



## General conditions of use of public Wifi

Making tools and means of access to information and communication technologies available to the public is part of COVIVIO's public service missions. The aim is to offer access to the greatest number of people to a resource that has become indispensable for personal and professional development.

**The purpose of this document is to clarify :**

- The general conditions of use of computer means and resources (Internet connections and Wifi terminals)
- The commitments and legal responsibilities of the users of these resources

**These conditions apply by right to any person using the wifi service offered by COVIVIO.**

### Chapter I: Conditions of access

**Internet access is freely available to persons frequenting equipped public places.** The use of this service by minors is under the sole responsibility of their parents or legal guardians.

### Chapter II: Specific Internet-related obligations

**II.1 COVIVIO reminds users that the information available on the Internet may be protected by rights or may infringe the legal provisions in force.** Users therefore refrain from transmitting or downloading on the Internet any data that is prohibited, unlawful, illegal, contrary to morality or public order and that infringes or is likely to infringe upon the rights of third parties and in particular intellectual property rights.

**II. 2 It is expressly pointed out that the Internet is not a secure network.** Under these conditions, it is the responsibility of users to take all appropriate measures to protect their own data and/or software, in particular from contamination by any viruses circulating on the Internet network or from intrusion by a third party into their terminal system (laptop, personal assistant or mobile) for any purpose whatsoever, and to make backups on their laptop and personal assistant before and after the Service is set up.

**II. 3 The User also acknowledges that he is fully aware of the unreliability of the Internet network,** particularly in terms of the lack of security for data transmission and the lack of guaranteed performance in terms of the volume and speed of data transmission.

The User acknowledges being informed that the integrity, authentication and confidentiality of the information, files and data of any kind that he wishes to exchange on the Internet network cannot be guaranteed on this network. The User must therefore not transmit via the Internet any messages whose confidentiality he or she would like to see guaranteed in an infallible manner.

**II.4 The User shall refrain from any fraudulent, abusive or excessive use of the Service, such as, in particular, the voluntary or involuntary congestion of COVIVIO's mail servers and/or e-mail recipients by spamming, bulk e-mail, junk e-mail or mail bombing or of its network, or the sending of attractive messages that necessarily generate a large number of responses (teasing or trolling), which may thus disrupt the availability of said servers or network, and assumes full responsibility for such use of the Service.**

**II.5. With regard to products or services on the Internet network, the User shall address directly to the content providers any claim** relating to the performance of services rendered by them or the sale of products by them.

**II.6 COVIVIO also warns the User** about the nature and diversity of content available on the Internet, which may be harmful to minors.

### Chapter III: Legal obligation of the user against piracy

**III.1. In accordance with Article 5 of Law No. 2009-669 of 12 June 2009 promoting the dissemination**

**and protection of creation on the Internet, the User is informed of the provisions of Article L.336-3 of the Intellectual Property Code (hereinafter "CPI") :**

"The person who has access to online communication to the public services is under an obligation to ensure that such access is not used for the purpose of reproduction, representation, making available or communication to the public of works or objects protected by copyright or related rights without the authorisation of the holders of the rights provided for in Books I and II where such authorisation is required. Failure by the person having access to the works or objects to comply with the obligation laid down in the first subparagraph shall not result in criminal liability on the part of the person concerned'.

**III.2. The User is informed that the High Authority for the Dissemination of Works and the Protection of Rights on the Internet (HADOPI) may be required to take the following measures:**

- **When HADOPI is seized of facts likely to constitute a breach of the obligation** defined in article L.336-3 of the CPI, HADOPI may send, under its stamp and on its behalf, to the User via COVIVIO a recommendation containing a reminder of its obligation under the above-mentioned article L.336-3, an injunction to comply with it as well as any useful information concerning the fight against piracy, and any means of security that may exist. It will notably include the date and time of the facts in question and the contact details to which HADOPI can be reached by the User;
- **In the event of renewal within 6 months of the sending of the recommendation** referred to above, HADOPI may issue a new recommendation containing the same information as the previous one by electronic means under the same conditions as referred to above. HADOPI may attach to such a recommendation a letter delivered against signature or any other means of proof of the date of dispatch of the recommendation.

**III.3. In addition, the User is informed that the violation of copyright and related rights** within the meaning of the CPI by the User is an offence punishable by the criminal penalties provided for in articles L.335-2, L.335-3, L.335-4, L.335-5, L.335-6 and L.335-7 of the CPI. In addition, the User is liable to civil penalties in compensation for the prejudice suffered by the beneficiaries.

## **Chapter IV. Commitment of COVIVIO**

**IV.1 COVIVIO is not responsible for the contents accessible on the Internet** and for any damage that may arise from their use unless such damage has been caused intentionally by COVIVIO.

