

TERMS OF USE FOR THE USE OF SCHIPHOL TELEMATICS PUBLIC INTERNET SERVICES



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1. APPLICABILITY OF TERMS OF USE

- 1.1 The purpose of this document is to set out the terms of use of the Public Wireless LAN (Wireless Internet) service and the Public Wired LAN services (Internet PC's), offered by Schiphol Telematics.
- 1.2 Schiphol Telematics's Public Wireless LAN service (hereinafter referred to as the Wi-Fi Service) provides users, equipped with WiFi-enabled devices (such as laptop computers, PDA, tablets and mobile phones) standardised wireless Internet access at designated Hotspots.
- 1.3 Schiphol Telematics's Public Wired LAN services (hereinafter referred to as the Internet PC Service) provides users access to a workstation and internet after log-in at designated areas throughout the terminal of Amsterdam Airport Schiphol.
- 1.4 Both Wi-Fi Service as Internet PC Services will be hereinafter referred to as "Public Internet Services".
- 1.5 The Public Internet Services includes the basic functions of Internet access. The service does not include the provision of an e-mail inbox nor the hosting of web pages.

2. DEFINITIONS

"Access Codes": refers to the Login and Password provided upon the purchase of a prepaid credit for WiFi communications, enabling access and authentication to Schiphol Telematics' Public Internet Services

"Schiphol Telematics": telecommunications network operator of the Public Internet Services.

"Public Hotspots" or "Schiphol Telematics's Hotspots": refers to the public locations covered by the Schiphol Telematics's WiFi network.

"Schiphol Telematics's Public Wireless LAN": refers to Internet access service using IEEE 802.11a/g/n wireless LAN technology on the Schiphol Telematics's Hotspots.

"Schiphol Telematics's Internet vouchers": designates both material and virtual prepaid cards which represent a certain credit for prepaid Public Internet Services.

"User": natural person or legal entity making use of the Schiphol Telematics's Public Internet Services. The term can refer to either a subscriber to a Schiphol Telematics's Internet voucher, or a subscriber to an online Schiphol Telematics's prepaid access.

3. SUBSCRIPTION TO PUBLIC INTERNET SERVICE

- 3.1 The subscription to Schiphol Telematics's Public Internet Service can require, according to the public hotspots, the purchase of a prepaid credit of WiFi communication, as defined in the current Terms of Use. This step is followed by the authentication and log onto the Service.
- 3.2 Schiphol Telematics shall provide Users who have previously obtained a connection credit for Public Internet Services from Schiphol Telematics, or via authorised resellers, (prepaid credit) with standardised wireless Internet access at designated Hotspots.
- 3.3 Prepaid Internet vouchers for the use of Prepaid credit of WiFi communications are available at Schiphol Telematics's authorised resellers at Amsterdam Airport Schiphol.
- 3.4 Prepaid Internet vouchers for the use of Prepaid credit of WiFi communications can also be purchased directly online from Schiphol Telematics's Hotspots portals with credit card or using Paypal. In that case, the User receives a secure transaction mechanism for bank card payments. The only acceptable payment methods for the purchase of the Public Internet Service are Paypal, Visa cards, Eurocard Mastercard or American Express cards.
- 3.5 If a "free WiFi offer" is selected on one (or several) Schiphol Telematics Hotspot(s), the User can access the free WiFi connection for a limited or unlimited time on the concerned Schiphol Telematics's Hotspot(s), according to the article 4.4 below.

4. ACCESS TO THE SERVICE

- 4.1 The Public Internet Service is accessible during the opening hours of the public locations covered by the Schiphol Telematics public WiFi network, under the terms and within the limits of the prepaid credit of WiFi communications subscribed by the User.
- 4.2 Schiphol Telematics provides Internet PC's in several places in the terminal complex (e.g. Internet Centres) to users of the Internet PC Service.
- 4.3 To access the Public Internet Service, the User is required to enter a Login and Password. The User can choose between various prepaid vouchers of WIFI communications.
- 4.4 Regarding these prepaid vouchers, the connection time can be split over a period of 24 hours starting from the User's first log-in to the Schiphol Telematics's public WiFi network.

