

WiFi User Terms and Conditions for Galeria Kazimierz

§ 1

Definitions

1. **“Terms and Conditions”** – “WiFi User Terms and Conditions for Galeria Kazimierz” defining rules of using wireless internet by the User (hereinafter referred to as **„WiFi Service”**) in the mall Centrum Handlowe Galeria Kazimierz located in Cracow (postal code: 33-332) at Podgórska street number 34.
2. **„Galeria”** – Centrum Handlowe Galeria Kazimierz in Cracow (postal code: 33-332) at Podgórska street number 34 represented by IREFF – Galeria Kazimierz PropCo Sp. z o. o. based in Warsaw (01-209) at Hrubieszowska street number 2, registered in National Court Register by the District Court for the city of Warsaw, Warsaw, under National Court Register number KRS 0000464217, REGON: 146671095, share capital 210 733 750,00 zł (hereinafter referred to as **“Galeria Kazimierz”**).
3. **“Range Zone”** – the shared zone of wireless access to the WiFi network at Galeria /i.e. corridors, pathways, parking lots, green patios, historic part of Galeria Kazimierz, /and premises.
4. **“WiFi Network”** – computer network with wireless access and Internet connection, made available by Galeria in the Range Zone.
5. **“User”** – person using the WiFi Network .
6. **“Terminal”** – User’s portable appliance, connected to the WiFi Network (cell phone, laptop, tablet, i Pad etc.).

§ 2

General Provisions

1. WiFi Network remains open and accessible for every person in the Range Zone who obtains a Terminal under the Terms and Conditions. Logging in equals User’s acceptance to hereby Terms and Conditions.
2. Access to the WiFi Service shall be limited to the Range Zone.
3. WiFi Network services shall be provided on a non-commercial basis and free of charge, exclusively within Range Zones.
 - a) Galeria Kazimierz gives to the Users free access to the Wifi Network with no necessity of logging, however, in several justified cases, the necessity of logging in might appear. User may use their social media account of their choice or e-mail address and e-mail password in order to log in to the WiFi Network in Galeria Kazimierz.WiFi Network service:
 - a) Shall be open and access to the WiFi Network shall be restricted in space to the Range Zone, in time to the opening hours ,
 - b) Shall be available for personal purposes unrelated to conducting business activities,
4. User shall remain individually responsible for the costs of using the Terminal, and providing the appropriate security tool protecting from unwanted approach of third parties as well as installing anti-virus protection tool and for the compatibility of Terminal with WiFi Network.

§ 3

Liabilities and Restrictions on the side of Galeria Kazimierz

1. Galeria Kazimierz shall use the best efforts to provide WiFi Service of the best quality.
1. WiFi Service shall enable to use standard WWW browsers via HTTP (port 80) and HTTPS (port 443) protocols.
2. In order to connect with WiFi Network, Terminal should have WiFi adapter compatible with 802.11g/n standard.
3. The Mall shall be entitled to impose restrictions on the connection time, capacity, limit of transferred data and other transmission parameters, restrict and block access to selected content and services on the Internet, register and supervise information or data with a view to ensuring security or managing the WiFi Network.

§ 4

Exclusions of responsibility

1. Galeria:
 - a) Shall not be responsible for the technical condition of the WiFi Network and delays in the Internet network, which could have an impact on the actual transfer to and from the Terminal,
 - b) Shall be entitled to impose on the connection time, capacity, limit of transferred data and other transmission parameters, restrict and block access to selected content and services on the Internet, register and supervise information or data with a view to ensuring security or managing the WiFi Network,
 - c) Shall be entitled to record, control and supervise information and data for sake of security or management of WiFi Network.
2. Galeria Kazimierz and people acting on its behalf and commissioned by Galeria Kazimierz shall not be responsible for:
 - a) Technical condition of the WiFi Network and delays in the Internet network, which could have an impact on the actual transfer to and from the Terminal,
 - b) Unauthorised use of software or other products subject to protection of intellectual property of content available on the Internet,
 - c) Damage done by software owned by users, or any damage caused indirectly or directly during using internet connection via WiFi Network,
 - d) Damage of the Terminal working in connection with WiFi Network.
3. Records of constantly monitored WiFi Network traffic shall be collected up to date.
4. Galeria Kazimierz shall not be responsible for providing technical support for Terminal configuration and use of WiFi Service.
5. User shall be obliged to use the WiFi Service with accordance to the law and decency and without causing hazard to network security.
6. The User shall be prohibited from using the WiFi Network for the purpose of any actions violating the applicable law. In particular the User shall not be allowed to:
 - a) Trying to obtain unauthorized access to computer system resources owned by other Internet users,
 - b) Trying to bypass wireless network security (by changing IP address set by DHCP server, using tunnels, etc.)
 - c) Make available or download from the Internet network: materials protected by copyright (software, films, music etc.),
 - d) Using P2P app,

- e) Giving access to the Internet connection to third parties with the use of teletechnical systems, such as repeaters, routers, proxy, etc.
- f) Launching service servers on devices connected with WiFi network,
- g) Impersonating other users, monitoring other links or scans of ports,
- h) Distribute computer viruses and illegal programmes and software,
- i) Undertaking any other action which may be perceived as potentially dangerous for the network and its users.

§ 5

Miscellaneous

1. Terms and Conditions shall be also available in Information and internet website www.galeriakazimierz.pl
2. Any doubts concerning hereby Terms and Conditions or the way of using WiFi Network as well as malfunction, incorrect functioning or manner of use of the WiFi Network shall be reported to the Information or by calling 12 433 01 01.
3. The provisions of the Civil Code shall be applicable to matters not regulated by hereby Terms and Conditions.
4. Galeria shall be entitled to introduce amendments to the Terms and Conditions at all times.
5. The User shall not be entitled to any claims ensuing from any amendments to the Terms and Conditions.