Terms of use for Guest Wi-Fi

I. Scope of these terms of use

These terms of use govern your and our rights and obligations relating to the use of our free Wi-Fi access. This includes the use of Wi-Fi access in the countries listed below. The terms applicable to the relevant country are set out in the following provisions.

For the use of Wi-Fi access in countries outside Germany, the additional and/or deviating regulations of the respective national jurisdiction under Section III. apply.

II. Country-specific regulations Germany

1. Our services

(1) DKMS Group gGmbH with its affiliated companies (hereinafter "DKMS" or "we") provides you with access to the Internet on our company premises in the form of Wi-Fi access via our wireless access point ("hotspot") for free use during your stay at DKMS.

(2) The provision of the hotspot depends on our respective technical and operational capabilities. There is no entitlement to a functioning hotspot. Furthermore, we do not guarantee that the hotspot can be used without disruptions and/or interruptions. Nor can we guarantee transmission speeds. However, we make every effort to ensure that the hotspot can be used with as few interruptions as possible.

(3) We reserve the right to change, restrict or discontinue access to the hotspot without prior notice in the event of necessary technical repair and maintenance work.

(4) There is no entitlement to use the hotspot and/or certain services via the hotspot. In particular, ports may be blocked or certain websites blocked. As a rule, surfing the Internet and sending and receiving e-mails is made possible.

2. Access, use and blocking

(1) We only offer our hotspot during your stay at DKMS. It is not a publicly accessible telecommunications service, but an internal DKMS Wi-Fi.

(2) In order to use the hotspot, you must first register and accept the validity of these terms of use before use. This is usually done via a registration form in your browser when you select the hotspot as Wi-Fi in your end device. Alternatively, you will receive login details from us for the duration of your stay. After successfully logging into our hotspot, you will be redirected to the DKMS welcome page.

(3) We may temporarily or permanently block your access to the hotspot at any time if there are concrete indications that you are violating or have violated these terms of use and/or applicable law or if we have any other legitimate interest in blocking your access.

3. Access data

(1) If you have provided your login details (user name, password, e-mail address) in the course of self-registration, you must keep them secret and not make them accessible to unauthorized third parties.

(2) If you have received login data for the hotspot (access data) from us, you must ensure that access to and use of the hotspot with your access data is carried out exclusively by you. You must inform us immediately if there are facts that justify the assumption that unauthorized third parties have obtained or will obtain knowledge of your access data.

4. Your obligations

(1) You are obliged to provide truthful information about yourself in order to use the hotspot.

(2) You are obliged to comply with the applicable laws and these terms of use when using the hotspot.

5. Prohibited actions when using the Hotspot

(1) You are prohibited from any actions when using the hotspot that violates applicable law, in particular the rights of third parties or the principles of the protection of minors.

(2) Furthermore, the following activities are also prohibited when using the hotspot, irrespective of any violation of the law, when posting your own content on the website of a service provider and when communicating with other users (e.g. by sending personal messages, participating in discussion forums, etc.):

a. the posting, distribution, offering and advertising of pornographic content, services and/or products;

b. the transmission of above-average data volumes and in particular the continuous transmission of such data volumes;

c. hosting a web server or other servers by using the hotspot;

d. changing the DNS server in the network settings of the hotspot;

e. the sending of junk or spam e-mails and chain letters;

f. the spread of viruses, Trojans and other malicious files;

g. the dissemination of lewd, offensive, sexually explicit, obscene or defamatory content or communication as well as content or communication that is likely to promote or support racism, fanaticism, hatred, physical violence or unlawful acts (either explicitly or implicitly);

h. requesting other users or third parties to disclose passwords or personal data for commercial or illegal or unlawful purposes.

(2) Also prohibited is any action that is likely to impair the smooth operation of our hotspot, in particular to place a disproportionately high load on our systems.

6. Responsibility and liability

(1) You are responsible for all actions you take in connection with the use of the Internet via our hotspot with your end device.

(2) You shall indemnify us against all claims asserted against us by third parties due to a breach by you of statutory provisions, third-party rights (in particular personal rights, copyrights and trademark rights) or contractual obligations, warranties or guarantees, including the costs of the necessary legal defense (legal fees and court costs at the statutory rate) upon first request.

(3) In the event of the assertion of claims within the meaning of paragraph 2 above, you are obliged to cooperate immediately and fully in the clarification of the facts and to provide us with the necessary information in a suitable manner.

(4) We are liable without limitation for damages resulting from injury to life, body and health as well as under the Product Liability Act and for other damages that are based on an intentional or grossly negligent breach of duty attributable to us.

(5) In the event of a negligent breach of a material contractual obligation, DKMS's obligation to pay compensation shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are obligations whose fulfillment is essential to the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the contractual partner regularly relies.

(6) Insofar as the liability of DKMS is excluded or limited, this also applies in favour of our legal representatives, vicarious agents and employees.

7. Data protection

Our data protection regulations apply, available at the following link: https://www.dkms.de/gaeste-Wi-Fi

8. Final provisions

(1) The law of the Federal Republic of Germany shall apply.

