

General Terms and Conditions for WLAN Use

§ 1 General area of validity and conclusion of contract

The following general terms and conditions (AGB) regulate the utilisation of the services of Irro Verkehrsservice GmbH & Co. KG, Roland-Brandin-Strasse 2, 29439 Lüchow, Germany, represented by the Managing Director Heinz Irro (referred to the following as Operator) for wireless Internet access (WLAN) by users in the coaches of Operator.

Only customers of Operator are entitled to use the service. A contract between the user and Operator regarding the utilisation of the WLAN is agreed when the user agrees on the initial page on the Terms and Conditions of Operator by activating the required field "I accept the terms and condition" by clicking the button and Operator then grants the user access to the WLAN. If the user does not agree to the terms and conditions or if the access is not granted then the contract for use has not been agreed.

§ 2 Performance specification

Operator provides the user with WLAN within the limits of his or her technical and operating possibilities during the bus journey. Operator is not in a position and is not obliged to guarantee the actual availability, suitability or reliability of this Internet access for any purpose, including with regard to volume. The transmission speed during use depends, upon other things, on the network load, the transmission speed and the number of users. The user therefore recognises that it is technically impossible within the framework of a bus journey to keep Internet access and/or the WLAN free of technical faults and failures. Therefore neither minimum standards nor freedom from faults will be guaranteed. The user is not entitled to permit third parties to use this WLAN.

The prerequisites for the use of the WLAN on the user side: the user must have a WLAN capable device with an interface in accordance with IEEE 802.11b or IEEE 802.11g. The user must have downloaded a suitable operating system onto his or her WLAN capable device. The user must set his or her web browser to accept cookies, not create a connection to a proxy server and allow automatic rerouting.

The WLAN will be encoded by Operator. However Operator expressly notes that access by third parties cannot be completely ruled out because the access code to the WLAN is provided on a notice in the bus and/or on information sheets. Where necessary it is the responsibility of the user to set a specific security configuration on his or her terminal device/software (e.g. encoding) so that the data transfer is protected from access by third parties. If the correct network name (SSID) has not been entered then the WLAN card of the terminal device can be contacted by another signal. This means that the user may find himself or herself in another network without authorisation. Operator does not accept liability for any legal consequences that may result from this.

§ 3 User obligations / Exemption from liability

The user is obliged to not use the services of Operator by committing an abuse of rights or immorally and must taken into account national and international laws and the rights of third parties. In particular this includes

- To observe the national and international copyright, brand, patent, name and labelling rights and other industrial property rights and personal rights. In particular no works that are protected by copyright may be duplicated, distributed or made available in an unlawful manner. Fundamentally this also includes the prohibition from participating in

so-called peer to peer networks that violate rights or on internet file sharing sites for the purpose of illegal file sharing;

- Not to send unrequested information, objects and other services that are prohibited by law, e.g. undesired and unrequested advertising by e-mail or SMS (so-called spamming) and not to undertake any illegal contacts using telecommunication methods as stipulated in the relevant national penal laws (e.g. § 238 of the penal code).
- Not to transfer any executable routines (e.g. spyware, dialer etc.) automatically and without authorisation onto the terminal devices of other Internet users;
- Not to transfer any information or content that violates rights or morals or to place this on the Internet and draw attention to such information (this particularly includes information that serves to incite within the meaning of §§ 130, 130a and 131 of the penal code) or that glorifies or trivialises violence, or that is sexually offensive, or that is pornographic within the meaning of § 184 of the penal code, or that is capable of severely endangering young persons morally or impairing their wellbeing or damaging the reputation of Operator). The regulations in the relevant national laws for the protection of youth must be observed.

The use of the WLAN is entirely at the risk of the user. The user is personally responsible to Operator and third parties for the content called up via WLAN, placed using WLAN or distributed in any way. The content is not subject to examination by Operator.

