

Terms and Conditions

Welcome to The Entrance Town Centre Free WiFi network (the 'Network'), provided as a free service by Wyong Shire Council ('WSC') and its partner Presilient Pty Ltd (the 'Technology Provider').

Your access to and use of the Network is conditional upon Your acceptance of these terms and conditions (the 'Terms'), which We reserve the right to amend at any time. As You will be bound by these amendments, You should review these Terms from time to time.

For the purposes of these Terms, any reference to 'You' or 'Your' includes but is not limited to the owner and authorised user of the computer or mobile device used to access this Network. You are responsible for providing Your own computer or mobile device (wireless enabled device) that is capable of accessing a network with its own power source. WSC and the Technology Provider do not provide power, information technology advice or assistance to any user of the Network. You must not use the Network under any circumstances if You do not have express permission of the lawful owner of the wireless-enabled device.

Usage of the Network is conditional upon acceptance and compliance with these Terms.

Speed and reliability of the hotspot

The Network provides You with free broadband internet access. However, the speed and throughput of the Network will vary depending on a number of factors, including but not limited to:

- the capabilities of Your wireless enabled device
- the physical location of the wireless access points in the precinct
- Network user traffic during time of access
- general internet congestion
- wireless signal interference
- and
- the location of Your wireless enabled device within the precinct while accessing the Network.

WSC and the Technology Provider (collectively 'We' or 'Our') will use reasonable endeavours to provide You with a reliable, stable and secure access to the Network but do not promise that the access to the Network will be continuous, fault-free, secure or accessible at all times. We advise that Network access is not suitable for supporting any application or use which requires continuous, fault-free Network connectivity or uninterrupted data traffic flow. Without limiting any other provision of these Terms, We will not be liable if Network access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

We will use reasonable endeavours to monitor and attend to any Network faults, malfunctions or other problems associated with Network access but will not be liable if such faults, malfunctions or problems occur with the Network and shall not be obligated to rectify any such faults, malfunctions or problems associated with the Network within any specified timeframe.

Logging in/out of the Network

To be eligible to use the Network, You simply need to access the Network with your wireless-enabled device. Taking this step is acceptance by You of these Terms. There is no requirement to log out of (quit) the Network - You simply need to close Your Internet browser.

You will automatically be logged-out of the Network if:

- Your access to the Network is terminated by either of Us in accordance with these Terms
- the wireless connection of the Network You are accessing is lost, disconnected or becomes out of range
- no activity is detected from Your wireless-enabled device for a continuous period of 10 minutes while You are logged on to the Network
- if you exceed what is considered reasonable usage for each Internet session while using this hotspot (usage currently unrestricted).

If You are in the process of downloading a file and You lose connection or are automatically logged-out of the Network, Your partially downloaded file will not be saved and/or be recoverable. We recommend that You save Your work regularly while using the Network and/or take the necessary precautions to prevent such occurrences.

If you are automatically logged out of the hotspot, you will need to log in again to gain access to the hotspot. We cannot and do not guarantee that You will be able to immediately log back in to the hotspot in the event that You are automatically logged out.

Consent to receive messages

By accepting these Terms, You accept that You may receive email (email message) and mobile (mobile message) communications.

Email messages may be:

- promotional emails
- emails sent for research purposes
- emails sent as part of a survey
- any other email-based communications sent to You through this service.

Mobile messages may be:

- an SMS message
- an MMS message
- for any of the above purposes.

All commercial messages will contain an unsubscribe facility.

Third party promotions

Through messages You may be presented with promotions, advertisements and offers provided by third parties (third party promotions). All third party promotions are paid for by the advertiser (advertiser) and are not endorsed or recommended by WSC, the Technology Provider or any of Our respective related corporations, directors, officers, employees or agents. Any dealings with any

advertiser as a result of third party promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between You and the advertiser or other third party. You agree that neither WSC or the Technology Provider are responsible or liable for any aspect of any such dealings or promotions.

