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## **General Terms & Conditions for the use of Net4You AccessManager**

(Version: 06/2017)

### **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. Data protection**

The user agrees that all his electronically submitted data may be processed and stored electronically by Net4You Internet GmbH for the purpose of this contract. The user authorizes the sending of information on electronic invoicing, product updates and planned maintenance activities, subject to revocation at any time.

### **4. Declaration of consent for the preservation of advertising material**

The user agrees that his data (name, e-mail address) will be saved by means of the offers and products of Net4You Internet GmbH for the purpose of sending advertising material by e-mail. This consent can be revoked at any time.

### **5. 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.

### **6. 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)).