



## **General Terms and Conditions**

for the booking Startups/Scaleups as well as Coliving Guests of  
WERK1.Bayern GmbH  
Am Kartoffelgarten 14, 81671 Munich, Germany

### **§ 1**

#### **Scope of application, subject matter of the contract**

- 1.1** The following Terms and Conditions apply to contracts for the provision of flats in the boarding house WERK1 (hereinafter: "Apartment") for accommodation, as well as to all further services provided in this context by WERK1.Bayern GmbH, Am Kartoffelgarten 14, 81671 Munich (hereinafter: "WERK1") for the founders and employees of startups/scaleups using WERK1 Coliving (hereinafter: "Coliving Guests"). WERK1 is also entitled to provide services through third parties.
- 1.2** The services under this contract are directed exclusively at entrepreneurs within the meaning of §14 BGB (German Civil Code), i.e. natural or legal persons or partnerships with legal capacity who, when concluding a legal transaction, are acting in the exercise of their commercial or independent professional activity and at legal persons under public law or special funds under public law. If required, the startup/scaleup shall provide WERK1 with suitable evidence of entrepreneurial status, e.g. copy of trade licence, entry in the commercial register, transparency register, etc., upon request.
- 1.3** These General Terms and Conditions of WERK1 shall apply exclusively. Terms and conditions of the start-up/scale-up shall only apply if this has been expressly agreed in writing in advance. Counter-confirmations of the Coliving Guest with reference to its GTC are hereby expressly contradicted.
- 1.4** WERK1 does not accept direct bookings, but only requests that are subject to the de minimis aid regulation (EU) No. 1407/2013. For this reason, only the term "enquiry" is used in the contract of use.
- 1.5** WERK1.Bayern GmbH is the owner of the trademark rights of WERK1.

## § 2

### Contract Conclusion

- 2.1** Offers made by WERK1 are subject to change and non-binding until the contract has been concluded. The accommodation contract is concluded by the booking request of the coliving guest and/or the start-up/scale-up as well as a booking confirmation by WERK1 corresponding to the booking request or, if a booking confirmation cannot be made due to time constraints, by the provision of the flat.

The booking confirmation shall be made in text form.

Insofar as the booking confirmation deviates from the booking request, the accommodation contract shall be concluded as soon as the guest moves into the flat, makes a (down) payment or accepts the modified booking confirmation by means of a declaration in text form.

- 2.2** An enquiry via third parties is expressly excluded. It is only possible for start-ups/scale-ups to make an enquiry and enter into a contractual relationship with WERK1.
- 2.3** A room enquiry is only possible online, via [www.werk1.com](http://www.werk1.com).

## § 3

### Room use, room handover, departure

- 3.1** The rooms are made available exclusively for accommodation purposes.
- 3.2** The inquiring Startup/Scaleup as well as the Coliving Guest does not acquire any claim to the provision of certain flats, unless this has been expressly agreed in text form.
- 3.3** The Coliving Guest is obliged to identify himself digitally in advance in the course of the booking, but at the latest upon arrival, and to complete and sign the official registration form with the required and applicable personal details.
- 3.4** The subletting or subletting to third parties or the free use of the rooms provided for other than accommodation purposes is generally excluded.
- 3.5** Occupancy of the rented rooms by other persons is also generally excluded and requires the consent of WERK1. In such cases, WERK1 is entitled to charge a higher fee.

Pets and smoking in the flat are not permitted.

- 3.6** If, in addition to the provision of seminar and conference rooms (hereinafter referred to as "rooms"), WERK1 is also obliged to provide inventory, technical equipment, conference technology and other items, these items (i.e. rooms and items) are hereinafter referred to as "furniture".
- 3.6** The furnishings shall be provided by WERK1 solely for the purpose of use specified in the offer. Any change in the purpose of use requires the prior written consent of WERK1, which may only be refused on the grounds of justified interest.
- 3.7** The Startup/Scaleup and the Coliving Guest are prohibited from making changes to the provided furnishings without the prior written consent of WERK1.
- 3.8** WERK1 is entitled to enter the rented flats at any time, but only after prior notice.
- 3.9** The Coliving Guest is obliged to treat the room provided as well as all rooms and facilities of the flat with care. The Startup/Scaleup is liable to WERK1 for all damage caused by the Startup/Scaleup, the Coliving Guest or third parties who use the services of WERK1 at the Startup/Scaleup's instigation.
- 3.10** **Booked flats are available to the Startup/Scaleup or Coliving Guest from 14:00 on the day of arrival.** The Startup/Scaleup or Coliving Guest has no right to earlier availability. In the event of being prevented from doing so, WERK1 is entitled to provide the Coliving Guest with a flat of equal value, also in another property.
- 3.11** **The rooms must be vacated by 10:00 a.m. at the latest on the agreed day of departure.** After this time, WERK1 may charge the start-up/scale-up 50% of the full accommodation price (list price) per day until 12:00 noon on the day of departure, and 100% thereafter, for the additional use of the flat in excess of the contractually agreed time.
- 3.12** Upon return, all keys and/or key cards handed over at the beginning of the contract of use shall be returned.
- 3.13** An extension of the accommodation relationship for an indefinite period of time by continuing the use after the agreed end of use is already expressly objected to now.
- 3.14** If a Coliver locks himself out of his flat, outside WERK1's business hours (Monday-Friday 9.00 am - 5.00 pm, except public holidays) and a locksmith is required, the Coliver shall bear the costs of this himself.

## **§ 4**

### **Provision of the service, prices, payments**

- 4.1** WERK1 is obliged to provide the flats requested by the Startup/Scaleup or the Coliving Guest or equivalent substitutes and to provide the agreed services. In this context, WERK1 is free to define industry-standard restrictions such as minimum stays, advance payments and request guarantees for certain dates. These restrictions can be seen on the booking page of WERK1.
- 4.2** The Startup/Scaleup is obliged to pay the applicable or agreed prices of WERK1 for the provision of the flat and the other services used by it. This also applies to services and expenses of WERK1 to third parties arranged by the Coliving Guest.
- 4.3** The agreed prices do not include the respective statutory value added tax. All prices listed are therefore net prices.
- 4.4** Furthermore, the prices can be changed by WERK1 if the Startup/Scaleup or the Coliving Guest subsequently wishes to change the number of flats requested, the services of WERK1 or the duration of the Coliving Guest's stay and WERK1 agrees to this.
- 4.5** Invoices from WERK1 without a due date shall be collected from the specified account of the start-up/scale-up immediately upon receipt of the invoice at the beginning of the month. WERK1 is entitled to call in accrued receivables at any time and to demand immediate payment. In the event of late payment, WERK1 is entitled to charge the statutory default interest applicable at the time. WERK1 reserves the right to prove higher damages.
- 4.6** In justified cases, e.g. payment arrears on the part of the start-up/scale-up, WERK1 is entitled to refuse further services.

