

WiFi Terms and Conditions

This document sets out the terms and conditions on which (wireless) internet access (hereinafter referred to as: "the Service") is provided to you at Kiwa N.V. or the direct or indirect subsidiary of Kiwa N.V. on whose location the Service is provided (hereinafter referred to as: "Kiwa").

By using the Service, you expressly acknowledge and agree with the following terms and conditions.

Terms and Conditions

- Use of the Service is subject to restrictions. If abnormal, illegal, or unauthorized behaviour is detected, including heavy consumption of bandwidth, Kiwa reserves the right to disconnect the offending device from the Service.
- You agree that Kiwa is NOT liable for any (direct and indirect) damage as a result of using the Service and will indemnify Kiwa against any third-party claims as a result of using the Service.
- If Kiwa is nevertheless liable despite the foregoing, Kiwa's liability is limited to the amount paid out by the insurer. If Kiwa's liability insurer does not make payment or if the damage is not covered by the insurance in any case, Kiwa's liability will be limited to € 5.000,-. The limitations of Kiwa's liability included in these terms and conditions do not apply if the damage or loss was caused by intent or gross negligence (in the meaning of wilful recklessness) of Kiwa or its management.
- We do not recommend in particular the use of any websites (or other internet related services) (hereinafter referred to as: "Internet Services") and your use of Internet Services is carried out entirely at your own risk.
- We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are free of cybersecurity risks or function as desired or expected.
- We have no responsibility for, or control over, the information you transmit or receive via the Service.
- You agree that for matters of security and network quality, Kiwa monitors internet traffic.
- Although we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received while using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service. You accept that it is your own responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
- We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service and to change security information necessary to access the Service.
- We reserve the right at all times to change these terms and conditions. These terms and conditions are shown every new day you make use of the Service. By using the Service on that new day, you agree with the version of these terms and conditions that is shown on your screen.
- The use of the Service and these Terms and Conditions are governed by Dutch law. In derogation from the statutory rules that apply to the jurisdiction of the civil court, any dispute regarding the use of the Service will be settled by the District Court of The Hague.
- By using the Service, you expressly acknowledge and agree with the terms and conditions as described in this document.

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Examples

Examples of Illegal Uses

The following are representative examples only and do not comprise a comprehensive list of illegal uses:

1. Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
2. Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
3. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
4. The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
5. Export Control Violations.
6. Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
7. Uttering threats.
8. Distribution of pornographic materials to minors and Child pornography.

Examples of Unacceptable Uses

The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

1. High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (i.e.torrents).
2. Obscene or indecent speech or materials.
3. Defamatory or abusive language.
4. Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
5. Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
6. Facilitating a Violation of these Terms of Use.
7. Hacking.
8. Distribution of Internet viruses, Trojan horses, or other destructive activities.
9. Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
10. Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
11. The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
12. Seeking information on passwords or data belonging to another user.
13. Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.
14. Intercepting or examining the content of messages, files or communications in transit on a data network.