

WIFIRST SERVICE TERMS OF USE

Applicable as of 2nd of March, 2020

BETWEEN

The user of the Wifirst Service, hereinafter referred to as the "User"

AND

Wifirst, a French "société par actions simplifiée" with registered capital of 16 076 007 euros, whose registered office is 26 rue de Berri 75008 Paris FRANCE, which is registered with the Trade and Companies of Paris, FRANCE under number 441 757 614, VAT number FR72441757614, whose website is available at <http://www.wifirst.com/>, represented by its President, hereinafter referred to as "Wifirst".

PREAMBLE

Wifirst provides electronic communications services based on WiFi or Ethernet connectivity, depending on the eligibility of the User's location (the "Wifirst Service").

These Terms of Use are intended to define the terms of provision of the services and the conditions of use of such service to any User.

ARTICLE 1. DEFINITIONS

The terms and expressions with capital letters in the Terms of Use shall have the following meanings:

Captive Portal refers to an authentication technique of redirecting the User's web browser to the Wifirst website.

Connection Location means the physical location (home, hotel, camping, etc.) where the User connects to the Wifirst network.

Data means any sign, signal, message, writing, image, sound of any kind and, in general, any content that can be stored, made available, consulted, transported, and, or distributed.

DHCP means *Dynamic Host Configuration Protocol*, a network protocol which role is to ensure the automatic configuration of IP parameters of the User Device, including automatic assignment of an IP address and subnet mask. DHCP can also configure the default gateway address and DNS name servers.

DNS means *Domain Name System*, the service translating a domain name into several types of information associated with it, including IP addresses of the machine with that name.

HTTP means *HyperText Transfer Protocol*, the client-server communication protocol developed for the World Wide Web. HTTPS (with S for secured) is the encrypted version of this protocol.

IEEE means the Institute of Electrical and Electronics Engineers, a global standardisation agency.

Internet means the global network of data exchange composed of servers connected together by means of electronic communications networks, accessible to any user equipped with the necessary computer equipment.

IP or IP Address means the serial numbers that uniquely identify a device on the Internet.

Partner means an organisation having a business relationship with Wifirst. The Wifirst network and infrastructure may be installed within the Partner premises. The Wifirst Service is made available to Users that may be guests and/or clients of the Partner.

User Device means any device with which the User will connect to the Wifirst Service.

User means any individual who uses the WIFIRST Service.

Web Browser or **Browser** means the software designed to access the World Wide Web

WiFi: refers to a set of wireless communications protocols covered by the standards of the IEEE 802.11 group (ISO / IEC 8802-11), for transmitting digital Data wirelessly. Depending on the connection and Connection Location of the User Device, access can either be performed according to the IEEE 802.11g, 802.11a, 802.11n or 802.11ac standards.

Wifirst Service: refers to the Internet access service provided by Wifirst to the User. Service may also include, depending on the particular Connection Location, telephone service and television service.

World Wide Web or **WWW**, commonly known as the **Web**, is a public hypertext system operating on the Internet. The Web provides access with a Browser and accessible pages on sites.

ARTICLE 2. CONNECTING TO WIFIRST NETWORK

In order to use the Wifirst Services, the User must first connect its User Device to the Wifirst network. Wifirst connects Wifirst networks with WiFi technology. The User must ensure its User Device supports WiFi (should be compatible with WiFi 4, at the minimum). If the Connection Location allows, Wifirst may connect the Wifirst network with an Ethernet cable. In that case, the User must connect its User Device to an Ethernet cable plugged into the wall. The Ethernet cable is part of the User Device and is not provided by Wifirst.

Once the User Device is connected to Wifirst network, the User must ensure that its device has a standard network configuration. This includes an IP address and DNS servers configured to be automatically obtained by DHCP, and a system of firewall and anti-virus not limiting the Web browsing. The User must then open the Web Browser. It will automatically be redirected to Wifirst website, but if it is not the case, the User shall enter the following url in its Web Browser: <https://www.wifirst.net>. To benefit from Wifirst Services, the User Device shall also support HTTPS, allow for cookies, support Javascript, and no proxy server should be activated. The User Device also must have a configuration compatible with Wifirst Services, as follows: (a) a Microsoft Windows XP operating system or later, or Mac OS X or later, (b) 1 gigabyte (GB) of RAM or more (4 GB recommended), (c) a system free of any virus, Trojan, worm, spyware, hacking software or any other software that may impair the User experience or create a security threat to the Wifirst network.

ARTICLE 3. TECHNICAL AND COMMERCIAL SUPPORT

Wifirst provides Users with a customer service, available by telephone and over the Web to provide assistance with the implementation, installation and use of Wifirst Services.

This assistance is available by phone 24/7 at the following number +331 70 70 46 26.

