

## **TERMS AND CONDITIONS FOR USING PALLADIUM WI-FI NETWORK**

### **Terms and conditions for providing a free internet connection service through a wireless Wi-Fi network in the PALLADIUM shopping centre.**

The following text contains the terms of business for providing a free internet access service through a wireless Wi-Fi network (hereinafter referred to as „**Service**“) in the PALLADIUM shopping centre, náměstí Republiky 1 and 1a, Na Poříčí 3 and 3a, Prague 1, Czech Republic (hereinafter referred to as **PALLADIUM**“).

N.T.INVE s.r.o., with its seat at Křenova 438/7, Prague 6 – Veleslavín, ZIP 162 00, IČ (Identification no.): 26085615, DIČ (Tax identification no.): CZ26085615, registered at the City Court in Prague, section/file C 118788 (hereinafter referred to as „**Provider**“) is the Service provider for the owner of PALLADIUM, company Palladium Praha s.r.o., with its seat at Na Poříčí 1079/3a, Prague 1, ZIP 110 00, IČ (Identification no.): 28452704, DIČ (Tax identification no.): CZ28452704, registered at the City Court in Prague, section/file C142573 (hereinafter referred to as „**Owner**“).

These terms of business (hereinafter referred to as „**Terms**“) set valid rules for using the wireless internet connection Service provided by the Service Provider. These Terms are binding on all Service users and the currently valid version is available with the first Service user's attempt to connect to the internet and on the PALLADIUM webpage, [www.palladiumpraha.cz](http://www.palladiumpraha.cz). A service user is defined as any person who uses the Service in PALLADIUM (hereinafter referred to as „**User**“).

1. For the use of the Service, it is necessary to have the User's consent to a valid version of these Terms.
2. In case the User has not given his/her consent or has refused to give his/her consent to a valid version of these Terms, the internet connection through the wireless Wi-Fi network in PALLADIUM will not be enabled, or the already established connection will be severed.
3. The Service is provided through devices which enable wireless access to the internet to the User. These devices are provided by the Service Provider, and are mainly for the customers and visitors of PALLADIUM.
4. In case the User does not proceed in the prescribed manner, he/she will bear full responsibility for any damages caused by that.
5. The portal uses cookies to identify the User.
6. The Provider and Owner of the Service reserve the right to unilaterally change the Terms at any time, even without informing the Users about the changes made. In this regard, the Service Users can't make any claims against the Provider, Owner and other entities.
7. Consent to process personal data for the purpose of these Terms indicates a Service User's consent to gather and process information and data by the Provider and / or the Owner and / or the company Property Solutions s.r.o., companies taking care of sending out the electronic mailings, providers of an analytic service (e.g. Google Analytics), or other third party entities. The collected and processed information will be mainly information about the activity of Service Users on the internet, including information about devices, data transmissions and calls made within the use of the Service, as well as other information related to using the Service.

8. In order for the User to be able to use the Service, his / her device must be able to connect to the Wi-Fi network. In order to protect the data and information of the Users, the login codes are transmitted as coded files. The Provider recommends to all the Users to use appropriate coding (e.g. VPN, SSL) and security mechanisms (e.g. antivirus software and a firewall) during all the operations and activities made when using the Service.
9. The User is not allowed to perform any activity which endangers or could endanger, prevent or disrupt in any other way the proper functionality of the Service or devices of other Users. The following activities are especially forbidden: overloading the network and thus disrupting the functionality of the Service, performing any activities causing transmission or spreading of computer viruses, transmission of IP packets while using a fake address, another person's address or any other false representation of the sender, sending out spam e-mails, scaremongering and spreading false information, as well as performing other activities which are in breach of the applicable law and generally accepted principles of ethical business behavior. The User bears responsibility even for his / her unintentional actions. In case of suspicion of violating these Terms, appropriate legal steps might be taken against the User.
10. The Provider is entitled to block, interrupt or completely stop providing the Service at any time, at its own discretion, even without a previous warning to the User. Securing the compatibility of the User's devices which are used for using the Service, and assessing their suitability for the purpose of using the Service is exclusively at User's discretion. The Provider does not make any software, devices nor configurational settings accessible to the User in connection with the provision of the Service. The Provider does not guarantee the functionality of the Service on the User's device.
11. The data flow between the User's device and the system is uncoded and enables access to third parties. The network is open and does not contain any firewall or antivirus software.
12. Due to the fact that the Service is provided to the Users free of charge, neither the accessibility of the Service, its failure-free functionality and performance efficiency, the performance efficiency and functionality of the individual parts of the network, nor the speed and quality of the transmission are guaranteed. The provider alerts the User that delays, failures or occasional disturbances or slowdowns of the data transmission, connection failures or loss of data or User's software damages in the course of these incidents may occur. In this context, neither the Service Provider nor any other entity bear a responsibility towards the User for the potential development of any damage when using the Service or in connection with using the Service.
13. If any of the regulations of these Terms expires, the legal force and effect of the remaining part of the Terms remains intact.
14. The network Provider reserves the right to limit access of the User to the Service at his own discretion.
15. These Terms and all their changes come into legal force and effect on the date of their publication. Regarding any issues which are not regulated by these Terms, the Service provided complies with the respective regulations of the valid version of the Act No. 89/2012 Coll., Civil Code.

Thank you for using the Service and we wish you pleasant shopping and surfing on the net.

Your PALLADIUM shopping centre team

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