

Saar Loop Holiday Apartment, Tanja Spath-Nagazi

Holiday apartment and name of Owner

Guest

Odilienstraße 30, 66693 Mettlach

Owner's Address

Guest's address

have concluded the following

## Usage agreement for Wi-Fi Internet access

### 1. Permission to access the Internet using Wi-Fi

The Owner provides Wi-Fi Internet access in his holiday property and authorises the Guest to use this service for the duration of the Guest's stay in the holiday property. The Guest is not entitled to allow a third party to use the Wi-Fi service. The Owner does not guarantee the actual availability, suitability or reliability of the service for any particular purpose. He reserves the right at all times to authorise other users to share the service in full, partially or temporarily and to limit or exclude the Guest's access to this service in full, partially or temporarily, if the connection is or has been used in an unlawful manner, insofar as the Owner risks a claim for damages as a result and cannot prevent this at normal and acceptable cost within a reasonable time frame. The Owner reserves the right in particular to block access to certain websites or services (e.g. pornographic or fee-paying websites or websites glorifying violence) via Wi-Fi.

### 2. Access data

Wi-Fi use is enabled through protected access. The access data (login and password) may not be passed on to a third party under any circumstances. If the Guest wishes to share Wi-Fi Internet access with a third party, he must first obtain the prior written approval of the Owner and the third party must sign a copy of the present agreement and provide their full name and address. The Guest undertakes to treat the access data as confidential. The Owner reserves the right to change the access code at any time.

### 3. Risks of Wi-Fi use, limitation of liability

The Guest is informed that the Wi-Fi service enables Internet access only; it does not include virus protection or a firewall. Data traffic when using Wi-Fi is unencrypted. The data can, therefore, possibly be intercepted by a third party. The Owner draws attention to the fact that there is always a risk of the end device being infected by malware (e.g. viruses, worms and Trojans etc.) when using Wi-Fi. Wi-Fi is used at the Guest's own risk. The Owner bears no liability for damages to the Guest's digital media caused by access to the Internet, unless it is the result of wilful intent or gross negligence on the part of the Owner and/or his agents.

### 4. Responsibility and exemption from claims

The Guest is responsible for the data transmitted by Wi-Fi, for the fee-based services used and for any transactions carried out. If the Guest visits fee-based websites or enters into commitments, he is to bear the resulting costs. He is obliged to abide by applicable law when using Wi-Fi. The following rules apply in particular:

- He shall not use Wi-Fi to access or disseminate immoral or illegal information;
- He shall not illegally duplicate, distribute or publically share goods protected by copyright; this is particularly relevant with regard to the use of file-sharing programmes;
- He shall comply with valid child protection regulations;
- He shall not send or disseminate defamatory, threatening or intimidating content;
- He shall not use Wi-Fi to send bulk messages (spam) and/or other forms of unlawful advertising.

The Guest exempts the Owner of the holiday property from all third-party claims and damages resulting from the Guest's unlawful use of Wi-Fi and/or a breach of the present agreement; this also applies to the costs and expenses incurred by claims and the defence against such claims. If the Guest realises, or can be expected to realise, that he has used the Wi-Fi connection unlawfully and/or breached the above rules, he must notify the Owner of the holiday property accordingly.

Place, date

Guest's signature

Signature of Owner of holiday property