

Terms of Use for guest WiFi

1. Object and application of these terms of use

These terms of use govern your and our respective rights and obligations relating to the use of our guest WiFi access. We refer to you as "user" in these terms of use.

2. Our services

- (1) We provide you with free internet access in our apartments in the form of a WiFi connection ("Hotspot").
- (2) Provision of the hotspot is subject to our respective technical and operational capabilities. There is no entitlement to a working hotspot, nor to any particular signal range.
- (3) We do not guarantee that the hotspot will be free of disruptions or outages. Nor can we provide a guarantee of network speed.
- (4) We reserve the right to change, limit or suspend access to the hotspot due to necessary repair and maintenance work without prior notice.
- (5) There is no entitlement to use certain services via the hotspot. As such, some ports in particular may be blocked. In general, surfing on the internet and sending or receiving emails is enabled.

3. Access and Use

- (1) We provide our guest Wi-Fi access exclusively to the residents of our apartments. It is not a professionally operated, publicly accessible telecommunications service, rather an internal WiFi connection for our guests.
- (2) The prerequisite for use of the hotspot is that you first register and/or accept the validity of these terms of use before you start. This can usually be done via an online registration form, welcome page or protected password, after selecting the hotspot as your chosen Wi-Fi network on your end device.
- (3) There is no entitlement to use the hotspot. We are at liberty to limit or block access to the hotspot at any time without giving reasons.
- (4) The current version of these terms of use, made available to you at the time you register to use the hotspot, applies.

4. Login credentials

- (1) Any login details that you enter during the registration process (e.g. username, password, e-mail etc.) must remain confidential and not made accessible to unauthorized third parties.
- (2) If you have been provided with login details, you must ensure that these are used exclusively by you, as user, to gain access to and use of the hotspot. If there is proof or reason to suspect that unauthorized third parties have possession of or will gain access to your login details, you must inform us immediately.
- (3) As user, you are liable for any use and/or other activity carried out with your login details, according to statutory regulations.

5. Your obligations as user

- (1) Any information that you provide about yourself when using the service must be true and accurate.
- (2) You are obliged to comply with relevant legislation when using our hotspot.
- (3) Other obligations arising from the regulations defined in these terms of use, remain unaffected.

6. Pricing

The service is provided free of charge.

7. Availability of services

Since our services are provided free of charge, we are not obliged to offer use of the hotspot. However every effort is made to provide an uninterrupted service.

8. Prohibited actions

When using the hotspot, you are prohibited from any activities that contravene current statutory law, infringe the rights of third parties or violate laws for the protection of minors. Notably, the following activities are prohibited:

- the uploading, distribution, offering and promoting of content, services and/or products that are fraudulent, pornographic, violate youth protection law, the Data Protection Act and/or any other applicable laws;
- the publication or making accessible of content that is offensive or defamatory to other users or third parties;
- the use, supply and distribution of content, services and/or products that are legally protected or subject to third party rights (e.g. copyright) without express permission;
- making works that are protected by copyright publicly available or other copyright infringing activities, particularly via the use of internet exchange platforms or filesharing services.

Furthermore, regardless of any possible violation of the law, the following activities are prohibited when uploading content on the internet page of the service provider, or when communicating with other users: (e.g. sending personal messages, participating in discussion forums etc)

- the transmission of large volumes of data, particularly over extended periods of time.
- the hosting of a web server or any other kind of server through use of the service provider's hotspot;
- changing the default DNS server in the network settings of the service provider's hotspot;
- sending of junk or spam mail as well as chain letters;
- the spread of viruses, Trojans and other malicious files;
- the distribution or communication of offensive, indecent, sexually explicit, obscene or defamatory material as well as any content or communication that could be used to endorse or promote (whether explicitly or implicitly) racism, fanaticism, hatred, physical violence or illegal activities;
- requesting other users or third parties to reveal their passwords or personal data for commercial or unlawful/illicit purposes. Also prohibited is any activity that may impair the smooth operation of our hotspot, in particular anything that puts an excessive load on our systems.

9. Blocking of access

We can block user access to the hotspot temporarily or permanently if we have concrete grounds for suspecting that you are, or have been, in violation of these terms of use and/or relevant legislation, or if we have any other legitimate reason to block access.

10. Exemption from liability

- (1) As user, you are fully responsible for all your activities related to the use of the internet via our hotspot.
- (2) You hereby indemnify us from all third-party claims against us due to the user's infringement of statutory regulations, claims made due to infringement of third party rights (in particular personal, copyright, and trademark laws) or infringement of contractual obligations, warranties or guarantees, including any legal defence expenses (legal fees at the statutory rate).
- (3) In the event of a claim, (as outlined in paragraph 10 section 2) you are obliged to cooperate immediately and fully with the factfinding process, and make readily available to us any information required.

11. Limitation of liability

- (1) We are fully liable for any damage caused by us due to wilful intent or gross negligence.
- (2) In the event of minor negligence, we will assume unlimited liability in the event of damage to health, personal injury, or death.
- (3) Otherwise, we will only assume liability (under the conditions set out in paragraph 1) if we have breached essential contractual terms.
Essential contractual terms are generally defined as conditions that are sine qua non (ie whose fulfilment make the execution of the contract possible in the first place) for the due and proper fulfilment of this agreement, which the user can ordinarily count on. In these cases, liability is

limited to compensation for foreseeable damages.

- (4) Insofar as our liability is excluded or limited according to the aforementioned regulations, this also applies to our vicarious agents to the extent permitted by law.
- (5) Liability under the Product Liability Act remains unaffected.

12. Data protection and security

- (1) We shall ensure that your personal data will only be collected, stored and processed to the extent necessary for providing any contractually agreed services, and as permitted or required by law.
- (2) Should you be asked for declarations of consent according to privacy law whilst using our services, you will be informed that you can rescind these at any time with prospective effect.
- (3) In order to provide you with hotspot services, personal data from your device is required. This means that the MAC addresses of end user devices may also be temporarily stored. Furthermore, we may store log data, (log files), recording the nature and amount of service use for up to 7 days.
- (4) Please note that/we hereby inform you the respective internet provider (Swisscom, Salt, Sunrise, UPC, etc.) may collect further data from you, in particular login information eg mobile phone number, email address, name, etc. Furthermore, if the legal obligations of Swiss telecommunications and surveillance law oblige it, monitoring of your communications may be required. For more information, please refer to the respective terms of use of the internet provider.
- (5) Please note that the internet connection provided by the hotspot is not secure and connections can be intercepted by third parties. You are responsible for installing software to protect your data where appropriate as well as the overall security of your on-line devices.

13. Miscellaneous

- (1) Where this contract contains no particular regulations, Swiss legislation applies.
- (2) The location of the rental property counts as the place of jurisdiction for any disputes arising from this contract. Swiss law applies, excluding the terms of international private law (IPRG).
- (3) Should any of the above regulations be or become ineffective, this does not affect the validity of the others. Instead, a valid ruling that comes closest applies.

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