

## **Société Française du Radiotéléphone**

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## **General Conditions of Use concerning the WiFi Cité service**

### **Article 1 - Purpose**

The purpose of the present document is to lay down the conditions of use of the WiFi Cité service, hereinafter designated as the "Service", offered by SFR. That service enables an user possessing a portable computer *as well as a cell telephone to receive his access codes* to connect with the wireless and broadband Internet from areas covered by the WiFi Cité network, hereinafter designated as "the User". The User of the Service is considered by SFR as the holder of the cell telephone number filled in at the time of the session request detailed in the present General Use Conditions.

The Service includes the basic Internet access functions: supply of an IP address (access to DNS, gateway to the Internet, allowing Internet browsing, access to emails...). The Service does not include supply of a mailbox or hosting of web pages.

The Service is accessible from any computer equipped with a W-LAN network card (IEEE 802.11b or g) as long as it respects the WiFi Alliance specifications and the network card is certified IEEE 802.11b or g.

The Service enables the User to connect with the Internet (World Wide Web), to communicate by means of an email system, and to download files without any limitations on the volume of data exchanged. However, SFR does not guarantee the communications with the company networks, so the User himself will have to verify the technical possibility of connecting with his company's private network.

### **Article 2 - Access to the Service**

#### 2.1. Coverage

Access to the Service is possible every day around the clock, except for periods of network maintenance, which are announced on the portal. It is available only at the locations covered by the "WiFi Cité" Service, a list of which is available on the site under the heading "FAQ".

#### 2.2. Conditions regarding access to the Service

Use of the service is free and unlimited for a duration of three (3) months starting with the time of inauguration of the Service by SFR.

Access to the entire Service (certain links on the portal having unrestricted access) is granted through the request for successive sessions. Each session is indivisible and valid for one (1) month at most, starting with the time of the first authentication by the User on the local access portal of the hotspots, within the limits of the free service period.

The session requests may be renewed without any limitation, particularly in case of loss of the access codes, throughout the period for which the Service is free.

#### 2.3. Service access procedures

To be able to use the Service, the User must have the equipment defined in article 1 of the present conditions, make sure it is activated, and launch the Internet browser. He then accesses, directly, the home page of the SFR WiFi portal of the city. In case of access to another portal, the User must enter the network name (SSID): "SFR WiFi" (respecting the capital and lower-case letters).

Use of the entire Service (certain links on the portal having unrestricted access) requires an advance request for a free connection session, and hence obtaining personalized access.

To obtain them, the User who has accessed the home page of the SFR WiFi Cité must, in the authentication zone, click on the icon "Obtain your access codes". He then enters his cell phone number in the dedicated space.

- If he has a cell phone subscription, whoever the operator may be, on the metropolitan territory, he enters the number in the format 06xxxxxxx.
- If he has a cell phone subscription abroad, he enters the number in the international format, putting the dialing code first: for instance +447723456789.

Finally, he clicks on "Send" and receives his access codes in the following minutes (user name and password) via SMS on his cell phone, hereinafter designated as "the access codes".

To reconnect, if the User already has his access codes, he directly fills in the space called "user name and password" and accepts the General Conditions of Use, and clicks on "Connect".

Since the access codes are valid for the entire period of validity of the session, the User is urged to keep his codes for the entire duration of their validity so as to be able to reconnect.

However, in case the User loses his access codes, he is invited to make a new request, respecting the procedure mentioned in the present article.

## Article 3 - Service User's Commitment

### 3.1. Service access codes

All of the elements enabling the SFR User to identify himself "the access codes" and to connect with the Service are personal and confidential. The User undertakes to keep the access codes secret and not to disclose them in any form whatsoever. By using the said access codes, the User enjoys personalized and exclusive access to the Service. Hence, he agrees not to transfer them to any third parties. The User remains entirely responsible for any access to the Service using the User's access codes.

The access codes are addressed to the Users by way of their cell phones at the number filled in at the time of the session request. The said telephone number makes it possible to identify users and to follow up on the operational connection information required under the provisions applicable to the anti-terrorism act mentioned in article 4.2 of the present General Conditions of Use. The User undertakes to communicate only his own cell telephone number.

In case of proceedings, only the holder of the cell telephone number communicated may be held liable.

### 3.2 - Specific obligations related to the use of the Internet

3.2.1 With respect to using the Internet, the User is informed that the Internet is a network carrying data that can be protected by intellectual property rights or can infringe the legal provisions in effect. Hence, the User agrees not to transmit, on the Internet, any data that are prohibited, illicit, illegal, contrary to good morals or public order and impairing, or which could impair, the rights of third parties, and particularly intellectual property rights.

3.2.2 It is explicitly recalled that the Internet is not a secure network. Under those circumstances, it is up to the User to take all appropriate measures for protecting his own data and/or software, particularly against contamination by possible viruses circulating on the Internet network or against intrusion by a third party into the system of his terminal (portable computer, personal assistant or cell phone) for any purpose whatsoever, and he must make backups on his portable computer prior to and after installation of the services.

