

General Terms and Conditions

The present General Terms and Conditions (hereinafter the « GTC ») govern the use of the Internet access service through the wireless public network (hereinafter the « service ») made available by the **State of Fribourg** (hereinafter « State of FR ») in partnership with specialized companies.

They apply automatically to any user of the service in this context (herein after « user »).

1. Subscription, Duration and Expiration of the Service

- 1.1. The subscription of the service is made by online registration, using a personal and confidential access code. Once fully registered, the user can access the service free of charge.
- 1.2. Normally, the use of the service is possible as soon as the subscription is effective. The service activation can be postponed or the service interrupted for organizational or technical reasons. In this case, any claim from the user against the State of FR is excluded.
- 1.3. The State of FR is entitled to withdraw the right to use the service with immediate effect in case of abusive or unlawful use or use which is not compliant with applicable prescriptions, as well as in case of inappropriate behavior in the meaning of section 3.1. In such a case, any claim from the user against the State of FR is excluded.

2. Service Terms

- 2.1. With this service, the State of FR allows Internet access for the main basic services of Internet.
- 2.2. Due to principles governing the telecommunications secret and the privacy of private communications, the State of FR does not proceed to controls over the content or features of data received or transmitted by the user. However, in order to ensure the proper service management, the State of FR reserve the right to get rid of any element which does, or is likely to, affect or prevent the good working of the network or affects other legitimate interests, including the interests of other users.
- 2.3. An exception to the protection of the confidentiality of the data can be made, to the extent permitted by law, upon request from the public, civil or judicial authorities.
- 2.4. **For security purposes or in order to comply with legal requirements, the State of FR has to register and keep record of defined data pertaining to the connection, such as phone number used for receiving the access code, connection data (e.g. granted IP address, number and frequency of the use, hours and dates of connection/disconnection).**
- 2.5. The State of FR implements measures corresponding to the state of the art to ensure an acceptable Internet flow. However, the State of FR makes no warranty with regard to service quality or service level, incl. network capacity. In particular, an uninterrupted access or the absence of failure is not warranted. Moreover, the service can be interrupted without prior notice for maintenance operations or security measures.
- 2.6. The State of FR offers a limited Internet access, notably due to the protection of underage users. In addition, the access shall be immediately removed without indemnity in case of access or attempt to access to unlawful sites, such as sites containing affront to human dignity, defaming allegations or racist or pedophilic allegations.

3. User's liability

- 3.1. The user is solely and fully liable for his/her activities online, not only for the content but also for the elements exchanged (files transfer, e-mails, etc.). By subscribing to the service, the user undertakes to fully comply with all applicable provisions of law, in particular the criminal legislation, data protection and copyright laws. The user undertakes in particular to refrain from any inappropriate or abusive behavior, notably not to:
 - Access or try to access sites containing unlawful content (see section 2.6) ;
 - Use the connection abusively, e.g. uninterrupted downloading of content using one or several computers ;
 - Alter the good working of the network or the security by sending aggressively or systematically advertising messages, letters or other spamming actions ;
 - Send or download messages, data or information of violent, pornographic or racist nature or that in any other manner are an affront to human dignity ;
 - Make available sites or information (blogs) with such contents.

The user shall be held liable for any damage resulting there from.

- 3.2. To the extent permitted by law, the access code, which is personal and non transferable, shall allow to identify the user in case of need, upon request made by public, civil or judicial authorities.
- 3.3. The user must keep his/her access code secure and not disclose it, in whatsoever form, to third parties. The user shall be held liable for any use of his/her access code, incl. by third parties.

4. State of FR's liability

- 4.1. The use of the service is not warranted with all and any device or computer configuration.
- 4.2. The State of FR cannot be held liable in case of loss or theft of the access code. The user is solely responsible for any damage resulting there from, for him/herself, for the State of FR or third parties. Any claim against the State of FR on that ground is excluded.
- 4.3. In addition, even if the State of FR implements measures according to the state of the art to ensure the security of the network, an absolute protection against unauthorized access or other unlawful acts can never be warranted. For this reason, the State of FR declines any liability whatsoever for direct, indirect or consecutive damage, notably to hardware and software components, which could result from the use of the service, in particular in case of loss or corruption of data, infection or attack of the personal computer of the user or other problems resulting from the importation of viruses, worms, Trojan horses, and the like, except in case of proven gross negligence of the State of FR.
- 4.4. **The relationship between the user and the State of FR is submitted to Swiss law. The place of jurisdiction of any dispute between the parties is Fribourg.**

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