

## **Supplemental agreement to the lease agreement for a furnished holiday apartment / furnished holiday home for private use regarding the use of WLAN**

The use of WLAN requires entering a code. The code is only provided to lessees who accept the agreement of use below and confirm acceptance by their signature:

- The lessee is responsible for ensuring that all co-lodgers and guests of the leased property comply with this agreement of use and will protect the lessor against any claims in case of default.
- The lessee confirms that the lessor's exclusion of liability contained in this statement is also accepted and signed on behalf of all co-lodgers and guests. Hereinafter, lessee, co-lodgers and guests are referred to as «user(s)».
- Usage is subject to payment and limited to the time of the presence in the holiday apartment/holiday home. The lessor **cannot guarantee that Internet access is actually available. The code must not be passed on to any third parties.** The code expires at the end of a certain time period. A new code may be requested. Information on this is available from the lessor.
- The lessor assumes no obligations by the provision of the code. Usage is based on the technical possibilities. In particular, the user has no right to claim the use of the WLAN for any specific purpose or any specific duration. The WLAN shall only be used for a generally accepted amount of time during holidays. Any commercial and/or excessive use may result in the blockage of the WLAN access by the lessor.
- **Any liability** for warranties and **claims for damages, etc.** are hereby expressly **excluded.** The lessor does not guarantee unlimited access to WLAN or Internet and is therefore not liable for the consequences of interruptions and breakdowns as well as the loss of data, etc. In particular, no liability shall be accepted for the content of websites viewed or any downloaded data. Furthermore, no liability shall be accepted for any malicious programmes (i.e. viruses, etc.) which may be downloaded through the use of the WLAN. **The user expressly takes note that the WLAN only allows access to the internet, but does not provide any virus protection or firewall.** The latter are the user's sole responsibility. The transmission of data is **not encrypted.** It is the **responsibility of the user to get adequate protection.**
- The user is **explicitly prohibited** from using WLAN to upload data, files, videos, etc. or otherwise disseminate in any way any unlawful, immoral, racist or copyright protected contents, to invoke criminal offenses or to manipulate software and hardware as well as devices and equipment of any kind. Sending out SPAM, etc. is prohibited. This provision applies accordingly to calling up websites and/or to downloading data, files, videos, etc.
- Any misuse of the WLAN connection is prohibited. In particular, any use which may result in adverse legal consequences for third parties or the lessor and any interferences with the WLAN equipment (software and hardware) are prohibited.
- The lessee is liable for damages caused by the use of WLAN. If the lessor should be exposed to third-party claims for any reason as a result of the user's use of WLAN, the lessee is obligated to indemnify and hold the lessor harmless without delay.
- In the event of a violation of these conditions of use or in the event of a suspected violation the use of WLAN may be blocked at any time without providing any reasons. **Any liability for the loss of data is explicitly excluded.**
- The lessor has the right to notify the responsible authorities of the lessee and/or the users (including their addresses) in the event of justified suspicion of a criminal offense. In addition, the lessor has the right to provide personal information, including the address of the lessee and/or the users upon request of the authorities.
- **This agreement of use of WLAN is part of the lease agreement and subject solely to Swiss law. The place of exclusive jurisdiction is agreed to be the place of the leased property.**

I accept this agreement of use.

Place/date ..... Signature .....