

City of Greater Geelong: Central Geelong "FREE WIFI" infoNet Project

TERMS & CONDITIONS OF USE OF THE WIRELESS INTERNET ACCESS SERVICE (THE SERVICE)

Your access to and use of The Service is subject exclusively and strictly to these Terms & Conditions of Use:

1) The Service Provider ("we", "us"):

The Service Provider is: City of Greater Geelong - infoNet Project

ABN: 84 125 286 946

You may contact us via the following methods:

Email: info@geelonginfo.net

Web: <http://www.geelonginfo.net>

When you contact us regarding a purchase over the internet, please state clearly the details of the transaction and if possible a reference number, the nature of the enquiry, and a method of contacting you back should that be required.

2) Privacy:

City of Geelong infoNet Project's Internet Privacy policy can be viewed at
<http://duxadmin.geelonginfo.net/privacy.vbrn>

3) City of Geelong infoNet Project's Rights:

City of Geelong infoNet Project reserve the right to:

* change or remove (temporarily or permanently) The Service (or any part of it) without notice to you and you confirm that we shall not be liable to you for any such change or removal: and/or

* change these Terms & Conditions of Use at any time, and your continued use of The Service following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the Terms & Conditions of Use regularly for changes. If you do not agree with any change to the Terms & Conditions of Use you must immediately stop using The Service

4) Third Party Links:

We may provide links to other web sites or resources from time to time. Any such link to other web sites or resources is not an endorsement of such web site or resources and you acknowledge and agree that we are not responsible for the availability of and content on such web sites or resources.

5) Intellectual Property:

5.1) You acknowledge and agree that all copyright, trade marks and all other intellectual property rights in all material on The Service, The Service design, structure and graphics and all software and source codes connected with The Service shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us.

5.2) You acknowledge and agree that the material contained within The Service is made available for your personal non-commercial use only. You may only access, view, copy and/or print pages from The Service for the purpose of research or for evaluating whether to place an order with us.

6) Your Warranties:

You warrant that:

- * you will use The Service only in accordance with these Terms & Conditions of Use and only for lawful purposes and in a lawful manner; and

- * all information which you provide to us is true, accurate, current and complete in all respects and that you will notify us immediately of any changes to such information.

7) Limitation Of Liability:

7.1) The Service is provided to you on an "as is" and "as available" basis without any warranty being given in relation to The Service including (but not limited to) implied warranties of non-infringement, compatibility, security, accuracy or any implied warranty arising from course of dealing or usage or trade.

7.2) We make no warranty that The Service will meet your requirements or will be uninterrupted, timely, or error-free, that defects will be corrected or that the site or the server(s) that makes it available are free of viruses or bugs.

7.3) We will not be responsible or liable to you for any loss of material uploaded or transmitted through The Service.

7.4) We will not be liable in contract, tort, negligence, for pre-contract or other representations (other than fraudulent or negligent representations) or otherwise out of or in connection with these Terms & Conditions of Use for: • any economic loss (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or • any special or indirect losses whatsoever. We shall not be liable for any indirect or consequential loss (including loss of profits, business or goodwill) arising out of any problem notified to us in relation to the supply of goods or services to you.

7.5) Nothing in these Terms & Conditions of Use shall exclude or limit liability for death or personal injury resulting from our negligence or that of our agents or employees.

7.6) If the goods supplied by City of Geelong infoNet Project are damaged or defective or not as ordered or supplied in an incorrect quantity, City of Geelong infoNet Project have no liability to you unless you notify us in writing within 10 days of the date of delivery.

7.7) If the goods are not received within 30 days, City of Geelong infoNet Project shall have no liability unless you notify us within 40 days from the date of the order.

7.8) Our obligation in these circumstances, at your option or as appropriate shall be made to replace or repair damaged or defective goods, refund the amount paid by you or make good any shortfall.

8) Indemnity:

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of these Terms & Conditions of Use by you or other liabilities arising out of your use of The Service

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9) Severance:

Each provision of these Terms & Conditions of Use shall be construed separately and independently of each other and the validity of any one part shall not affect the validity of any other part.

10) Law:

These Terms & Conditions of Use shall be governed by the laws of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the relevant court.

If you are a consumer, nothing in these Terms and Conditions is intended to limit any statutory rights or other rights you may have as a consumer under local law.

11) Wireless Hotspot Usage:

11.1) Usage of the wireless hotspot internet service is entirely at the users own risk. City of Geelong infoNet Project does not accept any liability for the security or integrity of the data transmitted over its wireless network.

11.2) If you are unable to gain access to or use the purchased internet access ticket, return to place of purchase for a full refund.

11.3) Any successful login session of duration greater than 5 minutes is considered successful access, and no refund will be offered.

11.4) City of Geelong infoNet Project does not guarantee availability of the Wireless hotspot, nor the speed of internet access at any given time.

11.5) City of Geelong infoNet Project only provides support for the Wireless hotspot infrastructure, and cannot guarantee compatibility of users equipment or software applications.

11.6) It is the users responsibility to check access to the hotspot login page before purchasing an access card.

11.7) Any attempt to hack or gain unauthorised access may result in legal action being taken against offenders.