- 4.5 Once the Login and Password have been entered by the User, any connection to Internet performed via the use of the Public Internet Service will be considered prepaid connection time to which the User has logged in. The meter reading obtained by Schiphol Telematics network system will be the basis for determining prepaid credit for the Public Internet Service.
- 4.6 Users of the Internet PC Service are allowed to install software on the Internet PC's in order to set up VPN connections or editing software. All software installed and data stored on the internet PC will be lost after the session. The User is fully responsible to install official or free licenced software.
- 4.7 User is obliged to log-out the Internet-PC session when leaving the Internet-PC. Schiphol Telematics is not liable for the consequences of not logging out.
- 4.8 For security reasons the Internet PC will reboot after 15 minutes of non-activity and all software and data will be lost. If for whatever reason user is obliged to leave the used Internet PC, the user should store their personal data on an USB stick (USB ports are in screen) or in the Cloud at their own risk.
- 4.9 Schiphol Telematics cannot be held responsible for theft, espionage, intrusion, loss or any other consequences of negligent handling of the user concerning personal data, left hardcopies at the working spaces, printers or other areas.
- 4.10 In case a "free WiFi offer" is selected on one (or several) Schiphol Telematics Hotspot(s), the offer is available on the home page of the WiFi portal. The free credit is accessible online on Schiphol Telematics' Hotspot, after validation of these Terms of Use. The free WiFi offers can be limited to a predefined period of WiFi communication per day and per equipment (each equipment is identified by its MAC address (Media Access Control)). The connection time can be split over one and same day. The credit expires automatically at 23h59 the day of the connexion, even if the credit has not been entirely used. The meter reading obtained by Schiphol Telematics network system will be the basis for determining available credit for the Public Internet Service.
- 4.11 Schiphol Telematics Hotspots are available in all public areas of the terminal complex of Amsterdam Airport Schiphol. The rental spaces to external parties like business class lounges, hotels and meeting rooms are excluded unless these parties have agreed with Schiphol Telematics to provide their Hotspots within their (limited)-access areas.

5. PRICING – PAYMENT TERMS

- 5.1 The prices of the Public Internet Services credits are set down during the online ordering process or will be communicated at the shops of the authorised resellers. The prices include taxes.
- 5.2 If the User wishes to obtain specific services, prices shall be provided by Schiphol Telematics on request.

6. USER'S OBLIGATIONS

6.1 ONLINE ORDERS

- 6.1.1 All online payments are subject to the provision by the User of the following information: users name, surname and a valid email address.
- 6.1.2 Schiphol Telematics disclaims all responsibility with regard to the consequences of the User's non compliance with the above obligation.

6.2 ACCESS CODE

- 6.2.1 The Access Codes are personal and confidential.
- 6.2.2 In the event of an online order from a Schiphol Telematics's Hotspot, the Access Codes are immediately communicated to the User online as well as by email to the e-mail address communicated by the User through the order form on line.
- 6.2.3 In the event of the purchase of a material prepaid card, the Access Codes are confidentially indicated on the card.
- 6.2.4 In the event of the purchase of a virtual prepaid card the Access Codes are confidentially indicated in the receipt generated by the TPE of the authorised reseller.
- 6.2.5 Users shall not give their Access Codes to third parties. The Access Codes provides Users' personalised and exclusive access to the Service. User shall be held fully responsible for any access to the Service obtained through the use of his Access Codes.
- 6.2.6 In the event of either the loss, the theft or the misuse of the Access Codes, User must immediately inform Schiphol Telematics' WiFi Customer Service at internet@st.nl in order to allow Schiphol Telematics to cancel the Access Codes.

6.3 SPECIFIC OBLIGATIONS IN RELATION TO THE INTERNET

- 6.3.1 Users shall not infringe intellectual property rights by using the Internet.
- 6.3.2 Users shall not transmit any information over the Internet that is prohibited, illicit, illegal, contrary to public decency or laws and order, and infringing, or likely to infringe, the rights of third parties and in particular intellectual property rights.
- 6.3.3 Users are expressly reminded that the Internet is not a secure network. In these circumstances, it is Users' responsibility to take all appropriate measures to protect their own data and/or software, in particular from contamination by viruses that may travel over the Internet network or third-party intrusion into the system on their mobile device for any purpose whatsoever, and to backup their mobile device before and after setting up the Service.
- 6.3.5 Users also acknowledge that they have been fully informed of the lack of reliability of the Internet network, especially in terms of the absence of security in data transmission and the non guarantee of volume and speed performances in data transmission.
- 6.3.6 Users acknowledge that they have been informed that there are no guarantees as to the integrity, authentication and confidentiality of the information, files and data of all types they may wish to exchange over the Internet network.
- 6.3.7 Therefore Users must not use the Internet network to transmit messages whose confidentiality requires a fail-proof guarantee.
- 6.3.8 Users shall refrain from any fraudulent, improper or excessive use of servers and/or email inboxes by unsolicited commercial email (spamming, bunk email or mail bombing), or of its network, or the sending of attractive messages that necessarily generate a substantial number of replies (teasing or trolling) and are therefore likely to disrupt the availability of said servers or network.
- 6.3.9 Any complaints about the performance of services or the sale of products over the Internet network shall be sent by Users directly to the content providers concerned.
- 6.3.10 Users should be aware of the nature and variety of content available over the Internet network and the fact that some content may be harmful for minors.

