

## **Wi-Fi terms of use**

### **1. General**

The purpose of this document is to outline the general terms and conditions applicable to the use of the Chrzan free Wi-Fi network offered to passengers or guests in coaches of Chrzan s.r.o. ((hereafter "Provider").

This Wi-Fi network is provided by Chrzan s.r.o., Dubova 2714/1, 08501 Bardejov, Slovakia.

### **2. Access to the Wi-Fi network**

#### **2.1 Free access**

Chrzan Wi-Fi access (hereafter "the Service") is offered free of charge and grants users who accepted the terms of use (hereafter "Users") the temporary, non-exclusive, personal and non-transferable right to use the Service. All applicable terms and conditions are laid down in these terms of use.

#### **2.2 Acceptance of the terms of use**

When first accessing Chrzan Wi-Fi network, the terms of use must be explicitly accepted. At this time, Provider will register specific information about your mobile device to assure automatic connection. The terms of use can be downloaded or printed from the Provider website.

#### **2.3 Functioning of the Chrzan Wi-Fi network**

Provider cannot provide any guarantee that the Service will always be accessible, or that there will be no interruptions or faults in the Service.

Provider reserves the right to suspend the free Wi-Fi offering to individual users in case of non-compliance with the terms of use.

### **3. Use of the Chrzan Wi-Fi network**

#### **3.1 Acceptable Use**

Provider is entitled to issue instructions to the Users in connection with the use of the Service, based on operational, quality, security and other considerations. The Users undertake to follow any such instructions.

Provider advises the Users not to transfer any confidential or sensitive personal information (e.g. payments data) via the Service.

The Users furthermore undertake that they will not use the Service to issue statements on behalf of anyone else (natural or legal persons).

The Users undertake to only use suitable, properly functioning equipment and software for the Service. As soon as the Users notice or reasonably ought to notice that the equipment/software being used is no longer suitable for connection to the Service, is no longer functioning properly or is restricting or disrupting the use or operation of the Service or the Chrzan Wi-Fi network, the Users must desist from further use of the equipment.

### **3.2 Unacceptable use**

It is prohibited to use the Wi-Fi network for any illegal or unethical activities, such as (but not limited to):

- Downloading, uploading or otherwise accessing or distributing information that is contrary to the law or generally considered to be immoral or against good manners (inciting or glorifying violence, hatred, stalking, discrimination, ...);
- Violations of the rights of any person or the rights of a company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations;
- Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam);
- Unreasonable use that may impact the functioning of the Wi-Fi network or the use thereof by other users.

## **4. Security of the Wi-Fi network**

### **4.1 On behalf of Provider**

Provider cannot guarantee the security of any information transmitted via the Chrzan Wi-Fi network.

### **4.2 On behalf of users of the Chrzan Wi-Fi network**

Users of the Wi-Fi network are responsible for

- installing anti-virus software, firewalls etc. on the device they use to connect to the Wi-Fi network;
- protecting the device connected to the Wi-Fi network with a strong password;
- protecting the security and confidentiality of any information sent or received via the internet when using the Wi-Fi network.

## **5. Liability for the Chrzan Wi-Fi network**

### **5.1 Liability of users**

Users of the Chrzan Wi-Fi network bear full responsibility for compliance with the terms of use and applicable legislation as well as for any acts or omissions when using the Wi-Fi network. Users are obliged to inform Provider upon becoming aware of any (potential) infringement of these terms of use.

### **5.2 Liability of Provider**

Provider is not responsible for

- any damages or losses, including loss of data, that may arise in connection with or as a result of the use of the Chrzan Wi-Fi network;
- any downtime or problems with access to the Wi-Fi network, including indirect and consequential damages or losses, loss of profit, loss of data, etc.;
- the content of data transmitted by Users of the Wi-Fi network.

This exclusion of liability does not apply in case of wilful misconduct or gross negligence on behalf of Provider. The liability of Provider will always be limited to repairing any foreseeable, personal and direct damages incurred by a User of the Wi-Fi network.

## **6. Personal data and cookies**

### **6.1 Personal data**

Provider processes personal data from Users of the Wi-Fi network, as further specified in the Privacy Policy.

## **7. Compliance with the Wi-Fi terms of use**

Provider reserves the right to investigate any suspected non-compliance with the terms of use. If Provider believes that a violation has occurred, it may take action to suspend, bar your access to the service, or registration you have, or take such other corrective action as Provider reasonably considers appropriate.

## **8. Applicable law and jurisdiction**

These terms are governed by Slovak law.

Any conflict that may arise in relation to these terms will be submitted to the exclusive jurisdiction of the courts of Bardejov, Slovakia.

## **9. Amendments to these terms of use**

The terms of use in force are always the ones at the moment of log-in to the Chrzan Wi-Fi network. Any changes will be posted on the website of Provider and will have to be accepted on the moment of log in.