



KIAMA COUNCIL FREE WI-FI SERVICE TERMS AND CONDITIONS OF USE

1 Introduction

1.1 Kiama Municipal Council (ABN 22 379 679 108) ("Kiama Council") provides access to the Kiama Council Free Wi-Fi Service subject to these terms and conditions.

1.2 By accessing the Kiama Council Free Wi-Fi Service, You warrant that You have read, understand and agree to be bound by these terms and conditions.

1.3 A copy of these terms and conditions can be obtained by visiting:
<http://www.kiama.nsw.gov.au/public-wi-fi/kiama-council-free-wi-fi>.

2 Access

2.1 Kiama Council provides the Kiama Council Free Wi-Fi Service without any warranty or representations express or implied, including, but not limited to, any warranty or representation in relating to the availability, continuity, operation, use or security of the Kiama Council Free Wi-Fi Service.

2.2 Kiama Council reserves the right, at its absolute discretion, to limit, restrict or suspend access to or the availability of, the Kiama Council Free Wi-Fi Service at any time for any reason (including for any maintenance).

2.3 You acknowledge and agree that:

(a) access to the Kiama Council Free Wi-Fi Service is at Your own risk

(b) the Kiama Council Free Wi-Fi Service is:

(i) not supplied for the purpose of, and

(ii) not suitable for supporting, continuous, uninterrupted, error free network

connectivity or large amounts of downloading

(c) the Kiama Council Free Wi-Fi Service provides unencrypted wireless access to the Internet and You are responsible for the security of Your devices and any transmissions made or received during Your access, and

(d) You are responsible for taking any necessary security precautions to protect your device against the risks of hacking, viruses, eavesdropping, and all other such hazards.

3 Conditions of access

3.1 Your use of the Kiama Council Free Wi-Fi Service must not:

(a) introduce any viruses, worms, Trojan horses, cancelbots, time bombs, malicious software or any other computer programming routines that may damage, detrimentally interfere with, surreptitiously or remotely intercept or expropriate any system, data or personal information

(b) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)

- (c) be defamatory, libelous, unlawfully threatening or harassing
- (d) be obscene or contain child pornography and other explicit material
- (e) infringe any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or
- (f) involve any attempt to access any data or system which You are not authorised to access.

4 Content

Kiama Council reserves the right, at its absolute discretion, to:

- (a) bar access to the Kiama Council Free Wi-Fi Service to anyone who is deemed to be in breach of these terms and conditions, or is behaving in an inappropriate manner, or for any other reason
- (b) block access to any network protocols that are deemed inappropriate by Kiama Council or may contravene these terms and conditions of use, including but are not limited to those used by file sharing applications or any Bit-Torrent type of client or Peer to Peer applications, and
- (c) block access to any sites it considers (in its complete discretion) inappropriate, including sites which contain or promote gambling, pornography, sexually explicit material, drug use, violence, terrorism, racial vilification, harassment or discrimination of any kind or spam or anything in breach of any law or regulation.

5 Investigation by authorities

Kiama Council reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Kiama Council Free Wi-Fi Service, including, co-operating fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via the Kiama Council Free Wi-Fi Service.

6 Limitation of liability

To the maximum extent permitted by law:

- (a) Kiama Council is not liable for, and
- (b) You release Kiama Council from any loss or damage, direct or indirect, (including any consequential loss or damage) of any kind arising out of or in connection with Your access and use of the Kiama Council Free Wi-Fi Service.

7 Alteration of terms and conditions

7.1 Kiama Council reserves the right to vary these terms and conditions from time to time. Any revised terms and conditions will be made available by visiting <http://www.kiamaconnect.com.au/public-wi-fi/kiama-council-free-wi-fi>.

8 Decisions final

8.1 Kiama Council's decision relating to the Kiama Council Free Wi-Fi Service is final and no discussions or correspondence with You or any other person will be entered into.

9 Personal information and privacy

9.1 By accessing the Kiama Council Free Wi-Fi Service You consent to providing, and Kiama Council collecting, Your personal information. The use and disclosure of this information is subject to the restrictions imposed on Kiama Council by the *NSW Privacy and Personal Information Act 1998 (PPIP Act)*. A copy of Kiama Council's privacy statement can be found at Kiama Council's website <http://www.kiama.nsw.gov.au/your-council/administration---policies/privacy-statement/privacy-statement>.