General Terms and Conditions (T&Cs) of Hotspot Operation for Hotspot Operators

Preamble

These T&Cs apply to hotspot operators that have not concluded a service contract. If a service contract has been concluded for operation of a hotspot with at least one internet connection provided by HOTSPLOTS, then the T&Cs for the service contract shall apply.

1 Subject of contract - provision of AAA system and VPN infrastructure

1.1 These General Terms and Conditions govern the details regarding the provision of **access to the authentication, authorisation, and accounting system** (AAA system) of hotsplots GmbH (hereafter: HOTSPLOTS) and of **access to HOTSPLOTS' VPN infrastructure**. The AAA system monitors and manages the data traffic and the use of a hotspot optionally connected to the HOTPLOTS VPN infrastructure on the server side.

1.2 The contractual counterparty of HOTSPLOTS is the customer (hereafter: hotspot operator). The hotspot operator intends to offer at least one secure internet connection (hereafter: hotspot) at their location. This location may be a vehicle, in particular a bus or a train. A hotspot router is connected to the internet for this purpose. HOTSPLOTS recommends activating VPN routing, thereby allowing data traffic to be routed via the HOTSPLOTS VPN infrastructure. The hotspot operator may provide third parties (hereafter: users) with access to the hotspots free of charge or for a fee.

1.3 Users may obtain authorisation to use the hotspots from HOTSPLOTS or the hotspot operator.

1.4 Every hotspot operator can use their customer login access data to use the hotspot. In this case, they shall also be subject to the *General Terms and Conditions of Hotspot Use for Registered Users*. They can thus use their own hotspots free of charge and third-party hotspots on the terms and conditions selected by the respective hotspot operator for users registered with HOTSPLOTS. If required, this function can be deactivated by HOTSPLOTS in the customer account settings.

2 Services provided by HOTSPLOTS

2.1 HOTSPLOTS will provide the hotspot operator with a server-based VPN infrastructure for operation of a secure internet connection and an AAA system for monitoring and managing data traffic and usage. The hotspot operator can only use the AAA system and the VPN infrastructure if they deploy the firmware/software provided by HOTSPLOTS and compatible hardware.

2.2 Compatible hardware can be purchased from HOTSPLOTS or a HOTSPLOTS partner. Alternatively, HOTSPLOTS provides custom firmware for existing hardware.

2.3 All data traffic from the hotspot operator's router can be routed via HOTSPLOTS servers using VPN routing and the IP address of the hotspot operator's connection can be replaced by a HOTSPLOTS IP address.

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2.4 Transmission speeds during use may vary depending on factors such as the internet connection at the hotspot operator's location, the transmission speed of the server of the respective content provider, and the number of users at a hotspot.

2.5 HOTSPLOTS will display hotspots with details of the location owner, the location, and online charges on HOTSPLOTS' publicly accessible web pages in the form of a map with searchable content. If the hotspot operator does not wish this, they can notify HOTSPLOTS at any time, and display of information concerning their hotspots will be disabled.
HOTSPLOTS automatically hides hotspots classified as mobile vehicle hotspots (e.g. in buses or trains) in the map view. In addition, HOTSPLOTS has the right to hide inactive hotspots.

2.6 HOTSPLOTS has the right, but is under no obligation, to perform remote maintenance on the hotspot router or the HOTSPLOTS appliance, any rental equipment provided by HOTSPLOTS, and any access points and repeaters provided by the hotspot operator.

2.7 The actual scope of performance owed by HOTSPLOTS is governed by the specification of services and the related agreements between the parties to the contract.

3 Marketing

3.1 The hotspot operator grants HOTSPLOTS the right to provide site-specific hotspot data to external partners for the purpose of marketing campaign acquisition, and the right to integrate campaign-related elements in the landing page, login page, and during redirection following successful login. The hotspot operator may object to this usage in the customer area.

4 Formation of contract

4.1 The contract is formed at the latest, subject to explicit conclusion, with the provision of the service by HOTSPLOTS. HOTSPLOTS has the right to reject contract offers without stating reasons.

4.2 Only persons of legal age or legal entities will be accepted as hotspot operators.

5 Obligations of HOTSPLOTS

5.1 HOTSPLOTS is obliged to provide full working access to the VPN infrastructure and the AAA system from the time of conclusion of contract.

5.2 HOTSPLOTS guarantees an average annual availability of 99.5% for the AAA system and the VPN infrastructure. This excludes downtimes caused by a malfunction in the internet connection at the hotspot operator's location. It further excludes times at which the hotspot is not available due to technical or other issues beyond the control of HOTSPLOTS (e.g. force majeure, third party negligence). HOTSPLOTS may restrict or suspend access to its VPN infrastructure, in whole or in part, if the security of network operation, the maintenance of network integrity, and in particular the prevention of serious disruptions to the network, the software, or saved data require this.

5.3 HOTSPLOTS provides custom firmware for a range of routers, access points, and repeaters. Should HOTSPLOTS develop updates, they will be provided free of charge. The hotspot operator is not, however, entitled to regular updates.

