

# TERMS AND CONDITIONS OF USE AND PRIVACY ADVISORY FOR THE AEROPORTI DI ROMA FREE WI-FI SERVICE

## TERMS AND CONDITIONS OF USE

### 1. Subject

These terms and conditions define and discipline the methods and terms based on which Aeroporti di Roma S.p.A. (hereinafter called "ADR") makes available the free wireless network service (WiFi – hereinafter called "service"). In accessing the service, the passenger accepts these terms and conditions of use and undertakes to follow them.

### 2. Supplying of the service

2.1 The service allows free access, without any fees and/or costs of installation to the passenger, to the Internet over Wi-Fi within the Leonardo da Vinci airport of Fiumicino and the G.B. Pastine airport of Ciampino.

2.2. The service can be used by the passenger through his or her own portable device (PC, laptop, smartphone, tablet, etc.) if compatible and equipped with an appropriately configured Wi-Fi certified network adapter. It is therefore the user's responsibility to provide, at his or her own expense, the technical instruments needed to access the service, as well as their correct configuration to connect to the Aeroporti di Roma Wi-Fi network.

2.3. The service is exclusively for the use of passengers. ADR, in order to guarantee equal use of the free service to all, reserves the right to suspend it for users for whom levels of use (connection time and/or data download) are consistently much higher than the average for the period.

2.4. With the use of the Wi-Fi service, messages/icons/panels could appear. This may occur during browsing with so-called overbrowsing messages containing advertising and/or institutional content.

2.5. ADR does not provide any guarantee on the service provided. The service is provided with the applicable security obligations through the use of frequencies in shared band and without protection from interferences. The service and its quality are therefore not guaranteed. The service is provided over an open network, unprotected by traffic encryption. Use is therefore not recommended in the event of communications containing data of a confidential nature.

### 3. Types of Services provided

ADR provides two types of free services:

- a) Super Fast Browsing Free WiFi (up to 40 Mbps) accessible after downloading ADR APP
- b) Fast Browsing Free WiFi (up to 20 Mbps)

### 4. Guarantees and Undertakings of the passenger

The passenger is aware that he or she must use the service in compliance with all prevailing laws and regulations, in respect of third parties and in accordance with the provisions of point 2.3. The passenger, for this purpose, is aware and consequently guarantees:

- (i) not to use the service to commit or favour the commission of crimes of any type;
- (ii) that no material introduced onto the network violates copyrights or other rights of intellectual or industrial property;
- (iii) not to use or allow others to use the service for acts or communications against public morale or order or with the purpose of disturbing the peace of others, damaging or violating or in any case attempting to violate the secrecy of correspondence;
- (iv) not to use the service to introduce onto the Internet information that can present forms and/or content of a pornographic, obscene, blasphemous or defamatory nature;
- (v) not to use the service to send unsolicited business requests (spamming), unsolicited mass mailings to individual e-mail addresses/network identifications (mailbombing), to carry out unauthorised attempts, whether successful or not, to access any computer address or resource that does not belong to the user (spoofing);
- (vi) to implement adequate instruments to protect against digital viruses that can cause damage to third parties or the network itself;
- (vii) to use the service in observance of these terms and conditions of use and to punctually follow the technical instructions provided by ADR. The user undertakes to hold harmless Aeroporti di Roma from any demand and claim for any reason, even advanced by third parties in relation to the use of the service.

## **5. Suspension or other malfunction in providing the Service**

5.1 During normal service operation, interruptions, suspensions, delays or malfunctions could occur with providing the service itself.

5.2 The user acknowledges that ADR will not be liable for any consequential inconveniences and/or damage to the user or third parties as a consequence of said interruptions, suspensions, delays or malfunctions of the service, including those stemming from unscheduled or unpredictable or technically necessary or scheduled and predictable changes and/or maintenance. In this case, ADR will nevertheless take steps to reduce any inconveniences to the user to a minimum, providing any necessary information and/or, if possible, reasonable notice.

5.3 In the event of a change of the technical and operating conditions that prevent normal provision of the service, ADR will have the right to suspend the service itself at any time, it being understood that they will do everything possible to provide reasonable notice and restore the service.

## **6 INFORMATION NOTICE PURSUANT ARTICLE 13, REGULATION (EU) 2016/679 (“GDPR”)**

By means of this information notice, Aeroporti di Roma S.p.A. wishes to inform you about the purposes for which it collects and processes your personal data, which categories of data are processed, which are your rights as data subject and how they can be exercised.

## 6.1 DATA CONTROLLER

Aeroporti di Roma S.p.A with registered office in via Pier Paolo Racchetti 1, 00054 - Fiumicino (Roma), in person of its legal representative for the time being (“ADR” or the “Data Controller”).

## 6.2 DATA PROTECTION OFFICER

The Data Controller appointed a data protection officer (“Data Protection Officer” or “DPO”).

The DPO can be contacted by email at [dpo@adr.it](mailto:dpo@adr.it), or by writing to:

Data Protection Officer (DPO)

c/o Aeroporti di Roma S.p.A.

