

Terms and Conditions: QAFC Wi-Fi

Welcome to the Queanbeyan Australian Football Club Ltd (ABN 66002084148) (**QAFC Ltd**) Free Internet Wi-Fi (**Wi-Fi**). This Wi-Fi is provided to you free of charge by QAFC Ltd in its premises that are enabled with a wireless local area network, provided you are a member or guest of QAFC 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. QAFC 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. QAFC 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 QAFC 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.

QAFC 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. QAFC 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, QAFC Ltd will not be liable if the Wi-Fi access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

QAFC 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.

QAFC Ltd Wi-Fi can only support a limited number of users accessing the Wi-Fi at any one time. QAFC Ltd does not promise that you will be able to access and/or use the Wi-Fi immediately or each time you visit QAFC 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 QAFC 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. QAFC 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. QAFC 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, QAFC 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, QAFC Ltd may block or limit access to websites and/or content that QAFC Ltd considers is not "family friendly" or may bring negative exposure or harm to QAFC Ltd's reputation and/or brand. This includes but is not limited to websites and/or content that:

- could cause QAFC 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 QAFC 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.

Furthermore, QAFC Ltd may immediately terminate and block your access to the Wi-Fi if you access or use the Wi-Fi in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the Wi-Fi by any means or behave in a vexatious, illegal, inappropriate, or unsociable manner (whether in the QAFC Ltd Club or as a user of the Wi-Fi).

Access to and use of websites and/or content is also subject to such websites and/or content passing through the firewalls, anti-virus and other managed security systems prior to the Internet pages being delivered to your wireless enabled device, and which are determined and set in QAFC Ltd's sole discretion.

Security

The internet is an inherently insecure communication medium. Whilst QAFC Ltd will use reasonable endeavours to provide secure access through this Wi-Fi, it cannot guarantee the security of the Wi-Fi at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Wi-Fi and you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

Without limiting any other provisions of these Terms & Conditions, QAFC Ltd shall not, in any way, be liable to you for any kind of loss or damage incurred as a result of your use of the Wi-Fi, including but not limited to any viruses you may become subject to during your use of the Wi-Fi.

QAFC Ltd strongly recommends you install a personal firewall on your wireless enabled device to block unwanted traffic or downloads to your device.

Privacy

QAFC Ltd is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. QAFC Ltd will only collect, use and store your personal information for the purposes of delivering the Wi-Fi in accordance with applicable legislation and these Terms & Conditions. Without limiting the above, QAFC Ltd advises that it will not capture or attempt to capture any personal information whilst you access and/or use the Wi-Fi without your consent.

Once you access the Wi-Fi and open your Internet Browser application to view a website, QAFC Ltd will however capture and process information regarding your web browser type and/or operating system information as used by your wireless enabled device, in order to determine the most effective and/or customised way to display the requested webpage on your device.

QAFC Ltd will also collect and store the IP and MAC address of the wireless enabled device that has accessed the Wi-Fi, once the Terms & Conditions of access have been agreed to.

QAFC Ltd is not in any way responsible for how any third party (including but not limited to any website that you access and/or use through the Wi-Fi) collects and/or uses your personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit on a case by case basis and determining whether you accept such terms of use and/or privacy policies.

Limitation of Liability

Your access to and use of this Wi-Fi is at your own risk. QAFC Ltd acknowledges however that certain statutory warranties may be implied under Division 2 Part V *Trade Practices Act 1974* which cannot be excluded if goods or services are of a kind ordinarily acquired for personal, domestic or household use.

Without limiting the above, QAFC Ltd makes no warranties or representations as to the accessibility, security, stability or reliability of this Wi-Fi and QAFC 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 QAFC 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 QAFC Ltd has been notified or advised of the possibility of such damages.

QAFC 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.

QAFC 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.

QAFC 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, QAFC 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.