

Usage, Liability and Indemnity Agreement on the Use of Internet Access via WiFi

Permission to use wireless internet access

The operator provides wireless internet access (WiFi). He offers the user the possibility of sharing this internet access via WiFi for the duration of his stay. The user is not entitled to allow third parties to use it. The operator is not able and also not obliged within the scope of this shared use by the user to guarantee the actual availability, suitability or reliability of this Internet access for any purpose, including in terms of volume. The operator is entitled at any time to admit further users and to restrict the user's access completely, partially or temporarily or to exclude him completely from further use. In particular, the operator reserves the right, at its reasonable discretion and at any time, to block access to certain pages or services via the WiFi.

Access data

The operator provides the user with access data for this purpose (access security). These access data (login name and password) may not be passed on to third parties. The operator may change these access data at any time or limit their validity. In this case, however, the user may request new access data. The user undertakes to keep his access data secret at all times.

Limitation of liability

The user is aware that the WiFi only provides access to the Internet. The operator does not provide any additional security measures (e.g. virus protection, firewall, etc.). The data traffic established using the WiFi is encrypted by WPA2 so that misuse by third parties is virtually impossible and the data cannot be viewed by third parties. The retrieved content is not subject to any verification by the operator. The use of the wireless internet access is at the user's own risk. The operator accepts no liability for damage to the user's terminal equipment or data resulting from the use of the WiFi, unless the damage was caused intentionally or by gross negligence on the part of the operator and/or its vicarious agents.

Responsibility of the user

The user alone is responsible for the data transmitted via the WiFi, the services used via the WiFi and the legal transactions carried out. If the user uses the services of third parties via the Wireless LAN, the resulting costs

shall be borne by the user. The user undertakes in particular to comply with applicable law when using the wireless internet access. In particular, the user shall

- not reproduce, distribute or make publicly accessible any copyrighted works unlawfully; this applies in particular in connection with uploading and downloading in file-sharing programmes or similar offers;
- use the WiFi neither for the retrieval nor for the dissemination of immoral or illegal content;
- observe applicable regulations for the protection of minors;
- not send or distribute any derogatory, defamatory or threatening content;
- not use the WiFi to send spam and/or other forms of inadmissible advertising.

Indemnification of the operator from claims of third parties

The user indemnifies the operator against all damages and claims of third parties which are due to an illegal use of the WiFi by the user and/or a violation of this agreement. This indemnity also extends to the costs and expenses associated with the claim or its defence.

Documentation

The user was informed that every use of the operator's wireless network is documented and archived with IP-address, MAC-address, date and duration in order to hold the operator harmless if necessary and to prove which user used the wireless network and when.

Signatures