## **§ 5**

### **Security deposit**

- 5.1** WERK1 is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or during the ongoing contractual relationship. The amount and due date of the security deposit are set out in the booking confirmation.
- 5.2** The Startup/Scaleup or Coliving Guest is obliged, if requested in writing, to make an advance payment or security deposit agreed in the booking confirmation in the form of a bank transfer or in the form of a credit card guarantee before the flat is made available.

## **§ 6**

### **Withdrawal of the Coliving Guest**

**(cancellation, cancellation, non-utilisation of the services of the accommodation provider, "No-Show")**

- 6.1** Bookings can be canceled or amended free of charge up to 14 days before arrival (subject to availability). After that, 1 month of your planned stay will be charged in any case. After arrival, the notice period is 14 days to the end of the month. The request for termination or early departure must therefore be received in writing via email to coliving@werk1.com by the 15th of a calendar month at the latest in order for the termination to take effect for the following month. Alternatively, the termination will be applied automatically at the next possible date.
- 6.2** If the Startup/Scaleup has agreed in writing to a right of cancellation free of charge within a certain period, the Startup/Scaleup is entitled to withdraw from the contract within this period if there are enquiries from other Startups/Scaleups for the contractually booked rooms and the Startup/Scaleup does not waive its right of cancellation upon enquiry by WERK1.
- 6.3** If the booked person does not arrive the Startup/Scaleup despite a confirmed request ("no-show"), WERK1 reserves the right to charge a fee in the amount of one month's rent. The startup/scaleup is at liberty to prove that WERK 1 has incurred no or less damage.

## **§ 7**

### **Resignation of the WERK1**

- 7.1** If it has been agreed in text form that the Startup/Scaleup can withdraw from the contract free of charge within a certain period, WERK1 is entitled for its part to withdraw from the contract during this period (e.g. failure to make contractually agreed advance payment).
- 7.2** WERK1 must inform the start-up/scale-up immediately of the exercise of the right of withdrawal/termination.

**7.3** Furthermore, WERK1 is entitled to withdraw from the contract extraordinarily for factually justified reasons, for example in the event of

- Force majeure or other circumstances for which WERK1 is not responsible make it impossible or unreasonable to fulfil the contract,
- flats are booked under misleading or false statements of material facts, e.g. if the start-up/scale-up makes misleading or false statements regarding the person of the guest or the purpose,
- WERK1 has reasonable grounds to assume that the use of the accommodation service may jeopardise the smooth running of the business, the safety or the reputation of the accommodation business in public, without this being attributable to WERK1's sphere of control and organisation.

**7.4** In the event of a justified withdrawal by WERK1, the start-up/scale-up shall not be entitled to compensation for damages.

## **§ 8**

### **Liability of WERK1**

**8.1** The following provisions on the liability of WERK1 apply to all claims for damages, defects or substitute claims for damages of the Startup/Scaleup arising from or in connection with the performance of the contract, irrespective of the legal grounds on which they are based (e.g. warranty, delay, impossibility, any breach of duty, existence of an impediment to performance, tort, etc.) except for:

- Claims of the Coliving Guest for damages resulting from injury to life, body and health,
- Rights and claims of the Coliving Guest in the event of fraudulent concealment of a defect by WERK1 or due to the absence of a quality for which WERK1 has assumed a guarantee,
- Rights and claims of the Coliving Guest based on intentional or grossly negligent conduct by WERK1 or their legal representatives,
- Rights and claims under the Product Liability Act.

The above exceptions shall be governed solely by the statutory provisions.

**8.2** WERK1 is only liable for slight or simple negligence in the event of a breach of essential obligations, i.e. obligations that enable the proper performance of the contract or the achievement of the purpose of the contract or on whose compliance the Coliving Guest may

regularly rely. In the event of a breach of material obligations due to slight or simple negligence, WERK1's liability shall be limited to compensation for typical damage foreseeable by WERK1 at the time the contract was concluded. WERK1's liability for typical damage foreseeable at the time the contract was concluded is limited to the total amount agreed in the contract.

- 8.3.** In all other respects, WERK1's liability for slight or simple negligence is excluded.
- 8.4** WERK1 shall be liable for gross negligence on the part of its vicarious agents, limited to compensation for typical damage foreseeable by WERK1 at the time the contract was concluded.
- 8.5** WERK1's strict liability in the area of tenancy law and similar usage relationships for errors already existing at the time of conclusion of the contract is expressly excluded.
- 8.6** WERK1 shall not be responsible for disruptions to performance due to force majeure (in particular strikes, lockouts, official orders, natural disasters, breakdown of communication networks).
- 8.7** WERK1 shall be liable for items brought in in accordance with the statutory provisions.
- 8.8** The Coliving Guest or the Startup/Scaleup assumes, to a reasonable extent and to the extent permitted by law, the duty to ensure safety on the Coliving, Coworking and Roof Terrace when using it. In particular, the Coliving Guest or Startup/Scaleup guarantees that no objects fall from the Coliving, Coworking and Roof Terrace during use and could cause damage. The Coliving Guest or Startup/Scaleup is liable for its team and invited guests.
- 8.9** The Coliving Guest or Startup/Scaleup is responsible for the general duty of road safety within the usage and rental areas used exclusively by the Coliving Guest or Startup/Scaleup.

## **§ 9**

### **Assertion of claims, limitation period**

- 9.1** The Coliving Guest or Startup/Scaleup must notify WERK1 of any defects in the rented items without delay, and in any case during the term of the rental. If WERK1 is unable to remedy the situation due to a failure to notify (unless the Coliving Guest or Startup/Scaleup was at fault in failing to notify), Startup/Scaleup is not entitled to reduce the remuneration, claim damages or terminate the contract due to such defects.

- 9.2** The assertion of a right of retention by the Startup/Scaleup or the Coliving Guest is only possible with a counterclaim from the respective contract or with counterclaims that have been legally established or are undisputed. Offsetting by the Startup/Scaleup or the Coliving Guest is only possible with counterclaims that have been legally established or are undisputed by WERK1. The same applies to the right to reduce payments.
- 9.3** All claims against WERK1 are generally subject to a limitation period of one year from the beginning of the knowledge-dependent regular limitation period of § 199 para. 1 BGB (German Civil Code). Claims for damages are subject to a limitation period of five years, irrespective of knowledge. Excluded from this are claims based on injury to life, limb or health.

## **§ 10**

### **Emissions, construction noise**

The Coliving Guest and the Startup/Scaleup are aware that considerable construction work may take place in the vicinity of the flat. Claims for damages or reduction of payment due to emissions and other effects (for example noise) of the construction site or due to move-in or move-out work of other users or construction and renovation work in other building areas or on the area of Werksviertel-Mitte are excluded.

