

PUBLIC SERVICE OFFICERS' SKI CLUB CO-OPERATIVE LTD

WI-FI SERVICE

TERMS AND CONDITIONS OF USE

1 Introduction

1.1 Public Services' Ski Club Co-operative Limited (ABN 951 939 057 57) ("Yalara") provides access to Yalara Free Wi-Fi Service subject to these terms and conditions.

1.2 By accessing the Yalara Free Wi-Fi Service, You warrant that You have read, understand and agree to be bound by these terms and conditions.

1.3 If You do not agree to the terms and conditions, You may not access the Yalara Free Wi-Fi Service.

1.4 A copy of these terms and conditions can be obtained by visiting:
<http://www.yalaraalpineski.com.au>.

2 Access

2.1 Yalara provides the Yalara Free Wi-Fi Service without any warranty or representations, express or implied, including, but not limited to, any warranty or representation in relating to the availability, continuity, operation, use or security of the Yalara Free Wi-Fi Service.

2.2 Yalara reserves the right, at its absolute discretion, to limit, restrict or suspend access to or the availability of, the Yalara Free Wi-Fi Service at any time for any reason (including for any maintenance).

2.3 You acknowledges and agrees that:

(a) access to the Yalara Free Wi-Fi Service is at Your own risk;

(b) the Yalara Free Wi-Fi Service is not:

(i) supplied for the purpose of; and

(ii) suitable for supporting, continuous, uninterrupted, error free network connectivity or large amounts of downloading;

(c) the Yalara Free Wi-Fi Service provides unencrypted wireless access to the internet and You are responsible for the security of Your devices and any transmissions made or received during Your access; and

(d) You are responsible for taking any necessary security precautions to protect Your device against the risks of hacking, viruses, eavesdropping, and all other such hazards.

3 Conditions of Access

3.1 Your use of the Yalara Free Wi-Fi Service must not:

(a) introduce any viruses, worms, Trojan horses, cancelbots, time bombs, malicious software or any other computer programming routines that may damage, detrimentally interfere with, surreptitiously or remotely intercept or expropriate any system, data or personal information;

(b) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising);

(c) be defamatory, libelous, unlawfully, threatening or harassing;

(d) be obscene or contain child pornography and other explicit material;

(e) infringe any third party's copyright, patent, trademark, trade secret or other intellectual property rights; or

(f) involve any attempt to access any data or system which You are not authorized to access.

3.2. The parents or guardians of minors using the Yalara Wi-Fi, accept full responsibility for the actions of their children or wards in relation to these terms and conditions.

4 Content

Yalara reserves the right, at its absolute discretion, to:

- (a) bar access to the Yalara Free Wi-Fi Service to anyone who is deemed to be in breach of these terms and conditions, or is behaving in an inappropriate manner, or for any other reason;
- (b) block access to any network protocols that are deemed inappropriate by Yalara or may contravene these terms and conditions of use, including but are not limited to those used by file sharing applications or any Bit-Torrent type of client or Peer to Peer applications; and
- (c) block access to any sites it considers (in its complete discretion) inappropriate, including sites which contain or promote gambling, pornography, sexually explicit material, drug use, violence, terrorism, racial vilification, harassment or discrimination of any kind or spam or anything in breach of any law or regulation.

5 Investigation by Authorities

Yalara reserves the right to act in any appropriate manner, where there are reasonable grounds for suspecting that illegal or unacceptable usage of the Yalara Free Wi-Fi Service, including, co-operating fully with Commonwealth and State Police and other bodies investigating unlawful behaviour on or via the Yalara Free Wi-Fi Service.

6 Limitation of Liability

To the maximum extent permitted by law:

- (a) Yalara is not liable for; and
- (b) You release Yalara from, any loss or damage, direct or indirect, (including any consequential loss or damage) of any kind arising out of or in connection with Your access and use of the Yalara Free Wi-Fi Service.

7 Alteration of Terms and Conditions

7.1 Yalara reserves the right to vary these terms and conditions from time to time. Any revised terms and conditions will be made available by visiting <http://www.yalaraalpineski.com.au>.

8 Decisions final

8.1 Yalara decision relating to the Yalara Free Wi-Fi Service is final and no discussions or correspondence with You or any other person will be entered into.

Password: yalara23

Board of Directors
Public Service Officers' Ski Club Co-operative Ltd