

## Agreement on the use of WLAN access

### § 1 General

milaa provides the co-user with free internet access via W-LAN (Wireless Local Area Network) within its own premises and within the scope of technical and operational possibilities. The user relationship comes into effect with the use of the W-LAN service of the owner by the co-user.

### § 2 Technical Requirements

Use of the W-LAN service requires a W-LAN-capable communication terminal (e.g. notebook or PDA with integrated WLAN function or an additional W-LAN PCMCIA card or a W-LAN USB stick). To use the W-LAN service, the co-user must provide the necessary hardware and software facilities himself.

### § 3 Scope of Services, Liability

milaa provides free internet access via W-LAN beyond any other contractual relationship between the parties.

A certain transmission speed is not guaranteed due to varying utilisation of the service network and the respective connection conditions. milaa does not guarantee the permanent availability of the service or error-free data transmission. milaa is only responsible for malfunctions and other failures of the service, if they are caused by a circumstance for which milaa is responsible and if they are at least caused by gross negligence. Liability for slight negligence is excluded, as far as no injury to body, life or health has been caused.

Malfunctions, which are caused by the operator, his provider or other third parties, are based on force majeure or other circumstances, for which the owner is not responsible, are not subject to the responsibility of milaa. In this respect, any liability of the owner is excluded. The owner will, however, within the scope of the possibilities available and reasonable to him, ensure that the service is made available again as quickly as possible. milaa does not assume any liability for possible data loss due to technical malfunctions.

If a component used by the co-user causes an operationally dangerous malfunction, milaa reserves the right to exclude him from the service without consulting the co-user.

The co-user receives a temporary IP address for the duration of the use of the service. This address is automatically reassigned every time the user dials in, so there is no entitlement to a fixed IP address.

### § 4 Data Security

milaa explicitly points out that the use of a publicly accessible W-LAN service involves special risks for data security.

The data traffic between the communication terminal of the co-user and the W-LAN base station of the milaa is not encrypted and can possibly be seen by other co-users. Data traffic within the milaa W-LAN service is not secured.

This means that there is always a risk that malicious software will get onto the communication terminal of the other user when using the W-LAN. It is the responsibility of the co-user to ensure his/her own security by using encryption systems and installing a firewall or other security systems. milaa explicitly does not assume any liability for the fact that a third party stores or modifies the user's data transmitted via W-LAN. In particular, milaa is not liable for damages caused by the use of an unsecured connection.

Reference is made to the storage of data at the internet provider according to the German Telemedia Act (TMG).

## **§ 6 Legal Provisions, Restrictions on Use**

The co-user commits himself/herself to a lawful use of the W-LAN service of milaa. He assures not to retrieve or distribute any contents relevant under criminal law and not to violate any other rights of third parties.

The co-user is prohibited from

- to damage or impair other co-users or Internet services;
- to provide data for the purpose of file sharing, or to unlawfully reproduce, distribute or otherwise make available other copyrighted goods;
- to send unsolicited messages with advertising content to third parties via e-mail, Internet forums or the like in an anti-competitive manner;
- or to retrieve or disseminate other immoral or illegal content, in particular such content that is anti-constitutional, pornographic, criminal, terrorist or otherwise offensive in nature, via the W-LAN.

The co-user is responsible for the content he/she retrieves, posts or distributes in any other way. milaa reserves the right to block an existing access if the co-user violates the owner's terms of use.

## **§ 7 Limitation of Liability**

Irrespective of other limitations of liability in this agreement, the liability of milaa for slightly negligent breaches of duty is excluded, as far as these do not concern essential contractual duties. This does not apply to injuries to body, health and life, in which case the liability is unlimited in any case. Liability is also neither limited nor excluded in the case of gross negligence and intent. This liability provision also applies to breaches of duty by our vicarious agents.

Liability for loss of profit, loss of savings, damages from third party claims and other direct and indirect consequential damages is excluded.

## **§ 8 Final Provisions**

Verbal side agreements do not exist.

milaa reserves the right to amend this user agreement at any time and without stating reasons. The amended provisions shall be made available to the users for viewing or copying.

If a provision in these terms of use is or becomes invalid or contestable, the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with one that is valid and comes as close as possible to what the parties would have agreed at the time of conclusion of the contract if they had known of the invalidity.

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of performance and jurisdiction is Germany.