

WIFI Charter in France

This document constitutes the "WIFI Charter – B&B Hotels" for use by anyone using the WIFI connection service available in hotels within the B&B Hotels network.

ARTICLE 01. DEFINITIONS

In this "WIFI Charter – B&B Hotels", words or expressions beginning with a capital letter have the following meanings:

- "Users" means any person who uses the WIFI Service, whether they are staying at the hotel or are simply visiting.
- "WIFI Service" means the provision of internet access by B&B Hotels to Users via the B&B Hotels WIFI network.

ARTICLE 02. PURPOSE

The purpose of this policy is to define the rules for accessing and using the WIFI Service that apply to Users and to inform them of the legal and regulatory provisions governing this type of service intended for the public.

ARTICLE 03. CONDITIONS OF ACCESS TO THE WIFI SERVICE

03.01 ACCEPTANCE OF THE B&B HOTELS WIFI POLICY

Access to the WiFi Service is free for Users and subject to their acceptance of this "B&B Hotels WiFi Charter".

It is therefore imperative that all Users read this "WIFI Charter – B&B Hotels". B&B Hotels advises all Users to save or print this "WIFI Charter – B&B Hotels", without modifying it.

Furthermore, it is specified that, in the relationship between B&B Hotels and the User, the "WIFI Charter – B&B Hotels" governs their contractual relationship for the sole provision of the WIFI Service, to the exclusion of any other agreement.

Finally, any use of the WIFI Service by a minor remains the responsibility of his or her legal representative(s), in particular with regard to the use of restrictions or parental control systems on the equipment.

03.02 TECHNICAL REQUIREMENTS AND COVERAGE AREAS

The User is informed that access to the WIFI Service requires compatible equipment that complies with current technical standards and norms. It is the User's responsibility to ensure that they have the equipment, software and browsers required to use the WIFI Service.

The WiFi Service is accessible in the areas covered within the hotel establishments, namely: the rooms and, depending on the establishment, also at reception and in the breakfast room.

Beyond these areas, B&B Hotels does not guarantee network coverage and, consequently, access to the WiFi Service.

ARTICLE 04. RESPONSIBILITIES OF B&B HOTELS

04.01 CONTRACTUAL LIABILITY

B&B Hotels' commitment is strictly limited to providing access to the WiFi service as described in this "WiFi Charter - B&B Hotels", with the express exception of any IT security devices for which the User is solely responsible (in particular in terms of choice, installation, updates, etc.).

Consequently, B&B Hotels cannot be held liable for any damage that may occur to the User's equipment and/or loss of data resulting from the User's use of the WIFI Service, including as a result of malicious acts by third parties via the Internet.

Furthermore, B&B Hotels endeavours to provide a WiFi Service that is available and of sufficient quality for reasonable consultation of websites, social networks and other resources that do not require excessive bandwidth. However, B&B Hotels does not guarantee the availability, uniform performance of the WiFi Service for intensive use (video on demand, online gaming, etc.).

Furthermore, the User acknowledges that the characteristics and constraints of the internet network do not allow the availability and proper functioning of the WiFi service to be guaranteed. Consequently, B&B Hotels does not guarantee that the WiFi service will function without interruption or with the same quality of service at all times.

In any event, B&B Hotels shall only be held liable for proven negligence and for direct and foreseeable damage caused exclusively by a breach of its obligations.

In this regard, B&B Hotels cannot be held liable for the non-functioning, inability to access or malfunctioning of the WiFi Service attributable to the User's unsuitable equipment or to malfunctions specific to the Internet network. The same shall apply for any other reasons beyond the control of B&B Hotels.

Furthermore, it is specified that B&B Hotels may be required to temporarily interrupt access to the WiFi Service for all or some Users for maintenance reasons aimed at ensuring the proper functioning of the WiFi Service or for security reasons, without prior notice and without this interruption giving rise to any compensation for the User. B&B Hotels cannot be held liable for such service interruptions or disruptions.

