

HOTSPOT TERMS OF SERVICE

Chapter 1. General provisions.

§ 1.

These terms of service stipulate the terms and conditions of providing Hotspot Service by INEA S.A., a company with its official seat in Poznań, ul. Kolejowa 19/21, 60-717 Poznań, REGON 630239680, NIP 779-10-02-618, entered into the register of entrepreneurs of the National Court Register under the number KRS 0000056936 and the records of which are maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, share capital PLN 4,533,00 paid in full, GIOS [Chief Inspectorate of Environmental Protection] registration number: E0011196WBW.

§ 2.

The definitions used in these Terms of Service shall have the following meaning:

- "Subscriber"** – an entity which is a party to an agreement on telecommunications services other than Hotspot Service concluded with the service Provider, whom the Service Provider, according to the current marketing strategy, granted access to Hotspot Service with the use of INEA Subscriber Identification Details and who uses Hotspot Services this way;
- "Technical Problem"** – damage to the Hotspot Network which causes an interruption in providing the Hotspot Service, except for interruptions caused by maintenance works and interruptions resulting from the operation of Force Majeure;
- "Price list"** – a catalogue of Hotspot Service provided by the service Provider together with a list of services and their prices;
- "Payment"** – the manner of settling charges for using Hotspot Service for the benefit of the Service Provider by Customers who are non-Subscribers, in particular SMS Premium, debit card or wire transfer;
- "INEA Subscriber Identification Details"** – IDK and Access code to INEA Access channel – eBOA [online Subscriber Service Center] Channel;
- "Service Provider"** – INEA S.A., a company with its official seat in Poznań;
- "Operator"** – a telecommunications undertaking other than the Service Provider;
- "Telecommunications law"** – act of 16 July 2004 - Telecommunications Law (Journal or Laws No. 171 item 1800 as amended);
- "Access Point"** – a Hotspot Network coverage area within which the Customer is able to use the Hotspot Service upon meeting the conditions stipulated in the Hotspot Terms of Service. An updated list of Access Points can be found on the website of the Service Provider;
- "Hotspot Terms of Service"** – these Hotspot Terms of Service;
- "Homepages"** – websites displayed on the screen of the Device before providing access to Hotspot Service, after starting the web browser by the Ordering Party and entering a random internet address;
- "Hotspot Network"** – public telecommunications network with the use of which the Service Provider renders the Hotspot Service;
- "Session"** – limited possibility, with a priority determined time limit, to gain access to the Hotspot Service, after making a Payment or with the use of INEA Subscriber Identification Details;
- "Force Majeure"** – an event which is beyond control of the parties to the Hotspot Agreement, external, impossible to predict and prevent, in particular wars, natural disasters, strikes and acts issued by public authorities;
- "Hotspot Agreement"** – an agreement on rendering Hotspot Service concluded between the Service Provider and the Hotspot Customer by way of performing actions determined in the Hotspot Terms of Service;
- "Device"** – equipment belonging to the Ordering Party or the Customer which is used for Hotspot Services (in particular a computer or a mobile phone);
- "Hotspot Service"** – access to the Internet provided with the use of wireless technology Wireless LAN (WLAN) which is provided only in Access Points;
- "Customer"** – a person/entity using the Hotspot Service, including the Subscriber;
- "Ordering Party"** – an entity applying for access to Hotspot Service;

§ 3.

- The Service Provider renders the Hotspot Service in the scope and conditions specified in Hotspot Terms of Service whereas the Customer is obliged to abide by them. The Service Provider guarantees the Ordering Party the possibility to familiarize themselves with the provisions of Hotspot Terms and Conditions prior to concluding the Hotspot Agreement. Performing by the Ordering Party factual actions specified in § 5 points 2-4 hereinbelow in tantamount to acceptance of the provisions of Hotspot Terms of Service, especially acceptance of obligations on the part of Customer.
- In fulfilling the obligations under the Hotspot Agreement, the Service Provider may use third parties.

Chapter 2. Scope of Hotspot Service. Details regarding the quality of Hotspot Service.

§ 4.

