



General terms and conditions Molecaten WiFi network

1 Definitions

Conditions: these general conditions.

Service: offering a WiFi network.

User: a natural person using the service.

WiFi network: the WiFi network at a Molecaten park.

2 Applicability

The Conditions apply to the Service. By connecting to the WiFi network, User declares to agree with the Terms, to be responsible and liable for his/her failure to act on the Service, to grant Molecaten a limited right of use to use information which is generated on the Service for the functionality of the Service.

3 Use of Service

User is not allowed to:

- make unauthorized use of the Service, which in any case includes performing (legal) acts in breach of laws and regulations, public decency and/or public order;
- navigate websites with a (non)violent undemocratic content and/or distribute or participate in the distribution of such content;
- post or send spam, viruses and other harmful items;
- use the Service in such a way that it may affect others;
- Use the Service to (i) send unsolicited (bulk) unwanted email messages ("spam"), (ii) distribute computer viruses or other harmful software, (iii) intentionally or without permission invade another's computer system (or part thereof) (computer hacking), (iv) threaten individuals and/or organisations, illegally download and/or upload, spoof, (falsification of personal information in order to - temporarily - assume a false identity), (v) stream, download and/or distribute child pornography, and (vi) infringe intellectual property rights;
- use the WiFi network to act against Molecaten's reasonable interests;
- compromise the security of Molecaten's hardware and that of third parties, and/or try to do so;
- undertake and/or engage in illegal activities;
- give third parties access to his/her account;
- use a router, access point or amplifier.

4 Functionality and quality

Molecaten determines the functionality and quality of the Service and ensures the maintenance of the WiFi network. The functionality and quality of the Service is influenced by, among other things, the number of users, coverage, weather conditions, maintenance and other internal/external factors. Molecaten does not guarantee that the WiFi network will be available at all times.

5 Intellectual property

Molecaten is and remains entitled to all intellectual property rights with regard to the Service, the associated software and all information provided by Molecaten to the User. The User is entitled to the information generated by the User when using the Service.

6 Liability

The User uses the Service at his/her own risk. The User will be liable for all damage suffered by Molecaten, including damage which results from the User's (non-)compliance with laws and regulations and these General Terms and Conditions. The User is responsible and liable for any (un)authorised use of the Service by him/herself and by (a) third party(ies).

Molecaten is not liable for any damage of the User in connection with the use of the Agreement, the Service and the services of third parties obtained through the Service.

7 Changes

Molecaten reserves the right to make changes to the terms and conditions.

8 Complaints and disputes

In the event of a complaint about the Service, the User should contact the Molecaten holiday park to which the Service relates. The Molecaten holiday park will answer the complaint as soon as possible.

9 Applicable law

These terms and conditions are governed by the law of the Netherlands.

Hattem, December 21, 2023