



Playford Free Wifi Network

CITY OF PLAYFORD WIRELESS HOTSPOT TERMS AND CONDITIONS

1. INTRODUCTION

1. These Terms and Conditions are in effect at all times while you are using the free wireless hotspot internet service provided by the City of Playford for use by the public. By using the Service, you agree to these Terms and Conditions. Please read them carefully.
2. We reserve the right to change these Terms and Conditions at any time.

2. THE SERVICE

1. The Service is provided for temporary use for the purposes of entertainment and leisure.
2. You must be at least 18 years of age to use the Service. We may require you to provide photographic identification as proof of your age.
3. Session time limits and download limits may be applied to your use of the Service at our discretion.
4. The Service may be terminated, changed or your access blocked at any time without notice at our discretion.
5. We make no guarantee or warranty as to connectivity or speed in relation to the Service or that the use of the Service will be uninterrupted or virus or error free.
6. We are not required to provide power, advice or assistance in relation to the Service or to resolve faults in relation to the Service.
7. We are not required to supervise, edit, moderate or otherwise supervise information or other material transmitted using the Service.

3. YOUR OBLIGATIONS

1. You are responsible for providing your own wireless enabled device capable of accessing the Service with its own power source.
2. You are responsible for the security, privacy and backing up of information or other material transmitted using the Service.
3. You must report to us any fault in relation to the Service as soon as such fault comes to your attention.
4. You must not use the Service for the advertising, promotion, sale or purchase of goods or services or for any other commercial activity.
5. You are responsible for all consents, royalties and fees payable in relation to third party Intellectual Property used in relation to the Service.
6. You must not use the Service to transmit any information or other material:
 1. that contains images of another person without that person's permission (or in the case of a minor, the minor's parent or legal guardian);
 2. for which a third party holds the Intellectual Property Rights where you have not obtained all relevant consents;
 3. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia;

4. that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data; or
5. that may be used in connection with spamming, spimming, phishing, trolling or similar activities.
7. You must not use the Service to harass, annoy, intimidate or threaten any person.
8. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person contravening this clause.
9. You indemnify us against all Liabilities which we may incur in respect of your breach of these Terms and Conditions

4. DISCLAIMER

Except where otherwise required by law:

1. all guarantees, conditions, warranties or other terms which may be implied by law or otherwise in connection with the use of the Service are excluded;
2. we do not accept responsibility for any Liabilities which you may incur in connection with your use of the Service and you release us from any Claim relating to such Liabilities;
3. in no circumstances will we be responsible for any loss of profits or interruption to business or other indirect economic or other consequential loss suffered by you or any third party in connection with the use of the Service;
4. you indemnify us against all Liabilities which we may incur and release us from any Claim relating to your use of the Service.

5. GENERAL

1. These Terms and Conditions cover the entire agreement and understanding between you and us with respect to your use of the Service and supersede any prior agreement or understanding.
2. If we waive any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
3. If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions shall nevertheless continue in full force.
4. Any indemnity or release in these Terms and Conditions survives termination of access to or closure of the Service.
5. These Terms and Conditions are governed by the laws of South Australia and any dispute in connection with them is subject to the non exclusive jurisdiction of the courts of South Australia.

6. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

1. **Claim** means any claim, demand, action or cause of action, whether in contract, tort, equity or under statute, and any loss, cost, expense or Liability arising from or in connection with such claim, demand, action or cause of action.
2. **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions).
3. **Liabilities** means liabilities, losses, damages, actions, causes of action, arbitrations, claims, orders, judgments, outgoings, costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent.
4. **our, we, and us** refers to the City of Playford.
5. **Service** means the free wireless hotspot internet service provided by us for use by the public

6. **you, your** and **yourself** refers to any person using the Service.

[I AGREE](#)