

Free Wi-Fi

Terms and Conditions

This Hotspot is provided to you free of charge by the City of Mandurah in areas enabled with a wireless local area network.

In these Terms & Conditions, any reference to 'you' or 'your' includes the owner and/or user of the computer or mobile device used to access this Hotspot.

Access to and use of this Hotspot is subject to the Terms & Conditions set out below. By accessing and using this Hotspot, you agree to accept these Terms & Conditions without limitation. Each time you access and use the Hotspot you are bound by the City of Mandurah's Terms & Conditions. If you do not agree to these Terms & Conditions, you will not be able to access or use this Hotspot.

Logging In/Out of the Hotspot

To use Hotspot, you simply need to access this Hotspot with your wireless enabled device and agree to accept these Terms & Conditions. You are not required to pay any fee to access the Hotspot.

The City of Mandurah can only support a certain number of users accessing the Hotspot at any one time. The City of Mandurah does not promise that you will be able to access and/or use the Hotspot immediately or each time you visit a Hotspot area.

To log out or quit using the Hotspot, you simply need to turn the Wi-Fi setting off on your mobile device or computer.

User obligations and Limitations

The Hotspot is intended to be used in a fair and 'community-minded' manner. To this end, the City of Mandurah may, in its absolute and sole discretion, limit or block certain websites and/or content that it considers not appropriate or may bring negative exposure or harm to the City of Mandurah's reputation and/or brand. This includes but is not limited to websites and/or content that:

- Could cause the City of Mandurah to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third party;
- Could interfere with the integrity and/or performance of the Hotspot or the City of Mandurah's other networks or equipment;
- Depicts, alludes to or promotes offensive or illegal behaviour;
- Is 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 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.

The City of Mandurah may immediately terminate and block your future access to the Hotspot if you use the Hotspot in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the Hotspot by any means or behave in an aggravating, illegal, inappropriate or unsociable manner as a user of the Hotspot.

Speed and Reliability of the Hotspot

The City of Mandurah will use reasonable endeavours to provide you with a reliable, stable and secure access to the Hotspot but does not promise that the access to the Hotspot will be continuous, fault-free, secure or accessible at all times. This Hotspot 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, the City of Mandurah will not be liable if the Hotspot access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

You should be aware that your free broadband internet access is dependent on the speed and throughput of each Hotspot and the capabilities of your wireless enabled device; the physical location of the wireless access points in the area; Hotspot user traffic during time of access, wireless signal interference and the location of your wireless enabled device within the area whilst accessing the Hotspot. Each Hotspot has limited range and to gain optimal access, it is recommended that your computer or mobile device accesses the Hotspot within the confines of the area.

Hotspot faults, malfunctions or other problems associated with the Hotspot access will be attended to by the City of Mandurah at its earliest reasonable convenience. The City of Mandurah will not be liable if such faults, malfunctions or problems occur with the Hotspot and is not obligated to rectify any such faults, malfunctions or problems associated with the Hotspot within any specified timeframe.

Security

Whilst The City of Mandurah will use reasonable endeavours to provide secure access through the Hotspot, it cannot guarantee the security of the Hotspot at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Hotspot 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, the City of Mandurah 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 Hotspot, including but not limited to any viruses you may become subject to during your use of the Hotspot.

The City of Mandurah strongly recommends you install a personal firewall on your wireless enabled device to block unwanted traffic or downloads to your device.

Privacy

The City of Mandurah will only collect, use and store your personal information for the purposes of delivering the Hotspot in accordance with applicable legislation and these Terms & Conditions. Without limiting the above, the City of Mandurah will not capture or attempt to capture any personal information whilst you access and/or use the Hotspot without your consent.

However, once you access the Hotspot and open your internet browser application to view a website, the City of Mandurah will 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.

The City of Mandurah will also collect and store the IP and MAC address of the wireless enabled device that has accessed the Hotspot, once the Terms & Conditions of access have been agreed to.

The City of Mandurah is not in any way responsible for how any third party (including but not limited to any website that you access through the Hotspot) 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

The City of Mandurah makes no warranties or representations as the accessibility, security, stability or reliability of this Hotspot and expressly disclaims any liability or responsibility for any Hotspot faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including without limitation, any transactions) made by using Hotspot.

Neither the City of Mandurah nor any other party involved in delivering the Hotspot 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 Hotspot for any reason whatsoever, even if the City of Mandurah has been notified of, or advises of the possibility of such damages.

The City of Mandurah 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.

The City of Mandurah is not responsible for the content of any website accessed or used via the Hotspot. Your access to and use of any website or network connection whilst using the Hotspot is entirely at your own risk.

Indemnity

You agree to indemnify and hold harmless, the City of Mandurah 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