Linked sites

We may provide links to third parties' websites (linked sites). Unless otherwise noted on the linked site, linked sites are not reviewed, controlled or examined by WSC or the Technology Provider in any way. We are not responsible for the content, advertising code of conduct, availability, advertising, products or other materials of any such linked sites, or any additional links contained therein. Except as otherwise noted on the linked site, these links do not imply Our endorsement of, nor association with, the linked sites. It is Your sole responsibility to comply with the appropriate rules and guidelines, if any, applicable to the use of the linked sites. In no event shall We be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of links to the linked sites, the linked sites themselves, or the information or material accessed through these linked sites. You should direct any concerns to that site's administrator or webmaster. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the linked sites from the Network and/or introduce different features or links to different linked sites.

Your obligations and user limitations

The Network must be used in accordance with the law and in an ethical and professional manner.

You must not use the Network for any purpose which:

- would cause the Technology Provider or WSC to be in breach of any law, code, or regulation
- depicts or promotes offensive or illegal behaviour
- is offensive or promotes racism, bigotry, hatred or physical harm
- would bully, harass or threaten any other person
- exploits people in a sexual or violent manner
- contains nudity, violent or offensive subject matter
- promotes an illegal or unauthorized copy of copyright
- promotes criminal activity or enterprise
- could cause the Technology Provider or WSC to be in breach of any law, code, or instrument which governs its conduct or to incur a liability to any third party or entity
- violates privacy or confidentiality of any person
- contains, provides or creates computer viruses or deliberately corrupts systems, facilities or data
- Defames or is injurious to any person
- involves the sending of junk mail or unauthorised spam.

You must not use the Network:

- for any illegal, improper or malicious purpose
- to transmit a computer virus knowingly

- to access other computers or data on the internet without permission
- to publish or distribute material that is obscene, defamatory, abusive or that violates any law or regulation
- to conduct an illegal business
- to alter or modify the radio transmission equipment installed by the Technology Partner in any way without written consent of the Technology Partner.

We may immediately terminate and block Your access to the Network if You access the Network in contravention of these Terms.

Disclaimer of warranties

The Internet is an inherently insecure communication medium. While We will use reasonable endeavours to provide secure access through the Network, We cannot guarantee the security of the Network at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Network and You are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

Without limiting any other provisions of these Terms, We are not, in any way, be liable to You for any kind of loss or damage incurred as a result of Your use of the Network including but not limited to any viruses you may become subject to during Your use of the Network.

We strongly recommend that You install a personal firewall on Your wireless-enabled device to block unwanted traffic or downloads to Your device.

Your access to and use of the Network is at Your own risk.

Without limiting the above, We make no warranty or representation as to the accessibility, security, stability or reliability of the Network and the provider specifically disclaims any liability or responsibility for any Network faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Network.

To the maximum extent permitted by law, all warranties, conditions and representations about the Network, the availability of the Network for access and use, the products and services advertised, offered to be supplied or supplied via the Network and the information provided on the Network are excluded. In particular, to that extent, We exclude:

- any warranty that access to the Network will be uninterrupted or error-free
- that defects will be corrected
- that the Network or the server that makes it available are free of viruses or other harmful components that the use or results of the use of the Network
- that the materials made available as part of the Network will be correct, accurate, timely or otherwise reliable.

If a term is implied by law into these Terms and the law prohibits provisions in a contract excluding or modifying liability under that term, then to the extent permitted by law it will be included in these Terms. However, Our liability for breach of such term will be limited, at Our option, to the supply of access to the Network again.

Limitation of liability

To the maximum extent permitted by law, We (along with Our respective related corporations (as defined in the Corporations Act), directors, officers, employees and agents) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, losses or costs (including legal costs), including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages), resulting from:

- the use or the inability to use the Network
- the use of, or reliance on any information published on the Network
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Network
- unauthorised access to or alteration of your transmissions or data
- statements or conduct of any third party on the Network
- any other matter relating to the Network.

We are not obliged to issue any reward or prize that relates to, or arises out of misuse or abuse of the Network or to any person who has supplied false or misleading personal information.

Indemnification

You indemnify each of Us, and Our respective related corporations, directors, officers, employees and agents, from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable legal fees, arising out of, or in any way connected to Your use of the Network or information or content published therein; Your participation in the Network's member program or that of someone using Your username and password; or Your inability to use the Network.

Unsubscribe

You may unsubscribe from receiving emails or notifications from either of Us at any time by clicking the unsubscribe button present at the bottom of all email correspondence sent to you.

