

# Disclaimer - Conditions of use and privacy policy of the web portal wifi.brussels

The provisions below are intended to define the conditions under which the Brussels Regional Informatics Centre grants access to the web portal.

This web portal is an initiative of the Brussels Regional Informatics Centre, parastatal "A" created by Article 27 of the Law of 21 August 1987 amending the law organising the metropolitan districts and federations of municipalities and laying down provisions on the Brussels-Capital Region, whose registered offices are at avenue des Arts 21, 1000 Brussels.

## 1. Acceptance of the general conditions of use

The BRIC grants access to this website ([wifi.brussels](http://wifi.brussels)) and the information contained therein provided you accept, without reserve, the conditions mentioned on this page "Conditions of use". By consulting the website ([wifi.brussels](http://wifi.brussels)) and the information therein, you agree to these conditions. The BRIC reserves the right to amend the conditions without notice.

## 2. Use of the web portal

The content of this website ([wifi.brussels](http://wifi.brussels)) is made available solely for the purpose of providing general information on the free WiFi in Brussels.

The content of this web portal may only be used in connection with the services offered on the website and for your personal use. This website may not serve as the basis for any evaluation of the BRIC and may not under any circumstances bind or be enforced against the BRIC. Nothing on the website may be considered as an offer to purchase or provide services or conclude a contract.

The user undertakes to use the web portal in compliance with all legal and/or contractual provisions. The user may not use it in any way that might harm the interests of the BRIC, its suppliers and/or its partners.

## 3. Warranties and limits of responsibility for the use of the website

In general, the BRIC may not under any circumstances be held liable for direct or indirect damage, or for any other damages of any kind whatsoever, resulting from the use of the website ([wifi.brussels](http://wifi.brussels)) or the inability to use it for any reason whatsoever, regardless of whether or not this liability is contractual, tortious or quasi-tortious, or is based on strict or other liability, even if the BRIC has been advised of the possibility of such damages.

### 3.1. Information

The BRIC shall make all reasonable efforts to publish information on its website ([wifi.brussels](http://wifi.brussels)) that to the best of its knowledge is up to date. It does not guarantee the adequacy, accuracy or completeness of such information or warrant that the above-mentioned website shall be continually complete and up to date in every respect. The information on this web portal may include inaccuracies of content, technical inaccuracies or typographical errors. This information is provided for guidance and is subject to periodic changes. The BRIC may make, improvements and/or changes to this web portal at any time and without notice.

Use of this website, and consequently information obtained, or items downloaded when using the service, is the sole responsibility of the user. The BRIC disclaims any liability for damages that may result from the use of the information on this website.

The user further acknowledges that he is solely responsible for any damage to his computer system or any loss of data resulting from the download of any content.

### 3.2. Access to the web portal

This website is provided on the basis of a service that is “as is” and accessible according to availability. The BRIC cannot guarantee that the service will be uninterrupted, timely, secure or error-free, that the results obtained using the service will be accurate and/or reliable, that defects in the software used, if any, will be subject to correction.

### 3.3. Hypertext links

This website ([wifi.brussels](http://wifi.brussels)) contains hypertext links to other sites and referrals to other sources of information provided for guidance only. The BRIC does not check these sites or the information contained on them, and therefore cannot provide any guarantee as to the quality and/or completeness of such information.

The BRIC assumes no responsibility for any improper, unlawful or illegal content present on the hyperlinks and from damage resulting from their consultation.

If you wish to create a hypertext link from your site to the BRIC’s website, we encourage you to contact the webmaster ([communication@cirb.brussels](mailto:communication@cirb.brussels)) first, who will inform you as soon as possible of the eligibility of your request.

### 3.4. Actions of internet users

The BRIC will in no way be held responsible for the actions of internet users.

## 4. Intellectual property rights

All material and information available on the web portal ([wifi.brussels](http://wifi.brussels)), along with their compilation and arrangement (text, photographs, images, icons, videos, software, databases, data, etc.) are protected by the intellectual property rights of the BRIC.

The names and logos of the BRIC that appear on the website are protected trademarks and/or trade names. The trademarks of the web portal ([wifi.brussels](http://wifi.brussels)) may not be used in connection with any product or service other than those of this web portal or the BRIC, in any manner whatsoever likely to create confusion among consumers or in a way that would disparage or discredit the BRIC.