5.4 The hotspot operator is given access to the customer area on the HOTSPLOTS website, where they may make use of a customer account. The functions available in the customer area are subject to change when the customer area is modified or upgraded. The hotspot operator is not automatically entitled to use specific functions or claim a specific availability of the customer area.

5.5 As applicable, there may be further legal obligations in addition to the obligations of the hotspot operator set out in these T&Cs. HOTSPLOTS is not obliged to direct the hotspot operator to its specific legal obligations, even if individual references to legal obligations are contained in these T&Cs, on the website, or in emails.

6 Obligations of the hotspot operator

6.1 The hotspot operator must use only compatible hardware.

6.2 Location tickets may only be issued to end users on the conditions specified at the time of issue. The commission and accounting rules set out in section 8 take precedence.

6.3 The hotspot operator may not manipulate the AAA system and the HOTSPLOTS accounting solution it contains. In particular, any changes to the usage data for the calculation of charges and commissions are prohibited.

6.4 The hotspot operator confirms that any personal information and information on other matters relevant to the contract provided in connection with the contract offer or the conclusion of contract are complete and truthful.

6.5 The hotspot operator is obliged promptly to notify HOTSPLOTS of any changes to their customer data communicated to HOTSPLOTS (e.g. name, address, email address, location of hotspots, number of connected access points).

6.6 The hotspot operator is obliged to ensure that they can receive emails at the email address communicated to HOTSPLOTS. For this purpose, they should regularly check whether there is sufficient space available in their email inbox.

6.7 The hotspot operator is obliged to comply with telecommunications secrecy. They are forbidden from obtaining knowledge of the content or specific circumstances of the telecommunications for themselves or others beyond the extent necessary for the commercial provision of the telecommunications services, including the protection of their technical systems. Under no circumstances may the hotspot operator obtain knowledge of the content of transmitted data.

6.8 If the hotspot operator makes or arranges changes to the login page of a hotspot, they are obliged not to infringe any third-party property rights (e.g. copyrights, trademark rights, patent rights, database rights) and not to disseminate any content that is defamatory, offensive, immoral, inflammatory, or otherwise illegal. In the event of an infringement of the provisions above, HOTSPLOTS is entitled to remove data that infringes the provisions above or take other action to prevent infringements of the law.

6.9 If changes are made to the login page, the hotspot operator must ensure that the inclusion of the HOTSPLOTS user conditions in any contractual relationships that arise is not in any way restricted. The hotspot operator is not liable for users' data traffic, even in the event of changes to the login page.

6.10 The hotspot operator is obliged to use the HOTSPLOTS VPN infrastructure and the services provided by HOTSPLOTS with the aid of the VPN infrastructure only in accordance with relevant laws and generally accepted internet standards.

6.11 The access data for the HOTSPLOTS account, including the password, must be kept secret and not made accessible to unauthorised third parties. It is the responsibility of the hotspot operator to ensure that their HOTSPLOTS account and the functions available within the account is accessed exclusively by themselves. If the hotspot operator loses their password or if they discover or suspect that their access data are being used by a third party, they must promptly notify HOTSPLOTS of this and – if possible – change their password; if this is not possible, they must promptly notify HOTSPLOTS of this.

7 Liability of HOTSPLOTS

7.1 If the hotspot operator decides to use their own hardware with custom firmware from HOTSPLOTS, HOTSPLOTS will not accept any liability for its proper and smooth operation. HOTSPLOTS recommends the purchase of preconfigured routers, repeaters, and access points directly from HOTSPLOTS or a qualified HOTSPLOTS installation partner.

7.2 In the event of a merely negligent breach of contractual obligations by HOTSPLOTS, liability will be limited to foreseeable damages typical for this type of contract, up to a maximum of EUR 10,000,000 for property damage and EUR 500,000 for financial loss.

7.3 The hotspot operator is responsible for the regular backup of their data themselves. In the event of damage to users caused by the loss of data, HOTSPLOTS shall only be liable, even for an event giving rise to liability, if the damage could not have been prevented by the hotspot operator performing a regular backup of all relevant data. HOTSPLOTS shall be liable without restriction for damage resulting from injury to life, limb, or health based on an intentional or at minimum negligent breach of duty by HOTSPLOTS or its representatives or agents.

7.4 HOTSPLOTS' liability under EU product liability laws remains unaffected.

8 Accounting rules, commission

8.1 Operation of a hotspot is subject to the HOTSPLOTS Biz price list. The hotspot operator's commission is governed by the tariff they select. Unless otherwise stated, all prices are net prices exclusive of statutory VAT.

8.2 The hotspot operator must select a tariff offered by HOTSPLOTS for each hotspot. The hotspot operator is responsible for selecting a tariff. The hotspot operator may not offer any tariffs that differ from those offered by HOTSPLOTS. This also applies to location tickets.

8.3 HOTSPLOTS is entitled to make changes to its tariff structure. Should this result in a change to a tariff selected by the hotspot operator, this shall not affect the hotspot operator's commission. In the event of a price increase, the hotspot operator is entitled to a special right of termination.