(2) Should individual provisions of these terms of use be or become invalid, this shall not affect the validity of the remaining provisions.

(3) The current version of these terms of use applies, which will be made available to you when you use the hotspot. We reserve the right to amend these terms of use at any time with effect for the future.

9. Contact us

If you have any questions or concerns, please do not hesitate to contact our colleagues. You can find the contact details at https://www.dkms.de/kontakt

III. Further country-specific regulations

This Section considers the relevant statutory provisions of the respective national jurisdictions. Accordingly, the following provisions apply in addition to and/or in deviation from the provisions of Section II of these terms of use.

1. Country-specific regulations Poland

1.1 Access, use and blocking

(1) In addition to Section II paragraph 2 your device should have at least following technical parameters, in order to use the hotspot: support of Standard IEEE 802.11n (Wi-Fi 4).

(2) By accepting these terms of use, as set out in paragraph 2(3) above, the hotspot service agreement is concluded. The hotspot service is activated every time you connect to the hotspot.

1.2 **Prohibited actions when using the Hotspot**

(1) In addition to Section II paragraph 5(1) you are prohibited from any actions when using the hotspot that violate applicable law, in particular the rights of third parties or the principles of the protection of minors such as:

a. attempting to access network's resources that you are not authorized to access;

b. distributing materials that infringe the intellectual property rights of third parties if you have not obtained appropriate licenses, etc.;

c. duplicating, uploading, sharing, distributing, storing or downloading material from the Internet that violates applicable law or the rights of third parties;

(2) In addition to Section II paragraph 5(2) it's also prohibited when using the hotspot, to use peer-2-peer applications.

1.3 **Responsibility and liability**

(1) DKMS is not liable for the content of any information transmitted or received while using the hotspot, except for information provided in order to register as set forth in the fourth sentence of Section II paragraph 2(3).

(2) We are liable without limitation for damages resulting from injury to life, body and health and for other damages than those stated in Section II paragraph 6(4) above that are based on an intentional or grossly negligent breach of duty attributable to us.

(3) In the event of a negligent breach of a material contractual obligation, DKMS's obligation to pay compensation shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are obligations whose fulfillment is essential to the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the contractual partner regularly relies.

(4) Insofar as the liability of DKMS is excluded or limited, this also applies in favor of our legal representatives, vicarious agents and employees. The provisions of paragraphs 6(2), (3), (5) and (6) do not apply to consumers.

1.4 **Termination**

(1) DKMS reserves the right to immediately terminate the hotspot service in the following cases:

a. you violate these terms of use or take any action that hinders or prevents the provision or use of the hotspot;

b. you are using the hotspot in violation of the law in force in the territory of Poland;

c. you have the right to terminate the hotspot service at any time with immediate effect by discontinuing use of the hotspot.

(2) In the event of immediate termination of the hotspot service by DKMS, your access to the hotspot will be blocked.

(3) Notwithstanding the foregoing, DKMS shall be entitled to immediately discontinue or substantially reduce the provision of the hotspot service in the event of:

a. the occurrence of a specific threat to the DKMS's network or the need to maintain the integrity of the aforementioned network;

b. as set out in paragraph 2(5) above.

1.5 **Complaints**

If you have any complaints regarding the hotspot service, you are entitled to submit them to the following e-mail address: ITS-servicemanagement@dkms.de. The complaint will be reviewed by DKMS within 14 days of its submission. We will only communicate with you via e-mail, to the e-mail address provided by you.

1.6 **Specific risks relating to the use of the Hotspot**

To the best of our knowledge, the risks associated with the use of the hotspot are as follows:

a. Phishing - impersonation of a trusted person or institution in order to steal personal information or logins and passwords, for example for online banking;

b. MITM (Man-in-the-Middle) - eavesdropping on the user's communication with the network, which can lead to the interception of sensitive data;

c. Spyware - where hackers obtain login details, screen shots or information that has been entered into online forms;

d. Risk of exposure to cracking or phishing - a security breach technique used to obtain personal and confidential information for identity theft purposes by sending fake e-mails that are deceptively authentic;

e. The presence and activity of internet worms, i.e. malicious software capable of self-replication;

f. Piracy - software that has had its copy protection removed and is available for download from the Internet;

g. Sniffing - the use of a sniffer, a computer program designed to intercept and analyze data flowing through a network;

h. The presence and operation of malware, including computer viruses, which are specialized software programs that, once activated, are capable of infecting files in a self-replicating manner, usually undetected by the user.

1.7 **Final provisions**

(1) The Law of Poland shall apply. You submit to the exclusive jurisdiction of the courts of Poland in relation to any disputes arising from these terms of use.

(2) The current version of these terms of use applies, which will be made available to you at https://www.dkms.de/gaeste-Wi-Fi and when you use the hotspot.

(3) We reserve the right to amend these terms of use to ensure the safe operation of the hotspot, to prevent misuse, to remove ambiguities, to simplify the operation of the hotspot, to change the available options or due to other important needs related to DKMS at any time in future. Any changes to these terms of use will become effective upon your acceptance. If you have already used the hotspot and accepted these terms of use, any changes to these terms of use shall only become effective upon your acceptance of the new terms of use when entering into a new agreement. Failure to accept the new terms of use shall constitute a termination of the agreement.

