

# Terms of Use of the Public WiFi Network “VisitBratislava”

These terms and conditions govern the rights and obligations of entities that entered into a legal relationship in the provision of a free Internet access via a public WiFi network called "VisitBratislava" in Bratislava, district Staré Mesto (hereinafter referred to as “Service”).

## 1. Definitions

1.1. The Service means a free WiFi connection called VisitBratislava.

1.2. **Service Operator** is the Capital City of the Slovak Republic Bratislava, with its registered office at Primaciálne nám. 1, 811 01 Bratislava, Company ID: 00 603 481.

1.3. **Service Administrator** is Bratislavská organizácia cestovného ruchu, with its registered office at Primaciálne nám. 1, 814 99 Bratislava, Company ID: 42 259 088.

1.4. **Service Provider** under Act no. 351/2011 Coll. on Electronic Communications, as amended, is O2 Business Services, a.s., with the registered office at Einsteinova 24, 851 05 Bratislava, Company ID: 50 087 487, entered into the Commercial Register of the District Court Bratislava I, Section Sa, Insert no. 6290 / B.

1.5. **Service User** means any natural person using the Service. A person using the Service becomes the Service User a moment he/ she accepts these Terms.

## 2. Terms of Service Use

2.1. By accepting these Terms prior to the use of the Service the **Service User** confirms that he/ she has become familiar with the Terms and accepts them.

2.2. If the **Service User** does not accept the Terms, the Internet connection via the WiFi network VisitBratislava will not be enabled or will be interrupted.

2.3. The Service is provided free of charge by means of devices enabling wireless access of the **Service User** to the Internet in the area of Bratislava, district Staré Mesto. The WiFi network VisitBratislava allows only standard WiFi client devices in a client mode such as mobile phones, tablets, laptops to connect. The **Service User** may not connect other devices such as WiFi routers, Wifi amplifiers, WiFi repeaters and other devices to the WiFi network VisitBratislava.

2.4. The **Service User** hereby acknowledges that the flow of data between the **Service User's** device and the WiFi network VisitBratislava is not encrypted and may be gathered and used by a third party.

2.5. The **Service User** is hereby advised to use appropriate security mechanisms when using the Service on his/ her devices.

2.6. The WiFi network VisitBratislava does not allow direct communication between Service Users, and supports only communication between Service Users and the Internet. The WiFi network VisitBratislava is open to Service Users. Internet communication passes through a firewall that filters inappropriate web content and prevents the action of inappropriate or malicious applications.

### 3. **Obligations and Responsibilities of the Service User**

3.1. The **Service User** may not engage in any activity that threatens or could threaten, disable, or otherwise impair the proper functioning of the Service or devices of other **Service Users** like intentional overloading of the WiFi network VisitBratislava, disrupting the functionality of the Service, performing any activity that would transmit or spread computer viruses, transmitting IP packets with a false IP address or other false data, sending spam, spreading alarm messages, and false information, damage the hardware and software through which the Service is provided, and perform other activities that are inconsistent with the applicable laws of the Slovak Republic.

3.2. The Service user is fully responsible for the content they transmit while visiting the VisitBratislava WiFi network.

3.3. In the event of any breach of its obligations, the **Service User** is required to pay the **Service Operator, Service Administrator,** and the **Service Provider** damages that were incurred by the behavior of the **Service User**.

### 4. **Other Terms and Conditions**

4.1. The **Service User** notes that due to the nature of the WiFi network VisitBratislava, reliability, performance and functionality of the WiFi network VisitBratislava, neither the speed nor the quality of data transfer are guaranteed. The **Service User** acknowledges that service delays, shorter and longer interruptions or slowdowns in data transmission, connection failures, or loss of **Service User's** data due to such events may occur. **Service Operator, Service Administrator,** and **Service Provider** shall not be liable to the **Service User** for any damages that the **Service User** incurred when using the Service.

4.2. Failures of the WiFi network VisitBratislava can be reported to **wifi-hotspot@in.o2bs.sk**

4.3. The **Service Provider** is authorized to block, suspend or terminate the provision of the Service to the **Service User**.

These Terms and Conditions shall become effective on May 25, 2018.