

GARDEN CITY SHOPPING CENTRE FREE WIFI USAGE TERMS AND CONDITIONS

Access to and use of the Garden City Shopping Centre Free WiFi ("the WiFi") is provided by Us subject to these Terms and Conditions of Use ("Terms"). By accessing and using the WiFi, You agree to accept these Terms without limitation. We reserve the right to revise these Terms at any time. Your continued use of the WiFi constitutes Your binding acceptance of such revisions, amendments and modifications. If You do not agree to these Terms, You must not access or use the WiFi.

SPEED AND RELIABILITY

1. By agreeing to these Terms, You accept that We will use reasonable efforts to provide a reliable, stable and secure WiFi service, but do not guarantee that access to the WiFi will be continuous, fault-free, secure or accessible at all times.
2. The WiFi is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous, fault-free network connectivity or uninterrupted data flow. Without limiting any other provision of these Terms, We will not be liable if the WiFi access becomes unstable, unsecured, slow or unavailable for any reason whatsoever.
3. We will use reasonable efforts to monitor and attend to any faults, malfunctions or other problems associated with access to the WiFi, but will not be liable if such faults, malfunctions or problems occur, and will not be obliged to rectify any such faults, malfunctions or problems associated with access to the WiFi within any specified timeframe.

LOGGING ONTO/OFF THE WIFI

1. To use the WiFi, You simply need to access this network with your wireless-enabled device and agree to these Terms. You are not required to purchase any item or pay a fee to access the WiFi. Each User is allowed a free browsing session of up to 12 hours that will automatically be terminated by the system.
2. To log out, You simply need to close the internet browser. You will also automatically be logged off the WiFi if:
 1. We terminate Your access in accordance with these Terms; or
 2. the WiFi connection You are accessing is lost, disconnected, or becomes out of range.

SECURITY

1. The internet is an inherently insecure medium of communication. We cannot guarantee that Your data will not become lost, damaged, or intercepted in transit using the WiFi. We do not take responsibility if You lose an email or a download or any other kind of transmission, or if someone gains access to Your passwords, or for any other like circumstances.
2. The security of Your equipment and data is not Our responsibility. You are responsible for safeguarding against the risks of hacking, viruses, eavesdropping, and all other such hazards. We are not liable for any kind of loss or damage whatsoever, and take no responsibility for any User data which traverses the WiFi network.

USER OBLIGATIONS AND LIMITATIONS

1. The WiFi is intended to be used in a "community-minded" manner. Users of the WiFi agree to keep their activities legal and in good taste. Users are forbidden from using the WiFi for the transfer of offensive materials or materials comprising the intellectual property rights of third parties.
2. You must not:
 1. circumvent (or attempt to circumvent) any technical limitations We implement relating to the WiFi;
 2. use the WiFi to transmit viruses, worms or any other thing that may damage any equipment, service or software or to spy on third parties;
 3. use the WiFi to infringe the intellectual property rights of third parties; or
 4. use the WiFi to access Prohibited Content.
3. In order to provide a "fair" service for everyone, We reserve the right, in our absolute and sole discretion, to:
 1. terminate or bar access to the WiFi to anyone who is deemed to be in breach of the Terms, or is behaving in an unsociable manner, or for any other reason;
 2. block access to any network protocols that We deem are inappropriate or may contravene these Terms ("Prohibited Content"); or
 3. apply any such traffic-shaping deemed necessary to provide the WiFi access in a fair and stable manner to all its customers.

LIMITATION OF LIABILITY

1. The Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) provides non-excludable statutory guarantees, conditions or warranties for the supply of certain goods and services ("Statutory Terms"). Nothing in these Terms is taken to exclude, restrict or modify any of these Statutory Terms. However, to the extent permitted by law, We limit Our liability for any breach of a Statutory Term to the cost of resupplying the WiFi service.
2. Without limiting the above, We make no warranties or representations as to the accessibility, security, stability or reliability of the WiFi. We disclaim any liability or responsibility for any faults or failures, or any interruptions in the accuracy, timeliness, completeness, security or reliability of any communications (including transactions) made using the WiFi.
3. We are not liable for any direct, incidental, consequential, indirect or punitive damages arising from Your access to or use of the WiFi.

Indemnification.

Find us on social media or
visit gardencity.com.au



MANAGED BY
AMPCAPITAL