- The Service Provider renders The Hotspot Service in Access Points in the scope of existing technical possibilities, the quality of which is in accordance with European telecommunications standards ETSI (European Telecommunications Standards Institute).
- The Hotspot Service may be rendered by the Service Provider with the limitation of maximum bit rate, the duration of connection or other functionality limitations, of which the Customer is informed prior to concluding the Hotspot Agreement. Due to the limitations pointed out in the previous sentence, the Hotspot Service is not intended to be used in commercial undertakings.

Chapter 3. Concluding the Hotspot Agreement. Commencement of the Hotspot Service.

§ 5.

- The Hotspot Agreement shall be concluded after the Ordering Party has undertaken the activities which aim at obtaining access to the Hotspot Service.
- In order to use the Hotspot Service, the Ordering Party connects to the Hotspot Network via the Device. Before performing the activities mentioned in points 3 and 4 hereinbelow, the Ordering Party can only browse the Homepages.
- The Ordering Party which, at the same time, is the Subscriber shall conclude the Hotspot Agreement at the moment of entering correct INEA Subscriber Identification Details to the system of the Service Provider via a Homepage. The validity of INEA Subscriber Identification Details is described in the agreements and terms of service used by the Service Provider. INEA Subscriber Identification may only be used by one Ordering Party.
- The Ordering Party which is a non-Subscriber shall conclude the Hotspot Agreement at the moment of making the Payment in accordance with the instruction provided on the Homepage. In case of selected forms of Payment, the validity of the Payment identification data received by the Ordering Party which needs to be immediately entered into the system of the Service Provider may be time-limited.
- The Hotspot Agreement is made for a fixed period of time and it is terminated upon the expiry of the Session. The Session commences at the moment of confirmation to the Customer of the possibility to use the Hotspot Service and expires automatically with its expiry time. During the Session, the Customer can repeatedly connect to the Hotspot Network provided that he or she uses the same Device and fulfills the provisions of § 6 point 6 hereinbelow.
- The Customer is not authorized to:
 - send other people unsolicited commercial messages (spam);
 - make the Hotspot Service available to third parties;
 - use P2P applications;
 - cause Hotspot Network overload;
 - spread computer viruses and other programs which may damage the computers of other internet users;
 - break protection solutions used by the Service Provider in order to ensure safe connection;
 - use Hotspot Services for purposes which are against the law or good practice.

Chapter 4. Scope of liability of the Service Provider. Amount of compensation, conditions and pay dates. Scope of maintenance services.

§ 6.

- The Service Provider is liable for failure to perform or improper performance of the Hotspot Agreement only under conditions stipulated in Hotspot Terms of Service, unless telecommunications law or other legal articles provide otherwise.
- The Service Provider shall be liable for failure to perform or improper performance of the Hotspot Service unless it took place as a result of Force Majeure or due to the fault of the Ordering Party or the Customer, including non-observance of the provisions of Hotspot Terms of Service by the Ordering Party or the Customer.
- The Service Provider shall not be liable for:
 - non-availability of the Hotspot Service rendered by the Service Provider owing to failure to reach technical parameters which are required to use the service in question by the Device used by the Ordering Party or the Customer;
 - damage to the Devices used by the Ordering Party or the Customer or their improper use and, as a consequence, inability to use, partly or as a whole, the Hotspot Service by the Ordering Party or the Customer;
 - temporary loss of radio coverage in Access Points or lowered bit rate due to reasons beyond the control of the Service Provider;
 - damage caused by the Customer's lack of or improper data and Device software security as well as any devices connected to them;
 - data forwarded or sent by the Customer with the use of the Hotspot Service;
 - security of the transfer of data uploaded from the Hotspot Network of the Service Provider;
 - the loss of INEA Subscriber Identification Details or the use of the details by unauthorized persons;
 - non-availability of the Hotspot Service rendered by the Service Provider owing to the failure to fulfill the provisions of point 6 hereinbelow by the Ordering Party or the Customer;
 - actions of other internet users;
 - unauthorized use of software or other works available on the Internet which are subject to intellectual property protection;
 - damage caused by software provided by third parties;
 - technical conditions of the wireless network or internet delays which may influence the real-time internet upload and download from the Device;
 - Customer's lost profits resulting from failure to perform or improper performance of the Hotspot Agreement by the Service Provider in cases when the Customer uses the Hotspot Service for gainful activities.
- The Service Provider shall not be obliged to perform any activities connected with operation or maintenance of the Devices, in particular their adjustment, configuration or adaptation.
- In case of admitting a complaint, the Customer shall be entitled to the compensation in the amount of the entire or respective part of the payment made by the Customer in relation to the Hotspot Agreement.
- In order to ensure correct Payment for the Hotspot Service as well as proper operation of the Hotspot Service, the Customer

shall be obliged to start and maintain for the time of the Session the Cookies (i.e. information recorded by the server of the Service Provider in the Device which enables the Service Provider to identify the Customer's Device after each connection with the Hotspot Network) and enable them to record Payment identification data and to start JavaScript.

