

TERMS AND CONDITIONS GUEST WI-FI

General terms and conditions of Zukunft Waldenstein Projektentwicklungs GmbH (Waldenstein 5, 3961 Waldenstein) further called „CAMPING WALDENSTEIN“ for using WiFi in the area of the campsite in Waldenstein.

1. Usage of WiFi

We provide our free guest Wi-Fi access (hotspot) exclusively for use by visitors of CAMPING WALDENSTEIN during their stay at the campsite. The guest is not entitled to allow third parties any access to the Wi-Fi.

By using the Wi-Fi, the guest accepts the Terms and Conditions Guest Wi-Fi.

Provision of the Wi-Fi is subject to our technical and operational capabilities at any given time. There is not entitlement to a working Wi-Fi, certain bandwidth nor to any particular signal range.

Furthermore, we do not guarantee that the Wi-Fi will be free of disruptions or outages. Nor can we provide a guarantee of network speed. There is no entitlement to use the Wi-Fi. CAMPING WALDENSTEIN is at liberty to limit or block access to the hotspot at anytime without giving reasons.

As a User, you are fully responsible for all your activities related to the use of the Internet via our hotspot. The check, if your used device is fit for Wi-Fi connection, is at your responsibility. You also have to protect your device against viruses, Trojans, unauthorized access by third parties, spam etc. The data traffic between the guest's device and the Wi-Fi hotspot will be possibly transferred unencrypted, so that transferred data could be eventually seen from third parties. Therefore, we recommend our guests to use an adequate software for securing the data traffic respectively encrypt your data.

CAMPING WALDENSTEIN only provides via Wi-Fi access to the Internet. The downloaded content is not subject to any review by CAMPING WALDENSTEIN, especially not check, if any malicious software is contained. The guest is fully responsible for any content, which he down- or uploads against CAMPING WALDENSTEIN and third parties.

CAMPING WALDENSTEIN reserves the right to block single websites, especially websites, which contain offensive or illegal content.

2. Obligations of the guest

The guest is responsible that the used device and its installed software are free from viruses and any other malicious software.

The guest is not allowed to:

- visit websites with illegal content,
- spread illegal or legally protected contents,
- upload or distribute any immoral, obnoxious, derogatory, racist, sexist, pornographic, offensive, defamatory, fraudulent or threatening content as well as content, which is liable to support or promote racism, fanaticism, hate, physical violence or unlawful acts,
- ask any users or third parties to issue passwords or personally related data for commercial or unlawful purposes,
- distribute viruses, Trojans or any other malicious software via the Wi-Fi
- distribute spam or any other kind of inadmissible advertising

- download, copy, spread or publicly sharing (also via file sharing networks, apps etc.) any content, which is legally protected
- transfer exceptionally large data amounts,
- use the Wi-Fi for commercial purposes,
- engage in any other illegal activity or use the Wi-Fi in any other abusive way or use the hotspot in a way that the trouble-free operation of the hotspot is affected (e.g. disproportionate burden on the system)

CAMPING WALDENSTEIN is entitled to block the Wi-Fi immediately and permanently, in the event of misuse the Wi-Fi (especially in violation of these terms and conditions) or in case of suspect of misuse of the hotspot.

The guest is obliged to indemnify CAMPING WALDENSTEIN and hold CAMPING WALDENSTEIN free and harmless, if CAMPING WALDENSTEIN is claimed on behalf of the Wi-Fi usage of a guest by a third party. The guest is also obliged to indemnify CAMPING WALDENSTEIN and hold CAMPING WALDENSTEIN free and harmless, if CAMPING WALDENSTEIN or a third party suffer damages caused by viruses or other malicious software, which were installed on a device of the guest. The guest also has to bear the costs, which will be caused by unauthorized usage of the Wi-Fi by third parties, if the guest is responsible for the use of this third person (e.g. access of the third party by the device of the guest).

3. Disclaimer

CAMPING WALDENSTEIN accepts no liability for the content of any visited or downloaded data.

Any liability of CAMPING WALDENSTEIN for all damages of the guest, which were caused by the Wi-Fi usage like data loss, damages on hard or software, unauthorized access of third parties or viruses, is excluded – except in case of intent or gross negligence.

4. temporary data storage

In order to provide the use of Wi-Fi, CAMPING WALDENSTEIN will store the technically necessary data of the guest's device like MAC addresses for the duration of the Wi-Fi usage. After terminating the Wi-Fi connection, the data will be deleted automatically. CAMPING WALDENSTEIN does not store any data – except the necessary technical data of the device.

5. Final clause

Austrian law applies excluding any conflict of laws.

For persons, which are not considered as consumers according KSchG (consumer protection law), Graz, Styria, Austria is the agreed and sole place of jurisdiction.

If any clause of these terms and conditions guest Wi-Fi is or becomes ineffective, the validity of the other provisions will not be affected.