

# WiFi connections

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# **Deadline: October 13th 2023**

Company
Street, No.
Country, postcode, city

Contact person	
E-Mail	
Phone number	Stand No.

#### Contractor:

Project team Plaza Culinaria Freiburg Wirtschaft Touristik und Messe GmbH & Co. KG Messe Freiburg, Neuer Messplatz 1, 79108 Freiburg im Breisgau

Tel. +49 761 3881-3300 | info@plaza-culinaria.de

Free Wi-Fi access	
	€ each
Free Wi-Fi access (for 30 minutes per day and device)	0,00

Messe Freiburg offers free Wi-Fi with a maximum speed of 1 Mbit/s for a period of 30 minutes per day and device. Wi-Fi access is available for 30 minutes after registration.

Wi-Fi can be booked for either 3 or 24 hours (starting from the time of registration), with a maximum speed of 5 Mbit/s. All users are connected to the same network, so the speed may vary depending on how many users are connected simultaneously.

Exclusive exhibitor Wi-Fi			
	€ each	Quantity	Total
Wi Fi access code for 1 end device	99,00		
Wi Fi access code for 4 end device	199,00		
Wi Fi access code for 10 end device	299,00		
Wi Fi access code for 25 end device	399,00		
Wi Fi access code for 50 end device	599,00		

From the next-to-last day of setup until the last day of the event, the exhibitor Wi-Fi uses a separate network whose total bandwidth is shared with the other exhibitors only. This separate network's speed will remain unaffected by the visitor and guest Wi-Fi. We recommend that exhibitors order a cabled local area network (LAN) if their exhibits rely on an unlimited, secure internet connection or should be provided with a guaranteed bandwidth (see form 9, Internet access via LAN).

All prices are subject to VAT. Order according to the general terms and conditions mentioned overleaf. The billing period (per day) starts with the first log in into the WLAN net. The access data will be handed out to you at the information desk. Please note our special terms and conditions on the following pages!

Date and Place

Stamp and Signature



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## General terms and conditions M3 Connect GmbH

## 1. Scope

These general terms and conditions govern services against payment provided by M3 Connect GmbH, namely the supply and operation of broadband Internet access via the user's wireless LAN (WLAN) technology. These General Terms and Conditions and all revisions thereto are accessible at all times on the portal pages at each M3 hotspot. M3 Connect GmbH reserves the right to modify these General Terms and Conditions. This shall apply in particular to revisions on account of regulatory provisions and take immediate effect, the modification of Internet related framework conditions, and changes to M3 Connect GmbH's business procedures and / or business areas.

## 2. Technical specifications

The user will receive broadband internet access via the m3connect infrastructure according to the selected package. To use the m3connect infrastructure you need:

- $\mbox{-}$  a network compatible end device for connecting with the  $\mbox{m3connect}$  network
- a web browser that accepts cookies
- please note that any connection via a proxy server is prohibited
- automatic rerouting must be permitted.

The speed of data transfer will depend on the distance from the access point and the type of antenna used by the customer. To receive a username and password, users need to order access or buy a prepaid card. Username and password must be entered into the input fields in the browser window. Contract duration, validity and volume limit depend on the package selected by the customer. Should legal or regulatory provisions change, m3connect is authorised to change or stop its services. m3connect is authorized to have a third party temporarily or permanently render services or partial services.

# 3. Payment

Payment is made when the customer places the order. Prices do not include applicable value added tax.

# 4. Locations / hotspots

Internet access is available at all M3 Connect hotspots (see http://www.m3 hotspots.de). M3 Connect reserves the right to restrict use at certain hotspots.

## 5. Hotline

The WLAN hotline is available around the clock on 0800-435 75 26 (free of charge when calling from a German landline or mobile phone) Or +49 (0)241 705 396 05 (at the landline rate). and can answer any questions related to hotspots and the wireless LAN service. Customers must direct technical questions concerning the configuration and setting up of end devices to the respective notebook manufacturer or, in the case of company equipment, to the IT department of the company in question.

## 6. Contract duration / use

Paid services commence at the ordered start time or when access to the M3 Connect infrastructure is granted. The rate selected deDeadlinees the contract duration. The user implicitly accepts the General Terms and Conditions by ordering the service. Both contracting parties may Deadlineate the contract in extraordinary circumstances in the event of gross non fulfilment by the other contracting party of its current contractual obligations as set out in this agreement.

