General Terms and Conditions
for the use of the "MobyKlick" WiFi network operated by wilhelm.tel GmbH

– hereinafter referred to as "Terms and Conditions of WiFi Use" –

Last revised: 25 May 2018

1   MobyKlick cooperation partners and contractual partners

The MobyKlick WiFi network (hereinafter referred to as the "MobyKlick Hotspot Network") is operated in cooperation with, and made available by, the following telecommunications providers (hereinafter referred to as "MobyKlick Cooperation Partners"):

-      wilhelm.tel GmbH (hereinafter referred to as "wilhelm.tel"), Heidbergstrasse 101-111, 22846 Norderstedt, commercial register: HRB 4216 NO, Local Court (Amtsgericht) Kiel
-      willy.tel GmbH (hereinafter referred to as "willy.tel"), Hinschenfelder Stieg 6, 22041 Hamburg, commercial register: HRB Nr. B 47 054 Local Court of Hamburg

The users of the MobyKlick Hotspot Network always conclude the agreement with the MobyKlick Cooperation Partner on whose access infrastructure (WiFi hotspot) the users log in to use the MobyKlick Hotspot Network. In this case, the contractual partner of the users is:

wilhelm.tel GmbH, Heidbergstrasse 101-111, 22846 Norderstedt, commercial register: HRB 4216 NO, Local Court (Amtsgericht) Kiel.

2   Revision status of the regulations

In conjunction with the German telecommunications laws TKG, the German telemedia laws TMG, the General Data Protection Regulation (GDPR), the terms and conditions of wilhelm.tel GmbH for multimedia services (Multimedia-AGB, www.wilhelm-tel.de/agb), and the data protection notices of wilhelm.tel GmbH (www.wilhelm-tel.de/datenschutzhinweise), the conditions of WiFi use regulate how users may access the MobyKlick-Hotspot network. These conditions of WiFi use serve to supplement the Multimedia-AGB, yet take priority in the event of conflicting wording. MobyKlick is an internet services product of wilhelm.tel that provides users access to the worldwide web (internet) as a special service. MobyKlick is available in two versions: unencrypted ("MobyKlick") and encrypted internet access ("MobyKlick (S)"), the latter for special contractual customers.

3   Conditions of use for MobyKlick

Use of MobyKlick/(S) requires users to be at least sixteen (16) years of age and their acceptance of these conditions for WiFi use. If users have yet to reach sixteen (16) years of age, they may use these WiFi services only when a parent or their legal guardian has consented to their use of MobyKlick or has granted approval.

The use of MobyKlick/(S) requires a fully operable terminal fitted with a WiFi compatible interface; running a suitable operating system, web browser, updated WLAN driver firmware and software, and a corresponding IP network protocol; and configured as a DHCP client. The users are responsible for fulfilling these conditions.

MobyKlick may be accessed via either the One Click method or access data. The use of MobyKlick requires access data consisting of a user name and password.

In general, sensitive user data such as user name and password are SSL encoded (Secure Socket Layer) for security reasons before they are transmitted to wilhelm.tel servers. This encryption is a standardised procedure for online services, specifically for the web.

4   Scope of services

Within the framework of the existing technical and operational options, wilhelm.tel shall provide the following services:

- <u>Access to the Internet:</u> wilhelm.tel shall allow users to access the Internet via MobyKlick/(S). The Internet usage period granted via MobyKlick can vary depending on the type of access. Users acknowledge the fact that the transmission speed during use depends on a number of factors including the access option selected, technical requirements, the network utilisation of the Internet backbone, the transmission speed of the requested server of the individual content provider and the number of users in the MobyKlick hotspot location in question. wilhelm.tel offers MobyKlick/(S) for the use of Internet access within the framework of normal usage behaviour. Depending on the location, access option and rate, the performance features (e.g. bandwidth or permitted access period) can vary.

   The provision of MobyKlick/(S) is based on the individual technical and operational options open to wilhelm.tel. No guarantees are made regarding provision on an uninterrupted, interference-free basis at all times or regarding a certain Internet speed. MobyKlick/(S) may be impaired by geographical, atmospheric or other conditions (e.g. shade) or circumstances that lie outside of wilhelm.tel's control. wilhelm.tel is under no obligation to grant access in the MobyKlick hotspot location in question.

   wilhelm.tel is under no obligation to make access to the Internet available to users. No guarantees are made regarding uninterrupted, interference-free access.

