

## **Terms and Conditions for the use of the free Wi-Fi in Munich**

### **1. Subject of Use**

1.1 The following Terms and Conditions govern the use of M-WLAN provided by SWM Services GmbH (hereinafter referred to as „**SWM**“), Emmy-Noether-Straße 2, 80992 München (commercial register HRB 126674, local court of Munich).

1.2 SWM provides to the visitors (hereinafter referred to as “the User”) the M-WLAN for a short-term private use free of charge at certain sites in Munich.

1.3 Persons who have not reached the age of seven, are not allowed to use the M-WLAN. Minors who have reached the age of seven are only allowed to use the M-WLAN if their legal representative has consented in the use of the M-WLAN.

1.4 At Users option SWM provides an unencrypted or an encrypted access to the M-WLAN.

1.5 Terms and Conditions of the User shall not apply; even if SWM does not expressly object to such Terms and Conditions.

### **2. Services of SWM**

2.1 The User, within the bounds of what is technically and operationally possible, shall gain access to the internet by SWM at the particular “M-WLAN” site. By means of the WLAN-technology data will be transferred in a wireless manner between the M-WLAN and the WLAN-enabled device of the User. The transmission rate during use depends, inter alia, on the capacity utilization of the internet backbone, on the transmission rate of the accessed server of the selected content provider and of the number of users at the particular site. The use of M-WLAN requires an operational device (e.g., laptop, smartphone, e-book, etc.) with a WLAN-enabled interface conforming to IEEE 802.11 g/n. Furthermore, a suitable operating system, a web-browser, the latest driver software for the WLAN hardware and a corresponding IP network protocol must be installed.

2.2 SWM does not ensure a specific minimum bandwidth. The frequency range used by the WLAN is license-free and is used for various purposes (i.e. Bluetooth). No guarantee can be given that the data communication will be free of interruptions or will have a minimum quality. Due to the technical breakdown susceptibility of WLAN, the User shall have no right to claim access to the internet.

2.3 Access to the internet through the M-WLAN will automatically be disconnected after 12 hours (Session Time Out). If there is no activity, a disconnection takes place after 10 minutes. Inactivity exists when no communication takes place between the device and the M-WLAN.

2.4 The User shall have no right to claim the usage of M-WLAN. In particular, SWM reserves the right to limit the utilization period of the M-WLAN.

2.5 SWM is entitled to have the services performed by third parties (subcontractors).

### **3. Specific provisions for the use of the unencrypted M-WLAN**

3.1 The wireless data transfer between M-WLAN with the SSID „M-WLAN Free Wi-Fi“ and the WLAN-enabled device of the User will be done unencrypted. As a result, unauthorized third-party access to the data transmitted via the WLAN cannot be ruled out. Security software (i.e. VPN software) should be used for the transfer of sensitive data.

### **4. Specific provisions for the use of the encrypted M-WLAN**

4.1 The wireless data transfer between M-WLAN with the SSID „M-WLAN Secure Wi-Fi“ and the WLAN-enabled device of the User will be done encrypted. The use of the encrypted M-WLAN requires a one-off registration. After successful registration, a username and a password (“**the Access Data**”) will be sent by email to the address specified by the User. For connecting to the encrypted M-WLAN, the Access Data need to be entered for authentication. The User agrees that SWM may use the email address specified in the registration process to inform the User about amendments relating to his account or to these Terms and Conditions.

4.2 Access Data which have not been used for more than six months will be deleted.

### **5. Data protection**

SWM will use the personal data obtained from the User in the course of the registration process only for the establishment and the performance of the services specified in these Terms and Conditions.

Further information on our privacy policy can be accessed under <https://www.swm.de/digital/m-wlan>

### **6. Obligations of the User**

6.1 The User has the following obligations:

6.1.1 The services of SWM may not be misused. The User shall refrain, in particular, from

- sending or distributing any legally prohibited and unsolicited information, material or other services as, for example, unrequested and uninvited advertising.

- any unlawful establishment of contact by means of telecommunication (§238 of the German Criminal Code (Strafgesetzbuch)).

- disseminating illegal or immoral information or referring to such information. This primarily concerns information, which, within the meaning of Articles 130, 130a and 131 of the German Criminal Code (Strafgesetzbuch), promotes sedition, leads to criminal offences or glorifies or trivializes violence, is sexually offensive, is pornographic within the meaning of § 184 German Criminal Code, is apt to seriously endanger the moral welfare of children or juveniles or affect their general welfare, or that could damage the reputation of the City of Munich or SWM. The provisions of the State Treaty for the Protection of Minors in the Media (Jugendmedienstaatsvertrag) and the Youth Protection Law (Jugendschutzgesetz) shall be complied with.

- from disrupting, modifying or impairing the M-WLAN, other providers or any other third parties by using the functionalities of the M-WLAN, in particular by the creation or sending of messages.

- from infringing any national or international rights of third parties, in particular copyrights, trademark rights, patents and other intellectual property rights as well as personality rights.

6.1.2 It is incumbent upon the User to activate a special security configuration for his software settings to protect data transmissions against third-party access.

6.1.3 Access Data may not be passed on to any third party and shall be protected against unauthorized access by any third party.

6.2 The User indemnifies SWM and its agents from any claims third parties may have due to an unlawful use of M-WLAN and the services connected to M-WLAN by the User or approved by the User or which result from any data protection law disputes, intellectual property law disputes or any other legal disputes linked to the usage of M-WLAN. 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 SWM without undue delay.

6.3 If the User violates his obligations considerably and durably, SWM may immediately block such User's access to M-WLAN.

## **7. Content responsibility**

7.1 The User himself shall be responsible vis-à-vis SWM and third parties for the content he retrieves or posts via M-WLAN or that is disseminated by him in any manner whatsoever.

7.2 SWM only provides an access to the internet. The contents retrieved via this access shall not be subject to any checks by SWM, in particular not for harmful software (e.g. viruses). As far as not expressly designated otherwise, all contents used by the User via M-WLAN shall be third party contents within the meaning of Section 8-10 of the Tele Media Act (Telemediengesetz).

## **8. Liability**

8.1 The User uses M-WLAN at its own risk. The User himself shall be responsible for any damages caused by the use of M-WLAN.

8.2 The liability of SWM for any financial losses shall be governed by the provisions of the Telecommunications Act (Telekommunikationsgesetz).

8.3 For any other damages SWM shall only be liable in cases of intent or gross negligence or cases of death, injury or detriment of health, or liability in conjunction with breaches of major contractual obligations. Compensation for damages due to the violation of major contractual obligations shall be limited, however, to damages which are foreseeable any typical for such type of contract.

## **9. Miscellaneous**

9.1 German law applies.

9.2 There are no oral amendments, supplements or ancillary agreements to these Terms and Conditions.

9.3 If the User – in case of a dispute with SWM – intends to initiate conciliation proceedings with regard to cases mentioned in Section 47a Telecommunications Act (“Telekommunikationsgesetz”) before the Bundesnetzagentur he has to file an application with the Bundesnetzagentur (Tulpenfeld 4, 53113 Bonn).