

Terms and Conditions m3connectmedia GmbH

§ 1 Scope

These General Terms and Conditions govern services-against-payment provided by m3connectmedia GmbH, namely the supply and operation of broadband internet access via the user's wireless LAN (WLAN) technology.

These General Terms and Conditions and all revisions thereto are accessible at all times on the portal pages at each m3 hotspot. m3connectmedia GmbH reserves the right to modify these General Terms and Conditions. This shall apply in particular to revisions on account of regulatory provisions and take immediate effect, the modification of Internet-related framework conditions, and changes to m3connectmedia GmbH's business procedures and/or business areas.

§ 2 Technical Specifications

Within the framework of the provision of services ordered, the user shall receive broadband Internet access via m3connectmedia's wireless LAN infrastructure. m3connectmedia shall disclose the locations to which such services can be accessed at <http://www.m3-connect.com> and <http://www.m3-hotspots.de>.

Requirements for the use of the m3connectmedia infrastructure are:

The user must have a WLAN-compatible device in accordance with IEEE802.11b.

The user must establish a connection with the m3connectmedia wireless LAN (the required network names (SSIDs) shall likewise be disclosed at <http://www.m3-connect.com> and <http://www.m3-hotspots.de>).

The user's web browser must be configured to accept cookies. The connection must not be established via a proxy server. The web browser must allow automatic redirecting.

Depending upon the distance to the access point and the specifications of the customer's antenna, the data transmission speed will vary. After the processing of the order or upon purchase of a prepaid card, the user shall receive a combination username/password. After launching the internet browser, the user must enter this information into the fields on the Internet site. The contract duration, validity, and volume restrictions derive from the services the customer has ordered. In the event that legal or regulatory revisions to the framework terms and conditions are made, m3connectmedia is authorized to engage third parties either temporarily or permanently for the delivery of such provision of services or partial services.

§ 3 Payment

Payment is made when the customer places the order. Prices do not include applicable value-added tax.

§ 4 Locations/Hotspots

Internet access is available at all m3connectmedia hotspots (see <http://www.m3-hotspots.de>). m3connectmedia reserves the right to restrict use at certain hotspots.

§ 5 Hotline

The WLAN hotline is available around the clock on +49 (0) 1805-008261 (€ 0.14/minute from the Deutsche Telekom network) and can answer any questions related to hotspots and the wireless LAN service. Customers must direct technical questions concerning the configuration and setting up of end devices to the respective notebook manufacturer or, in the case of company machines, to the IT department of the company in question.

§ 6 Contract Duration/Use

Paid services commence at the ordered start time or when access to the m3connectmedia infrastructure is granted. The rate selected determines the contract duration. The user implicitly accepts the General Terms and Conditions by ordering the service. Both contracting parties may terminate the contract in extraordinary circumstances in the event of gross non-fulfillment by the other contracting party of its current contractual obligations as set out in this agreement.

§ 7 User's Responsibilities

The user shall notify m3connectmedia GmbH of any disturbances in wireless Internet access via m3connectmedia GmbH's network. Usernames and passwords are non-transferable. The user must not disclose his or her usernames and passwords and must ensure that they are not accessible to third parties. The user is obliged to inform m3connectmedia GmbH immediately in cases of suspicion of improper use and/or if access information has become known to a third party. The user undertakes not to use m3connectmedia GmbH services in violation of applicable laws or for immoral purposes and to observe the rights of third parties. In particular, this includes the following:

Undertaking not to save or permit the saving of any disturbing or slanderous material, material that infringes on the privacy of others, material of an improper, threatening, illegal or otherwise unlawful nature, and material whose use is contrary to public policy and undertaking not to make reference to such materials;

Undertaking not to make available or make reference to any material that could damage m3connectmedia's reputation;

Undertaking not to supply, convey, or request the transfer of viruses, Trojan horses, junk mails, spam, chain letters or non-solicited mass e-mail communications;

Undertaking not to use or execute any mechanisms or applications that could lead to or cause changes in the physical or logical structure of m3connectmedia servers or the m3connectmedia network or other networks;

Undertaking to use the network provided by m3connectmedia exclusively for Internet access and not to establish any connection to devices other than those devices within the m3connectmedia network.

In cases of the violation of the aforementioned obligations, m3connectmedia GmbH shall be entitled to block Internet access with immediate and total effect. The user must compensate m3connectmedia GmbH for any damages resulting from such infringements and, in addition, must absolve m3connectmedia GmbH from any hardship arising from user's damaging conduct.

§ 8 Liability

m3connectmedia shall not be liable for damages caused to the user by inappropriate WLAN use. m3connectmedia and its partners and suppliers assume no liability for damages, claims, or incurred costs of any kind or for any consequential damages, secondary, coincidental, indirect criminal damages, exceptional or other damages, or for requests or claims for compensation for lost profits and/or losses. In all other respects m3connectmedia's liability for any damages – irrespective of legal basis including impermissible acts – is excluded.

m3connectmedia has no control over the transfer of data over the Internet. m3connectmedia is not liable for guaranteeing that third-party information transmitted via its m3connectmedia infrastructure is available, current, or lawful. Furthermore, m3connectmedia accepts no liability for guaranteeing that transmitted/sent data is not subject to property rights held by third parties or that the sending party transmits data and/or other information correctly or in accordance with the law unless m3connectmedia acts with gross negligence or intent by refraining to issue a reasonable and necessary warning or carrying out a check despite the existence of tangible evidence of infringement. In as much m3connectmedia GmbH allows access to the databases or services of third parties, m3connectmedia GmbH is not responsible for the availability, content, or safety of these databases or services, the accuracy of their content, or their completeness and topicality, or for ensuring that they are not subject to the property rights of third parties with regard to the data, information, and programs downloaded by the user. m3connectmedia GmbH hereby informs users that information accessed via

m3connectmedia GmbH's infrastructure could be copyright-protected. Users may therefore be liable to pay damages to the copyright holder and may be held criminally liable for the copying, editing and distribution of content. It is incumbent upon the user to be completely aware of the property rights of third parties and to respect such rights. m3connectmedia GmbH is not liable for the illegal content of third party providers.

§ 9 Security Instruction

WLAN operation is not encrypted. We expressly point out that access by third parties (computer hackers) cannot be ruled out. We suggest that users undertake their own secure encryption measures. If the correct network name (SSID) has not been configured, the WLAN card can be addressed by another signal. Users may find they have gained unauthorized access to another network. It is expressly pointed out that m3connectmedia will not accept liability for legal consequences resulting from such access.

§ 10 Data Protection

m3connectmedia GmbH only collects, processes, and manages users' personal information provided during registration for authorization purposes, to provide m3connectmedia GmbH services, and to compile statistics. Personal information is not shared with third parties. By using the service, the user expressly accepts these data protection provisions. Disclosure to federal bodies and authorities only occurs within the context of mandatory legislation. m3connectmedia GmbH complies with data protection regulations and vouches that all individuals who are entrusted with the fulfillment of this contract shall likewise observe these regulations. m3connectmedia GmbH requires that its employees adhere to legal data protections and contractual confidentiality regulations.

§ 11 Miscellaneous Provisions

The laws of the Federal Republic of Germany shall govern this contract. The court of jurisdiction shall be Aachen, Germany. In the event that a provision of the General Terms and Conditions is or becomes ineffective, the validity of the remaining terms and conditions shall remain unaffected. The ineffective provision shall be replaced by a provision that most closely resembles the legally effective business purpose and meaning of the relevant ineffective provision.