

**Wi-Fi for guests**  
**Terms and Conditions of Use**

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

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

**2. Our services**

- (1) We may (but are not obliged to) provide you with free internet access on our business premises in the form of a Wireless LAN connection (the “Hotspot” or “Guest Wi-Fi”).
- (2) The Hotspot is provided at our sole discretion and always subject to our technical and operational capabilities. There is no entitlement to a working Hotspot, nor to any particular technical setup (e.g., signal range, network speed, available network services, security measures etc.).
- (3) We reserve the right to apply standard technical measures to protect the security and integrity of our IT systems and to limit our liability risk for potential abuses of the Hotspot. These technical measures may include, but are not limited to, firewalls, malware scanners, port and/or IP filters, and deep packet inspection. Our statutory obligations under applicable telecommunication and telecommunication privacy laws remain unaffected.
- (4) Disruptions or outages of the Hotspot may occur at any time without creating any liability for us.
- (5) We reserve the right to interrupt, limit or suspend access to the Hotspot at any time without prior notice.

**3. Prerequisites for access and usage**

- (1) We provide our guest Wi-Fi access exclusively for the temporary use of visitors, clients or other personnel on site. It is not a publicly accessible telecommunications service, but an internal Wireless LAN for our guests and on site personnel.
- (2) You must register as a user by providing a valid email address. Upon registration, you will receive login credentials via email. You must accept the terms and conditions to use the Hotspot.

**4. Login credentials**

- (1) In case we provide you with log in credentials, you must keep your login credentials which are created during the registration process (such as username and password) confidential to protect them from unauthorized third-party access. Sharing login credentials with any third-party is strictly forbidden.
- (2) It is your responsibility to inform us immediately, if circumstances indicate that a third party may have obtained access to your login credentials.

**5. Your responsibilities as user**

- (1) Any data you enter when registering for the Hotspot must be correct and complete.
- (2) When using our Hotspot you are obliged to comply with all applicable laws, and to refrain from any illegal activities.
- (3) You are responsible for ensuring security of connected devices to our Hotspot and security of your internet traffic. We are not obliged to deploy security measures in the Hotspot.
- (4) You are prohibited from using the guest Wi-Fi to transfer special categories of personal data as defined by Article 9 of the GDPR. This includes information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used to identify a person, health data, or data relating to an individual's sex life or sexual orientation.

**6. No charges**

The service is provided free of charge.

**7. Prohibited activities**

- (1) When using the Hotspot, users shall comply with all applicable laws and regulations and must refrain from engaging in any conduct that infringes upon the rights of third parties.
- (2) Irrespective of potential restrictions under applicable laws or regulations the following activities are always prohibited when using the Hotspot:
  - the bulk transmission of excessively large volumes of data;

- hosting a web server or any other kind of server via the Hotspot for access by third parties;
  - any use of peer-to-peer file sharing networks;
  - changing the default DNS servers in the Hotspot network settings;
  - sending unsolicited (“spam”) emails or chain letters;
  - the distribution or downloading of computer viruses, Trojans, or other malicious files;
  - the distribution or downloading 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.
- (3) Also prohibited is any activity that may impair the smooth operation of our Hotspot or other systems, in particular
- anything that puts an excessive load on our systems;
  - port scans;
  - vulnerability scans.
- (4) Our Hotspot is not designed for transferring special categories of personal data such as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. It is prohibited to use the Hotspot to process this kind of personal data.
- (5) In case of a culpable breach of these restrictions you are obliged to indemnify us against any third-party claims or liability which may arise for us as a result of your breach.

## **8. Exclusion of liability**

- (1) We are liable in accordance with the statutory law for all damages caused due to willful intent or gross negligence, or in case of damages to health, personal injury, or death. In all other cases we shall not be liable for any damages caused by or in connection with our Guest Wi-Fi, except that our statutory liability pursuant to the German Product Liability Act – *Produkthaftungsgesetz* – shall remain unaffected.
- (2) The above exclusions and limitations of our liability also apply to a potential direct liability of our representatives or agents.

## **9. Data protection**

- (1) We will provide the Hotspot in compliance with applicable data protection laws.
- (2) Detailed information on our processing of your personal data and additional consent you provide is provided in our [Guest Wi-Fi Access Privacy Declaration](#). By registering for and using the Guest Wi-Fi, you consent to traffic scan and filtering the processing of your personal data as described in the [Guest Wi-Fi Access Privacy Declaration](#). This includes the collection of your email address, assignment of a password, and the logging of your access and usage data. We may process other personal data based on other legal basis as described in the [Guest Wi-Fi Access Privacy Declaration](#).

## **10. Applicable law and dispute resolution**

- (1) Our relationship regarding your access to our guest Wi-Fi access shall be subject to German law (excluding any references to other jurisdictions and the United Nations Convention on Contracts for the International Sale of Goods – CISG). For contracts with consumers having their habitual residence in a member state of the European Economic Area this choice of law shall not, however, have the result of depriving the consumer of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.
- (2) For merchants, legal entities under public law or special funds under public law as well as for persons who do not have a general place of jurisdiction in the European Economic Area, the exclusive place of jurisdiction for all disputes arising from or in connection with our guest Wi-Fi access is Stuttgart, Germany. This does not apply to the order for payment procedure (*Mahnverfahren*) and other mandatory legal venues which cannot be derogated by agreement of the parties.
- (3) We are under no obligation and unwilling to participate in dispute resolution proceedings before an alternative consumer dispute resolution board.