

Usage Agreement - Conditions for the use of the internet

TRINOM Business Apartments – the Apartment Houses of TAG Wohnen & Service GmbH

Section 1 - Scope of application

This agreement applies to the network (access to the internet) of apartment houses "Haus Feuerbach", "Haus Elster Lofts", as well as Apartment Hotel "Quartier M". It includes the use of the installed hardware which is owned by the apartment houses and necessary for the operation of internet access. Legally, this agreement will apply to all guests who have access to that network.

Section 2 - Usage authorization

Beneficiaries of this agreement are all guests who accept the usage agreement and possess a valid internet ticket.

Section 3 - Administration

The administration of the network is up to the operator of the system. The administration reserves the right to restrict the traffic of users or to block access, if necessary.

Section 4 - Services

Acceptable services are HTTP and email. Peer to Peer connections, VoIP, messenger services and the use of software to exchange copyrighted files are not permitted. The operator reserves the right to block web sites and services.

Section 5 - Warranty

The operator of the apartment house does not guarantee the actual availability of internet access. Each guest is responsible for the safety of his own PC or laptop. A liability of the operator for damages resulting from the use of the network is generally excluded.

Section 6 - Misuse

Considered a misuse as part of a LAN (Local Area Network) with internet access are cases as mentioned in the Criminal Code and the Data Protection Act. Furthermore, the following applies:

1. Access may only be achieved via the ticket granted by the operator.
2. Your own activities shall not affect the work of others. It is not allowed to use hardware or software in the net causing disturbances and/or allowing unauthorized access to other computers.
3. Deliberate impairment of the network operation is prohibited.

It is prohibited to access pages with illegal content and to spread illegal or legally protected content.

It is specifically forbidden to the user to utilize the Internet Guest LAN for the download or other dissemination of copyrighted content whatsoever.

In case of violation or suspected infringement of the usage agreement the use of the Internet Guest LAN can be blocked at any time without giving reasons. Any liability for data loss is expressly excluded.

Section 7 - Disclosure to third parties

The passing of the internet ticket to third parties or the creation of access and/or dial-up points (physically and/or with the help of software) for third parties is not permitted.

Section 8 - Usage

The internet can be used by entering a code. This code is provided only to guests of the house after having confirmed acceptance of this usage agreement with their signature.

The usage is limited to the time spent on the site of the apartment house. The code expires after a specified time. In this case, however, a new code can be issued. Further information is available at the reception.

With the issuance of the code the operator assumes no obligations. The usage shall be in accordance with the technical possibilities. In particular, the guest has no right to use the Internet Guest LAN in any particular way or for a specified duration.

Section 9 - Liability

Any liability, especially for warranty and compensation, is excluded herewith. In particular, no liability whatsoever is assumed for the contents of accessed pages or downloaded files. Furthermore, no liability is assumed for any virus contamination received by using the Internet Guest LAN. The user explicitly acknowledges that the Internet Guest LAN only provides access to the internet but does not include any antivirus protection or firewall.

Any improper use of the Internet Guest LAN, particularly any use that results in adverse legal consequences for third parties or the operator of the apartment house, is prohibited. Should the apartment house be subjected to third party claims due to the usage of the Internet Guest LAN by the user for any reason the user is required to indemnify the apartment house from any claim in this regard.

Section 10 - Storage of Connection Data

Due to section 113a of the Telecommunications Act the operator is required by law to store connection data.

The following data are stored:

- date/time of start and end of the guest session
- internal guest IP address

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