impose usage or Service limits, suspend Service, or block certain kinds of usage in our sole discretion to protect users or our business. Network speed is no indication of the speed at which your Unit or the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion.

## 1.2. Use of Service

### *1.2.1. Use by Children*

Use of the platform by anyone under the age of 18(Child) without parental consent is prohibited.

By accepting these Terms and Conditions of Use you confirm that you are at least the age of 18, that you are the parent or legal guardian of anyone less than the age of 18 and that in such instances you accept this agreement on the Child's behalf and bear responsibility for their use of the Service.

### *1.2.2. Commercial Use*

You agree not to resell any aspect of the Service, whether for profit or otherwise, or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party, including other residents in your property, breaches the Agreement and may constitute fraud or theft, for which Realstar Management (UK) Limited reserves the rights set forth herein and all other legal and equitable remedies.

### *1.2.1. Unlawful and Malicious Use*

You agree not to use the Service or your Unit for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, and third parties or to the public generally.

You agree that you will not use the Service or your Unit to send any illegal, harassing, threatening, obscene, offensive or unsolicited commercial text or e-mail messages or to intentionally transmit any computer viruses.

## 1.3. Content Disclaimer, Cautions & Restrictions

Realstar Management (UK) Limited does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. Realstar Management (UK) Limited has no control over and accepts no responsibility for such materials.

Realstar Management (UK) Limited is not a publisher of third-party content (besides that which is provided through its websites) that can be accessed through the Service, and is 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.

You are responsible for paying all fees and charges from third party vendors whose sites, products or services you access, buy or use via the Service.

Realstar Management (UK) Limited does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service, and delays or omissions that may occur.

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 has no responsibility for their policies, or third parties' compliance with them.

## 1.4. Privacy and Security

Wireless/wired systems use radio channels or local area networks to transmit voice and data communication information. Privacy cannot be guaranteed, and we shall not be liable to you for any lack of privacy you experience while using the Service. You agree to protect your password and you are responsible for any usage of your account.

Although we support customer-initiated security solutions such as virtual private networks, encryption and personal firewalls, we do not provide these solutions for our customers' use and are not responsible for their effectiveness.

## 1.5. Services & Support

### *1.5.1. Prices and tariffs*

Where we charge for internet access, the price will depend on the building to which we are providing our service. These prices will be clearly displayed as part of the online sign-up process. When you sign up to our residential service where you pay by monthly recurring subscription, we will take payment for the service in advance when you sign-up.

### *1.5.2. Contract duration*

Most services are offered on monthly contracts with 1 month minimum terms, but this may depend on the building to which we provide the services. The minimum term you will be signing up to will be clearly displayed as part of the online sign-up process. The minimum term will run from the date we accept your order. These terms will also be displayed as part of the online sign-up process. Unless you sign up to our residential service where you pay by monthly subscription, your service will automatically end once the minimum term expires.

### *1.5.3. Refunds, disputes, and compensation*

We don't guarantee that the service will always be fault free or uninterrupted. If you tell us about a fault, we'll make a refund or pay compensation in accordance with our terms and conditions in respect of services which have not been provided with reasonable skill and care.

### *1.5.4. Maintenance & Support*

We'll carry out on-going maintenance and support to ensure we provide a service that meets the service levels we have agreed. We also offer end user support and remote fault diagnosis and maintenance 24/7 (excluding Christmas Day, Boxing Day, New Year's Eve and New Year's Day). The help desk can be accessed by contacting us as set out on: <https://uncle.wifiportal.io> In some cases where we determine it is necessary to provide field support, we may provide for engineers to attend the building where the service is provided

### *1.5.5. Complaints*

You can get in touch to make a complaint by the following methods

**Post:** Uncle 1st Floor, 7a Howick Place, London, SW1P 1DZ

**Telephone:** 0207 720 6628

**Email:** The quickest way to get in touch with us if you have raised an issue and it has not been resolved is via [stockwell@uncle.co.uk](mailto:stockwell@uncle.co.uk) & [southall@uncle.co.uk](mailto:southall@uncle.co.uk) respectively