- <u>Service:</u> In the event of technical problems, please contact the wilhelm.tel service hotline: 0800 4324324, Service hours: Mon. – Fri. 9 a.m. – 8 p.m.

wilhelm.tel reserves the right to alter, restrict or suspend MobyKlick/(S) or individual MobyKlick hotspots to perform necessary technical repair and maintenance work without prior notice.

5   Security of data transmission

Data transmission within the MobyKlick Hotspot Network and to the Internet is unencrypted via the SSID (service set identifier) "MobyKlick". As a result, it is impossible to rule out a scenario in which third parties obtain unauthorised access to the data being transmitted by users.

Users acknowledge that, due to the nature of the service, wilhelm.tel provides no guarantee that MobyKlick/(S) is protected against unlawful access or use. As a result, wilhelm.tel is not liable in the event that information and data that users transmit via MobyKlick/(S) and/or the Internet is viewed, intercepted or altered by third parties during transmission, that it originates from the alleged sender or reaches the intended recipient. As a result, users have to take corresponding security measures (e.g. VPN software, SSL encryption) to protect sensitive data, or have to refrain from transmitting such data.

Encrypted data transmission within the MobyKlick Hotspot Network and to the Internet is via the SSID (service set identifier) "MobyKlick(S)".
Users are responsible for ensuring that all of the systems they use in connection with MobyKlick/(S) are sufficiently protected against threats and data access by third parties, e.g. viruses, worms and Trojan horses, and that they are secured by virus scanners, firewalls, etc.

The Internet access via MobyKlick/(S) is automatically disconnected after 5 minutes of inactivity (session timeout); during the access period, the user device is automatically logged in again when the user starts using the Internet access again.

6   Duties and obligations incumbent upon the user

All users of the MobyKlick Hotspot Network are responsible for adhering to the following obligations, in particular:

- The transmission of volumes of data of an above-average size and, in particular, the ongoing transmission of such volumes of data is not permitted.

- Users are prohibited from hosting a web server or other servers by using the MobyKlick Hotspot Network.

- Users are prohibited from doing the following: attempted access and actual access to the user account of another user without that user's consent, sending unsolicited messages in any electronic form or transmitting information to third parties for advertising purposes (spamming), recording personal information relating to third parties without being authorised to do so, unauthorised intrusion into data networks, hindering other MobyKlick hotspot users and sending files or file attachments containing malware (e.g. dialers, viruses, etc.).

- Users are prohibited from offering works protected by copyright on file-sharing networks or using them in any other way without authorisation to do so.

- Users are obliged, when accessing content or software that is the property of third parties/is licensed by third parties and requires adherence to certain terms and conditions of use, to adhere to these terms and conditions.

- Users must not disseminate any information with illegal or indecent content. This includes, in particular, information which, within the meaning of sections 130, 130a and131 of the German Criminal Code (StGB), serves as incitement to hatred and violence against segments of the population, induces criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic within the meaning of section 184 StGB, is capable of causing moral harm to children or adolescents, could damage the reputation of wilhelm.tel, or constitutes illicit contact within the meaning of section 238 StGB ("stalking").

- The provisions of the State Treaty for the Protection of Minors in the Media (Jugendmedienstaatsvertrag) and the German Protection of Young Persons Act (Jugendschutzgesetz) must be observed.

- Users are prohibited from entering their own DNS servers in the network settings of the MobyKlick Hotspot Network with the aim of using them for a purpose other than to resolve a DNS entry.

- Users are prohibited from damaging or otherwise impairing the MobyKlick Hotspot Network or interrupting access to the MobyKlick Hotspot Network or an individual hotspot or doing anything that could impair or interrupt the functionality of the MobyKlick Hotspot Network or an individual hotspot.

- Users are obliged to protect the end devices they register from unauthorised access by third parties.

- Users shall indemnify wilhelm.tel against all third-party claims resulting from a breach of either duties and/or obligations, in particular those set out in section 6 of these Terms and Conditions of WiFi Use.

wilhelm.tel reserves the right to block a user's access to the MobyKlick Hotspot Network if the user commits a significant and sustained breach of his/her obligations.

7   Responsibility for the content of data transmitted

Users themselves are responsible vis-à-vis wilhelm.tel and the individuals involved for all content that they transmit or otherwise disseminate via MobyKlick/(S) (e.g. also via e-mail, newsgroups, chat services). This also applies to content transmitted and/or disseminated by third parties via the MobyKlick/(S) access used by the user where the user is responsible. The content is not checked by wilhelm.tel.

