

## Terms and Conditions of Use - Easyweb Public Hotspot

If you continue to browse the internet through the use of this hotspot you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Easyweb Digital's relationship with you in relation to this internet access portal.

### Standard Terms and Conditions of Use

All users must read, agree with and accept all of the terms and conditions contained in this notice before using the easyweb wifi service ('the Service').

We may revise these terms and conditions from time-to-time without notice. Therefore, you should carefully review these terms and conditions each time you use the Service.

1. Access to the Service is complimentary (or packaged with other services) for your convenience and enhanced experience during your visit with us.

2. We do not provide any warranties that the Service is delay free, uninterrupted, secure, fault-free, continuous or free from malicious software such as computer viruses.

3. You acknowledge that:

(i) the Service provides unencrypted wireless access to the Internet;

(ii) you are solely responsible for the security of your system and any transmissions you make or receive; and

(iii) you understand the risks of unencrypted access to the Internet and will take any necessary security precautions, including but not limited to, encrypting confidential transmissions, backing up any data and protecting your system with a firewall and robust user authentication.

4. You must not use the Service in any manner which:

a) introduces any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

b) breaks any law or infringes another person's rights;

c) exposes us or our suppliers to liability;

d) in any way which damages, interferes with or interrupts the Service, or any telecommunications network, equipment, or facilities required to supply the Service;

e) in any way damages any property or injures or kills any person;

f) transmits, publishes or communicates material which is defamatory, offensive, abusive, indecent, menacing or unwanted;

g) involves any attempt to access any data or system which you are not authorised to access; or

h) transmits 'junk mail', 'chain letters', or unsolicited mass mailing, instant messaging, 'spimming', or 'spamming'.

5. You acknowledge we may be required by law to intercept communications over the Service and may also monitor your usage of the Service and communications sent over it.

6. You agree that we are not required to make any Internet services available, and may revoke or limit your access to this Service at any time for any reason or no reason with or without notice including if you are in breach of these terms and conditions or we reasonably believe that there is a risk of loss or damage to us or a third party if we do not revoke or limit your access.

7. Access to the Service is provided without any warranties, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose, except where prohibited by law, we shall not be liable for any direct, indirect, special, consequential, punitive or incidental damages including without limitation, lost profits or revenues, costs of replacement goods or loss or damage to data arising out of or related to your access (or non-access) to the Service.

8. You agree to indemnify us for any loss or damage we may suffer as a result of any breach of these terms by you or your negligent act in connection with the use of the Service.

9. These terms are governed by the law of the State of Victoria, Australia and you agree to submit to the non-exclusive jurisdiction of the courts of that State.

10. In these terms:

- 'you' or 'your' includes but is not limited to an authorised user of the Guest Networking Service.

- 'we', 'our' or 'us' means Easyweb Digital Pty Ltd and its agents in connection with the supply of the Service.

- 'the Service' means the wireless internet network operated by us for our customers.

Easyweb Digital provides measures to protect your information and has measures in place to protect your personal and financial information. We also recommend that you have up-to-date anti-virus installed onto your internet connected devices plus the use of a firewall.