

Terms of Use – Guest WiFi Service

For the purposes of these Terms & Conditions, any reference to:

1. **“Hotspot”** means the guest free wireless network supplied by The Coffee Club at The Coffee Club Stores;
2. **“The Coffee Club”** means The Coffee Club Franchising Company Pty Ltd ACN 128 563 333, together with its associated entities and related bodies corporate, as those terms are defined within the *Corporations Act 2001* (Cth), and each and all of our franchisees, managers and those parties’ employees;
3. **“The Coffee Club Stores”** means The Coffee Club restaurants, cafes and/or kiosks within Australia;
4. **“we” or “our”** means The Coffee Club; and
5. **“you” or “your”** includes, but is not limited to, the owner and/or user of the computer, mobile or electronic device used to access the Hotspot.

The Hotspot is available at participating The Coffee Club Stores and is provided subject and conditional upon the terms set out herein. By accessing and using the Hotspot, you agree that you have read, understood, and accepted each and all these Terms & Conditions without limitation or reservation. If you do not agree to any of these Terms & Conditions, you must not access and/or use the Hotspot.

You are responsible for providing your own computer, mobile or electronic device, being a wireless enabled device, capable of accessing a Hotspot with its own power source. The Coffee Club does not provide any information technology advice or assistance to any user of the Hotspot.

Revised Terms & Conditions

The Coffee Club may at any time revise these Terms & Conditions, without notice to you. It is your responsibility to check these Terms & Conditions for any updates. Any continued use after any revision of these Terms & Conditions is deemed acceptance of the current Terms & Conditions at that time.

Speed and Reliability

The speed and reliability of the Hotspot provided will vary depending on a number of factors, including but not limited to:

1. the capabilities of your wireless enabled device;
2. the physical location of the wireless access points;
3. user traffic during time of access;
4. general internet congestion; and/or
5. wireless signal interference and location of your wireless enabled device.

The Coffee Club does not represent or guarantee that access to the Hotspot will be continuous, fault-free, secure or accessible at any time. The Coffee Club may disable and/or suspend access to the Hotspot at any time, for any reason, and for any duration, without notice.

The Coffee Club advises that the Hotspot access is not suitable for supporting any application or use, which requires continuous, fault-free network connectivity or uninterrupted and/or secure data traffic flow.

The Coffee Club is not liable for any faults, malfunctions or problems that occur with the Hotspot, and shall not be obligated to rectify any such faults, malfunctions or problems associated with the Hotspot within any specified timeframe, or at all.

User Obligations and Limitations

The Hotspot must be used in a fair, appropriate and “community-minded” manner. To this end, The Coffee Club may, in its absolute and sole discretion, limit or block certain websites, content and/or internet applications that you may seek to access whilst using the Hotspot.

You are solely responsible for any information or data uploaded, downloaded or otherwise communicated using the Hotspot, and are solely responsible for keeping all usernames, passwords and other security-based information secure.

Security

The internet is an inherently insecure communication medium. Whilst The Coffee Club will use reasonable endeavours to provide secure access through the Hotspot, it cannot and does not guarantee the security of the Hotspot.

Without limiting any other provisions of these Terms & Conditions, The Coffee Club shall not, in any way, be liable to you (or any other person) for any kind of direct or indirect loss, cost, liability, claim or damage incurred as a result of, or in connection to, your use of the Hotspot, including but not limited to any viruses or malicious code you and/or any other party may become subject to during or as a result of your use of the Hotspot.

The Coffee Club recommends the use of personal firewalls on your wireless enabled device to block unwanted traffic or downloads to your device. Any such firewalls or protective measures are to be implemented and used at your own cost, and within your own discretion.

Privacy

The Coffee Club is committed to safeguarding personal privacy. It recognises that individuals have a right to control how their personal information is collected and used.

The Coffee Club has established and operates according to The Coffee Club Privacy Policy set out at <http://www.coffeeclub.com.au/privacy-policy>. The Coffee Club will only collect, use and store your personal information in relation to your use of the Hotspot for the purposes of delivering the Hotspot in accordance with applicable legislation and these Terms & Conditions.

The Coffee Club may collect and store the IP and MAC address of the wireless enabled device that has accessed the Hotspot.

The Coffee Club is not in any way responsible for how any third party (including but not limited to any website or other internet or electronic application that you access and/or use through the Hotspot) 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.

Limitation of Liability

The Coffee Club makes no warranties or representations as to the accessibility, security, stability or reliability of the Hotspot and specifically disclaims any liability or responsibility for any Hotspot faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including, without limitation, any transactions), any damage to, or viruses that may infect your computer, mobile or electronic device or other property on account of your access to the Hotspot.

Indemnity

You agree to indemnify and must defend and hold harmless, The Coffee Club and its personnel, from and against all loss, damage, liability, charge, expense and 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.