General Terms and Conditions (T&Cs) of Hotspot Use for Registered Users

Subject matter

The General Terms and Conditions apply specifically to registered users; the [Terms of Use](1) also apply to all users.

Hotsplots GmbH (hereafter: HOTSPLOTS) provides the user with free personal access to the customer area on the website http://www.hotsplots.de (hereafter: HOTSPLOTS account), which can be used to purchase prepaid credit. The functions of the HOTSPLOTS account are subject to change following modifications or upgrades. The user is therefore not automatically entitled to use specific functions or claim a specific availability of their HOTSPLOTS account.

1   Registration

1.1   The user is obliged to ensure that the data they provide during registration are truthful and complete. If the data collected change following registration, the user is obliged promptly to update the data in the password-protected user area or – if this is not possible – promptly to notify HOTSPLOTS of the changes.

1.2   During registration, the user must select a username and password. The user can then use their selected username and password to log in to their HOTSPLOTS account.

2   Topping up and redeeming prepaid credit

2.1   Prior to first use of a fee-based hotspot with prepaid credit, the customer must pay prepaid credit into their HOTSPLOTS account using the payment methods provided by HOTSPLOTS.

2.2   The contract for topping up prepaid credit is formed by the submission of an offer by the user and the acceptance of this offer by HOTSPLOTS. The user submits a binding offer to purchase prepaid credit by completing the order process in their HOTSPLOTS account, providing the requested data and clicking on the "top-up" button. HOTSPLOTS accepts the offer by crediting the prepaid credit to the user's HOTSPLOTS account.

2.3   Prepaid credit credited to the HOTSPLOTS account can only be redeemed by the user for access to fee-based hotspots.

2.4   Prepaid credit does not expire.

2.5   All stated prices are inclusive of the applicable statutory VAT.

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1   https://www.hotsplots.de/en/nutzungsbedingungen.html

3 Billing, terms of payment

3.1 The purchase price is to be paid immediately upon completion of the order process. The user can pay the purchase price by credit card or instant bank transfer ("Sofortüberweisung"), transfer the amount to our specified account, or use one of the other payments offered during the order process.

3.2 The user accepts that invoices are primarily available as online invoices in the personal customer area. If the user requests that invoices be sent by post, HOTSPLOTS is entitled to charge an administration fee of EUR 1.79 for this purpose. The user's right to demand proof of the payment claim remains unaffected.

3.3 The user shall be responsible for any bank charges caused by the user. Transfer fees for payments from abroad will be deducted from the prepaid credit. The user shall reimburse HOTSPLOTS for costs incurred if direct debits are returned for reasons for which the user is responsible.

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

3.5 Objections to invoices may only be raised within the storage period for traffic data relevant to invoicing. These data are erased after three months, provided no objections have been raised. After this time, HOTSPLOTS is not obliged to keep these records.

4 Obligations of the user

4.1 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 user to ensure that access to their HOTSPLOTS account, the use of the prepaid credit credited to it, and the functions available within the account is made exclusively by themselves. If the user loses their password or if they discover or suspect that their credentials 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.

4.2 The user is liable for any use and/or other activity carried out with their access data in accordance with statutory provisions.

4.3 The user 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.

5 Right of cancellation

5.1 If the user orders services as a consumer (e.g. purchase of prepaid credit), they have a legal right to cancel the contract in accordance with the following withdrawal policy. Please also note the "important notes" at the end of the cancellation policy.

Cancellation policy

Right of cancellation

You have the right to cancel this contract without stating any reasons within fourteen days.

The cancellation period is fourteen days from the date of conclusion of contract.

To exercise your right to cancel, you must inform us,

> hotsplots GmbH
> Rotherstraße 22
> 10425 Berlin
>
> Email: info@hotsplots.de
>
> Tel.: +49 (0)30 - 29 77 348-0
> Fax.: +49 (0)30 - 29 77 348-99,

of your intent to do so by appropriate means (e.g. postal letter, fax, or email). You may use the appended sample cancellation form[2], but you do not have to.

To comply with the period of cancellation, all you need to do is send notification that you are exercising your right to cancel prior to the end of the period of cancellation.

