

# Wi-Fi at Rhaetian Railway (RhB Wi-Fi) General Terms & Conditions (GTC)

## 1. Subject matter and scope of validity

These General Terms & Conditions (GTC) of Rhaetian Railway (RhB) govern the use of the RhB Wi-Fi network by the customer.

## 2. Service provider

Where technically, operationally and financially possible, RhB provides Internet access for the customer at selected railway stations and on board the Bernina Express. RhB cannot guarantee the quality of data transmission or trouble-free operation of the network while providing this service. The customer has no right to demand that RhB provide Wi-Fi at a specific railway station or on board the Bernina Express. In the event of excessive use by a customer, RhB may restrict the bandwidth for that customer or exclude the customer from using the service. RhB is entitled to block certain services/ Internet pages at any time.

## 3. Costs / period of use

Wi-Fi is provided by RhB free of charge. Once the free period of use has expired, the customer may only use RhB Wi-Fi again at the relevant location/in the respective car after a blocking period of two hours.

## 4. Duties and obligations of the customer

Use of the Internet services is at the customer's own risk. The customer bears the sole responsibility for the security of his/her device (which he/she uses to access the Wi-Fi). The customer has a duty to use the services provided by RhB appropriately and in compliance with the law. The customer is expressly prohibited from misusing the Internet access or allowing it to be misused. He/she is also forbidden from using the services to commit illegal or criminal acts. This also includes accessing content or linking to third-party content (links/hyperlinks) that breach legal regulations or official orders, particularly in relation to content

or designs that are pornographic or racist in nature or promote violence. The same applies to the violation of ancillary rights (especially trademark rights and copyrights), the sending of defamatory statements, junk mail or bulk mail (spam) and anti-competitive practices. The customer is prohibited from misusing the services to harm other Internet users, from peer-to-peer networks, similar networks or platforms for offering, downloading, sharing, etc. content which is protected by copyright (e.g. music, videos, films, e-books, etc.). Should the customer produce publications on the Internet, he/she shall bear the sole responsibility for their content.

In the aforementioned cases of breaches of legal regulations or official orders, the customer shall release RhB from all claims brought by third parties against RhB as a result of these violations. In such cases, the customer shall be fully liable to recourse in respect of RhB. RhB is entitled to charge the customer for all costs incurred as a result of the incorrect or improper use of the installed equipment or the subject matter of the agreement.

The customer assumes responsibility for ensuring that the device he/she uses and the software installed on it are free of viruses and other malicious programs. The customer is also obliged to delete his/her device immediately from the RhB register in the event of its sale, theft or any other type of loss. A device can be deleted by sending a mail (complete with telephone number) to [e-business@rhb.ch](mailto:e-business@rhb.ch). All registered devices (see Chapter 5 Registering) will be deleted. Should the customer breach the aforementioned duties, he/she shall be required to make good the direct or indirect damage caused as a result.

Should the customer breach one of the aforementioned duties or obligations, RhB shall be entitled to block access to the Internet or take immediate technical steps insofar as is necessary to ensure the smooth running of the service. The customer may be excluded from using the service(s) with immediate effect.

### **5. Registering**

To be able to use RhB Wi-Fi, the customer must register his/her device. A maximum of five devices per customer may be registered to use RhB Wi-Fi. Registration is valid for six months. The system requires the customer to enter his/her mobile phone number. The MAC address of the device used is automatically assigned to the given mobile phone number. RhB reserves the right to request the re-registration of individual customers or all customers at any time. On logging in to the system for the first time, the customer is invited to accept these GTC.

### **6. Data protection**

RhB and its designated telecommunications service provider, WLAN-Partner.com AG, abide by the applicable data protection and telecommunication regulations.

On registering, the customer transmits the following data to WLAN-Partner.com AG:

- Mobile phone number
- MAC address of device (automatically)

In addition to the aforementioned data, data relating to the area of the railway station/car visited by the customer, including the time, date and device, will be recorded every time the RhB Wi-Fi network is used.

The customer shall take note that WLAN-Partner.com AG, as telecommunications service provider, is registered with the Swiss Federal Office of Communications (OFCOM), and as such is bound by the legal obliga-

tions 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, WLAN-Partner.com AG must monitor directly or through a third party the use of the Internet and the data traffic between the customer and the Internet on behalf of the relevant authorities. WLAN-Partner.com AG may also be required to disclose any contact details, usage data or peripheral data provided by the customer to the authorised administrative bodies.

The customer may cancel his/her use of the RhB Wi-Fi network at any time by sending an e-mail to [e-business@rhb.ch](mailto:e-business@rhb.ch). No personal data shall be collected or processed following the date of cancellation. Personal usage and peripheral data will not be kept on record for longer than six months and will subsequently be anonymised. Contact details will be destroyed once use of the Wi-Fi service has been cancelled or six months after registration.

Should you have any questions regarding data protection or wish to access, delete or rectify data, please contact RhB's data protection officer at [datenschutz@rhb.ch](mailto:datenschutz@rhb.ch)

### **7. Security**

Once the customer has logged in, data transmission between his/her device and the hotspot is unencrypted. Data transmitted between the device and the hotspot could therefore potentially be intercepted by third parties. RhB cannot guarantee that use of the hotspot is secured against third-party access to customer data either saved locally on the customer's device or transmitted by the customer while using the service. The customer is responsible for securing such data. Any claims made by the customer for damages resulting from the use of an unsecured connection, in particular for any da-

mage to his/her hardware or software, data loss or any other type of loss resulting from the use of the service, are excluded unless such damages were caused by an event attributable to wilful or gross negligence on the part of RhB. The use of publicly accessible Internet is at the customer's own risk.

### **8. Liability**

To the extent permitted by law, RhB excludes any liability for itself, any of its auxiliary staff and for any commissioned third party. It shall not be liable in case of force majeure, consequential damages or loss of revenue.

RhB only provides Wi-Fi access to the Internet. RhB assumes 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, RhB shall 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, RhB excludes any liability for the accidental disclosure, damage, loss or deletion of sent/received or stored data. RhB assumes no liability for any damage caused due to misuse of the connection by third parties (including viruses).

### **9. Amendments to the GTC**

RhB reserves the right to amend the GTC at any time. The customer shall be informed in an appropriate manner of any amendments to the GTC.

### **10. Applicable law and place of jurisdiction**

Unless statutory provisions imperatively sti-

pulate otherwise, Swiss law applies exclusively to this contract excluding the provisions of conflict law and treaties. The exclusive place of jurisdiction for any disputes arising from this contract is the town of Chur.

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