

Hotspot - Terms and conditions for Internet access

1. General provisions

- 1.1. These conditions define the promotional principles and the scope of use of the access points in the network in the standard IEEE 802.11 b provided by Polska Telefonia Cyfrowa S.A. with its registered office in Warsaw, Al. Jerozolimskie 181, 02-222, (hereinafter referred to as the "Operator"), to subscribers to the PTC S.A. and other users (hereinafter referred to as the "User" or "Users" depending on the context) in the period from 05.06.2011 with the possibility of extending the promotion.
- 1.2. The access points in the IEEE 802.11 b standard (hereinafter referred to as the "access network") shall be used at a charge, as specified in the terms and conditions of the promotion.
- 1.3. Before using the network of access points in the IEEE 802.11 b standard, each User should read the provisions of these Regulations. Claims that are the consequence of the lack of observance of these Regulations shall not be accepted by PTC S.A.
- 1.4. The necessary condition for using the network of access points in the IEEE 802.11 b standard is the establishment of an electronic account by the User in the access system to the hotspot service.
- 1.5. An account of a User who is not a Subscriber is generated automatically by the T-Mobile access system based on a registration form that is completed by the User electronically during the process of setting up the account.
- 1.6. An account of a User who is a Subscriber to the T-Mobile is generated automatically as a result of the process of activating the service through the consultant at the Subscriber Service Office.
- 1.7. In activating the service, the Subscriber expresses his consent to making payment for the service provided, based on an invoice for telecommunications services connected with his SIM card.
- 1.8. Through the use of his Network, the Operator enables the User (Subscriber to the T-Mobile) to use the networks of other operators with whom the Operator has appropriate agreements.

2. Exclusions of the Operator's liability

- 2.1. The Operator shall not be liable for the temporary lack of radio coverage in defined places or for a reduction in line throughput.
- 2.2. The Operator shall not be liable for the unauthorised use of software or other works that are the subject of protection of intellectual property rights that are available in the Internet.
- 2.3. The Operator shall not be liable for damages caused by software provided by third parties.
- 2.4. The Operator shall not be liable for the technical conditions that prevail in the radio network and delays in the Internet zone, which could affect the real transfer to and from the User's computer in the Internet.
- 2.5. In the event of the emergence of the events described in paragraph 2.1-2.4, the Operator shall not be liable for the loss of content on the User's account.

3. The User's duties

- 3.1. The network of access points in the IEEE 802.11 b standard shall be used at the exclusive risk of the User.
- 3.2. Activation of the HotSpot service or the establishment of an account, as described in paragraph 1.6 simultaneously means the acceptance of these regulations and the expression of consent to the processing of the personal details as defined in the Personal Data Protection Act of 29 August 1997 (Journal of Laws No. 133 item 883) by PTC S.A. for purposes related to the provision of access to the network of access points.
- 3.3. Liability for the currency of the details of the User who is not a Subscriber to the T-Mobile on the account in the hotspot service rests with the User.
- 3.4. The User may not use the network of access points for such purposes as the following:
 - 3.4.1. transmission and the provision of access to content that is inconsistent with the law or is subject to protection of intellectual property rights of an entity other than the User,
 - 3.4.2. transmission and the provision of access to content that can violate anyone's personal rights,
 - 3.4.3. mass distribution of content of an advertising nature that has not been ordered by the recipients (so-called spam),
 - 3.4.4. distribution of computer viruses and other software that can damage the computers of other Internet users,
 - 3.4.5. the resale of Internet access without the knowledge and written consent of the Operator,
 - 3.4.6. the permanent loading of bandwidth to a significant extent by providing access to WWW, IRC, NNTP etc. servers.
- 3.5. The User may not use the network of access points described in these Regulations to build fixed sub-networks. A fixed sub-network is understood to mean the provision of internet access to other computers for a period of longer than 2 days per month.
- 3.6. In the event that the User fails to observe the provisions of these Regulations, as well as his use of network of access points in a manner that is not consistent with their assignment, the Operator has the right to unilaterally take the following actions:
 - 3.6.1. to block the User's account,
 - 3.6.2. to liquidate the User's account,
 - 3.6.3. to deactivate the service on the SIM card of the User who is a Subscriber to the T-Mobile,
 - 3.6.4. to demand that the User compensate the damage, if the Operator incurred such damage in connection with the use of the access in a manner that is inconsistent with these terms and conditions.
- 3.7. In the event of the emergence of an event as described in sub-paragraphs 3.6.1, 3.6.2, 3.6.3 of this paragraph, the User shall not file any claims on the Operator for the loss of content from his account.
- 3.8. The User is fully liable for the manner in which he uses his account, including for the content of messages sent, including criminal liability for acting in a manner that is contrary to the law.
- 3.9. The User is exclusively liable for the consequences of using the User's account that arise in connection with third parties knowing the User's password.
- 3.10. The account of the User who is not a Subscriber to the T-Mobile must be loaded within 1 month of the date of its establishment. In the event of the lack of loading of the account within the deadline specified above, the account may be removed by the Operator.
- 3.11. The validity of the account of the User, who is not a Subscriber to the T-Mobile, expires after 180 days from the date on which the account is loaded last.
- 3.12. The Operator reserves the right to liquidate the User's account after the expiry of the validity date of the account described in the preceding sub-paragraph, irrespective of the current balance of the account. In such a case, the User shall not be entitled to a reimbursement for the unused units.
- 3.13. The prepaid access coupon should be used no later than up to the date of validity displayed on that coupon. After the expiry of that date, the coupon is automatically subject to deactivation and is not subject to replacement.

