



Guest Wi-Fi Terms and Conditions

1. Agreement

- 1.1 Welcome to the Rivergate Marina and Shipyard (RMS) guest Wi-Fi service.
- 1.2 Access to this service is subject to the terms and conditions detailed below.
- 1.3 If you do not agree to these terms and conditions you must not access or use the guest Wi-Fi service.
- 1.4 RMS reserves the right to modify the terms and conditions at their discretion.
- 1.5 These terms and conditions do not alter in any way the terms and conditions of any other agreement you have with RMS.

2. Providing Access to Guest Wi-Fi Service

- 2.1 Obtain your passcode from the Marina Office (passcode will only be issued on receipt of payment for berthing).
- 2.2 Log on to RMS hotspot and enter passcode.
- 2.3 By signing the RMS Marina and Shipyard agreement and requesting a passcode you are agreeing to the terms and conditions set out herein during such time as you use the service.
- 2.4 Your passcode will be activated for the duration of your "paid" berth fee.

3. Reliability

- 3.1 RMS will take reasonable action to provide reliable, secure access to the guest Wi-Fi, but makes no guarantee that the Wi-Fi will be accessible and secure at all times.
- 3.2 RMS will not be liable if access to the Wi-Fi is unavailable or unsecure for any reason whatsoever and you must hold us harmless and release us from any liability.
- 3.3 RMS encourages you to save your work regularly while using the Wi-Fi to prevent loss of information in the event the Wi-Fi disconnects for any reason.
- 3.4 RMS will take reasonable steps to rectify any faults or problems associated with the Wi-Fi, but will not be liable in any way for such faults
- 3.5 RMS will not be liable to rectify any given fault within a particular timeframe.

4. User Obligations

- 4.1 RMS have parameters in place to block illegal websites and monitor the guest Wi-Fi.
- 4.2 RMS may block or limit access to certain websites while using the guest Wi-Fi if you:

- 4.2a Access offensive, pornographic or illegal information;
- 4.2b Promote racism, bigotry, hatred or physical harm of any kind against any persons;
- 4.2c Promote criminal activity or provide instructional information about criminal activities;
- 4.2d Use the service in an inappropriate manner or to create computer viruses.

4.3 RMS will not be liable for any loss or damage due to use of the guest Wi-Fi and you agree to hold us harmless from, and release us from, all claims of any nature in relation to the use of the service.

4.4 RMS monitors the performance of the Wi-Fi network including your individual use of that service. RMS may reduce the bandwidth of the service available to you, or terminate your access to the guest Wi-Fi (for such time as RMS elects), where, in its sole unfettered discretion, RMS is of the opinion your use is excessive or is unreasonably reducing the performance of the Wi-Fi service for use by others.

5. Personal Information

5.1 Only authorised persons may use RMS guest Wi-Fi.

5.2 Your personal information is collected and stored when you access RMS guest Wi-Fi including the following;

- 5.2a Your devices I.P address
- 5.2b Sites you visit while using RMS guest Wi-Fi

5.3 Your personal information remains private unless ordered by a court, warrant or Australian Law.

6. Content Disclaimer

6.1 RMS does not control, nor is it in any way liable for, data or content that you access or receive via the service.

6.2 The Internet contains unedited materials, some of which may be sexually explicit or offensive to you.

6.3 RMS use efforts to restrict such content RMS has no control over and accepts no responsibility for such materials.

6.4 RMS is not a publisher of third-party content that can be accessed through the service and is not responsible for any opinions, advice, statements, services or other information provided.

6.5 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the service.

6.6 You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the service.

6.7 RMS does not guarantee the accuracy, completeness or usefulness of information that is obtained through the service.