

General Terms & Conditions for the use of Net4You AccessManager

(Version: 02/2011)

1. Scope and validity

The General Terms & Conditions for the use of Net4You AccessManager (ANB-AccessManager) by Net4You Internet GmbH (in the following referred to as Net4You) apply to all deliveries and services provided by Net4You for the user in connection with this product. Subsidiarily the General Terms & Conditions (AGB) by Net4You will be applied. The user accepts these conditions as part of the contract with his registration.

2. Net4You AccessManager

Is a hotspot system by Net4You Internet GmbH, Tiroler Straße 80, 9500 Villach, that grants access to the internet and accounting in hotels, fairgrounds and other public spaces, e. g. via wireless LAN. Net4You is responsible for the operation and the money collection, regardless of the system's location.

The accounts are limited and can be restricted in time, data volume and bandwidth.

3. Order transaction

In case the ordering of payable accounts is available, all completed orders are binding and cannot be cancelled.

During an online order the following steps are made:

- a) Selection of the access package and data volume
- b) Input of personal data
- c) Selection of preferred payment method (see article 4)
- d) Summary of all data and acceptance of AGB and ANB
- e) Money transfer according to preferred and chosen payment method
- f) Only with the order confirmation which is e-mailed by the AccessManager the payment is carried out.

4. Payment methods

Net4You's online payment system facilitates the choice between different payment methods.

Among others the following payment methods can be enabled:

- a) Credit card: VISA, Mastercard, ...
- b) Direct debit
- c) Electronic Banking and online banking
- d) Debit via mobile invoice
- e) PaySafeCard

For losses due to the non-authorization of the payment transfer all accountability is excluded.

5. Invoicing

Invoicing is exclusively carried out by e-mail and automatically. Should an additional invoice by mail be requested, Net4You is charging a handling fee.

6. Cancellation of the order

A cancellation is not possible.

7. Data protection

The user agrees that all his electronically submitted data may be processed and stored electronically by Net4You for the purpose of this contract. The user approves the sending of information until cancellation.

8. Special provisions

The user is obliged to provide the equipment and configuration necessary for the data transfer from the point of access.

The user takes notice that all data is transferred unencrypted.

Any abuse of the services is forbidden and causes the immediate exclusion from these services, and depending on the kind of abuse also legal steps. The use of premium rate services through various networks is entirely at the expense of the user. Net4You does not take liability for the content of the transferred data and the content or the form of data that is available through services provided by Net4You.

Net4You reserves the right to block certain publicly available services if they violate Austrian law, EU regulations or moral conventions. Net4You obligates itself to take utmost care by rendering its services and to make an effort for continuous availability and reliability, but does not take liability that the services are available without disruption. The user obligates himself not to transmit any data or information that violate Austrian law, EU regulations or moral conventions.

9. Place of performance and court of jurisdiction

As the place of performance for all services and the appropriate court of jurisdiction Villach is agreed upon; the contract is governed by Austrian law and excludes UN Kaufrecht (Uniform Law on the International Sale of Goods (CISG)).