Finally, the User is expressly informed, in particular, (i) that the transmission of data over the Internet is only relatively reliable, as it circulates on heterogeneous networks with varying characteristics and capacities, which are sometimes saturated at certain times of the day and may affect download times or access to data, (ii) that the Internet is an open network and, as a result, the information it carries is not protected against the risks of misappropriation, intrusion into its computer system, hacking of data, programmes and files on its computer system, contamination by computer viruses, and (iii) that it is their responsibility to take all appropriate measures to protect data, files or programmes stored on its equipment against contamination by viruses or attempts to intrude into its equipment.

04.02 LEGAL RESPONSIBILITY OF INTERNET SERVICE PROVIDERS

In accordance with Article 6 of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy, B&B Hotels is required to inform the competent public authorities of any illegal activities involving the glorification, denial or trivialisation of crimes against humanity, incitement to commit acts of terrorism and their glorification, incitement to racial hatred, hatred towards persons on the grounds of their sex, sexual orientation, gender identity or disability, as well as attacks on human dignity and personality and endangering persons, which are reported to them and which are carried out by Users.

ARTICLE 05. USER OBLIGATIONS

05.01 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The User shall refrain from using the WIFI Service for illegal purposes or for any use contrary to public order and morality.

Consequently, the User shall refrain, in particular, and without the following list being exhaustive, from:

- Accessing, uploading or displaying content and/or information, whether or not originating from the Internet but considered illegal by law or the courts, such as: information, messages, texts, images or

videos that are violent, incite violence or hatred, are degrading to human beings, pornographic or paedophilic and/or are provocative and harmful to the integrity or sensitivity of any person.

- Using the WIFI Service for illegal activities, including the promotion, denial or trivialisation of crimes against humanity, incitement to commit acts of terrorism and their promotion, incitement to racial hatred, hatred towards persons on the grounds of their sex, sexual orientation, gender identity or disability, as well as attacks on human dignity and personality and endangering persons.
- Collecting any information about third parties without their consent.
- To disseminate any message that defames, harasses, stalks, threatens anyone or incites suicide.
- To undertake any activity intended to violate the rights of others.
- Attempt to obtain unauthorised access to a service and/or files and/or data.
- Attempting to gain or gaining unauthorised access to an automated data processing system and remaining there.
- To reproduce, represent, make available or communicate to the public works or objects protected by copyright or by a related right or any other intellectual property right without the authorisation of the holders of such rights.
- Distribute or download elements containing software or other elements protected by intellectual property rights, unless you hold the rights or authorisations necessary to do so.
- To intercept any message or communication sent via telecommunications.
- Send any unwanted messages or carry out mass mailings such as "spamming" or chain letters.
- Send or distribute any email and/or electronic message containing threatening, abusive, defamatory, obscene, indecent or illegal comments or comments that infringe on the rights of individuals or the protection of minors.
- Transmit or attempt to transmit any virus, Trojan horse, logic bomb or any other program that is harmful or destructive to third parties and/or any other User.
- To disrupt the services and/or content and/or data to which they have access.

In addition, the User is obliged to comply with the laws and regulations in force. Without the following list being exhaustive, Users are reminded that the use of the WIFI Service must be carried out in compliance with:

- Intellectual property law, in particular with regard to the rights to use software, databases and intellectual property such as photographs, texts, logos, videos, etc. As a reminder, in particular: downloading software or protected works without the authorisation of the rights holders constitutes an act of infringement and may result in civil and/or criminal liability for the User towards the legitimate holders of these rights and is therefore strictly prohibited.
- Rules relating to the protection of privacy and, in particular, the right to one's image.
- The so-called "Godfrain" law, codified in Articles 323-1 of the Criminal Code and providing, in particular, for various criminal offences involving the fraudulent introduction, maintenance, alteration or obstruction of an automated data processing system; the introduction, modification, copying, transfer or deletion of data.
- Regulations on the confidentiality of correspondence.

