

## **TERMS OF USE – GUEST WIRELESS INTERNET ACCESS (WI-FI): USB-Public**

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### **1. INTRODUCTION**

You are about to access the internet via a wireless network service made available by the provider Monzoon on the premises of University Hospital Basel (hereinafter referred to as USB). You may only use the guest Wi-Fi network USB-Public if you expressly agree to [Monzoon's General Terms and Conditions](#) and the Terms of Use set out in this agreement. Please read through this agreement carefully before using the guest Wi-Fi network. By ticking the checkbox, you actively agree to the Terms of Use. The terms of this agreement govern and concern only the use of the guest Wi-Fi network at USB and do not affect any other relationship between you and USB in any way. Moreover, USB reserves the right to alter the Terms of Use at any time and without prior notice. The Terms of Use take effect immediately upon publication on the USB website.

### **2. ACCESS AND AVAILABILITY**

The guest Wi-Fi network USB-Public may only be used by patients, visitors or guests of USB. The coverage, speed and quality of this service may vary. The service may be unavailable or only available to a limited extent due to emergencies, problems with transmission, equipment or network, restrictions, interference, weak signal levels or maintenance work, etc. For this reason, wireless internet access is not available to guests on an unlimited basis and is only permitted for defined services that may be blocked, interrupted or terminated at any time without prior notice and without reasons being given. USB cannot be held liable for any damage, loss, cost or effort incurred due to the termination of the service or as a consequence of termination.

### **3. USE OF THE SERVICE (guest Wi-Fi network USB-Public)**

Users of this service agree to USB's rules of conduct and security regulations and may not use the service for purposes that are in violation of applicable law, infringe the rights of third parties, are in breach of the principles of the protection of minors or are prohibited under this agreement. The following non-exhaustive list prohibits the use of the service ...

- ... in a manner that significantly impairs the operation of the guest Wi-Fi network, e.g. due to the transmission of excessive amounts of data;
- ... infringes copyright, patents, trademarks or intellectual property rights of others or is in breach of data privacy;
- ... for the purpose of slander, defamation, the dissemination of obscene or offensive material, harassment, wilful misrepresentation, fraud or the publication of confidential information;
- ... to distribute content that is likely to promote or support racism, fanaticism, hatred, physical violence or unlawful acts;
- ... to distribute viruses, Trojans, worms or other harmful files or computer programmes in order to damage, obstruct, secretly intercept or expropriate systems, data or personal information;
- ... to gain illegal or unauthorised access to other computers or networks;
- ... to intercept, collect or store data belonging to third parties without the latter's knowledge and consent;
- ... to send unsolicited messages, "spam" or "junk mails";
- ... to offer the service for use by other computers/users.

### **4. LIMITATION OF LIABILITY**

Anyone using the guest Wi-Fi network does so at their own risk. USB cannot be held responsible for any damage caused by the use of the service. The following non-exhaustive list includes possible damages:

- loss of or damage to confidential data
- personal injury or damage to property
- loss due to unauthorised access by viruses or other harmful components
- interruption due to data loss or transmission
- losses due to goods or services ordered or purchased via the guest Wi-Fi network, messages or data received via the service, or transactions made via the service.

USB assumes no liability for the content that is communicated and conveyed by USB being correct, up-to-date or complete. USB accepts no liability for damages resulting from the use of the content communicated and conveyed. Furthermore, USB cannot guarantee that the content communicated or conveyed is free of errors or the like and accepts no liability for any damage that may result to the user or third parties. If USB suspects or detects misuse or fraud, it reserves the right to block access immediately.

## **5. DATA PRIVACY AND DATA SECURITY**

In order to ensure the secure operation of the service, USB – in addition to the internet provider Monzoon – may collect various data (e.g. internet protocol, IP addresses and technical data such as logs recording duration of use, etc.). Such technical data cannot be directly attributed to a specific individual, however. IP addresses and technical data are stored by USB for a certain period of time (max. six months) and then deleted. Data is only collected, stored and processed insofar as this is necessary for the use of the service and permitted by statutory regulations or mandated by law. The data is not passed on to unauthorised third parties. Users should note that the wireless internet connection provided by this service is not secure. Connections may be intercepted by third parties. The user is responsible for installing and using any additional technical tools that seem necessary to protect their data. The user is responsible for the security of their computer or networked devices. USB recommends installing anti-virus software and a personal firewall to protect a private device from unauthorised access and damage.

## **6. APPLICABLE LAW**

Swiss law shall apply exclusively. Should one or more of these Terms of Use be or become invalid in whole or in part due to legal provisions, regulations or changes in the law, all other Terms of Use shall remain in force and the valid provision shall apply that comes closest to the intended purpose of the invalid provision. The exclusive place of jurisdiction is Basel.