

Vicinity Centres Free WiFi - Terms and Conditions of use

Access to and use of Vicinity Centres Free WiFi (“the WiFi System”) is provided by or on behalf of Vicinity Centres PM Pty Ltd ABN 96 101 504 045 (“Vicinity”) and is subject to these Terms and Conditions of use as amended by Vicinity from time to time (“Terms”). By accessing and using the WiFi System, you agree to accept these Terms without limitation. If you do not agree to these Terms, you must not access or use the WiFi System.

Speed and Reliability

1. By agreeing to these Terms, you accept that Vicinity will use reasonable efforts to provide a reliable, stable and secure WiFi service, but does not guarantee, warrant or represent that access to the WiFi System will be:
 - a. uninterrupted or error free;
 - b. provided in accordance with any particular standard or service level;
 - c. fit for a particular purpose;
 - d. secure or secure from unauthorised third party access; or
 - e. accessible, stable or reliable.
2. The WiFi System is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous, fault-free network connectivity or uninterrupted data flow.
3. Vicinity will use reasonable efforts to monitor and attend to any faults, malfunctions or other problems associated with access to the WiFi System, but will not be liable if such faults, malfunctions or problems occur. Further, it will not be obliged to rectify any such faults, malfunctions or problems associated with access to the WiFi System within any specified timeframe.

Logging onto/off the WiFi System

4. To use the WiFi System, you simply need to access this network with your wireless-enabled device and agree to these Terms. You are not required to purchase any item or pay a fee to access the WiFi System. Each user is allowed a free browsing session of up to 8 hours. Following this period, the WiFi System will be automatically terminated.
5. To log out, you simply need to close the internet browser. You will also be logged off the WiFi System automatically if:
 - a. Vicinity terminate your access in accordance with these Terms; or
 - b. the WiFi connection you are accessing is lost, disconnected or becomes out of range.

Security

6. The internet is an inherently insecure medium of communication. Vicinity cannot guarantee that your data will not become lost, damaged, or intercepted in transit using the WiFi System. Vicinity does not take responsibility for any loss of information uploaded, downloaded or otherwise communicated via the WiFi System or any unauthorised access to your usernames, passwords, data or any other security-based information.

7. For the avoidance of doubt, the security of your equipment and data is not Vicinity's responsibility. You are responsible for safeguarding against the risks of hacking, viruses, eavesdropping and all other such hazards. Vicinity will not be liable for any kind of loss or damage whatsoever, and takes no responsibility for any user data which traverses the WiFi System.

User Obligations and Limitations

8. The WiFi System is intended to be used in a "community-minded" manner. Users of the WiFi System agree to keep their activities legal and in good taste.
9. In using or accessing the WiFi System, you must not:
 - a. cause Vicinity 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;
 - b. circumvent (or attempt to circumvent) any technical limitations Vicinity implements relating to the WiFi System;
 - c. use the WiFi System to transmit viruses, Trojan horses, worms, time bombs or any other thing that may, without limitation, damage, delete, modify, interfere with or access, any equipment, service or software, data or personal information of third parties;
 - d. use the WiFi System to infringe the intellectual property rights of third parties; or
 - e. use the WiFi System to access or transfer Prohibited Content.
10. In order to provide a "fair" service for everyone, Vicinity reserves the right, in its absolute and sole discretion, to:
 - a. block access to any network protocols that Vicinity deem are inappropriate or may contravene these Terms;
 - b. apply any such traffic-shaping deemed necessary to provide access to the WiFi System in a fair and stable manner to all customers; or
 - c. suspend, terminate or bar access to, at any time, the WiFi System or your access to the WiFi System, without notice and for any reason including a breach of the Terms.

Limitation of Liability

11. The Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) provides non-excludable statutory guarantees, conditions or warranties for the supply of certain goods and services of a kind ordinarily acquired for personal, domestic or household use ("**Statutory Terms**"). Nothing in these Terms is taken to exclude, restrict or modify any of these Statutory Terms. However, to the extent permitted by law, Vicinity limits its liability for any breach of a Statutory Term to the cost of resupplying the WiFi System.
12. Further, Vicinity disclaims any liability or responsibility for any faults or failures, or any interruptions in the availability, instability, accuracy, timeliness, completeness, security or reliability of any communications (including transactions) made using the WiFi System.
13. Notwithstanding anything contained in these Terms, to the extent permitted by law, Vicinity, Optus Networks Pty Limited ABN 92 008 570 330, Singapore Telecommunications Limited ARBN 096 701 567 and any related bodies corporate or related entities of any of the foregoing entities or any employees, officers, directors, agents, consultants and sub-contractors of any of the foregoing described entities, disclaim all liability arising out of or in connection with your use of the WiFi System.

