

Conditions of Use Wireless Local Area Networks (W-LAN)

Section 1 - Scope

1. The following Conditions of Use apply for the usage of Wireless Local Area Networks (hereinafter referred to as W-LAN) at the locations designated for W-LAN use (DOKOM21 Hotspot).
2. In the 'radiation areas' (hotspots), which are limited in area, DOKOM21 will make it possible to obtain wireless access to Internet subject to the following conditions.

Section 2 – Applicability of the Conditions of Use

The W-LAN services are subject exclusively to the following Conditions of Use and the General Terms and Conditions of Business of DOKOM Gesellschaft für Telekommunikation mbH (DOKOM21).

Section 3 – Conclusion of Contract and Contract Content

1. The contract covering the usage of DOKOM21's WLAN is concluded between the User and DOKOM21. DOKOM21's contractual obligation is limited to the provision of Internet access via the W-LAN compatible terminal device used by the User. Other legal relationships of the User remain unaffected and remain, like the technical capabilities of the used terminal device, the onus of the User.
2. The contract between the User and DOKOM21 is concluded upon the acquisition of a Prepaid Voucher (Hotspot Ticket) for a limited period of use (Section 4) or the free-of-charge usage of DOKOM21's W-LAN.

Section 4 – Usage Authorisation

1. DOKOM21 offers Prepaid Vouchers with different limited periods of usage. The Vouchers allow the Internet access only for the usage period agreed in the Voucher.
2. The current Usage Prices can be ascertained at the sales outlets for Prepaid Vouchers.
3. The User is assigned an Account when he/she buys a Prepaid Voucher. This serves the registration and participation in the W-LAN operation.
4. The usage of DOKOM21's WLAN ends when the User's time allocation obtained with the Prepaid Voucher expires. A notification of the time expiry will not be given.
5. A free-of-charge usage of DOKOM21's WLAN is possible at some locations. The purchase of a Prepaid Voucher is not necessary in this case.

Section 5 - Availability

1. Due to the used radio technology, DOKOM21 does expressly not guarantee a certain bandwidth or received signal strength or unrestricted network access. The achievement and maintaining of these parameters is dependent on the actual usage of DOKOM21's W-LAN.
2. Temporary performance drops caused by network load or overload and interruptions of the network access due to local or other physical circumstances are possible and do not entitle the User to claim compensation.

Section 6 – Restrictions of Use and Exclusion of Use

1. After repeated incorrect registration of login entries for a User Account, or part there of by a user, DOKOM21 is entitled to not allow further registration or login attempts until a time delay has

expired. If the repeated incorrect entry exceeds the scope of three unsuccessful registration or login attempts, DOKOM21 is entitled to disable the User's access to DOKOM21's W-LAN and thus exclude usage of DOKOM21's W-LAN. DOKOM21 will suspect a malicious misuse that must first be disproven.

2. The User undertakes to use DOKOM21's W-LAN and all its components only properly and for its intended purpose and in accordance with the Conditions of Use.
3. The User is prohibited from any use of DOKOM21's W-LAN, particularly for Internet access, that violates current law. DOKOM21 is entitled to temporarily or permanently prevent users who maliciously or illegally use DOKOM21's W-LAN from using its W-LAN.
4. DOKOM21 reserves the right to block or have blocked certain contents that can be accessed via DOKOM21's W-LAN if there are indications with sufficient probability for an illegal use of DOKOM21's W-LAN or the Internet that can be accessed by DOKOM21's W-LAN.
5. DOKOM21 is entitled to temporarily or permanently prevent users who have obtained illegal content by using DOKOM21's W-LAN from further usage of the W-LAN. DOKOM21's obligation to pay a refund for the remaining time period in such a case will depend on the specific circumstances of the case. A refund payment for remaining time is excluded in the case of a repeated illegal use of the W-LAN.
6. DOKOM21 reserves the right to give information about the specific usage of DOKOM21's W-LAN by specific users to law enforcement agencies for the investigation or prosecution of illegal acts.

Section 7 – Data Protection

1. With the acquisition of the Prepaid Voucher or the free-of-charge use, the User irrevocably agrees to the recording, processing and storage of the data that the User was given access to by using a Prepaid Voucher acquired from DOKOM21 or the assigned Usage Authorisation and the usage of a W-LAN compatible terminal device (e.g. laptop).
2. The User also agrees to the recording and storage of information on how he/she used DOKOM21's W-LAN, particularly the duration, usage time and usage content, by the underlying systems and system components of DOKOM21's WLAN. The data can be passed on to DOKOM21 for usage billing purposes.
3. The User agrees that a comparison of the data entered by him/her or caused by him/her through his/her usage of DOKOM21's W-LAN can also occur on a data processing system that is not directly a component of DOKOM21's W-LAN. This consent is subject to the condition that such data processing system is a direct component of the network of which DOKOM21's W-LAN is also a component. DOKOM21 will implement adequate measures to ensure the privacy and integrity of the data.
4. DOKOM21 is entitled to also collect personal user data resulting from the purchase or usage of the Prepaid Voucher. DOKOM21 will however only use personal user data for the billing of the W-LAN services. Storage for other purposes will not occur.
5. DOKOM21 will implement adequate precautionary measures to ensure the privacy of personal data but reserves the right to disclose personal data to law enforcement agencies if such is necessary for the investigation or prosecution of a criminal offence.
6. The User acknowledges that the security standard of the network data transmission is co-determined by him/her. It is recommended that a VPN (Virtual Private Network) connection is established for the data transmission. DOKOM21 is not liable for privacy losses that resulted because the User did not implement the highest possible security for his/her usage of DOKOM21's W-LAN.