



## Free WiFi – LUZERN.COM – Terms of Use

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### 1 Object of these regulations

The Terms of Use set out the conditions under which the wireless LAN («Free WiFi – LUZERN.COM») provided by Luzern Tourismus AG («LTAG») in Lucerne may be accessed. They complement the General Terms and Conditions (GTC) of LTAG. The General Terms and Conditions (GTC) can be viewed under the following link: [www.luzern.com/tcs](http://www.luzern.com/tcs).

### 2 Contractual performance

The user («Customer») acknowledges that, by using the «Internet access via Free WiFi – LUZERN.COM» service, they enter into a contractual relationship with LTAG. This contractual relationship is governed by the present Free WiFi – LUZERN.COM – Terms of Use, and the General Terms and Conditions (GTC) of LTAG.

### 3 Performance on the part of LTAG

#### 3.1 General points

LTAG enables the Customer to use the broadband access systems («Access»). By using the appropriate communication equipment (WiFi cards, routers, etc. referred to below as «Terminal Devices»), the client subsequently gains access to the internet and to services associated with it.

#### 3.2 Scope of performance

The scope of performance on the part of LTAG is determined by the contract, by the updated description of services in effect at any given time, and by the specification of services, the LTAG GTC, and the present Free WiFi – LUZERN.COM – Terms of Use.

### 4 Performance on the part of the Customer

#### 4.1 General points

The Customer is liable for using his internet access in compliance with the law (Points 4 and 5).

#### 4.2 Equipment used by the Customer

The Customer bears independent responsibility for purchasing and setting up his Terminal Devices, and for his operability and conformity with the law. LTAG does not offer customers any guarantee with regard to their investment. The Customer must take action to prevent unauthorised intervention in third-party systems and any distribution of computer viruses. Should a Terminal Device or Access belonging to the Customer cause a malfunction or damage to the systems belonging to LTAG or to third parties, LTAG may suspend service provision without notice or compensation, and may demand the payment of damages.

#### 4.3 Responsibility for use

The Customer is responsible for each and every use of his access, including such use by third parties. In particular, he must pay all amounts that are invoiced as a result of the use of his Access. This also applies to goods or services which are purchased or ordered via his connection. The user name and password, as well as any security codes which may be allocated to the Customer, must be kept with due care separately from the corresponding Terminal Devices. They may not be disclosed to third parties.

## **5 Content of information; use in compliance with the law and the contract; improper use**

### **5.1 Content of information**

The Customer is responsible for the content of information (data, sound, images, etc.) that he has transmitted or processed by LTAG, or that he may make available to third parties. LTAG is not responsible for such content, or for information which the Customer receives via the Access or which third parties distribute or make available via the Access.

### **5.2 Use in compliance with the law and the contract**

The Customer is responsible for using his Access in compliance with the law and the contract. He may not misuse his Access to cause a nuisance or harassment (e.g. spam emails) to third parties, or to obstruct the proper use of another network connection, or for any other unlawful purpose. Such unlawful purposes are deemed specifically to be the transmission or provision of unlawful content, as well as promotional campaigns or messages in cases in which the sender is or must be aware that the recipient does not wish to receive any telemarketing calls or promotional messages.

### **5.3 Use by third parties**

LTAG services may not be used directly or indirectly by third parties without the prior written consent of LTAG. In particular, the Customer is forbidden to make passwords available to third parties so that they are able to use LTAG services or to facilitate such use by any other means.

### **5.4 Measures to prevent improper use**

If there is reasonable suspicion of the unlawful use of an Access, if such unlawful use is the subject of a criminal complaint by a competent authority, or if it has been determined in a legally binding ruling, LTAG may require the Customer to use the Access in compliance with the law and the contract, may suspend service provision without notice or compensation, may cancel the contract without notice or compensation, and may make a claim for damages.

LTAG may take the same action if it has reason to believe that the Customer is or will be in breach of contract, or if the Customer provided untrue or incomplete information when the contract was concluded.

## **6 Usage restrictions**

LTAG will make every effort to ensure a high degree of availability, but is unable to offer any guarantee that the functioning of its network will not be subject to interruption or malfunction, neither can it guarantee any specific transmission times or capacities.

LTAG reserves the right at any time to undertake maintenance work on its network which might result in the latter's operation being interrupted. No assurances are guaranteed with regard to availability, quality, operation or support are made with regard to internet access to third-party networks or connections from third-party networks. The functioning of electromagnetic fields produced by LTAG transmission and reception equipment or by Terminal Devices may suffer interference from devices such as microwave ovens.

