

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 agree 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

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:

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

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

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

To use the Wi-Fi System, you simply need to access this network with your wireless-enabled device. To log out, you simply need to close the internet browser. You will also be logged off the Wi-Fi System automatically if the Wi-Fi connection you are accessing is lost, disconnected, or becomes out of range.

Privacy

As of January 2024, Mount Sheridan Plaza does not collect any data or personal information on any user of this Wi-Fi System. This network operates as an open "Guest" network with no requirement for persons to sign in or go through any authentication process to join the network.

Security

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.

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 that traverses the Wi-Fi System.

User Obligations and Limitations

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.

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

1. 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;
2. circumvent (or attempt to circumvent) any technical limitations Mount Sheridan Plaza implements relating to the Wi-Fi System;
3. 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;
4. use the Wi-Fi System to infringe the intellectual property rights of third parties; or
5. use the Wi-Fi System to access or transfer Prohibited Content.
6. send unsolicited bulk e-mails
7. obtain any unauthorised access (or attempted access) to any other person's computer, e-mail account, or equipment.

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

1. block access to any network protocols that Mount Sheridan Plaza deems are inappropriate or may contravene these Terms;
2. apply any such traffic-shaping deemed necessary to provide access to the Wi-Fi System fairly and stably to all customers; or
3. 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

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.

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

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.

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:

1. 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;
2. could harm Mount Sheridan Plaza's reputation or brand;
3. could interfere with the integrity and/or performance of the Wi-Fi System or Mount Sheridan Plaza's other networks or equipment;
4. is offensive by reason of:
 - a. promoting racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - b. promoting harassment of another person;
 - c. exploitation of persons in a violent or sexual manner;
 - d. containing nudity, violence or which may link to adult websites; or
 - e. being abusive, threatening, obscene, defamatory or libellous; or

- f. 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.