

# Standard Terms of Use

## Of <http://lufthansa.city.center.com>

The following Standard Terms of Use (STU's) define the contractual relationship between

- a) **Lufthansa City Center International GmbH**  
Lyoner Straße 36  
60528 Frankfurt am Main  
Federal Republic of Germany  
(Hereinafter referred to as "**LCCI**").

as the operator of the Internet presence being accessible under the above top-level domain "[www.http://lufthansa-city-center.mypage.lcc.de/](http://www.http://lufthansa-city-center.mypage.lcc.de/)" (hereinafter referred to as the "**Internet Presence**"), and

- b) **You**  
as the person visiting the Internet Presence via the above top-level domain (hereinafter referred to as the "**User**").

### I. General Terms

1. By accessing the Internet Presence, the User accepts these STU's in full, unconditionally, unrestrictedly, without reservation or alteration.
2. By accessing this Internet Presence, the User agrees to use any information and data provided within this Internet Presence (hereinafter referred to as the "**Content**") only in accordance with these STU's.

### II. User Obligations

By accessing this Internet Presence, the User explicitly acknowledges that he/she shall be barred from

- a) accessing or using this Internet Presence or any part of its Content or technical structure in a way violating the applicable statutory law,
- b) accessing or using this Internet Presence or any part of its Content or technical structure in any way or by employing any technical procedures not being in accordance with these STU's,
- c) performing any actions aimed at causing or being likely to result in loss of data, malfunction of or damage to this Internet Presence, its Content or technical integrity, and/or

- d) uploading, transmitting, spreading or implementing of software intended to or capable of causing damage to this Internet Presence, including viruses and all related software to be considered malware or spyware ,
- e) attempting to alter or amend any Content or any aspect of this Internet Presence,
- f) attempting to abuse the infrastructure of this Internet Presence by using it for any purpose other than accessing the Content in the intended way.

LCCI reserves its right to examine and prosecute any violation of copyright and to claim for damages.

### III. Forecast Information

Insofar as the Content of this Internet Presence includes forecasts, forward-looking statements, any predictions, statements and reference to future events have been made to LCCI's best knowledge and believe. However, by accessing this Internet Presence, the User acknowledges that these forward-looking statements represent the subjective expectations and estimations of LCCI only, and that LCCI, does not bear any responsibility for the occurrence of future events and the precision and reliability of any forward-looking statements made. Sentence 1 applies accordingly to any declarations of intent made by LCCI, directly or indirectly, as part of the Content.

### IV. Copyright

By accessing this Internet Presence, the User acknowledges that this Internet Presence, the Content and any of its components, including, but not being limited to, any textual information, photographic and graphic illustrations, design elements, overall appearance, software structure and source code, are protected by copyright, unless explicitly stated otherwise. By accessing this Internet Presence, the User is not licensed or otherwise entitled to copy, republish, store or otherwise use any Content and any other component of this Internet Presence protected by copyright without prior written consent of LCCI. LCCI reserves its right to examine and prosecute any violation of copyright and to claim for damages.

### V. Data Protection

#### 1. *Collection of Personal Data*

By accessing this Internet Presence, the User acknowledges that the collection, processing and use of user-related personal data is required by LCCI to maintain this Internet Presence and offer public access to its Content. Especially, the User acknowledges that LCCI collects, processes and uses, immediately or via third-party services, data on each user access to the Internet Presence, by means of automatically operated server protocols ("log files"). The User's personal data collected , processed and used by LCCI by means of accessing this Internet Presence solely comprises the following types of data:

- IP-Address

(hereinafter referred to as the “*personal data*”). If this Internet Presence includes an option to enter further personal data, or if the User provides LCCI with his/her personal data by e-mail or other means of contact, any personal data transmitted by the User shall be considered as being provided by the User on a voluntary basis. However, for the protection of any personal data of the User, irrespective of source, the regulations set forth in this Section V shall apply.

## **2. Legal Basis**

The collection and use of any User-related personal data performed by LCCI out of and in connection with this Internet Presence is made pursuant to the regulations of the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). LCCI only collects, uses and passes on personal data if this is legally permissible or the users concerned have given their consent for the data to be collected. LCCI takes all reasonable measures to ensure the protection of the User’s personal data. LCCI undertakes to oblige its employees and any third party involved in the operation and maintenance of this Internet Presence, accordingly.

## **3. Purpose of the Collection of Personal Data**

LCCI collects, processes and uses the User’s personal data solely for the purpose of offering the User access to the Content and providing the online information contained therein. LCCI will store any personal data of the User solely on servers and within databases located in the Federal Republic of Germany.

The use of the personal data by LCCI is generally limited to processing of statistical evaluations required to operate and maintain the Internet Presence and ensure its security. However, LCCI explicitly reserves the right to directly examine the individual access information collected from the User for cause, especially on specific grounds for justified suspicion of illegal use.

In case the User actively seeks to make contact with LCCI (e.g. by means of using the online form provided in the “Contact” section, by email or by employing any other contact information provided by LCCI within this Internet Presence), the User’s statements and contact information will be stored by LCCI only for the purpose of processing the request and in order to answer any subsequent questions. However, no further use will be made of the User’s personal data without the User’s express permission. LCCI will, especially not use any personal data of the User for direct advertising purposes without having obtained the User’s explicit consent in due form.

## **4. Inclusion of Third Party Content**

Upon accessing the Internet presence, the User acknowledges that as an integral part of this Internet Presence, third-party content may be embedded or otherwise included (e.g. YouTube videos, services based on Google Maps, RSS feeds, online document viewing tools etc.; hereinafter conjointly referred to as “*Third Party Content*”). The User acknowledges that LCCI does not accept any

responsibility whatsoever regarding Third Party Content. Especially, the User acknowledges that the provision of such third-party content may require LCCI to grant the respective provider of such content (hereinafter referred to as “*Third Party Content Providers*”) access to the User’s IP Address.

