



# Terms and Conditions for Use of HotSpot Free of Charge.

## 1 Subject matter of use

The following terms and conditions, in conjunction with the German Telecommunications Act (Telekommunikationsgesetz – TKG), set forth the terms and conditions for use of HotSpot (hereinafter referred to as HotSpot), a service offered by Telekom Deutschland GmbH (hereinafter referred to as Telekom), Landgrabenweg 151, 53227 Bonn, Germany (registered with Bonn District Court HRB 5919), within a certain range of selected, accessible locations by cooperation partners of Telekom and customers of these cooperation partners. In order to provide the WLAN offering, Telekom Deutschland GmbH concludes with the respective cooperation partner an agreement on the set-up and operation of a public WLAN network and on the provision of WLAN (hereinafter referred to as the WLAN agreement). As part of the WLAN agreement, cooperation partners and customers of these cooperation partners (hereinafter referred to as users) are entitled to use Telekom's WLAN offering.

## 2 Services provided by Telekom

Telekom shall provide the user with Internet access for wireless surfing at the respective HotSpot locations<sup>1)</sup> in accordance with the terms and conditions of the WLAN agreement and the cooperation partner's commitments resulting from it subject to technical and operational feasibility. The WLAN technology is used for wireless data transmission between the HotSpot and the user's WLAN-capable terminal equipment. The transmission rate during use depends, among other things, on the network capacity utilization of the Internet backbone, the transmission rate of the accessed server of the specific content provider, and the number of users at the specific HotSpot.

The use of HotSpot requires an operational terminal device (e.g., laptop, smartphone, e-book, etc.) with a WLAN-enabled interface conforming to IEEE 802.11b or IEEE 802.11g. A suitable operating system, web browser, the latest driver software for the WLAN hardware, and a corresponding IP network protocol must also be installed.

Login is possible in accordance with the requirements of the HotSpot portal.

## 3 Security

Wireless data transmission between HotSpot and the user's WLAN-capable terminal is not encrypted. As a result, unauthorized third-party access to the data transmitted via the WLAN cannot be ruled out. Appropriate security software (e.g., VPN software) should be used when transmitting sensitive data.

For security reasons, access to the Internet via HotSpot shall be automatically interrupted after a maximum of 6 hours (session time-out). In the event of inactivity, the connection shall already be interrupted after 15 minutes for security reasons. The Internet connection is inactive when no communication takes place between the PC and HotSpot. Internet access shall also be interrupted after 15 minutes if the Internet connection is not properly terminated (by selecting the "Logout" button in the HotSpot portal). It shall however be possible to dial in again immediately under the terms and conditions of the WLAN agreement and the cooperation partner's commitments resulting from it.

## 4 Duties and obligations of the user

The user shall have the following obligations in particular:

- a) The user shall not make improper use of the services, in particular
  - the user shall not send unsolicited messages or information to third parties for advertising purposes (spam).
  - the user shall not use these services to attempt to retrieve information and data without proper authorization or to access data networks without proper authorization.
  - the user shall not transfer executable routines (e.g., spyware, dialers, etc.) to the computers of Internet users automatically, without authorization, and in a concealed manner.
- b) The user shall not disseminate any content that is illegal or in violation of accepted moral standards. This shall include, in particular, information that, as defined in §§ 130, 130a and 131 (*Strafgesetzbuch – StGB*), incites hatred and violence against segments of the population, gives rise to criminal offenses, or glorifies or trivializes violence, is sexually offensive, is pornographic within the meaning of § 184 StGB, is apt to seriously endanger the moral welfare of children or juveniles or to affect their general welfare, or that could damage the reputation of Telekom. The provisions of the Agreement of the German Federal States regarding the Protection of Human Dignity and Juveniles in Radio and Televised Media (*Jugendmediestaatsvertrag – JMStv*) and the Youth Protection Act (*Jugendschutzgesetz*) shall be complied with.
- c) The user shall observe national and international copyrights, trademark, patent, and name and labeling rights, as well as other industrial rights and personal rights of third parties.
- d) It is incumbent upon the user to activate a special security configuration for his software settings to protect data transmissions against third-party access.
- e) Telekom and its agents shall be indemnified against all claims by third parties that are based on the illegal use of HotSpot and the services connected with HotSpot by the user or with his consent, or that arise, in particular, from litigation involving data protection, copyright, or other laws in conjunction with the use of HotSpot. If the user realizes or can be expected to realize that a violation of this type is about to occur, he shall be obligated to notify Telekom without undue delay.

## 5 Responsibility for content

The user himself shall be responsible vis-à-vis Telekom and third parties for the content he retrieves or posts via HotSpot or which is distributed in any manner whatsoever. The content itself shall not be subject to any checks by Telekom.

## 6 Miscellaneous

- 6.1 Telekom shall be liable in accordance with the provisions of the TKG.
- 6.2 If the user intends to initiate arbitration proceedings with the Federal Network Agency in the event of a dispute with Telekom concerning any of the cases specified in § 47a TKG, he must file an application to this effect with the Federal Network Agency in Bonn.
- 6.3 German law shall apply.

<sup>1)</sup> The HotSpot locations in Germany can be identified, in principle, by the broadcast network names (SSID) "Telekom" or "telekom\_free" and, if applicable, by a sign at the entrance to the particular location.