

Wi-Fi Service Terms & Conditions

1 Introduction

- (a) Welcome to the Gladstone Ports site free wireless internet network service (the **Wi-Fi Service**), provided to you by Gladstone Ports Corporation Limited (ABN 96 263 788 242) (**GPC**).
- (b) The Wi-Fi Service is a free, public service which may be made available from time to time for limited, personal use in buildings and parkland owned by GPC (each a **GPC Wi-Fi Location**).

2 Your acceptance of the Terms

- (a) Access to and use of this Wi-Fi Service is subject to these terms and conditions (**Terms**). Please read these Terms carefully before using the Wi-Fi Service.
- (b) For the purpose of these Terms, any reference to “you” or “your” includes (but is not limited to) the owner and user of the computer, mobile or other device used to access the Wi-Fi Service.
- (c) You will be deemed to have accepted these Terms each time you access and use the Wi-Fi Service. If you do not accept any of these Terms, you must immediately stop using the Wi-Fi Service.
- (d) GPC reserves the right to amend these Terms from time to time. You should carefully review these Terms each time you access and use the Wi-Fi Service.

3 Connecting to the Wi-Fi Service

- (a) You are responsible for providing your own computer or mobile device that is capable (with its own power source) of accessing the Wi-Fi Service. GPC does not provide support or assistance with equipment configuration to enable access to the Wi-Fi Service.
- (b) You must not use the Wi-Fi Service on a wireless enabled device unless you have the express permission of the lawful owner of the wireless enabled device.
- (c) The speed and reliability of the Wi-Fi Service varies in each GPC Wi-Fi Location depending on many factors, including the capability, functionality and location of your wireless enabled device, and the amount of traffic and general congestion of the Internet.
- (d) GPC does not guarantee that the Wi-Fi Service will be continuous, secure, stable or fault free. GPC is not obliged to rectify any malfunctions, faults, issues or problems with the Wi-Fi Service.
- (e) GPC does not guarantee that you will be able to access the Wi-Fi Service immediately or each time you visit a GPC Wi-Fi Location. The Wi-Fi Service may not be available at all

times and GPC may, in its sole discretion from time to time, change the GPC Wi-Fi Location at which the Wi-Fi Service is available.

4 Your access to and use of the Wi-Fi Service

- (a) GPC grants you a non-exclusive, non-transferable right to access and use the Wi-Fi Service for your own personal use in accordance with these Terms. You must not lease, lend, on-sell, sub-license, redirect or otherwise provide the Wi-Fi Service to a third party, use the Wi-Fi Service for the benefit of a third party or use the Wi-Fi Service for a commercial purpose, without GPC's prior written consent.
- (b) You must not access or use the Wi-Fi Service for any inappropriate purpose, including:
 - (1) to transmit, access or download defamatory, offensive, obscene or pornographic material;
 - (2) to reveal or publish proprietary, classified or confidential information;
 - (3) in connection with the breach or attempted breach of any law;
 - (4) in connection with any infringement of a third party's intellectual property rights;
 - (5) to attempt to penetrate the computer or network security of any company or any other information technology, data or telecommunications system, equipment or network;
 - (6) to introduce any computer virus, Trojan horse, worm or other code which is intended to or would have the effect of intercepting, accessing, copying, disrupting, impairing, denying or otherwise adversely affecting security, performance, integrity, reliability, access to or use of any information technology, data or telecommunications system, equipment or network; or
 - (7) to obtain any unauthorised access (or attempted access) to any other person's computer, email account or equipment.
- (c) GPC may immediately terminate this agreement, and terminate, block or limit your access to the Wi-Fi Service at any time (at any or all GPC Wi-Fi Locations) if you use or access the Wi-Fi Service in contravention of these Terms, attempt to bypass or manipulate the limitations of the Wi-Fi Service, or behave in an inappropriate manner.

5 Security

- (a) The Internet is an inherently insecure communication platform. GPC does not guarantee the security of the Wi-Fi Service at any given time.
- (b) You are solely responsible for any information or data uploaded, downloaded or otherwise communicated through or using the Wi-Fi Service.
- (c) You are responsible for protecting the security and privacy of all your usernames, passwords and other security based information when using the Wi-Fi Service.
- (d) GPC does not warrant that any information, data, software or other material accessible through or by using the Wi-Fi Service is free of computer viruses, Trojan horses, worms, or other computer programs, code or other harmful components.

6 Privacy

- (a) GPC will only collect, use, hold and disclose your personal information for the purposes of delivering the Wi-Fi Service in accordance with applicable legislation, these Terms and GPC's Information Privacy Procedure (which can be accessed at <https://www.gpcl.com.au/privacy-policy>).
- (b) Once you access the Wi-Fi Service, GPC will capture and process information, including information about the web browser type, the wireless enabled device type used to access and use the Wi-Fi Service (and other operating system information used by the device), in order to determine the most effective and customised means of providing the Wi-Fi Service to that device.
- (c) In addition, GPC will collect and store the IP and MAC address of a wireless enabled device connected to the Wi-Fi Service. This will enable your device to automatically connect to the Wi-Fi Service when it is available at each GPC Wi-Fi Location.
- (d) If the information referred to above is not collected, GPC may not be able to provide you with access to the Wi-Fi Service. In using the Wi-Fi Service, you consent to GPC collecting, holding and disclosing the above information in the manner and for the purposes described.
- (e) GPC is not liable for the privacy practices of owners or operators of websites you visit while using the Wi-Fi Service. You are solely responsible for checking the terms of use and privacy policy of each website you visit and determining whether you accept the relevant terms of use.

7 Liability

- (a) Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law), and consumer guarantees relating to goods or services under the Australian Consumer Law which may not be excluded, restricted or modified by agreement. Your Consumer Rights include the right for services to be fit for their specified purpose and to be provided with care and skill. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.
- (b) To the extent to which GPC is entitled to do so, and at its option, GPC limits its liability to the re-supply of the services or the payment of the cost of having the services supplied again.
- (c) Subject to Your Consumer Rights, your access to and use of the Wi-Fi Service is at your sole risk. GPC makes no warranties or representations as to the accessibility, security, stability or reliability of the Wi-Fi Service. GPC specifically disclaims all liability for any service interruption, fault or failure of the Wi-Fi Service, or the accuracy, reliability or completeness of any communications (including, without limitation, any transactions) made using the Wi-Fi Service.
- (d) Subject to Your Consumer Rights, neither GPC nor any other party involved in delivering the Wi-Fi Service is liable for any direct, incidental, consequential, indirect damages or loss arising out of your access to, or use of, or inability to use or access, the Wi-Fi Service for any reason whatsoever, even if GPC has been notified or advised of the possibility of such damages or loss.

8 General

- (a) If any provision of these Terms is deemed invalid, unlawful, void or unenforceable under the law of any jurisdiction, that provision is enforceable in another jurisdiction to the extent that it is not invalid, unlawful, void or unenforceable whether or not it is a severable term.
- (b) These Terms are governed by the laws of Queensland, Australia. You agree to the exclusive jurisdiction of the courts of Queensland, Australia and of courts entitled to hear appeals from those courts, to resolve any dispute arising or under or in connection with these Terms.
- (c) If GPC fails to enforce any of its rights under these Terms, that does not mean GPC waives those rights.
- (d) Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law of any jurisdiction which may not be excluded, restricted or modified by agreement.