Via Pier Paoli Racchetti, 1

00054 - Fiumicino

## 6.3 CATEGORIES OF PERSONAL DATA AND MODALITIES OF THE PROCESSING ACTIVITIES

Pursuant to art. 4, GDPR, personal data means any information capable of identifying, directly or indirectly, a natural person such as you accessing the ADR’s Wi-Fi network (“Data”).

In this context, the only required Data to allow you to use the Wi-Fi network is the so-called MAC Address, i.e. a 48-bit numerical code uniquely assigned by the manufacturer to the device from which you are connecting.

The MAC Address does not allow the Data Controller to identify you directly; however, being it uniquely associated with your device, it represents Data insofar as it may indirectly result in your identification.

That being said, we would like to inform you that the processing of the Data (i.e., the MAC Address) for the purposes set out in this information notice is carried out in compliance with the applicable regulations, using automated and manual tools in ways that are strictly related to the purposes described herein, so as to ensure their security and confidentiality.

The provision of your Data is absolutely voluntary. However, in the event you refuse to provide the Data, ADR would not be able to meet your request and you will be unable to connect to the internet using the airport Wi-Fi network.

In any case, the Data Controller is committed to ensure that the information collected and processed is appropriate for the purposes described below, and that it does not involve an infringement of your privacy.

## 6.4 PURPOSE AND LEGAL BASIS OF THE PROCESSING ACTIVITIES

Your Data will be processed by the Data Controller for the following purposes:

- a) Allow your connection to the Wi-Fi network

ADR process your Data in order to allow you to connect to the airport Wi-Fi network and therefore to let you use, free of charge, the related internet connection services available at Leonardo da Vinci airport in Fiumicino and G.B. Pastine airport in Ciampino (the “Airports”).

The legal basis for the processing of your Data is represented by art. 6, par. 1, letter b), GDPR, i.e. the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering the contract.

b) “Welcome Back” Service

After your first access to the Wi-Fi network, in order to improve the connection service and enhance your user experience, ADR stores and processes your Data (i.e., the MAC Address) so that you will be able connect again automatically to the airport Wi-Fi when you return to the Airports.

This processing activity is carried out on the basis of the legitimate interest of the Controller. You may object at any time to the processing of your Data for the above-mentioned purpose by contacting the Data controller at the address indicated in paragraph 1, or writing to the DPO at [dpo@adr.it](mailto:dpo@adr.it) or at the following address: Via Pier Paolo Racchetti, 1, 00054, Fiumicino (RM).

c) Fulfilment of legal obligations

The Data controller may also process your Data in order to comply with legal obligations. For instance, ADR may process your Data to fulfill requests from the judicial and/or police authorities.

This processing activity is based on art. 6, par. 1, letter c), GDPR, and namely the compliance with a legal obligation to which the Data Controller is subject.

## 6.5 COMMUNICATION OF YOUR DATA TO THIRD PARTIES

ADR may communicate your Data to third parties engaged for the performance of organizational and/or technical support activities, IT services, and/or in any case it is needed for the execution of tasks which are strictly necessary, functional or connected to the provision of the Wi-Fi service and to the achievement of the purposes set out in this information notice.

Where applicable, such subjects have been specifically appointed by the Data Controller as Data Processors pursuant to art. 28, GDPR, and have received specific instructions from the Data Controller in order to ensure compliance with the GDPR and the protection of Data.

The updated list of Data Processors can be requested by writing to [dpo@adr.it](mailto:dpo@adr.it) or to the following address: Via Pier Paolo Racchetti, 1 00054 Fiumicino (RM).

The Data Controller may also communicate your Data to subjects to whom disclosure is required by law (e.g., judicial and/or police authorities for investigation purposes). These entities will carry out their respective processing activities as independent data controllers.

In no event, your Data will be disclosed to unidentified third parties.

## 6.6 TRANSFER OF DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

The Data Controller does not transfer your Data to third countries outside the European Economic Area.

## 6.7 APPLICABLE RETENTION PERIOD

ADR will process your Data only for the time strictly necessary to achieve the purposes described in paragraph 4, and will store the Data for a period of 6 months following your last access to the Wi-Fi network, applying appropriate security measures to guarantee their protection.

Without prejudice to any obligation imposed on the Data Controller by law, should you decide to oppose or exercise any of the other rights set forth in paragraph 8, your Data will be deleted within the period of time strictly necessary to fulfil your request.

## 6.8 DATA SUBJECTS RIGHTS

You, as Data subject, have the right to:

- access your Data and request a copy thereof;
- ask for the rectification or updating of your Data, where inexact or incomplete;
- provided that certain conditions apply, to obtain the deletion or the restriction of the processing of your Data;
- require the portability of the Data.

Finally, you may at any time object to the processing or lodge a complaint before the competent Supervisory authority.

The above-mentioned rights may be exercised by writing to the Data Protection Officer at the address indicated in paragraph 6.2 or by contacting the Data Controller at the address indicated in paragraph 6.1.

#### 6.9 INFORMATION NOTICE UPDATE

The Data Controller may amend and update this information notice over time.

Document update date: 10/06/2021.