7. SCHIPHOL TELEMATICS' COMMITMENTS

- 7.1 Schiphol Telematics shall endeavour to ensure optimal availability of the Public Internet Service. However, Schiphol Telematics cannot guarantee that the Public Internet Service will function without fault or interruption, or that specific transmission times and capacities will be maintained. Schiphol Telematics reserves the right to carry out maintenance work requiring interruption of operation on its public WiFi and LAN network at any time.
- 7.2 Schiphol Telematics shall not be responsible for the content accessible over the Internet network or the damage that may arise from its use, unless such damage was intentionally caused by Schiphol Telematics.
- 7.3 Given the confidential nature of private correspondence, Schiphol Telematics exercises no control over the content or the characteristics of data received or transmitted by Users over its network and/or the Internet network. However, to ensure the proper management of its Internet access system, Schiphol Telematics reserves the right to delete any message or bar any operation by User likely to disrupt the proper operation of its network or the Internet network, or not abiding by the operational rules, legal provisions, ethical rules or the code of professional conduct.
- 7.4 At the request of public and/or judiciary authorities, the rule of confidentiality may be dispensed with, within the limits of the law.
- 7.5 Schiphol Telematics shall not be responsible for the use of any data and information Users may have released over the Internet network. Schiphol Telematics disclaims all responsibility with regard to the consequences of fraudulent, improper or excessive use of the Service by User, such as in particular the voluntary or involuntary congestion of Schiphol Telematics's email servers or Users' email inboxes by unsolicited commercial email (spamming, bunk email, junk email or mail bombing), or of its network, or the sending of attractive messages that necessarily generate a substantial number of replies (teasing or trolling) and are therefore likely to disrupt the availability of mentioned servers or network.
- 7.6 The responsibility of Schiphol Telematics shall not be incurred:
 - in the event a Wireless LAN network card (IEEE 802.11a/g/n) is incompatible with, or fails to function with, Schiphol Telematics' public WiFi network (notably because the set-up of the mobile device or Wireless LAN network card differs from those implemented on the network);

- in the event of incorrect use of the Public Internet Service by Users;
- in the event of an incorrect installation and/or an incorrect configuration and/or a fault in Users' mobile devices and/or the Wireless LAN network card (IEEE 802.11a/g/n);
- in the event of Users' non compliance with his obligations;
- in the event the Internet does not provide access to an enterprise virtual private network;
- in the event of service disruptions or outages;
- in the event of total or partial disruptions and/or unavailability, and/or the outage of all or part of the services offered on the networks operated by third-party operators;
- in the event of force majeure as defined by the jurisprudence of the Dutch Court.

8. USER'S LIABILITY

- 8.1.1 User is responsible for any direct or indirect damage, either material or immaterial, caused to third parties as result of his own use of the Public Internet Service.

9. SCHIPHOL TELEMATICS' LIABILITY

- 9.1 User may only claim reparation for direct and immediate damages suffered by him, up to the limit of the amount invoiced by Schiphol Telematics in relation to the order concerned as far as Schiphol Telematics is liable in any way under these Terms of Use.

10. SECURITY

- 10.1 Communications established via the Service present the same level of security as standard Internet communications. Absolute protection against intrusions or eavesdropping cannot be guaranteed. Schiphol Telematics disclaims all responsibility in relation to such events.
- 10.2 To reinforce the level of security, User may install security software on their own initiative, such as firewalls or VPNs (Virtual Private Networks). Schiphol Telematics shall not be accountable nor liable for the operation of third-party security software.
- 10.3 Appropriate security software on Users' device and on the selected server is normally required for access to corporate data (Intranet, Office applications, etc). Since third-party software is used for this purpose, Schiphol Telematics declines all responsibility for the functioning of this software.

