Public Internet

Terms and Conditions

PURPOSE

These Terms and Conditions outline the use of Council's Public Internet Services (the Services).

The Services are provided to enable convenient internet access for visitors, guests, customers, and members of the public.

By accessing or using the Services, you will be deemed to accept these Terms and Conditions. If you do not wish to accept these Terms and Conditions, you must not use the Services.

SCOPE

The Policy applies to all Internet Services provided by Council for use by the public, inclusive of:

- Public Wi-Fi
- Library public computer

USER RESPONSIBILITIES

Users must:

- Use the Services in a lawful, responsible, and ethical manner.
- Comply with all applicable local, state, and federal laws and regulations.
- Respect the security, privacy, and rights of other users.
- Ensure their device has appropriate security measures, including antivirus software and operating system updates.

Users are solely responsible for all activities conducted using their device while connected to the Services.

PROHIBITED ACTIVITIES

Users must not use the Services for:

Illegal Activities

- Violate any law or regulation.
- Access, transmit, distribute, or store illegal content.
- Engage in fraud, identity theft, or other criminal activities.

Harmful or Disruptive Behaviour

- Attempt to gain unauthorised access to networks, systems, or accounts.
- Distribute malware, viruses, worms, ransomware, or other malicious software.
- Conduct network scanning, hacking, penetration testing, or denial-of-service attacks.
- Interfere with or disrupt the operation of the Service or any connected systems.

Inappropriate Content

- Access, distribute, or transmit material that is unlawful, abusive, threatening, defamatory, discriminatory, violent, pornographic, or otherwise offensive, as determined by a Council officer or authorised delegate.
- Access or distribute content that infringes intellectual property rights, including copyright violations.

Commercial Misuse

- Operate servers, cryptocurrency mining operations, or other activities that excessively consume network resources.
- Resell or redistribute the Services without written authorisation.

SECURITY AND PRIVACY

While reasonable measures are taken to secure the Services:

- Public networks are not guaranteed to be secure.
- Users should avoid transmitting sensitive information unless using encrypted connections (e.g., HTTPS or VPN services).
- Council does not guarantee the confidentiality of information transmitted over the Services.
- Users are responsible for protecting their own devices and data.

SERVICE MONITORING AND LOGGING

To maintain network security, reliability, and compliance:

- Network activity may be logged and monitored.
- Logs may include connection times, device identifiers, IP addresses, bandwidth usage, and security-related events.
- Information may be disclosed where required by law, court order, or legitimate law enforcement request.

Monitoring is conducted in accordance with applicable privacy legislation.

SERVICE AVAILABILITY

The Services are provided on an "as available" basis.

Council:

- Does not guarantee uninterrupted access.
- May restrict, suspend, or terminate access at any time without prior notice.
- May impose usage limits, bandwidth restrictions, or content filtering to ensure fair and secure access for all users.

Liability Disclaimer

Use of the Services is at the user's own risk.

To the fullest extent permitted by law, Council:

- Makes no warranties regarding the availability, performance, or security of the Services.
- Is not liable for loss of data, security breaches, device damage, service interruptions, or any direct or indirect losses resulting from use of the Services.
- Is not responsible for the content, accuracy, or reliability of information accessed through the internet.

CHILD SAFETY

Concerns about the safety and wellbeing of children will be handled in accordance with requirements under Council's *Child Safety and Wellbeing Reporting Procedure.*

ENFORCEMENT

Failure to comply with these Terms and Conditions may result in:

- Immediate suspension or termination of access.
- Referral to law enforcement authorities where appropriate.
- Further action as permitted by law.