## **§ 11**

### **Data protection and data exchange**

The provisions of data protection and data exchange in accordance with the DSGVO can be found on the WERK1 website. Click here for the link: <https://en.werk1.com/data-policy/>

## **§ 12**

### **Money laundering prevention**

#### **12.1 AFC-Clause**

WERK1.Bayern GmbH and the Contractual Partner shall comply with the applicable laws on combating financial crime (including laws on combating bribery and corruption) when conducting their business. The financial resources for this business relationship (contractual



partner) as well as the proceeds from this business relationship (WERK1.Bayern GmbH) have not been and will not be used, directly or indirectly, for purposes that would constitute a breach of the applicable laws on combating financial crime.

## **12.2 GwG-Clause**

The obligated parties pursuant to Section 2 AMLA, including WERK1.Bayern GmbH pursuant to Section 2 Paragraph 1 Item 13 AMLA, must identify the contractual partners prior to the establishment of the business relationship or prior to the execution of the transaction. All contractual partners of WERK1.Bayern GmbH must provide the information and documents required for identification (including the determination of the beneficial owner and the clarification of the so-called PEP status) in accordance with the requirements of Section 11 (6) AMLA. If changes occur in the course of the business relationship, these changes must be reported to WERK1.Bayern GmbH without delay. The contractual partners must disclose to WERK1.Bayern GmbH whether the business relationship or the transaction is established, continued or carried out for a beneficial owner. At the same time as the disclosure, the identity of the beneficial owner must also be proven to WERK1.Bayern GmbH. WERK1.Bayern GmbH shall provide all services owed under the contract only after submission and verification of the relevant identification documents and information.

## **§ 13**

### **Final clauses**

- 13.1** Amendments and supplements to the contract or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements by the Coliving Guest are ineffective.
- 13.2** The Coliving Guest shall fully and promptly comply with all rules and regulations of the Building and the related facilities, including but not limited to the House Rules attached to these GTC as Annex (Attachments 5 and 6). The Startup/Scaleup undertakes to make the contents of this Agreement and the House Rules known to the Coliving Guest for whom the Startup/Scaleup enters into the Agreement before moving in.
- 13.3** The place of performance and payment is the registered office of WERK1 (Munich).
- 13.4** Claims against WERK1 may not be assigned to third parties in whole or in part. §Section 354a of the German Commercial Code (HGB) remains unaffected.
- 13.5** The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Munich, insofar as this is legally permissible.

- 13.6** The booking start-up/scale-up must provide the name and contact details of the Coliving Guest.
- 13.7** The legal relationship between the contracting parties shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws rules.
- 13.8** Should individual provisions of these Terms of Use be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

## Attachments

By signing this General Terms and Conditions (GTC), the Startup/Scaelup declares that it has received and thoroughly examined the GTC and the following annexes, assures the correctness of the information and also acknowledges these with its signature:

- **Attachment 1:** Politically Exposed Person (PEP) Affiliation to Scientology Organisation & Extremism Affiliation
- **Attachment 2:** List of extremist or extremist-influenced organisations
- **Attachment 3:** Declaration of consent for the use and publication of photos, audio and video recordings
- **Attachment 4:** Service overview
- **Attachment 5:** House Rules WERK1 General
- **Attachment 6:** House Rules WERK1 Coliving
- **Attachment 7:** General Terms and Conditions WLAN / VLAN

Munich, .....

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**Authorised representative (Startup/Scaleup)**

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**Coliver**

## **Attachment 1: Politically Exposed Person (PEP) Affiliation with Scientology Organisation & Extremism Affiliation**

Politically Exposed Person (PEP): According to the Money Laundering Act (GwG), the user is obliged to check whether the founding team and the beneficial owners and employees are politically exposed persons.

Definition of Politically Exposed Person (PEP):

- A person is politically exposed if he or she either holds or has held a high-ranking important public office at international, European or national level, or if an immediate family member of him or her or a person known to be close to him or her fulfils this requirement.
- Politically exposed persons include in particular:
  - o Heads of state and government, (deputy) ministers or state secretaries
  - o Members of the European Commission
  - o Members of Parliament and members of similar legislative bodies
  - o Members of the governing bodies of political parties
  - o Members of supreme courts or judicial authorities
  - o Members of the governing bodies of audit institutions and central banks
  - o Ambassadors, chargés d'affaires and defence attachés
  - o Members of the management, administrative and supervisory bodies of state-owned enterprises; and
  - o Director, deputy director, member of the governing body or other leader with a comparable function in an international or European intergovernmental organisation
- Public offices below the international, European and national level (e.g. federal states) are only eligible if their political significance is comparable to similar positions at the national level (e.g. prime minister as a member of the Bundesrat, national chairpersons/executives of parties represented in the Bundestag). Municipal functions/offices are generally not covered.
- Immediate family members as PEP are in particular:
  - o spouses or registered civil partners under the Civil Partnership Act
  - o the children and their spouses or registered partners under the Civil Partnership Act
  - o each parent
- A person known to be a related party is a person who,

- o is, together with a politically exposed person, the beneficial owner of certain associations or legal structures
- o is the sole beneficial owner of such an association or legal arrangement which was established for the benefit of a politically exposed person, or
- o has any other close business relationship with a politically exposed person
- The aforementioned associations or legal structures include:
  - o legal entities under private law (e.g. public limited companies, limited liability companies)
  - o registered partnerships (e.g. general partnerships, limited partnerships)
  - o trusts, foundations without legal capacity, if the purpose of the foundation is self-interested from the point of view of the founder
  - o as well as legal structures that correspond to such foundations in their structure and function

Being aware of the definition of a politically exposed person, the user declares the following:

- Neither I nor the founding team, employees, any relatives and beneficial owners of the Company are politically exposed persons, immediate family members of a politically exposed person or persons close to them.
- Should I, the founding team, employees, any relatives and beneficial owners of the company be politically exposed persons, immediate family members of a politically exposed person or persons close to them, I will immediately inform WERK1.Bayern GmbH in writing.

Affiliation with the Scientology Organisation: The user is obliged to check whether the founding team and the beneficial owners and employees are persons with an affiliation with the Scientology Organisation.

