

Terms of Use

Welcome to our wireless Internet service

By using the Service, you are agreeing to these Terms & Conditions of Use ("Terms"). Please read them carefully.

Acceptance of the Terms

By clicking on "I AGREE" on the service sign-up page, you represent that:

1. You have read, understand and agree to the Terms
2. You are at least 18 years of age

If you do not agree to the Terms, you may not use the Service. Your electronic acceptance of the Terms by clicking on the "I AGREE" on the sign-up page has the same effect as if you had actually signed the Terms. The effective date of these Terms is the date that you click on "I AGREE".

Description of the Service

The Library's Service provides you with access to the Internet via Wi-Fi access points. To access the Service, you must have a device that is compatible with the Wi-Fi equipment deployed at the Wi-Fi hotspot.

The Service is intended for the purpose of allowing access to the public Internet for e-mail, web browsing, download files via the 'ftp' protocol typically implemented in such web browser programs and for purposes otherwise consistent with the Terms. The Service is not intended for high-bandwidth applications.

Security

The unsecured nature and ease of connection to public Wi-Fi hotspots increases the risk that unauthorized persons can access your phone, laptop or other device or your communications over the Wi-Fi network. Wi-Fi customers should take precautions to lower the security risks. The Company encourages you to observe standard security practices. You should ensure that computer hard drives are not shared; that laptops have firewall protection; and that security software is installed, functional and updated on your device. The Company recommends that you avoid transmitting or accessing sensitive personal information over the Wi-Fi network, and that you only connect to known Wi-Fi hotspots.

Use of the Service

Wi-Fi access is at own risk and the Library is not responsible for any impact to or interruption of business resulting from the use of the Service.

You agree not to use or attempt to use the Service for any fraudulent, unlawful, harassing, or abusive purpose or so as to damage or cause risk to the Library, its business, reputation, employees, other users, equipment or any third person.

In case of improper uses, the Library may suspend or stop providing the Services to you if you do not comply with our Terms.

Monitoring of the Service

The Library has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if the Library, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or governmental or legal requests; operate the Service properly; or protect itself and its customers. Likewise, the Library may cooperate with

legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Modifications to the Service

The Library reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that the Library will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

Privacy protection

The Privacy Policy explains how the Library treats your personal data and protect your privacy when you use the Service. By using the Service, you agree that the Library can use such data in accordance with its Privacy Policy.

Disclaimer of warranties and limitation of liability

The Library does not control any materials, information, products, or services on the internet. The internet contains unedited materials, some of which are sexually explicit or may be offensive to you. The Library has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the service and the internet and are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability of all merchandise provided through the service or the internet.

This Service is provided on an "as is" and "as available" basis. The Library does not warrant that the Service will be error-free, or free of viruses or other harmful components. The Library makes no express warranties. You waive all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through the Library or the internet. You expressly acknowledge that there are risks, and assumes all responsibility related to, the security, privacy and confidentiality risks inherent in wireless communications and technology. The Library does not make any assurances or warranties relating to such risks. No advice or information given by the Library or its representatives shall create a warranty. The Library and its employees are not liable for any costs or damages arising, either directly or indirectly, from your use of the service or the internet, specifically including any indirect, incidental, exemplary, multiple, special, punitive or consequential damages.

Indemnity

You agree to defend, indemnify, and hold the Library harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of your use of the Service or of any your violation of these Terms. You further agree to pay the Library reasonable attorney's fees, experts' fees and other costs in any action or claim under these Terms.

About these Terms

The Library may, at its sole discretion, modify the Terms. Such modifications shall be binding and effective upon the date of posting. You agree to review the Terms prior to each use of the Service to maintain awareness of any modifications. By continuing to use the Service after such postings, you agree to accept and agree to any and all such modifications.

These Terms are governed by West Australia law without regard to conflict of law provisions. The courts located in West Australia alone have jurisdiction over all disputes arising out of or related to these Terms and the Service.