

STEP 1

Terms and Conditions for public access WLAN/LAN

The following Terms of Use govern the use of the WLAN/LAN operated by conova communications GmbH and offered by conova communications and Salzburg Exhibition Center GmbH on the premises of the Salzburg Exhibition Center

I - General Information

The conova communications GmbH, FN64293z, regional court Salzburg, with headquarters in 5020 Salzburg, Karolingerstrasse 36A, tel.: +43 (0) 662 22 00 209, email: office @conova.com, UID: ATU43651106 (hereinafter referred to as 'operator') operates the WLAN/LAN on the Salzburg Exhibition Center premises.

The Salzburg Exhibition Center GmbH with headquarters in 5020 Salzburg, Am Messezentrum 1, Tel.: +43(0)622 20 2404, email: office@messezentrum-salzburg.at, UID: ATU33801507 and conova communications GmbH (hereinafter referred to together as 'providers') provide WLAN/LAN use in accordance with these terms and conditions.

- 1. Use of the WLAN/LAN is invariably subject to prior acceptance of these terms and conditions by the user. This is done by clicking the box 'I agree to the terms' located beneath the text of the General Terms and Conditions. Selection of specific user-selected WLAN or LAN products is carried out by means of written order or on the 'landing page' where currently valid product specifications can be seen.
- 2. The user receives access to the internet via WLAN or LAN. Wireless data transmission between the WLAN and the WLAN-capable user device takes place via WLAN technology or by using the LAN cable. The transfer speed during use depends, among other factors, on the network load of the internet backbone, on the transmission rate of the selected server of the respective external provider and on the number of users. In order to use the WLAN/LAN, an operational device (laptop, smartphone, eBook, etc.) with WLAN/LAN-enabled interface is required. In addition, a suitable operating system, web browser, up-to-date software of the WLAN/LAN hardware and a suitable IP network protocol must be installed.
- 3. The user is aware that WLAN/LAN only establishes access to the internet. Any additional security measures (e.g. antivirus, firewalls, etc.) are not provided. Wireless data transmission between WLAN/LAN and the user's WLAN-capable device is unencrypted. Therefore, one cannot exclude the possibility that third parties may gain unauthorized access to the wirelessly 1/5 Kurzzeichen:

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transmitted data. For sensitive data such as online banking identifiers or unencrypted e-mail or text messages, appropriate security software should be used.

- 4. The user hereby agrees and understands that the use of the WLAN/LAN in breach of these terms is prohibited and access for his/her device can be disabled.
- 5. The products described in points I.6 through I.8 are currently offered. A detailed product overview can be seen in the 'landing page' and on the order form.
- 6. When using the product named 'Free Public Access WLAN' the user will be logged off after 15 minutes of inactivity, causing the user to log in again. The bandwidth per user is dependent on the parameters described above (point I.2).
- 7. The product named 'Fee-Based Public Access WLAN' has higher bandwidth and prioritization of data packets as compared to the product named 'Free Public Access WLAN'. The user has the option to choose between various lengths of use, after which time automatic logoff occurs. The beginning of use commences with the initial access into the WLAN or LAN.
- Products 'LAN Basic' and 'Advanced LAN server' each comprise physical LAN ports. A detailed product overview can be seen in the 'landing page' and on the order form.

II - Payment

- 1. Depending on the selected product, use is either free of charge (I.6) or fee-based (I.7), however always limited to the length of presence on site at the exhibition center.
- 2. If 'Fee-based Public Access WLAN' is selected, payment is made in advance by written order, credit card or by purchasing a voucher.
- Each product has an assigned fixed rate in accordance with information on the 'landing page' or the order form.

III - Disclaimer

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- The user is solely responsible for data transmitted via the WLAN/LAN, the services used and legal transactions made. All resulting costs of third-party services used via the WLAN shall be paid by the user.¹
- Use of the WLAN/LAN is done at the user's own risk and responsibility. The provider
 assumes no liability for damages to devices or data of the user arising from the use of the
 WLAN/LAN unless the damage was deliberately caused by the provider and/or its agents or
 through gross negligence.

IV - User Obligations

- Specifically, the user has the following obligations:
 The user agrees to comply with the law when using the WLAN/LAN. In particular, the user will
 - a. Refrain from illegally copying, distributing or making any copyrighted works publically available. In particular, in relation to up-and downloading using file sharing programs or similar services:
 - b. Refrain from using the WLAN/LAN for retrieval of immoral or illegal content;
 - c. Comply with applicable child protection legislation;
 - d. Refrain from sending or distributing any derogatory, defamatory or threatening content;
 - e. Refrain from using the WLAN/LAN to send spam and/or other forms of impermissible advertising;
 - f. Refrain from using the WLAN/LAN to send or receive disproportionately large amounts of data, as this may significantly reduce internet speed for other users.

V - Privacy Policy

1. The user agrees that the provider utilize user data for internal purposes as well as for technical reasons and for marketing purposes (name, email address and date of first use). The provider assures that data will be kept strictly confidential and in accordance with laws of the Data Protection Act and use the collected data in accordance with legal regulations.²

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¹ Waiver of legal responsibility according to § 13 section 1 ECG

² § 7 section 1 DSG 2000, § 97 TKG



2. The user agrees that with every use of the WLAN/LAN (particularly client type), length of use, data usage, MAC address, user name and connection method will be documented and archived in order to indemnify the provider if necessary and to prove which user used the WLAN/LAN and at any given time. ³

Should one or more clauses of these terms become invalid, the remaining clauses shall retain their validity.

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³ § 92 section 3 article 2a TKG 2003; § 18 ECG



Step 2

I - Consent to the processing and transmission of data

The user agrees that master data (name and email address) can be stored on conova communications GmbH servers and transmitted to the Salzburg Exhibition Center GmbH, enabling the latter to provide the user with marking related e-mail information.⁴

X Yes	No

II - Revocation

The user has the right to revoke consent at any time. This can be done by sending an e-mail to messe@conova.com.⁵

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⁴ according to. § 96 section 1 article 2 TKG; § 8 section 1 article 2 DSG 2000, § 107 TKG;

 $^{^{\}rm 5}$ § 8 section 1 article 2 DSG 2000; § 96 section 2 TKG; § 107 TKG