

**Please read and agree to the terms and sign at the bottom of the document in order to receive the password to the Wi-Fi.**

#### 1. Definition and scope of these terms and conditions of use

These terms of use cover your rights and responsibilities as well as ours, regarding the use of our Internet service for the residents of the apartment.

#### 2. Our services

1. We will provide you with access to the Internet in “Haus St. Anna” in the form of Wi-Fi (and through the LAN-Ports in your unit upon request).
2. Provision of the Internet is subject to our technical and operational capabilities at any given time.
3. Furthermore, we do not guarantee that the Internet will be free of disruptions or outages. Nor can we provide a guarantee of network speed.
4. We reserve the right to interrupt, curtail or suspend access without prior notice due to essential maintenance and repair work.
5. There is no entitlement to use particular services via the Internet. As such, some ports in particular may be blocked. In general, surfing on the Internet and sending or receiving emails as well as connection of your devices over the Wi-Fi is normally enabled.

#### 3. Access and usage

1. We provide our Internet access exclusively for use by the resident of our apartments. It is not a publicly accessible telecommunications service, but an internal Internet access.
2. The prerequisite for usage is that you accept these terms and conditions of use.
3. You will be notified of any changes in these terms and conditions, which will be effective immediately.

#### 4. Login credentials

1. If you have been provided with login details, you must ensure that these are used exclusively by you as User, in order to gain access to and use the Internet. If circumstances arise that give reason to suspect that unauthorized third parties have obtained or will obtain your login details, you must inform us immediately.
2. As a User, you are liable for any use and/or other activity carried out with your login details, according to statutory regulations.

#### 5. Your responsibilities as User

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

#### 6. Availability of the service

We do not guarantee the availability of the Internet. However every effort will be made to provide an uninterrupted service at all times.

#### 7. Prohibited activities

When using the Internet, 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;

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 Internet of the service provider;
- changing the default DNS servers in the network settings of the Internet 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;

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

## 8. Blocking user access

We may block user access to the Internet 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.

## 9. Exemption from liability

1. As a User, you are fully responsible for all your activities related to the use of the Internet via our Internet.
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).
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

1. We will assume unlimited liability for all damages caused by us due to willful intent or gross negligence.
2. In the case of light negligence, we will assume unlimited liability in the event of damage to health, personal injury, or death.
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.
4. Insofar as our liability is excluded or limited according to the aforementioned regulations, this also applies to our representatives or vicarious agents.
5. Liability according to product liability law shall remain unaffected.

## 12. Privacy protection

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.
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.

