

# **General Terms of Use for Net4You AccessManager – WiFi4EU Edition**

(as of April 2020)

## **1. Scope and Validity**

The "General Terms of Use for Net4You AccessManager" (hereinafter referred to as "ANB-AccessManager") of Net4You Internet GmbH (hereinafter referred to as "Net4You") shall apply to all deliveries and services, which Net4You provides to users in connection with this product. In addition to these terms, the General Terms and Conditions of Net4You ("AGB") shall apply.

The latest version of the ANB-AccessManager shall replace all the previous Terms of Use (ANB). By registering, the user accepts these terms and conditions as an integral part of the contract.

## **2. Net4You AccessManager**

The Net4You AccessManager is a hotspot system by Net4You Internet GmbH, Tiroler Straße 80, 9500 Villach, which allows access to the Internet in public places via Wireless LAN. Net4You is in charge of the operation and payment collection, regardless of where the system is located. WiFi4EU is an open, generally accessible network.

## **3. Data Collection / Data Processing**

Net4You does not store personal data!

## **4. Special Provisions**

The user must provide the equipment and configuration necessary for data transfer between the access point and the user.

The user acknowledges that all data will be transferred unencrypted.

Any abuse of the services is forbidden and shall result directly in the immediate exclusion from these services and indirectly, depending on the type of abuse, also in legal steps. The use of premium-rate services via various networks shall be at the full expense of the user. Net4You shall assume no liability whatsoever for the content of the transferred data and the content or form of data becoming available through services transmitted by Net4You.

Net4You shall reserve the right to block certain publicly accessible services if they violate Austrian law, EU regulations or are against the accepted principles of morality. Net4You shall undertake to provide your services with the utmost care and make every effort to ensure continuous availability and reliability; it shall, however, provide no warranty that these services remain accessible without interruption. The user shall undertake not to transmit any data or information that violates Austrian law, EU regulations or the accepted principles of morality.

## **6. Place of Performance and Court of Jurisdiction**

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