2. Country-specific regulations USA

2.1 Access to and use of the hotspot is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. To the fullest extent permitted under applicable law, including but not limited to Uniform Commercial Code § 2-316 and applicable state laws, we expressly disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, reliability, speed, performance, or security.

2.2 You must comply with all applicable federal, state, and local laws of the United States of America, including but not limited to the Computer Fraud and Abuse Act (18 U.S.C. § 1030), Children’s Online Privacy Protection Act (15 U.S.C. §§ 6501–6506), Electronic Communications Privacy Act (18 U.S.C. §§ 2510-2522), and relevant state and local statutes, including, without limitation and if so applicable, the California Consumer Privacy Act and New York SHIELD Act.

2.3 DKMS reserves the right, in its sole discretion, to determine whether your conduct compies with these terms of use. You acknowledge and agree that we have the right to: (1) monitor your use of the Internet through our hotspot for any purpose, as we see fit

and in our sole discretion; (2) take any action we deem necessary or appropriate if we believe your conduct violates these terms of use, infringes any intellectual property or other rights of any person or entity, threatens the safety of its other users or the public, or could expose DKMS to liability; (3) your identity or other relevant information to any third party who claims that content or material posted or transmitted by you violates their rights, including intellectual property or privacy rights; and (4) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the hotspot. You further agree we have the right to fully cooperate with any law enforcement authority or court order requesting or directing us to disclose the identity or other information of any user accessing or using our hotspot. YOU WAIVE AND HOLD HARMLESS DKMS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER DKMS OR LAW ENFORCEMENT AUTHORITIES.

2.4 The federal and local law of the USA shall apply. You submit to the exclusive jurisdiction of the courts of the USA in relation to any disputes arising from these terms of use.

3. Country-specific regulations UK

3.1 In addition to Section II paragraph 1, we will provide the hotspot with reasonable care and skill.

3.2 Sections II paragraphs 6(2), (4) and (5) do not apply. Instead, we are liable without limitation for damages resulting from (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) intentional or grossly negligent breach of duty attributable to us; or (iv) any other matter in respect of which it would be unlawful to limit or exclude liability.

3.3 Save as set out in paragraph 3(2) above, (i) in the event of a negligent breach of a material contractual obligation, DKMS's liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract; and (ii) in all other cases, £100. Material contractual obligations are obligations whose fulfilment is essential to the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the contractual partner regularly relies.

3.4 The law of the UK shall apply. You submit to the exclusive jurisdiction of the courts of the UK in relation to any disputes arising from these terms of use.

4. Country-specific regulations South Africa

4.1 In addition to Section II paragraph 2(3) as the first sentence, we may monitor traffic on our hotspot from time to time to ensure compliance with these terms and applicable laws.

4.2 In deviation to Section II paragraphs 6(4) and 6(5), DKMS will be under no circumstances liable for any direct or consequential, indirect, special, punitive or incidental damages,

whether foreseeable or unforeseeable, based on claims of the user (including but not limited to unauthorised access, damage, or theft of your system or data, claims for loss of goodwill, claims for loss of data, use of or reliance on the hotspot, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability, in tort or otherwise.

4.3 You agree to indemnify and hold harmless DKMS from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising out of or related to your use of the hotspot, any materials downloaded or uploaded through the hotspot, any actions taken by you in connection with your use of the hotspot, any violation of any third party's rights or an violation of law or regulation, or any breach of these terms. This section will not be construed to limit or exclude any other claims or remedies that DKMS may assert under these terms or by law.

4.4 By continuing to use the hotspot, you agree to the aforementioned terms of service and you confirm that you accept these terms and conditions as the basis of your use of hotspot provided.

4.5 We do not endorse or take responsibility for any third party content accessed through the hotspot. You access external content at your own discretion and risk.

4.6 The law of South Africa shall apply. You submit to the exclusive jurisdiction of the courts of South Africa in relation to any disputes arising from these terms of use.

5. Country-specific regulations India

5.1 Users must be aware of their rights under the DPDP Act , Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (“Data Protection Regulations”).

5.2 If users handle or share personal data of others, they must comply with relevant security and protection measures under the Data Protection Regulations.

5.3 DKMS reserves the right to terminate the hotspot service if the user misuses personal data or fails to meet DPDP Act, Information Technology Act, 2000, or Information

Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011.

5.4 The law of India shall apply. You submit to the exclusive jurisdiction of the courts of India in relation to any disputes arising from these terms of use.

6. Country-specific regulations Chile

6.1 In deviation to Section II paragraph 6(5) DKMS cannot exempt from willful misconduct or gross negligence.

6.2 If you have any questions or concerns, please do not hesitate to contact our colleagues. You can find the contact details at https://www.dkms.cl/contacto.

6.3 The law of Chile shall apply. You submit to the exclusive jurisdiction of the courts of Chile in relation to any disputes arising from these terms of use.

IV. These terms of use shall come into effect on 1. January 2025.