4. Charges

- 4.1. The User, who is a Subscriber to the T-Mobile network, makes payment for the service within the framework of the invoice for telecommunications services provided in accordance with the Agreement for the Provision of Telecommunications Services, as described in Paragraph 8 of the PTC Sp. z o.o. Regulations for the Provision of Telecommunications Services for T-Mobile Subscribers.

- 4.2. The User who is not a Subscriber shall make payment in advance by means of:
 - 4.2.1. The pre-paid coupon that is available at selected sales outlets located near the Access Points, Terms and conditions for Internet access via hotspot in T-Mobile.
 - 4.2.2. An electronic transaction that is authorised by the Acceptor by credit card directly from the website www.t-mobile.pl/hotspot,
 - 4.2.3. In another accepted manner.
- 4.3. The charges for the provision of services and the tariffing method are defined in the T-Mobile Price List or the regulations of the HotSpot service promotion.
- 4.4. The charges for using the service and the tariffing method in the networks of operators with whom PTC has signed appropriate agreements are defined in the T-Mobile Price List or the promotion regulations.

5. Claims

- 5.1. All Users (Subscribers to the T-Mobile) and Users who complete the required fields in the registration form, are authorised to file claims. The reproduction of an account and the clarification of the claim shall not take place if the User does not complete all the required fields in the registration form. The respective provisions of the Regulations for the provision of Telecommunications services that are available on the website www.t-mobile.pl shall apply to the remaining terms and conditions of claims for Users. The provisions on the Users of the Tak Tak - T-Mobile na kartę system shall apply to Users who are not Subscribers to the T-Mobile.

6. Final provisions

- 6.1. The Operator commits to making every effort to protect the Account Holder's personal details in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws No. 133, item 883, as amended).
- 6.2. The Operator shall not pass on, sell or provide access to the User's personal details to other people or institutions, unless the User provides his explicit consent or on the User's demand.
- 6.3. The Operator reserves the right to make changes to these terms and conditions. The User is not entitled to file any claims for this reason.
- 6.4. The current list of access points made available to the Users by the Operator can be found in the website www.t-mobile.pl/hotspot.
- 6.5. All amendments become effective at the time of their publication in the website www.t-mobile.pl.
- 6.6. Matters not governed by these Regulations shall be subject to the Regulations for the Provision of Telecommunications Services for T-Mobile Subscribers and the Polish Civil Code.
- 6.7. These Regulations become effective on 05.06.2011.