Definition of affiliation to the Scientology Organisation:

You have an affiliation with the Scientology Organisation if you:

- Have a business or other relationship (e.g., volunteer, employee, association member, holder of a contractual right to use the technology of the founder of the Scientology Organisation, L. Ron Hubbard) with an organisation which, to their knowledge, uses or disseminates the technology of L. Ron Hubbard or operates according to these methods
- Are subject to the direction of an organisation using or disseminating Hubbard's technology
- have attended, within the last twelve months or more, or are currently attending, events' courses' training' seminars or the like with any of the above groups' which use or disseminate L. Ron Hubbard's technology or work according to these methods' or have already registered

for such an event

- support the above-mentioned group in any other way, ideally or financially
- work according to the methods of L. Ron Hubbard or have been trained according to these methods

Please note: The term organisations includes all organisations' groups and institutions of the Scientology Organisation' i.e. e.g. also those' which are active in the social and economic field or in the educational field.

Knowing the definition of an affiliation with the Scientology Organisation, the user declares the following:

- Neither I nor the founding team, employees, any relatives and beneficial owners of the Company have any affiliation with the Scientology Organisation
- Should I, the founding team, employees, any relatives and economic beneficiaries of the company enter into an affiliation with the Scientology organisation, I will immediately inform WERK1.Bayern GmbH in writing

Extremism affiliation: The user is obliged to check whether the founding team, the beneficial owners and the employees belong to an extremist or extremist-influenced organisation. The list of extremist or extremist-influenced organisations is enclosed and the user confirms that he/she has taken note of it and completed the check.

Definition of Extremist Affiliation:

You have an affiliation with an extremist or extremist influenced organisation if you:

- are a member of one or more extremist or extremist-influenced organisations
- support or have already supported one or more extremist or extremist-influenced organisations or other anti-constitutional endeavours
- have worked for the former Ministry for State Security / for the Office for National Security of the former GDR or for one of the subdivisions of these offices or for foreign intelligence services or comparable institutions
- were a so-called unofficial employee of the Ministry for State Security / Office for National Security of the former GDR or foreign intelligence services / institutions or you have signed a declaration of commitment to cooperate with one of the aforementioned agencies
- have or have had proceedings against them for violating principles of humanity or the rule of law or have already had proceedings instituted against them

Being aware of the definition of an extremist affiliation, the user declares the following:

- Neither I nor the founding team, employees, any relatives and beneficial owners of the company have any affiliation with an extremist group

- Should I, the founding team, employees, any relatives and beneficial owners of the company have any affiliation with an extremist group, I will immediately inform WERK1.Bayern GmbH in writing
- I am aware that I am also required to declare membership of or involvement in other extremist or extremist-influenced organisations and in extremist or extremist-influenced foreigners' associations when answering the following questions. In the event that an enquiry is to be carried out in the procedure pursuant to Part 2 Nos. 1 to 4 of the Bavarian State Government's Notice on Constitutional Compliance (VerftöDBek), I declare my consent to obtaining the necessary information from the State Office for the Protection of the Constitution and the Federal Commissioner for the Records of the State Security Service of the Former German Democratic Republic

## **Attachment 2: List of extremist or extremist-influenced organisations (non-exhaustive)**

Announcement of the Bavarian State Ministry of the Interior of 29 November 2007 (AllMBl. p. 695' StAnz. No. 51). Last amended by announcement of 10 May 2019 (BayMBl. 2019 No. 201).

### 1. Left-wing extremism

Antifaschistisches Aktionsbündnis

Antifaschistisches Komitee – Stoppt die schwarzbraune Sammlungsbewegung (AKS)

Antikapitalistische Linke (AKL)

Arbeiterbund für den Wiederaufbau der KPD (AB)

Arbeitsgemeinschaft Cuba Si (Cuba Si)

Autonome Gruppen einschließlich örtlicher Gruppierungen

Bamberger Linke (BaLi)

Deutsche Friedens-Union (DFU)

Deutsche Kommunistische Partei (DKP)

Die LINKE. Sozialistisch-demokratischer Studierendenverband (DIE LINKE.SDS)

Frauenverband Courage

Freie Deutsche Jugend (FDJ)

GegenStandpunkt (GSP), früher: Marxistische Gruppe (MG) – aufgelöst im Mai 1991 – Geraer/Sozialistischer Dialog (GSoD)

internationale sozialistische linke (isl)

Jugend gegen Rassismus in Europa (JRE)

Jugendverband REBELL

Kommunistische Partei Deutschland („Sektion Ost“, Sitz Berlin)

Kommunistische Plattform (KPF)

Kommunistischer Hochschulbund (KHB)

Linksjugend (solid)

Marx 21

Marxistisches Forum (MF)

Marxistisch-Leninistische Partei Deutschlands (MLPD)

Münchner Bündnis gegen Krieg und Rassismus, früher: Bündnis München gegen Krieg

Münchner Kurdistan-Solidaritätskomitee

Revolutionär Sozialistischer Bund (RSB)

Rote Hilfe e. V. (RH)

Solidarität International (SI)

Sozialistische Alternative VORAN (SAV)

Sozialistische Deutsche Arbeiterjugend (SDAJ)

Sozialistische Linke (SL)

Verein für Arbeiterbildung Nordbayern

Vereinigung der Verfolgten des Naziregimes – Bund der Antifaschistinnen und Antifaschisten (VVN-BdA)

Volksfront gegen Reaktion, Faschismus und Krieg (VOLKSFRONT)

## 2. Right-wing extremism

Aktivitas der Münchener Burschenschaft Danubia (ab Januar 2001)

Augsburger Bündnis – Nationale Opposition (AB-NO)

Blood & Honour – Division Deutschland mit White Youth – verboten seit September 2000 – Bürgerbewegung Pro München patriotisch und sozial e. V.

Bürgerinitiative A (BIA) e. V., Sitz: Nürnberg

Bürgerinitiative Ausländerstopp (BIA) Augsburg

Bürgerinitiative Ausländerstopp (BIA) München

Bürgerinitiative Soziale Alternative Oberpfalz (BISAO)

Bürgerinitiative Soziales Fürth (BiSF)

Demokratie Direkt München e. V. (mit Freundeskreis Demokratie Direkt München)



Der Dritte Weg (III. Weg)

Der Flügel

Deutsche Liga für Volk und Heimat (DLVH)

Deutsche Partei – Die Freiheitlichen (DP) bis 2008

Deutsche Volksunion (DVU)

Deutsche Volksunion e. V. (DVU) einschließlich ihrer Aktionsgemeinschaften Deutschland-Bewegung/Friedenskomitee

Die Deutsche Freiheitsbewegung e. V. (DDF)

DIE RECHTE

Die Republikaner (REP) bis 2008

Exilregierung des Deutschen Reiches

Fränkische Aktionsfront (F.A.F.) – verboten seit 2004 –

Freiheitliche Deutsche Arbeiterpartei (FAP) – verboten seit 1995 –

Freundeskreis Ulrich von Hutten e. V.

