

Terms and conditions for using Wifi

For the purposes of these Terms & Conditions, 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 Hotspot. You are responsible for providing your own computer or mobile device (wireless enabled device) that is capable of accessing a Hotspot with its own power source. Shire of Irwin does not provide power, information technology advice or assistance to any user of the Hotspot.

Access to and use of this Hotspot is subject to the Terms & Conditions set out below. By accessing and using this Hotspot, you agree to accept these Terms & Conditions without limitation. Shire of Irwin may at any time revise these Terms & Conditions. Since you are bound by these Terms & Conditions each time you access and use the Hotspot, you should carefully review these Terms & Conditions each time you do so.

If you do not agree to these Terms & Conditions, you must not access or use this Hotspot.

Speed and Reliability of the Hotspot

The speed and throughput of Shire of Irwin's Hotspot 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;
- Hotspot user traffic during time of access;
- General internet congestion;
- Wireless signal interference and
- Location of your wireless enabled device whilst accessing the Hotspot.

Shire of Irwin does not guarantee that access to the Hotspot will be continuous, fault-free, secure or accessible at all times.

Shire of Irwin advises that this Hotspot access is not suitable for supporting any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow.

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

Logging In/Out of the Hotspot

To be eligible to use this Hotspot, you simply need to access this Hotspot with your wireless enabled device and agree to accept these Terms & Conditions. You are not required to purchase any item or pay any fee to access the Hotspot.

To log out (quit) using the Hotspot, you simply need to close your Internet Browser.

Please note usage is set to a speed of 5mbps/256kbps limitation, any excessive usage will be monitored, if repeat excessive usage is found you will be disconnected.

User Obligations and Limitations

The Hotspot is intended to be used in a fair and "community-minded" manner. To this end, Shire of Irwin may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the Hotspot.

Security

The internet is an inherently insecure communication medium. Whilst Shire of Irwin will use reasonable endeavours to provide secure access through this Hotspot, it cannot guarantee the security of the Hotspot at all times.

You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Hotspot 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 & Conditions, Shire of Irwin shall not, in any way, be liable to you for any kind of loss or damage incurred as a result of your use of the Hotspot, including but not limited to any viruses you may become subject to during your use of the Hotspot.

Shire of Irwin highly recommends you install a personal firewall on your wireless enabled device to block unwanted traffic or downloads to your device.

Privacy

Shire of Irwin is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used.

Shire of Irwin will only collect, use and store your personal information for the purposes of delivering the Hotspot in accordance with applicable legislation and these Terms & Conditions.

Shire of Irwin will collect and store the IP and MAC address of the wireless enabled device that has accessed the Hotspot, once agreement by the user of the Terms & Conditions have been reached.

Shire of Irwin is not in any way responsible for how any third party (including but not limited to any website that you access and/or use through the Hotspot) collects and/or uses your personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit on a case

by case basis and determining whether you accept such terms of use and/or privacy policies.

The Shire of Irwin will collect statistics of general use of the Hotspot as a whole but not specific to each user. These statistics are reported to Council and used to ensure services are being used.

Limitation of Liability

Shire of Irwin makes no warranties or representations as to the accessibility, security, stability or reliability of this Hotspot and specifically disclaims any liability or responsibility for any Hotspot faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions), any damage to, or viruses that may infect your computer or mobile device or other property on account of your access to the Hotspot.

Indemnity

You agree to indemnify and must defend and hold harmless, Shire of Irwin and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your breach of these Terms & Conditions.