

User agreement for the use of Internet access via WLAN

1. Permission to use Internet access via WLAN

The landlord maintains internet access via WLAN in his holiday property. It allows the tenant to share WiFi access to the Internet for the duration of his stay in the holiday property. The tenant does not have the right to allow third parties to use the WLAN. The landlord does not guarantee the actual availability, suitability or reliability of the Internet access for any purpose. He is entitled at any time to allow additional co-users for the operation of the WLAN in whole, in part or at times, and the tenant's access in whole or in part or to temporarily restrict or exclude if the connection is or has been misused, insofar as the landlord must fear that it will be used and cannot prevent this with the usual and reasonable effort in a reasonable time. In particular, the landlord reserves the right to block access to certain pages or services via the WLAN at its reasonable discretion and at any time (e.g. violent, pornographic or paid pages).

2. Access data

Use is by means of access security. The access data (login and password) must never be passed on to third parties. If the tenant wants to grant third parties access to the Internet via WLAN, this is dependent on the prior written consent of the landlord and the third party's acceptance of the regulations of this user agreement, documented by means of a signature and complete identity. The tenant undertakes to keep his access data secret. The landlord has the right to change access codes at any time.

3. Dangers of WLAN use, limitation of liability

The tenant is advised that the WLAN only allows access to the Internet, virus protection and firewalls are not available. The data traffic generated using the WLAN is unencrypted. The data can therefore possibly be viewed by third parties. The landlord expressly points out that there is a risk that malware (e.g. viruses, Trojans, worms, etc.) may end up on the end device when using the WLAN. Use of the WLAN is at your own risk and at the tenant's own risk. The landlord assumes no liability for damage to the tenant's digital media caused by the use of the internet access, unless the landlord and / or his vicarious agents caused the damage intentionally or through gross negligence.

4. Responsibility and exemption from claims

The lessee is responsible for the data transmitted via the WLAN, the fee-based services and legal transactions. If the tenant visits paid websites or enters into liabilities, the resulting costs must be borne by him. He is obliged to comply with the applicable law when using the WLAN. In particular, it will:

- not to use the WLAN to access or distribute immoral or illegal content;
- do not illegally reproduce, distribute or make accessible copyrighted goods; this applies in particular in connection with the use of file sharing programs;
- observe the applicable youth protection regulations;
- do not send or distribute harassing, defamatory or threatening content;
- Do not use the WLAN to send mass messages (spam) and / or other forms of inadmissible advertising.

The tenant releases the landlord of the holiday property from all damages and claims of third parties which are based on illegal use of the WLAN by the tenant and / or a breach of the present agreement, this also extends to the claim or its defense related costs and expenses. If the tenant recognizes or has to recognize that such a violation of the law and / or such an infringement exists or is imminent, he informs the landlord of the holiday property of this fact.