

## GROUPAMA STADIUM WIFI - TERMS OF SERVICE

The terms of service hereby are a free translation of the original French version, which is the only one relevant in front of a court of justice. The purpose of this translation is to help Users who are not French speaker, and will not bind Olympique Lyonnais.

### 1. DEFINITIONS

« **Guest account** » : designs the account that is necessary in order to access some functionalities.

« **Olympique lyonnais** » : designs the company Olympique Lyonnais Groupe, public limited company, which share capital is 88 366 362,80 €, registered at the Registre du Commerce et des Sociétés of Lyon, n° 421 577 495, which headquarter is 10 Avenue Simone Veil 69150 Décines-Charpieu.

« **Stadium** » : designs the sport complex of the Groupama Stadium located 10 avenue Simone Veil 69150 Décines-Charpieu and the sport complex called Groupama OL Training Center located 104 rue Sully 69150 Décines-Charpieu.

« **Service** » : designs the internet service using a wireless Wifi, proposed by the Stadium and ensuring 20 000 to 25 000 simultaneous connections.

« **Users** » : designs every physical or moral person which subscribed to the Service proposed by the Stadium according to the conditions defined hereby.

"**Wifi**" : designs in a generic way every wireless communications protocol managed by the norms IEEE 802.11.

### 2. OBJECT

This document's purpose is to define the terms of service of the Service proposed by the Stadium.

### 3. ACCESS TO THE SERVICE

The Service allows the User who owns a mobile, a tablet or a laptop compatible with Wifi to login to wireless internet from the areas that are covered by the Wifi of the Stadium.

The Service is free and accessible 24 hours a day.

The Service allows the user to surf the Internet.

The Service doesn't include a mail address, or to host of web pages.

The access to the Service can be interrupted, suspended or modified, without any delays, for maintenance purposes or for any other reason, and this interruption will not give a right to compensation.

Every User who wants to access the Service can log in through a social network if he has an account on this social network. The list of the social networks that allow a connection to the Service can be modified any time.

If the User doesn't want to log in through a social network, he can chose to register through a process in which he has to give personal information's such as: an email address, a password, his first and last names.

Any User accessing to the Service through a social network give these mandatory details through his Facebook, Twitter, Google+ and Linked In account.

In principle, if the information of connection and the Stadium Wifi network are memorized by the device of the User, the User can log in automatically to the Servers when he is in the zone covered by the Wifi.

The User is informed that he is solely responsible of keeping confidential his account and password. He commits himself to inform the Olympique Lyonnais immediately in case of an unauthorized use of his account and/or password, and/or breach to the safety.

Except for the general public, it is made clear the Olympique Lyonnais can foresee a specific procedure to access the Service through a guest account for certain categories of Users (for example : guests, VIP clients, journalists, etc...). The connection to the Service through a Guest Account will give access to functionalities such as the possibility to download.

#### **4. COMMITMENTS AND LIABILITY OF THE USER**

##### **4.1 Required information**

In order to subscribe to the Service, the User commit himself to communicate his exact contact details to the Olympique Lyonnais, in particular a valid email address. The User is solely responsible of the validity of the email address reported.

##### **4.2 Specific obligations**

4.2.1 The User commits himself to use the Service in a reasonable way and to respect the rules of good conduct on the internet. In case of a breach of these commitments, the Olympique Lyonnais retains the right to suspend the access to the Service.

4.2.2 The User is informed that Internet is a network that convey data that can be protected by intellectual property rights or violate legal provisions in force. The User forbids himself to pass or download on the Internet any prohibited, illegal, contrary to the morality data and violating the rights of a third, in particular intellectual property rights.

4.2.3 The Olympique Lyonnais warns the User on the nature and the diversity of the data available on the Internet, which can affect the minors.

4.2.4 The User forbids himself any fraudulent, abusive or excessive use of the Service, such as the congestion, voluntary or not, of the emailing servers of the Olympique Lyonnais and/or the receivers of the emails trough spamming, bulk e-mail, junk e-mail or mail bombing or to the Olympique Lyonnais network, or the sending of attractive emails generating a huge

amount of responses (teasing or trolling) which can disturb the availability of the servers or network and assume the full responsibility of this kind of utilization of the Service.

4.2.5 Regarding the products or the services on the Internet, the User addresses directly to the content provider any claim linked to the execution of the services provided or the sales of products by these persons.

4.2.6 It is expressly reminded that Internet is not a secure network. In these circumstances, the User has to take all the appropriate measures in order to protect his own data and/or software including from the contamination by malwares or from the intrusion of a third in his device (mobile, tablet, laptop) for any purpose, and to proceed to safeguards prior and after the implementation of the Service.

4.2.7 The User also recognizes that he is fully informed that the integrity, the authentication and the confidentiality of the information, files and data of all kind that he wishes to exchange on the Internet network cannot be guaranteed on this network. The User cannot transmit through the network some messages that he wants to keep confidential.

4.2.8 The User is informed that the bandwidths available for his own usage can change depending on the using of the bandwidths that is made by other Users. For this reason, the Olympique Lyonnais reserves the right to block at any time the access to the Service if he has a legitimate reason to believe that the safety of the Service or the quality of the connection of the User are threatened.

### **4.3 Liability of the User**

The User is solely responsible of any direct or indirect prejudice, material or immaterial caused to thirds by his personal utilization of the Service.

