

## **The Terms and Conditions for using network of wireless Internet access points of Hotspot type in MIRAI CLINIC at ul. Armii Krajowej 8 in Otwock**

### **1. General provisions**

- 1) The Terms and Conditions for wireless Internet access service - Hotspot (hereinafter referred to as "The Terms and Conditions") define the rules for use of the network of Internet access points (hereinafter: "Hotspot network") at MIRAI CLINIC at ul. Armii Krajowej 8 in Otwock.
- 2) The entity responsible for operation of the Hotspot network is the Company under the business name: MIRAI CLINIC spółka z ograniczoną odpowiedzialnością with its registered office in (05-400) Otwock at ul. Armii Krajowej 8, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 4th Commercial Division under the number KRS: 0000796790, NIP: 5322084436, REGON: 383970233 (hereinafter: "the Provider").
- 3) The service may be used by any natural or legal person, hereinafter referred to as "the User", after logging on to the Hotspot network.
- 4) The Terms and Conditions are available at the official Website of the Provider, \_\_\_\_\_ and are valid for anyone who connects to the Hotspot network with the SSID: \_\_\_\_\_.
- 5) By logging into the Hotspot network the User agrees to be bound by the Terms and Conditions; if the User does not accept these Terms and Conditions he/she should immediately disconnect from the Hotspot network.

### **2. Conditions and scope of responsibilities.**

- 1) Access to the Hotspot network is not commercial.
- 2) The service is free of charge.
- 3) To establish a connection the User must have a device equipped with a properly working wireless network card of the standard: \_\_\_\_\_.
- 4) The Provider reserves the right to limit and block access to selected content and services in the Hotspot network. The Provider reserves the right to deny access or block access to the Hotspot network to the User and/or terminal device who/which is found to have violated any of the prohibitions indicated in these Terms and Conditions.
- 5) The Provider informs that the Users' activity in using the service is monitored. The Provider reserves the right to record information which may be used to establish the identity of persons who have violated provisions of the Terms and Conditions, while doing so in a manner not violating the privacy of the User.
- 6) The Provider reserves the right to interrupt the Hotspot operation due to maintenance works and other random events. The User shall not be entitled to any claims due to temporary or permanent lack of the Internet signal resulting from switching off or technical problems with the Hotspot transmitter.
- 7) The Provider shall not be liable for temporary lack of radio coverage in designated places or for reduction of the connection capacity.
- 8) The Provider shall not be liable for unauthorised use of software or other works subject to intellectual property protection available on the Internet.
- 9) The Provider shall not be liable for damage caused by software supplied by third parties.
- 10) The Provider shall not be liable for any data collected or transmitted by the User in connection with using the Hotspot network access.
- 11) The Provider shall not be liable for any damage which the User may suffer in relation to using the access to the Hotspot network.
- 12) The Provider shall not support the User in the purchase and configuration of network devices, and shall not be liable for compatibility of the User's devices with the infrastructure operating as part of the service.

- 13) Radio transmission is not encrypted. The Operator shall not be liable for security of data sent and received by Users via Hotspot.1

### **3. Obligations of the User**

- 1) The service shall be used at the sole risk of the User. When connecting to the Network, the User shall be obliged to properly protect his/her equipment against unauthorised access from outside, including having anti-virus and firewall software installed on the equipment.
- 2) The User must not use the service for the following purposes, among others:
  - sending or providing access to content that is unlawful (including racist, fascist, pornographic content) or is subject to intellectual property protection, which the User is not entitled to use,
  - upload or share content that may violate anyone's personal rights,
  - sending mass unsolicited or unnecessary e-mails (so-called spam),
  - disseminating malicious software, i.e. any applications, scripts, etc. having harmful, criminal or malicious effects towards other Hotspot network users, or that may damage electronic equipment of other Hotspot network users,
  - reselling access to the Hotspot network,
  - permanently burdening the Hotspot network bandwidth to a considerable extent by providing access to WWW, IRC, NNTP servers,
  - disseminating computer viruses or other file programs or content which may damage equipment of other Hotspot network Users.
- 3) The user shall be solely responsible for the way he/she uses the service, including the content and other content of the sent messages, including criminal liability for illegal activity.
- 4) The User may, without prior notice, be temporarily or permanently disconnected from the Hotspot network for illegal activities, morality, threatening the security of the Hotspot network, as well as for inadequately securing or configuring his/her equipment or breaking any of the provisions of the Terms and Conditions, in particular for breaching point 2) above.

### **4. Final provisions.**

In matters not regulated by these Terms and Conditions the generally applicable legal regulations shall apply.