General

These Terms are governed by the laws in force in New South Wales, Australia and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales, Australia. If any provision in these Terms is void or unenforceable, that provision shall be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, shall be deemed to be severed from these Terms.

Privacy policy

The personal information collected and used by the Network is governed by WSC's privacy policy, the Technology Partner's privacy policy, the Privacy Statement set out below, and applicable legislation.

Privacy Statement

Both WSC and the Technology Provider respect Your right to privacy and are committed to protecting Your personal information in accordance with the terms of this Privacy Statement.

The Technology Provider is bound by the National Privacy Principles contained in the Privacy Act 1988 (Cth) in collecting, using and storing your personal information. WSC is bound by the Privacy and Personal Information Protection Act 1998 (NSW) and the Information protection Principles and Policies made under that Act in respect to your personal information.

Those principles govern the use of personal information, which they define as information or an opinion relating to an individual that can be used to identify that individual. By accessing and using the Network, You consent to the collection, use and disclosure of your personal information as outlined in this Privacy Statement.

Use of non-personally identifiable data (anonymous data)

Most of the information We collect from the Network is anonymous information, such as the pages You visit and searches You perform. Other information collected may include the name of Your internet service provider the websites You used to link to the Network, the websites You visit from the Network, and Your IP address. The Technology Provider uses this anonymous information to compile aggregate statistics about use of the Network and to help improve the content of the Network. No personal information is collected.

Use of personally identifiable information

As You are required to register in order to access the Network, You need to provide personal information, such as Your name, gender, email address, mobile phone number, postcode and date of birth. If You choose not to provide this information, it will not be possible for You to gain access to the Network.

When we request that you provide Us with personal information We will tell You why the information is being requested and the purpose for which it will be used. For example, We may collect and use personally identifiable information to provide You with information regarding products or services provided by either of Us, to market products and services which either of Us think may be of interest to You based upon information You have shared, or to communicate with You for other purposes as outlined in these Terms. We will not use or disclose your personal information for any purpose other than that advised to you.

Security and confidentiality

We cannot guarantee against any loss, misuse or alteration to information, but We will take reasonable steps to ensure the security and confidentiality of personal information in its possession from loss, misuse and unauthorised access, disclosure, alteration and destruction. To reduce the risk of any unauthorised viewing of Your personal information, the amount and type of information transmitted to Your browser when You are on the Network and using the Network's applications is limited.

Personal information is only accessible by employees of WSC and employees of the Technology Partner that require access to it in order to undertake their work. We have directed Our respective employees that personal information must be dealt with in accordance with this Privacy Statement and the relevant statutory principles, and kept secure from unauthorised access or disclosure.

Disclosure of personally identifiable information

We will not sell Your personal information to any third parties. We may, however, disclose personal information to third parties, including related corporations and advertisers, both within and outside of Australia. Information may also be disclosed to regulatory authorities where required to do so by law. We require such third parties to comply with the terms of this Privacy Statement, the principles and the Spam Act 2003 (Cth).

Links to other sites

This Privacy Statement applies only to the Network. If You link from the Network to any other website, any personal information collected, used or disclosed will be subject to that site owner's privacy policy. We suggest you review their privacy policy before disclosing any personal information.

Cookies

A cookie is a small data file placed on your device's memory by a web page server. For some personal registration features, where permitted by law, We may use cookies to remember Your selections. We do not use cookies to collect personal information without Your consent. You can set your browser to notify You when You receive a cookie; this will enable You to decide if you want to accept it or not.

Opt-out

Any contact made with You as part of this process will have the opportunity for You to opt-out of further contact.

Access to your Personal Information

If We hold personal information about You, you are able to access, change or update such personal information at any time. You may also withdraw your authorisation for future use of your personal information at any time. If you would like to know more about this privacy policy and procedures, or if you would like to access or update your personal information, please contact either the Privacy Officer at the Technology Provider or the Privacy Officer at WSC.

Updates

This Privacy Statement is effective as at 22 December 2015. By using the Network, You agree to the terms of this Privacy Statement and acknowledge that We may, at our discretion, modify this Privacy Statement at any time. You agree to refer to this page from time to time to review the Privacy Statement and other new features. Your continued use of the Network following the postings of changes to this policy means You accept any amendments that might be made to the Privacy Statement by Us in the future.