3.2.3 The User also acknowledges that he is fully informed of the lack of reliability of the Internet network, quite particularly in terms of lack of security relative to data transmission and to the lack of guarantee of performance relative to volume and speed of data transmission.

The User acknowledges that he is aware that integrity, authentication and confidentiality of the information, files and data of all kinds that he wishes to exchange via the Internet network cannot be guaranteed on that network.

Hence the User must not transmit messages by way of the Internet network for which he wants to have an infallible guarantee of confidentiality.

3.2.4 The User agrees not to make any fraudulent, improper or excessive use of the services, such as, in particular, intentional or unintentional flooding of the email servers and/or of the addressees of email by unauthorized mailshots (spamming, bulk e-mail, junk e-mail or mail bombing) or of his network, or dispatch of attractive messages necessarily generating an impressive number of responses (teasing or trolling) which could impair the availability of the said servers or network.

3.2.5 With respect to products or services on the Internet, the User must send any complaint relative to the execution or the sale of the services directly to the content providers of those services.

3.2.6. In addition, SFR warns the User about the nature and diversity of the content available on the Internet network, which could harm minors.

## Article 4 - SFR's Commitment and liability

4.1. SFR applies all means available to it to ensure access to the Service even if cannot guarantee a data throughput rate. The fact is that the data throughput rate depends, in particular, on the number of users connected simultaneously.

4.2. SFR is not responsible for content accessible by way of the Internet and for the harm that may result from its use.

In view of the secrecy which private correspondence must enjoy, SFR does not exercise any control over the content or the characteristics of the data received or transmitted by the User on its network and/or on the Internet network. However, to guarantee proper management of the system providing access to the Internet, SFR reserves the right to delete any message or to prevent any operation by the User that could disturb the proper operation of its network or of the Internet, or not respecting the rules relating to operation, ethics and proper conduct.

Nevertheless, SFR informs the users of the Service that the new provisions applicable to the anti-terrorism struggle imply that the access supplier must record and keep, for a maximum duration of 24 months, the operating data concerning connections made by the users: sender, addressee, date and time of the beginning of the connection, date and time of the end of the connection, addresses visited with the exception of their content.

Exceptions may be made to the confidentiality rule within the limits authorized by law, at the request of the governmental and/or judicial authorities.

4.3. SFR may not be held liable for the use of the data and information that the User has introduced into the Internet network.

SFR declines any liability for the consequences of fraudulent, improper or excessive use of the Service, such as in particular, intentional or unintentional flooding of the email servers and/or of the addressees of email by unauthorized mailshots (spamming, bulk e-mail, junk e-mail or mail bombing) or of its network, or dispatch of attractive messages necessarily generating an impressive number of responses (teasing or trolling) which could impair the availability of the said servers or network.

4.4. SFR may not be held liable to the User:

- In case of incompatibility of a W-LAN network card (IEEE 812.11b or g) with the city's WiFi network (connected in particular with a parameterization of the portable computer or of the virtual session differing from the ones installed on the network),
- In case of improper use of the Service,
- In case of poor installation and/or poor configuration and/or dysfunction of the portable computer and/or of the W-LAN network card (IEEE 802.11b or g),
- In case the User does not respect his obligations,
- In case of the impossibility of access by way of the Internet to the virtual private network of a company,
- In case of use of the Service following a disclosure, a loss or a theft of the access codes, and more generally following use of the Service by an unauthorized person not resulting from a fault committed by SFR,
- In case of disturbances of interruptions,
- In case of disturbances and/or of unavailability total or partial, and/or of interruption of all or part of the services offered on the networks operated by Third Party Operators,
- In case of force majeure in the meaning of the case-law of the Cour de Cassation (Supreme Court of Appeals).

## Article 5 - User's liability

The User of the Service alone is liable for any direct or indirect, material or immaterial prejudice caused to third parties because of its use.

Since the User of the Service is considered by SFR as the holder of the cell telephone number filled in at the time of the session request, that User alone is responsible for any violation or any prejudice occurring in connection with use of the said Service.

## **Article 6 - Suspension / Cancellation**

SFR reserves the right to suspend access to the Service and cancel the session in case of the User's violation of one of his obligations, and in particular, in case of pirating or attempted illicit use of the information circulating on the network having the User's account as cause or origin, temporarily or definitively, without its being held liable and without the User's being entitled to claim any indemnification or compensation whatsoever.

At the request of third parties and/or of any competent authority, SFR reserves the right to suspend its services temporarily or definitively, without its being held liable in that connection and without the User's being entitled to claim any indemnification or compensation whatsoever.

## **Article 7 - Duration**

The contract is concluded as of the time of identification of the User on the access portal or portals of the city for a duration corresponding to the session requested by the User.

The User alone is responsible for the use of his access codes. Any use of the Service (data transmission...) made by using the User's access codes is regarded as having been made by the User himself.

## **Article 8 - Applicable law and assignment of jurisdiction**

The present contract is governed by French law.

Any dispute that arises in connection with construction or performance of the present contract shall be governed by the legal rules in effect regarding jurisdiction.