

# Australian Postal Corporation Wifi service – Terms of Use

## 1. Introduction

- 1.1 Please read these Terms that govern an individual's use (described as 'You, Your' below) of the wireless local access network service ('Wifi') where access is provided by the Australian Postal Corporation (ABN: 28 864 970 579), registered office 111 Bourke Street Melbourne, 3000, Australia (described as 'Ourselves, We, Us' below).
- 1.2 If You do not agree to these Terms, You are not permitted to use the Wifi and You should exit this Wifi service now.
- 1.3 By accessing the Wifi, You warrant that you have read, understood and agreed to be bound by these Terms, and agree the Terms are a binding agreement between You and Us.
- 1.4 We may from time to time include advertising by Ourselves or third parties in use of this Wifi or usage of Wifi may be dependent on your participation in an online survey.

## 2. Access

By accessing, logging on and using this Wifi, You acknowledge, represent and agree that:

- 2.1 Your use of this Wifi is provided on an "as is", "as available" basis, and to the extent permitted by law, without any warranties or representations of any kind (whether express or implied), is at Your own risk and sole discretion and You accept all associated risks by connecting to this Wifi;
- 2.2 Wifi may not be uninterrupted or error-free, and that viruses, worms, hacking, Trojan horses or other harmful applications may be available through this Wifi, and We assume no responsibility for any damage caused to You as a consequence;
- 2.3 This Wifi should be used for occasional access to the internet only, and You should not rely on this as Your only means of access to the internet;
- 2.4 You will be entirely responsible for ensuring your electronic device is backed up and that We are not liable for loss of any of your data or information, lost profits or interruption;
- 2.5 Nothing in these Terms shall be construed as Us granting a licence or transfer of any intellectual property rights; and
- 2.6 Our staff will not provide any Wifi support or connectivity issues of any type.

## 3. Content

- 3.1 You warrant that You will not use this Wifi in any unauthorized manner to upload or download in any format any objectionable content, where 'objectionable content' means, and is not limited to:
  - a) any intellectual property or material that you are not lawfully entitled to via law, contractual or fiduciary relationship;
  - b) any abusive, obscene, deceptive, pornographic, adult-oriented, sexually explicit, sex education, abortion, racially offensive, ethnically inappropriate, cult, occult, derogatory, defamatory, slanderous, spam, junk mail, spyware, adware, bot nets, hacking, key loggers and monitoring, phishing and other frauds, illegal, criminal, weapons, unlawful, vulgar, violent, gambling, abusive drugs, peer to peer, open http proxies, games, personals and dating, intimate apparel, proxies, harmful, malicious, misleading, harassing, or threatening, and inappropriate content in any format.

#### **4. Conditions of Access**

- 4.1 This public Wifi provided by Us is intended for Your limited personal, non-commercial, non-transferable, non-exclusive use in various Australia Post locations within Australia, and You will not use it for any other purpose, such as, and not limited to:
- a) reselling the Wifi to a third party;
  - b) making high volume or unreasonably excessive data transfers;
  - c) hosting a web server or other server.
- 4.2 Availability of Wifi may be dependent on many factors including but not limited to:
- a) the suitability of Your electronic devices, or the software or configurations on those devices;
  - b) limitation of maximum internet connection speeds on a per user basis (We do not guarantee minimum internet connection speeds or Wifi quality);
  - c) unavailability due to testing, system configuration changes, other technical, operational, legal limitations, or factors outside of Our reasonable control.
- 4.3 We may potentially monitor Your use of this Wifi, and reserve the right to collect, collate and use any data or device information which results from your use of this Wifi in accordance with this Agreement.
- 4.4 We may restrict access to certain sites We consider to be illegal, malicious or inappropriate.
- 4.5 We will discontinue, suspend or terminate Your access to this Wifi if You use it in violation of these Terms. Termination will not end those provisions capable of surviving termination.

#### **5. Limitation of Liability**

- 5.1 We do not guarantee the security of this Wifi and unauthorised third parties may access Your electronic device and/or files or monitor Your connection while in transit over the internet or stored in Our systems.
- 5.2 We do not exercise control over the sites You may visit and products You may use while using this Wifi, and We take no responsibility for any transactions between You and a third party or actions taken by a third party.
- 5.3 To the extent permitted by law, We and/or Our affiliates, officers, directors, employees, contractors, agents, vendors, disclaim and exclude any liability for costs or damages arising either directly or indirectly or of an incidental, consequential, indirect or special damage of any nature from Your use of the Wifi to You, regardless of the cause of action and whether or not it was foreseeable.
- 5.4 You shall at all times indemnify Us and hold Us and Our affiliates, officers, directors, employees, contractors, agents, vendors, harmless from and against, and shall promptly reimburse them for, any and all loss, damage, claims, liabilities, settlements, costs and proceedings that We may incur or suffer arising out of or in connection with Your use of the Wifi or out of or in connection with a breach of Terms by You.

#### **6. Terms and Laws**

- 6.1 These Terms shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.
- 6.2 Australia Post reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Wifi, including, cooperating fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via the Wifi.

- 6.3 These Terms constitute the entire agreement between the parties and supersedes and replaces all prior understandings or agreements, written or oral, regarding the Wifi. Any waiver of any provision of the Terms will be effective only if in writing and signed by Us.
- 6.4 We may revise these Terms at any time and it is Your responsibility to review the Terms for any changes each time You use Wifi and we advise You to save a copy for Your information.