

# WLAN Guest Access / Private Hotspot

**WLAN-Wireless-Net (SSID): RB-4G**

**WLAN-Network-Key: \*\*\*\*\***

**Encryption type: WPA2 (CCMP)**

## Terms of Use:

### 1. Subject matter and scope of these Terms of Use

These Terms of Use govern your and our rights and obligations in connection with the use of our guest wireless access.

### 2. Our Services

- (1) We provide at our hotel area access to the Internet in the form of a wireless access ("Hotspot") to use free of charge.
- (2) The provision of Hotspots depends on our respective technical and operational capabilities. A claim to a functional hotspot or a specific local coverage of the hotspot does not exist.
- (3) We also do not guarantee that the hotspot and can be used without troubles or disruption. Also, we cannot guarantee transmission speeds.
- (4) We reserve the right to change the access to the hotspot in the case of necessary technical repair and maintenance without notice to restrict, or to stop.
- (5) There is no guarantee that certain services can be used via the hotspot. So port closures may be made in particular. Usually surfing the internet and sending and receiving emails is possible.

### **3. Access and use**

(1) We offer our guests Wi-Fi only for guests of our hotel. It is not a publicly available telecommunications service, but an internal Wi-Fi for guests of our hotel. Our provider tariff is based on volume, not a true flat rate. Therefore, please avoid large downloads and streaming TV and / or movies, in the interests of the other guests.

(2) is a prerequisite for use that you previously register for use of hotspots and / or accept the validity of these Terms of Use at the beginning of the use of hotspots. This can be done when you select the hotspots as wireless network in the terminal usually a then callable registration form or a welcome page, or in writing.

(3) There is no right to use the hotspot. We shall be free, at any time, restrict access to the hotspot without giving reasons or to stop.

(4) It is the most recent version of these Terms of Use, which will made available during the registration to the hotspot.

### **4. Access**

(1) Unless you specify as part of a registration, registration data (such as user name, password, e-mail, etc.), must be held in secret from you and not to make them accessible to unauthorized third parties.

(2) You should have received registration information, you have to make sure that access to and use of the hotspot occurs with your user data exclusively by you as a user. If there are facts justifying the assumption that unauthorized third parties have gained knowledge of your access data or will attain, you must inform us immediately.

(3) You will be liable for any use of the user and / or other activity that is running under your login information in accordance with statutory provisions.

### **5. Your responsibilities as a user**

(1) You are obliged to provide any information that is given in the context of use of the Service by you about yourself, truthfully.

(2) You are obliged to comply with the laws in force in the use of our hotspots.

(3) Other obligations arising from other provisions of these Terms of Use shall not be affected.

### **6. Prices**

The service is provided free of charge.

### **7. Availability of Services**

As our services are provided free of charge, you have no right to use the hotspot. However, we endeavor to uninterrupted possible usability of the hotspots.

## 8. Prohibited Activities

You are prohibited as a user any actions in the use of hotspots that violate the law, violate the rights of third parties or violate the principle of protection of minors. In particular, the following acts are prohibited:

- setting, distribution, supply and application of pornographic, offending against youth protection laws, against data privacy laws and / or against any other right and / or fraudulent content, services and / or products;
- be the publication or disclosure of contents, by the other participants or third parties offended or slandered;
- the use, deploy, and the dissemination of content, services and / or products that are protected by law or burdened with rights of third parties (eg copyrights), without this explicitly being authorized;
- the public disclosure of copyrighted works or other copyright illegal activities, particularly in the use of so-called "Internet file sharing" or file-sharing services.

Furthermore, independent of a possible violation of the law when hiring their own content on the website of the service provider as well as in communicating with other users (for example, by sending personal messages, by participating in discussion forums, etc.) prohibits the following activities:

- transmission over an average of large amounts of data and in particular the sustained transmission of such amounts of data;
- hosting of a web server or other server by using a hotspot of the service provider;
- changing the default DNS server in the network settings of the hotspots of the service provider
- the sending of junk or spam mails and chain letters;
- the spread of viruses, Trojans and other malicious files;
- dissemination lewd, obscene, sexually embossed, obscene or defamatory content or communications, and such content or communications that are suitable / is to promote or support racism, bigotry, hatred, physical violence or illegal acts (both explicitly or implicitly);
- the prompt other users or third into divulging passwords or personal data for commercial or unlawful purposes or regulations;

Also prohibited is any action that is likely to affect the smooth operation of our hotspots, in particular our systems to charge disproportionately high.

## 9. Blocking of entrances

We can lock temporarily or permanently the access of users to the hotspot at any time if there are concrete indications that a breach of these Terms and / or applicable law, have violated or if we have a legitimate interest in blocking.

## 10. Indemnification

(1) You are as user of all your actions that you make in connection with the use of the Internet on our Hotspot, self-responsible.

(2) You release us from all claims asserted by third parties against us because of a violation of the user against legal regulations, third party rights (especially personal rights, copyright and trademark rights) or to contractual obligations, representations or warranties claims, including costs the legal defense (attorney's fees and court costs in the statutory amount) on first demand.

(3) You are obliged in case of assertion of claims within the meaning of para. 10 paragraph 2 cooperate immediately and fully with the fact-finding and we provide the information necessary for that purpose available to suitably.

## **11. Privacy Policy**

(1) We shall ensure that your personal data is collected only be stored and processed, to the extent necessary for contractual performance and permitted by law, or ordered by the legislature.

(2) To the benefits of hotspots to provide for you, the use of personal data of your device is required. In this context, if necessary, the MAC addresses of terminals are temporarily stored. We will also save possibly log data ("Log files") the nature and extent of the use of services for 7 days.

## **12. Final Provisions**

(1) It applies the law of the Democratic Republic of Sri Lanka.

(2) Our business location is the exclusive jurisdiction for any disputes arising from the contractual relationship.

(3) If any provision of these Terms of Use are or become invalid, this shall not affect the validity of the remaining provisions.