

Terms of Use for the Use of Internet Access via WLAN

Dr. Andrea M. Partikel, Rebhuhnweg 15, 22459 Hamburg, Germany, is the owner (hereinafter referred to as "Owner") of holiday properties (hereinafter referred to as "Holiday Properties") which she rents out to holiday guests (hereinafter referred to as "Guests").

Exclusively in accordance with these terms of use, the owner allows the guest the free use of the Internet access existing at the holiday property via WLAN.

1. Allowing the shared use of a WLAN

The owner operates an Internet access via WLAN in his holiday property. He allows the guest to use the WLAN access to the Internet for the duration of his stay in the holiday property. Shared use is granted as a free service and can be revoked at any time. The guest does not have the right to allow third parties to use the WLAN.

The owner is entitled at any time to stop the operation of the WLAN completely, partially or temporarily, to allow further co-users and to restrict or exclude the guest's access completely, partially or temporarily. In particular, the owner reserves the right to block access to certain pages or services via the WLAN at his own discretion and at any time (e. g. pages glorifying violence, pornographic or paid for pages).

2. Access data

All access data (user name and password) are only intended for the personal use of the guest and may not be passed on to third parties under any circumstances. The guest undertakes to keep his access data secret. The owner has the right to change access codes at any time.

3. Notes, dangers of WLAN use

The guest is advised that the data traffic generated using the WLAN is unencrypted. The data may therefore be viewed by third parties.

The WLAN only allows access to the Internet. The contents retrieved are not subject to any examination by the owner, in particular not as to whether they contain malware. The use of the WLAN is at the guest's own risk. The owner expressly points out that there is a risk that malware (e. g. viruses, Trojans, worms, etc.) may get onto the terminal device when using the WLAN.

4. Responsibility and release from claims

The guest himself is responsible for the data transmitted via the WLAN, the chargeable services used and the legal transactions carried out.

He is obliged to comply with the applicable law when using the WLAN. He's going to be especially:

- not to use the WLAN to retrieve or distribute immoral or illegal content;
- not to reproduce, distribute or make accessible any copyrighted goods unlawfully;
- observe the applicable regulations for the protection of minors;
- not send or distribute any harassing, defamatory or threatening content;

- not use the WLAN to send mass messages (spam) and / or other forms of illegal advertising.

The guest exempts the owner from all damages and claims of third parties, which are based on an illegal use of the WLAN by the guest and / or on a violation of the present agreement, this also extends to costs and expenses associated with the claim or their defense.

If the guest recognizes or must recognize that such a violation of law and / or such a violation is present or threatened, he informs the owner of this circumstance.