

## **M Bistro & Bar | Mobys Conference & Function Centre WiFi access**

### TERMS AND CONDITIONS

Welcome to Masticate Pty Ltd (ABN 27114832334) **free WiFi** access. This free WiFi is provided to you free of charge by Masticate Pty Ltd within M Bistro and Bar and Mobys Conference & Function Centre, provided you are a customer of these establishments.

For the purpose of these Terms & Conditions, any reference to 'you' or 'your' includes but is not limited to the owner and authorised user of the computer or mobile device used to access the free WiFi. You are responsible for providing your own computer or mobile device (wireless enabled device) that is capable of accessing free WiFi with its own power source. We do not provide power, information technology advice or assistance to any user of the free WiFi. A detailed Free WiFi FAQ is available at [www.masticate.com.au](http://www.masticate.com.au). You must not use the free WiFi under any circumstances if you do not have express permission of the lawful owner of the wireless enabled device.

Access to and use of the free WiFi is subject to the Terms & Conditions set out below. By accessing and using the free WiFi, you agree to accept these Terms & Conditions without limitation. Masticate Pty Ltd may at any time revise these Terms & Conditions. Since you are bound by these Terms & Conditions each time you access and use the free WiFi, you should carefully review these Terms & Conditions each time you do so. If you do not agree to these Terms & Conditions, you must not access or use the free WiFi.

### **Speed and Reliability of the Free WiFi**

The free WiFi provides you with free broadband internet access which can achieve maximum download speeds of up to 512Kb/s and maximum upload speeds of 128Kb/s. The speed and throughput of the free WiFi will however vary depending on a number of factors, including but not limited to: The capabilities of your wireless enabled device; the physical location of the wireless access points in the building; free WiFi user traffic during time of access, general internet congestion, wireless signal interference and the location of your wireless enabled device within the building whilst accessing the free WiFi. Our free WiFi has a limited range and to gain optimal access, it is recommended that your computer or mobile device access the Hotspot within the confines of the Restaurant and conference centre.

We will use reasonable endeavours to provide you with a reliable, stable and secure access to the free WiFi but does not promise that the access to the free WiFi will be continuous, fault-free, secure or accessible at all times. We advise that this free WiFi access is not suitable for supporting any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow. Without limiting any other provision of these Terms & Conditions, Masticate Pty Ltd will

not be liable if the free WiFi access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

Masticate Pty Ltd will use reasonable endeavours to monitor and attend to any wifi faults, malfunctions or other problems associated with the free WiFi access but will not be liable if such faults, malfunctions or problems occur with the free WiFi and shall not be obligated to rectify any such faults, malfunctions or problems associated with the wifi within any specified timeframe.

### **Logging In/Out of free WiFi**

To be eligible to use this free WiFi, you simply need to access this free WiFi with your wireless enabled device and agree to accept these Terms & Conditions. You are not required to purchase any item or pay any fee to access the free WiFi, but you must be a customer of either M Bistro & bar or Mobys Conference & Function Centre.

Our free WiFi can only support a limited number of users accessing the free WiFi at any one time. Presently, the free WiFi is equipped to accommodate a maximum of 14 users at any one time. Masticate Pty Ltd does not promise that you will be able to access and/or use the free WiFi immediately or each time you visit our restaurant and conference centre.

To log out (quit) using the free WiFi, you simply need to click the 'DISCONNECT' button displayed on the Wireless Network Properties Page and/or close your Internet Browser.

You will automatically be logged-out of the free WiFi, if:

- your access to the free WiFi is terminated by us in accordance with these Terms & Conditions;
- the wireless connection of the free WiFi you are accessing is lost, disconnected or becomes out of range;
- no activity is detected from your wireless enabled device for a continuous period of 10 minutes whilst logged on to the free WiFi;
- if you leave the free WiFi;
- if you exceed the download limit of 50MB permissible for each Internet session whilst using this free WiFi.

If you are in the process of downloading a file and you are automatically logged-out of the free WiFi, your partially downloaded file will not be saved and/or be recoverable. We recommend that you save your work regularly whilst using the free WiFi and/or take the necessary precautions to prevent such occurrences.

If you are automatically logged-out of the free WiFi, you will need to log-in again to gain access to the free WiFi. Masticate Pty Ltd cannot guarantee that you will be able to immediately log back in to

the free WiFi in the event that you are automatically logged out.

