

## **Terms & Conditions of Use – Library Services Wi-Fi Network Moreton Bay Regional Council**

The Moreton Bay Regional Council Libraries provides the free public access Wi-Fi network ('Libraries Wi-Fi') for the benefit of all customers who wish to use their own mobile devices during their visit. PLEASE NOTE: Access to the Libraries Wi-Fi is subject to the following terms and conditions.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCEPT THESE TERMS AND CONDITIONS OR ACCESS THE LIBRARIES WI-FI.

For the purposes of these terms and conditions, the phrases 'you' or 'your' means the owner and / or user of the Wi-Fi enabled device used to access the Libraries Wi-Fi. Council may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the Libraries Wi-Fi.

- You acknowledge the Libraries Wi-Fi is an unencrypted wireless access to the internet
- You must not use the Libraries Wi-Fi for any of the following purposes:
  - Accessing or communicating illegal content;
  - Accessing or communicating offensive content (e.g. adult-content websites, content infringing copyright, content promoting hatred or harassment);
  - Accessing or communicating content which may reflect poorly on the reputation of Council;
  - Accessing or communicating content which is likely to contain a computer virus;
  - Communicating junk mail, chain letters or spam;
  - Breaking any law or infringing another person's rights;
  - Introducing viruses or other computer malware;
  - Transmission, publication or communication of material which is defamatory, offensive, abusive, indecent, menacing or unwanted.
- You agree to comply with all reasonable requests from Council staff regarding the use of Libraries Wi-Fi or internet services. Council staff may direct you to cease accessing Wi-Fi or internet services immediately should you access sites which cause offence to others or you cause disruption to the general business of the library.
- Council disclaims and excludes to the full extent permitted by law all warranties and representations relating to the Libraries Wi-Fi and specifically does not guarantee that access to the Libraries Wi-Fi will be continuous, fault-free or accessible at any time.
- You acknowledge that your use of the Libraries Wi-Fi is solely at your own risk and that Council does not guarantee the security of the Libraries Wi-Fi, especially if you use the Libraries Wi-Fi for online transactions. You are solely responsible for ensuring that your usernames, passwords, personal information and other security-based information remains secure at all times.
- Council will not provide information technology advice to any user of the Libraries Wi-Fi.
- Council will collect, store and may use the IP and MAC address of any wireless enabled device that accesses the Libraries Wi-Fi.
- Parents/guardians must assume responsibility for their children's use of the internet through the Libraries Wi-Fi. All persons under the age of 18 years should obtain the consent of a parent or other responsible adult prior to using the Libraries Wi-Fi.
- You agree to indemnify and hold harmless Council 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 in any way from or connected in any way to your use of the Libraries Wi-Fi or your breach of these terms and conditions.
- These terms and conditions will be governed by the laws in force in the State of Queensland and you submit to the jurisdiction of the Courts of Queensland. If any of these terms and conditions is found to be void or unenforceable, it must be read down to the extent necessary to make it valid or enforceable. Council's liability to you in relation any matter arising from the Libraries Wi-Fi will be limited to the re-supplying the Libraries Wi-Fi service to you again. No rule of construction must apply against Council because it drafted these terms and conditions.
- These terms and conditions will apply each time that you access the Libraries Wi-Fi (regardless of whether or not you click to 'agree' to these terms and conditions each time that you access the Libraries W-Fi) and will survive indefinitely.
- You acknowledge Council may be required by law to intercept communications over the Libraries Wi-Fi and may also monitor your usage of the Libraries Wi-Fi and communications sent over it.
- You agree Council is not required to make any internet service available and may revoke or limit your access to the Libraries Wi-Fi at any time for any reason or for no reason with or without notice including if you are in breach of these terms and conditions or if Council reasonably believes there is a risk of loss or damage to Council or a third party if your access is not limited or revoked.
- You agree not to use the Libraries Wi-Fi in any way which:
  - exposes Council or its suppliers to liability;
  - damages, interferes with or interrupts the Libraries Wi-Fi or any telecommunications network, equipment or facilities required to supply the Libraries Wi-Fi;
  - Damages any property or injures or kills any person.
- You agree that access to the Libraries Wi-Fi is limited to 1GB per day download limits and that speed of the Libraries Wi-Fi will vary based upon numbers of users, usage and various external factors, as such Council do not guarantee the speed of your connection.

WARNING: BY ACCESSING THE LIBRARIES WI-FI NETWORK YOU AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS ARE LEGALLY BINDING AND WILL BE ENFORCED BY COUNCIL.

### **Privacy statement**

Moreton Bay Regional Council is collecting your personal information for the purpose of providing access to the Libraries Wi-Fi network. The collection of this information is authorised under the Local Government Act 2009. Your information will not be given to any other person or agency unless you have given us permission or we are required by law.