

MyMacquarie Free WiFi – Terms and Conditions of Use

Access to and use of the MyMacquarie Free WiFi (“the WiFi”) is provided by Us subject to these Terms and Conditions of Use (“Terms”). By accessing and using the WiFi, You agree to accept these Terms without limitation. We reserve the right to revise these Terms at any time. Your continued use of the WiFi constitutes Your binding acceptance of such revisions, amendments and modifications. **If You do not agree to these Terms, You must not access or use the WiFi.**

Speed and Reliability

1. By agreeing to these Terms, You accept that We will use reasonable efforts to provide a reliable, stable and secure WiFi service, but do not guarantee that access to the WiFi will be continuous, fault-free, secure or accessible at all times.
2. The WiFi is not supplied for the purpose of, and is not suitable for supporting, any application or use which needs continuous, fault-free network connectivity or uninterrupted data flow. Without limiting any other provision of these Terms, We will not be liable if the WiFi access becomes unstable, unsecured, slow or unavailable for any reason whatsoever.
3. We will use reasonable efforts to monitor and attend to any faults, malfunctions or other problems associated with access to the WiFi, but will not be liable if such faults, malfunctions or problems occur, and will not be obliged to rectify any such faults, malfunctions or problems associated with access to the WiFi within any specified timeframe.

Logging onto/off the WiFi

4. To use the WiFi, You simply need to access this network with your wireless-enabled device and agree to these Terms. You are not required to purchase any item or pay a fee to access the WiFi. Each User is allowed a free browsing session of up to 12 hours that will automatically be terminated by the system.
5. To log out, You simply need to close the internet browser. You will also automatically be logged off the WiFi if:
 - a. We terminate Your access in accordance with these Terms; or
 - b. the WiFi connection You are accessing is lost, disconnected, or becomes out of range.

Security

6. The internet is an inherently insecure medium of communication. We cannot guarantee that Your data will not become lost, damaged, or intercepted in transit using the WiFi. We do not take responsibility if You lose an email or a download or any other kind of transmission, or if someone gains access to Your passwords, or for any other like circumstances.
7. The security of Your equipment and data is not Our responsibility. You are responsible for safeguarding against the risks of hacking, viruses, eavesdropping, and all other such hazards. We are not liable for any kind of loss or damage whatsoever, and take no responsibility for any User data which traverses the WiFi network.

User Obligations and Limitations

8. The WiFi is intended to be used in a "community-minded" manner. Users of the WiFi agree to keep their activities legal and in good taste. Users are forbidden from using the WiFi for the transfer of offensive materials or materials comprising the intellectual property rights of third parties.
9. You must not:
 - a. circumvent (or attempt to circumvent) any technical limitations We implement relating to the WiFi;
 - b. use the WiFi to transmit viruses, worms or any other thing that may damage any equipment, service or software or to spy on third parties;
 - c. use the WiFi to infringe the intellectual property rights of third parties; or
 - d. use the WiFi to access Prohibited Content.

10. In order to provide a "fair" service for everyone, We reserve the right, in our absolute and sole discretion, to:
 - a. terminate or bar access to the WiFi to anyone who is deemed to be in breach of the Terms, or is behaving in an unsociable manner, or for any other reason;
 - b. block access to any network protocols that We deem are inappropriate or may contravene these Terms ("**Prohibited Content**"); or
 - c. apply any such traffic-shaping deemed necessary to provide the WiFi access in a fair and stable manner to all its customers.

Limitation of Liability

11. The Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) provides non-excludable statutory guarantees, conditions or warranties for the supply of certain goods and services ("**Statutory Terms**"). Nothing in these Terms is taken to exclude, restrict or modify any of these Statutory Terms. However, to the extent permitted by law, We limit Our liability for any breach of a Statutory Term to the cost of resupplying the WiFi service.
12. Without limiting the above, We make no warranties or representations as to the accessibility, security, stability or reliability of the WiFi. We disclaim any liability or responsibility for any faults or failures, or any interruptions in the accuracy, timeliness, completeness, security or reliability of any communications (including transactions) made using the WiFi.
13. We are not liable for any direct, incidental, consequential, indirect or punitive damages arising from Your access to or use of the WiFi.

