

## **Hotel guest Internet Connection Terms & Conditions**

# **Terms and Conditions**

Welcome! By logging onto the Hotel network, you are deemed to have read and agreed to all of the terms and conditions of this Agreement, as outlined below.

## **1. Not Liable to Customers**

Under no circumstances shall the operating company or The Hotel be liable to guests of this property for any indirect or consequential damages, including, but not limited to, damages resulting from loss of use, lost profits, lost revenue, or damages to third parties as a result of use of the network and/or the Internet link associated with it. The Hotel believes the primary concern to be outages that may occur with the Internet and World Wide Web that are beyond control of The Hotel and the Internet Service Provider.

## **2. Compatibility**

You are responsible for ensuring that you have adequately equipped yourself for Internet connectivity. The Hotel is not responsible for and cannot guarantee that you will be able to use the Service with your equipment. The Hotel will not be liable for any loss of Service based on best advice, or due to any changes to the Service which would render your equipment obsolete or incompatible.

## **3. Account Control**

The Hotel is the sole owner of the Internet connection, and The Hotel reserves the right to terminate your account if your use of the Service is in violation of these terms and conditions.

## **4. Abide by the Rules**

You agree to abide by such rules and regulations as may be imposed from time to time by The Hotel .

## **5. Content and Conduct Violations**

The Hotel may terminate your account for: (i) willfully disrupting network service on the network or anywhere else, (ii) gaining unlawful access to any site, network or host

(computer), (iii) posting any unlawful content or (iv) conducting yourself inappropriately on the Internet.

Inappropriate Internet conduct includes but is not limited to: (i) sending unsolicited "junk" mailings or unsolicited bulk mailings, (ii) posting commercial messages to Usenet news groups, (iii) cross posting to more than 10 Usenet news groups, (iv) posting messages which are off topic for the Usenet news group to which they are addressed, (v) posing as another user in on-line communications, or (vi) sending chain letters.

## **6. Content**

Content: The Internet is a public forum, and therefore some of the material posted may be offensive to you. Remember this when you are accessing the Internet because you accept this risk when accessing such products, services or content. The Hotel assumes no liability for any claims resulting from access to products, services or content available on the Internet.

Illegal Content Review: If other users have access to any material stored in your files or programs, then The Hotel reserves the right to review that material. If the material in question is unlawful, The Hotel reserves the right to edit or remove that material. In most instances, you will be given an opportunity to respond to the allegation that the material in question is unlawful before The Hotel does anything.

## **7. Privacy**

Like phone calls made with a cellular or portable phone, messages sent over the Internet may not be completely private. Encryption technology is available for secured communications but it is the responsibility of the user to source this software.

## **8. Access and Unauthorized Use**

You are responsible for any charges incurred, billing is as described on the server's registration pages.

## **9. Fees, Charges and Payment**

You agree to pay such fees and charges, including applicable taxes, incurred in connection with the provision of Internet Access in accordance with the rates, terms, and payment procedures established by The Hotel. The rates and terms may be amended by The Hotel at any time but will be available to the user before registration.

The Hotel will provide via your room folio or your corporate account statement an itemized statement of charges made to your room or meeting room account for the current guest stay or billing cycle. Billing cycles are based on your previously established credit terms with The Hotel.

## **10. Personal Information**

Subject to the privacy laws of Cyprus, The Hotel is hereby authorized to collect information about you and your use of the Service and to disclose, on a confidential basis, this information to any party with whom The Hotel has business relations.

## **11. Governing Law**

This Agreement is governed by the law of Cyprus .

## **12. Separation of Terms**

Each of the terms, conditions and policies in this Agreement stand alone. Should any be found by a court to be unenforceable, the remainder of the Agreement remains in full force and effect.

## **13. Waiver**

Failure by The Hotel to exercise any of its rights shall not be a waiver or forfeiture of such rights.

## **14. No Warranty**

The Hotel and/or its agents make no warranties of any kind for the Service, the operation of the network, the reliability of transmissions over common carriers, the capacity of common carriers, the security of messages, data or files, or the delivery of messages, data or files. The Hotel **MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE PROVIDED OR ANY INFORMATION ON THE INTERNET. ALL SUCH WARRANTIES OR REPRESENTATIONS ARE EXPRESSLY EXCLUDED.**

## **15. Indemnification**

YOU INDEMNIFY The Hotel and the operating company of the Hotel AND HOLD IT HARMLESS FROM ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF YOUR USE OF YOUR GUEST/MEETING ROOM AND NETWORK.