Except where explicitly authorised in this connection, the user may not under any circumstances copy, reproduce, translate, represent, modify, transmit, publish, adapt, distribute, broadcast, license, transfer, sell, on any medium or by any means whatsoever, or exploit in any way whatsoever, all or part of this website without the prior written consent of the BRIC. Any violation may result in civil and criminal prosecution.

## 5. Policy on the protection of privacy

### 5.1. Principles

The web portal [wifi.brussels](http://wifi.brussels) is anxious to adapt to the new digital realities and the new provisions of European law.

The web portal ([wifi.brussels](http://wifi.brussels)) has complied 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 repealing Directive 95/46/EC (General Data Protection Regulation).

This Regulation strengthens the rights of European citizens and gives them more control over their personal data, in particular by providing a unified legal framework.

The BRIC, publisher of the web portal ([wifi.brussels](http://wifi.brussels)), has defined a clear and precise policy to protect personal data in accordance with the legal provisions on the subject.

This section answers the following questions about the use of your personal data:

## 5.2. What personal data are collected and for what purpose(s)?

Strictly speaking, the BRIC doesn't collect any personal data as the editor of the website [wifi.brussels](http://wifi.brussels), The collection of these personal data is done by the application [wifi.brussels](http://wifi.brussels) which is managed by IRISnet in order to offer an optimal service. You can find the privacy policy of [wifi.brussels](http://wifi.brussels) on the IRISnet website.

## 5.3. Who can give his consent?

The user confirms his acceptance and gives his clear, explicit and unequivocal consent for the processing of his data.

To do so, the user will make an "express declaration" via the electronic form by way of consent.

The user has the right to withdraw his consent at any time, without this affecting the lawfulness of the processing based on the consent given before the withdrawal of said consent.

By using the services of the site ([wifi.brussels](http://wifi.brussels)) the user declares, in accordance with Belgian and European civil law, that he is competent to exercise his rights, or - if he is a minor - that he has obtained the prior valid consent of his parents or legal guardians.

The CIRB protects the privacy of minors and encourages parents or legal guardians to become actively involved in their children's online activities.

Minors under 13 years of age may under no circumstances give their own consent to the processing of their personal data for the purposes of using this site.

For minors aged 13 to 16, parental consent must be obtained.

The CIRB cannot be held liable if the services would be used without the above supervision and permission.

## 5.4. Who is the recipient of the personal data?

The collected and processed personal data are reserved for the exclusive use of the controller. Under no circumstances will such data be transferred to a third party or to a State outside the European Union.

## 5.5. Who is the controller?

The controller for the web site ([wifi.brussels](http://wifi.brussels)) is BRIC – Avenue des Arts, 21 – 1000 Brussels.

## 5.6. What processing undergo your personal data?

The user's data will be used in a lawful, fair and transparent manner for the direct processing of his requests, messages or actions in which he participates via the website. They will be processed in such a way as to guarantee appropriate security of personal data, including protection against unauthorised or unlawful processing and against loss.

## 5.7. What rights can you exercise over the data concerning you?

In accordance with the European Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the user has full legibility on the processing of his data.

The user may assert the rights granted to him/her below by sending a signed and dated request to the controller, accompanied by a copy of both sides of his/her identity card, which he/she gives on the spot or which he/she sends by post to the following address - Privacy - BRIC – Avenue des Arts, 21 – 1000 Brussels - or by mail to [privacy@cirb.brussels](mailto:privacy@cirb.brussels).

If you are not satisfied with a response to a request regarding your personal data, you can email our Data Protection Officer: [dpo@cirb.brussels](mailto:dpo@cirb.brussels)

or send a letter to the following address: Data Protection Officer, CIRB, Avenue des Arts, 21, 1000 Bruxelles.

- **5.7.1. Right of access**

The user of the web portal has the right to obtain from the data controller the disclosure, in an intelligible form, of the data undergoing processing, together with any information available on the origin of such processing.

The information shall be supplied without delay and no later than forty-five days after receipt of the request.

- **5.7.2. Right to rectification**

The user may, without charge, have rectified any inaccurate personal data pertaining to him and also have rectified or deleted any personal data concerning him which, taking into account the reason for the processing, is incomplete or not relevant or whose recording, disclosure or storage is prohibited, or which has been retained beyond the authorised period.

Any rectifications or erasures of data requested must be notified, by the data controller, within one month of the request being submitted, to the user as well as to those persons to whom the incorrect, incomplete and irrelevant data were forwarded, unless notification to these recipients proves impossible or involves disproportionate effort.