Indemnification

14. You indemnify Us and Our employees, officers, agents and contractors (collectively "**the Indemnified Party**") from and against any loss, damage, liability, charge, expense or cost (including on a full indemnity basis all legal, defence and settlement costs) suffered or incurred by an Indemnified Party which arises out of or in connection with a breach of these Terms.

Privacy

15. We respect Your privacy and will at all times comply with the Privacy Act 1988 (Cth) and other applicable laws that protect information relating to You. Any Personal Information You supply to Us through Your use of the WiFi will be collected, held and used in the manner set out in our Privacy Policy (available on our website: <http://www.ampcapital.com.au/AMPCapitalAU/media/contents/Documents/AMP-Australia-Privacy-Policy.pdf>) and these Terms.

What kind of Personal Information do We collect?

16. When You log onto the WiFi, and during your access to the WiFi, You provide Us with certain pieces of Personal Information, which may include:
 - a. Your name;
 - b. Your email address;
 - c. Other pieces of Personal Information publicly available on Your Facebook profile (which may include Your Facebook ID, date of birth, name, gender, age, location etc); or
 - d. The MAC address of Your computer or device (which includes device location and movement data).

How do We collect and hold Your Personal Information?

17. We collect Your Personal Information directly from You when You log on to use the WiFi and provide Us with Your name and email address or Facebook log on credentials.
18. The Personal Information You provide to Us is captured and stored in a database which is hosted on a virtual server in Our data centres. Access to your Personal Information will be via secure web log-on which is available only to selected members of Our staff. We take reasonable steps to protect Your Personal Information from misuse, loss, unauthorised

access, modification or improper disclosure. These include instructing Our staff who handle Personal Information to respect the confidentiality of Personal Information and the privacy of individuals.

Why do We collect Your Personal Information?

19. We collect Your Personal Information to generate reports which can be used by Our marketing and operations teams for promotional, marketing (including tailoring online advertising to You as an individual), publicity, research, operational and profiling purposes.
20. By accessing the Wi-Fi, You consent to Us, to use Your supplied Personal Information, MAC address, and location statistics for promotional, marketing (including tailoring online advertising to You as an individual), publicity, research, operational and profiling purposes.
21. You can choose not to receive direct marketing communications from Us at any time by contacting Us:
 - a. by telephone on 1300 157 173;
 - b. by email at askamp@amp.com.au; or
 - c. in writing at PO Box 300 Parramatta NSW 2124.
22. We will not under any circumstances (unless required by law or as set out under these Terms) disclose any of Your Personal Information to any third party outside of the AMP group

I accept these Terms

Definitions

23. In this agreement,

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

Prohibited Content includes, but is not limited to, any website or content that We deem, in Our absolute and sole discretion:

- (a) could cause Us to be in breach of any law, code or instrument which governs Our conduct or to incur a liability to any third person or entity;
- (b) could harm Our reputation or brand;
- (c) could interfere with the integrity and/or performance of the WiFi or Our other networks or equipment;
- (d) is offensive by reason of:
 - a. promoting racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - b. promoting harassment of another person;
 - c. exploitation of persons in a violent or sexual manner;
 - d. containing nudity, violence or which may link to adult websites; or
 - e. being abusive, threatening, obscene, defamatory or libellous; or
- (e) is or promotes an illegal or unauthorised copy of another person's copyrighted work (including but not limited to file-sharing applications such as Limewire, Napster, Bit-Torrent or other peer-to-peer applications).

You/Your/User refers to any person using a computer mobile device to access the WiFi.

We/Us/Our means AMP Capital Shopping Centres (ACN 001 595 955), with registered office at 50 Bridge St, Sydney NSW 2000.