

TERMS AND CONDITIONS

These are our Terms and Conditions for use of WiFi services that we make available from time to time (Services).

These Terms and Conditions apply whenever you access or use the Services. By accessing or using the Services you will be deemed to accept these Terms and Conditions. If you do not wish to accept these Terms and Conditions, you must not use the Service.

Some of our Services may be subject to additional terms and conditions we specify from time to time. Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms and Conditions by reference.

THE SERVICE

The Service comprises a wireless access points used to provide a wireless connection within Australian premises provided by Campifi Networks (The Company). The wireless connection is used to create the connection to the internet.

Restricted access to the Internet applies and the following website categories are **not** available to the best of the companies ability:

- Gambling
- Adult content
- Drug-abuse
- Malware
- Adult/Mature Content
- Abortion
- Gambling
- Gaming
- Greeting Cards
- Illegal Drugs
- Nudity
- Pornography
- Social Networking
- Storage
- Violence/Hate/Racism
- Video Streaming
- Weapons

When you are located within the Wireless Local Access Network area (WLAN) location, you may connect to the Service using your computer equipment including mobile devices. The ability to use the Service is dependent on the suitability of your computer equipment. Campifi Networks provide a free and paid wireless internet access Service to you in accordance with these Terms and Conditions.

Users of the Service (you) acknowledge that you have read, understood and agree to be bound by these Terms and Conditions (as they exist at that time) by:

(a) connecting to the WiFi on the Service's initial landing page; or

(b) otherwise accessing or using the Service.

We may use subcontractors and third party service providers to assist us in providing and updating the Services.

TERMS COVERING YOUR USE OF THIS SERVICE

These Terms and Conditions are important and you should ensure that you read them carefully.

By using the Service you acknowledge and agree that you have read and understood the Terms and Conditions and you agree to be bound by them. If you do not agree to the Terms and Conditions, please do not use the Service.

We reserve the right, at our discretion, to modify, add, remove or update any of the Terms and Conditions. These updates may occur:

- at any time
- without further notice to you
- or without giving you any explanation or justification for such change.

You have a responsibility to read these Terms and Conditions prior to accessing the Service.

Your continued use of the Service following the updating of the Terms and Conditions shall mean you accept those changes.

LICENCE GRANTED TO YOU

We grant you a revocable, non-exclusive, non-transferable licence to use the Service in accordance with the Terms and Conditions (Licence).

This Licence may be terminated at any time for our convenience if you are in breach of any of the Terms and Conditions.

NO GUARANTEES AS TO SECURITY

We do not warrant that any information, software or other material accessible through the use of the Service is free from:

- viruses
- worms
- trojan horses
- other types of malicious code including spyware, ransomware and/or harmful components.

While we take all due care in ensuring the privacy and integrity of the information you provide (such as your email address and name), the possibility exists that this information could be unlawfully observed by a third party. You agree we disclaim all liability to you, to the greatest extent possible pursuant to law, should this occur.

We assume 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 Service.

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

You acknowledge that we do not have any obligation to furnish you with maintenance and support services with respect to the Service or your use of them (except as required under non-excludable applicable laws).

We recommend that you do not use the Service, at any time, to:

- undertake personal banking
- disclose any personal information
- disclose account details,
- disclose passwords
- disclose credit card details
- disclose bank account details.

YOUR OBLIGATIONS AND RIGHTS

You are responsible at your own expense for having suitable computing equipment (such as laptop or personal computer) with wireless capability, associated software and configurations for use with the Service.

You must **not**, under any circumstance, use the Service to:

- make high volume data transfers
- make sustained high volume data transfers
- host a web server or any other server
- access someone else's account
- send unsolicited bulk e-mail
- collect other people's personal data without their knowledge
- interfere with other network users
- carry out any defamatory purpose
- carry out any illegal purpose
- disturb or cause offence to others
- access content which is or is likely to be abusive, obscene, offensive or indecent, defamatory of any person, in breach of the intellectual property rights or moral rights of any entity, in breach of any obligations of privacy or confidence, harassing, insulting or vilifying of any person, reasonably likely to result in harm to any person if used or relied upon, in breach of any laws, or false, misleading or deceptive
- access content with respect to adult or sexually explicit material, criminal activity, games, hacking, intolerance and hate, personals and dating, advertisements and pop-ups, alcohol and tobacco, chat, gambling, illegal drugs, intimate apparel and swimwear, peer to peer, phishing and fraud, proxies and translators
- any other uses that we notify to you as not being acceptable.

