

## Terms & Conditions for the Use of Wireless & Wired Internet Service

The use of the free internet service is subject to the Villa Tenžera Fair Use Policy which we apply so that we can deliver a reliable broadband internet service to all our guests. The Fair Use Policy means that the performance of our network is monitored and we may restrict the Service to users not respecting this Terms and Conditions, in order to ensure that all guests can enjoy satisfying and reasonably safe internet access.

### 1. OUR OBLIGATIONS

1.1 We will use our reasonable actions to make the Service available 24 hours a day; however we will not be liable if for any reason the Service is not available at any time or for any period. Access to the Service may be suspended at any time.

### 2. YOUR OBLIGATIONS

2.2 You will keep confidential any access codes or passwords that may be provided to you in order to access the Service, and will not disclose them to any other person for any reason.

2.3 The Service is intended to allow you to access the internet in order to use, amongst other things, the worldwide web, e-mail and messaging services. You undertake to us that your behaviour while using the Service will be lawful, honest and proper. Without prejudice to any other provision of this agreement, we may terminate your use of the Service at any time without notice if we become aware of any behaviour that has a negative impact on our equipment or network or the use by other customers of our equipment or network or the internet in general, or which damages, or has the potential to damage, our reputation or standing.

2.4 Without prejudice to the generality of paragraph above, you may not:

- \* Use the Service for any illegal purpose;
  - Access or attempt to access any content that endangers minors, is child-pornographic, extremist, or racially objectionable.
  - Access or attempt to access, publish, distribute or disseminate defamatory, infringing, obscene, indecent or other unlawful material or information;
  - Threaten, harass, stalk, abuse, disrupt or otherwise violate the legal rights (including rights of privacy and publicity) of others;
  - Engage in any kind of illegal or unlawful activities;
  - Download or upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity);
  - Knowingly or negligently accessing, transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by Villa Tenžera or any other Internet user or person;

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- \* Access or attempt to access the Service provided to any other customer;
- \* Use the Service in such a manner as to send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent;
- \* Granting access to others not residing at the Villa tenžera, resell, or attempt to resell, the Service to any third party.
- \* Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments, repeatedly downloading large files, watching online TV broadcastings...

## 3. BREACH OF THE AGREEMENT

We reserve the right to take such action as we, in our sole discretion, deem appropriate, including suspension or withdrawal of the Service with immediate effect and without notice to you.

## 4. DISCLAIMER

4.1 You acknowledge that your use of the Service is at your own risk. The Service is provided on an "as-available" basis, and to the fullest extent permitted by law, we hereby exclude all and any warranties or conditions of any kind whether express or implied, in respect of the provided service. Without prejudice to the foregoing generality:

- \* We do not warrant that the Service will be uninterrupted, timely, secure or error-free at all times or will meet your requirements; and
- \* We are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using the Service.

## 5. GENERAL

6.1 We reserve the right to amend this agreement at any time.