

Wi-Fi Terms of Use

1. General

- 1.1 The Precision Group (**we, us, our**) is a group of Australian private property investment companies and includes the companies listed at <http://www.precision.com.au/precision-list-of-companies>. We own and manage a range of commercial property and shopping centres in Australia and New Zealand.
- 1.2 We provide a free wireless internet access service (**Wi-Fi Service**) to the user of the device that connects to the Wi-Fi Service ('**you**' and '**your**') in accordance with these terms of use (**Terms of Use**) and our Privacy Policy available at <http://www.precision.com.au/privacy-policy> (**Privacy Policy**).
- 1.3 We provide the Wi-Fi Service through our third-party service provider Skyfii Group Pty Ltd (ACN 165 152 241) (**SkyFii**). In addition to these Terms of Use and our Privacy Policy, SkyFii's Privacy Policy and Terms & Conditions apply to your use of the Wi-Fi Service and these are available at <http://skyfii.com/privacy-policy/> and <http://skyfii.com/terms-and-conditions/>.
- 1.4 You acknowledge that you have read, understood and agree to be bound by these Terms of Use and our Privacy Policy by:
- (a) clicking 'Connect to Wi-Fi' on the Wi-Fi Service's initial landing page; or
 - (b) otherwise accessing or using the Wi-Fi Service.
- 1.5 If you are under 18 years of age, you must only access or use the Wi-Fi Service with a parent's or guardian's approval. If you, or your parent or guardian, do not agree to these Terms of Use and our Privacy Policy (including any updates to those documents from time to time) you may not access or use the Wi-Fi Service.

2. Acknowledgements and limitations on use

- 2.1 You acknowledge and agree that:
- (a) the Wi-Fi Service, in whole or in part:
 - (i) is provided as a complimentary service 'as-is' and 'as available' without any warranties, express or implied;
 - (ii) may not be operational or available at any time, or may not operate continuously without error or interruption, for any reason (including because of any planned maintenance or unavailability of any service);
 - (iii) is not supplied for the purpose of, and is not suitable for supporting, continuous, uninterrupted, error free network connectivity or large amounts of downloading, and that service interruptions and delays may periodically occur; and

- (iv) is unencrypted, and there are security, privacy, data loss and confidentiality risks inherent in accessing or using unencrypted wireless communications such as the Wi-Fi Service (**Wi-Fi Risks**);
- (b) at all times while using the Wi-Fi Service, you must comply with all applicable laws, statutes, ordinances and regulations relating to the use of the Wi-Fi Service and these Terms of Use, and you assume all responsibility relating to:
 - (i) any Wi-Fi Risks, including taking any precautions to address those Wi-Fi Risks (such as encrypting confidential transmissions, backing up any data and protecting your system or device with a firewall);
 - (ii) your activities relating to the Wi-Fi Service, including relating to any content, information and other materials you access or transmit via the Wi-Fi Service;
 - (iii) use of the Wi-Fi Service that occurs in connection with your system or device, including if you permit another person to use your system or device; and
 - (iv) the security of your system, device, data and any transmissions you make or receive (including password security and safeguarding against hackers, viruses or other malicious code);
- (c) we cannot guarantee that your data will not become lost, damaged, corrupted or intercepted in the course of you accessing or using the Wi-Fi Service;
- (d) we do not actively monitor access to, and use of, the Wi-Fi Service under normal circumstances, nor do we exercise editorial control or review the content of any website, electronic mail transmission, newsgroup or other material created or accessible over or through the Wi-Fi Service; and
- (e) we may:
 - (i) collect, use, store and handle personal information about you and any other information you provide or transmit in connection with the Wi-Fi Service in accordance with our Privacy Policy;
 - (ii) terminate or suspend your access to, or use of, the Wi-Fi Service for any reason without notice (including if you are inactive for a continuous period of 15 minutes);
 - (iii) remove, block, filter or restrict any access to any materials and/or websites over or through the Wi-Fi Service without notice; and
 - (iv) take any actions we consider appropriate against you if we reasonably believe that your use of the Wi-Fi Service amounts to an unlawful act and/or breaches these Terms of Use, including involving relevant investigative bodies or authorities.

