

## TERMS AND CONDITIONS OF SERVICE

### 1) Object

1. The following agreement lays down the general conditions for the management of the wireless network service named FVGWiFi provided by INSIEL S.p.A. on behalf of the Friuli Venezia Giulia Autonomous Region.
2. The aforementioned service is managed by INSIEL-Informatica per il Sistema degli Enti Locali S.p.A with sole member, Direction and Coordination Friuli Venezia Giulia Autonomous Region, with registered office at 43 San Francesco d'Assisi – 34133 Trieste.
3. The service is free of charge, without any extra costs and/or installation fees for the user; we specify that the end user shall provide at his/her own expenses for the necessary technical equipment in order to access the service. Notably, the service in question allows who owns a laptop computer, smartphones, tablets or PDAs supplied with a Wi-Fi network card (that can properly communicate with standard 802.11bg and/or n) to connect on the wireless Internet network.
4. When the service is used for the first time, the user declares that he/she has read and accepted all terms and conditions of service explicitly mentioned in the present agreement.
5. In no case INSIEL S.p.A. shall be held liable for the user's failure to or incorrect complying with any possible legal procedures and regulations in regard to this agreement.

### 2) Duration of service and implementation of agreement

1. The service is directed to whoever wants to use it in compliance with conditions included in this agreement.
2. The present agreement is finalized and therefore is considered to be concluded as soon as the user, after his/her registration and indication of his/her e-mail address, accepts the present "Conditions and Terms of Service", and grants his/her consent to the processing of personal data in accordance with the purposes described in the dedicated document. The e-mail address provided during registration may be used for communication regarding the service FVGWiFi.
3. The user's willingness of joining the service is expressed via internet in the dedicated page, in compliance with provisions provided in Article n. 7 of Decree Law 27.7.2005, n. 144, passed into Law 31.7.2005, n. 155. The user shall examine beforehand all technical and commercial information published on the same website.
4. The agreement has a duration of one year and shall automatically be renewed each following year.
5. INSIEL S.p.A. reserves the right to suspend and/or interrupt and/or change the service at any time and without notice, and shall not in any case be held liable to the user or third parties for the suspension or interruption of the service. If so, it will instantly cease any right of the user to access the service.
6. INSIEL S.p.A. may integrate and/or unilaterally modify, at any moment and without notice, the conditions and terms of the present agreement. The possible modification and/or integrations may be noticed to the user, by communication on the login page. Further use of the service subsequent to communication implies agreement to the new conditions.
7. Authentication and access data are not subject to expiration for a continued non-use of the service. However, considering the scarcity of resources, INSIEL S.p.A. reserves the right to apply future restrictions following an extended period of non-use. If so, INSIEL S.p.A. has the right to suspend with immediate effect the provision of the service.

### 3) User's obligations

1. The user agrees not to allow the use of the service in any way to third parties, of whose behaviour he/she assumes liability according to this agreement. The user agrees not to temporarily or permanently, with or without charges, transfer this agreement to third parties, without the informed consent of INSIEL S.p.A.

2. The user agrees not to use the service in ways that may harm or disturbance to the network of third parties, or that may infringe the present law and regulations. In particular, including without limitation, the user agrees not to introduce in the Web by means of the service material that may breach copyright laws or any other rights of intellectual or industrial property.
3. The user agrees:
  - a) A to use the service for personal purposes, notably he/she agrees not to use the service or commercial purposes;
  - b) not to send by e-mail advertising and/or promoting messages or communicate with other users and/or online discussion groups without requesting and having obtained their consent, or without the explicit request for such communication (spam);
  - c) not to send large amount of data, if not strictly necessary
  - d) not to breach the secret personal correspondence and the right to privacy.
  - e) not to use ad-hoc networks or other tools (e.g. sniffer) in the coverage areas that may negatively affect network performance, as well as breach the right to privacy of the users of the service;
  - f) to observe good manners that are used on the Internet network, known as "Netiquette"
  - g) to observe operative rules and indication that will be noticed by INSIEL S.p.A.
  - h) not to send over material and/or messages that may urge third parties to behave illegally and/or feloniously, that may result in criminal or civil liability;
  - i) not to introduce onto the Web any information that may contain pornographic, obscene, blasphemous, racist, libellous or offensive material.
4. The user warrants that he/she shall use only software which were legally bought by licence or that he/she was granted authorisation for using hardware and software necessary to the use of the service.
5. INSIEL S.p.A. reserves the right to unilaterally recede at any time, without justification or prior notice, and without compensation, from the present agreement, should it determine, at his sole discretion, that the user has breach any of the obligations referred to herein. Such breach may result also in recourse and/or compensation.

