

## **Annex 2: Limitation and liability of Internet use**

By concluding the membership contract, the member or his guests are permitted to use the Internet access to a reasonable extent under the following conditions for the duration of the contract in accordance with § 1 of the membership contract.

### **§ 1 Access data**

The access data, such as network name, WIFI password, etc., provided to the member exclusively at his or her request, are intended only for the member's personal use and must be kept secret by the member.

The member is not entitled to allow third parties to use the Internet without FTC's consent.

### **§ 2 Data protection provisions**

Annex 2 applies to the use of internet access.

### **§ 3 Performance, availability**

FTC points out that the provision of Internet access is only offered within the framework of the existing technical and operational possibilities and that disruptions, e.g., due to force majeure, maintenance measures or similar cannot be ruled out. The Member has no claim to the actual availability, suitability or reliability of the Internet access for any purpose.

### **§ 4 Unlawful use**

1) The member is prohibited from using the Internet connection to obtain services for which a charge is made and which give rise to claims against FTC; in particular, the member is hereby notified that any use that violates provisions of data protection law, personal rights law, copyright law, trademark law or criminal law is prohibited, in particular the penetration or attempted penetration of third-party datanetworks (so-called "hacking"), the violation of copyrights and other rights of third parties through the use of illegal Internet file-sharing networks or peer-to-peer networks on which copyrighted works are illegally distributed ("illegal file-sharing"). The infringement of copyrights and other rights of third parties through the use of illegal Internet file-sharing networks or peer- to-peer networks on which copyrighted works are illegally distributed ("illegal file-sharing"), the transmission or posting of content which is insulting, defamatory, harassing, racist, sexist, anti-constitutional or otherwise unlawful, the distribution and/or making available to the public of harmful and/or illegal content, the sending of unsolicited mass e-mails (so-called "spamming") and/or viruses, as well as visiting websites with content relevant to criminal law (e.g. content inciting hatred or child pornography, or content inciting criminal offences or glorifying violence or trivialising it and/or which are likely to seriously endanger the morals of children or young people).

2) The member has the duty to inform FTC immediately if he/she becomes aware that a violation of the law pursuant to § 4 para. 1 has occurred or is imminent.

### **§ 5 Limitation of liability**

The Member shall be solely and exclusively responsible for its own and/or third-party content made available on the Internet in relation to FTC. FTC shall not be liable for any damages caused by the use of the Internet, except for damages caused by FTC's willful misconduct or gross negligence and damages resulting from violation of life, body, health or of essential contractual duties through a breach of duty for which FTC is responsible. However, in the event of a breach of material contractual obligations, liability shall be limited to foreseeable and typical damages. Material contractual obligations are obligations the fulfilment of which is essential to the proper performance of the contract and on their compliance the other party regularly relies on and may rely on.

In particular, no liability is assumed for the contents of accessed Internet pages and/or downloaded files and/or for virus infestation through use of the Internet access, provided that FTC is not responsible for these contents. Damages incurred by the Member as a result of unauthorised use of the Internet shall be borne by the Member.

### **§ 6 Violation of the Terms of Use**

In the event of a breach of these Terms of Use, FTC has the right to restrict or completely block Internet access and specifically reserves the right to block access at any time to certain pages or services via WIFI, as referred to in Section 4(1).

### **§ 7 Declaration of exemption from liability**

1) The inadmissibility of the use of the Internet results in detail from § 3 d) of the membership contract in connection with the adjacent Limitation and liability of Internet use agreement to Annex 1 of the membership contract, which I have read, understood and accepted.

2) I hereby undertake to indemnify EDEKA Digital GmbH (haftungsbeschränkt) (in short: FTC) against any claims asserted by third parties arising from damages (including costs for warnings, damages, legal costs of the person issuing the warning and the connection owner) in connection with an unauthorised use of the Internet access by third parties or myself during the use of the Internet connection of FTC, provided that I have permitted the corresponding access during the term of the contract in accordance with the application form of the membership contract.

3) I shall be responsible for any damages incurred by me as a result of such unauthorised use and shall promptly indemnify FTC against such

damages upon FTC's request, without any obligation on FTC's part to first take legal action against any warning letters or claims for damages by third parties.