8.4 Commissions are paid out to a current account by means of bank transfer. The minimum payout amount for SEPA payments is EUR 10.00, excluding statutory VAT. Commission levels are dependent on the selected tariff and sales volumes. Payments are made at the request of the hotspot operator.

8.5 The hotspot operator is entitled to activate hotspots for themselves and/or for specific users free of charge. HOTSPLOTS will not pay any commission to the hotspot operator for free use activated in this way.
Should such free use predominate, HOTSPLOTS has the right to limit the functionality of the hotspot or block use of the VPN infrastructure and the AAA system.

8.6 The hotspot operator is entitled to provide users with access to specific services, i.e. access to specific websites, without authorisation. In such cases, HOTSPLOTS does not generate any revenue from the data transfer and will therefore not pay out any commission.

8.7 The hotspot operator only has a right of setoff against HOTSPLOTS if the counterclaim has been legally established or accepted by HOTSPLOTS.

8.8 If the FlexiFlat or LocationFlat option is used, the hotspot operator is entitled to commission until the cap has been reached. If a user uses the FlexiFlat option at several different hotspots, this commission will be apportioned to the hotspot operators involved on the basis of the revenue shares that would have been generated if the FlexiFlat option had not been used.

8.9 Accounting statements are posted for retrieval in the customer area on the first day of each month. The hotspot operator must raise any objections to the commission amount in writing within eight weeks of the information being made available.

8.10 HOTSPLOTS is not obliged to pay out commissions that have arisen due to unauthorised use of a hotspot by third parties, e.g. with reversed deposits made by credit card, PayPal, or direct debit. The hotspot operator reserves the right to prove otherwise.

8.11 The hotspot operator is prohibited from applying any surcharges to the issued location tickets without authorization, in particular by means of handwritten additions to the tickets or other agreements with the user. Any loss of profit or other damage caused to HOTSPLOTS by the use of such practices shall be reimbursed by the hotspot operator. In this case, HOTSPLOTS is entitled to terminate the contract for good cause with immediate effect.

8.12 The hotspot operator shall reimburse HOTSPLOTS for costs incurred if direct debits are returned for reasons for which the hotspot operator is responsible.

8.13 HOTSPLOTS is entitled to demand payment by bank transfer instead of the direct debit scheme agreed with the hotspot operator if the customer is responsible for returned direct debits and the resulting costs have not yet been reimbursed.

8.14 The hotspot operator accepts that accounting statements are primarily available as online invoices in the customer area. If the hotspot operator requests that accounting statements be sent by post, HOTSPLOTS is entitled to charge an administration fee of EUR 1.50 plus statutory VAT for this purpose.

9 Third-party property rights and warranty

9.1 HOTSPLOTS warrants that the software used for operation of the hotspot does not infringe the rights of third parties.

10 Data protection and security

10.1 The parties shall comply with the relevant data protection regulations.

10.2 Traffic data are collected, processed, and stored by HOTSPLOTS in accordance with the statutory provisions for accounting purposes and to prevent misuse and rectify faults. HOTSPLOTS further reserves the right to evaluate traffic data for statistical purposes to the extent permitted by law.

10.3 The parties must secure the network devices within their domain by means of adequate technical and organisational measures as required by data protection law. In particular, the parties must protect the IT systems subject to their access privileges against unauthorised access, storage, changes to the personal data of users, and other unauthorised access or attacks by employees of the hotspot operator, by users, or by third parties.

11 Amendments

11.1 HOTSPLOTS is entitled to offer the hotspot operator an amendment to these General Terms and Conditions in text form no later than two months prior to the proposed date of their entry into force. Notifications of amendments are sent to registered hotspot operators by email and published on the homepage (http://hotsplots.de). The hotspot operator has the right to agree to or object to such amendments. The hotspot operator's agreement shall be deemed to have been given if they do not object to the changed General Terms and Conditions within two months of receiving the notification of amendments. In the notification of amendments, HOTSPLOTS will expressly notify the hotspot operator

that the amendments are considered accepted if the hotspot operator does not object within two months.

12 Contract term/right of termination

12.1 The contractual relationship is concluded for an indefinite period.

12.2 For both parties, the contract can be regularly terminated at the end of a month. If no other contracts exist, the hotspot operator can terminate their customer account online in the customer area.

12.3 The right to extraordinary termination for good cause remains unaffected.

12.4 The hotspot operator may disable hotspots at any time. The terms of contracts that govern these hotspots remain unaffected by this. Hotspot operators are asked only to disable hotspots with Location-Flat or FlexiFlat at the end of a calendar month and announce their intention to do so on the login page for the hotspot.

13 Final provisions

13.1 The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.2 In the case of consumers who do not conclude the contract for professional or commercial purposes, the above choice of law only applies insofar as the protection granted by the mandatory provisions of the law of the country in which the consumer has their habitual residence is not revoked.

13.3 If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for disputes arising from this contract shall be Berlin. The same applies if the customer is an entrepreneur and does not have a general place of jurisdiction in Germany or his or her domicile or habitual place of residence is not known at the time proceedings are initiated. HOTSPLOTS' right to appeal to a court in another legal place of jurisdiction remains unaffected by this.

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