

Terms & Conditions of Use – Library Public Computer Services Moreton Bay Regional Council

Current From 1/05/2019

Via its libraries, Moreton Bay Regional Council provides access to computers, printers, the internet, kiosks or web kiosks (Library Public Computer Services) for the benefit of all customers who wish to use these facilities and services as part of their visit or their library membership. PLEASE NOTE: Access to the Library Public Computer Services 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 LIBRARY PUBLIC COMPUTER SERVICES.

Definitions

1. For the purposes of these terms and conditions:
'Council' means the Moreton Bay Regional Council;
'Library Card' means the card or guest pass via which Your Library Credit can be spent;
'Library Credit' means credit stored on Your Library Account;
'Library Account' means the account controlled by Council which You may use to access and pay for Library Public Computer Services;
'You' or 'Your' means a user of the Library Public Computer Services or the owner of the device, library card or account or guest pass used to access the Library Public Computer Services;

User Acknowledgements

2. You agree that Council may, at its sole discretion, limit or block access to certain websites, content, or information that You may seek to access whilst using the Library Public Computer Services;
3. You acknowledge the Library Public Computer Services is an unencrypted access to the internet;
4. You agree that You will not use the Library Public Computer Services for any of the following purposes:
 - (a) accessing or communicating illegal content;
 - (b) accessing or communicating offensive content (e.g. adult-content websites, content infringing copyright, content promoting hatred or harassment);
 - (c) accessing or communicating content which may reflect poorly on the reputation of Council;
 - (d) accessing or communicating content which is known by You to, or likely to contain a computer virus;
 - (e) communicating junk mail, chain letters or spam;
 - (f) breaking any law or infringing another person's rights;
 - (g) introducing viruses or other computer malware;
 - (h) transmitting, publishing or communicating material which is deemed by Council staff to be defamatory, offensive, abusive, indecent, menacing or unwanted.
 - (i) breaching or evading the systems or processes used to supply You with the Library Public Computer Services to gain advantage outside Your entitlements to the Library Public Computer Services; or
 - (j) falsifying information or knowingly providing false credentials or information to Council staff, contractors or volunteers.
5. You agree to comply with all reasonable requests from Council staff regarding the use of Library Public Computer Services. Council staff may direct You to cease accessing Library Public Computer Services or internet services immediately should You access sites which cause offence to others or You cause disruption to the general business of the library.
6. You acknowledge that Council will not provide information technology advice to You relating to Your use of the Library Public Computer Services.
7. You agree that if You are a parent or guardian then You are responsible for anyone in Your care's use of Library Public Computer Services, including internet use.
8. You agree that if You are under the age of 18 years old then You must obtain the consent of a parent or guardian prior to using the Library Public Computer Services.
9. You acknowledge Council may be required by law to intercept communications or transactions over the Library Public Computer Services and may also monitor Your usage of the Library Public Computer Services and communications or transactions sent over it.
10. You acknowledge that Council is not required to make any internet service, computer, kiosk, web kiosk or printer available and may at its sole discretion and for any reason revoke or limit Your access to the Library Public Computer Services with or without notice.
11. Council may at its sole discretion revoke or limit Your access to the Library Public Computer Services 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.
12. You agree not to use the Library Public Computer Services in any way which:
 - (a) exposes Council or its suppliers to liability;
 - (b) damages, interferes with or interrupts the Library Public Computer Services or any telecommunications network, equipment or facilities required to supply the Library Public Computer Services; or
 - (c) damages any property or injures or kills any person.

13. You agree that Council may limit access to the Libraries Public Computer Services to a 1GB per day download limit (or such other limit as Council decides at its discretion) and that the speed of the libraries' Wi-Fi or public access computer internet will vary based upon numbers of users, usage and various external factors.
14. Council does not guarantee the speed or quality of Your connection to the Libraries Public Computer Services.
15. You acknowledge that Council will collect, store and may use your Library Card number, Library Card password, name, phone number, email address, or other details from your library membership or a temporary guest pass or account to supply the Library Public Computer Services to you. Council will also use these details to guide maintenance or updates for the Library Public Computer Services.

Library Accounts

16. You will be liable for all fees and charges incurred by the use of Your Library Card by any person until Your Library Card is cancelled or expires. Fees and Charges relating to Libraries Public Computer Services are available in Council libraries.
17. Council may block, cancel or retain Your Library Card if Council reasonably believes that:
 - a. Your Library Card is lost, stolen or faulty; or
 - b. You have breached these terms and conditions.
18. If Your Library Card is issued to You on a temporary basis (e.g. for a 24-hour period because You are a visitor to a Council library) You acknowledge that any balance on Your Library Card is returned to Council and will not be refunded to You at the expiry of that period;
19. If Your Library Card is issued to You on an ongoing basis (e.g. because you are a library member) You acknowledge that any balance on Your Library Card may expire and be returned to Council if Your Library Credit remains unused for a period of time being no less than 2 years or such other period as Council may decide from time to time;
20. You are not entitled to a refund of any Library Credit except at the absolute discretion of Council;
21. If an incorrect amount has been applied to Your Library Card, Council reserves the right to recall any overpayment without Your permission;
22. You must keep any usernames, passwords, personal identification numbers, card security codes and answers to security questions confidential.

Liability and Risk

23. Council disclaims and excludes to the full extent permitted by law all warranties and representations relating to the Library Public Computer Services and specifically does not guarantee that access to the Library Public Computer Services will be continuous, fault-free or accessible at any time.
24. You acknowledge that Your use of the Library Public Computer Services is solely at Your own risk and that Council does not guarantee the security of the Library Public Computer Services, especially if You use the Library Public Computer Services 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.
25. 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 Library Public Computer Services or Your breach of these terms and conditions.
26. You agree that Council's maximum liability to You in relation any matter arising from the Library Public Computer Services will be limited to the re-supplying the Library Public Computer Services to You again.

General

27. You agree that 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 and the appellate Courts therefrom.
28. You agree that 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.
29. You agree that no rule of construction will apply against Council because it drafted these terms and conditions and that headings in these terms and conditions are for convenience only and do not affect the interpretation of a condition.
30. You agree that these terms and conditions will apply each time that You access the Library Public Computer Services (regardless of whether or not You click to 'agree' to these terms and conditions each time that You access the Library Public Computer Services) and will survive indefinitely.

WARNING: BY ACCESSING THE LIBRARIES WI-FI NETWORK AND THE LIBRARIES PUBLIC COMPUTER SERVICES 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 you access to the Library Public Computer Services.