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# WIFI CONTRACT

## THE UNDERSIGNED:

Mr. YTH Maes, born 17-02-1989 in Heerlen, residing at Rijksweg 74 in Maastricht,

hereinafter referred to as 'landlord',

### AND:

Name: .....  
.....

Place of birth: .....  
.....

Date of birth : .....  
.....

Street and house number: .....  
.....

Postal code: .....  
.....

City: .....  
.....

E-mail address: .....  
.....

Phone: .....  
.....

hereinafter referred to as 'user',

### TAKE INTO ACCOUNT THE FOLLOWING:

Initials user

Initials LANDLORD

- An agreement has been entered into between the Lessee and the user for the renting of accommodation in Maastricht;
- THE RENTER will provide the user with non-exclusive wireless Internet access ("WiFi") during the Rental Period and subject to the terms of this agreement.

**HAVE AGREED:**

**1. Service Description**

- 1.1 THE LANDLORD offers the user and the user purchases from the LANDLORD the non-exclusive wireless internet access, hereinafter referred to as 'WiFi facility' for use in his living space.
- 1.2 The WiFi facility is exclusively intended to be used in the abovementioned living space.
- 1.3 The user is not permitted to use the WiFi facility in a room other than that described in article 1.1 without the prior written consent of the Lessee.
- 1.3 The user is not allowed to use or install WiFi amplifiers, boosters, routers or other transmission equipment. This equipment can disrupt the connection of fellow residents.

**2. Conditions**

- 2.1 This agreement obliges the parties to comply with the provisions of the law with regard to the use of WiFi, insofar as not deviated from in this agreement.

**3. Duration, extension and termination**

- 3.1 This agreement is inextricably linked to, and equal to, the duration of the rental agreement between the Lessee and the user.
- 3.2 THE Lessee will make the WiFi facility available to the user on the date of commencement of the rental contract, provided that the user has fulfilled all existing obligations towards the Lessee at that time. If the commencement date does not fall on a working day, the WiFi facility will be made available on the next working day.

**4. Payment, payment period**

- 4.1 obligationWith effect from the commencement date of this agreement, the user's payment obligation consists of:
  - the service price: € 22, -
- 4.2 The service price is payable monthly in advance, together with the payment of the basic rent and other service costs to the Lessee , to the usual account number:

Initials user

Initials LANDLORD

**5. Subscription price change**

5.1 Changes to the subscription price will be communicated by the Lessee no later than two months before it takes effect.

**6. Administrator**

6.1 Until the Lessee informs otherwise, the following acts as administrator: BlueMotica.

6.2 Unless otherwise agreed in writing, the user must contact the manager with regard to technical matters concerning the WiFi facility. Contact takes place exclusively via email: [support@bluemotica.com](mailto:support@bluemotica.com).

**7. Liability**

7.1 THE LESSOR declines all liability for damage resulting directly and / or indirectly from no, or incomplete, or incorrect availability of the WiFi facility or any other damage in the context of this agreement.

7.2 THE LESSOR declines all liability for loss and / or damage to data or data that results directly and / or indirectly from no, or incomplete, or incorrect availability of the WiFi facility.

7.3 The lessor does not provide any guarantee regarding the availability or suitability of the WiFi facility.

7.4 The WiFi facility is provided to the Lessee by third parties. The use of the WiFi facility and its operation may be subject to events over which the Lessee has no control, including, but not limited to, equipment failures, telecommunications interruptions, Internet service interruptions and power outages. It is the user's responsibility to ensure the safety of its (computer) equipment, software and data. THE LESSOR does not offer any security or protection against unauthorized access to computer (s), software or data of the user via the internet, or from viruses or other actions of third parties.

7.5 The User will indemnify, defend and hold harmless the Lessee for all losses, liabilities, damages, legal costs, attorneys' fees and all other expenses that may be incurred by or claimed against the Lessee or its legal successors in connection with the use of the WiFi facility by the user.

7.6 The User should be aware that certain information may be available on the Internet or otherwise via the WiFi facility that may be offensive or that may not be in accordance with the law. RENTER assumes no responsibility for any content on the Internet or made available by others and has no liability whatsoever for any claims, losses, actions, damages, lawsuits or proceedings arising out of or otherwise related to user's access to such content. THE LESSOR does not undertake any obligation to check the internet access via the WiFi facility.

**8. Use of the WiFi facility**

8.1 Usage restrictions. User will not use the WiFi facility for:

(I) any purpose that violates any copyright, trademark, patent or trade secret of any person;  
or

(II) any purpose that conflicts with any law or regulation that currently exists or is established below.

Initials user

Initials LANDLORD

8.2 The User agrees not to resell the WiFi facility or to make it available to third parties or to charge any other costs to third parties for the use of the WiFi facility, in whole or in part, directly or indirectly, or bundled. The WiFi facility may only be used by the user.

8.3 The WiFi facility is only for general use of the user. User will not use the WiFi facility to grant third parties access to the internet. User agrees not to use the WiFi facility to function as an internet service provider, a server site for FTP, email hosting, web hosting or other similar applications, unless these applications are solely for the user's own use and benefit.

8.4 The User agrees not to limit, prevent or otherwise disturb or deliberately disturb the WiFi facility.

8.5 THE Lessee may determine additional rules or terms of use for the WiFi facility in the future. In the event that such rules or conditions are enacted, the lessor will:

(I) notify the user by email of these additional rules or terms of use;

(II) such rules and conditions become a part of and incorporated into this Agreement. User is obliged to periodically review these conditions. Due to the continuous use of the WiFi facility, the User declares to agree to these additional rules or terms of use.

## 9. Special provisions

9.1 The user cannot derive any rights from any translation of this agreement made available. Only an agreement signed by the parties in the Dutch language is legally valid.

9.2 In the event of violation of the terms and conditions of this WiFi contract, the User will forfeit a fine equal to Article 13, paragraph 1, sub D of the rental contract for residential accommodation with the Lessee.

## Drawn up and signed in duplicate

**User**

**LANDLORD**

**Date:**

**Date:**

**Location:**

**Location: Maastricht**

**Signature:**

**Signature:**

Initials user

Initials LANDLORD