

## General conditions for use of internet access services

### 1. Object

1.1 The present document has as its object the definition of the conditions for use of wireless Internet access services (referred to below as WiFi) and fixed Internet access services (referred to below as SDSL) offered by the ORGEXPO Foundation (referred to below as ORGEXPO), the body responsible for the management and operation of the Geneva Exhibition and Congress Centre in Grand-Saconnex (referred to below as GENEVA PALEXPO).

### 2. WiFi

2.1 The ORGEXPO WiFi service allows the user having a PDA (personal digital assistant) or a laptop computer that are WiFi compatible to be connected to wireless Internet in the zones covered by the GENEVA PALEXPO network. The WiFi service consists of basic Internet access functions. It allows the user to be connected to Internet (the World Wide Web) and to communicate using an electronic mail system. However this service does not include the provision of email addresses or web page hosting. ORGEXPO does not guarantee communications with company networks, the user must therefore check for himself whether it is technically possible to be connected to the private network of his company.

2.2 The WiFi service is accessible from any laptop computer equipped with a Wireless LAN network card corresponding to the norm IEEE 802.11 b/g.

2.3 ORGEXPO recommends the following PC configuration:

- Windows XP or Windows 2000,
- pre-equipped Wifi or provided with a PCMCIA card corresponding to norm IEEE 802.11 b/g,
- use of Internet Explorer above Version 4.67 or Netscape Communicator above Version 5.5 or another compatible browser.

### 3. SDSL

3.1 The ORGEXPO SDSL service allows the user having a compatible computer to be connected to Internet through its Ethernet Interface in the zones covered by the GENEVA PALEXPO network. The SDSL service consists of basic Internet access functions. It allows the user to be connected to Internet (the World Wide Web) and to communicate using an electronic mail system. However this service does not include the provision of email addresses or web page hosting.

ORGEXPO does not guarantee communications with company networks, the user must therefore check for himself whether it is technically possible to be connected to the private network of his company.

3.2 The SDSL service is accessible from any compatible computer.

3.3 ORGEXPO recommends the following PC configuration:

- Windows XP or Windows 2000,
- Ethernet card 10/100 Mbps,
- use of Internet Explorer above Version 4.67 or Netscape Communicator above Version 5.5 or another compatible browser.

3.4 The authentication system at Geneva Palexpo needs an access code made up of a name and a pass word applicable to one or several computers according to the articles ordered by means of the appropriate form. As regards the user's needs for public IP addresses the access will be provided by static IP configuration in the computer. Upon previous request to [telematics@geneva-palexpo.ch](mailto:telematics@geneva-palexpo.ch) access can be provided by DHCP.

### 4. Access to the internet service of GENEVA PALEXPO

4.1 In principle the WiFi service is accessible around the clock at GENEVA PALEXPO but is subject to the hours of opening of GENEVA PALEXPO in accordance with the conditions and limits of the WiFi service obtained by prepayment by the user. The user is required to identify himself to use this service.

4.2 The SDSL service is accessible around the clock at GENEVA PALEXPO but is subject to the hours of opening of GENEVA PALEXPO and its being ordered by means of form N° 2.01.

### 5. Telephone assistance

5.1 ORGEXPO offers telephone assistance for users with the aim of taking care of calls from users and handling the following aspects:

- supporting access to the service
- supporting use of the service

5.2 This assistance is available only during the opening hours of events organised in co-ordination with ORGEXPO at the following telephone number:

Telephone assistance: +41 (0)22 761 13 07

## 6. Security

- 6.1 Communications performed via the services benefit in principle from the same level of security as standard Internet communications. If the user wishes to reinforce the level of security, he can install security software such as a firewall or VPN (Virtual Private Network) himself. As this is third party software, ORGEXPO does not take responsibility for the functioning of the security software. Absolute protection against intrusions or illicit listening cannot be guaranteed. ORGEXPO declines any responsibility concerning such occurrences.
- 6.2 The user is reminded that Internet is not a secure network. Under these conditions, it is up to the user to take all appropriate measures to protect his own data and/or software especially against corruption by possible viruses circulating on the Internet or by the intrusion of a third party into the system of his terminal (desktop PC and portable PC) for whatever purpose, and to carry out back-ups of his PC before and after the implementation of the service.
- 6.3 The user also acknowledges having been informed completely about the defects in the reliability of the Internet, particularly in terms of the absence of security relating to the transmission of data and to the lack of a guarantee of performance relating to the volume and the speed of transmission of data. ORGEXPO declines any responsibility concerning faults occurring during the transmission of data.
- 6.4 The user acknowledges having been informed that integrity, authentication and confidentiality of information, files and data of all kinds which he intends to transfer via the Internet cannot be guaranteed on this network. The user should not therefore transmit via the Internet any messages the confidentiality of which he wishes to guarantee infallibly.

