

Kimberley Sands Resort Cable Beach

Complimentary Wi-Fi Terms of Use

Kimberley Sands Resort Cable Beach (Kimberley Sands Resort) is pleased to offer you complimentary access to the internet, via a wireless LAN connection (**Hotspot**), for the duration of your stay at Kimberley Sands Resort (the **Service**).

Accessing the Service

1. Kimberley Sands Resort provides the Service subject to the following terms and conditions of use (**Terms of Use**). If you do not agree to these Terms of Use, you may not use the Service. Your use of the Service indicates your acceptance of these Terms of Use in their entirety.
2. By accepting these Terms of Use and using the Service, you acknowledge and agree that you are at least 18 years of age or, if you are younger than 18 years of age, that your parent or guardian has approved your use of the Service and agrees to these Terms of Use.

User obligations and restrictions

3. In connection with your use of the Service, you agree:
 - (a) that you will only access the Hotspot using the login details provided to you by Kimberley Sands Resort;
 - (b) that you will not give the login details to any other person without the prior consent of Kimberley Sands Resort;
 - (c) that you will only use the Service while you are a guest at Kimberley Sands Resort ;
 - (d) that you will comply with all applicable laws, regulation and Kimberley Sands Resort's policies;
 - (e) that you will comply with these Terms of Use;
 - (f) that you will not use the Service in any manner:
 - (i) which is, or which is intended to be, abusive, offensive, threatening or defamatory; or
 - (ii) which is, or which promotes, racism, bigotry, hatred, violence or harassment towards, any person or groups of people;
 - (g) that you will not use the Service to conduct, or promote the conduct of, any criminal activity or enterprise;
 - (h) that you will not infringe the intellectual property rights of any third party (including but not limited to file-sharing applications which promote illegal or unauthorised copying of a third party's copyright);
 - (i) that you will not use the Service to transmit spam, junk or other unsolicited mass emails or messages;
 - (j) that you will not use the Service to unlawfully collect or harvest any information or data belonging to a third party;
 - (k) that you will not use the Service to transmit, store, publish or upload any electronic material which is known to cause, or which may cause, damage to or limit the functionality of any computer software, hardware or telecommunications equipment or surreptitiously intercept or access without authority any system, data or personal information. Without limiting the foregoing, this includes unwanted malicious software agents such as viruses, Trojan horses, worms; and
 - (l) that you have no legal right to the Service and that the Service is provided subject to the limitations, including (without limitation) as to technical matters, security and editorial control set out in these Terms of Use.
4. You will be logged out of the Hotspot without prior notice if any of the following occur:
 - (a) you breach any of these Terms of Use as determined by Kimberley Sands Resort in its absolute discretion;
 - (b) the wireless connection is lost, disconnected or becomes out of range for any reason;
 - (c) no activity is detected from your wireless enabled device for a period of time;
 - (d) you attempt to manipulate or bypass any limitations of or restrictions on the Hotspot;
 - (e) we are unable to determine the IP address of your device;
 - (f) Kimberley Sands Resort determines, in its absolute discretion, that it is necessary or appropriate to suspend or terminate the Hotspot connection, including for maintenance or to protect its business or Service users; or
 - (g) in any emergency.

Technical matters

5. Kimberley Sands Resort will provide the Service subject to the following:
 - (a) while Kimberley Sands Resort will endeavour to provide a reliable, stable and secure connection to the internet, **it does not guarantee that access to the internet will be secure, continuous, accessible, fault-free, free from disruptions, viruses or other malware at any time;**
 - (b) no guarantee of network speed is given;
 - (c) the Service is not suitable for supporting any use which requires continuous, fault-free network connectivity or uninterrupted data traffic flow;
 - (d) the Service may be interrupted, suspended or curtailed at any time, without prior notice to you, to carry out maintenance or repair work which Kimberley Sands Resort determines, in its absolute discretion is necessary or desirable;
 - (e) Kimberley Sands Resort may, but is under no legal obligation to, attend to any service faults, malfunctions or other problems associated with the Service; and
 - (f) Kimberley Sands Resort does not provide technical support in connection with the Services.

Security

6. Kimberley Sands Resort cannot guarantee the security of the Service at any time.

7. You acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet. These risks include (without limitation) interception of transmission, loss of data, the introduction of viruses and other programmes that can damage your computer or electronic networks. You acknowledge and agree that your access to and use of the Service is at your own risk.
8. You are solely responsible for any information or data uploaded, downloaded or otherwise communicated via the Service and you are responsible for keeping all personal usernames, passwords and other security-based information secure and private at all times.
9. Kimberley Sands Resort recommends that you take any necessary measures to protect the security of your devices and data, including using secure transmission techniques (such as encryption, virtual private networks and firewalls). **If you have any concerns about the security of your information, you should not send or receive sensitive personal information or carry out activities like internet banking or other financial transactions.**

Control of information

10. Kimberley Sands Resort does not monitor, review or have control over the information available on the internet. It is your responsibility to determine the validity, quality and relevance of any information you access on the internet when using the Service.
11. Kimberley Sands Resort may, but is under no legal obligation to, block, filter or restrict by any means any material which, in its sole discretion, it determines may be illegal, harmful or which may result in Kimberley Sands Resort becoming subject to regulatory action or a claim by a third party or which may be in breach of these Terms of Use.

Privacy

12. To provide the Service, Kimberley Sands Resort may collect personal information about you. Any personal information provided by you in connection with your use of the Services will be collected and managed in accordance with Kimberley Sands Resort's Privacy Policy which is available from: [Privacy Policy – Kimberley Sands](#)
13. Kimberley Sands Resort is not responsible for how any third party (including but not limited to any website accessed through the Service) collects and or uses personal information. You are solely responsible for checking the terms of use and privacy policy of each website you visit.

Limitations on liability and disclaimer

14. To the fullest extent permitted by law, Kimberley Sands Resort:
 - (a) gives no warranties or representations as to the accessibility, security, stability or reliability of the Service and expressly disclaims any liability or responsibility arising from your use of the Service, including (without limitation) your access to or use of information obtained through the internet or any consequences arising from such access or use;
 - (b) is not liable, including in negligence, for any direct, indirect, incidental, consequential, special or punitive damages, including (but not limited to) loss of profits, arising out of or in connection with the Service, including if Kimberley Sands Resort has been notified or advised of the possibility of such damages that may result from the use or inability to use the Service, any changes to the Service or from unauthorised access to or alteration of your transmissions or data;
 - (c) assumes no responsibility, gives no warranties or representations in relation to and shall not be liable in respect of any use of third party proprietary software; and
 - (d) is not responsible for the content of any third party website accessed or used in connection with the Service.
15. Your use of the Service and any access to and use of any website or network connection whilst using the Service is entirely at your own risk.

Release and Indemnity

16. You release and discharge Kimberley Sands Resort from any liability which arises from or in connection with your use of the Service.
17. You agree to indemnify and hold harmless, Kimberley Sands Resort and its officers, employees, contractors and agents from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal costs and other professional costs on a full indemnity basis) of any nature or kind arising in connection with your use of the Service and any breach of these Terms of Use.

General Terms and Conditions

18. Kimberley Sands Resort may amend, revise or replace these Terms of Use at any time and without notice to you. Your use of the Service following any amendment, revision or replacement of these Terms of Use will constitute your acceptance of all changes.
19. These Terms of Use constitute the entire agreement between the parties in connection with the Service.
20. A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
21. A provision of these Terms of Use that is illegal or unenforceable may be severed from these Terms of Use and the remaining provisions of these Terms of Use continue in force.
22. These Terms of Use are governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.