ARTICLE 4. THE WIFIRST SERVICE

The Wifirst Service allows the User to access the Internet and its various services, including the World Wide Web (WWW), e-mails, online services, files exchanges, and more generally, the exchange of data across the network.

4.1 User authentication

The use of Wifirst Service is exclusively reserved to natural persons, over the age of legal majority and having a full legal capacity. In most cases, Wifirst requires Users to authenticate before activating the internet connection, either by submitting an e-mail address or by creating an account on the Captive Portal.

4.2 Right of access to the Wifirst Service

Depending on the Connection Locations, access to Wifirst Service may be charged, free of charge, or conditioned by a procedure defined by the Partner. For any paid service, the User should refer to the relevant Terms and Conditions, and any information made available to the User before the purchase.

ARTICLE 5. USER OBLIGATIONS

5.1 The User guarantees the accuracy of the information provided during authentication. The User declares that s/he is informed and understands the intrinsic characteristics of the Internet and particularly the fact that (A) the transmission of Internet Data only has a relative reliability; that such transmission is done on various and heterogeneous networks, which characteristics and features may change over time, that such changes are likely to impact the Data transfer times or access time to Data; and that such networks may be saturated at certain times of the day; (B) the Data flowing over electronic communications networks can possibly be diverted and communication of confidential Data of the User is made at its own risk; (C) that the Internet is an open network and, consequently, the information it conveys is not protected against the risk of diversion, intrusion into the equipment, data piracy, programs and files or contamination by computer viruses of the User Device; (D) the User shall take all appropriate measures to (i) protect the Data, files or programs stored in the systems against contamination by viruses circulating on electronic communications networks including the Internet and intrusion attempts in the User Device and (ii) prevent the misuse of the Wifirst Service by potential third parties.

5.2 The User also acknowledges it has an obligation to monitor the use of the its own access to the Internet, which it is solely responsible for. In this respect, the User further undertakes that it will respect, or will make any third party using the Services on its behalf respect the following rules: (A) the Data flowing and / or made available on electronic communications networks (including Internet) must not contravene any applicable law, regulations, deontology charters, national and international regulations. In particular, any content promoting crimes and offenses, incitement to racial hatred or suicide, crimes against humanity, child pornography are strictly prohibited. Any content including violence or pornography is also strictly prohibited when the content is likely to be available to minors; (B) the User, by its behaviour and the Data it makes available, undertakes not to (i) infringe the rights of third parties, including reproduction, representation, or availability of communication to the public of works or objects protected by an intellectual property right, literary, artistic or industrial. The Data flowing or provided by any electronic communications network (including the Internet) and / or made available by means of audio-visual services can be regulated in terms of use or protected by a copyright or related right and the User is solely responsible for the use of the Data it consults, stores and makes available on any electronic communications networks (including the Internet) and through the Wifirst Services. The User is also solely responsible for the sharing of Data, images or sounds that may constitute defamation, insult, denigration or infringing the privacy, image rights, morality or public order; (ii) use the Wifirst Services for

counterfeiting purposes (piracy); (iii) download files in illegal conditions, regardless of the means used, such as protected files (text, images, photographs, musical works, audio-visual works, computer software and video games); (iv) conduct intrusions into computer systems or "hacking"; (v) deliver viruses, or programs intended to harm; (vi) spread of e-mails in an unlawful manner; (C) provide or use Data allowing, by the creation of an hyperlink redirecting to websites or pages of third parties, to infringe a provision stated above.

5.3 As a result of the above mentioned and in full knowledge of the characteristics of the Wifirst Service, the User agrees that Wifirst cannot be held liable for the consequences of any occurrence of one or more of the facts mentioned above and that under the law in effect, Wifirst is not subject to a general obligation to monitor the Data transiting on its network, nor a general obligation to seek circumstances indicating illegal activity.

5.4 The User acknowledges that access to the Wifirst Service may be temporarily suspended, due to maintenance of the Wifirst network, upgrades or the occurrence of a Force Majeure (as defined below).

5.5 The User agrees that it shall not degrade, move, or steal any equipment installed by Wifirst in the Connection Location in order to provide the Wifirst Service.

ARTICLE 6. WIFIRST OBLIGATIONS

Wifirst is expressly subject to an obligation of means in providing the Wifirst Service. Wifirst is not responsible for the quality of the Data transmission, information response time and possible restrictions of access to specific networks or services connected to the Internet.

ARTICLE 7. PERSONAL DATA

Wifirst shall inform the User on how it uses its personal data on its Captive Portal and in Wifirst privacy policy. The User may view the latest version at the following web address: <http://www.wifirst.com/en/privacy-policy>

ARTICLE 8. FORCE MAJEURE

Neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the Terms of Use due to any force majeure event or cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, general lock-outs, strikes and other industrial disputes.