## 7. Cookies

- 7.1 It may happen that certain files, so-called cookies, are recorded on the computer of the user when the latter uses the services. These files ensure easier navigation for the user and allow ORGEXPO to offer a better service. In effect, cookies memorise the data of the user so that the latter does not have to enter them again during subsequent visits. The user has the option of neutralising them or to eliminating them from his hard disk. The attention of the user is nevertheless drawn to the fact that certain services offered on the Internet will not be accessible or only partly so if he refuses cookies. If the user wishes to be systematically informed about the installation of a cookie (via a warning message) or to prevent the recording of such a file, he only has to configure his Internet browser accordingly.
- 7.2 The computer service is at his disposal to help to configure his browser.

## 8. Commitments and responsibilities of the user

- 8.1 The use of ORGEXPO's WiFi or SDSL services is subject to respect by the user of the following principles and that any use of one or other of the services requires irrefutable approval of the following principles by the user without a signature being necessary and not withstanding respect for laws and regulations in force.
- 8.2 The dispositions which follow concern all users of services to which access is free or paid and that the payment is made in favour of ORGEXPO, a partner or a third party.
- 8.3 The access codes to the WiFi service allow the user to be connected to the WiFi service. These access codes are personal and confidential. The user promises to keep the access codes secret and not disclose them in any form whatsoever. By the use of these access codes, the user has an individual and exclusive access to the service. Thus he is not allowed to give it to third parties. Any access to the WiFi service resulting from the use of the access codes of the user is made under the complete responsibility of the latter, ORGEXPO declining any responsibility in this matter.
- 8.4 Only the user is responsible for any direct or indirect, material or immaterial prejudice caused to third parties due to his use of the WiFi or SDSL services. Only the user is responsible for the use of his personal identifiers. Any use of services (transmission of data) performed by using the user's personal identifiers is recognised as having been made by the latter.
- 8.5 The user undertakes not to use services for illicit, forbidden or illegal purposes.
- 8.6 For this reason, the user must respect the following legal dispositions without this list being of an exhaustive character, relating to:
  - respect for the private life of each person;
  - royalties and intellectual and industrial property, especially related to multimedia creations, software, texts, press articles, photographs, sounds, pictures of all kinds, trade marks and brands, patents, drawings and models, it being noted that any mention relating to the existence of rights on these elements and/or data and/or files may not be subject to deletion and that any reproduction of a work or one of these elements and/or files and/or data without the consent of the holder of the rights constitutes counterfeiting;
  - automated processing of personal data, particularly the Federal Law on the protection of the data of June 19th 1992 (LPD - RS 235.1),
  - the respect for the rules of public order in the contents of information that is likely to be available online on the Internet and undermine the integrity or feelings of the users of the network by accessing these messages, pictures or provocative texts;