We reserve the right to suspend the Service if we reasonably believe that:

- your use of the Service is unreasonably excessive
- you are using the Service for criminal or illegal activities; or
- you are otherwise in breach of these Terms and Conditions.

You do not have the right to resell the Service to a third party.

You must comply with any applicable third party terms of use associated with the use of the Service.

INTELLECTUAL PROPERTY

All intellectual property rights relating to the Service are owned by Campifi Networks or its licensors. You acquire no rights or licenses in or to the Service other than the limited right to use the Service in accordance with these Terms and Conditions. All rights not expressly granted under these Terms and Conditions are reserved by us. You must not infringe our intellectual property rights and must otherwise abide by all applicable copyright laws and by all additional copyright notices or restrictions contained in or associated with the Service.

You must not do anything with the Service that is not expressly authorised by these Terms and Conditions. Without limitation, except as permitted by non-excludable laws, you must not copy, distribute, modify, adapt, reverse engineer, decompile or disassemble the Service, or merge the Service with any other software or material.

No use of any of our trademarks may be made without our prior, written authorisation, except to identify our products or services.

If you provide to us any ideas, proposals or suggestions (Suggestions) regarding the Services, you grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable license, to use, commercialise, reproduce and distribute the Suggestions whether in respect of the Services or otherwise.

PRIVACY

You acknowledge and agree that your personal information will be handled in accordance with our Privacy Policy which may be accessed on our website here: [Privacy policy](#). You may also ask us to send you a copy of the Privacy Policy.

We may monitor and analyse your interactions with the Service for the purposes of monitoring and improving the performance and features of the Service.

LIABILITY

The Terms and Conditions do not exclude or limit any rights you may have under applicable laws that cannot be excluded, including our liability (if any) to you for personal injury or death resulting from our negligence, for fraud or for any matter in respect of which it would be illegal for us to exclude or to attempt to exclude our liability.

To the extent permitted by law, if we are not permitted by applicable law to exclude liability but we are permitted to limit our liability, our liability is limited, at our option, to the replacement, repair or resupply of the relevant goods, or the resupply or a refund of the cost of the relevant services.

The Service is provided "as is". To the fullest extent permitted by law, we exclude all representations, warranties, guarantees or terms (whether express or implied) other than those expressly set out in these Terms and Conditions.

We do not give or assume any warranty, condition, undertaking, guarantee or term (whether statutory, express or implied) as to condition, satisfactory quality, performance, durability, fitness for purpose, availability, currency, suitability, function or otherwise of the Service.

To the fullest extent permitted by law, we exclude all liability for any indirect or consequential loss or damage you suffer, whether arising under contract, tort (including negligence), equity, statute or any other cause of action, or otherwise, as a result of using or accessing the Service, or any content, information, products or services available on or from the Service.

To the fullest extent permitted by law, our total aggregate liability in respect to any loss, or damage caused by the use of this Service is limited to AU\$1.00.

Without limitation, we do not warrant or guarantee that:

- the Service will be compatible with any hardware and software which you may use
- functions of the Service (or which you access through the Service) will be uninterrupted or error free
- defects will be corrected

- the Service can be accessed at all times and/or at all Home Affairs locations

We may revoke the Service at any time without any prior notice to you.

You understand and agree that prior to your use of the Service, it is your responsibility to make sure that your computer system or access device has been completely backed up. We are not responsible for loss of computer program data or information.

We will not be liable to you if you cannot use and/or access the Service for any of the following reasons:

- a power outage
- a location is undergoing maintenance
- our network is undergoing maintenance
- the Service has been suspended because of any reason (including within our reasonable control)
- the Service has been interrupted because of any reason (including within our reasonable control)

You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of the provision of the Service.

INDEMNITY

While using the Service you shall at all times:

- indemnify us and keep us indemnified
- hold us harmless from and against any loss (including reasonable legal costs and expenses), damage, claims, liabilities, costs and proceedings that we may incur or suffer arising out of or in connection with your use of the Service or out of or in connection with a breach of the Terms and Conditions by you.

GENERAL

You must not assign, sublicense or otherwise deal in any way with any of your rights under these Terms and Conditions.

These Terms and Conditions are governed by and to be interpreted in accordance with the laws in force in the relevant States and Territories of the Commonwealth of Australia in which the Services are provided to you and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts having jurisdiction there.

If a provision of these Terms and Conditions is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

If we do not act in relation to a particular breach by you of these Terms and Conditions, this will not be treated as a waiver by us of any right.

These Terms and Conditions will terminate if, for any reason, we cease providing the Services. Termination will not end those provisions that are capable of surviving termination.