- As part of maintenance service the Service Provider ensures:
 - telephone Customer service;
 - resolving Technical Problems;
 - information on the Hotspot Service rendered by the Service Provider.

Chapter 5. Charges.

§ 7.

- The Subscriber makes a payment for Hotspot Service as part of a bill for telecommunications services rendered on the basis of telecommunications service agreement other than the Hotspot Service concluded with the Service Provider.
- A Customer who is a non-Subscriber makes a payment for Hotspot Service by means of:
 - an authorized electronic transaction acceptor performed by a payment card through Homepages and Przelew24 system;
 - a paid text message (SMS Premium) sent to the number indicated by the Service Provider;
 - a money transfer sent to the Service Provider through Homepages and Przelew24 system; in accordance with the instructions provided on the Homepages. The amount of payment resulting from the use of the Hotspot Service and the method of charging are specified in the Price list available on the Homepages and the website of the Service Provider.
- Hotspot Service payments are specified in the Price list or the special offer terms and conditions.
- The payment includes:
 - the possibility to use the Hotspot Service assigned in the Price list to a given fee;
 - maintenance service, excluding extra paid maintenance service.
- The Customer is obliged to make a payment for the Hotspot Service in advance, prior to the commencement of the use of the Hotspot Service. The form and method of payment as well as the amount due is regulated by the Price list.
- The date of payment is the date of the receipt of the due amount by the Service provider by means of Przelew24.
- The Price list is published and made publically available by the Service Provider.

Chapter 6. Rules, manner and dates of filing and examining complaints. Amicable ways of dispute resolution

§ 8.

- The Ordering Party or the Customer shall have the right to file complaints regarding the failure on the part of the Service Provider to meet the date determined in the Hotspot Terms of Service for the commencement of the Hotspot Service, failure to perform or improper performance of the Hotspot Service. In this chapter, each reference made to the Customer shall also include the Ordering Party.
- The complaint should include:
 - name, surname and address of residence or business name and official seat of the Customer;
 - information on the subject of the complaint and the period for which the complaint is made;
 - information on the circumstances justifying the complaint;
 - identity number awarded to the Customer by the Service Provider;
 - date of concluding the Hotspot Agreement and the date of commencement of the Hotspot Service indicated in the agreement, if the complaint pertains to a failure, due to the fault of the Service Provider, to meet the service commencement date mentioned in the Hotspot Terms of Service;
 - amount of compensation or other claim, if the Customer demands such an amount to be paid to him or her;
 - bank account number or address to make the payment of the compensation or other claim, or a petition to apply such amounts towards future liabilities, if the Customer demands the payment of compensation or other claim;
 - the Customer's signature, if the complaint is made in writing.
- If the complaint filed does not meet the conditions stipulated in point 2 letters a)-e) or h), the Service Provider may, at its own discretion, request the Customer to submit them, determining the time limit of no less than 7 days and the scope of the supplement and providing a warning that a failure to supplement the complaint within the indicated time limit shall leave the complaint unresolved. Upon ineffective expiration of the indicated time limit, the complaint shall not be further examined.
- If the complaint does not state the amount mentioned in point 2 letter f) and the right to compensation or return of other claim is unquestionable, the Service Provider shall treat the complaint as if the amount was stated.
- If the Customer who is a non-subscriber files a complaint he or she gives consent to his or her personal data mentioned in point 2 hereinabove to be processed by the Service Provider for the purpose of the complaint procedure and payment of compensation.

§ 9.