Indemnification

14. You indemnify Vicinity and our employees, officers, agents and contractors (collectively “the Indemnified Party”) from and against any loss, damage, liability, charge, expense or cost (including all legal, defence and settlement costs on a full indemnity basis) suffered or incurred by an Indemnified Party which arises out of or in connection with a breach of these Terms.

Privacy

15. Vicinity respects your privacy and will at all times comply with the *Privacy Act 1988* (Cth) and other applicable laws, rules and regulations which that protect information relating to you. Any Personal Information you supply to Vicinity through your use of the WiFi System will be collected, held and used in the manner set out in our Privacy Policy (available on our website at <http://www.vicinity.com.au/privacy-policy>), applicable law and these Terms. Vicinity’s Privacy Policy is our commitment to protecting your Personal Information. We comply with the Australian Privacy Principles so you can continue to feel confident and secure when you do business with Vicinity.

What kind of Personal Information does Vicinity collect?

16. When you log onto the WiFi System, and during your access to the WiFi System, you provide Vicinity with certain pieces of Personal Information, which may include:
 - a. your name;
 - b. your email address;
 - c. other pieces of Personal Information publicly available on your Facebook profile (which may include your Facebook ID, date of birth, name, gender, age, location etc.); or
 - d. the MAC address of your computer or device (which includes device location and movement data).

How does Vicinity collect and hold your Personal Information?

17. Vicinity collects your Personal Information directly from you when you log on to use the WiFi System and provide us with your name and email address or Facebook log on credentials.
18. The Personal Information you provide to us is captured and stored in a database which is hosted on a virtual server in Vicinity’s and other third party data centres. Access to your Personal Information will be via secure web log-on which is available only to selected members of Vicinity staff or any third party service provider involved in the WiFi System. Vicinity takes reasonable steps to protect your Personal Information from misuse, loss, unauthorised access, modification and improper disclosure. These include instructing staff of Vicinity or such third party service providers who handle Personal Information to respect the confidentiality of Personal Information and the privacy of individuals.

Why does Vicinity collect your Personal Information?

19. Vicinity collects your Personal Information to generate reports which can be used by our marketing and operations teams for promotional, marketing (including tailoring online advertising to you as an individual), publicity, research, operational and profiling purposes.

20. By accessing the WiFi System, you consent to Vicinity using your supplied Personal Information, MAC address and location statistics for promotional, marketing (including tailoring online advertising to you as an individual), publicity, research, operational and profiling purposes in accordance with the Privacy Policy which can be viewed at <http://www.vicinity.com.au/privacy-policy>.
21. You can choose not to receive direct marketing communications from Vicinity at any time by contacting Vicinity:
 - a. by telephone on +61 3 9236 6300, Monday to Friday between 9am to 5pm Melbourne time;
 - b. by email at privacy@vicinity.com.au; or
 - c. in writing to the Privacy Officer, Vicinity Centres, Level 2, Chadstone Shopping Centre, 1341 Dandenong Road, Chadstone VIC 3148.

I accept these Terms

Definitions

In this agreement,

“**Personal Information**” has the meaning given to it in the *Privacy Act 1988* (Cth).

“**Prohibited Content**” includes, but is not limited to, any website or content that Vicinity deems, in its absolute and sole discretion:

- a. could cause it to be in breach of any law, code or instrument which governs Vicinity’s conduct or to incur a liability to any third person or entity;
- b. could harm Vicinity’s reputation or brand;
- c. could interfere with the integrity and/or performance of the WiFi System or Vicinity’s other networks or equipment;
- d. is offensive by reason of:
 - i. promoting racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - ii. promoting harassment of another person;
 - iii. exploitation of persons in a violent or sexual manner;
 - iv. containing nudity, violence or which may link to adult websites; or
 - v. being abusive, threatening, obscene, defamatory or libellous; or
- e. is or promotes an illegal or unauthorised copy of another person’s copyrighted work (including but not limited to file-sharing applications such as Limewire, Napster, Bit-Torrent or other peer-to-peer applications).

“**You/your/user**” refers to any person using a computer mobile device to access the WiFi System.