

## Terms & Conditions of “FirenzeWiFi”

(Updated version as of May 11, 2023)

Terms and conditions of use of WI-FI network services.

These general conditions define and regulate the terms and conditions according to which the Municipality of Florence (defined below as “Municipality”) offers a wireless network service to citizens, the so-called **FirenzeWiFi**.

### 1. Service description and characteristics

1.1 FirenzeWiFi service (defined as “the Service”) allows a free access to the Internet network in WI-FI mode (Wireless Fidelity), without any charge and/or cost, just in city areas expressly enabled and covered by the Service.

1.2 The Service can be used with your own compatible and equipped computer, with a network card certified by the WI-FI brand, properly configured by the user. However, the liability of purchase and configuration of technical equipment for the access to the Service lies with the final user.

1.3 The Service is provided by the use of shared band frequencies and without protection from interference, therefore continuous delivery and quality of the Service are not guaranteed; it is a so-called “best effort service” ([https://en.wikipedia.org/wiki/Best\\_effort](https://en.wikipedia.org/wiki/Best_effort)). The Service is provided with a free network, without encryption and without authentication request for use. Anyway, the use of the Service for communications or information exchange with personal or sensitive data is not recommended; the user is the only responsible for communications with confidential data.

1.4 The user must read terms, instructions and conditions of use before the connection to the Service, as well as the privacy policy (which is accessible via the “Info” button on the splash page). The first use of the Service constitutes implicit acceptance of the conditions contained in this document and in the privacy policy.

1.5 In no case the Municipality is liable for the failure and/or incorrect performance by the user of any legal procedure and regulation in relation to the use of the Service.

### 2. Provision of the service

2.1 The Municipality gives no guarantees and has no obligations on the quality of the Service, especially about connections availability, stability and persistence.

2.2 The Municipality reserves the right to modify, expand, suspend, stop and/or change the Service or its technical and delivery characteristics, at any time without prior notice and without any compensation for the user. The Municipality cannot be liable towards both the user and third parties for the suspension or interruption of the Service. In this case, the user will not be able to claim any rights for the use of the Service.

2.3 The Municipality may integrate and/or unilaterally modify, at any time and without notice, conditions, instructions and terms. In addition, it is the user’s responsibility, every time he connects, to consult the “Info” page to find out the updated conditions and terms. The access to the Service and its continued use involves the acceptance of the current conditions at that time.

2.4 The Municipality reserves the right to activate traffic classification and anonymous filtering systems, in order to improve the level of protection and the Service security.

### 3. User commitments and obligations

3.1 The Municipality promotes a collaborative attitude of users and recommends compliance with the rules of "courtesy" in the use of Internet, known as "*Netiquette*", which became a standard in the document known as "RFC 1855" (<http://www.rfc-editor.org>).

3.2. The user agrees not to use the Service to have communications that cause damage or disturbance to the network itself, to technical equipment, to third parties or that violate laws and regulations. Particularly, and without limitation, the user is required not to exchange material in violation of law on copyright or other intellectual or industrial property rights on the network through the Service.

3.3 The user is also required:

- to use the Service for personal purposes for which it was granted, in particular he must not use the Service for commercial purposes.
- not to allow third parties to use this Service, whether free of charge or paying, temporarily or permanently.
- to equip the WI-FI device with adequate and up-to-date protection against malware (<https://it.wikipedia.org/wiki/Malware>) or against other types of intrusions or attacks that may cause damage to third parties, to the Service or to FirenzeWiFi network equipment.
- not to send by e-mail, or through other communication systems, advertising and/or promotional messages or communications to other users and/or discussion groups without their consent or without an explicitly requested submission (please, avoid the so-called "spam" messages - <https://it.wikipedia.org/wiki/Spam>).
- not to transfer large amounts of data continuously, namely an action, that in general could cause the Service slowdowns or anomalies.
- not to use tools (for example peer-to-peer and sniffers) which could negatively affect the network performance and may violate the data copyright or the Service users' privacy rights.
- not to transmit material and/or messages that encourages third parties to adopt an illicit and/or criminal conduct liable to criminal or civil liability.
- not to use the Service to spread false information or information which may present forms or contents of pornographic, obscene, blasphemous, racist, defamatory, offensive nature or which instigates violence.
- not to make communications that cause damage or disturbance to telecommunications operators, Service users' or that violate the laws or regulations or that are contrary to public order
- to comply with any additional rules, instructions and operational guidelines that will be given by the Municipality.

3.4 The user agrees not to engage the radio channel for other purposes than those of the network service reception, not even to install WI-FI devices or repeaters unauthorized by the Service.

#### 4. Liability

4.1 The user is responsible for any violation of these terms of use and for the improper use of the Service, in violation of these terms laws and regulations or of administrative measures and assumes full responsibility for the proper use of the Service. This implies to keep the Municipality free from any claim and from any action by third parties.

4.2 The user has full responsibility and burden regarding the content and forms of communications made through the Service and expressly exempts the Municipality from any claim and charge of verification and/or control about it.

4.3 The Municipality will not be liable for any losses, damages, costs and charges, including any legal fees, which may be incurred by the user as a result of using the Service.

4.4 The Municipality will not be liable to the user and/or its party entitled and to third parties for direct, indirect or consequential damages, including losses and costs incurred as a result of suspensions or interruptions or for the Service complete termination.

#### 5. Confidentiality

5.1 The user acknowledges and agrees that radio frequencies and network traffic may be monitored in order to maintain the performance of wireless network at an adequate level as well as to guarantee the proper use of the Service.

#### 6. Privacy policy

6.1 Please refer expressly to the policy information.

#### 7. Governing law and jurisdiction

7.1 These terms and conditions of use are governed by the Italian and EU law, where applicable. For anything not expressly stated in this document, current regulations will be applied.

7.2 For all disputes that may arise in relation to these terms of use, including disputes about the interpretation, effectiveness, validity and execution, it will be referred exclusively to the court of Florence.

7.3 If certain provisions contained in these terms and conditions are void and/or invalid and/or ineffective, the remaining must still be considered valid and effective.

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