- Regulations governing the press, in particular the amended Act of 29 July 1881.

In accordance with the article entitled "Legal responsibility of Internet service providers", Users may report to B&B Hotels any illegal activities of which they are aware, such as those relating to the glorification, denial or trivialisation of crimes against humanity, incitement to commit acts of terrorism and the glorification thereof, incitement to racial hatred, hatred towards persons on the grounds of their sex, sexual orientation, gender identity or disability, as well as attacks on human dignity and personality and endangering persons.

To this end, all reports must be brought to the attention of B&B HOTELS Customer Service via our contact form available on our website www.hotelbb.com – under the heading "Services and Contacts" – within eight days of the date of departure from the hotel.

05.02 COMPLIANCE WITH SAFETY RULES

The User is informed that they remain responsible for the safety and protection of their equipment enabling them to use the WIFI Service.

ARTICLE 06. PERSONAL DATA

In providing the WIFI Service, B&B Hotels, in its capacity as data controller, is required to process personal data of Users, the use of which is subject to the provisions of:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR").
- The amended French Data Protection Act No. 78-17 of 6 January 1978.

The personal data collected is processed and stored as follows:

- For the purposes of system administration, provision of the WiFi service and to remedy malfunctions in the IT systems used, B&B Hotels collects:
 - o The terminal identification number (MAC address),
 - o Internet browsing data: connection URL, date and time.

This data is stored for one year from the date of recording.

In accordance with Articles L.34-1 and R.10-13 of the French Postal and Electronic Communications Code, Article 6 II. of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy and Article 331-12 of the French Intellectual Property Code, in the context of legal proceedings, this information may be made available to the competent authorities *"for the purposes of combating crime and serious delinquency, preventing serious threats to public safety and safeguarding national security"* or for the purposes of criminal protection of literary and artistic property on the internet.

This processing is based on the implementation of this "WIFI Charter - B&B Hotels" and on compliance with the legal or regulatory obligations to which B&B Hotels is subject.

- In order to optimise the use of the WIFI Service and maintain the User's connection from one use to another without having to reconnect, B&B Hotels collects:
 - o The terminal identification number (MAC address),

This data is processed for a period of 24 hours.

This processing is based on the implementation of this "WIFI Charter – B&B Hotels".

- To facilitate access to the WIFI Service without having to reconnect between stays, B&B Hotels collects the following data from Users who are members of the B&Me programme and who wish to use this service:

- The terminal identification number (MAC address),

This data is kept for a maximum period of three years or until consent is withdrawn. This processing is based on the consent of Users who are members of the B&Me programme, as expressed on their B&Me account.

- For the purpose of sending commercial prospecting messages, B&B Hotels collects:

- The email address of Users

This data is kept for a period of three years from the last contact made by the User with B&B Hotels or until the User withdraws their consent.

This processing is based on the consent of Users, which they express by ticking the acceptance box provided when connecting to the WIFI Service.

Access to personal data is strictly limited to persons duly authorised in the course of their duties, and B&B Hotels undertakes to implement all appropriate measures to ensure the confidentiality, integrity and availability of the User's personal data.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and with Law No. 78-17 of 6 January 1978 on files and freedoms, as amended, Users are informed that they have the right to access their data and the right to rectify it. Under the conditions provided for by the regulations, Users also have the right to request the erasure of their data, a restriction on or objection to the processing of data relating to them.

To exercise these rights or for any questions about data processing, Users may contact the department responsible for exercising rights at B&B Hotels at the following address: privacy.france@hotelbb.com.

In case of reasonable doubt as to the identity of the applicant, B&B Hotels may request that a copy of an identity document be sent.

The data protection officer at B&B Hotels can be contacted at the following address: dpo-france@hotelbb.com

If, after contacting B&B Hotels, the User believes that their "Data Protection" rights have not been respected, they may lodge a complaint with the CNIL.

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