

Conditions Powww with Customer V29-5-2019

Article 1. Definitions and framework

1. The WiFi hotspot is an internet service from Powww (the 'Service'). The service works in many countries listed on its website www.powww.eu. The Service is subject to change, so countries can be added or exit. This is mentioned on the website on time.
2. Powww is a trade name of Smit Online Holding BV, registered at Commercial Register under number 30219265, VAT number NL8171.37.117.
3. The rates of the Powww Service can also be found on the website.

Article 2. Agreement

1. This agreement ('Agreement') begins and forms a binding contract between Powww and the Customer as soon as the Customer has the Service order. The Agreement applies until it is dissolved as described here.
2. The customer has the right to cancel this Agreement within fourteen (14) days by contacting our Customer Service by e-mail (support@powww.eu), unless the Customer has concluded this Agreement in a business context (not as a private individual) or has already used the Service.
3. The Service, including related offers or promotions, may be subject to specific additional terms and conditions as published in our marketing materials and / or on our website. Our General Terms and values can be adjusted, which means that the customer must check the website frequently.
4. This agreement can not be transferred to another person without permission from Powww. The customer may not therefore resell the Service without the permission of Powww and therefore always remains responsible towards Powww.

Article 3. Our obligations

1. Powww offers the Service in accordance with the Agreement and as described in the current price plan.
2. We strive to make our Service available to the Customer at any location as indicated on the website. However, the availability and quality of the Service can be influenced by matters that we have no influence on, so the Customer must take this into account. One can think of no or bad 3G / 4G range of the mobile networks so the WiFi speed is below expectations.
3. We will provide the service with due skill and care. If the Customer experiences problems with our Service or suspects a defect, he must contact us by email.
4. We may from time to time, without notice, adjust the Service to comply with laws, regulations, security requirements and other requirements.

5. The personal information of the Customer is covered by the Dutch protection legislation. Powww takes all necessary measures to ensure the protection and confidentiality of the Customer's personal information and may not use this personal information for purposes other than customer management, market research and fraud prevention.

Article 4. Obligations of the Customer

1. The Customer is obliged to use the Service in accordance with this Agreement and with any other instructions that have been communicated.
2. The Customer is responsible for all costs incurred on the Service, by himself or someone else .
3. The Customer declares that Powww has the right to immediately suspend the service if it does not comply with applicable laws and regulations.
4. The Customer is responsible for the manner in which he uses the Service. We are not responsible for any content he sends or receives.

Article 5. Credit and costs

1. In order to use the Service, the Customer must have sufficient credit and / or an adequate bundle on his Account. If the credit or bundle of the Customer runs out while he uses the Service, we can suspend the delivery of that Service until the Customer has placed new credit or a new bundle on his Account.
2. The costs for the use of the Service are in accordance with the rates that apply at that time to the tariff plan chosen by the Customer. Costs and, in the case of bundles, consumption are deducted from the Top-up Credit / the Top-up Bundle on the Customer's Account. If costs are incurred at the same time, they will also be debited simultaneously. All available rate plans are on the website and are regularly updated with changes to the rates and special offers. We can change the prices applicable to the Customer at any time by posting the changes on the website. The Customer can contact the Customer Service at any time to request more information about our rates or changes in this.
3. Top-up credit and data bundles may only be used for our Service and the Customer is not entitled to a refund of remaining credit or a remaining part of his bundle. Credit and bundles are non-transferable and no interest is charged or paid on the credit or bundle.

Article 6. Suspension or termination

1. We have the right, without any liability to the Customer, the delivery of service to the Customer fully or partially suspend or terminate:
 - a) if we terminate this Agreement the right when the customer fails to fulfil this agreement, but we choose to give him a chance this on to L oxen when at all possible;

- b) if we are instructed by the government, an auxiliary organization or other competent body or other legal authority;
- c) for repairs or maintenance or for operational or safety reasons;
- d) If we register fraudulent or improper use of the Customer's Account or one or more other Service (for example, a deviating high consumption pattern);
- e) if we have a good reason to suspect the Customer of violation of this Agreement;
- f) if the Customer does not use the Service in accordance with the applicable laws and regulations .

Article 7. Adaptation of the Agreement

1. This section covers all adjustments to the Agreement, with the exception of adjustments to our rates, which are described above.
2. We can amend or update the Agreement at any time. We will only do this with a valid reason, for example to comply with changed agreements with our partners, changed laws and regulations or business requirements.
3. If we make a significant change to this Agreement, we will notify the Customer via the Website.

Article 8. Access to the internet

1. We offer no guarantee whatsoever regarding the correctness, completeness, reliability and continuous availability of the content of or information on third party sites and the content of or information in other sources to which the Customer has access through the Service.
2. We are not responsible for any damage caused by viruses that access the Customer's device through our Service or otherwise. It is the responsibility of the Customer to protect his device with suitable anti-virus software.

Article 9. Personal data

1. Powww complies with all applicable laws and regulations regarding the collection, use, transmission, storage and protection of personal data collected or used by Powww for the provision of the Service.
2. Powww collects only the following personal information from the Customer: First and Last Name , Address, E-Mail address, Phone Number, Bank Account Number.
3. The Customer agrees that Powww may occasionally send e-mail newsletters with the possibility to unsubscribe.

Article 10. Online payment

1. Powww assures its customers that the online payment procedure is fully secured by its payment partner Pay.nl.

2. Powww reserves the right to refuse or block an Upgrade attempt or to temporarily suspend the connection to prevent fraudulent use by the Customer.

Article 11 . Applicable law

1. A dispute with a Customer can be presented to a court in the Central Netherlands.