

## Terms and Conditions of Use of the Watertower Hotspot Wi-Fi

### Useability:

- This *Hotspot* provides free FTTB broadband internet access and will be available during the **Pool usage hours: Mon-Sat 6am – 11pm; Sun 8am-11pm**.
- *The Watertower* does not guarantee that the *Hotspot* will be continuous, fault-free, secure or accessible during these times.
- *The Watertower* does not provide power, information technology advice or assistance to any *User* of the *Hotspot*.
- *The Watertower* advises that this *Hotspot* access is not suitable for supporting any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow.
- At its discretion, *The Watertower* may discontinue this free *Hotspot* service.

### Reliability:

- *The Watertower* will not be liable if the *Hotspot* access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.
- *The Watertower's Hotspot* can only support a limited number of *Hotspot users* at any one time (currently 15).
- *The Watertower* does not promise that access and/or use of the *Hotspot* will be immediately available or each time access to the *Hotspot* is attempted.
- A *User* will be automatically logged-out of the *Hotspot*, if:
  - access to the *Hotspot* is terminated by *The Watertower* in accordance with these Terms & Conditions;
  - the wireless connection of the *Hotspot* is lost, disconnected or becomes out of range;
  - on leaving the *Hotspot* zone.

### Resident/ *User* Obligations:

- The *Hotspot* is intended to be used in a fair and "community-minded" manner. To this end, *The Watertower* may, in its absolute and sole discretion, limit or block certain websites and/or content that *users* may seek to access whilst using the *Hotspot*. This includes websites and/or content that *The Watertower* considers as not "family friendly" or may bring negative exposure or harm to *The Watertower's* reputation.
- Children under the age of 16 may only use the *Hotspot* with parental/guardian permission using a wireless enabled device provided by or approved by the parent/guardian.
- Residents (*Users*) in receipt of these Terms and Conditions are responsible for ensuring their guests agree to these Terms and Conditions when providing them with *Hotspot User* access details.
- *The Watertower* may without notice terminate and block access to the *Hotspot* if access or use of the *Hotspot* is in contravention of these Terms & Conditions.

## **Security:**

- *The Watertower* does not guarantee the security of the *Hotspot* at all times. *Users* are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the *Hotspot* and are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

## **Privacy:**

- *The Watertower* will only collect, use and store a *User's* personal information for the purposes of delivering the *Hotspot* in accordance with applicable legislation and these Terms & Conditions.
- However, on accessing the *Hotspot*, *The Watertower* will capture and process information regarding the *User's* web browser type and/or operating system information of the wireless enabled device and collect and store the IP and MAC address of the wireless enabled device.
- Without limiting the above, *The Watertower* advises that it will not capture or attempt to capture any personal information whilst a *User* accesses and/or uses the *Hotspot*, without consent.
- *The Watertower* is not in any way responsible for how any third party (including but not limited to any website that a *User* accesses and/or uses through the *Hotspot*) collects and/or uses a *User's* personal information.

## **Limitation of Liability**

- Access to and use of any website or network connection whilst using the *Hotspot* is entirely at the *User's* own risk.
- *The Watertower* assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable in respect of a *User* invoking or using any third party proprietary software.
- *The Watertower* assumes no responsibility, and shall not be liable for, any damage to, or viruses that may infect a *User's* computer or mobile device or other property on account of *User* access to or use of the *Hotspot*.
- *The Watertower* is not responsible for the content of any website accessed or used via the *Hotspot*.
- Neither *The Watertower* nor any other party involved in delivering the *Hotspot* is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of *User* access to, or use of, or inability to use or access, the *Hotspot* for any reason whatsoever, even if *The Watertower* has been notified or advised of the possibility of such damages.

## **Indemnity**

- The *User* agrees to indemnify and must defend and hold harmless, *The Watertower*, its Executive Committee and other 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 the *User's* breach of these Terms & Conditions.