### **4.4 Legal obligations of the Users against computer piracy**

4.4.1 In accordance with article 5 of the law n°2009-669 on June 12th 2009 regarding the diffusion and the protection of creations on Internet, the User is informed of the article L.336-3 of the Intellectual Property French Code (hereinafter "CPI") : "The person holder of the access to communication services to the public online has the obligation to make sure that this access is not used for reproduction, representation, provision or communication to the public of work or object that are protected by an author right or any property right without the authorization of the right holder foresee at Book I and II when it is require. Failure to comply by the person who owns the access to the obligation defined at the first paragraph doesn't have for effect to engage the criminal liability of the concerned person".

4.4.2 The User is informed that the "Haute Autorité pour la diffusion des œuvres et la protection des droits sur internet" (HADOPI) can take the following measures:

- When the Authority is seized of facts that can constitute a breach to the obligation defined at article L. 336-3 of the CPI, the HADOPI can send, under its stamp and for itself, to the User or trough Hub One a recommendation including a reminder of it obligation defined at article L.336-3 of the CPI, an injunction to respect it and any other useful information regarding the fight against piracy and the ways of security that exist. It will involve the date and hour of the facts in cause and the contact details in order to contact the HADOPI.

In case of a renewal in a delay of 6 months since the send of the recommendation, the HADOPI can address a new recommendation comprising the same information than the previous one by an electronic way in the same conditions than those previously referred to. The HADOPI can match this recommendation with a letter delivered in exchange of a signature or any other mean that can establish the proof of the date where the letter is sent.

4.4.3 Moreover, the User is informed that the violation of author right's or similar right is an offense punished by penalty sanctions foreseen by articles L.335-2, L.335-3, L.335-4, L.335-5, L.335-6 and L.335-7 of the CPI. Otherwise, the User incurs civil fines in order to repair the damage suffered by the rights owners.

## **5. COMMITMENTS AND LIABILITY OF THE FIRM**

5.1 The Olympique Lyonnais enforces every means it has in order to assure a high availability of the Service. However, the Olympique Lyonnais cannot assure that the Service will run without interruptions or disturbances, neither it can assure the duration and the capacity of the determined transmissions. The Olympique Lyonnais reserves the right to perform work that can interrupt the Service.

5.2 The Olympique Lyonnais is not responsible of the contents accessible through the Internet network and of the damages that their use can induce, unless these damages are intentionally produced by the Olympique Lyonnais.

Given the secret that must benefit to the private correspondence, the Olympique Lyonnais doesn't exercise a control on the content or the characteristics of the data received or transmitted by the User on his network and/or on the Internet network. However, in order to insure a good management of the Internet access system, the Olympique Lyonnais reserves the right to remove a message or to impeach an operation of the User that can disturb the network or that doesn't respect the Terms of service, ethic or deontology.

Exceptions can exist in the boundaries of the law, in case of a public/judiciary authority ask it.

5.3 Liability of the Olympique Lyonnais cannot be seek:

- If the Wifi card isn't compatible with the Wifi network proposed by the Stadium (especially if it's due to the setting of the mobile, tablet, laptop or the card of those which are put in place on the Wifi network proposed by the Stadium.
- In case of a bad use of the Service by the user.
- In case of a bad installation and/or bad configuration and/or a dysfunction of the mobile, tablet, laptop or the Wifi network card,
- In case of a disrespect of its obligations by the User,
- In case of a perturbation or interruption of the network or the access to the Service,
- In case of a perturbation and/or unavailability total or partial and/or interruption of one or all the services proposed on the networks exploited by third operator.
- In case of major force within the meaning of the Cour de Cassation jurisprudence.

## **6. SUSPENSION**

The Olympique Lyonnais reserves the right to suspend the access to the Service with immediate effect and without compensation in case a breach of the term of services by the User, including a piracy act or attempt of use or illegal send of information flowing on the network with cause or origin the connection to the Service.

## **7. DATA OF CONNEXION AND PERSONAL DATA**

7.1 According with article L. 34-1 of the Code des postes et communications, amended by the law n° 2006-64 of January 23th 2006 (called « anti terrorist law ») and at article R. 10-13 of the Code des postes et communication which impose an obligation of retention of the connection data, the Service will register the information that can identify the User, the data regarding terminal equipment of communication used, the technical characteristics and the date, the time and the duration of each communication. The data linked with the content consulted, especially the URL consulted, will never be registered. These informations collected will be given only to the relevant authorities. In accordance with the regulation of the retention of personal data, the navigation data will be destroyed 12 months after collection.

7.2 If the Olympique Lyonnais collects personal data, the Olympique Lyonnais takes the necessary measures to protect and keep confidential these data that are detained or treated. Accordingly with the law « Informatique et libertés » above-mentioned and the General Data Protection Regulation (GDPR) the User benefit the following rights : right to access, right to modify, right to erase date, data portability right, right to refuse, right to limit treatment, right to withdraw his or her consent, right to set guidelines on the date of his or her personal data in the event of death.

The User can exercise his or her right by an email at [dpo@ol.fr](mailto:dpo@ol.fr) or by a postal mail addressed to the “Data Protection Officer”, 10 avenue Simone Veil 69150 Décines-Charpieu, with a copy of an identity document.

For more information, the Users are invited to read the “date protection charter” on the Olympique Lyonnais’ website.

Moreover, if the Users gave his consent during the data collect, the User can receive offers, information or newsletters from the Olympique Lyonnais and/or its partners.

## **8. MEDIATION**

According with article L 611-1 and R 611-1 of the French Consumer Code concerning the informal settlement of disputes : when the customer has submitted a written complaint to the professional and has not obtained satisfaction or reply within two (2) months, he may submit his or her complaint to the Consumer Ombudsman free of charge. The Consumer Ombudsman must be seized within a maximum of one (1) year from the initial complaint.