Users shall indemnify wilhelm.tel and the latter's vicarious agents from all third-party claims resulting from the use of the MobyKlick Hotspot Network and the associated services by the user in a manner that violates these Terms and Conditions of WiFi Use or is otherwise unlawful, or use with the user's consent, or resulting, in particular, from data protection law, copyright law or other legal disputes associated with the use of the MobyKlick Hotspot by the user. If the user realises, or ought to realise, that such a breach is imminent or has been committed, he/she must inform wilhelm.tel without delay.

8   Use by third parties

Users are not authorised to make their login data for the MobyKlick Hotspot Network available to third parties for commercial purposes or otherwise. Users shall bear the costs and shall be responsible for all third-party claims arising from the unauthorised use of the MobyKlick Hotspot Network by third parties if and to the extent that they are responsible for such use.

9   Liability

Users explicitly acknowledge that the use of the MobyKlick Hotspot Network and surfing on the Internet shall be at their own risk.

Users are liable for all of their activities in connection with the use of the Internet access. They shall indemnify wilhelm.tel from all third-party claims asserted against wilhelm.tel resulting from a breach of the abovementioned obligations on first demand.

As the use of the free MobyKlick Hotspot Network is offered to users as an act of favour, wilhelm.tel assumes no liability whatsoever in connection with the provision of the MobyKlick Hotspot Network, in particular not for purely financial loss. Liability based on mandatory statutory provisions shall remain unaffected.

By way of derogation from the provision set out above, wilhelm.tel shall be liable vis-à-vis MobyKlick (S) users (special contract customers) in line with the provisions set out in the Multimedia GTCs. wilhelm.tel's liability for all other damage is excluded.

10   Data protection and data notices

wilhelm.tel and the MobyKlick cooperation partners take very seriously the protection of your privacy when processing your personal data and providing your access to the MobyKlick-Hotspot network.

I. Operating the platform, collecting data, processing and storing for the purpose of providing services
For the purpose of granting users access to the MobyKlick-Hotspot network via the MobyKlick cooperation partners, the MobyKlick-Hotspot network is provided on a platform run jointly by the MobyKlick cooperation partners. As a result, the MobyKlick cooperation partners know the users' login and usage details when they access this platform. The use of MobyKlick (S) requires an additional user name and password. Data are processed on the basis of Art. 6(1)(b) GDPR in conjunction with § 95 TKG.
The following data are captured during access to MobyKlick:
- MAC address of the user's terminal (client MAC)
- IP address of the user's terminal (client IP)
- Technical data on the user's terminal and access mode (user agent data, specifically the name of the called website, the browser type and version, the user's operating system, and server and status codes)

Depending on the access voucher type and the MobyKlick cooperation partner issuing this, the program may need to collect and store further data for the purpose of managing and allocating access to the MobyKlick network (delegation tool for vouchers). The user is then informed, separately of the providing MobyKlick cooperation partner, of the data affected and the extent of their processing in each and every case.
Data are collected, processed, and utilised exclusively for the fulfilment of the obligations arising herefrom and for the operation and maintenance of the MobyKlick-Hotspot network. The storage duration is based on the applicable voucher usage period.

Data are processed on the basis of Art. 6(1)(b) GDPR in conjunction with §§ 95, 96 TKG.

II. Processing and utilising data for statistical purposes
For statistical purposes, the MobyKlick cooperation partners provide summaries of data and analyses (e.g. monthly evaluations) on the use of MobyKlick.

The cooperation partners are unable to refer these data to or infer their source from any single user (anonymised data).

Data are processed on the basis of Art. 6(1)(f) GDPR.

III. Processing and using data for user support / troubleshooting
The provision of user support and troubleshooting services requires the processing and utilisation of the following data:

- MAC address of the user's terminal (client MAC)
- IP address of the user's terminal (client IP)

The above data may be used to find end customers for the purpose of providing them with user support services.

Data are stored only when these are needed to provide user support. These transaction data are stored for seven (7) days, after which they are erased automatically.

Data are processed on the basis of Art. 6(1)(f) GDPR in conjunction with § 100 TKG.

IV. Live data view, geolocalisation data
Processing and utilising data for support purposes may involve the real time visualisation of devices active on each of the hotpots at that time. This is possible only when the user's terminal is currently connected. This visualisation is not possible when the connection is aborted or ended.

There is no further collection, processing, or utilisation of any other geolocalisation data.

Data are processed on the basis of Art. 6(1)(f) GDPR in conjunction with § 100 TKG.

V. Changes to purposes and forwarding of data
wilhelm.tel and the MobyKlick cooperation partners assure that none of the data received from or sent by users are utilised or disclosed contrary to the applicable laws or ordinances. This does not apply when this is ordained in writing by a German court of law, a German criminal prosecution authority, or a body for the protection of the German constitution.

