

# Endless Views - WiFi FAIR USE POLICY

## Terms and Conditions

### 1. Internet Services:

1.1 Endless Views (we / our / us ) provides you with access to the Internet comprising of a wireless service while guests at the house. The wireless service will cover most areas of the house. By accessing the service by whatever medium you agree to obey the terms and conditions listed below (the Terms). **If you do not agree to the terms, please do not access the service.**

### 2. Fair Use:

2.1 We would like to ensure that all our guests have an enjoyable Internet experience while staying with us. We have, therefore, implemented a 'fair use' policy to ensure that we can continue to provide fast and reliable service for guests each month and do not exceed the limited download plan requirements.

2.2 Fair use is considered as the normal daily checking of social media sites, email, web browsing and non-excessive use of smart TV apps such as Netflix or Foxtel Now (both via your own accounts).

2.3 We may monitor the performance of our network and the use of it by our guests. If we notice that a guest is using it more than what is expected from reasonable normal use and where such excessive use is affecting other guests later that billing period/month, we may remove access to the wireless service. If you do not use file sharing software or download large files, stream music or videos from the Internet then you should not be affected by our fair use policy. However, if it becomes clear that heavy downloading, peer to peer networking, or excessive streaming is taking place then we may contact you to ask you to reduce your use. If you continue to do so, then we reserve the right to deny you access to the wireless network.

### 3. Our Obligations to You:

3.1 We will use our reasonable endeavours to ensure that you are provided with free, uninterrupted service 24 hours a day. We will not be liable if for any reason if the service is not available due to any excessive use by previous guests at any time for any period, nor for any loss of data or damage to the equipment you suffer because of using our service. We may suspend access at any time and for any reason, including routine or emergency maintenance. For this reason, we strongly recommend that you regularly save any work you are doing while using the service.

### 4. Your Obligation to Us:

4.1 The service we provide is intended to be used for general purposes, including browsing the Internet, email, messaging services and non-excessive use of the smart TV apps such as Netflix or Foxtel Now (both via your own accounts). You undertake to us that you will use the services responsibly and that you will behave in a lawful, honest and proper manner when accessing the services. Without prejudice to any other provision of this agreement, we may terminate your use of the service at any time without notice if we become aware of any behaviour that has a negative effect on our equipment, network or the use by other guests in the current billing cycle.

4.2 Without prejudice to the generality of paragraph 4.1 above, you may not: use the service for any illegal purpose (including but not limited to breaching any intellectual property or computer misuse

legislation and downloading or uploading any illegal material); send any unsolicited commercial email (or “spam”) or any activity relating to it; carry out any “hacking” activities such as attempting to access systems without authorization or carry out denial of service attacks.

## **5. Data Mapping**

5.1 We may log traffic data to assist us with the implementation of our terms and conditions and our fair use policy, although it is our policy to fully respect your privacy.

6. Breach of Agreement We shall investigate any suspect breach of the agreement by you, and reserve the right to take such action as we, in our sole discretion, deem appropriate, including suspension or withdrawal of the service with immediate effect and without notice to you.

## **7. Disclaimer**

7.1 You acknowledge that use of the service is entirely at your own risk.

7.2 The service is provided on an “as available” basis, and fully permitted by law we hereby exclude all and any warranties or conditions of any kind, whether express or implied, in respect of the service and the content or data obtained or downloaded from it.

7.3 Without prejudice to the foregoing generality we do not warrant that the service will be uninterrupted, timely, and secure or error free at all times or will meet your requirements; and we are not responsible for security, integrity, accuracy, suitability or completeness of any information that you transmit or receive while using the service.

## **8. Liability**

8.1 We shall not be liable to you in contract, tort or otherwise arising in connection with this agreement for any economic losses (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, any special, indirect or consequential losses or any destruction or loss of data.

8.2 If any part of the service is not available to you through no fault on our part or where the failure, suspension or withdrawal of the service is beyond our reasonable control, we shall not be obliged to pay any compensation to you.

8.3 You will indemnify us against all and any losses or claims arising from any breach of the agreement by you, and against any claims or legal proceedings arising from your use of the services, which are brought or threatened against us by another person.

## **9. General**

9.1 We reserve the right to amend these terms and conditions at any time.

**BY USING OUR FREE WiFi SERVICE TO ACCESS THE INTERNET YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO BE BOUND BY THE PRECEDING TERMS AND CONDITIONS OF USE.**