

Terms and Conditions: QAFCL Wi-Fi

Welcome to the Queensland Australian Football Club Ltd (ABN 65022084148) (QAFCL Ltd) Free Internet Wi-Fi (Wi-Fi). This Wi-Fi is provided to you free of charge by QAFCL Ltd in its premises that are enabled with a wireless local area network provided you are a member or guest of QAFCL Ltd.

For the purposes of these Terms & Conditions, any reference to "you" or "your" includes but is not limited to the owner and authorised user of the computer or mobile device used to access this Wi-Fi. You are responsible for providing your own computer or mobile device (wireless enabled device) that is capable of accessing a Wi-Fi with its own power source. QAFCL Ltd does not provide power, information technology advice or assistance to any user of the Wi-Fi. You must not use the Wi-Fi under any circumstances if you do not have express permission of the lawful owner of the wireless enabled device.

Access to and use of this Wi-Fi is subject to the Terms & Conditions set out below. By accessing and using this Wi-Fi, you agree to accept these Terms & Conditions without limitation. QAFCL Ltd may at any time revise these Terms & Conditions. Since you are bound by these Terms & Conditions each time you access and use the Wi-Fi, you should carefully review these Terms & Conditions each time you do so. If you do not agree to these Terms & Conditions, you must not access or use this Wi-Fi.

Speed and Reliability of the Wi-Fi

This Wi-Fi provides you with free broadband internet access which can achieve maximum download speeds of up to 512Kb/s and maximum upload speeds of 128Kb/s. The speed and throughput of each QAFCL Ltd Wi-Fi will however vary depending on a number of factors, including but not limited to: The capabilities of your wireless enabled device; the physical location of the wireless access points in the Club; Wi-Fi user traffic during time of access; general internet congestion; wireless signal interference and the location of your wireless enabled device within the Club whilst accessing the Wi-Fi. The Wi-Fi has a limited range and to gain optimal access, it is recommended that your computer or mobile device access the Wi-Fi within the confines of the Club.

QAFCL Ltd will use reasonable endeavours to provide you with a reliable, stable and secure access to the Wi-Fi but does not promise that the access to the Wi-Fi will be continuous, fault-free, secure or accessible at all times. QAFCL Ltd advises that this Wi-Fi access is not suitable for supporting any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow. Without limiting any other provision of these Terms & Conditions, QAFCL Ltd will not be liable if the Wi-Fi access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

QAFCL Ltd will use reasonable endeavours to monitor and attend to any Wi-Fi faults, malfunctions or other problems associated with the Wi-Fi access but will not be liable if such faults, malfunctions or problems occur with the Wi-Fi and shall not be obligated to rectify any such faults, malfunctions or problems associated with the Wi-Fi within any specified timeframe.

Logging In/Out of the Wi-Fi

To be eligible to use this Wi-Fi, you simply need to access this Wi-Fi with your wireless enabled device and agree to accept these Terms & Conditions.

QAFCL Ltd Wi-Fi can only support a limited number of users accessing the Wi-Fi at any one time. QAFCL Ltd does not promise that you will be able to access and/or use the Wi-Fi immediately or each time you visit QAFCL Ltd.

To log out (quit) using the Wi-Fi, you simply need to click the "Log Out" button displayed on the User Session Status Page and/or close your Internet Browser.

You will automatically be logged-out of the Wi-Fi, if:

- your access to the Wi-Fi is terminated by QAFCL Ltd in accordance with these Terms & Conditions;
- the wireless connection of the Wi-Fi you are accessing is lost, disconnected or becomes out of range;
- no activity is detected from your wireless enabled device for a continuous period of 10 minutes whilst logged on to the Wi-Fi;
- if you leave the Club;
- if you exceed the download limit of 50MB permissible for each Internet session whilst using this Wi-Fi.

If you are in the process of downloading a file and you are automatically logged-out of the Wi-Fi, your partially downloaded file will not be saved and/or be recoverable. QAFCL Ltd recommends that you save your work regularly whilst using the Wi-Fi and/or take the necessary precautions to prevent such occurrences.

If you are automatically logged-out of the Wi-Fi, you will need to log-in again to gain access to the Wi-Fi. QAFCL Ltd cannot guarantee that you will be able to immediately log back in to the Wi-Fi in the event that you are automatically logged out.

User Obligations and Limitations

The Wi-Fi is intended to be used in a fair and "community-minded" manner. To this end, QAFCL Ltd may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the Wi-Fi. Without limiting its rights, QAFCL Ltd may block or limit access to websites and/or content that QAFCL Ltd considers is not "family friendly" or may bring negative exposure or harm to QAFCL Ltd's reputation and/or brand. This includes but is not limited to websites and/or content that:

- could cause QAFCL Ltd 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;
- could interfere with the integrity and/or performance of the Wi-Fi or QAFCL Ltd's other networks or equipment;
- depicts, alludes to or promotes offensive or illegal behaviour;
- is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
- promotes conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file sharing applications such as Limewire, eDonkey, Napster or any other Bit-Torrent or peer to peer applications);
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

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- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
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- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

Without limiting the above, QAFCL Ltd makes no warranties or representations as to the accessibility, security, stability or reliability of this Wi-Fi and QAFCL Ltd specifically disclaims any liability or responsibility for any Wi-Fi faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Wi-Fi.

Neither QAFCL Ltd nor any other party involved in delivering the Wi-Fi is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the Wi-Fi for any reason whatsoever, even if QAFCL Ltd has been notified or advised of the possibility of such damages.

QAFCL Ltd assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable in respect of your use of any third party proprietary software.

QAFCL Ltd assumes no responsibility, and shall not be liable for, any damage to, or viruses that may infect your computer or mobile device or other property on account of your access to or use of the Wi-Fi.

QAFCL Ltd is not responsible for the content of any website accessed or used via the Wi-Fi. Your access to, and use of any website or network connection whilst using the Wi-Fi is entirely at your own risk.

Indemnity

You agree to indemnify and must defend and hold harmless, QAFCL Ltd and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your breach of these Terms & Conditions.