

# General Terms and Conditions

## § 1 Scope of Application

These General Terms and Conditions govern the paid use of the services of m3connectmedia GmbH, namely the provision and operation of broadband internet access via Wireless LAN (WLAN) technology by users.

The General Terms and Conditions and all amendments are available at any time on the portal pages of every m3connectmedia HOTSPOT. m3connectmedia GmbH reserves the right to amend the General Terms and Conditions. This applies in particular when an amendment becomes necessary due to mandatory legal provisions, changes in internet-related framework conditions, or changes in the business processes or business areas of m3connectmedia GmbH.

## § 2 Service Description

The user receives broadband internet access via the infrastructure of m3connectmedia within the scope of the service commissioned by them. Prerequisites for using the m3connectmedia infrastructure are:

- a network-capable device to establish a connection with the m3connectmedia network.
- the web browser must accept cookies.
- no connection may be made via a proxy server.
- automatic redirection must be permitted.

Depending on the distance to the access point and the characteristics of the antenna used by the customer, data will be transmitted at different speeds.

After placing an order or purchasing a prepaid card, the user receives a username/password combination. These must be entered into the designated input fields on the portal page when opening the internet browser. Contract duration, validity, and volume limits are determined by the service commissioned by the customer.

If legal or regulatory framework conditions change, m3connectmedia is entitled to make changes to its services or discontinue them entirely. m3connectmedia is entitled to have services or partial services provided temporarily or permanently by third parties.

## § 3 Payment

Payment is made when the customer places the order.

## § 4 Locations/Hotspots

Internet access is valid at all hotspots of m3connectmedia GmbH. m3connectmedia reserves the right to restrict use at individual hotspots.

## § 5 Hotline

Questions about hotspots and the operation of the Wireless LAN service are answered 24 hours a day by the WLAN hotline at:

0800 – 435 75 26 (free of charge from German landline and mobile networks)

or

+49 (0)241 – 705 396 05 (at landline rates).

For questions regarding the configuration and equipment of the device, the customer must contact the manufacturer of their notebook or, in the case of company devices, the company's IT administration.

## § 6 Contract Duration/Use

The paid usage period begins at the commissioned time or upon activation of access via the m3connectmedia infrastructure. The contract duration is determined by the selected tariff. By commissioning the service, the user implicitly accepts these GTC.

Both contracting parties are entitled to extraordinary termination of the contract if the other contracting party fails to fulfill their obligations in a manner that constitutes a material breach of contract.

## § 7 User Obligations

The user shall notify m3connectmedia GmbH of any identifiable disruptions affecting wireless internet access via m3connectmedia GmbH.

Username and password are non-transferable. The user must keep the username and password confidential and ensure that they are not made accessible to third parties. The user is obligated to notify m3connectmedia GmbH immediately of any suspicion of misuse or disclosure of their access credentials. The user is obligated not to use the services of m3connectmedia GmbH in an abusive or immoral manner and to comply with laws and the rights of third parties. This includes in particular:

- Not storing or causing to be stored, or referring to, harassing, defamatory, privacy-invading, abusive, threatening, harmful, unlawful, or otherwise illegal or immoral content;
- Not providing or referring to content that could damage the reputation of m3connectmedia;
- Not offering, transmitting, or requesting the transmission of viruses, 'Trojan horses', 'junk mail', 'spam', 'chain letters', or unsolicited mass emails;
- Not using facilities or executing applications that lead or could lead to changes in the physical or logical structure of m3connectmedia servers or the m3connectmedia network or other networks.

- Using the network provided by m3connectmedia exclusively for internet access and not establishing any connections to other devices, except those provided, within the m3connectmedia network.

In the event of a violation of the aforementioned obligations, m3connectmedia GmbH is entitled to temporarily or permanently block internet access with immediate effect. The user shall compensate m3connectmedia GmbH for any damage resulting from such breaches of duty and shall also indemnify against all disadvantages arising from their harmful actions.

## § 8 Liability

m3connectmedia is not liable for damage caused to the user through improper use of WLAN.

m3connectmedia, its partners, or its suppliers assume no liability for damages, claims, or costs of any kind, nor for consequential damages, indirect, incidental, punitive, special, or other damages, nor for claims or compensation for lost profits or losses. Furthermore, the liability of m3connectmedia for any damages—regardless of the legal basis, including tort—is excluded.

m3connectmedia has no influence over data transport via the internet. m3connectmedia is not liable for the availability, currency, or accuracy of third-party information transmitted via its m3connectmedia infrastructure. Furthermore, m3connectmedia assumes no liability for transmitted and/or sent data being free of third-party rights, or for the sender transmitting data and/or other information correctly or lawfully, unless m3connectmedia intentionally or with gross negligence fails to provide a possible and necessary warning or examination despite the presence of concrete indications.

Insofar as m3connectmedia GmbH grants access to databases or services of third parties, m3connectmedia GmbH is not liable for the accessibility, existence, or security of these databases or services, nor for the accuracy, completeness, or currency of content, or freedom from third-party rights regarding data, information, and programs downloaded by the user. m3connectmedia GmbH advises the user that results to which the user gains access via m3connectmedia GmbH may be protected by copyright. There is therefore the possibility that the user may become liable for damages and subject to criminal prosecution toward the rights holder by copying, editing, and/or distributing these results. It is the user's responsibility to ascertain and comply with third-party rights. m3connectmedia GmbH is not liable for unlawful content of third parties.

## § 9 Security Information

WLAN operation is not encrypted. We expressly point out that access by third parties (hackers) cannot be excluded. Users are therefore advised to arrange their own encryption. If the correct network name (SSID) has not been configured, the WLAN card may be accessed by another signal and you may be in another network without authorization. It is expressly pointed out that this may result in legal consequences for which m3connect assumes no liability.

## § 10 Data Protection

m3connectmedia GmbH collects, processes, and uses personal data of the user provided during registration only for the purpose of authorization and use of the services of m3connectmedia GmbH, as well as for statistical purposes. This data will not be disclosed to third parties. The user expressly acknowledges these data protection provisions by using the service. Transmission to state institutions and authorities occurs only within the scope of mandatory legal provisions.

m3connectmedia GmbH complies with data protection regulations and ensures that all persons entrusted with the execution of this contract also comply with these provisions. m3connectmedia GmbH has obligated its employees in the required form to comply with data protection confidentiality and contractually agreed confidentiality obligations.

## § 11 Other Provisions

German law applies to this contract. The place of jurisdiction is Aachen.

Should any provision of the General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be deemed replaced by one that comes closest economically to the purpose and intent of the invalid provision in a legally valid manner.