

Hotspot End User Terms and Conditions (Terms)

This is a free Hotspot wireless internet service (the “**Service**”) provided by iiNet Ltd for use by the public. All users are required to log-in individually as separate users. iiNet may change these Terms at any time. You should therefore review the Terms each time you log in.

By accessing the Service you accept the terms and conditions below.

You acknowledge and agree that:

1. you are responsible for providing your own wireless enabled device capable of accessing the Service with its own power source. iiNet is not obliged to provide power, advice or assistance for the Service;
2. the Service may be withdrawn, changed or your access blocked at any time without notice. Sessions may be terminated without notice at the discretion of iiNet or the operator of the Hotspot location;
3. session time and download limits may be applied to your use of the Service. These limits may be determined by iiNet in its absolute discretion without notice to you;
4. the Service may **not** be used for commercial or business purposes. The Service may only be used for temporary internet access for leisure and entertainment. You may not sell or re-sell the Service;
5. the Service may not be uninterrupted or error free. This free service is not suitable for supporting any application which requires connectivity that is at a guaranteed speed, uninterrupted, fault-free or secure. iiNet has no obligation to resolve faults in the Service. You are responsible for the security, privacy and backing up of your information transmitted using the Service;
6. you are responsible for all consents, royalties and fees related to third party materials used via the Service;
7. you must be at least 18 years of age to use the Service, and the operator of the premises at which the hotspot is located is entitled to request you to provide photographic ID as proof of age at any time; and
8. your use of the Service must:
 - 8.1. not interfere with the normal operation of the Service or equipment used in providing the Service;
 - 8.2. be in accordance with all applicable laws and the Acceptable Use Policy; and
 - 8.3. not expose any minor to material that is unsuitable for minors.

iiNet’s liability

9. iiNet agrees to provide the Service to you subject only to these Terms and any non-excludable rights you have under the Australian Consumer Law, including in particular under any applicable Consumer Guarantees. Any liability that iiNet might otherwise have to you in connection with the Service is expressly excluded.
10. without limiting iiNet’s rights to do so, iiNet is not obliged to supervise, edit or control the content accessed through the Service. iiNet disclaims all liability for material You access via the Service that You or any other reasonable person would find offensive (e.g. pornography), upsetting, defamatory or unsuitable for minors. You agree to take reasonable steps to avoid such content while using the Service; and
11. you agree to indemnify iiNet from any losses, costs or liability iiNet may incur as a result of:
 - 11.1. your use of the Service, including any material that you access or make available using the Service;
 - 11.2. any breach of any aspect of these Terms, including but not limited to:
 - 11.2.1. breaches of the Acceptable Use Policy; and
 - 11.2.2. use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement.