

RULES FOR USE OF THE WI-FI NETWORK SERVICE

This document defines the general conditions of access and use of the Wi-Fi Network Service available at the 21WOL Operations Facility (the "Wi-Fi Regulation"). On first using the Wi-Fi Network Service, each Guest or each Authorised Person (as defined below) declares that he/she has carefully read and specifically accepted all of the terms and conditions of use referred to in this Wi-Fi Regulation. Any non-compliance with this Wi-Fi Regulation may result in the temporary or permanent disabling of the User's rights of access to the Wi-Fi Network.

1. DEFINITIONS

For the purposes of this Regulation, the terms and phrases listed below shall have the adjacent meanings provided, unless defined differently in this document:

- 1.1. **Guest:** means the user of the Facility's hotel services.
- 1.2. **Wi-Fi Regulation:** this Regulation which determines the general conditions of access and use of the Wi-Fi Network Service available at the 21WOL Operations Facility.
- 1.3. **21WOL Operations:** refers to 21WOL Operations S.r.l., a single shareholder company based in Via Vittor Pisani 20, 20124 – Milan.
- 1.4. **Facilities/facility:** means each of the 21WOL Operations S.r.l. hospitality-hotel facilities specialised in the offer of "hybrid" hospitality services.
- 1.5. **Wi-Fi Network Service:** the wireless internet connectivity system available at the Facility.
- 1.6. **Authorised Persons:** each non-Guest who has received authorisation, on various criteria, to use the Wi-Fi Network Service (i.e. co-working space users, customers of the bistro/cafeteria inside the Facilities).
- 1.7. **User:** each Guest (as defined above) and each Authorised Person (as defined above), who has gained access to the Wi-Fi Network Service with acceptance of this Wi-Fi Regulation.

2. GENERAL PROVISIONS

- 2.1. The User is cognisant that the Wi-Fi Network Service is provided through the use of shared band frequencies and with limited protection against sources of interference; accordingly, the quality of the Service cannot be guaranteed.
- 2.2. The service is free and comes with no installation cost or charge, and is reserved exclusively to Guests of the Facility, or to each Authorised Person.
- 2.3. If access points to the Wi-Fi Network Service are not available at the Facility, the Guest is responsible for the technical equipment and cost required in order to access the Wi-Fi Network Service.

3. USER'S RIGHTS AND OBLIGATIONS

- 3.1. 21WOL Operations grants use of the Wi-Fi Network Service to the Facility's Guests, or to each Authorised Person, at the points covered by the Wi-Fi Network. The Wi-Fi Network Service may be accessed using laptops, PDAs, tablets, smartphones or devices with network cards that are compatible with Wi-Fi protocols, by means of public access points (so-called hotspots) provided at each 21WOL Operations Facility.
- 3.2. Each User accepts full responsibility, pursuant to this Wi-Fi Regulation, for the use of the Wi-Fi Network Service and for the content of any messages transmitted through the system.
- 3.3. Users undertake not to disclose and/or transfer the access codes (username and password) referenced in subsection 5.1 below to third parties, or to permit third parties who are not Guests or who are not Authorised Persons to use the Wi-Fi Network Service, assuming all associated risks and responsibilities.
- 3.4. Subject to the provisions of subsections 3.2. and 3.3. above, each User undertakes as follows (for purposes of illustration only, but not limited to):
 - not to use the Wi-Fi Network Service differently from methods of use recommended in applicable rules (including regulatory provisions), and in the provisions of this Wi-Fi Regulation;
 - not to act or use means or instruments of any kind that could compromise the smooth running of the Wi-Fi Network Service, restrict its use and performance for other Users and/or compromise network security;
 - not to use the Wi-Fi Network Service to disseminate or broadcast programs aimed at damaging or overloading systems or the network (e.g. viruses, trojan horses, worms, e-mail spamming, file sharing programs);
 - not to infringe the privacy and confidentiality of other Users or third parties;
 - not to transfer information without authorisation, or permit others to do so;
 - not to access websites, chats, online games whose content or images infringe applicable rules (including regulatory provisions) or the standards of public order and public morality;
 - not to use the Wi-Fi Network Service for communications that cause harm or disruption to the network or to third parties, or that infringe applicable rules, including regulatory provisions;

- to comply with standard rules of good conduct in use online - "Netiquette" - by adopting the "RFC 1855" document available for consultation in its official version at <https://www.ietf.org/rfc/rfc1855.txt> (the Italian translation may be accessed at http://www.rfc.altervista.org/rfctradotte/rfc1855_tradotta.txt);
- not to transmit material and/or messages that encourage third parties to engage in unlawful acts/conduct that could trigger criminal or civil liability;
- not to upload - using the Wi-Fi Network Service - material that is in breach of copyright or other intellectual or industrial property rights of third parties;
- not to upload information with form or content that is pornographic, obscene, blasphemous, racist, defamatory or offensive in nature;
- not to use the Wi-Fi Network Service for transmitting advertising/promotional messages, or for mass dissemination aimed at groups of Users.

