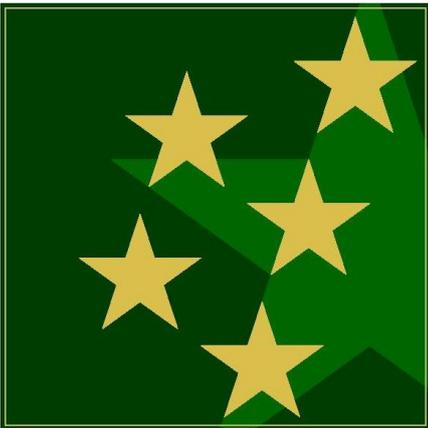


Austrian Professional Hotel Association

WLAN - Sample Terms of Use



Information as of 18 March 2009

Non-binding Terms of Use

Conditions for the use of WLAN Internet Access in *Hotel XY* (Guest-LAN)

User Agreement

- Usage takes place by entering a code, which is only provided to guests of the establishment who accept the user agreement below and confirm their agreement by signing at the bottom.
- Usage is free-of-charge¹ and limited to the duration of presence on the premises of *Hotel XY*. *Hotel XY* accepts absolutely no liability for failure-free data connections or the availability of a certain transmission rate. Please note that for technical reasons beyond the control of *Hotel XY*, access to the W-LAN network may sometimes be difficult or even temporarily impossible. The code must not be passed on to third parties. The code will expire after a certain period of time. However, in this case, a new code can then be requested. Please ask for more information about this at the reception.
- By issuing the code, *Hotel XY* accepts no obligations of any kind. Usage is subject to the technical possibilities. In particular, the user has no right to use the Internet Guest-LAN in any particular way or for any certain duration.
- *Hotel XY* accepts no liability for damages (with the exception of intentional behaviour and physical injury), in particular, with respect to the content of any websites or downloaded files. Furthermore, we also accept no liability for any viruses contracted by using the Internet Guest-LAN. **The user takes express note of the fact that the Internet Guest-LAN solely permits access to the internet but does not contain any virus protection or firewalls, and that all data is transmitted unencrypted.**

¹ If usage of the W-LAN network is charged separately, it should be specified how exactly this service is charged to the guest (e.g. per diem or according to the period of usage or the transmission rate, etc.). If the guest is charged according to the period of usage or transmission, time and/or data recording should be done in a way that is absolutely free of doubt.

- The calling up of any sites with unlawful content and the distribution of unlawful or legally protected content is not permitted.
- In particular, it is expressly forbidden for the user to use the Internet Guest-LAN to download or otherwise distribute copyrighted content.
- Any improper use of the Internet Guest-LAN, particularly any use which can result in adverse legal consequences for third parties or **Hotel XY**, is not permitted.
- If **Hotel XY** is exposed to any third party claims caused for any reason by the use of the Internet Guest-LAN by the user, the user is obligated to hold harmless and indemnify **Hotel XY**.
- Should these terms of usage be infringed upon or should there be suspicion of an infringement, then the use of the Internet Guest-LAN can be blocked at any time without any reasons being given. Liability for data loss is expressly excluded.

I agree with the aforementioned terms of use.

.....
Place and Date

.....
Signature

Note for queries:²

Mag. Matthias Koch/Mag. Claudia Weiss
Fachverband Hotellerie
Wiedner Hauptstr. 63 | B4 08 | 1045 Vienna
T: +43 (0) 590 900 3554 | F: +43 (0) 590 900 356 8
E: hotels@wko.at
W: <http://www.hotelverband.at>
W: <http://www.hotelsterne.at>

Vienna, 18 March 2009

² No responsibility is taken for the correctness of this information, although it was compiled with the utmost care. Liability of the author or the Professional Hotel Association is excluded.