Gesellschaft für freie Publizistik e. V. (GFP)

Heimattreue deutsche Jugend (HDJ) – verboten seit 2009 –

Hilfsorganisation für nationale politische Gefangene und deren Angehörige e. V. (HNG)

Identitäre Bewegung Deutschland

Junge Alternative für Deutschland - Bayern (JA Bayern)

Junge Nationaldemokraten (JN)

Kampfbund Deutscher Sozialisten (KDS) – 2008 aufgelöst –

Midgard e. V.

Nationaldemokratische Partei Deutschlands (NPD)

Nügida

Pegida Franken

Pegida München e. V.

Rechtsextremistische Kameradschaften und örtliche neonazistische Gruppierungen wie Kameradschaft Hof, Bund Frankenland e. V., Kameradschaft Unterfranken, Kameradschaft München Nord, Freie Nationalisten Bayerischer Wald usw. Rechtsextremistische Skinheads, Hammer-Skins (mit örtlichen Gruppierungen und Skinhead-Bands)

Ring Nationaler Frauen (RNF)

Schutzbund für das Deutsche Volk (SDV)

Überregionale Kameradschaftsbündnisse wie Freies Netz Süd (FNS), Nationales Bündnis Niederbayern (NBN) oder Freier Widerstand Süddeutschland (FWS)

### 3. Islamist/Islamist-terrorist/foreign extremist aspirations

Abu Nidal Organisation (ANO)

Abu Sayyaf

Ahl us-Sunnah wal Jama`a (Salafi)

Ahrar al-Sham (Hakarat Ahrar a-Sham)

Al Moqawama Al Islamiya (Islamischer Widerstand)

Al-Aqsa Brigaden

Al-Aqsa e. V.

Al-Gamaa al-Islamiya (Islamische Gemeinschaft – Islamische Gruppen – GI –)

Al-Ittihad al-Islami (Islamische Vereinigung), Somalia

Al-Nahda, auch: En Nahda

Al-Qaida (Die Basis), auch: Internationale Islamische Kampffront gegen Juden und Kreuzritter bzw. Internationale Islamische Front

Al-Qaida auf der arabischen Halbinsel (Jemen, Saudi-Arabien)

Al-Qaida im Islamischen Maghreb (AQM), früher: Salafiyya-Gruppe für die Mission und den Kampf (GSPC)

Al-Qaida im Zweistromland, auch Basis des Jihad im Zweistromland, Al-Qaida im Irak, Al-Qaida für den Jihad im Zweistromland

Al-Qassem Brigaden

Al-Tauhid, auch: Al-Tahwid

Ansaar International / Düsseldorf e. V.

Ansar al-Islam, bzw.: Jaish Ansar al-Sunna, früher: Jund al-Islam, Kurdische al-Tauhid, 2. Soran-Einheit, Kurdische Hamas ansarul aseer

Arbeiterpartei Kurdistans (PKK) – in Deutschland verboten seit 1993 –, weitere Bezeichnungen: Volkskongress Kurdistans (KONGRA GEL bzw. KHK), Freiheits- und Demokratiekongress Kurdistans (KADEK), Vereinigte Gemeinschaften Kurdistans (KCK), Gemeinschaft der Kommunen in Kurdistan (KKK)

Asbat al-Ansar (AaA)

Baath-Partei, Irak

Babbar Khalsa International (BK)

Befreiungsarmee von Kosovo (UCK)

Bewaffnete Einheiten der Armen und Unterdrückten (FESK)

Bewaffnete Islamische Gruppe (GIA)

Ciwanan Azad

Dar al-Shabab (Internationaler Jugendverein Dar al-Shabab e. V.) – in Deutschland verboten seit 2014

Dawa-Team Frankfurt am Main (DAWAFFM) – in Deutschland verboten seit 2013 –

Demokratische Front für die Befreiung Palästinas (DFLP)

Demokratische Jugend (DEM-GENC)

Demokratisches Gesellschaftszentrum der Kurdinnen in Deutschland (NAV-DEM), früher: Föderation kurdischer Vereine in Deutschland e. V. (YEK-KOM)

Devrimci Sol (Revolutionäre Linke) – in Deutschland verboten seit 1983 –

Die Wahre Religion (DWR)

Einladung zum Paradies (EZP) – in Deutschland verboten seit 2011 –

Europäische Moscheebau- und Unterstützungsgemeinschaft e. V. (EMUG)

Farben für Waisenkinder e. V. (FFW), früher: Waisenkinderprojekt Libanon e. V. (WKP)

Fazilet Partisi – FP – (Tugendpartei)

Federal Islamic Organisation Europe (FIOE)

Föderation der Arbeiter aus der Türkei in Deutschland e. V. (ATIF)

Föderation der Arbeiterimmigranten aus der Türkei in Deutschland e. V. (AGIF)

Föderation der demokratischen Aleviten (FEDA bzw. DAF), früher: Föderation der Aleviten aus Kurdistan (FEK bzw. KAF), Union der Aleviten aus Kurdistan (KAB bzw. YEK)

Föderation der patriotischen Arbeiter- und Kulturvereinigungen aus Kurdistan in der Bundesrepublik Deutschland e. V. (FEYKA-Kurdistan) – in Deutschland verboten seit 1993 –

Föderation der Türkisch-Demokratischen Idealistenvereine in Europa e. V. (ADUİTDF)

Freiheitsfalken Kurdistans (TAK)

Harakat Al-Shabab (Somalia)

Harakat Ul-Ansar, Kaschmir

Harekat al-Mujahidin (Bewegung der Mujahidin), Kaschmir/Pakistan

Haus der Kurdischen Künstler e. V. (früher: HUNERKOM)

Helfen in Not e. V.

Help4Ummah e. V.

Hezb-i Islami (HIA)

Hilafet Devleti (Kalifatsstaat), früher: Verband der islamischen Vereine und Gemeinden e. V. (ICCB) – in Deutschland verboten seit 2001 –

Hisbul-Islami (Somalia)

Hizb Allah (Partei Gottes)

Hizb ut-Tahrir (Partei der islamischen Befreiung)

International Sikh Youth Federation (ISYF)

Islamic Movement of Kurdistan (IMK)

Islamische Audios – in Deutschland verboten seit 2013 –

Islamische Avantgarden

Islamische Bewegung Usbekistans (IBU), auch: Islamic Movement of Uzbekistan (IMU), auch: Özbekistan Islomiy Harakati (ÖIH)

Islamische Gemeinschaft in Deutschland e. V. (IGD) und deren Islamische Zentren (IZ)

Islamische Gemeinschaft Milli Görüs e. V. (IGMG)

Islamische Gesellschaft Kurdistans (CIK), früher: Islamische Bewegung Kurdistans (KIH) bzw. Islamischer Bund Kurdistans (HIK) – Nebenorganisation des KONGRA GEL –

Islamische Heilsfront (FIS)

Islamische Jihad Union (IJU)

