

Mount Sheridan Plaza Free Wi-Fi – Terms and Conditions of use

Access to and use of Mount Sheridan Plaza Free Wi-Fi (“the Wi-Fi System”) is provided by or on behalf of Mount Sheridan Plaza ABN 68 266 146 096 and is subject to these Terms and Conditions of use as amended by Mount Sheridan Plaza from time to time (“Terms”). Any use after “Terms” have been amended is acceptance of the amended “Terms”.

By using our internet service you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer or device.

Accordingly, you agreed that the owner, and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, fire corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

By accessing and using the Wi-Fi System, you agree to accept these Terms without limitation. If you do not agree to these Terms, you must not access or use the Wi-Fi System.

Speed and Reliability

1. By agreeing to these Terms, you accept that Mount Sheridan Plaza will use reasonable efforts to provide a reliable, stable and secure Wi-Fi service, but does not guarantee, warrant or represent that access to the Wi-Fi System will be:

- a. uninterrupted or error free;
- b. provided in accordance with any particular standard or service level;
- c. fit for a particular purpose;
- d. secure or insecure from unauthorised third party access; or
- e. accessible, stable or reliable.
- f. free from restrictions on sites accessible limiting the types of downloads allowed (eg music but no video streaming).
- g. reduced availability due to user traffic during times of access and general congestion.
- h. free of wireless signal interference and location of your wireless enabled device.

2. The Wi-Fi System is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous, fault-free network connectivity or uninterrupted data flow.

3. Mount Sheridan Plaza will use reasonable efforts to monitor and attend to any faults, malfunctions or other problems associated with access to the Wi-Fi System, but will not be liable if such faults, malfunctions or problems occur. Further, it will not be obliged to rectify any such faults, malfunctions or problems associated with access to the Wi-Fi System within any specified timeframe.

Logging onto/off the Wi-Fi System

4. To use the Wi-Fi System, you simply need to access this network with your wireless-enabled device and agree to these Terms. You are not required to purchase any item or pay a fee to access the Wi-Fi System. Each user is allowed a free browsing session of up to 1 hour. Following this period, the Wi-Fi System will be automatically terminated.

5. To log out, you simply need to close the internet browser. You will also be logged off the Wi-Fi System automatically if:

- a. Mount Sheridan Plaza terminates your access in accordance with these Terms; or
- b. the Wi-Fi connection you are accessing is lost, disconnected or becomes out of range.
- c. The browser use times out after limit.
- d. Speed limits downloaded have been exceeded.

Security

6. The internet is an inherently insecure medium of communication. Mount Sheridan Plaza cannot guarantee that your data will not become lost, damaged, or intercepted in transit using the Wi-Fi System. Mount Sheridan Plaza does not take responsibility for any loss of information uploaded, downloaded or otherwise communicated via the Wi-Fi System or any unauthorised access to your usernames, passwords, data or any other security-based information. You are solely responsible for keeping all usernames, passwords and other security based information secure and private at all times.

7. For the avoidance of doubt, the security of your equipment and data is not Mount Sheridan Plaza's responsibility. You are responsible for safeguarding against the risks of hacking, viruses, eavesdropping and all other such hazards. Mount Sheridan Plaza will not be liable for any kind of loss or damage whatsoever, and takes no responsibility for any user data which traverses the Wi-Fi System.

User Obligations and Limitations

8. The Wi-Fi System is intended to be used in a "community-minded" manner. Users of the Wi-Fi System agree to keep their activities legal and in good taste.

9. In using or accessing the Wi-Fi System, you must not:

- a. cause Vicinity to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;
- b. circumvent (or attempt to circumvent) any technical limitations Mount Sheridan Plaza implements relating to the Wi-Fi System;
- c. use the Wi-Fi System to transmit viruses, Trojan horses, worms, time bombs or any other thing that may, without limitation, damage, delete, modify, interfere with or access, any equipment, service or software, data or personal information of third parties;
- d. use the Wi-Fi System to infringe the intellectual property rights of third parties; or

- e. use the Wi-Fi System to access or transfer Prohibited Content.
- f. send unsolicited bulk e mails
- g. obtain any unauthorised access (or attempted access) to any other persons computer, e mail account or equipment.

10. In order to provide a "fair" service for everyone, we reserve the right, in its absolute and sole discretion, to:

- a. block access to any network protocols that Mount Sheridan Plaza deem are inappropriate or may contravene these Terms;
- b. apply any such traffic-shaping deemed necessary to provide access to the Wi-Fi System in a fair and stable manner to all customers; or
- c. suspend, terminate or bar access to, at any time, the Wi-Fi System or your access to the Wi-Fi System, without notice and for any reason including a breach of the Terms.

Limitation of Liability

11. The Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth) provides non-excludable statutory guarantees, conditions or warranties for the supply of certain goods and services of a kind ordinarily acquired for personal, domestic or household use ("Statutory Terms"). Nothing in these Terms is taken to exclude, restrict or modify any of these Statutory Terms. However, to the extent permitted by law, Mount Sheridan Plaza limits its liability for any breach of a Statutory Term to the cost of resupplying the Wi-Fi System.

12. Further, Mount Sheridan Plaza disclaims any liability or responsibility for any faults or failures, or any interruptions in the availability, instability, accuracy, timeliness, completeness, security or reliability of any communications (including transactions) made using the Wi-Fi System.

Indemnification

14. You indemnify Mount Sheridan Plaza and our employees, officers, agents and contractors (collectively "the Indemnified Party") from and against any loss, damage, liability, charge, expense or cost (including all legal, defence and settlement costs on a full indemnity basis) suffered or incurred by an Indemnified Party, which arises out of or in connection with a breach of these Terms.

Privacy

15. Any Personal Information you supply to Mount Sheridan Plaza through your use of the Wi-Fi System will be collected, held and used in the manner set out below, in our Privacy Notice and in our Privacy Policy.

16. By accessing the Wi-Fi System, you consent to Mount Sheridan Plaza using your supplied Personal Information, MAC address and location statistics for promotional, marketing (including tailoring online advertising to you as an individual), publicity, research, operational and profiling purposes in accordance with the Privacy Policy, which can be viewed at <http://www.mtsheridanplaza.com.au/privacy-policy>.

17. You can choose not to receive direct marketing communications from Mount Sheridan Plaza at any time by e mailing Mount Sheridan Plaza: admin@mtsheridanplaza.com.au.

Definitions

In this agreement,

“Personal Information” has the meaning given to it in the Privacy Act 1988(Cth).

“Prohibited Content” includes, but is not limited to, any website or content that Mount Sheridan Plaza deems, in its absolute and sole discretion:

a. could cause it to be in breach of any law, code or instrument which governs Mount Sheridan Plaza’s conduct or to incur a liability to any third person or entity;

b. could harm Mount Sheridan Plaza’s reputation or brand;

c. could interfere with the integrity and/or performance of the Wi-Fi System or Mount Sheridan Plaza’s other networks or equipment;

d. is offensive by reason of:

promoting racism, bigotry, hatred or physical harm of any kind against any group or individual;

promoting harassment of another person;

exploitation of persons in a violent or sexual manner;

containing nudity, violence or which may link to adult websites; or

being abusive, threatening, obscene, defamatory or libellous; or

promotes an illegal or unauthorised copy of another person’s copyrighted work (including but not limited to file-sharing applications such as Lime wire, Napster, Bit Torrent or other peer-to-peer applications).

“You/your/user” refers to any person using a computer mobile device to access the Wi-Fi System.