- A complaint may be filed in writing, by telephone or verbally to a statement made by the Representative of the Service Provider in the Subscriber Service Center, as well as with the use of other means of distance communication, including e-mail, unless there are technical problems which make it impossible.
- If a complaint is made in writing or verbally to a statement in the Subscriber Service Center, the Representative of the Service Provider who receives the complaint is obliged to immediately confirm its receipt in writing.
- If a complaint is made in writing, by telephone or with the use of other means of distant communication, including e-mail, the Service Provider, within 14 days of the day of filing a complaint, is obliged to confirm its receipt in writing, stating the name, address and telephone number of the Service Provider's unit which examines the complaint.
- The provisions of point 3 shall not apply in case of replying to a complaint within 14 days of its filing.

§ 10.

- A complaint can be filed within 12 months of the last day of the calendar month in which the Hotspot Service interruption took place, or of the day on which the Hotspot Service was improperly performed or was to have been performed, or of the day of receiving the bill including incorrect calculation of due amounts for the Hotspot Service.
- A complaint filed after expiration of the time limit mentioned in point 1 hereinabove shall not be considered, however the Service Provider's unit examining the complaint shall immediately inform the Customer of this fact.
- The Service Provider shall reply to a complaint in writing within 30 days of its filing.
- A reply to a complaint should include:
 - name of the Service Provider's unit examining the complaint;
 - legal basis;
 - decision on recognizing or refusing the complaint;
 - in case of awarding compensation - the amount of compensation and pay date;
 - in case of returning other claim - the amount of the claim and return date;
 - information on the exhaustion of complaint procedure and the rights mentioned in point 6 hereinbelow;
 - signature of an authorized employee representing the Service Provider together with the information on the position he or she holds.
- In case of a refusal to recognize a complaint, partly or as a whole, the reply to the complaint should:
 - additionally include a factual and legal justification;
 - be delivered to the claimant by registered mail.
- Upon exhausting the complaint procedure, the Customer can institute a legal proceeding in front of a common court. If the claimant is a natural person who concluded the Hotspot Agreement for purposes which are not directly connected with business or professional activity, he or she has the right to claim compensation in mediation proceedings or in front of the arbitration court mentioned in article 109 and 110 of Telecommunications law.
- The amounts to which the Customer is entitled as a result of recognizing the claim shall, in the first instance, be applied towards the Customer's outstanding liabilities to the Service Provider and if there are no such liabilities the amounts shall be returned by means of a bank transfer to the bank account number indicated by the Customer or applied, at the Customer's consent, towards his or her future liabilities. The return shall be made at cash desk of the Service Provider if:
 - the Customer has not provided the Service Provider with the bank account number for returning the money by bank transfer;
 - the last bank account number indicated by the Customer turns out to be incorrect;
 - the Customer has not requested for the amounts to be applied towards the Customer's future liabilities.
- The amounts mentioned in point 7 hereinabove shall be returned to the Customer within 14 days following the delivery of the reply to the complaint to the Customer by the Service Provider.

Chapter 7. Suspension of Hotspot Service.

§ 11.

- The Service Provider has the right to suspend the Hotspot Service, partly or as a whole, if the Customer:
 - takes actions which hinder or make it impossible to provide or use the Hotspot Service by other users of the Hotspot Network of the Service Provider or other telecommunications network, which cause interference of the Hotspot Service of the Service Provider, Operators cooperating with the Service Provider or the Internet;
 - uses the Hotspot Service in the way which is not in line with the legal order applicable in the Republic of Poland, for purposes which are against the law or good customs, in particular, he or she violates, with the use of the Hotspot Services, personal rights and intellectual property rights;
 - in any other way violates the provisions of Hotspot Terms of Service.
- Moreover, the Service Provider has the right to suspend the Hotspot Service, in part or as a whole, if requested by authorized bodies, in particular defense, domestic security or public order and safety authorities.
- Reactivation of the Hotspot Service shall take place no earlier than after the reasons for suspension have stopped.
- The Service Provider does not provide for the possibility to suspend the Hotspot Service at the request of the Customer

Chapter 8. Expiration of the Hotspot Agreement.

§ 12.

Upon expiration of the Hotspot Agreement, the provision of the Hotspot Service shall be stopped.

Chapter 9. Transitional and final provisions.

§ 13.

- The Hotspot Terms of Service shall be made public and shall be available on the website of the Service Provider.
- The Service Provider reserves the right to record selected telephone conversations conducted by its employees with the Customer, about which the Customer shall each time be informed before the conversation.