For further information and a detailed FAQ about our Free WiFi, please visit the website [www.masticate.com.au/freewifi](http://www.masticate.com.au/freewifi)

### **User Obligations and Limitations**

The free WiFi is intended to be used in a fair and 'community-minded' manner. To this end, Masticate Pty Ltd may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the free WiFi. Without limiting its rights, Masticate Pty Ltd may block or limit access to websites and/or content that Masticate Pty Ltd considers may bring negative exposure or harm to Masticate Pty Ltd reputation and/or brand. This includes but is not limited to websites and/or content that:

- could cause Masticate Pty Ltd to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;
- could interfere with the integrity and/or performance of the free WiFi or other networks or equipment;
- depicts, alludes to or promotes offensive or illegal behaviour;
- is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
- promotes conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file sharing applications such as Limewire, eDonkey, Napster or any other Bit-Torrent or peer to peer applications);
- involves the transmission of 'junk mail', 'chain letters', or unsolicited mass mailing, instant messaging or 'spamming';
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

Furthermore, Masticate Pty Ltd may immediately terminate and block your access to the free WiFi if you access or use the free WiFi in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the free WiFi by any means or behave in a vexatious, illegal, inappropriate, or unsociable manner.

Access to and use of websites and/or content is also subject to such websites and/or content passing through the firewalls, anti-virus and other managed security systems prior to the Internet pages being delivered to your wireless enabled device, and which are determined and set in Masticate Pty Ltd sole discretion.

### **Security**

The internet is an inherently insecure communication medium. Whilst Masticate Pty Ltd will use reasonable endeavours to provide secure access through free WiFi, it cannot guarantee the security of the free WiFi at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the free WiFi and you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

Without limiting any other provisions of these Terms & Conditions, Masticate Pty Ltd shall not, in any way, be liable to you for any kind of loss or damage incurred as a result of your use of the free WiFi, including but not limited to any viruses you may become subject to during your use of the free WiFi.

Masticate Pty Ltd strongly recommends you install a personal firewall on your wireless enabled device to block unwanted traffic or downloads to your device.

### **Privacy**

Masticate Pty Ltd is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. Masticate Pty Ltd will only collect, use and store your personal information for the purposes of delivering the free WiFi in accordance with applicable legislation and these Terms & Conditions. Without limiting the above, Masticate Pty Ltd advises that it will not capture or attempt to capture any personal information whilst you access and/or use the free WiFi without your consent.

Once you access the free WiFi and open your Internet Browser application to view a website, Masticate Pty Ltd will however capture and process information regarding your web browser type and/or operating system information as used by your wireless enabled device, in order to determine the most effective and/or customised way to display the requested webpage on your device.

Masticate Pty Ltd will also collect and store the IP and MAC address of the wireless enabled device that has accessed the free WiFi. By accessing the free WiFi, you are agreeing to the Terms & Conditions of access.

Masticate Pty Ltd is not in any way responsible for how any third party (including but not limited to any website that you access and/or use through the free WiFi) collects and/or uses your personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit on a case by case basis and determining whether you accept such terms of use and/or privacy policies.

### **Limitation of Liability**

Your access to and use of this free WiFi is at your own risk. Masticate Pty Ltd acknowledges however that certain statutory warranties may be implied under Division 2 Part V Trade Practices Act 1974 which cannot be excluded if goods or services are of a kind ordinarily acquired for personal, domestic or household use.

Without limiting the above, Masticate Pty Ltd makes no warranties or representations as to the accessibility, security, stability or reliability of this free WiFi and Masticate Pty Ltd specifically disclaims any liability or responsibility for any free WiFi faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the free WiFi.

Neither Masticate Pty Ltd nor any other party involved in delivering the free WiFi is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the free WiFi for any reason whatsoever, even if Masticate Pty Ltd has been notified or advised of the possibility of such damages.

Masticate Pty Ltd assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable in respect of your use of any third party proprietary software.

Masticate Pty Ltd assumes 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 free WiFi.

Masticate Pty Ltd is not responsible for the content of any website accessed or used via the free WiFi. Your access to and use of any website or network connection whilst using the free WiFi is entirely at your own risk.

### **Indemnity**

You agree to indemnify and must defend and hold harmless, Masticate Pty Ltd and its personnel, from and against all loss, damage, liability, charge, expense or cost (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 & Conditions.