- **5.7.3. Right to object**

The user has the right to object, for serious and legitimate grounds relating to a particular situation, to the data concerning him being processed unless they are collected to comply with a legal obligation, if they are necessary for the performance of a contract to which the user is a party or if they are used for a purpose for which the user has undoubtedly given his consent.

In the event of justified opposition, the processing implemented by the data controller may no longer involve those data.

- **5.7.4. Right to data portability**

The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where:

- a) the processing is based on consent or on a contract ;
- b) the processing is carried out by automated means.

- **5.7.5. Right to be forgotten and right to restriction of processing**

The user has the right to have his personal data deleted. He also has the right to have the use of his personal data limited. In either case, the conditions laid down by the regulation must be met.

The data protection policy does not prejudice the rights of the BRIC with respect to certain users vis-à-vis whom a contract, the law or any other document of a contractual, regulatory or legal nature authorises more extensive operations. In this case, the standard most favourable to the BRIC applies.

## 5.8. How are cookies used?

The website ([wifi.brussels](http://wifi.brussels)) aims to inform visitors of the use of what the law describes as “information stored in the terminal equipment of an end user”, more commonly known as “cookies”.

A cookie is a file sent by the server of the web site ([wifi.brussels](http://wifi.brussels)) that is recorded on the hard drive of your computer and which keeps track of the website visited and contains a certain amount of information relating to this visit.

The user may refuse to allow cookies to be installed on his computer by configuring his browser accordingly. However, this refusal may prevent access to some of the services on the website.

The website ([wifi.brussels](http://wifi.brussels)) uses the services of Google Analytics to analyse the visits and behaviour of users of its site.

Statistical cookies allow the website ([wifi.brussels](http://wifi.brussels)) to establish, for example, the number of visitors, their geographical location, their route to the site (how they accessed it, via which page, the pages that followed in their session and the page via which they left the site), the time of the visit, etc. These cookies are anonymous and may exist for up to 2 years.

## 5.9. What security measures are taken to protect your data?

### 5.9.1. Quality

The website ([wifi.brussels](http://wifi.brussels)) shall exercise due diligence to correct or delete inaccurate, incomplete, irrelevant or prohibited data, and also to keep such data up to date.

### 5.9.2. Confidentiality

The website ([wifi.brussels](http://wifi.brussels)) shall ensure firstly that persons working under its authority only have access to and can only process data they require for the performance of their duties or which are essential to operational requirements, and secondly that these same persons are informed of the principles and requirements of the Law on the protection of privacy with respect to the processing of personal data and its implementing decrees.

### 5.9.3. Security

To ensure the security of personal data, the website ([wifi.brussels](http://wifi.brussels)) has put in place appropriate technical and organisational security measures against the accidental or unauthorised destruction, accidental loss, modification, access and any other unauthorised processing of the information received on its web portal.

The measures taken are of an appropriate level of protection taking into account the costs involved in their application, the state of the art in this area and the nature of the data to be protected and the potential risks.

## 5.10. Records of processing activities?

In accordance with article 30 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), the BRIC keeps records of the personal data processing activities.

## 5.11. Right to lodge a complaint?

If the user considers that the personal data have been processed in a manner that is not in conformity with the European Regulation, he may lodge a complaint, free of charge, with the

supervisory authority in the event of difficulties encountered in exercising of the above rights or of non-compliance with obligations arising from the Regulation.

The user also has a right of effective judicial remedy with regard to certain acts and decisions of the supervisory authority when it renders a legally binding decision or when it fails to inform the user within three months of the progress or outcome of his complaint.

## **6. Settlement of disputes, jurisdiction and applicable law**

These conditions of use are governed by Belgian law and the European regulation. Any dispute arising out of or related to the use of this service will be subject to conciliation. If unsuccessful, the dispute shall be submitted to the jurisdiction of the courts of jurisdictional district of Brussels (Belgium).

A printed version of this agreement and any warning issued in electronic form will be accepted in any judicial or administrative proceedings arising out of or related to this agreement, to the same extent and under the same conditions as other commercial records and documents created and maintained in printed form.

## **7. Contacts**

- BRIC – Avenue des Arts, 21 – 1000 Brussels
- Email contact address: [communication@cirb.brussels](mailto:communication@cirb.brussels)
- Email contact address for all questions/requests regarding personal rights: [privacy@cirb.brussels](mailto:privacy@cirb.brussels)