Terms and Conditions

of using the Hotspot network of public wireless Internet access points

§1

General Provisions

- 1. Regulations of the wireless Internet access service Hotspot (hereinafter referred to as "Regulations") defines the rules for using the network of Internet access points.
- 2. The body responsible for the operation of the service is INTERNET UNION S.A., based in Wroclaw at ul. Złotnicka 28, the entry in the Register of Telecommunications Entrepreneurs no 9610, registered in the District Court for Wrocław, Fabryczna in Wrocław, VI Commercial Department under the KRS number 0000388937, NIP 8943024998, Regon 021547015 hereinafter referred to as Supplier.
- 3. The service can be used by any natural or legal person, hereinafter referred to as the "User", after logging into the Hotspot network.
- 4. Regulations of Hotspot points are available at https://moico.pl/wp-content/uploads/2022/07/MOICO-regulamin-hotspot_TAMKA.pdf applies to anyone who will connect to the Hotspot network called MOICO Free WiFi TAMKA. Users logging into the network simultaneously, Hotspot agrees to comply with the Regulations. In case of a lack of acceptance of these Regulations, the User should immediately disconnect from the hotspot network.

§2

Terms and responsibilities

- 1. The service works with the following limitations:
 - **a)** the bit rate available to users is limited to: 20000kb/s uplink/upload, i.e. from the User to the Internet, and 20000kb/s downlink/download, i.e. from the Internet to the User.
- 2. Internet access is not commercial.
- **3.** The service is free of charge.
- **4.** To establish a connection, you must have a suitable device working 2.4 GHz or 5 GHz wireless network card (Wi-Fi 802.11 a/b/g/n/ac). Then connect to the network identifier (SSID) "MOICO Free WiFi TAMKA".
- 5. The Provider reserves the right to limit and block access to selected content and services on the Internet. The Provider reserves the right to deny access or block access to the Hotspot network to the User and/or end device against which it is demonstrated breaking any of the prohibitions set out in these regulations.
- **6.** The Provider informs that users' service use is monitored.
- 7. The Provider reserves the right to interrupt the operation of the Hotspot due to maintenance works and other random events. The user is not entitled to any claims for temporary or permanent lack of internet signal resulting from the shutdown or technical problems with the Hotspot transmitter.
- **8.** The Provider is not responsible for a temporary lack of radio coverage in designated places or for link bandwidth reduction.

- **9.** The Provider is not responsible for unauthorised use of software or other works subject to intellectual property protection available on the Internet.
- **10.** The supplier is not liable for damages caused by software provided by third persons.
- **11.** The Provider is not responsible for the data collected or provided by the User.
- 12. The Supplier is not responsible for any damage the User may suffer using Hotspot access.
- 13. The Provider does not support Users in purchasing and configuring devices and is not responsible for the compatibility of the User's devices with the infrastructure operating within the service.
- **14.** The radio transmission is not encrypted. The Operator is not responsible for the security of data sent and received by Users via hotspot.

§3

User Responsibilities

- 1. The use of the service is at the sole risk of the User.
- 2. The User may not use the service for the following purposes, among others:
 - **a)** uploading and sharing content that is unlawful or subject to protecting intellectual property, the subject of which is not the User,
 - b) sending and sharing content that may violate anyone's personal rights,
 - c) mass sending of unwanted or unnecessary electronic messages (so-called spam),
 - **d)** dissemination of malicious software, i.e. any applications, scripts, etc., with harmful, criminal or malicious activity towards other Internet users or that may damage the computers of other Internet users,
 - e) resell Internet access,
 - f) permanently burdening the bandwidth to a large extent by making servers available WWW, IRC, NNTP, etc.
- 3. The user is solely responsible for how they use the service, including for content and other content of the messages sent, including criminal liability for illegal activity.

§4

Technical Support

- 1. The Hotspot user may report technical problems by e-mail to the address enjoy@moico.pl
- 2. Any technical assistance provided to Users is only a courtesy and may not be the basis for pursuing any claims against the Supplier.

§5

Final Provisions

- 1. The Provider may change the Regulations at any time without notice. The current version of the Regulations will be available at the address indicated in §1 section 4.
- 2. In matters not covered by these Regulations, they are generally applicable law.