- the secrecy of correspondence and the ban on interception of communications transmitted by means of telecommunications.
- 8.7 The user within the framework of the use of the WiFi or SDSL services, also undertakes not to:
- mine or collect information concerning third parties without their consent;
  - defame, disseminate, harass, stalk, threaten whosoever, nor violate the rights of others;
  - create a false identity;
  - try to acquire unauthorised access to a service and/or to data and/or to a file;
  - disseminate or allow downloading of any elements containing software or other elements protected by intellectual property rights, unless it detains the said rights or unless he has received all necessary approvals;
  - send undesirable messages or carry out spamming ;
  - send messages and/or electronic messages consisting of illicit, improper, insulting, defamatory, indecent or undermining any rights especially the rights of the person and the protection of minors;
  - transmit viruses, Trojan horses, logical bombs or any other harmful or destructive program to third parties and/or other users;
  - try to acquire unauthorised access to an automated data processing system or to remain there;
  - disturb services and/or contents and/or data that he accesses;
  - send chain letters or offer so-called snowball or pyramid sales;
  - send advertising, promotional messages or any other form of unwanted solicitation to other users;
- 8.8 It is the responsibility of the user to check that he has the necessary material, software, and browsers allowing him to use the service; ORGEXPO is under no circumstances responsible for the aforementioned equipment that was chosen by the user who is also responsible for security and for protection of his equipment.
- 8.9 It is the responsibility of the user if he wishes to restrain access to certain sites, servers or data to acquire such products from the providers of Internet security.
- ## 9. Commitments and responsibilities of ORGEXPO
- 9.1 ORGEXPO implements all the means it has to ensure access to subscribed services.
- 9.2 ORGEXPO is not responsible for the contents accessible by Internet and any harm that may result from their use, unless this harm is intentionally caused by ORGEXPO.
- 9.3 Taking into account the secrecy from which private correspondence must benefit, ORGEXPO exercises no control over contents or characteristics of data accepted or transmitted by the user on the network and/or on the Internet. Nevertheless, to ensure good management of the access system to the GENEVA PALEXPO Internet, ORGEXPO reserves the right to delete any message or to prevent any operation of the user likely to disturb the good functioning of the network or Internet, or not respecting the rules of legal operation, ethics and deontology. Exceptions to this rule of confidentiality may be made within the limits allowed by law at the request of the public and/or legal authorities.
- 9.4 ORGEXPO can not be held responsible for the use of data and information that the user has introduced onto the Internet. ORGEXPO declines any responsibility for the consequences of an extreme, fraudulent or excessive use of the Internet by the user, especially such as intentional or unintentional blockage of the email servers or of email addressees by indiscriminate direct mail advertising (spamming, bulk e-mail, junk e-mail or mail bombing) or of its network or the dissemination of teasing or trolling messages that generate an excessive number of answers and are thus able to disturb the availability of the aforementioned servers or network.
- 9.5 ORGEXPO cannot be held responsible in the case of:
- use of equipment not approved by ORGEXPO,
  - incompatibility or dysfunction of a wireless LAN network card (IEEE 802.11) in the ORGEXPO WiFi network (especially connected with the setting of parameters of the laptop computer or the wireless LAN network card that are different from those set on the network),
  - incompatibility or dysfunction with email systems or with applications implemented and/or operated by third parties,
  - poor use of WiFi or SDSL services by the user,
  - poor installation and/or poor configuration and/or dysfunction of the laptop computer or PDA of the user and/or the wireless LAN network card (IEEE 802.11),
  - non respect by the user of his obligations,
  - impossibility of access via Internet to the virtual private network of a company,
  - use of the WiFi service following exposure, loss or theft of the access codes associated with each pre-paid GENEVA PALEXPO CARD, and more generally, of the use of the aforementioned service by a non-authorized person following an error by ORGEXPO,
  - disturbances or interruptions in the services,
  - disturbances and/or complete or partial non-availability, and/or interruption of all or part of the services offered on networks operated by third party operators.

9.6 ORGEXPO remains outside any litigation that may occur between the user and third parties.

9.7 Generally, under no circumstances can ORGEXPO be required to pay for the direct and/or indirect damages due to the use of the services by the user, the latter acknowledging that ORGEXPO cannot be responsible for contents that the user accesses and that accessibility to the contents and service is not guaranteed and may be suspended without notice.

## 10. Suspension/Cancellation

10.1 ORGEXPO reserves the right to suspend and/or cancel WiFi or SDSL Internet access services, in case of breach of one of his obligations by the user and especially in case of an act of piracy or attempted illicit use of information circulating on the network and having as its origin the account of the user, without the responsibility of ORGEXPO being involved and without the user being able to demand any indemnity or payment.

10.2 ORGEXPO, at the request of a third party and/or any competent authority, reserves the right to suspend provisionally or definitively the use of WiFi or SDSL services without the responsibility of ORGEXPO being involved and without the user being able to demand any indemnity or payment.

## 11. Not personal data and named information

11.1 ORGEXPO may record certain non-personal data such as the type of browser used or the place at which the user is connected. This information is not used under any circumstances to establish a link with the user but serves exclusively to obtain information for ORGEXPO so that it can give an efficient Internet access service.

11.2 ORGEXPO can also sometimes inform the owners and managers of web pages connected by means of the access services of the number of users who access it. This information is not used under any circumstances to establish a link with the user.

11.3 It is possible that as part of the use of the WiFi or SDSL services, ORGEXPO gathers data relating to the traffic generated by the user during the event for its own needs, and undertakes the storage, maintenance and processing of communications effected; this is accepted by the user.

11.4 On the other hand, and in the event of collection by ORGEXPO of named data, the latter will take appropriate measures to ensure protection and confidentiality of the aforementioned information which it detains or which it processes while respecting Swiss legislation, especially the dispositions of the Federal Law on the protection of data of June 19th 1992 (LPD - RS 235.1).

11.5 As part of this law, the user is entitled to exercise his right to the correction of inexact data held by ORGEXPO under the conditions foreseen in the provision relating to the Federal Law on the protection of data of June 14th 1993 (OLPD - RS 235.11).

## 12. Force majeure

12.1 ORGEXPO will not be responsible for not carrying out all or part of its obligations when this results from a situation outside its control as well as in cases of force majeure.

## 13. Litigations - Jurisdiction and applicable law

13.1 For any litigation relating to the present general conditions that cannot be settled amicably, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal in the Federal Court.

13.2 Swiss law alone is applicable.

*The French version of these Regulations is the authentic text.*