Islamische Vereinigung in Bayern e. V. (IVB)

Islamische Widerstandsbewegung (HAMAS)

Islamischer Bund Palästina (IBP)

Islamischer Humanitärer Entwicklungsdienst (IHED)

Islamischer Staat (IS), auch: ISIS oder ISIG – in Deutschland Betätigungsverbot seit 2014 –

Ismail Aga Cemaati (IAC)

Jabhat al-Nusra(h), (al-)Nusra(h) Front

Jaish Aden Abyan (Armee Aden Abyan), Jemen

Jama`at Islamiya Kurdistan (Islamische Gruppe Kurdistans, auch Komele Islami le Kurdistan, Komala Islami, Jama`at Islami, Group Islam Bapir, Ali Bapir Jam`at Islami Irak)

Jama`at wa`l Dawa, früher: Laskhar-e Tayyba

Jemaah Islamiya (Islamische Gemeinschaft), Indonesien

Jihad Islami (JI)

Jund al Nusrah

Jund al-Sham (JaS) [Anmerkung: jihadistisch-salafistische Organisation im Libanon]

Junud al-Sham, auch: Junud ash-Sham [Anmerkung: jihadistische Organisation in Syrien]

Kata'ib Ahrar al Sham (KAS)

Konföderation der Arbeiter aus der Türkei in Europa (ATIK)

Konföderation der unterdrückten Migranten in Europa (AvEG-Kon)

Kongress der kurdischen demokratischen Gesellschaft in Europa (KCD-E), früher: Konföderation der kurdischen Vereine in Europa (KON-KURD)

Koordination der Kurdischen Demokratischen Gesellschaft in Europa (CDK), früher: Kurdische Demokratische Volksunion (YDK), zuvor: Nationale Befreiungsfront Kurdistans (ERNK), – in Deutschland verboten seit 1993 –

Kurdische Frauenbewegung in Europa (TJKE, AKKH), Verband der stolzen Frauen (KJB) mit den Gruppierungen Freie Frauenverbände (YJA), Freie Frauenbewegung (YJA-STAR) und Freiheitspartei der Frauen Kurdistans (PAJK), früher: Partei der freien Frauen (PJA), zuvor: Union der freien Frauen aus Kurdistan (YAJK)

Kurdischer Nationalkongress (KNK)

Kurdischer Roter Halbmond (HSK)

Kurdistan Informationsbüro in Deutschland (KIB) – verboten seit 1995 –

Kurdistan Informations-Zentrum (KIZ)

Kurdistan-Komitee e. V., Köln – verboten seit 1993 –

Liberation Tigers of Tamil Eelam (LTTE)

Maoistische Kommunistische Partei (MKP), früher: Ostanatolisches Gebietskomitee (DABK)

Marxistisch-Leninistische Kommunistische Partei (MLKP)

Medizin mit Herz e. V.

Millatu Ibrahim – in Deutschland verboten seit 2012 –

Multikulturhaus Neu-Ulm e. V. – verboten seit 2005 –

Muslimbruderschaft (MB)

Muslimische Jugend in Deutschland e. V. (MJD)

Nationaler Widerstandsrat Iran (NWR)

Palästinensischer Islamischer Jihad (PIJ)

Partei der Nationalen Bewegung (MHP)

Partizan (Flügel der Türkischen Kommunistischen Partei/Marxisten-Leninisten – TKP/ML –)

Refah Partisi – RP – (Wohlfahrtspartei)

Revolutionäre Volksbefreiungspartei-Front (DHKP-C) – in Deutschland verboten seit 1998 –

Saadet Partisi – SP – (Partei der Glückseligkeit)

Salafiyya-Gruppe für die Mission und den Kampf (GSPC)

Solidaritätskomitee mit den politischen Gefangenen in der Türkei (DETUDAK)

Tablighi Jama`at (TJ), auch: Jamiyyat al Dawah wal-Tabligh

Tawhid Germany / Tauhid Germany / Team Tauhid Media – in Deutschland verboten seit 2014 –

Tschetschenische Republik Itschkeria (CRI), auch: Tschetschenische Separatistenbewegung (TSB)

Türkische Hizbullah (TH), auch: Türkische Hizballah / Hizbollah / Hizb Allah

Türkische Kommunistische Partei/Marxisten-Leninisten (TKP/ML) und Abspaltung Partizan-Flügel

Türkische Volksbefreiungspartei-Front (THKP-C Devrimci Sol) – in Deutschland verboten seit 1998 –

Union der Journalisten Kurdistans (YRK)

Union der kurdischen Lehrer, Union der Lehrer aus Kurdistan (YMK)

Union Islamischer Studentenvereine in Europa (U.I.S.A.)

Union zur Pflege der kurdischen Kultur und Kunst (YRWK)

Verband der StudentInnen aus Kurdistan (YXK)

Vereinigung der demokratischen Jugendlichen Kurdistans (KOMALEN-CIWAN), vormals: Bewegung der freien Jugend Kurdistans (TECAK), früher: Union der Jugendlichen aus Kurdistan (YCK)

Volksfront für die Befreiung Palästinas – Generalkommando – (PFLP-GC)

Volksfront für die Befreiung Palästinas (PFLP)

Volksmujahidin Iran-Organisation (MEK)

Volksverteidigungskräfte (HPG), früher: Volksbefreiungsarmee Kurdistans (ARGK), Befreiungseinheiten Kurdistans (HRK)  
Wahrheit im Herzen (DWIH)

Yatim Kinderhilfe e. V.

#### 4. Extremism of other kinds

Bürgerbewegung Pax Europa – Landesverband Bayern (BPE Bayern)

DIE FREIHEIT Bayern

Pegida Nürnberg

Politically Incorrect Gruppe München (PI-München)

Reichsbürgerbewegung (i.e. exiled government German Reich' federal state of Bavaria' home society community of Chiemgau) and so-called self-administrators (persons' who declare' to have left the Federal Republic of Germany and define, for example, their flat' their house or their property as sovereign territory) Scientology Organisation (SO) and its subdivisions

### **Attachment 3: Declaration of consent for the use and publication of photos, audio and video recordings**

During the term of the GTC between the user (scaleup/startup, guest) and provider (WERK1) and beyond, the user agrees that the name of the user as well as logos created by the provider or handed over by the user to the provider as well as photo, audio and video materials depicting persons or the property of the company may be used free of charge for the information and public relations work of WERK1.Bayern GmbH. This includes, for example, publication on the company's own presentations such as its website, media channels (including social media channels), editorial reports, flyers or other advertising materials.

Use of the name, logos and recordings for purposes other than those described or forwarding to third parties (except official partners and service providers) is not permitted and may only take place with the separate consent of the user.