3.5. In the event that the provisions of this Article are breached, 21WOL Operations reserves the right to immediately disable - temporarily or permanently - the User's access to the Wi-Fi Network Service and, at its own discretion, to impose a penalty of Euro 250.00 (two hundred and fifty/00), without prejudice to its entitlement to seek compensation for further loss. In the event that a Guest breaches the provisions, 21WOL Operations reserves the right to terminate the Contract for hotel services entered into with the Guest (or in his interest) pursuant to Article 1456 of the Civil Code, and also to take any other action pursuant to Article 12 of the General Terms and Conditions of Sale.

4. LIABILITY

- 4.1. The User uses the Wi-Fi Network Service entirely at his/her risk. 21WOL Operations accepts no liability for loss of any kind incurred by the User from the use of the network. The User accepts that 21WOL Operations is not liable in any way for the content, quality or validity of any information found on the internet; nor is 21WOL Operations liable for the outcome of transactions conducted by the User, particularly commercial transactions, that rely on electronic payment systems or related technologies.
- 4.2. Each User accepts full responsibility for his/her acts or actions or for those of third parties carried out while the Wi-Fi Network Service is being used, and for the content of the messages transmitted.
- 4.3. The User shall be liable for any infringement of this Wi-Fi Regulation and undertakes to indemnify 21WOL Operations against any claim (third-party or otherwise) made, on any basis whatsoever, as a result of the infringement of this Wi-Fi Regulation and/or any breach of applicable rules or regulatory provisions.
- 4.4. The User assumes full liability in relation to the content and forms of communications made while using the Wi-Fi Network Service, and undertakes to indemnify 21WOL Operations against any action or claim made against the latter by any party, which arises as a result of said communications. The User specifically exonerates 21WOL Operations from any responsibility or obligation for carrying out any relevant checks and/or controls in this context.
- 4.5. The User undertakes to indemnify 21WOL Operations against any losses, damages, costs and charges including legal fees (if any), which 21WOL Operations incurs as a result of the User or third parties (to whom the User has granted access) using the Wi-Fi Network Service made available to the User.

5. CONFIDENTIALITY

- 5.1. The Wi-Fi Network Service is accessed by means of an identification code (username) and a keyword (password). The User is responsible for safeguarding those credentials, and for protecting the confidentiality thereof; therefore, the User is the sole party responsible for any loss caused to 21WOL Operations and/or to third parties as a result of unauthorised access by third parties who have received those credentials from the User.
- 5.2. The User undertakes to notify 21WOL Operations, at the earliest possible opportunity, of any theft, removal or loss of the access credentials to the Wi-Fi Network Service. The parties agree that the User shall, in any case, be liable for the consequences of theft, removal or loss of said access credentials.
- 5.3. With this Wi-Fi Regulation, the User declares his/her acceptance that, in order:
- to guarantee the security of the network infrastructure, and
 - to ensure that it is properly maintained, as necessary, and
 - to identify any illegal abuse and conduct by Users which could lead 21WOL Operations to incur criminal or civil liability,
- it reserves the right to use network traffic analysis and recording tools, and also to set up a special register of connections.
- 5.4. By this Wi-Fi Regulation, the User declares that he/she accepts that, if required, data obtained pursuant to subsection 5.3 above shall be made available to the Italian Postal and Communications Police Service, to the Judicial Authorities and to the Judicial Police. 21WOL Operations shall process data acquired by means of the Wi-Fi Network Service in compliance with applicable regulatory provisions.

6. PRIVACY

21WOL Operations, as data controller, collects and processes personal data in respect of the EU Regulation 679/2016 "GDPR". For information, please read the hotel privacy policy at the below link: <https://1k9q9w13q31j35w1en32osa7-wpengine.netdna-ssl.com/wp-content/uploads/sites/48/2019/08/21WOL-Privacy-ITA.pdf>