2.2 You must not:

- (a) directly or indirectly modify, copy, reverse engineer, decompile, disassemble, unbundle, re-sell, on-supply or create derivative works based on, any software relating to the Wi-Fi Service or otherwise attempt to determine the source code or algorithms of any such software;
- (b) circumvent (or attempt to circumvent) any technological measures that control access to, or use of, the Wi-Fi Service;
- (c) use the Wi-Fi Service to access (or attempt to access) any data or system, service or communication which you are not authorized to access;
- (d) use the Wi-Fi Service to access or collect any information relating to any other person;
- (e) use the Wi-Fi Service for commercial purposes, or in a manner that:
 - (i) breaches any applicable law, statute, ordinance or regulation, or causes any other person to breach any law, statute, ordinance or regulation;
 - (ii) creates any liability (civil or criminal) for us or any of our third party service providers;
 - (iii) interferes with the performance of our networks or equipment, including the Wi-Fi Service;
 - (iv) in any way rebroadcasts or retransmits the Wi-Fi Service;
 - (v) causes inconvenience or annoyance to any other person;
 - (vi) infringes any intellectual property rights and related rights, anywhere in the world, registered or unregistered (including patents, copyright (including software), rights in circuit layouts, registered designs, trade marks, know-how, inventions and the right to have confidential information kept confidential, and any application or right to apply for registration of any of these rights) of any other person or entity; or
 - (vii) introduces any computer code that is intended to be, or is (regardless of intent), harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data (including viruses, worms, spyware, adware, keyloggers, and trojans and any new types of programmed threats that may be classified) (**Harmful Code**) into our networks or equipment, including the Wi-Fi Service; or
- (f) use the Wi-Fi Service to:
 - (i) engage in harassment, bullying, discrimination, hacking or the dissemination of Harmful Code;
 - (ii) send unsolicited mass messages, or otherwise transfer an unreasonably or disproportionately large volume of data;

- (iii) access or disseminate adult content or content which involves or encourages discrimination, racism, bigotry, hatred, physical harm, nudity or violence, or which is offensive, abusive, threatening, defamatory or libellous; or
- (iv) otherwise engage in improper, obscene, illegal or infringing activities, including but not limited to terrorism, child pornography and drug trafficking.

3. Exclusions and limitations on liability

3.1 With the exception of any right or guarantee you may have:

- (a) under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the corresponding provisions of the fair trading legislation in Australia; or
- (b) under the *Consumer Guarantees Act 1993* in New Zealand; or
- (c) in relation to the supply of services (such as terms implied into a contract),

that cannot lawfully be excluded (**Consumer Guarantees**) that might apply, we exclude any warranty or guarantee relating to the Wi-Fi Service.

3.2 Subject to clause 3.5, we:

- (a) will not be liable for a breach of these Terms of Use to the extent the breach is caused by an event or circumstance that was beyond our reasonable control; and
- (b) exclude any and all liability to you for any and all losses, damages, costs and expenses suffered or incurred by any person, howsoever caused, whether arising in contract or tort (including negligence) or under any statute or under any other cause of action (**Losses** or **Loss**) that you suffer or incur relating to:
 - (i) your use of, or access to, the Wi-Fi Service, or your breach of these Terms of Use;
 - (ii) your inability to access or use the Wi-Fi Service for any reason;
 - (iii) the security of any data (including personal information and sensitive information such as credit card details) you transmit, or attempt to transmit, through the Wi-Fi Service, including via emails, documents, downloads and uploads;
 - (iv) any loss, damage, corruption or interception of your data in the course of you accessing or using the Wi-Fi Service, including as a result of any interruption in the Wi-Fi Service or a security breach on or through the Wi-Fi Service;
 - (v) breach of these Terms of Use to the extent that those Losses are caused by an event or circumstances beyond our reasonable control; or
 - (vi) us taking any of the actions contemplated by clauses 2.1(e)(ii), 2.1(e)(iii) or 2.1(e)(iv).

- 3.3 Subject to clause 3.5, we exclude any and all liability to you for the following types of Loss (**Excluded Loss**):
- (a) Loss of profits, revenue, anticipated savings, good will, reputation, production or opportunity;
 - (b) Loss or corruption of your data or systems and the costs of rekeying or restoring that data;
 - (c) the cost of repair or replacement;
 - (d) any Loss suffered or incurred by you relating to a claim against you by a third party;
 - (e) any Loss that cannot fairly and reasonably be considered to have arisen from the event or circumstance or series of events or circumstances that gave rise to that Loss; and
 - (f) any other indirect, consequential, incidental or special Loss.
- 3.4 Subject to clause 3.5, if our liability cannot be excluded by law, we limit our liability to you for all Losses, in aggregate, to an amount equal to AUD\$1,000.
- 3.5 Clauses 3.2, 3.3 and 3.4 do not apply:
- (a) to our liability to you for Losses that you suffer or incur relating to our failure to comply with any Consumer Guarantee; or
 - (b) to the extent that they would cause us to contravene a law or cause the applicable clause to be void or unenforceable.

4. Indemnity

- 4.1 To the fullest extent permissible by law, you indemnify us against Losses suffered or incurred by us or any of our directors, officers, employees, agents and representatives relating to any claim, settlement, cost or liability (including all reasonable legal costs and other professional costs on a full indemnity basis) of any kind or nature relating to your access to, or use of, the Wi-Fi Service or your breach of these Terms of Use, including any Excluded Loss.

5. General

- 5.1 These Terms of Use are governed by the law in force in the state or territory in Australia or the city in New Zealand in which you first access the Wi-Fi Service and you irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that state, territory or city and the courts having appeal from them.
- 5.2 If a provision in these Terms of Use is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from these Terms of Use for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms of Use.

- 5.3 We reserve the right to change the terms of these Terms of Use from time to time for any reason. Continued use of the Wi-Fi Service by you constitutes your binding acceptance of such revisions, amendments, and modifications. This document was last updated on 15 May 2018.
- 5.4 In these Terms of Use the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.