

## **Terms and conditions to access wireless network of the Historical Center of Palmela and Serra do Louro**

### **1. General terms**

- a) The wireless network available in the Historical Center of Palmela and Serra do Louro is offered by the Municipality of Palmela, through the project financed by Tourism of Portugal, according to the Program VALORIZAR, to free use in public spaces by visitors and the local community.
- b) The users are required to fully accept the terms and conditions to use the public Wireless Network expressed in this document, which takes effect after the registration of access to the wireless network.
- c) In order to access the service, it is necessary to register beforehand through an e-mail account or through the social network Facebook or Google+. account. The given credentials are not transmissible, being its privacy a responsibility for the users.
- d) The access to public Wireless is not an alternative to the solutions provided by the telecommunication operators for their users to have signal in private spaces, especially particular buildings.
- e) The Municipality of Palmela is the entity in charge of the management of the wireless network.
- f) The IP addresses are provided automatically, therefore, not allowing a manual configuration.
- g) These terms and conditions regarding the use of the wireless network and all changes applied to them are accessible at anytime in the Municipality's official website.

### **2. Conditions of Utilization**

- a) To have access to the wireless network, the user must use equipment with appropriated 802.11 a/b/g/n/ac Wireless technology, certified and in accordance with the current legislation.
- b) The user is free to stop using the wireless network at any moment.

### **3. Responsibility**

- a) The user must be aware of the possibility of interference regarding security, privacy and confidentiality levels of data provided, as wireless network is a shared service and so, susceptible to information leaks. Thus, it is extremely important for the user to secure protocols as https, pop3s, etc.
- b) The Municipality of Palmela does not answer to the loss of data or any form of damage caused by abusive utilization of the credentials or any other kind of interference to the wireless network's security.
- c) The Municipality of Palmela is not responsible for the security of information that the user provides through the Wireless service, nor for the accuracy and the integrity of the information received.
- d) The user must comply with all aplicabel legal provisions, in particular not to practice or encorage the practice of illegal acts, such as upload or download of files that are either against the law or protected by copyright, through peer-to-peer systems and others.

- e) The user must assure the equipment used in the access to the wireless is protected against any malware, virus, or app that might be harmful to his/her equipment.
- f) To provide online security, the Municipality of Palmela applies a policy of content management in the Wireless public service, not allowing the access to websites with pornographic or violence contents. However, it does not guarantee a 100% rate of success in blocking the transmission of these contents, due to his reproduction speed.

#### **4. Availability of Service**

- a) The Municipality of Palmela owns the right to block, without further warning, the access to the Wireless Network of users whose actions do not respect the terms and conditions of the service.
- b) The quality and speed of the service can be affected by reasons beyond the responsibility of the Municipality of Palmela.
- c) The Municipality of Palmela will try and assure the best quality in the access to the wireless network. However, the service can be interrupted at any time without prior notice, for maintenance or repair of the equipment, without this interruption serving as a basis for any claim for compensation.

#### **5. Protection of Personal Data**

- a) The Municipality of Palmela deals with the essential personal data for the utilization of the wireless service in accordance with the current legislation, specifically the name, e-mail address or social profile, mac address, type of equipment used in the access and the browsing history, not using the information for any other purpose.
- b) The Municipality of Palmela keeps the necessary data to find and identify the source of communication during one year, according to the Law nº 32/2008, dated 17<sup>th</sup> July and the General Data Protection Regulation (EU) 2016/679, dated 27th April.
- c) By accessing the wireless service, the user allows the treatment of data for the purpose stated in 5. a) by the Municipality of Palmela and its condition of adherence.
- d) The Municipality of Palmela uses the browsing data acquired to perform a statistical treatment to improve the quality of the service, without revealing the identity of the user.
- e) The processing of personal data acquired by the Municipality of Palmela is in compliance with the rules in the scope of protection of personal data and information security, in accordance with the terms and conditions of the Privacy Policy that the user can read in [www.cm-palmela.pt](http://www.cm-palmela.pt).
- f) The data owners may exercise their data protection rights, specifically the rights of information, access, consulting, rectification, opposition to treatment or erase, during the normal schedule, through the contact with the Municipality (Personal Presence) or by e-mail [atendimento@cm-palmela.pt](mailto:atendimento@cm-palmela.pt).  
The form is available in [https://www.cmpalmela.pt/pages/1602?folders\\_list\\_14\\_folder\\_id=2571](https://www.cmpalmela.pt/pages/1602?folders_list_14_folder_id=2571).
- g) The Municipality of Palmela uses external suppliers to software update and maintenance of the equipment that integrate the wireless network, ensuring that it requires all its suppliers a high commitment of security, data protection and privacy.

- h) If the user chooses to access websites, services or content provided by third party services, their data and other personal information may be viewed by them. The way others use your data and browsing history from the use of the service is regulated by the respective data and privacy protection policies and can not be assigned any responsibility the municipality of Palmela for any discontinuities of the respective policies.

#### **6. Inappropriate behavior and violation of the rules**

These terms and conditions, as well as any litigation related to the service, are subject to the Portuguese Law, and the Judicial Court of the Setúbal District is empowered, unless by legal determination the litigation must be submitted to another court.