Consent may be revoked in whole or in part at any time in writing. The revocation shall only apply with effect for the future. Print and digital media already produced are excluded from the revocation.

### **Attachment 4: Service overview**

The following services are available to the user free of charge\* during the period of use. The offer can be changed, minimised or supplemented at any time. There is no entitlement to these services:

- o Common area "WERK1 Café" for the reception of guests & customers
- o Regular cleaning service in the areas
- o Craftsman services (at additional cost)
- o Free WLAN, set up individually for the user (see AGB WLAN / VLAN)
- o Free / discounted participation in events and workshops in the building
- o Regular network meetings & exchange formats
- o On-site sports courses (e.g. Pilates, Yoga - with registration)

\* if not explicitly stated otherwise

## Attachment 5: House Rules WERK1 General

1. Entrances and doors must not be wedged or blocked at any time.
2. Aisles must be kept clear at all times. No rubbish in front of office doors.
3. The parking of bicycles is prohibited in hallways and in front of stair entrances (escape routes).
4. Boxes / furniture / rubbish must be disposed of yourself (municipal recycling centres outside the premises).
5. In addition to the WLAN network professionally and individually set up for the user by the provider, no other WLAN network of one's own may be operated.
6. The communal kitchens must be kept clean. Dishwashers and refrigerators must be loaded and unloaded by the users themselves, and food must be checked for shelf life.
7. The shared toilets must be kept clean! In case of heavy soiling/clogging, the provider must be informed immediately.
8. The goods lift in the "main staircase in WERK1" may only be used for the transport of loads (e.g. when moving in and out or in special cases), but not for the regular commercial movement of goods. Passenger transport is not permitted.
9. The passenger lift in the "head building" as well as all passenger lifts in WORK1.4 may only be used for passenger transport, but not for the movement of goods or the transport of loads.
10. For questions or problems with the keys / access & parking chips, the provider is to be contacted exclusively and not the Werksviertel or WVV. A processing fee of at least EUR 50 will be charged for the rectification of problems caused by the user. The user is responsible for the use of the keys and/or chips personally assigned to him/her. Passing them on to others is not permitted.
11. Offices may not be used as living space.
12. Dogs may be brought along (until revoked by WERK1.Bayern GmbH), provided they do not constitute a nuisance to the business operations of WERK1.Bayern GmbH or the start-ups and coworkers based at WERK1.
13. Extraordinary soiling of the carpet surfaces that is demonstrably caused by the user will be professionally cleaned by WERK1.Bayern GmbH and invoiced to the user.



## Attachment 6: House Rules WERK1 Coliving

1. **Smoking:** Smoking is not permitted in our Coliving Apartments and in all general areas. E-cigarettes and smoking in open windows are also prohibited. So you may only smoke in the outdoor areas or on your balcony, but please close the door while smoking so that the smoke does not enter your flat. A penalty fee of €250.00 will be charged for non-compliance, plus any fees for cleaning up the mess and costs due to triggered fire alarms.
2. **Pets:** Pets are not allowed in the Coliving Apartment. A penalty charge of €150.00 plus any charges for removal of excessive dirt will be levied in the event of non-compliance.
3. **Parties or Events:** We like to party as much as you do and therefore organise several community events. Since you are not living alone here in WERK1, we ask you to refrain from private parties and excessive noise. We all want to experience a relaxed living atmosphere. Therefore, parties and events of any kind are not allowed. Violation of this rule will result in a fine of up to 500,00 € plus possible fees for the removal of contamination and/or damage.
4. **Excessive noise:** You are not our only guest, please be aware of that. Of course you can use the TV and listen to music, but at a reasonable volume that does not disturb the other residents. Treat others as you would like others to treat you. SILENCE TIME (23.00 - 07.00).
5. **Excessive dirt:** Yes, you should feel comfortable with us at WERK1. Nevertheless, make sure that you keep our flats in a tidy condition. Our cleaning staff don't want any nasty surprises either. If we discover excessive dirt during your stay or after your check-out that requires additional cleaning, we may charge you a penalty fee of up to €500.00.
6. **Cleaning, Cleanliness, Smell:** Your flat will be cleaned once a week. In the meantime, please tidy up yourself. Please air your room regularly. Especially during and after cooking! Do not use any smelly ingredients or spices that could disturb others! Your room must be checked and cleaned by one of our cleaning staff at least every 3 weeks. If you reject or refuse cleaning several times, we reserve the right to charge you an additional cleaning fee of €100.
7. **Illegale substances:** Illegal substances are strictly forbidden on our campsites! Any violation will result in an immediate move out and a lifelong house ban.
8. **Alterations to the room:** any changes to the interior (painting the walls, attaching pictures and shelves with nails and screws, etc.) are not permitted. However, as our mobile shelving systems can be customised, you are free to place them as you wish.
9. **Pornographic production or prostitution:** are strictly prohibited and will be prosecuted. In addition, the violation will lead to direct recourse to our house rights.
10. **Theft:** No explanation is really necessary here. You don't want anything to be stolen. In case of non-compliance we will charge you the full cost of the item as well as a penalty fee of up to 100,00 €. Any offence will result in immediate eviction and a lifetime ban from the premises.
11. **Communication:** You will meet our staff on site, do not hesitate to ask us if you have any

questions. We also offer other ways to get in touch with us. Read more in our [FAQs](#).

12. **Damage:** You must inform us immediately of any damage. Even if you consider the damage to be null and void, a short notification would be desirable. If this is not done, we can charge you for the damage.
13. **Check-In & Check-Out:** According to our policy, your flat will be available to you from 2 pm on the day of arrival. On the day of departure you must have left the room by 10 a.m. at the latest.
14. **Kitchen:** Please always label your food and drinks if you want to keep them in the fridge. Unlabelled food (without name and date) will be fed to the wolves. If you move or use kitchen equipment, please put it back in its place after you have used it. If you spill something, clean it up :). Please also clean all your dishes after you use them, because your parents don't work here (yet). Spread love, not germs - your health and safety are our priority! Please wash your hands regularly. Also, make sure that cooking does not produce excessive smoke that could set off the fire alarms. In this case, charges may apply.

## **Attachment 7: GTC WIFI / VLAN**

### **A. Service description**

1. WERK1.Bayern GmbH, Am Kartoffelgarten 14, 81671 Munich, Germany (hereinafter referred to as "WERK1") provides the following service (hereinafter referred to as the "Service") to you as the user: the possibility of accessing the Internet using wireless technology (so-called Wireless Local Area Network, WLAN - partially in addition to VLAN) from certain locations where access points for the Service in question are located (hotspot), and of sending and receiving data via the Internet.