Consequences of cancellation

If you cancel this contract, we will repay all monies we have received from you, including delivery costs (with the exception of additional costs which may arise if you select a different type of delivery to the cheapest standard delivery we offer), promptly and within fourteen days from the date on which we receive notification of your intent to cancel this contract. For the purposes of reimbursement, we will use the form of payment you used for the original transaction, unless we have explicitly agreed otherwise with you; in no case will you be charged anything for this repayment.

If you have requested that services begin during the cancellation period, you must pay us a reasonable amount equal to the services provided relative to the full scope of services provided for in the contract up to the time you notify us that you are exercising your right to cancel this contract.

Important notes

Your right of cancellation expires before the end of the cancellation period if we have provided the service owed in full, did not begin to provide the service before receiving your express consent for us to do so, and at the same time have confirmed your acceptance that your right to cancel is lost if we have fulfilled the contract in full.

6 Contract term/right of termination/changes to these T&Cs

6.1 The contractual relationship regarding the HOTSPLOTS account is concluded for an indefinite period.

6.2 The user can terminate their contractual relationship regarding the HOTSPLOTS account at any time, for example in their HOTSPLOTS account, by going to the "Customer information" menu item. Any prepaid credit expires on the effective date of the termination.

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2   https://www.hotsplots.de/fileadmin/Daten/Downloads/AGB/Cancellation_Sample.pdf

6.3   HOTSPLOTS may terminate the contractual relationship regarding the user's HOTSPLOTS account by giving fourteen days' notice. In this case, any prepaid credit will be reimbursed to the user. HOTSPLOTS will refrain from giving notice of termination at an inopportune time if HOTSPLOTS is aware that the user is dependent on the service at the time of termination.

6.4   The right of both parties to termination for good cause remains unaffected.

6.5   HOTSPLOTS is entitled to offer the user an amendment to these General Terms and Conditions in textual form no later than two months prior to the proposed date of their entry into force. Notifications of amendments are sent to registered users by email and published on the homepage (http://hotsplots.de). The user has the right to agree to or object to such amendments. The user'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 user that the amendments are considered accepted if the user does not object within two months. In the event of an objection, the contractual relationship will continue under the prior terms and conditions. In this case, however, HOTSPLOTS reserves the right to terminate the contractual relationship at the earliest possible date in accordance with section 6.3. HOTSPLOTS will inform the user of their right to object, and the consequences of objecting, in the notification of amendments.

7   Liability of HOTSPLOTS

7.1   In providing telecommunications services, HOTSPLOTS' liability for financial losses not caused intentionally is limited to a maximum of EUR 12,500 per user. If liability for damages arises from a uniform act or a uniform incident affecting several users and this liability is not based on intent, liability for damages, notwithstanding the limitation in sentence 1, is limited in total to a maximum of EUR 10,000,000. If the compensation to be paid to several injured parties on the basis of the same event exceeds this maximum limit, compensation will be reduced in proportion to the ratio between the total claims for compensation and the maximum limit. This limitation of liability does not apply to claims for compensation arising from a delay in payment of compensation.

7.2   Outside the scope of section 7.1, HOTSPLOTS is liable for user damages in accordance with statutory provisions, insofar as the damage was caused intentionally or grossly negligently, is the consequence of the absence of a guaranteed quality of service, is based on a culpable breach of important contractual obligations (see section 7.4), is the consequence of culpable injury to life, limb, or health, or which liability is provided for under the Product Liability Act. In the event of a merely negligent breach of important contractual obligations (see section 7.4), however, HOTSPLOTS' liability is limited to damages whose occurrence must be considered typical and predictable in the context of providing the agreed services.

7.3   This limitation does not apply if damages are the result of injury to life, limb, or health.

7.4   Important contractual obligations are those whose fulfilment is essential for proper performance of contract and on which the contractual counterparties can normally expect to be able to rely, and whose infringement by one party jeopardises achievement of the purpose of the contract.

7.5   Otherwise, HOTSPLOTS' liability, irrespective of legal reason, is excluded.

7.6 The user is responsible for the regular backup of their data. 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 user performing a regular backup of all relevant data.

8 Final provisions

8.1 The law of the Federal Republic of Germany applies. If the user has concluded the contract as a consumer, the mandatory consumer protection provisions that apply in the country in which the user has their habitual residence also apply, provided these provide the user with additional protections.

8.2 If the user 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 user is an entrepreneur and does not have a general place of jurisdiction in Germany or their 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.

Version 2.1/updated: February 2024