Additional personal data of the User may be collected by the Third Party Content Providers within the Third Party Content. The User acknowledges that LCCI will not share, examine, store or process any data collected by Third Party Content Providers, and that LCCI may not provide the User with any legal or technical information regarding the Third Party Content, its workings, the amount, type and purpose of personal data collected by any Third Party Content Provider . Furthermore, LCCI will under no circumstance provide any legal assistance in enforcing any User’s claims vis-à-vis Third Party Content Providers, including those referring to data protection issues.

The User is asked to obtain any information regarding the Third Party Content, including information regarding the User’s personal data, directly from the respective Third Party Content Provider. LCCI will take reasonable measures to include contact information regarding each Third Party Content Provider with the Imprint, available. However, LCCI does not assume any responsibility for accurateness and timeliness of any contact information made available to LCCI by the respective Third Party Content Provider himself.

## **6. *Special Terms regarding Piwik Cookies***

The User acknowledges that this Internet Presence is using Piwik, an open-source software for the statistical evaluation of user access. Piwik itself is based on the transmission of text files that are stored on the Users’ Internet access device and may be accessed and altered by Piwik each time the User revisits this Internet Presence (hereinafter referred to as “*Cookies*”), thus enabling LCCI to perform statistical analysis of the website’s use by users. The data collected by Piwik does not include personal data of the User within the meaning of Section V, the IP address being anonymised by Piwik before being stored.

Upon accessing the Internet Presence for the first time, the User has been asked to explicitly permit the transmission and storage of the above Piwik Cookie. In case the User has declined his permission, no Piwik cookie will be transmitted, and no User-related data will be stored and processed by Piwik. However, the User acknowledges that in this case, the Content may remain, partially or in general, inaccessible to the User, and/or technical functions implemented with the Internet Presence may be unavailable to the User, may cease to operate or may refuse to behave as intended. The same applies in case the User takes access to the Internet Presence using an access device unable or deliberately set up not to accept the transmission of cookies. LCCI, therefore, explicitly asks the User to leave the Internet Presence immediately in case the Piwik Cookie may, for whatever reason, not be transmitted. LCCI shall not be liable for any damages resulting from the User’s attempt to access the Internet Presence without accepting the transfer of Cookies.

## 7. Security

Upon accessing the Internet Presence, the User acknowledges that it is not possible to completely exclude unauthorised third party access when transmitting data via the Internet. However, LCCI's liability for preventing unauthorised access is limited to the degree of fault and foreseeability.

## 8. User Rights

Upon the User's request, LCCI will provide the User, free of charge, with information regarding the User's personal data being stored by LCCI. The User is entitled to opt out of the storage of personal data by LCCI at any time with future effect. Furthermore, the User is entitled to claim for having erroneous personal data corrected and personal data blocked and deleted, provided this is not ruled out by a statutory obligation to retain data.

For all concerns about collection, processing and use of personal data, the User may contact the person in charge at LCCI, available under the following contact information:

[websitesupport@lcc.de](mailto:websitesupport@lcc.de)

LCCI advises that in case the User should have ordered LCCI to block or delete his/her personal data, LCCI may no longer be able to make information pursuant to Sentence 1 available to the User or provide requested information.

## VI. Liability

1. LCCI is liable to the User only for damages resulting from malicious intent or gross negligence, including damage resulting from the malicious intent or gross negligence of assistants or legal representatives. In the case of damages resulting from the gross negligence of assistants, the liability is limited to typically foreseeable damages.
2. In the case of simple negligence, including the simple negligence of an assistant or legal representative, LCCI accepts liability vis-à-vis the User for any damage resulting from the violation of cardinal obligations, that is obligations whose fulfilment enable the orderly fulfilment of the Agreement and on whose compliance the contractual partner can normally rely.
3. In any case not subject to paragraph 1 or 2, LCCI shall not be liable for any immediate or indirect, incidental, consequential, or punitive damages arising out of and in connection with the User's access to this Internet Presence or the use of any Content.
4. LCCI waives any and all responsibility with regard to external content, references and links included with this Internet Presence. Especially, LCCI may neither control nor supervise any third party content to which this Internet Presence is linked or to which reference is made within this Internet Presence by any other technical means, unless LCCI has intentionally transmitted incorrect data, transmitted

incorrect data as a result of gross negligence, or transmitted incorrect data despite severe concerns regarding its correctness. LCCI is not liable for the functionality and availability of the Internet Presence or the server on which the Internet Presence is hosted, nor is LCCI liable for power outages or failures of servers which are not in its sphere of influence.

## **VII. Amendments**

LCCI reserves the right to revise, change or amend any part of these STU's, including the data protection regulations pursuant to Section V at any time, without announcement and further notice. The User is obliged to review the STU's each time the User takes access to the Internet Presence. LCCI waives any liability for damages claims resulting from the fact that any revisions, changes or amendments pursuant to Sentence 1 have not been noticed by the User.

## **VIII. Governing Law and Jurisdiction**

These STU's shall be governed by and construed in accordance with German law, excluding the United Nations Convention for the International Sale of Goods (CISG) and the conflict of law rules. The Parties hereby submit to the jurisdiction of the local courts of Frankfurt, if legally permissible, and if no other court is, pursuant to coercible law, solely competent.

## **IX. Severance**

Should one or more provisions of these STU's be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of these STU's. The same shall apply if the Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual gap, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention as regards the invalid, unenforceable or missing provision. The legal principle contained in § 139 of the Civil Code, including in the sense of a reversal of the burden of proof, shall not apply.