

1 Terms of Use Guest-WIFI

We provide access to the internet in our institute rooms in the form of WIFI access (hotspot) for free use.

The provision depends on our respective technical and operational possibilities. There is no entitlement to a functioning hotspot or a specific local coverage of the hotspot. There is no claim that certain services can be used via the hotspot. In particular, port blocking can be carried out. As a rule, surfing the internet and sending and receiving e-mails is made possible.

We offer our guest WIFI only for visitors to our institute. It is not a publicly accessible telecommunication service, but an internal WIFI for guests of the institute.

There is no entitlement to use the hotspot. We are free to restrict or discontinue access to the hotspot at any time without giving reasons.

The prerequisite for use is that you accept the validity of these terms of use beforehand at the beginning of the use of the hotspot. This is done by selecting the hotspot as a WIFI network in the end device via the portal page or, in the case of use via network cable, in writing in advance.

1.1 Your obligations as a user

You are obliged to provide truthful information about yourself, if any, when using the service. You are obliged to comply with the applicable laws when using our hotspot. Further obligations arising from other provisions of these terms of use remain unaffected.

1.2 Prohibited acts

As a user, you are prohibited from any actions when using the hotspot that violate applicable law, infringe the rights of third parties or violate the principles of the protection of minors. In particular, the following actions are prohibited:

- the posting, distribution, offering and advertising of pornographic content, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or are fraudulent;
- publishing or making available content that insults or defames other participants or third parties;
- the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorised to do so;
- making copyrighted works publicly available or other acts in breach of copyright, in particular when using so-called "Internet file-sharing networks" or file-sharing services.

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

- Transmission of above-average amounts of data and, in particular, the sustained transmission of such amounts of data;
- hosting a web server or other servers by using a hotspot of the service provider;
- the sending of junk or spam mails as well as chain letters;
- the spread of viruses, Trojans and other harmful files;
- the dissemination of lewd, offensive, sexually explicit, obscene or defamatory content or communication, or content or communication which is likely to promote or support racism, bigotry, hatred, physical violence or unlawful acts (in each case explicitly or implicitly);
- requesting other users or third parties to disclose passwords or personal data for commercial or illegal purposes.

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.

1.3 Access blocking

We may block your access to the hotspot temporarily or permanently 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 another justified interest in blocking you.

1.4 Indemnity

As a user, you are responsible for all your actions in connection with the use of the Internet via our hotspot.

You shall indemnify us against all claims asserted against us by third parties on account of a breach by/during use of statutory provisions, third party rights (in particular personal rights, copyrights and trademark rights) or contractual obligations, representations or warranties, including the costs of the necessary legal defence (lawyer's fees and court costs in the statutory amount) on first demand.

In the event that claims are asserted, you are obliged to cooperate immediately and completely in clarifying the facts and to make the information required for this purpose available to us in a suitable manner.

1.5 Data protection

We ensure that your personal data is only collected, stored and processed insofar as this is necessary for the provision of the guest WIFI or is required by law. In doing so, we are guided by the principles of ensuring data protection through technical design and through data protection-friendly default settings (Art. 25 (2) DSGVO).

If, where technically unavoidable, we have to collect your data for the purpose of implementing the usage contract and providing the free guest WIFI, the processing is carried out on the basis of Art. 6 Para. 1 lit. b) DSGVO. Furthermore, we reserve the right to use the data on the basis of our legitimate interest (Art. 6 para. 1 lit. f.) DSGVO) for the assertion, exercise or defence of legal claims.

In the event that declarations of consent under data protection law are obtained from you in the context of the use of our services, it is pointed out that you can revoke these at any time with effect for the future.

If we process your data on the basis of legitimate interest, you can also object to this processing at any time in accordance with Art. 21 DSGVO.

Furthermore, you are entitled to the rights in Art. 15-18, 20 DSGVO without prejudice. If you wish to exercise any of your rights, please contact us using the contact details below.

In order to provide the services of the hotspot for you, the processing of the MAC address of your end device is required as the only personal data. This data cannot be directly assigned to your person. When you log in, a temporary IP address is assigned to your MAC address. This data is stored as log data ("log files") for 30 days from the time of registration and then automatically deleted.

If you have any questions regarding data protection, you can contact our data protection officer at the following e-mail address: datenschutz@wupperinst.org

If you do not wish to provide us with the data, the usage contract cannot be concluded and the guest WIFI cannot be made available.