Under no circumstances do wilhelm.tel and the MobyKlick cooperation partners monitor, capture, or store data traffic, unless this is required under the applicable laws and legal provisions.

Data are not processed or utilised for other purposes nor communicated in any other manner to third parties without the users' separate consent thereto. This consent is voluntary and documented.

Further details on how data are processed by wilhelm.tel can be viewed under the section "Data protection notice" at www.wilhelm-tel.de, and paper copies are sent or handed over to customers on request.

11 Amendments to the Terms and Conditions of WiFi Use

These Terms and Conditions of WiFi Use also apply, once the user has received them once, for all future use of the MobyKlick Hotspot Network, unless new Terms and Conditions of WiFi Use have been communicated at a later date.

These Terms and Conditions of WiFi Use can be amended by wilhelm.tel provided that this does not affect key provisions governing the contractual relationship and the amendment is required to adjust the Terms and Conditions of Use to reflect developments that could not be foreseen at the time the agreement was concluded and which, if not reflected, would considerably impair the balanced nature of the contractual relationship. Key provisions include, in particular, provisions governing the nature and scope of the contractually agreed services and term.

In addition, amendments or supplements can be made to these Terms and Conditions of WiFi Use insofar as is required to resolve difficulties associated with the performance of the use relationship due to loopholes that arose after registration or the allocation of login data. This can be the case, in particular, if court decisions change and one or several of the clauses of these Terms and Conditions of WiFi Use are affected as a result.

The current Terms and Conditions of WiFi Use are communicated when users register to use MobyKlick, on the portal page and on the homepage at www.mobyklick.de. Amendments are deemed to have been accepted by users unless a written objection is submitted to wilhelm.tel (by post to: Heidbergstrasse 101-111, 22846 Norderstedt, or by e-mail to: MobyKlick@wilhelm-tel.de) without two weeks of their announcement. In the event of an objection, the use relationship shall end when the objection is received by wilhelm.tel.

12 Other terms and conditions

If individual provisions of these Terms and Conditions of WiFi Use are ineffective, this shall not affect the other provisions. In the event of an ineffective provision, wilhelm.tel and the user shall agree on an effective provision that most closely approximates the intended legal and financial purpose of the ineffective provision to be replaced, to the extent that is legally permissible. If this is not possible, then the statutory provision shall apply in place of the ineffective provision.

If the user and wilhelm.tel become involved in a dispute within the framework of the contractual relationship and if wilhelm.tel does not respond to the user complaint within (4) weeks of it being received by wilhelm.tel or if wilhelm.tel fails to remedy the complaint within this period, then the user can submit an application to initiate arbitration proceedings for extra-judicial dispute resolution (section 47a TKG) by contacting the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway (department 216, Arbitration Board, Postfach 80 01, 53105 Bonn, or by fax: 030/22480518). This application can be submitted in writing or using the corresponding application form to the Federal Network Agency and should describe the facts of the case, the user's request and evidence of the attempts to reach an agreement with wilhelm.tel. If the user is a consumer within the meaning of section 13 of the German Civil Code (BGB) and submits an arbitration application based on the conditions set out above to the Arbitration Board of the Federal Network Agency, then wilhelm.tel is obliged to participate in the arbitration proceedings. Further information on extra-judicial dispute resolution before the Federal Network Agency, the blank application form for arbitration proceedings and the arbitration rules have been published by the Federal Network Agency on the Internet at www.bundesnetzagentur.de in the section for consumers.

If individual provisions of the use relationship prove to be ineffective or impracticable either in full or in part, or become ineffective or impracticable due to changes in legislation following the conclusion of the Agreement, then this shall not affect the other contractual provisions or the effectiveness of the Agreement as a whole. The ineffective or impracticable provision is to be replaced by the effective and practicable provision that most closely approximates the meaning and purpose of the provision that is null and void. In the event of gaps or omissions within the Agreement, the provisions that correspond to the meaning and purpose of the Agreement and that would have been agreed had they been considered shall be deemed agreed.

In the event of disputes, users and wilhelm.tel are obliged to reach an amicable agreement without involving a court. In the event that no such agreement can be reached, then the place of jurisdiction shall be the place where wilhelm.tel has its registered office, unless the statutory provisions specify a different special place of jurisdiction.

The responsible supervisory authority is the Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway, Tulpenfeld 4, 53113 Bonn.

In the event of a conflict or distinguishing difference between the German version and the foreign language versions of these General Terms and Conditions of Business, the German version shall prevail.

The MobyKlick team at

wilhelm.tel GmbH