

General Terms and Conditions of K-net Telekommunikation for Westpfalz-Wireless

General Terms of Use

for using the wireless network "Westpfalz-Wireless" of K-net Telekommunikation GmbH

1. Contract parties

The parties engaged in this contract are the K-net Telekommunikation GmbH, Barbarossastraße 64, 67657 Kaiserslautern, commercial register Kaiserslautern HRB Nr. 3283 and the customer.

2. Conclusion of Contract

Precondition for using "Westpfalz-Wireless" are the admission of access data, consisting of user name and password, the customer's registration, a well as the acceptance of the Terms of Use at hand.

3. Service specifications / Preconditions of use

The K-net Telekommunikation GmbH, according to established technical and practical possibilities, provides the following services:

To access "Westpfalz-Wireless", a WLAN-enabled, operable end device with a corresponding web browser is necessary. The WLAN interface must be configured as a DHCP client. The necessary presets are to be ensured by the user.

Authentication is established by entering a user name and password in a registration dialog. The user will receive these data after successfully registering with the provider of "Westpfalz-Wireless". The user will be granted a volume- or time-based access to the internet upon successful registration. Registration by mobile phone number is only possible once. The customer is entitled to stop his internet access and re-establish the connection later, as far as the selected access rate permits this action. A recompensation or a consideration of excess assets or excess access time is not possible.

The selected access duration or transfer volume starts with the initial login and ends automatically after the set period of validity / the used data volume.

An uninterrupted and undisturbed provision of "Westpfalz-Wireless" can not be guaranteed, neither can be a defined transmission speed rate, since these are dependant on a variety of factors. There is no liability on behalf of K-net to provide the customer access to "Westpfalz-Wireless" in the respective location.

4. Service

K-net can de-activate, modify or temporarily disable individual hotspots without previous notice, be it to conduct repairs, undertake maintenance or permanently shut down articular hotspots due to economical reasons. In case of technical problems, please contact the K-net service hotline, monday to friday (except on holidays) from 8 AM to 5 PM under 0800 515 28 83 76.

5. Data Security

Data transfer between "Westpfalz-Wireless" and the internet is established over an unencrypted SSID (Service Set Identifier). Thus, unauthorised third party access to transmitted data can not be ruled out. The user has to take own security measures (SSL encryption / VPN software) to protect sensitive data, or refrain from transmitting said data.

K-net does not accept liability for any damage inflicted upon the customer's end device, neither on the hardware nor the software level. Liability is also denied for loss of data or other property damage resulting from the use of internet hotspots.

The customer takes full responsibility that the end device used is free from viruses, worms, trojans (Trojan Horses) and other malevolent software, and that it is protected by a firewall, an anti-virus software and so forth.

6. Customer Obligations

Handing out access data to a third party (commercially, in return for payment or in any other form) and a resulting use of the provided services by a third party are prohibited. Damages/costs/third party claims, resulting from handing out access data to a third party, are to be settled by the customer. The customer may not utilise the contractual services in an unlawful fashion. It is especially prohibited to retrieve, transmit or offer content which conflicts with legal regulations and prohibitions or with property rights or personal rights of a third party. Children or adolescent persons may not be allowed access to content that is in legal conflict to judicial regulations. The prohibition also encompasses upload of infected data or data containing viruses to the K-net server.

Particularly, emails may not contain data that conflict with the judicial regulations of the Strafgesetzbuch (StGB), Jugendschutzgesetz (JSchG), Jugendmedienstaatsvertrag (JMStV), Bürgerliches Gesetzbuch (BGB), Gesetz gegen den unlauteren Wettbewerb (UWG), Urheberrechtsgesetz (UrhG), Markengesetz (MarkenG) and other laws and judicial regulations.

