



### **Supplementary Agreement on the lease of furnished apartments / furnished holiday houses for the tenants' private use of the WLAN.**

In order to use the WLAN a code has to be entered. This code is only handed out to tenants who accept and formally sign the following user agreement:

- The tenant assumes and takes responsibility for all co-tenants and guests of the holiday property to comply with this agreement and accepts that the landlord has no liability if guests and/or co-tenants do not adhere to this agreement.
- The tenant confirms that he accepts and signs the included warranty disclaimer of the landlord and also in the name of and on behalf of any co-tenants/guests. Tenants and co-tenants/guests shall be called "users" hereinafter.
- The WLAN use is against payment and limited to the duration of the users in the apartment / holiday house. The landlord cannot assume any liability for the actual availability of the Internet access. The code must not be disclosed to third parties. The code expires after a certain time after which a new code may be requested. (Further information can be obtained with the landlord).
- The landlord assumes no obligations by giving out the code. The use of the WLAN is subject to the normal technical workings of such systems. The user cannot claim the need to use the WLAN in any particular way or for any particular time period. The use has to be within the parameters of normal usage during a holiday stay. In case of commercial and / or excessive use, the landlord may block the WLAN access.
- Hereby each and every liability for warranty, damages, etc. shall be excluded. In particular, no liability is assumed for the content of accessed websites or downloaded files. Furthermore, no liability for any malicious programs (such as viruses, etc.) which may affect the user(s) is taken by using the WLAN. The user expressly acknowledges that the WLAN only allows access to the Internet and that it does not contain any antivirus or firewall. This is solely the responsibility of the user. The transmission of data is unencrypted. The user has to make sure that the appropriate protection is taken care of.
- Internet sites with illegal content and the download of unethical or immoral content are prohibited.
- The user is expressly forbidden to use the WLAN to upload or distribute any illegal, immoral or copyrighted content.



- Any improper use of the WLAN, especially a use that may entail adverse legal consequences for third parties or the landlord and any interference with the WLAN device (software as well as hardware) is prohibited.
  
- In the event that the landlord is being held responsible for any claims by third parties through the WLAN use by the user, the user is obliged to indemnify and hold the landlord harmless in respect of legal proceedings and claims.
  
- In case of violation of the terms of use or suspicion of a violation, the use of the WLAN can be blocked at any time without giving reasons. Liability for data loss is expressly excluded.
  
- The landlord is entitled to inform the competent authorities in case of a justified suspicion of a criminal offense of the user (including their addresses). Furthermore, the landlord is entitled to inform the authorities, upon their request, of the personal details of the user including their addresses.