



## tpg-freeWiFi

### General Terms and Conditions

#### 1. Subject matter and area of validity

These General Terms and Conditions (GTC) of Geneva Public Transport – Transports publics genevois (TPG) govern the use of the WiFi service by the customer.

#### 2. Service Provider

In designated TPG with a WiFi-enabled device, TPG will, where technically, operationally and economically feasible, provide Internet access for the customer. By providing the service, TPG cannot guarantee the quality of data transmission or trouble-free network operations. The customer has no right to avail of FreeWifi services in any specific vehicles. TPG has the right to block certain services or websites at any time.

#### 3. Cost

The FreeWifi service is provided free of charge.

#### 4. Duties and responsibilities of the customer

Use of the Internet services is the customer's own responsibility. The customer bears sole responsibility for the security of his device (used to access the FreeWifi network). The customer has a duty to use the services provided TPG appropriately and in compliance with the law. In particular, he has a duty to ensure that the network infrastructure is not overloaded by excessive use. The abuse of the Internet services by the customer is strictly prohibited. In addition, the customer shall not allow abuse of the Internet access by third parties or abuse the services for any illegal or criminal activities. In the event that any websites and/or their content or links to other websites breach any legal provisions or any official orders, in particular in relation to pornographic, violent or racist content or design, TPG shall be entitled to exclude the customer from the use of the services concerned with immediate effect. The same shall be applicable to the infringement of ancillary rights (in particular trademark right and copyright) and anti-competitive practices. The customer shall therefore be prohibited from abusing the services to harm other Internet users, to set up peer-to-peer networks, other similar networks or platforms for the purpose of selling, downloading, passing on, etc. any contents protected by copyright (e.g. music, videos, films, e-books, etc.). Any customer producing publications on the Internet shall bear sole responsibility for their content. Furthermore, the customer shall be prohibited from distributing unsolicited mass advertising about the FreeWifi service. If a customer infringes this requirement, TPG are entitled to block the Internet access or to take immediate technical measures, if such measures are necessary, in order to ensure trouble-free network operation. The customer assumes responsibility for ensuring that the device he uses and the software installed on said device are free of viruses and other malicious programs; the customer shall compensate TPG in full for any direct or indirect losses caused by any failure to comply with this re-

quirement. The customer explicitly releases TPG from any third party claims based on content-related deficiencies of the services. In the above-mentioned cases of breaches of legal provisions or official orders, the customer shall release TPG from all claims brought by third parties against TPG as a result of such breaches. In such cases, the customer shall be liable to full recourse by TPG. The customer is not permitted to send defamatory statements, junk mail or bulk mail (spam). The customer undertakes to comply with statutory requirements and principles established by case law.

TPG are entitled to charge the customer for all costs incurred as a result of erroneous fault reports or incorrect or improper use of the installed equipment or the subject matter of the agreement.

#### 5. Registration

The customer must register to use the FreeWifi service. The system requires the customer to enter contact information (last name, first name, mobile phone number). TPG reserve the right to request the re-registration of individual customers or all customers at any time. By logging in to the system for the first time, customers accept the General Terms and Conditions.

#### 6. Data Protection

On registering, the customer transmits the following data:

- Mobile phone number
- MAC address of device
- Language

TPG shall be entitled to store this information on servers and to engage the services of third parties for this purpose. The data will be used for the purpose of providing the FreeWifi services and, if technical analysis systems (CRM systems) are used, for the purpose of collecting anonymous information with a view to comparing the service with third-party information, preparing user statistics and forwarding such statistics to third parties. TPG are entitled to engage the services of third parties for this purpose. TPG reserve the right to use the information with the exception of the MAC address of the device for the purpose of sending promotional information on its own products, offers and activities and for further contact with the customer in the context of surveys. By logging in to the system for the first time, the customer consents to this use. The customer may revoke their consent and cancel their registration at any time in writing to TPG: Service Client, Route de La-Chapelle 1, Case Postale 950. 1212 Grand-Lancy, The customer shall take note that TPG, as telecommunication service provider, is registered with the Swiss Federal Office of Communications (OFCOM), and as such is bound by the legal obligations under the Swiss Federal Act of 6 October 2000 on the Surveillance of Post and Telecommunications, and its associated ordinance. Provided the legal and regulatory conditions are met, TPG shall be entitled to monitor directly or through a third party the use of the Internet and the data traffic between the customer and the Internet. TPG may be required to disclose any contact



details provided by the customer to the authorised administrative bodies.