The prohibition especially comprises content that

- a) serves as instruction to an illegal action mentioned in § 126 StGB*
- b) spurs hatred or prompts to violence or despotism against parts of the population or*

defies human dignity of others by insulting, talking derisively of, or defaming parts of the population (§ 130 StGB);

c) describes cruel or otherwise inhumane acts of violence against people in a fashion which can be seen as a glorification or a belittlement of such acts of violence or that depicts the cruel or inhumane nature of said events in a manner that transgresses the boundaries of human dignity (§ 131 StGB);

d) glorifies war;

e) broaches the issues of violence, sexual abuse of children or sexual actions pertaining to people and animals (§ 184 Abs. 3 StGB);

f) or are unlawful in any other way or contradict the "Freiwillige Selbstkontrolle Multimedia e.V." or the "Freiwillige Selbstkontrolle Telekommunikation e.V."

Furthermore, the use of peer-to-peer networks, hosting a web-server, attempting to access external networks, the unrequested sending of messages (spam mails) are forbidden. The use of devices / applications that may cause any interruptions / alterations in "Westpfalz-Wireless" is prohibited. Same goes for the transmission of unusually large amounts of data, as well as the continuing transmission of such data volume.

In case of any violations K-net reserves its right to disable the customer's access, holding the user liable to pay costs, or to claim compensation in case of culpable neglect of duty.

7. Responsibility for the content of transmitted data

The responsibility for content retrieved or provided via "Westpfalz-Wireless" rests with the customer. This also goes for third party content, transmitted or broadcast via the "Westpfalz-Wireless" access utilised by the customer. A content inspection on behalf of K-net does not occur.

8. Prices and Rates

Current rates and user fees can be derived from the price list currently in effect (www.westpfalz-wireless.de). The standard rate of 60 minutes per day and 1 GByte data volume is free of charge. *A paid upgrade of this rate is possible starting from the 4th quarter of 2014.*

9. Liability

Use of "Westpfalz-Wireless" on the part of the customer is subjected to the customer's responsibility and on the customer's risk.

K-net can only be held liable for damages caused due to intent, gross negligence or the intentional or negligent violation of contractual duties, whose proper implementation enables the proper realisation of the contract in the first place and on whose compliance the contractual partner can regularly rely (essential

contractual duties); can K-net only be held with simple negligence, the compensation sum is limited to the typically predictable damage. The same liability limitation apply to financial losses outside the provision of public telecommunication services.

Liability for damages derived from culpable infringement of life, body or health and the liability for warranties or the Product Liability Act remain untouched. In case of vis major, K-net is exempt from liability, as long and in as much as the prevention of service provision endures. Vis major, in particular, is also the disruption of gateways by TK networks, which are not under the power of disposition of K-net. The legal liability limitations on behalf of public telecommunication service providers remain unaffected.

10. Privacy Protection

We gather, process and use data that is necessary to found and alter the contractual agreement concerning the provision of our contractual services. These are e.g. your customer data entered during placing your order, as well as your user identification and passwords.

In addition, personal data will be gathered, processed and used if this is necessary to correctly administer or bill or further services. This data will be erased, as far as it is no longer needed for the specified purposes. K-net may transmit this data to third parties under consideration of the TKG for internal reasons of handling (billing on the basis of connection data).

11. Further regulations

In case of a dispute between customer and K-net, concerning the issue whether K-net has provided the services mentioned in §§ 43a,45 to 46 Section 2 and 84 TKG for the customer, the customer can petition an arbitration process with the Bundesnetzagentur.

The petition can be initiated online, by letter or fax. The petition needs to be sent to: Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, Ref. 216, Schlichtungsstelle, Postfach 80 01, 53105 Bonn. Forms to initiate this petition as well as proceeding advice to initiate a petition are available under said address or on the internet at www.bundesnetzagentur.de.

The General Terms and Conditions can be altered by K-net, as far as no essential regulations of contract agreements are breached, the adaptions are necessary for the development of "Westpfalz-Wireless", and these conditions were not predictable at the moment of conclusion of contract.