



# Guest Wi-Fi Policy

## Wireless Networking Acceptable Use

This WARI Wi-Fi Terms and Conditions apply to WARI Members, Guests, Staff and Stakeholders using the WARI Wi-Fi services provided by WARI through Aussie Broadband. WARI offers this Wi-Fi wireless Internet service (the “Service”) according to this Wi-Fi Wireless Networking Acceptable Use Policy (the “Policy”) as a free, non-public service to our members and guests for the duration of their stay.

All users of the Service must opt-in to the terms of this Policy before proceeding to use the Service via the following options:

### Online

By selecting the ‘I have read and agree to the Terms and Conditions’ checkbox at the time of placing and confirming a WARI holiday home accommodation booking via the WARI Online Accommodation Booking System.

### Verbally

By placing and confirming a WARI holiday home accommodation booking with WARI Staff via the phone or in person at the WARI Office.

### In Writing

By written acceptance of a WARI holiday home accommodation booking Terms and Conditions via the post.

### Other

Bypassing any of the above opt-in methods and utilisation of the Service is deemed as an automatic opt-in to the terms of this Policy.

## Terms of Service

By connecting to the Wi-Fi, the user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the user, the users only right shall be to terminate his or her use of the Service.

By accepting this agreement and accessing the wireless network, you acknowledge that you are of legal age, you have read and understood, and agree to be bound by this agreement.

(\*) The wireless network Service is provided by WARI completely at its discretion. Your access to the network may be blocked, suspended, or terminated at any time for any reason.

(\*) You agree not to use the wireless network for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use.

(\*) The wireless network is provided "as is" without warranties of any kind, either expressed or implied.



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### Limitations of Wireless Network Access Service

WARI do not guarantee the availability of the Service or specific rates of speed. WARI also have no control over information obtained through the Internet and cannot be held responsible for its content or accuracy.

**Use of the Service is subject to the user's own risk.**

WARI reserve the right to remove, block, filter, or restrict by any other means any material that, in our sole discretion, may be illegal, may subject us to liability, or may violate this Policy. WARI may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this Policy may result in the suspension or termination of access to the Service or other resources, or other actions as detailed below.

WARI are not liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Service. The user is responsible for any actions taken from his or her device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Service.

**The user hereby releases WARI from liability for any loss, damage, security infringement, or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.**

### Lawful Use

The Service may only be used for lawful purposes and in a manner which WARI believes to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity.

The Service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libellous or defamatory. Illegal acts may subject users to prosecution by local, state, federal, or international authorities. WARI may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.



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### Responsibilities of Service Users

Users are responsible for ensuring they are running up-to-date anti-virus software on their wireless devices. Users must be aware that, as they connect their devices to the Internet through the Service, they expose their devices to: worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third-parties.

Users must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited.

The running of programs, services, systems, processes, or servers by a single user or group of users that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters and mail bombs are prohibited.

Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also prohibited.

Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited.

Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a user or machine in an electronic communication is prohibited.

Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited.

Users understand that wireless Internet access is inherently not secure, and users should adopt appropriate security measures when using the Service. WARI highly discourage users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Service. Users are responsible for the security of their own devices.



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### Your Privacy

WARI may collect the following information when you access the Service:

- information regarding your device's address; and
- the addresses of the websites you visit while you are connected to the Service, for the purposes of ensuring that use of the Service complies with this Policy.

This information may be collected, managed, and stored by authorised agents acting on behalf of WARI.

WARI'S Privacy Policy contains information about how you and other individuals can access personal information that is held by the WARI and seek correction of such information.

WARI's Privacy Policy contains information about how you and other individuals can complain about a breach of the Australian Privacy Principles and how WARI will deal with your complaint.

### The user specifically agrees to the following conditions

- The user will use the Service only as permitted by applicable local, state, federal, and International laws.
- The user will refrain from any actions that WARI considers to be negligent or malicious.
- The user will not send email containing viruses or other malicious or damaging software.
- The user will run appropriate anti-virus software to remove such damaging software from his or her computer.
- The user will not access web sites which contain material that is grossly offensive to WARI, including clear expressions of bigotry, racism, or hatred.
- The user will not access web sites which contain material that defames, abuses, or threatens others.



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### Changes to Service

WARI reserve the right to change the Service offered, the features of the Service offered, the terms of this Policy, or its system without notice to the user.

By utilising an opt-in method or by connecting and accessing the Service, you acknowledge that you understand and agree to this Policy.

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