



## Maroondah Sports Club Hotspot End User Terms and Conditions (Terms)

This is a free Hotspot wireless internet service (the "Service") provided by Maroondah Sports Club (known as "MSC") for use by the public.

All users are required to log-in individually as separate users. MSC may change these Terms at any time.

You should therefore review the Terms each time you log in.

By accessing the Service you accept the terms and conditions below.

### You acknowledge and agree that:

1. you are responsible for providing your own wireless enabled device capable of accessing the Service with its own power source. MSC is not obliged to provide power, advice or assistance for the Service;
2. the Service may be withdrawn, changed or your access blocked at any time without notice. Sessions may be terminated without notice at the discretion of MSC or the operator of the Hotspot location;
3. session time and download limits may be applied to your use of the Service. These limits may be determined by MSC in its absolute discretion without notice to you;
4. the Service may not be used for commercial or business purposes. The Service may only be used for temporary internet access for leisure and entertainment. You may not sell or re-sell the Service;
5. as consideration to MSC you agree to report faults in the Service, which may not be uninterrupted or error free and is not suitable for supporting any application which requires connectivity that is at a guaranteed speed, uninterrupted, fault-free or secure. MSC has no obligation to resolve faults in the Service. You are responsible for the security, privacy and backing up of your information transmitted using the Service;

6. you are responsible for all consents, royalties and fees related to third party materials used via the Service;

7. you must be at least 18 years of age to use the Service, and the operator of the premises at which the hotspot is located is entitled to request you to provide photographic ID as proof of age at any time; and

8. your use of the Service must:

- 8.1. not interfere with the normal operation of the Service or equipment used in providing the Service;

- 8.2. be in accordance with all applicable laws and the Acceptable Use Policy; and

- 8.3. not expose any minor to material that is unsuitable for minors.

### MSC's liability

9. Your use of the Service is entirely at your own risk. MSC excludes:

- 9.1. all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this Clause to be void ("Non Excludable Condition");

- 9.2. all liability to you in contract for consequential or indirect damages arising out of or in connection with the Service even if MSC was aware they were possible or otherwise foreseeable including, without limitation, lost profits and damages suffered as a result of claims by any third person; and

- 9.3. all liability to you in negligence for acts or omissions of MSC or its employees, agents or contractors arising out of and in connection with the Service;

10. MSC's liability to you for breach of any express provision of this Agreement or any Non

Excludable Condition is limited to supplying the Service again;

**11.** without limiting MSC's rights to do so, MSC is not obliged to supervise, edit or control the content accessed through the Service. MSC disclaims all liability for material You access via the Service that You or any other reasonable person would find offensive (e.g. pornography), upsetting, defamatory or unsuitable for minors. You agree to take reasonable steps to avoid such content while using the Service; and

**12.** you agree to indemnify MSC from any losses, costs or liability MSC may incur as a result of:

**12.1.** your use of the Service, including any material that you access or make available using the Service;

**12.2.** any breach of any aspect of these Terms, including but not limited to:

**12.2.1.** breaches of the Acceptable Use Policy; and

**12.2.2.** use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement.