



Wi-Fi Information

Terms of Use for Guest Wi-Fi

1. Subject Matter and Scope of these Terms of Use

These Terms of Use govern your and our rights and obligations in connection with the use of our guest Wi-Fi access.

2. Our Services

(1) We provide you with free access to the internet in our premises in the form of a Wi-Fi connection ("hotspot").

(2) The availability of the hotspot depends on our respective technical and operational capacities. There is no entitlement to a functioning hotspot or a specific locational coverage of the hotspot.

(3) We furthermore do not guarantee that the hotspot can be used without disruption or interruption. We also cannot guarantee any transmission speeds.

(4) We reserve the right to modify, restrict, or discontinue access to the hotspot without prior notice in the event of necessary technical repairs and maintenance.

(5) There is no guarantee that specific services can be used via the hotspot. In particular, port blocking may be implemented. Generally, internet browsing and sending and receiving emails will be possible.

3. Access and Use

(1) We offer our guest Wi-Fi only to visitors of our accommodation for tradespeople. It is not a publicly accessible telecommunications service, but rather an internal Wi-Fi network for guests of our establishment.

(2) Use of the hotspot requires that you register beforehand and/or accept these terms of use at the start of your hotspot access.

This can usually be done by selecting the hotspot as

the Wi-Fi network on your device, via a registration form or a welcome page that then appears.

(3) There is no entitlement to use the hotspot. We are free to restrict or discontinue access to the hotspot at any time without giving reasons.

(4) The current version of these Terms of Use, which is made available to you when you register for the hotspot, applies.

4. Access Data

(1) If you have provided login data (such as username, password, email, etc.) during registration, you must keep this data confidential and not make it accessible to unauthorized third parties.

(2) If you have received registration data, you must ensure that access to and use of the hotspot with your user data is exclusively by you as the user. If there are facts that justify the assumption that unauthorized third parties have obtained or will obtain knowledge of your access data, you must inform us immediately.

(3) As a user, you are liable for any use and/or other activity carried out under your access data, in accordance with applicable legal provisions.

5. Your obligations as a user

(1) You are obligated to provide truthful information about yourself when using the service.

(2) You are obligated to comply with applicable laws when using our hotspot.

(3) Other obligations arising from other provisions of these Terms of Use remain unaffected.

6. Prices

The service is provided free of charge.

7. Availability of services

Since our services are provided free of charge, you have no right to use the hotspot. However, we strive to ensure the hotspot is available with as little interruption as possible.

8. Prohibited Actions

As a user, you are prohibited from any actions while using the hotspot that violate applicable law, infringe

the rights of third parties, or violate the principles of youth protection.

In particular, the following actions are prohibited:

posting, distributing, offering, and advertising pornographic, fraudulent, or otherwise illegal content, services, and/or products that violate youth protection laws, data protection laws, and/or other laws;

publishing or making accessible content that insults or defames other users or third parties;

- The use, provision, and distribution of content, services, and/or products that are legally protected or encumbered by third-party rights (e.g., copyrights) without express authorization;

The public dissemination of copyrighted works or other copyright infringements, particularly when using so-called "Internet peer-to-peer" or file-sharing services.

Furthermore, regardless of any potential legal violation, the following also apply when posting one's own content on the service provider's website and when communicating with other users (e.g., by sending private messages, participating in discussion forums, etc.):

- The transmission of above-average amounts of data, and in particular the continuous transmission of such amounts of data;

Hosting a web server or other servers by using a hotspot provided by the service provider;

Changing the default DNS servers in the network settings of the hotspot provided by the service provider;

Sending junk mail, spam, or chain letters;

Distributing viruses, Trojans, and other malicious files;

Distributing suggestive, offensive, sexually explicit, obscene, or defamatory content or communication, as well as content or communication that is likely to promote or support racism, fanaticism, hatred, physical violence, or unlawful acts (either explicitly or implicitly);

- Soliciting other users or third parties to disclose passwords or personal data for commercial or illegal purposes.

Also prohibited is any action that is likely to disrupt the smooth operation of our hotspot, in particular to place a disproportionate load on our systems.

9. Blocking Access

We may temporarily or permanently block your access to the hotspot at any time if there is concrete evidence that you are violating or have violated these Terms of Use and/or applicable law, or if we

have another legitimate interest in blocking access.

10. Indemnification

(1) As a user, you are solely responsible for all actions you take in connection with using the internet via our hotspot.

(2) You shall indemnify us against all claims asserted against us by third parties due to a breach by the user of statutory regulations, third-party rights (in particular personality rights, copyrights and trademark rights) or contractual obligations, representations or warranties, including the costs of necessary legal defense (attorney's fees and court costs at the statutory rate) upon first demand.

(3) In the event of the assertion of claims within the meaning of Section 10, Paragraph 2, you are obligated to cooperate fully and promptly in the investigation of the facts and to provide us with the information necessary for this purpose in a suitable manner.

11. Limitation of Liability

(1) We shall be liable without limitation for all damages caused by us in cases of intent or gross negligence.

(2) In cases of slight negligence, we are liable without limitation for injury to life, body, or health.

(3) Otherwise, we are only liable if we have breached a material contractual obligation. Material contractual obligations are defined as those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the user may regularly rely. In these cases, liability is limited to compensation for foreseeable damages that typically occur.

(4) To the extent that our liability is excluded or limited under the aforementioned provisions, this also applies to our vicarious agents.

(5) Liability under the Product Liability Act remains unaffected.

12. Data Protection

(1) We ensure that your personal data is only collected, stored, and processed to the extent necessary for the performance of the contract and permitted by law, or as required by law.

(2) If, in the course of using our services, we obtain your data protection consent, please note that you may revoke this consent at any time with effect for the future.

(3) To provide you with the hotspot services, the use of personal data from your device is necessary. In this context, the MAC addresses of devices may also be temporarily stored. Furthermore, we may store log data ("log files") about the type and extent of the use of the services for 7 days. This data

cannot be directly associated with you.

13. Final Provisions

(1) The laws of the Federal Republic of Germany shall apply, excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If you are a merchant, a legal entity under public law, or a special fund under public law, our registered office shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

(3) Should any provision of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.