

# TERMS AND CONDITIONS OF USE FOR THE GUEST WIFI

## 1. DEFINITION AND SCOPE OF THESE TERMS AND CONDITIONS OF USE

- 1.1 These terms of use cover your, and our, rights and responsibilities, relating to the use of our guest Wi-Fi access.

## 2. OUR SERVICES

- 2.1 We will provide you with free access to the Internet on our business premises in the form of a Wireless LAN connection ("Hotspot").
- 2.2 Provision of the hotspot is subject to our technical and operational capabilities at any given time. There is no entitlement to a working hotspot, nor to any particular signal range.
- 2.3 Furthermore, we do not guarantee that the hotspot will be free of disruptions or outages. Nor can we provide a guarantee of network speed.
- 2.4 We reserve the right to interrupt, curtail or suspend access without prior notice due to essential maintenance and repair work.
- 2.5 There is no entitlement to use particular services via the hotspot. As such, some ports in particular may be blocked. In general, surfing on the Internet and sending or receiving emails is normally enabled.

## 3. ACCESS AND USAGE

- 3.1 We provide our guest WIFI access exclusively for use by visitors to our company. It is not a publicly accessible telecommunications service, but an internal Wireless LAN for our guests.
- 3.2 The prerequisite for using the hotspot is that you accept the validity of these terms and conditions when starting to use the hotspot. This is done via a login page after selecting the hotspot as a WIFI network on your end device.
- 3.3 There is no entitlement to use the hotspot. We are at liberty to limit or block access to the hotspot at anytime without giving reasons.
- 3.4 The current version of these terms and conditions, made available to you at the time you register to use the hotspot, applies.

## 4. LOGIN CREDENTIALS

- 4.1 Ensure that access to and use of the hotspot is exclusively by you as the user. If there are facts that justify the assumption that unauthorized third parties are using your access, you must inform us immediately.
- 4.2 As a user, you are liable for any use and/or other activity carried out under your access, according to statutory regulations.

## 5. YOUR RESPONSIBILITIES AS USER

- 5.1 When using the service, any personal data entered by you must be truthful and accurate.
- 5.2 When using our hotspot, you are obliged to comply with currently applicable laws.
- 5.3 Further obligations arising from other regulations defined in these terms of use, shall remain unaffected.

## 6. CHARGES

- 6.1 The service is provided free of charge.

## 7. AVAILABILITY OF THE SERVICE

- 7.1 As our services are provided free of charge, we are not obliged to allow you use of the hotspot. However every effort will be made to provide an uninterrupted service at all times.

## 8. PROHIBITED ACTIVITIES

- 8.1 When using the hotspot, you are prohibited from any activities that contravene current statutory law, infringe the rights of third parties or violate laws for the protection of minors. In particular the following activities are prohibited:
  - the uploading, distribution, offering or solicitation of content, services and/or products that are fraudulent, pornographic, violate the Youth Protection Act, the Data Protection Act and/or any other laws;
  - the publication or making accessible of content that is offensive or defamatory to other users or third parties;
  - using, supplying or distributing content, services and/or products, that are legally protected or subject to third party rights (e.g. copyright), without express permission;
  - making publicly available works that are protected by copyright, or other copyright-infringing activities, in particular via the use of internet exchange platforms or file-sharing services;
- 8.2 Furthermore, irrespective of any possible contravention of the law, when uploading content on the Internet page of the service provider, or when communicating with other users (e.g. by sending personal messages, participating in discussion forums etc.) the following activities are prohibited:
  - the bulk transmission of large volumes of data and in particular their sustained transmission;
  - hosting a web server or any other kind of server through use of a hotspot of the service provider;
  - changing the default DNS servers in the network settings of the hotspot of the service provider;
  - sending junk or spam mails as well as chain letters;
  - the distribution of viruses, Trojans or other malicious files;
  - the distribution of offensive, indecent, sexual, obscene or defamatory content or communication, as well as any content or communication that could be used to endorse or promote (whether explicitly or implicitly) racism, bigotry, hatred, physical violence or illegal activities;
  - requesting other users or third parties to reveal their passwords or personal data for commercial or unlawful/illicit purposes;

- 8.3 Also prohibited is any activity that may serve to impair the smooth operation of our hotspot, in particular anything that puts an excessive load on our systems.

## 9. BLOCKING USER ACCESS

- 9.1 We may block user access to the hotspot temporarily or permanently if we have concrete grounds for suspecting that you are, or have been, in violation of these terms of use and/or applicable laws, or if we have any other legitimate reason to block access.

## 10. EXEMPTION FROM LIABILITY

- 10.1 As a User, you are fully responsible for all your activities related to the use of the Internet via our hotspot.
- 10.2 You hereby indemnify us on first request, from all third-party claims against us due to the user's infringement of statutory regulations, claims made due to infringement of third party rights (in particular personal, copyright, and trademark laws) or infringement of contractual obligations, warranties or guarantees, including any legal defense expenses (legal fees and costs at the statutory rate).
- 10.3 In the event of claims arising, as outlined in paragraph 10 section 2, you are obliged to cooperate immediately and fully with the fact finding process, and make readily available to us any information required.

## 11. LIMITATION OF LIABILITY

- 11.1 We will assume unlimited liability for all damages caused by us due to willful intent or gross negligence.
- 11.2 In the case of light negligence, we will assume unlimited liability in the event of damage to health, personal injury, or death.
- 11.3 Otherwise, we will only assume liability if we have breached essential contract terms. Essential contract terms are generally defined as conditions sine qua non for the due and proper fulfillment of this agreement, and which the user can normally count on being satisfied. In these cases, liability is limited to compensation for foreseeable damages, typical for the contract.
- 11.4 Insofar as our liability is excluded or limited according to the aforementioned regulations, this also applies to our representatives or vicarious agents.
- 11.5 Liability according to product liability law shall remain unaffected.

## 12. DATA PROTECTION

- 12.1 We shall ensure that your personal data will only be collected, stored and processed to the extent necessary for providing any contractually agreed services, and as permitted or required by law.
- 12.2 In the course of using our services, should you be asked for declarations of consent according to Privacy Law, you will be informed that you can rescind these anytime with prospective effect.
- 12.3 In order to provide you with hotspot services, personal data from your end device is required. This means that the MAC addresses of end user devices may also be temporarily stored. Furthermore, we may keep log files for up to 7 days recording the nature and amount of use. These data cannot be traced back to you personally.

## 13. FINAL PROVISIONS

- 13.1 The law of the Federal Republic of Germany shall apply, with the exception of the UN Convention on Contracts for the International Sale of Goods.
- 13.2 If you are a merchant, corporate body under public law, or a public separate estate, then our office is the exclusive place of jurisdiction for all disputes arising in connection with this agreement.
- 13.3 Should individual provisions of these terms of use be, or become, invalid, this shall not affect the validity of the remaining provisions.

The German version of our Terms and Conditions of Use for the Guest WIFI takes precedence over the English version. In case of doubt, the German version shall be taken as reference.

Status: Münster, October 2022



Hotel zur Davert

Davertstraße 40 , 48163 Münster

Phone +49 2501 9611-0

Fax +49 2501 9611-96

E-Mail [info@hotel-zur-davert.de](mailto:info@hotel-zur-davert.de)

Internet: [www.hotel-zur-davert.de](http://www.hotel-zur-davert.de)