#### **4) Liability**

1. The user shall be held liable for all violations of this agreement and shall indemnify, substantially and judicially, and hold harmless INSIEL S.p.A. from any claim whatsoever, also from third parties for whatever reason, against all violation of this agreement and/or laws and regulations or administrative provisions.
2. The user accepts all responsibility and charges for the content and communications made through the service and agrees to hold INSIEL S.p.A. harmless against all claims and actions that may be taken by any subjects against INSIEL S.p.A. resulting from such communications. By accepting such responsibility, the user explicitly releases INSIEL S.p.A. form all responsibility and burden of proof and/or control.
3. The user agrees to hold INSIEL S.p.A. harmless against all losses, damages, costs and charges, including legal costs, whatsoever which INSIEL S.p.A. may incur, as the case may be, arising out of or in connection with the user's use of service.
4. The Wi-Fi network services is provided using frequency bands on a shared basis and limited protection against interference, therefore provision and quality of the service are not guaranteed.
5. INSIEL S.p.A. shall not be held liable for direct, indirect or consequential damages, losses and costs incurred by the user and/or successors in title and by third parties, arising out of or in connection with suspension or interruption of the service.

#### **5) Confidentiality**

1. As far as the network connection is concerned, the user hereby acknowledges and accepts the existence of an electronic register for the service (Log), completed and guarded by INSIEL S.p.A. in accordance with the law. The content of the Log has

absolute confidentiality and may only be shown to the competent authority after formal request. In order to identify with certainty where the connection comes from, the user acknowledges that INSIEL S.p.A. shall identify the user connected to the FVGWiFi network by access code, password and the IP address given during connection.

2. In the event of theft, the user agrees to promptly change the password following automatic procedures. In any case, it is understood that the user shall be held liable of all consequences deriving from the theft, or loss of the password.

#### **6) Suspension or other failures of service provision**

1. During the course of this agreement, the service may incur in interruptions, suspensions, delaying and failure of provision.
2. The user acknowledges that INSIEL S.p.A. shall not held liable for damages incurred by the user or third parties deriving from such interruptions, suspensions, delaying or failure of provision of the service, except in the case of fraud. In such cases, however, INSIEL S.p.A. will take measure to reduce any inconveniences for the user, possibly by giving necessary information and/or, if possible, suitable notice. The user acknowledges that INSIEL S.p.A. shall not held liable for any damages incurred by the user or third parties in the event of modifications and/or unscheduled or unforeseeable maintenance but technically necessary, or scheduled and foreseeable maintenance but duly noticed by INSIEL S.p.A.
3. In the event of change of technical conditions and regulations that may prevent normal service provision, INSIEL S.p.A. shall have the right to suspend at any time and without notice the service provision.

#### **7) Communications**

1. Any communications of the User to INSIEL S.p.A. regarding this agreement shall be addressed to: INSIEL S.p.A., with registered office at 43 Via San Francesco d'Assisi, 34133 Trieste, by means of registered mail or certified e-mail at [protocollo@pec.insiel.it](mailto:protocollo@pec.insiel.it), leaving aside any specific form of communication explicitly provided for in the agreement.

#### **8) Express termination clause**

1. In all cases of non compliance with obligations referred to in the articles of this agreement, INSIEL S.p.A. reserves the right to terminate this agreement according to article 1456 c.c., with the exception in any case of recourse for damages incurred. The user's refusal and/or withdrawal of his/her data processing shall give INSIEL S.p.A. the right to deem this agreement terminated by law.

#### **9) Applicable law and Jurisdiction**

1. This agreement is subjected to the laws of the Italian Republic. For all matters not explicitly provided in this agreement, provisions in force will apply.
2. All disputes that may arise in connection with this agreement, even those concerning interpretation, effectiveness, duration, and implementation of the agreement, will be subjected to the exclusive jurisdiction of the Court of Trieste
3. In the event that any of the provisions of this agreement shall be considered void and/or invalid and/or null, the remaining provisions shall be considered fully valid and effective.