

Internet Use

1. Agreement

1.1 By accessing and/or using the Service, the user agrees to the following terms and conditions.

2. Service

2.1 Where WiFi is available, Mystery Creek will provide free access, but there is no guarantee to connections or speed of the Internet (Service).

2.2 The Service is provided at Mystery Creek's discretion.

2.3 The User agrees and acknowledges that the provision of the Service by Mystery Creek is incidental to any other service or product that Mystery Creek provides to the User.

3. Use

3.1 The User shall not violate any legislation, including any regulations, ordinances or by-laws, of any jurisdiction including New Zealand, when using the Service.

3.2 The User shall not use the Service to, or allow or permit access to the Service by any other party to:

3.2.1 Send unsolicited bulk or commercial messages;

3.2.2 Invade the privacy of any third party;

3.2.3 Engage in any activity that may or does infringe the intellectual property rights of NZNFS or any third party.

3.2.4 View, upload, download, create, store, send or receive material containing obscene or indecent language or images, or defamatory, abusive, or threatening language, images or other offensive content or materials;

3.2.5 Misrepresent the identity of the User or any other party;

3.2.6 Illegally or without property authorization access or attempt to access other computers, networks or information systems of equipment;

3.2.7 Damage, impair or undermine the performance, confidentiality or accessibility of the Society computer systems and networks.

3.2.8 Distribute Internet/computer viruses, worms, trojans or other disruptive applications or programmes, or create, or distribute information regarding the creation of such.

3.3 The User shall not use the Service in a manner or for a purpose(s) which does or may infringe the Copyright Act 1994, or in any way use, or allow the Service to be used, in a way which may cause the Society to potentially infringe such legislation.

3.4 The User shall not use the Service to create, advertise, supply or sell any product or service, including provision of the Service itself to other parties in any manner.

4. Limitation of liability and indemnification

4.1 The Society does not, either expressly or impliedly, provide any warranties, guarantees, representations or statements of any kind in respect of the Service and the availability, speed or otherwise of the Service.

4.2 The User acknowledges that the Service may be interrupted. The User also acknowledges that viruses and other disruptive applications or programs may affect the User's computer or other property connected to the Service.

4.3 The Society is not liable to the User or any other party for any losses, costs, expenses, claims or damages to the User, or any third party, and/or the User's or other party's property, occurring as a consequence of the use of the Service or the suspension or termination or unavailability of the Service, or arising or flowing from any breach of contract, misrepresentation, or other dispute arising from these Terms & Conditions or the use of the Service, whether actionable in contract, tort (including negligence) equity or otherwise.

4.4 The User indemnifies the Society against all liabilities, costs and expenses (including full costs between solicitor and client), claims or demands incurred by the Society or any third party resulting from any acts or omissions of the User or any other party accessing the Service due to the acts or omission of the User.

5. Miscellaneous

5.1 The User agrees and acknowledges that the Society may view the browser history of the User in connection with the Service and may use the information from that browser history to enforce the Society rights in respect of these Terms & Conditions.

5.2 In the event of any dispute between the Society and the User (Parties) in relation to these Terms & Conditions and/or the Service, the Parties shall first seek to resolve such dispute by promptly giving notice of such dispute to the other Party and in good faith endeavouring to resolve such dispute. If the dispute remains unresolved the Parties shall then seek a resolution through the use of mediation prior to seeking resolution through the Courts.

5.3 These Terms & Conditions and the use of the Service shall be subject to and must be interpreted in accordance with the laws of New Zealand but on points of patent, trade mark or copyright law or procedure is to be governed by the law of the country granting the patent or trade mark registration or copyright protection.