

Please read these terms and conditions carefully; they govern your use of the Internet Service (“the Service”) provided by Common Ground Queensland (“CGQ”) for use by the tenants and guests of Brisbane Common Ground (“BCG”). A copy of these Terms and Conditions (“Terms”) will be available on the BCG Intranet (“Intranet”).

The Service is presently available free of charge, however CGQ reserves the right to charge for all or part the Service in the future or charge for any premium services which may become available.

### **1. The service**

The Service is offered as a cabled data service to the BCG Training Room, and as a wireless data service to the remainder of the BCG building.

When you are located within the radio frequency coverage area of the BCG building, you may connect to the Service using your computer equipment. Access to the Service is dependent on the suitability of your computer equipment.

CGQ offers the Service for activities such as browsing the World Wide Web, and downloading files.

### **2. Speed and Reliability of the Service**

This Service provides you with internet access which can achieve maximum download speeds of up to 50Mb/s and maximum upload speeds of 2.5Mb/s.

The speed and throughput of the Service will however vary depending on a number of factors, including but not limited to:

- The capabilities of your wireless enabled device;
- The physical location of the wireless access points within BCG;
- The Service user traffic during time of access, general internet congestion, wireless signal interference and the location of your wireless enabled device within BCG whilst accessing the Service;
- The volume of data downloaded while using the Service. The speed of the service may be reduced once the following download limits are reached.
  - Training Room PC’s are limited to 100MB of data per hour.
  - All Tenant equipment is limited to 5GB of data per week.

CGQ will use reasonable endeavours to provide you with a reliable, stable and secure access to the Service but does not promise that the access to the Service will be continuous, fault-free, secure or accessible at all times. CGQ advises that this Service access may not be suitable for supporting any application or use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow. Without limiting any other provision of these Terms & Conditions, CGQ will not be liable if the Service access becomes unstable, un-secured, slow or unavailable for any reason whatsoever.

CGQ will use reasonable endeavours to monitor and attend to any Service faults, malfunctions or other problems associated with the Service access but will not be liable if such faults, malfunctions or problems occur with the Service and shall not be obligated to rectify any such faults, malfunctions or problems associated with the Service within any specified timeframe.

### **3. Logging In/Out of the Service**

To be eligible to use the Service, you (the “User” of the Service) require a username and password provided to you by the BCG Concierge (“Concierge”). This username and password may be used to access the Service from the BCG Training Room, or wirelessly from anywhere in the BCG building.

Your unique username and password must not be shared with or divulged to any other individual or Service user. Each User is responsible for all use of the Service using their username and password.

You may be automatically logged-out of the Service, if:

- the wireless connection of the Service is lost, disconnected or becomes out of range;
- no activity is detected from your wireless enabled device for a continuous period of 30 minutes whilst logged on to the Service;
- after 8 hours of continuous use of the Service;

If you are automatically logged-out of the Service, you will need to log-in again to gain access to the Service.

#### **4. User Obligations and Limitations**

The Service is intended to be used in a fair, mature and "community-minded" manner. To this end, CGQ may, at its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access whilst using the Service. Without limiting its rights, CGQ may block or limit access to websites and/or content that CGQ considers is not appropriate or may bring negative exposure or harm to CGQ or to tenants or guests of BCG.

This includes but is not limited to websites and/or content that:

- could cause CGQ to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;
- could interfere with the integrity and/or performance of the Service or CGQ's other networks or equipment;
- depicts, alludes to or promotes offensive or illegal behaviour;
- is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
- promotes conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file sharing applications such as Limewire, eDonkey, Napster or any other Bit-Torrent or peer to peer applications);
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- Uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

Furthermore, CGQ may immediately terminate and block your access to the Service if you access or use the Service in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the Service by any means or behave in a vexatious, illegal, inappropriate, or unsociable manner.

Access to and use of websites and/or content is also subject to such websites and/or content passing through the firewalls, anti-virus and other managed security systems prior to the Internet pages being delivered to your wireless enabled device, and which are determined and set in CGQ's sole discretion.

## 5. Security

The internet is an inherently insecure communication medium. Whilst CGQ will use reasonable endeavours to provide secure access through this Service, it cannot guarantee the security of the Service at all times. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Service and you are responsible for keeping all usernames, passwords and other security-based information secure and private at all times.

Without limiting any other provisions of these Terms & Conditions, CGQ shall not, in any way, be liable to you for any kind of loss or damage incurred as a result of your use of the Service, including but not limited to any viruses you may become subject to during your use of the Service.

CGQ strongly recommends you install a personal firewall and anti-Virus software on your wireless enabled device to block unwanted traffic or downloads to your device.

## 6. Privacy

CGQ is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used. CGQ will only collect, use and store your personal information for the purposes of delivering the Service in accordance with applicable legislation and these Terms & Conditions. Without limiting the above, CGQ advises that it will not capture or attempt to capture any personal information whilst you access and/or use the Service without your consent.

Once you access the Service and open your Internet Browser application to view a website, CGQ will however capture and process information regarding your web browser type and/or operating system information as used by your wireless enabled device, in order to determine the most effective and/or customised way to display the requested webpage on your device.

CGQ will also collect and store the username, host name, IP address and MAC address of any wireless enabled device that has accessed the Service.

CGQ is not in any way responsible for how any third party (including but not limited to any website that you access and/or use through the Service) collects and/or uses your personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit on a case by case basis and determining whether you accept such terms of use and/or privacy policies.

## 7. Limitation of Liability

CGQ makes no warranties or representations as to the accessibility, security, stability or reliability of this Service and CGQ specifically disclaims any liability or responsibility for any Service faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions) made using the Service.

Neither CGQ nor any other party involved in delivering the Service is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the Service for any reason whatsoever, even if CGQ has been notified or advised of the possibility of such damages.

CGQ assumes no responsibility, and makes no warranty or representation in relation to, and shall not be liable in respect of your use of any third party proprietary software.

CGQ assumes no responsibility, and shall not be liable for, any damage to, or viruses that may infect your computer or mobile device or other property on account of your access to or use of the Service.

CGQ is not responsible for the content of any website accessed or used via the Service. Your access to and use of any website or network connection whilst using the Service is entirely at your own risk.

## 8. Indemnity

You agree to indemnify and must defend and hold harmless, CGQ and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your breach of these Terms & Conditions.

I, \_\_\_\_\_ acknowledge that:

- The terms and conditions and costs of using the service may change. If there is a change I will be notified. I am able to cancel my access to the service at any time.
- The service may not be available at all times and the speed of the service may vary at times CGQ will try to fix any issues with the service but does not guarantee how long this will take
- CGQ are not responsible for my computer, phone, or other device or ensuring it can connect to the service
- I cannot share my personal log on or password with any other person
- I must advise CGQ immediately if anyone else gets access to my log on or password so they can be changed
- I am responsible for all activity that occurs with the use of my log on and password
- CGQ may block some sites
- CGQ is not responsible to me for any loss or damage to myself or my equipment no matter how the loss or damage happens
- If I breach the terms and conditions of usage CGQ will immediately remove my access to the service.
- I am agreeing to the full set of terms and conditions as set out on the pages of this document

Tenants Signature: \_\_\_\_\_ Date: \_\_\_\_\_