11. USERS SUPPORT

11.1 HOTLINE SUPPORT

- 11.1.1 Schiphol Telematics provides User with a hotline support service designed to receive and process Users' calls on accessing and using the Public Internet Service. Hotline support is available from The Netherlands, 7 days a week, from 06:00hr until 20:00hr, on the following number: 020 7950795 (free call from every phone booth in terminal or via Hotline phone in internet centres, otherwise it's users own operator's tariff).
- 11.1.2 The Users of an offer purchased from a roaming partner of Schiphol Telematics are invited to contact the support service of the operator to whom they have subscribed.

11.2 CUSTOMER SERVICE

- 11.2.1 Schiphol Telematics provides User with a Customer Service designed to process Users' requests on the usage and commercial aspects of the Service. Customer Service: internet@st.nl
- 11.2.2 Any objection or dispute relating to an invoice must be notified by e-mail to the Customer Service and must be submitted (with copy of original receipt with readable log-in and password) within 30 days of the receipt of the disputed invoice by User.

12. MODIFICATION OF THE TERMS OF USE

- 12.1 These Terms of Use enter into force on the date of the authentication of User on any Schiphol Telematics' Hotspot portals for the duration corresponding to the prepaid credit of minutes purchased by User (or in that event, on the free credit of minutes of WiFi communication in case a "free WiFi offer") pursuant to the conditions defined in article 4.
- 12.2 Schiphol Telematics reserves the right to modify the Public Internet Service, as well as to amend these Terms of Use any time. Such amendments are binding to User as soon as they subscribe to the Public Internet Service. Accordingly, the User is advised to regularly consult the Terms of Use so as to be aware of any such new terms and conditions.

13. PERSONAL DATA

- 13.1 Schiphol Telematics complies with the prevailing laws with regard to handling personal data, particularly with the provisions of the Personal Data Protection Act (“Wet Bescherming Persoonsgegevens”) and the Dutch Telecommunications Act (“Telecommunicatiewet”).
- 13.2 Schiphol Telematics only collects, stores and processes the data required for providing the Public Internet Service, for handling user relations, particularly to ensure a high quality service, operational reliability and infrastructure and for invoicing purposes. User accepts that Schiphol Telematics may, in connection with the conclusion and performance of the contract, request information concerning his/her personal data for the need specific design and development of the service and customised offerings. If a service is provided jointly by Schiphol Telematics and a third party, or if User receives third party services via the Schiphol Telematics’s public WiFi network, Schiphol Telematics may disclose User’s data to a third party, insofar as this is necessary for the provision of such services.
- 13.3 The way User’s data will be processed and the protection of User’s private life (insofar as applicable) by ST and/or (sub) processor(s) are laid down in Schiphol Telematics’ ‘Privacy Statement’ as published on its Internet site. That Privacy Statement will be amended if necessary due to new developments.
- 13.4 Insofar as applicable in respect of the Public Internet Service, Schiphol Telematics will comply with all its statutory obligations to provide information (such as obligations related to criminal investigations) and will cooperate in any legal tapping obligations as also mentioned under 7.4.

14. SUSPENSION/TERMINATION

- 14.1. Schiphol Telematics reserves the right to suspend or terminate access to the Public Internet Service without notice and without User being entitled to claim any compensation whatsoever, in the event of a breach of one of the provisions of these Terms of Use, and especially in the event of hacking or attempts to make illicit use of the information circulating on the network and originating from the User’s account, including if Schiphol Telematics notes simultaneous connections originated by User’s Access Code. Schiphol Telematics reserves the right to claim damages.

15. DISPUTES/APPLICABLE LAW & PLACE OF JURISDICTION

- 15.1 If there is a complaint or dispute in respect of the Public Internet Service, first User must contact Schiphol Telematics at the telephone number or address indicated by Schiphol Telematics. Schiphol Telematics will respond substantively within 30 days of receiving the complaint or dispute unless that is not reasonably possible, in which case it will inform User within that term – stating the reasons – when he can expect a substantive response at the latest.
- 15.2 If User does not accept the treatment of his complaint or dispute in accordance with article 15.1, User will be entitled to submit the dispute to the competent court of Amsterdam, the Netherlands.

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Telematics

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