

TERMS AND CONDITIONS FOR THE USE OF WLAN INTERNET ACCESS

1. CONCLUSION AND DURATION OF THE USER AGREEMENT

- 1.1. The prerequisite for the conclusion of this contractual User Agreement is the presence of a legally binding accommodation agreement and the signature of the Guest on this User Agreement.
- 1.2. An additional prerequisite for the conclusion of this User Agreement is that the Private Room Landlord provides the Guest with an appropriate access code or that the Guest connects to or attempts to connect to the Internet via a hotspot that has been provided by the Private Room Landlord for the first time.
- 1.3. Use of the WLAN access shall be limited to the Guest's period of presence in the private house of the Private Room Landlord and therefore shall cease once the Guest has vacated the house, but no later than at the time of checkout. If data transmission is limited to a specific period of time and/or a specific volume of data, the period of use ends once this period of time expires and/or once the volume limit of available data has been reached.

2. SCOPE OF USER AUTHORIZATION

- 2.1. The Private Room Landlord, as a mere access provider, shall only provide the Guest with access to the Internet and shall not save the information entered or retrieved by the Guest.
- 2.2. The Private Room Landlord shall, subject to technical and operational feasibility, make available to the Guest access to the Internet via WLAN at selected hotspots. Reference is explicitly made to the fact that access to the WLAN network may be impeded at times or temporarily impossible.
- 2.3. The Private Room Landlord does not guarantee any specific transmission speed, data transmission rate, and/or uninterrupted transmission. Furthermore, the Private Room Landlord shall not be liable for disruptions in the data connection.
- 2.4. The hotspot made available by the Private Room Landlord does not include a firewall or virus protection. The Guest specifically acknowledges that use of the Internet and the transmission of data, in particular via a WLAN (hotspot) connection, are connected with increased hazards and security risks. It is recommended that the Guest use suitable software for safeguarding data traffic. The Private Room Landlord shall not be liable for unauthorized access to information and data that is transmitted via the WLAN connection (hotspot), except in the case of intentional or gross negligence.
- 2.5. Data is transmitted unencrypted between the Guest's terminal and the hotspot. Therefore, all data could possibly be viewed by third parties.

- 2.6. The Guest acknowledges that he himself is responsible for terminating connection to the Internet and that simply closing the Internet browser does not necessarily terminate the connection.

3. OBLIGATIONS OF THE GUEST

- 3.1. The Guest shall assume all risks in connection with and exclusive responsibility for the use of the hotspot.
- 3.2. The Guest himself shall be responsible for determining whether the terminal he uses is suitable for the WLAN connection and he shall be responsible for protecting his terminal from viruses, spam, and the like. The Guest shall ensure that the terminal he uses and the software installed on it is free from viruses and other malware. In the case of a breach of these obligations, the Guest shall compensate the Private Room Landlord for direct or indirect damages caused by this breach of duty. The Guest is not permitted to misuse access to the WLAN connection or allow this access to be misused. Accessing sites with illegal content and distributing illegal or legally protected content is not permitted. In cases of breaches of this nature, the Private Room Landlord may immediately terminate the WLAN connection.
- 3.3. Any use of the WLAN connection that could bring about adverse legal consequences for third parties or the Private Room Landlord is not permitted.
- 3.4. The Private Room Landlord shall not be liable for damage to the hardware or software of the Guest's terminal. The Private Room Landlord shall not be liable for data loss or other property damage that is caused by using the hotspot, unless the incident that caused the damage was the result of wilful intent or gross negligence on the part of the Private Room Landlord.
- 3.5. Should a third party assert claims against the Private Room Landlord due to actions taken by and/or caused by the Guest while using the hotspot, the Guest shall indemnify and hold harmless to the fullest extent the Private Room Landlord with regard to all of these claims.

4. USE BY A THIRD PARTY

- 4.1. The Guest shall not be permitted to make any hotspot access data available for a fee to third parties commercially or in any other manner.
- 4.2. The Guest shall also be liable for costs that arise from unauthorized use of the hotspot by a third party, if and to the extent that he is responsible for this use.

5. GENERAL TERMS AND CONDITIONS

- 5.1. Verbal ancillary agreements to this User Agreement are deemed not to exist.

- 5.2. Austrian law applies. The exclusive place of jurisdiction is the court legally responsible for the domicile of the Private Room Landlord.
- 5.3. Should a provision of this Agreement be or become ineffective, the validity of the other provisions will not be affected.
- 5.4. Additionally, the relevant statutory regulations such as the Telecommunications Act (TKG 2003), the E-Commerce Act (ECG) and the Data Protection Act (DSG) apply.

I agree to the above User Agreement.

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Place and date

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Guest signature