# 7. User's responsibilities

The user shall notify M3 Connect GmbH of any disturbances in wireless Internet access via M3 Connect GmbH's network. User names and passwords are non transferable. The user must not disclose his or her user names and passwords and must ensure that they are not accessible to third parties. The user is obliged to inform M3 Connect GmbH immediately in cases of suspicion of improper use and / or if access information has become known to a third party. The user undertakes not to use M3 Connect GmbH services in violation of applicable laws or for immoral purposes and to observe the rights of third parties. In particular, this includes the following: undertaking not to save or permit the saving of any disturbing or slanderous material, material that infringes on the privacy of others, material of an improper, threatening, illegal or otherwise unlawful nature, and material whose use is contrary to public policy and undertaking not to make reference to such materials; undertaking not to make available or make reference to any material that could damage M3 Connect's reputation; undertaking not to supply, convey, or request the transfer of viruses, Trojan horses, junk mails, spam, chain letters or non solicited mass e mail communications; undertaking not to use or execute any mechanisms or applications that could lead to or cause changes in the physical or logical structure of M3 Connect servers or the M3 Connect network or other networks; undertaking to use the network provided by M3 Connect exclusively for Internet access and not to establish any connection to devices other than those devices within the M3 Connect network. In cases of the violation of the aforementioned obligations, M3 Connect GmbH shall be entitled to block Internet access with immediate and total effect. The user must compensate M3 Connect GmbH for any damages resulting from such infringements and, in addition, must absolve M3 Connect GmbH of any disadvantages arising from the user's damaging conduct.

## 8. Liability

M3 Connect shall not be liable for damages caused to the user by inappropriate WLAN use. M3 Connect and its partners and suppliers assume no liability for damages, claims, or incurred costs of any kind or for any consequential damages, secondary, coincidental, indirect criminal damages, exceptional or other damages, or for requests or claims for compensation for lost profits and/or losses. In all other respects M3 Connect's liability for any damages irrespective of legal basis including impermissible acts is excluded. M3 Connect has no control over the transfer of data over the Internet. M3 Connect is not liable for guaranteeing that third party information transmitted via its M3 Connect infrastructure is available, current, or lawful.

Furthermore, M3 Connect accepts no liability for guaranteeing that transmitted/sent data is not subject to property rights held by third parties or that the sending party transmits data and/or other information correctly or in accordance with the law unless M3 Connect acts with gross negligence or intent by refraining to issue a feasible and necessary warning or carrying out a check despite the existence of tangible evidence of infringement. Inasmuch as M3 Connect GmbH allows access to the databases or services of third parties, M3 Connect GmbH is not responsible for the availability, content, or safety of these databases or services, the accuracy of their content, or their completeness and topicality, or for ensuring that they are not subject to the property rights of third parties with regard to the data, information, and programs downloaded by the user. M3 Connect GmbH hereby informs users that information accessed via M3 Connect GmbH's infrastructure could be copyright protected. Users may therefore be liable to pay damages to the copyright holder and may be held criminally liable for the copying, editing and distribution of content. It is incumbent upon the user to be completely aware of the property rights of third parties and to



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respect such rights. M3 Connect GmbH is not liable for the illegal content of third party providers.

## 9. Security

WLAN operation is not encrypted. We expressly point out that access by third parties (computer hackers) may not be ruled out. We suggest that users undertake their own secure encryption measures. If the correct network name (SSID) has not been configured, the WLAN card can be addressed by another signal.

Users may possibly find they have gained unauthorised access to another network. It is expressly pointed out that M3 Connect will not accept liability for legal consequences resulting from such access.

## 10. Data protection

M3 Connect GmbH only collects, processes, and manages users' personal information provided during registration for authorisation purposes, to provide M3 Connect GmbH services, and to compile statistics.

Personal information is not shared with third parties. By using the service, the user expressly accepts these data protection provisions. Disclosure to federal bodies and authorities only occurs within the context of mandatory legislation. M3 Connect GmbH complies with data protection regulations and vouches that all individuals who are entrusted with the fulfilment of this contract shall likewise observe these regulations. M3 Connect GmbH requires that its employees adhere to legal data protection and contractual confidentiality regulations.

## 11. Miscellaneous provisions

The laws of the Federal Republic of Germany shall govern this contract. The court of jurisdiction shall be Aachen, Germany. In the event that a provision of the General Terms and Conditions is or becomes ineffective, the validity of the remaining terms and conditions shall remain unaffected. The ineffective provision shall be replaced by a provision that most closely resembles the legally effective business purpose and meaning of the relevant ineffective provision.