In the event of a violation against the obligations in paragraph 1 Operator is entitled to temporarily or permanently block access to the Internet with immediate effect. This is valid particularly in the event that Operator has reasonable suspicion of violation in accordance with paragraph 1. The user is responsible to Operator for all costs associated with the stoppage.

The user releases Operator, his or her representatives, employees and agents from all third party claims that may be made in connection with the illegal use of the WLAN by the user, particularly violation of the obligations in paragraph 1 for which the user is responsible. The refundable costs also include the reasonable costs for prosecution and legal defence. If the user recognises or is forced to recognise that there has been a violation against the actions in paragraph 1 or if this is threatened, then he or she is obliged to inform Operator of this immediately.

§ 4 Liability / Exclusion of liability

Operator is not liable for damages caused to the user through incorrect use of the WLAN access. In cases of minor negligent breach of duty the liability of Operator and agents of Operator is limited to foreseeable, direct average damage that is typical for the contract. In cases of minor negligent breach of duty for obligations that are not essential to the contract and through the violation of which the execution of the contract is not endangered, Operator and agents of Operator are not liable.

The above liability limitations do not relate to the claims of the user resulting from product liability or from a guarantee. Furthermore the liability limitations are not valid in the case of damage to body or health or loss of life that is attributable to Operator.

To the extent that an obligation of Operator exists for compensation for damage to the assets of a user, not based on intention, the liability is limited to a maximum of € 12,500 per user.

§ 5 Data protection

Operator collects and uses the data that is necessary for the establishment, content design, modification or termination of this contract (so-called inventory data). The inventory data is deleted after the end of the calendar year following termination where the blocking of data is not sufficient in rare cases.

Operator also collects and uses data that is produced while providing the service (so-called traffic data). This includes:

- The number or ID of the participating connections or the terminal device, personal authorisation IDs, for mobile connections also location data;
- The Mac addresses of your terminal device;
- The begin and end of the relevant connection by date and time and, where fees depend on this, the data quantities transmitted,
- Other data that is necessary for the establishment and maintenance of telecommunication and for the fee accounting.

This traffic data is only used as necessary for the processing of the contract or the establishment of further connections. Otherwise the traffic data is deleted immediately following termination of the connection.

§ 6 Right of modifications to the terms and conditions

Operator retains the right to update these terms and conditions in future. With each use of the WLAN the user declares his or her agreement with the relevant, valid version of these terms and conditions.

§ 7 Final provisions: arbitration, applicable law and court of jurisdiction

Operator points out with reference to § 36 consumer dispute resolution law (VSBG) that he will not participate in a dispute resolution process in front of a consumer arbitration board. Operator also points out with reference to article 14, paragraph 1 of the EU directive on online dispute resolution in consumer matters (ODR-VO) that the EU Commission provides a platform for online dispute resolution (OS platform) of consumer disputes resulting among other things from online service provision contracts. This platform can be found on the Internet at <http://ec.europa.eu/consumers/odr>.

For users who are not a citizen of a member state of the European Union or Switzerland the exclusive validity of German law is agreed for the entire legal and contractual relationship between the user and Operator. These users can only file a suit against Operator at this office.

For users who are citizens of a member state of the European Union the exclusive validity of German law is agreed for the entire legal and contractual relationship between the user and Operator. However this is not valid where this means that the user, who is the consumer, loses his or her protection granted to him or her through the conditions from which no deviation is permitted through any agreement in accordance with the laws of the member state of the European Union where the user is habitually resident.

For actions by Operator against users who are traders, legal persons under public or private law or persons who are resident or habitually resident abroad or persons whose residence or habitually residence is unknown at the time the action is filed the court of jurisdiction is agreed as the Operator's headquarters (Lüchow).

In the event that individual conditions in this contract are wholly or partially invalid or prove to be unenforceable or if they become invalid or unenforceable after agreement of the contract as a result of changes to legislation, then the remaining contractual regulations and the effectiveness of the contract remain unchanged by this as a whole.

Lüchow, dated 01.12.2017