

# HotSpot T-Mobile - Terms of Use of the network access points in PKP IC trains

## 1. General provisions

- 1.1. Hereby Terms of Use (hereinafter referred to as the "Terms") govern the rules of provisioning of Internet access service via access points network in the IEEE 802.11 standard (hereinafter referred to as "HotSpot") by T-Mobile Poland S.A. with its registered office in Warsaw, ul. Marynarska 12, 02-674 Warsaw (hereinafter referred to as "Operator").
- 1.2. HotSpot service is available on board of the appropriately marked PKP IC train. The service can be used by anyone who accepted the provisions of the Terms (hereinafter referred to as "User").
- 1.3. Use of the HotSpot service constitutes the Terms approval and being bound with its provisions for the duration of the session.
- 1.4. Use of HotSpot is executed according to point 2 of the Terms.
- 1.5. In order to establish a service connection the appropriate device (e.g. computer, tablet, smartphone) allowing to use wireless services in the IEEE 802.11 standard is needed.
- 1.6. The Operator allows the User to use the service in the territory of Poland, as well as with the use of chosen foreign network operators in Austria, the Czech Republic, the Netherlands, Germany, Slovakia and Hungary.
- 1.7. The Operator reserves the right to restrict access to certain services' / website services' functionalities that may result in degradation of the Hotspot quality and the services infringing the law, in particular the ones providing pornographic, racist and fascist content.

## 2. Terms of using HotSpot on board of PKP IC trains.

- 2.1. To use HotSpot on board of PKP IC trains, the User needs to register by providing his/her mobile number to which SMS will be sent, with an access password to HotSpot. Once the mobile number is provided, it is being verified to check to which mobile network Operator it belongs.
- 2.2. The User whose mobile number will be verified as belonging to the Operator is obliged only to accept these Terms to be able to use HotSpot.
- 2.3. The User whose mobile number will be verified as not belonging to the Operator is obliged to accept these Terms and to agree to receive marketing information according to the Act on providing services electronically as of 18th July 2002 (DZ.U.2002 no. 144 pos. 1204) to the mobile number provided, to be able to use HotSpot. Not fulfilling at least one of the abovementioned conditions will result in not being able to use HotSpot by such User. The consent provided during registration process will be stored by the Operator for 6 months.
- 2.4. The password received to the User's mobile number shall be typed in the box required in the registration process. The password will be valid until 23:59 of the day following the day of password sending by the Operator to the User's mobile number provided. Only one password at a time can be used for a given mobile number. The password received by the User can be used to log into HotSpot only on one device at a time.
- 2.5. The User who already received a password can log into HotSpot multiple times using "log in" option provided that the password remains valid. The User who wants to use HotSpot for the first time or whose password already expired is obliged to register once again. Providing all necessary data, including agreeing to receive marketing information is obligatory during each registration process, no matter if the User had already provided such data and consent.
- 2.6. The Operator remains an administrator of any personal data received during registration process. Personal data will be processed for marketing purposes of the Operator and/or its business partners. The User is entitled to access and verify his/her personal data. Providing of personal data to the Operator is voluntary. The User can object further processing of his/her personal data and withdraw his/her consent to receive marketing information. Such withdrawal can be made via dedicated form available at [www.t-mobile.pl/pl/dlaciebie/obsługa-klienta/usługi/hotspot-w-pociągach](http://www.t-mobile.pl/pl/dlaciebie/obsługa-klienta/usługi/hotspot-w-pociągach) and will be processed without undue delay, no later than 7 days after such will to withdraw the consent has been passed to the Operator.

## 3. Liability limitations of the Operator

- 3.1. The Operator will endeavour to provide its services at the highest level, at the same time the Operator:
  - 3.1.1. is not responsible for the temporary lack of radio coverage in certain areas nor does it guarantee a constant level of the bandwidth.
  - 3.1.2. does not guarantee the availability of all network services.
  - 3.1.3. is not liable for technical conditions of the radio network and the HotSpot service delays, which may affect the actual data transfer to / from User's device.
- 3.2. Operator is not responsible for any unauthorized use of software or other properties that are subject to intellectual property protection.
- 3.3. Operator is not responsible for any damage caused by software provided by third parties.

## 4. User's obligations

- 4.1. The HotSpot will be used at sole risk of the User.
- 4.2. User is obliged to comply with the laws of the country in which HotSpot is being used, in particular, the User is not allowed to use HotSpot to:
  - 4.2.1. upload and share any content that is illegal or subject to intellectual property protection, which is not owned by the User,
  - 4.2.2. upload and share content that may infringe anyone's personal interests,
  - 4.2.3. mass distribute unwanted advertising content to the recipients ("Spam"),
  - 4.2.4. distribute of computer viruses and malware that may damage the computers of other Internet users,
  - 4.2.5. provide the Internet access to other persons, in particular use HotSpot to create any permanent subnets,
  - 4.2.6. permanently and significantly jam the bandwidth by providing WWW, IRC, NNTP servers, etc.
- 4.3. The User is obliged to protect the device using the HotSpot against any unauthorized access and to use anti-virus software.
- 4.4. In the event of failure to comply with the provisions of the Rules or in case of inappropriate and inconsistent use of HotSpot, the Operator is entitled to block the User's access to the HotSpot and, in case of any damage incurred by the Operator due to the User's use of the HotSpot, the Operator is entitled to require the User to remedy this damage.
- 4.5. The User is solely responsible for the use of HotSpot, including uploaded and shared content.

## 5. Final provisions

- 5.1. The Operator, as a HotSpot service provider is obliged to obey the confidentiality of telecommunications secrecy as for the data provided to the Operator. It however, does not apply to the cases when the information is being disclosed with its User's consent or is subject to the law requirements.
- 5.2. In case of using the service in a foreign network the personal data processing regulations may differ from those followed by the Operator.
- 5.3. The Terms are available on [www.t-mobile.pl](http://www.t-mobile.pl).
- 5.4. For the matters not covered by the Terms general provisions of law shall apply.
- 5.5. The Terms come into force as of the day of publishing and remains valid until 23.01.2018 r.