

Privacy Information

We shall inform you about the processing of personal data in connection with this Wi-Fi service:

1. Provider / Controller

This service is provided by:

Frederix Hotspot GmbH

Oskar-Winter-Str. 9

30161 Hannover

Germany

Managing Directors: Jonathan Sauppe, Christian Schnatz

E-Mail: info@frederix.de

(referred to as "Provider" or "We")

2. Data Protection Officer

The Provider's corporate data protection officer is:

Rechtsanwalt Dennis R. Jlussi

paxaru Rechtsanwalts-gesellschaft mbH

E-Mail: datenschutz@paxaru.com

3. Categories of Processed Data

- We collect and process your **MAC address**. The MAC address is a unique number identifying the Wi-Fi module of your device. In some cases, your MAC address may be personal data, as device manufacturers may store the MAC address of the Wi-Fi modules of devices together with other device identifiers (e.g. serial numbers of the devices or IMEI numbers for mobile phones), and the retailer (or other source) of your device may store such identifier together with your name, address or other data connected to your purchase (or other form of sourcing). However, towards Us, your MAC address is anonymous, and We will make no effort whatsoever to personalize your MAC address.
- Connected to your MAC address, we collect and process your **internet browser and operating system information** (as provided by your browser in HTTP headers).
- Connected to your MAC address, we store and process the **times and data volumes of your online sessions**, i.e. when you used our service and how much data was transmitted. We do not collect any data about which websites you collected or any other data related to the content.

4. Purposes of Processing and Legal Basis

- During your usage of Our service, the MAC address is technically necessary to provide the service so that the internet data you choose to send or request can reach your device. We do this to fulfill our contractual obligation to provide the service (Art. 6 (1) b GDPR).
- After the usage of Our service, the MAC address is stored and processed in order

to provide you with an automated re-login if you return to the current or any other (national) branch of the store where We provide the Wi-Fi service within six months; We do this to fulfill our legal obligation to provide secure data processing (Art. 32 GDPR). more, you have the right to object to the processing of your personal data

- o fulfill our contractual obligation to provide the service (Art. 6 (1) b GDPR).
- o to maintain or restore the security of Our service, to detect technical faults or errors; We do this to fulfill our legal obligation to provide secure data processing (Art. 32 GDPR).
- o to create aggregated anonymous data that can be used for analysis; We do this based on a legitimate interest (Art. 6 (1) f GDPR) in anonymously analyzing the usage of our service in order to measure usage and improve the service.
- During and after your usage of Our service, the MAC address is also processed for detecting or stopping fraudulent or abusive use of Our service; We do this to fulfill our legal obligation to provide secure data processing (Art. 32 GDPR).
- Internet browser and operating system information as well as times and data volumes of your online sessions are processed

- to maintain or restore the security of Our service, to detect technical faults or errors, and to detect or stop fraudulent or abusive use of Our service; We do this to fulfill our legal obligation to provide secure data processing (Art. 32 GDPR).
- to create aggregated anonymous data that can be used for analysis; We do this based on a legitimate interest (Art. 6 (1) f GDPR) in anonymously analyzing the usage of our service in order to measure usage and improve Our service.

5. Recipients and 3rd-Country-Transfers

We will not share your personal data with anyone. However, we may be legally obliged to produce and transfer data upon order of a court or competent authority.

6. Data Subject Rights

You have the right to obtain from Us

- access to your personal data (i.e. request information) according to Art. 15 GDPR;
- rectification of any incorrect personal data about you according to Art. 16 GDPR;
- erasure of your personal data in the particular cases set forth in Art. 17 GDPR;
- restriction of the processing of your personal data for the time a rectification or erasure request is pending, according to Art. 18 GDPR;
- your personal data in a structured, commonly used and machine-readable format for transmission to another controller (portability), according to Art. 20 GDPR.

Furthermore, you have the right to object to the processing of your personal data, as far as it is legally based on a legitimate interest. We will then assess whether or not We have legitimate ground for the processing which overrides the interests, rights and freedoms of the data subject.

7. Data Retention

The data will be retained for a period of six months and will afterwards generally be deleted within one week.

However, if data turn out to be required for a special reason (such as the investigation of a security incident), it will be stored and may be processed even after the general retention period for as long as necessary, and will afterwards be deleted within one week.

