

## Public Internet and Wi-Fi Service Terms and Conditions of Use

Welcome to the City of Rockingham's Public Internet and Wi-Fi Service (**the Service**). Access to the Service is subject to the following terms and conditions which may be revised from time to time.

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SERVICE.

By accessing the Service you agree to these terms and conditions.

### Security

The Service is provided on an open and public basis and you acknowledge and agree that there are inherent security risks associated with using the Service and that you do so **solely at your own risk**.

The City of Rockingham (**the City**) recommends that you take any necessary measures to protect the security of your devices and data, including using secure transmission techniques (such as encryption, backups, virtual private networks and personal firewalls). The City also recommends that you do not use the Service to send or receive private or sensitive information, especially for activities like Internet banking. You are responsible for ensuring that your usernames, passwords and security-based information are kept private.

You acknowledge and agree that the City does not guarantee or make any representation that any transmissions made or received using the Service will be safe and secure and not susceptible to errors, viruses, malware, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or to interception, interference or hacking.

You acknowledge and agree that the City may at any time, in its absolute discretion, revoke, limit or prevent your access to the Service.

### Speed and reliability of the Service

You acknowledge that the Service is not intended to be a high performance internet service and that City does not guarantee or make any representation that at any particular time the Service will be available, or that you will be able to access the Service, or that the Service will be stable, fault-free, timely, reliable, operational or suitable for supporting your intended use. If reliability is important to you, you should make alternative arrangements.

You acknowledge and agree that you may be automatically logged out of the Service in which case you may lose any data that had not been completely downloaded or saved. It is your responsibility to regularly save your work.

## Use of the Service

You acknowledge and agree that you are at least 18 years of age or that your parent or guardian has approved your usage of the Service.

You acknowledge and agree that when using the Service you will comply with all applicable laws and that you will not;

- a) reveal or publish proprietary or confidential information;
- b) infringe the intellectual property rights of any person;
- c) collect or harvest any information or data from the Service or the servers used to provide the Service;
- d) attempt to intercept, interfere with or decipher any transmission to or from the servers used to provide the Service;
- e) use the Service to transmit, send, upload, receive, download, publish, post, distribute, disseminate, encourage or solicit receipt of any material which is abusive, defamatory, harassing, indecent, offensive, obscene, menacing, racist, pornographic, threatening, unlawful or in breach of any right of any person;
- f) use the Service for commercial purposes;
- g) use the Service to send unsolicited bulk emails;
- h) use the Service to transmit, store, publish or upload any electronic material, such as viruses, malware, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines, which will or are likely to cause damage to, or to destroy or limit the functionality of, any computer, software, hardware, electronic device or telecommunications equipment;
- i) obtain unauthorised access to any other person's computer, email account, bank account, computer network or equipment; or
- j) use the Service to invade the privacy of another person or to cause annoyance, inconvenience or anxiety to another person.

## Information on the internet

You acknowledge and agree that the City does not monitor or have control over the information available on the internet, does not guarantee the quality or accuracy of that information that it is your responsibility as a user of the Service to determine the validity, quality and relevance of the information you obtain.

The City intends for the Service to be used in a manner that does not offend the standards of the general community and may in its absolute, limit or block websites that do not meet those standards. Unacceptable websites may include, but are not limited to, websites and/or content that:

- a) depicts, alludes to, or promotes offensive or illegal behaviour;
- b) promotes racism, bigotry, hatred or physical harm to any group or individual;
- c) promotes conduct that is abusive, defamatory, menacing, racist, threatening or unlawful;
- d) harasses or promotes harassment of another person;
- e) exploits people in a sexual or violent manner;
- f) contains nudity, violence, indecent or offensive material or which may connect to adult or pornographic websites;
- k) infringes the intellectual property rights of any person;

- g) involves the transmission of junk mail, chain letters, or unsolicited mailing, instant messaging or spamming;
- h) promotes criminal activity;
- i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that may damage, interfere or intercept access; and
- j) might reflect poorly on the reputation of the City; or
- k) might interfere with the integrity or performance of the equipment used by the City to provide the Service.

Users should be aware that the browsing or downloading of illegal information from the internet might lead to a criminal prosecution.

### **Privacy**

You acknowledge and agree that you consent to the City collecting, using, disclosing and processing information, some of which may contain your personal information.

This information may include information about your device, its operating system and your web browser type to enable the City to determine the most effective way of optimising the Service for your device.

The City of Rockingham has no control over the use that any third party may make of personal information obtained through your use of the Service and you should make your own enquiries to satisfy yourself of the applicable policies for use of private information by the websites accessed by you.

### **Release and indemnity**

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law (**ACL**), and consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement (Your Consumer Rights).

Subject to your rights under the ACL, you acknowledge and agree that the City is not liable:

- a) for any loss that was not reasonably foreseeable by the City or you when you commenced using the Service;
- b) for any business-related loss including loss of revenue, goodwill, profits, contracts, anticipated savings, opportunity, data, reputation or productivity;
- c) to the extent that your loss was contributed to by your negligence or breach or any other matter outside the City's control (including but not limited to. industrial action, third party equipment, networks, viruses, malware, Trojan horses, worms, time bombs and cancelbots).

To the full extent permitted by law any condition or warranty which would be implied by law into these terms and conditions is excluded.

You acknowledge and agree that you will to indemnify and hold harmless the City, its employees, servants and agents, from and against:

- all loss, damage, liability, charges, expenses (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 and conditions;
- all loss of profit, revenue, data or opportunities arising from or in connection with your use of the Public Internet and Wi-Fi service.

The City of Rockingham expressly disclaims any liability or responsibility arising from access to, or use of, information obtained through electronic information systems, or any consequences arising from such access or use.

### **Jurisdiction**

If any of the terms and conditions are invalid under the law of any jurisdiction, that provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

These terms and conditions are governed by the laws of Western Australia. The courts of Western Australia (and the courts of appeal from them) have exclusive jurisdiction to resolve any disputes arising under or in connection with these Terms.