

# Specification of Services of K-net Telekommunikation concerning Hotspot Operation

General conditions concerning hotspot operation for customers with the SSID "WESTPFALZ-Wireless" and "Eduroam" of K-net Telekommunikation GmbH in Kaiserslautern. Terms and conditions concerning telecommunication services (phone/internet) landline and hotspot operation are applied. For hotspot users, the terms and conditions WLAN\_WESTPFALZ\_WIRELESS apply.

## 1. Scope of services / preconditions for use

The K-net Telekommunikation GmbH (henceforth referred to as "K-net") provide the following services, within limits of available technical and operational possibilities.

Establishing one or several hotspots on the terrain und/or within the customer's building(s), to grant any third party ("users") wireless internet access via a WLAN. The distance between a hotspot and the user's end device may be up to 30 meters within building and between 50 meters and 70 meters outside, depending on the local topography and the building density of the service area. To ensure a comprehensive service, planning wireless areal applicability is mandatory. K-net will gladly compile a corresponding offer.

For internet up-link, customers will be provided with internet access and the necessary hardware (router / hotspots etc.) on a rental basis. The devices remain property of K-net. The internet band width for hotspot operation will be determined together with the customer.

Necessary network wiring to establish a connection between router and hotspot(s) will be provided by the customer on site. The router, together with the "internet server" of K-net, will be responsible for the users' authentication.

The hotspots will be used exclusively to promote the customer's own business or to enable employees to privately use the internet on their own mobile devices (smartphones, tablets etc.).

K-net is entitled to publish the customer's logo, adress, office hours, homepage link etc. on webpages of K-net (maps, tables etc.). K-net is entitled to display any content on the welcoming page (landing page).

K-net will release a current list of availale hotspot locations which offer access to Westpfalz-Wireless on a regular basis. Access may depend on office hours of particular contract partners / location partners, and, therefore, may be unavailable or offer limited availability at times.

## 2. Service

K-net may technically modify or disable particular hotspots without previous notice to conduct repairs or maintenance.

In case of technical problems please call the contact hotline of K-net (monday through friday, except on holidays, 8 AM until 5 PM) at 0800 515 28 83 76. An uninterrupted and permanently undisturbed provision of WLAN access can not be guaranteed, neither can a definite transmission bandwidth, since it relies on a variety of factors.

These are for example the technical uplink of hotspots, the number of users simultaneously connected to the WLAN, the number of active users at the particular hotspots, the available signal strength, the network load of the internet backbone, the transmission speed of the particular server and so forth.

There is no liability on behalf of K-net to provide the user with wireless internet access at the specific location.

K-net is responsible for the functionality of the hotspot(s) while the contract is in effect. This liability is nullified in case of destruction or loss of the allocated hardware, which can be attributed to deliberate or negligent behaviour. Necessary repair costs are paid by the customer, if a repair is not possible the customer has to recompensate for the retail price of the connection device.

For quality reasons, K-net is entitled to limit the number of simultaneous users on a router.

### **3. Use**

The following SSIDs (network names) are currently available for users within the service range:

WESTPFALZ-WIRELESS with a welcome page/landing page with regional content and internet links that can be accessed by the user without registration or time restriction.

EDUROAM, the students' network with a corresponding registration at a university's computer centre.

To use "WESTPFALZ-WIRELESS", a WLAN-enabled and operational end device with an appropriate web browser is necessary. The WLAN interface must be konfigured as a DHCP client. The necessary preconditions must be set by the user.

Authentication is conducted by entering a user name and a password in a registration window. These access data will be received by the user after successfully registering with K-net via the user's mobile end device with a German SIM-card (foreign SIM-card in preparation). By successfully registering, the user is granted a volume- or time-based access to the internet. Registering is only possible once with every mobile phone number. The access time span or the data volume selected by the user starts with the first login and ends automatically at the end of the given time span or the completed transmission of the data volume.

### **4. Data Security**

K-net provides data security within legal regulations. Data transfer between "WESTPFALZ-WIRELESS" and the internet is established unencrypted over the SSID (Service Set Identifier). Therefore, it can not be ruled out that third parties can access the transmitted data without consent. The user has to take own measures (SSL encryption / VPN software) to protect sensitive data or to refrain from transmitting said data altogether.

K-net does not take liability for damages concerning hard- and software of the user's end device, for data loss or other property damages, that can be traced back to using the hotspots.

The user accepts liability for the used end device and its software are free from viruses, trojans (trojan horses) and other malevolent software, that it is protected by a firewall, a virus scanner etc.

## **5. Customer Liabilities**

The customer is bound to cooperate in the installation process and in the attempt to provide service, especially to grant access to the uplink location, supply energy for the installation, operation and maintenance, and to provide a possibly necessary potential equalisation with corresponding earthing at the customer's own cost.

The integration of the access service into the customer's network is put into effect at the customer's own risk. K-net recommends the hotspots' uplink to the router via an individual, physically detached network.

The customer is bound to have maintenance and alterations concerning the connection only be executed by K-net. K-net costs resulting from a customer's note of a connection disturbance and the resulting analysis of technical devices have to be paid by the customer, if no malfunction of the technical devices of K-net has occurred and the customer could have pinpointed the error after a reasonable check for problems. In said cases, K-net is entitled to bill according to the price list. The customer may attempt to prove that no or little costs have been generated through the unjustified note of a connection disturbance. The technical devices handed out to the customer for the duration of the contract remain property of K-net. In case of ownership violation due to damages or loss, K-net is to be notified immediately. K-net is also to be notified in case of a change of location of said devices. To prevent overvoltage, technical equipment needs to be disconnected (both in terms of electrical, as well as data connection) in case of a thunderstorm. K-net recommends filing a householder's insurance policy that includes protection against overvoltage.

In case of overvoltage the given end device will be replaced by a new one. The damaged end device will remain with the customer. The customer will be billed the costs for changing the devices (driving costs, employee's wages and material costs).

Noticeable damages and deficiencies concerning the finalisation devices (router) are to be reported to K-net by the customer immediately. The customer has to take

all just and reasonable means to enable an ascertainment of deficiencies and damages and their cause. The customer is bound to completely return the hardware to K-net within ten working days after the end of the contract duration. The hardware has to be sent back to K-net in flawless state.