

General terms and conditions for wireless internet access for customers



Only these terms and conditions are accepted. Possible terms and conditions by the customer are not recognized.

§1

Contract partners

Contractual partners are Schlosshotel Steinburg, Mittlerer Steinbergweg 100, 97080 Würzburg (referred to as "hotspot provider") and the guest as wireless internet access user (referred to as "customer").

§2

Contract purpose

The purpose is to provide access to the Hotel's Internet Service (with limitations as described in §6) and to successfully enable access of this service to our customers. This document describes the terms and conditions governing the use of the hotel internet service wireless internet access (in connection within the law of the "Telekommunikationsgesetz - TKG") by the customer.

§3

Effective date of hotspot-agreement and user terms

1. Implementation of hotspot agreement

Only after signing up for wireless internet access, entering a user name and password (referred to as "ticket") and reading and agreeing to the general terms and conditions for wireless internet access usage the customer will receive access to the hotspot provider's internet service.

The ticket will be provided by the hotspot provider on request.

2. User terms

Hotspot usage is restricted to adults 18 years and older.

§4

Data protection

Personal data will only be collected and stored with prior authorization and knowledge of the customer. Personal data will only be requested, collected and stored to the scope technically necessary for the purpose of providing a hotspot service.

Personal data is only collected as inventory and utilization data, for the use for advertising or marketing purposes, only with the explicit permission of the customer. Personal data will be handled according to data protection laws and will not be passed to a third party without the customer's permission, with the exception where the law requires it. You are entitled to obtain information about your personal data saved by us at any time, free of charge and without stating reasons. Please forward your request by mail or e-mail to Schlosshotel Steinburg, Mittlerer Steinbergweg 100, 97080 Würzburg, E-Mail: hotel@steinburg.com

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Usage requirements

The customer is responsible to provide their own hardware and software (wireless internet access capable devices) to be able to use the hotspot service.

§6

Services of the hotspot provider

Internet access via hotspot by the hotspot provider is offered as a business service in the context of existing technical and operational possibilities. Temporary interruptions due to an act of god or technical maintenance cannot be excluded. The hotspot provider will make all reasonable efforts to prevent such interruptions and to work to resolve those issues. Due to technical reasons the hotspot provider does not guarantee a specific data transmission rate. The hotspot provider reserves the right to terminate such services at any time. A reason is not necessary. The customer has no claim against the hotspot provider due to changes or termination of service.

§7

Liability of the hotspot provider

As far as obligations of the hotspot provider's liability for property damages arising from claims of the customer, if and to the extent the property damages are not willful intent or gross negligence, the liability is limited to € 12.500 per end user. The hotspot provider is liable to compensate the customer for damages due to breaches of contractual obligations and breaches arising from an offense limited to intent and gross negligence of the hotspot provider, legal representative or fulfillment partners.

This does not apply in case of death or injury of persons, claims of violations of cardinal duties, i.e. duties arising out of the nature of the contract whose breach will put the reach of the contractual purpose at risk, indemnity for default damages (civil code 286 BGB) or to liability under the law on product liability. In such cases, the hotspot provider shall be liable for any degree of culpability.

§8

Obligations of the customer

1. No transfer of the ticket to a third party

Transferring the ticket by the customer and/or the usage of the ticket by a third party is prohibited. Should the hotspot provider find out about the transfer of the ticket by the customer and/or usage of the ticket by a third party, the hotspot provider reserves the right to deactivate the ticket at any time.

2. Unencrypted transmission

After the customer has registered, transmission between the customer's device and the hotspot is unencrypted. It is possible for a third party to view or capture this data. The customer is responsible for protecting their own data (i.e. through their own firewall, virus protection, regular back-up's etc.) as well as data encryption (i.e. http, VPN).

3. Improper use of the hotspot by the customer

The hotspot provider is a neutral technical facilitator and has no influence over transmitted content. Users are responsible for internet content, content sent and received over the hotspot as well as content made publicly available. Content based monitoring by the hotspot provider does not occur.

The customer obligates himself/herself to not use the hotspot improperly. In case of improper use, the hotspot provider reserves the right to terminate wireless internet service access without prior notice. Improper use applies in particular to

- copy right infringement and other third party rights, in particular infringement of rights of so called peer-to-peer networks such as file sharing sites ("illegal file sharing"),
- the sharing and publication of damaging or unlawful content, including the distribution of unsolicited mass e-mails (called "spamming") and viruses,
- the transmitting of indecent, harassing or other illegal content, the posting on the internet or reference of such content on the internet,
- the infiltration of other networks as well as the attempt of infiltrating other networks (called "hacking"),
- use of applications or institutions which would lead to disruptions or modifications to the physical and logistical structure of the hotspot provider's server, the hotspot provider's network or of other networks.

4. Liability release by customer

The customer releases the hotspot provider against any claims by third parties, due to the unlawful use of the hotspot by the customer or due to sanctions arising due to copy right infringement or other legal dispute which are linked to the use of the hotspot by the customer. If the customer realizes or can be expected to realize that a violation occurred or is about to occur, he shall be obligated to notify the hotspot provider without undue delay. In case of fault, the customer is liable to the hotspot provider for compensation for any loss suffered.

§9

Charges to the customer for usage of wireless internet access

Wireless internet access for customers is free of charge for the duration of their stay.

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Miscellaneous

The hotspot provider reserves the right to terminate internet access without prior warning should there be a breach in general terms and conditions by the customer. The terms and conditions above govern the usage agreement between the hotspot provider and the customer conclusively. Verbal sub-agreements do not exist. The laws under the Federal Republic of Germany shall apply.