

User agreement on the use of Internet access in the holiday apartment Die Penthouse

1. Permission to use Internet access via WiFi

The landlord has internet access in his holiday property. He permits the tenant to use the Internet access for the duration of his stay in the holiday property. The tenant does not have the right to allow third parties to use the WiFi.

The lessor does not guarantee the actual availability, suitability, or reliability of Internet access for any purpose. He is entitled at any time to admit further co-users for the operation of the WLAN in whole, in part or temporarily and to restrict or exclude the access of the tenant in entirety, in part or temporarily if the connection is or has been used in an abusive manner, insofar as the landlord must, therefore, fear a claim and cannot prevent this with usual and reasonable effort within a reasonable period of time. In particular, the Lessor reserves the right to block access to individual pages or services via the WiFi (e.g., pages glorifying violence, pornographic or chargeable pages) at its reasonable discretion and at any time.

2. Zugangsdaten

The use takes place using access protection. The access data (login and password) may under no circumstances be passed on to third parties. If the lessee wishes to grant third parties access to the Internet via the WLAN, this shall be subject to the prior written consent of the lessor and the acceptance of the provisions of this user agreement by the third-party documented by signature and complete indication of identity. The lessee undertakes to keep his access data secret. The lessor has the right to change access codes at any time.

3. Dangers of WiFi use, limitation of liability

The tenant is informed that the WLAN only allows access to the Internet, virus protection and firewall are not available. The data traffic generated using the WLAN is not encrypted. The data may, therefore, be viewed by third parties. The Lessor expressly points out that there is a risk that malware (e.g., viruses, Trojans, worms, etc.) may get onto the terminal device when using the WLAN. The use of the Internet is at the tenant's own risk. The Lessor should not be liable for damage to the Lessee's digital media caused by the use of Internet access unless the damage was caused intentionally or through gross negligence by the Lessor and its vicarious agents.

4. Responsibility and indemnification of claims

The lessee is responsible for the data transmitted via the WiFi, the chargeable services used, and the legal transactions carried out. If the tenant visits liable websites or enters into liabilities, the resulting costs shall be borne by him. He is obliged to comply with the applicable law when using the WiFi. In particular:

- not to use the WLAN to retrieve or distribute immoral or illegal content;
- unlawfully reproduce, distribute or make accessible any copyrighted goods; this shall apply to
- in connection with the use of file-sharing programs;
- observe the applicable regulations for the protection of minors;
- not send or distribute any harassing, defamatory or threatening content;
- use the Internet to send mass messages (spam) and other forms of
- unauthorized advertising.

The tenant exempts the landlord of the holiday property from all damages and claims of third parties, which are based on illegal use of the Lan / WLAN by the tenant and on a violation of the present agreement, this also extends to costs and expenditures connected with the claim or their defense. If the tenant recognizes or must recognize that such infringement and such an offense exists or threatens, he refers to the landlord of the holiday property to this circumstance.

With the booking of the holiday apartment, the usage agreement on the use of Internet access in the holiday apartment The Penthouse is recognized.