## **7 Liability**

### **7.1 General points**

LTAG is not liable if service provision is interrupted to some extent, wholly or partly restricted, or impossible, owing to force majeure. Force majeure is deemed specifically to constitute particularly intense natural phenomena such as avalanches and floods, earthquakes, war-like events, strikes, unforeseen official restrictions, power cuts, virus infections, etc.

### **7.2 Information services; specific forms of internet access**

LTAG offers no assurance, neither does it accept any liability, in respect of the correctness, completeness, up-to-date nature, legality, fitness for purpose, availability or prompt provision of information which is made available or transmitted via the internet Access. LTAG will not reimburse any charges or accept any liability for loss or damage on "Terminal Devices" resulting from downloads.

Should the Customer use his Access to purchase goods or services from third parties, unless expressly stated otherwise LTAG is not the contracting partner in such transactions. LTAG accepts no liability or guarantee whatsoever for services or goods purchased or ordered via the Access. The terms of contract of the third party apply exclusively.

LTAG takes precautions to protect its network against third-party intervention. However, it is not possible to guarantee absolute protection against unauthorised access or illegal surveillance. LTAG cannot be held liable for such interventions.

## **8 Contract Amendment**

LTAG reserves the right to amend its services, prices, GTC and the present Free WiFi – LUZERN.COM – Terms of Use at any time.

LTAG may use suitable means to confirm amendments to the contract that have been requested by the Customer. Unless the Customer requests a correction in writing, by fax or by email within the period stated on the order confirmation or overview of services, the amendment will become part of the contract. LTAG will make a note of the date on which the amendment to the contract was made. It will provide separate information on the options and the conditions under which the Customer himself can make amendments.

## **9 Data processing**

### **9.1 General point**

LTAG processes the login, system and peripheral data generated at the given hotspot (location) to provide its services and conduct analyses from the use of the LTAG «Free WiFi – LUZERN.COM» service.

Content data is processed by LTAG solely for the purpose of telecommunication transmission. LTAG reserves the right to carry out processing ordered by a competent authority.

### **9.2 Data and purpose of data processing**

When registering to use the service, the Customer automatically sends the following system and peripheral data

- Data regarding the device used (operating system, type of device and manufacturer)
- MAC address and IP address of device
- User name (if available)
- Identification of the SSID used with time, date and location
- Browser used (if available)
- Login type

Any time the customer uses the «Free WiFi – LUZERN.COM», LTAG also saves the LTAG «Free WiFi – LUZERN.COM» access point as well as the time and date. (according to Art. 15 BÜPF in cross reference to Art 21 paragraph BÜPF)

LTAG uses the collected personal, system and peripheral data to render its services, to meet legal information duties and to handle and cultivate customer relations, namely to ensure a high quality of service and for invoicing and marketing purposes. LTAG does not pass personal data on to third parties except in the cases described in section 9.3.

Furthermore, LTAG processes the collected data without establishing a personal connection (Viz, anonymized) in order to carry out analyses, in particular about streams of movement at and between LTAG «Free WiFi – LUZERN.COM» locations. If data from other sources are linked in the process, steps are taken to ensure that no personal connection is established or could be established. As regards information gained from analysis processes, LTAG is entitled to make use of this information and pass it on to third parties in anonymized form.

After 6 months have passed after the last login, peripheral data is deleted permanently or stored only in anonymized form without any further possibility of establishing a personal connection.

### **9.3 Disclosure of personal data**

Should there be justified suspicion of illegal or contractually improper usage or criminal behavior, a personalised analysis of the personal data available to LTAG may be made at the request of the responsible public authority (based on Art 9 BÜPF). LTAG may also forward a Customer's personal data to third parties if this is necessary for enforcing claims. Furthermore, LTAG must comply with statutory monitoring and disclosure obligations.

#### **9.4 Cookies**

In order to simplify and continually improve the LTAG «Free WiFi – LUZERN.COM» registration process, LTAG may store information – known as cookies – in the Customer's device memory.

The Customer is free to neutralise or delete cookies in the device memory. However, by doing so, the Customer accepts that specific services that take place via «Free WiFi – LUZERN.COM» access may become restricted or unavailable under certain circumstances.

#### **10 Entry into force of the present Terms of Use**

The present Terms of Use enter into force on 20.08.2018.