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The following terms and conditions are specific to wireless access. These terms and conditions may be revised at any time.

#### **Information on the Internet**

**Shop 48 - The Harmony Centre** does not guarantee the quality of information on the Internet. It is your responsibility as a user of the service, to determine the validity, quality and relevance of the information obtained.

#### **Logging in and out of the Shop 48 - The Harmony Centre Wi-Fi**

In order to use the **Shop 48 - The Harmony Centre Wi-Fi**, you need a wireless enabled device with an ability to use a browser that has its own power source. You must agree to accept these terms and conditions of use by clicking the "I accept the terms of use" checkbox and clicking the "Login" button.

You will be automatically logged out of the **Shop 48 - The Harmony Centre Wi-Fi** if:

1. Your access is terminated by reason of a breach of these terms and conditions.
2. The wireless connection you are accessing is lost, disconnected or becomes out of range.
3. The usage time span of the policy expires
4. Unacceptable use

Unacceptable use of the Internet includes, but is not limited to:

Destruction of or damage to equipment, software, or data belonging to **Shop 48 - The Harmony Centre**, including

1. Intentional unauthorised copying of copyright-protected resources or infringement of licence agreements and other contracts.
2. It is the responsibility of users of these resources to determine whether the material is in copyright or find the copyright owner to obtain their permission. Further information and advice is provided by the Australian Copyright Council.
3. Violation or attempted violation of the network's system security.
4. Violation of the privacy of individuals or entities that are creators, authors, users or subjects of the information resources.
5. Unauthorised monitoring of electronic communications.
6. Inappropriate use of email services, such as spamming, transmitting junk mail or chain letters.

Accessing, downloading or printing pornographic or other offensive material, detailed in the Classification (Publications, Films and Computer Games) Act 1995 (Cth), which may include, but is not limited to, websites or content that:

1. Contains pornography
2. Promotes racism, bigotry, hatred or physical harm to any group or individual
3. Displays gratuitous violence
4. Uses frequent, highlighted offensive language
5. Could cause **Shop 48 - The Harmony Centre** to breach any law governing its conduct or to incur a liability to any third party
6. Could interfere with the integrity or performance of the Internet service, the network or equipment
7. Depicts, alludes to, or promotes offensive or illegal behaviour
8. Harasses or promotes harassment to another person
9. Contains viruses, Trojans, worms, time bombs, bots, or other computer programming routines that may damage, interfere or intercept access

**Shop 48 - The Harmony Centre** uses filtering software to block known offensive websites, as well as gambling and gaming sites, but responsibility for adherence to this code resides with the individual.

#### **Support for user equipment**

1. **Shop 48 - The Harmony Centre** does not provide support to configure your equipment for wireless access.

2. **Shop 48 - The Harmony Centre** cannot be responsible for any changes you make to your computer's settings to access the **Shop 48 - The Harmony Centre** wireless network. The **Shop 48 - The Harmony Centre** recommends that you make a note of any settings before you change them.

#### **Security**

1. **Shop 48 - The Harmony Centre** cannot guarantee the security of the wireless network at all times. The access and use of the wireless Internet service is at your own risk. The responsibility to ensure that usernames, passwords and security-based information are kept private, by using anti-virus software or firewalls, is on the owner or user of the equipment used to connect to the wireless network.
2. Information sent to and from a device connected to the **Shop 48 - The Harmony Centre** wireless network may be captured by someone else with a wireless device.
3. **Shop 48 - The Harmony Centre** does not accept responsibility for any loss of data resulting from delays, non-deliveries, service interruptions, technical difficulties or transmission of viruses.

#### **Privacy**

1. **Shop 48 - The Harmony Centre** respects your right to privacy and will not capture any personal information while you are accessing the wireless Internet service unless consent is granted.
2. However, once you access the wireless network and opens an Internet browser application to the website, **Shop 48 - The Harmony Centre** will capture and process information about the web browser type and/or operating system information used by the enabled device in order to determine the most effective and/or customised means of displaying the requested website on your device.
3. **Shop 48 - The Harmony Centre** will collect and store the IP and MAC address of the enabled device that has accessed the wireless network, once the terms and conditions have been agreed to.
4. **Shop 48 - The Harmony Centre** is not responsible for the use that any third party may make of personal information obtained through the use of the wireless network.

#### **Release and indemnity**

By using **Shop 48 - The Harmony Centre 's Wi-Fi**, you release and discharge **Shop 48 - The Harmony Centre** from any liability which might arise from the use of the wireless Internet service including liability in relation to defamatory or offensive material or any breach of the copyright which may occur as a result of use.

You agree to indemnify and must defend and hold harmless **Shop 48 - The Harmony Centre**, its employees and agents, from and against all loss, damage, liability, charge, expense (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 and conditions.

#### **Infringements of Conditions**

Users who infringe these conditions of use may be asked to leave the premises. Users who refuse to comply with staff directives may be denied further access to **Shop 48 - The Harmony Centre** facilities.

Illegal acts involving the use of **Shop 48 - The Harmony Centre** ICT resources may also be subject to prosecution by local, state or federal authorities.

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