## **7. Security**

Once the customer has logged in, data transmission between his device and the hotspot is unencrypted. Data transmitted via the connection established between the device and the hotspot could therefore potentially be intercepted by third parties. The data traffic within the FreeWifi service can only be secured if the customer uses special security software, typically via a VPN operated by the customer himself. TPG cannot guarantee that use of the hotspot is secured against third party access to customer data either saved on the customer's device or transmitted by the customer while using the service. The customer is responsible for securing such data. Any claims on the part of the customer for damages resulting from the use of an unsecured connection are excluded unless such damages were caused by an event attributable to wilful or gross negligence on the part of TPG. The use of the publicly accessible Internet is at the customer's own risk. The customer bears sole responsibility for any damage to his hardware or software, data loss or other forms of loss resulting from use of the service unless the damage was caused by an event attributable to wilful or gross negligence on the part of TPG.

## **8. Liability**

To the extent permitted by law, TPG exclude any liability for itself, any of its auxiliary staff and for any commissioned third party. It shall only be liable up to the total amount of duly proven damage. It shall not be liable in case of force majeure, consequential damages or loss of revenue.

TPG only provide WiFi access to the Internet. TPG assume no liability either for ensuring the constant availability of Internet access or for ensuring that the services for Internet access or other Internet services operate without interruption or faults. Nor does it assume liability for any damage to the hardware or software of the customer's device, or for any other damage, tangible or otherwise, attributable to the use of the hotspot. To the extent permitted by law, TPG not be liable for the authenticity and the integrity of either the stored data or the data transmitted through its system or the Internet. Furthermore, to the extent permitted by law, TPG exclude any liability for the accidental disclosure, damage, loss or erasure of sent/received or stored data. TPG assume no liability for any damage caused due to misuse of the connection by third parties (including viruses).

## **9. Engagement of third parties**

TPG may at any time engage third parties to provide its services.

## **10. Amendments to the General Terms and Conditions**

TPG reserve the right to amend the General Terms and Conditions at any time. Amendments to the General Terms and Conditions will be sent to the customer by e-mail or

other appropriate means and published on [www.tpg.ch/freewifi](http://www.tpg.ch/freewifi). Continued use of the FreeWifi service is deemed to constitute acceptance of such amendments.

## **11. Severability clause**

If individual provisions of these General Terms and Conditions are found to be invalid or unlawful, the validity of the General Terms and Conditions shall not be affected. In this case, the provision in question will be replaced by an effective provision which is closest in terms of its commercial significance. In the case of lack of clarity or translation errors, the French version of the General Terms and Conditions is decisive.

## **12. Place of jurisdiction**

The place of jurisdiction is Geneva. For disputes arising from consumer agreements, the court at the place of residence or registered office of one of the parties is responsible for claims brought by the customer, and the court at the place of residence of the defendant is responsible for claims brought by TPG. Consumer agreements are agreements concerning services to be used by the customer or his family. In the case of customers domiciled abroad or whose place of business is located abroad, the place of debt collection and sole place of jurisdiction for all proceedings is Geneva.

## **13. Applicable law**

The contractual relationship is governed exclusively by Swiss law.

## **14. Contact address**

TPG, Service Clients,  
Route de la Chapelle 1,  
Case Postale 950,  
1212 Grand-Lancy 1

Copyright © 2017 Transports publics genevois  
All rights reserved