8. Complaints

If you have complaints about the data processing, you are invited to contact the Provider and/or the Provider's data protection officer.

You have, in addition, the right to lodge a complaint with the competent data protection supervisory authority: *Die Landesbeauftragte für den Datenschutz Niedersachsen*.

General

1. Use and Pricing

- a. If the hotspot system is made available free of charge, the operator reserves the right to discontinue the service at any time without justification. Any fees charged for the use of the hotspot system or individual services are based on a price list known to the user, which was made available either by the operator's company or by a commissioned third party prior to conclusion of the usage agreement. There is no entitlement to use of the service outside of agreed access times. The operator is authorized to discontinue and/or change individual services or features at any time. The operator is also authorized to change fees charged for the use of the services. If the user is affected by such changes, the operator shall immediately inform the user about these changes. The user may not derive any claims whatsoever from service changes or the discontinuation of services, regardless of their nature or legal basis. In the event of a change at the user's expense, the user is entitled to terminate the usage agreement at the time the change takes effect. If the user does not object to changes within a reasonable period of time, these changes shall be deemed approved.

- b. The user is aware that access to the Internet can be influenced by external factors, which the operator cannot act upon. Therefore, no guarantee can be assumed for a certain degree of accessibility. Also, no guarantee can be assumed for a certain range, connection quality or speed, since these factors can also be subject to external influences, which the operator cannot act upon.
- c. The operator points out that data transmission between the user's device and the hotspot is unencrypted. Therefore, it cannot be ruled out that third parties may gain unauthorized access to the data transmitted by the user. If desired, the user has to take care of encryption himself. The user is responsible for the security of his own device (laptop, PDA, tablet, smartphone, etc.). The operator points out that the hotspot system cannot guarantee complete protection against harmful content (viruses, etc.).
- d. If the connection is inactive, access to the internet is automatically disconnected. Access will automatically be restored as soon as activity is resumed within the contract period.
- e. No charges shall be levied for establishing access.

2. User Obligations

- a. The user shall not misuse the access provided to him for the purpose of distributing illegal content. This content includes, but is not limited to, illegal or immoral content constituting a criminal offence, such as incitement to hatred (§ 130 of the German Penal Code, StGB), depiction of violence (§ 131 StGB), distribution of pornographic material (§ 184 StGB and § 184 a-c StGB), insult (§ 185 StGB), defamation (§ 186 StGB) or libel (§ 187 StGB).
- b. The user shall refrain from using the access provided for gaining unauthorized access to data that is not intended for him. In particular, no attempts must be undertaken to penetrate secured data networks without authorization or to spy out usage data.
- c. The user shall not disclose the access data made available to him to third parties without the express written consent of the operator (cf. clause 1b of these conditions).
- d. The user is responsible for any data and/or content he uploads or downloads. If third parties incurred additional costs due to the use of the hotspot system, the user shall pay the costs incurred thereby.

If the user enters into a contract with a third party through the hotspot system, the contractual obligations resulting thereof shall be fulfilled exclusively by the user.

- e. The user shall exempt the operator from all claims by third parties, if these claims are based on unauthorized and/or illegal use of the hotspot system. In particular, the user shall indemnify the operator against all costs incurred as a result of legal disputes arising from the use of the hotspot system by the user.
- f. The user shall inform the operator or the commissioned third party immediately of any legal violations that become known to him in connection with the use of the hotspot system. The same applies in the event that the user becomes aware of violations of the content of this agreement.

3. Liability

- a. The liability of the operator for slight negligence is limited to typical, foreseeable damage. In such cases, liability shall only be assumed if essential contractual obligations have been breached. Liability in the event of intent or gross negligence shall be governed by the corresponding legal provisions. Liability for guarantees, fraudulent intent, personal injury or under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected. Any

liability for data protection infringements shall also remain unaffected, in which case the provisions of clause 3c. shall apply.

- b. Insofar as liability for slight negligence in accordance with clause 3a occurs, the amount of compensation shall be limited to EUR 5,000 per individual case.
- c. In case of slight negligence, liability for data protection infringements is limited to typical, foreseeable damage, with a maximum amount of EUR 5,000 per individual case. Any liability for intentional or grossly negligent data protection infringements remains unaffected.