2. The provision of the service depends on the respective technical and operational possibilities. The provision of the service at all times and without interruption is not guaranteed. The service may be impaired by geographical, atmospheric or other conditions or circumstances beyond the control of WERK1. The transmission speed during use depends, among other things, on the network load of the Internet backbone, on the transmission speed of the selected servers of the respective content provider and on the number of users at the respective hotspot.

3. There is no obligation to grant access at the respective location or to provide the service at certain locations or at further hotspots. Insofar as the use of the service is made possible free of charge, WERK1 reserves the right to discontinue, restrict or change the service at any time. A justification for this is not required. In the event of suspicion of disproportionate uploads or downloads and/or unlawful use, WERK1 is entitled to block or restrict access at any time.

4. The wireless connection is made without security encryption. WERK1 therefore cannot rule out the possibility of third parties gaining access to the data transmitted between the user and the hotspot.

### **B. Terms of use**

#### **I. Use**

The service is available to users at hotspots that provide a corresponding offer in accordance with the terms of use described here. By using the service, the user automatically agrees to the terms of use.

#### **II. Prerequisite for use**

The use of hotspots requires an operational end device (e.g. laptop or smartphone) with a WLAN-capable interface. Furthermore, a suitable operating system, a web browser, the latest driver software for the WLAN hardware and an appropriate IP network protocol must be installed and the system must be configured as a DHCP client. The user is responsible for creating the conditions for use.

### III. Duties and obligations of the user

1. the user is obliged to,

a. not to use the service provided for the operation of a server and/or for the permanent networking or connection of locations or telecommunications equipment;

b. to protect access to the service from unauthorised access by third parties and to protect the registered devices from access by unauthorised third parties;

c. not to make the service available to third parties in return for payment or other benefits or to pass it on; likewise, connections may not be established for third parties (in particular in return for payment);

d. to observe the general laws, in particular criminal laws, competition regulations etc., when using the service and to respect the rights of third parties, in particular copyrights, licensing rights, rights of use etc.. In particular, the user undertakes,

- not to offer copyrighted works in file-sharing networks without permission or to exploit them in any other way;
- to ensure that the content posted, accessed or otherwise made available or used by him or via his access to the service does not infringe the rights of third parties and is not punishable, immoral or otherwise unlawful; this includes, in particular, information which, within the meaning of Sections 130, 130a and 131 of the German Criminal Code (StGB), serves to incite hatred, incite to commit criminal offences or glorify or trivialise violence, is sexually offensive, pornographic within the meaning of Section 184 of the German Criminal Code (StGB) or is suitable for such use glorifies or trivialises violence, is sexually offensive, is pornographic within the meaning of section 184 of the Criminal Code or is likely to seriously endanger the morals of children or young people;
- to observe the provisions of the Interstate Treaty on the Protection of Minors in the Media and the Protection of Minors Act;
- to comply with these conditions when accessing content or software which is the property of or licensed by third parties and which requires the fulfilment of certain conditions of use.

e. The user is liable for his employees and guests and is obliged to inform them of this agreement.

2. The user is also obliged in particular to refrain from the following:

a. unsolicited and/or covert sending of information, programmes and other content, e.g. mass e-mails or SMS with unsolicited and unsolicited advertising (so-called spamming) or e-mails with file attachments such as dial-up programmes;

b. unlawful contact by means of telecommunications (so-called stalking; section 238 of the Criminal Code);

c. unauthorised retrieval of information or data and unauthorised intrusion into data processing systems or networks.

3. The user is responsible for,

a. to ensure that all equipment used by the user to access the service is suitable for this service and is adequately protected against threats and data access by third parties, e.g. viruses, worms and Trojan horses, by means of virus scanners, firewalls, etc;

b. to ensure encrypted transmission of the data transmitted by him or to him using the service, e.g. by using SSL encryption (including https), VPN;

c. to use all equipment of the user in accordance with the operating instructions of the respective manufacturer.

4. If the user violates his duties and obligations under this section, WERK1 is entitled to block access to the free service at any time.

#### **IV. Data security**

1. The user acknowledges that WERK1 cannot guarantee that the service is protected against unlawful access or use due to the nature of the service.

2. WERK1 accepts no liability for information and data transmitted by the user via the service and/or the Internet being viewed, intercepted or altered by third parties during transmission, originating from the alleged sender or reaching the intended recipient.

#### **V. Content responsibility and liability of the user**

1. The user bears sole responsibility towards WERK1 and third parties for all content which he/she transmits or otherwise disseminates via access to the Internet or the service (e.g. also via e-mail, newsgroups, chat services). This also applies to content transmitted or distributed accordingly by third parties for whose access to the service the user is responsible. The content is not subject to review by WERK1.

2. The user indemnifies WERK1 against all claims by third parties which are based on a breach of the user's obligations under the section "Duties and Obligations of the User", an unlawful use of the services and the services associated therewith by the user or on corresponding actions by third parties for whose access to the service WERK1 is responsible. This applies in particular to claims arising from data protection law, copyright law or other legal disputes connected with the use of the services. If the user recognises or must recognise that such a breach is imminent, there is an obligation to inform WERK1 immediately.

#### **VI. Liability of WERK1**

1. In the provision of telecommunication services, WERK1 shall only be liable for financial losses not caused intentionally up to an amount of € 1,500 per end user. If the liability for damages arises from a uniform act or from a uniform event causing damage to several end users and this is not based on intent, the liability for damages shall be limited to a maximum of € 250 thousand in total, notwithstanding the limitation in sentence 1. If the compensation payable to several aggrieved

parties due to the same event exceeds the maximum limit, the compensation shall be reduced in the same proportion as the sum of all compensation claims bears to the maximum limit. The limitation of liability according to sentences 1 to 3 does not apply to claims for compensation for damage caused by delay in the payment of damages.

2. WERK1 shall have unlimited liability for culpably caused damage resulting from injury to life, limb or health. WERK1 shall have unlimited liability for damage to property and financial loss outside the scope of application of clause 1 in the event of intent and gross negligence. Otherwise, WERK1 shall only be liable in the event of culpable breach of material contractual obligations, whereby liability shall be limited to compensation for foreseeable damage typical of the contract. A material obligation is an obligation whose fulfilment is essential to the proper performance of the contract, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the user may regularly rely.

3. Liability under the Product Liability Act remains unaffected, as does liability for fraudulently concealed defects or within the scope of an assumed guarantee.

4. In the event of gross negligence, WERK1 shall only be liable for the loss of data under the conditions and to the extent of clause 2, insofar as the user has backed up his data in a suitable form at appropriate intervals with regard to the respective application, so that it can be restored at reasonable expense.

5. The liability of WERK1 for all other damages is excluded.

### **C. Data protection**

In order to provide the service and troubleshooting, WERK1 temporarily stores the traffic data (IP and MAC address) of the registered devices. This data is deleted again no later than 48 hours after the connection.