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## **TERMS AND CONDITIONS OF USE OF THE WIRELESS NETWORK (DCT-Hotspot) ON THE PREMISES OF DCT GDAŃSK SA**

1. This document defines the terms and conditions of use of access to the Internet by means of the wireless network (Wi-Fi), hereinafter referred to as the "Network", by visitors (the "User") on the premises of the container terminal of DCT Gdańsk S.A.
2. The Network may be used on condition of logging and acceptance of these terms and conditions.
3. The Network operates on the premises of DCT Gdańsk SA, ul. Kontenerowa 7, 80-601 Gdańsk.
4. The owner and provider of the Network is DCT Gdańsk S.A., which bears charges connected with its operation.
5. No charge shall be collected from the User for use of the Network of DCT Gdańsk SA.
6. DCT Gdańsk SA shall not guarantee:
  - a) uninterrupted, correct functioning of the Network;
  - b) availability of all network services, application and on-line services.
7. DCT Gdańsk SA reserves the right to record information that might be used for establishing the identity of the persons who violated the provisions of these Terms and Conditions, which shall be done in a manner that does not violate the privacy of the User.
8. When connecting with the Network each User undertakes to:
  - a) use the Network for legal and lawful purposes;
  - b) not to make available, send or download from the Network any contents that are illegal or unlawful or to which the User does not have the property rights;
  - c) not to send, make available or download any contents that might violate a third party's personal interests or that do not comply with the generally accepted code of conduct;
  - d) not to use the access to the Network for the purpose of dissemination of advertising contents or any other contents which were not ordered by recipients (SPAM);
  - e) not to disseminate computer viruses or any other programmes, files or contents that might damage the equipment of other Network users;
  - f) not to breach the safeguards applied in the Network.

9. The User who violates the principles defined in these Terms and Conditions may be deprived of access to the network, on a permanent or temporary basis, in particular for:
  - a) an attempt to gain access to any resources to which the User is not authorised, an attempt to circumvent the safeguards applied to wireless access (i.e. change of the IP address given by the DHCP server, application of tunnels, etc.);
  - b) making available and downloading from the Network copyright protected materials (software, films, music, etc.), racist, fascist and pornographic contents;
  - c) use of applications and computer programmes used for downloading files by the Network User, e.g. P2P, P12M or Torrents;
  - d) further dissemination, making signal available by means of repeaters, routers, antennae, cables, devices, etc.;
  - e) starting server services on the devices connected to points that make the free wireless Network available to visitors at DCT Gdańsk SA;
  - f) any other actions of the User that may be considered as dangerous for the functioning of the Network, illegal or unlawful.
10. The User shall, on its own, ensure safety of its data. DCT Gdańsk SA shall bear no liability for any operations made by the User on the Internet. Furthermore, it shall bear no liability for the activity of any software downloaded by the user from the Network, or for any damage caused, directly or indirectly, by the user's use of the Internet through the Network.
11. The User shall bear full financial and legal liability for any damage arising from its actions taken with the use of the Network.
12. When connecting to the Network the User shall properly secure its equipment against unauthorised access of third parties and have anti-virus software.
13. These Terms and Conditions may be amended without notice.
14. Non-familiarity with the Terms and Conditions shall not release the User from the obligation to comply with them.
15. To matters not provided for in these Terms and Conditions the generally applicable legal provisions shall apply.
16. Any disputes arising from the use of the Network by the User shall be subject to determination by a common court for the Company's registered office.
17. These Terms and Conditions are available at [www.dctgdansk.com](http://www.dctgdansk.com) and guest portal.