Given the secrecy that private correspondence must enjoy, COVIVIO has no control over the content or characteristics of the data received or transmitted by the User on its network and/or on the Internet. However, in order to ensure the proper management of the Internet access system, COVIVIO reserves the right to delete any message or prevent any operation by the User likely to disrupt the proper functioning of its network or the Internet network or which does not comply with the rules of operation, ethics and deontology.

Exceptions to this rule of confidentiality may be made to the extent permitted by law, at the request of public and/or judicial authorities.

**IV COVIVIO cannot be held responsible for the use of data and information that the User may have entered or retrieved on the Internet.**

COVIVIO disclaims all liability for the consequences of fraudulent, abusive or excessive use of the Service by one or more Users, such as, in particular, voluntary or involuntary congestion of COVIVIO's mail servers or email recipients by spamming, bulk e.mail, junk e.mail or mail bombing (teasing or trolling) that may disrupt the availability of said servers or network.

**IV.3. COVIVIO's responsibility cannot be engaged:**

- if a WLAN IEEE 802.11b/g network card is not compatible with COVIVIO's consumer WiFi network (in particular if the laptop or card settings are different from those set up on COVIVIO's public WiFi network),
- in case of misuse of the Service by the User,
- in the event of incorrect installation and/or configuration and/or malfunction of the Notebook, the User's PDA and/or the IEEE 802.11b/g WLAN network card,
- in the event of non-compliance by the User with its obligations,
- in the event of improper use of the Service,
- in the event that a company's virtual private network cannot be accessed via the Internet,
- in the event of disruptions and/or total or partial unavailability and/or interruption of all or part of the services offered on the networks operated by third party operators
- in case of force majeure as defined by the jurisprudence of the Court of Cassation.

## **Chapter V. Responsibility of the user**

**The User is solely responsible** for any direct or indirect, material or immaterial damage caused to COVIVIO and/or third parties as a result of his/her use of COVIVIO's Internet Service.

## Chapter VI. Security

**Communications via the Service shall in principle have the same level of security as standard Internet communications.** Absolute protection against intrusion or eavesdropping cannot be guaranteed. COVIVIO declines all responsibility for such events.

**If the User wishes to increase the level of security, he** can install security software himself, such as firewalls or VPNs (Virtual Private Networks). In the case of third party software, COVIVIO is not responsible for the operation of security software.

**As a general rule, access to company data (Intranet, Office applications, etc.) presupposes the installation of appropriate security software** on the mobile terminal (laptop, PDA, etc.) and on the company server concerned. Since this software is provided by a third party, COVIVIO declines all responsibility for its proper functioning.

## Chapter VII. Personal data

### Who is the controller?

This is Covivio S.A. whose registered office is located at 18, Avenue François Mitterrand, 57 000 Metz (France) jointly with its affiliates).

### Why do we process your data?

We process your data in order to provide you with access to the internet. The legal basis for the processing of your data is your consent and compliance with our legal or regulatory obligations.

### What data do we process?

This is the information you have just completed in the form as well as data relating to your connections: Internet Protocol (IP) address, information relating to configuration (type of machine, browser, etc.) and navigation: date, time, pages consulted, occurrence of errors, etc.

### Who are the recipients of your personal data?

It's about:

- of NAITWAYS' authorised personnel in its capacity as access provider and subcontractor of personal data on behalf of COVIVIO.
- where appropriate and at their request, competent administrative or judicial authorities.
- Where applicable, COVIVIO and the Covivio Group (Covivio and its subsidiaries)

### In no case your personal data are the subject of commercial transactions with third parties.

If they were to be transmitted outside the European Union, we would ensure that the regulations in force for this type of transfer were complied with.

### What are the storage periods?

The data relating to your use of the services I will not be kept in a form allowing your identification beyond 30 days.

**If you have agreed to be contacted by COVIVIO by ticking the appropriate box, you will then be considered as a Covivio Contact. As such, we may need to retain your data for a longer period of time in accordance with our data processing policy which you can view [here](#).**

### What are your rights?

**Under the conditions framed by the regulations relating to the protection of personal data, by contacting [dpo@covivio.fr](mailto:dpo@covivio.fr) :**

- You can request further information on the processing of your personal data.
- You have the right to access, rectify and carry your data.
- You have the right to request the deletion of data concerning you or a limitation of their processing, as well as the right to object to the processing of such data. Your request will be examined with regard to compliance with our legal and contractual obligations.
- Where the sole legal basis for the processing operation is your consent, you have the right to withdraw it at

- any time.
- You have the possibility to lodge a complaint with a supervisory authority.
- For any request, please contact the Data Protection Officer: [dpo@@covivio.fr](mailto:dpo@@covivio.fr)

**Ensuring the security of your data is important to us.**

COVIVIO and NAITWAYS are committed to implementing the technical and organizational measures necessary to ensure the security of your personal data in order to guard against intentional or unintentional manipulation, loss, destruction or unauthorized access.

**Evolution of our processing policy**

This policy reflects our current standards, which are subject to change. Any changes will take effect upon publication of the last updated version of this policy.