

## Guest Wi-Fi Terms and Conditions

This agreement sets out the terms and conditions on which wireless internet access (“the Service”) is provided to you, a guest/customer of Dawn Mountains, inclusive of any parent or partner companies (“us”) in consideration for your custom, your agreement to these terms and conditions and your agreement to allow us to send to you by e-mail our promotional and marketing material.

### Extent of the Service

1. We do not recommend the use of any websites (or other internet related services) (“Internet Services”) and your use of Internet Services is carried out entirely at your own risk.
2. We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.
3. We have no responsibility for, or control over, the information you transmit or receive via the Service.
4. Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.
5. We do not guarantee:
  - 5.1 the availability of the Service.
  - 5.2 the speed at which information may be transmitted or received via the Service; or
  - 5.3 that the Service will be compatible with your equipment or any software which you use.
6. Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service, we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.
7. We always reserve the right to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.
8. This service is subject to data limits and may have additional charges for access data usage.

### **8.1.1. Your Use of the Service**

You must not use the Service to access Internet Services, or send or receive e-mails, which:

- 9.1 are defamatory, threatening, intimidatory or which could be classed as harassment.
- 9.2 contain obscene, profane, or abusive language or material.
- 9.3 contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature).
- 9.4 contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition, or sexual orientation.
- 9.5 contain material which infringe third party's rights (including intellectual property rights).
- 9.6 in our reasonable opinion may adversely affect the manner in which we carry out our business; or
- 9.7 are otherwise unlawful or inappropriate.
- 9.10 Music, video, pictures, text, and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.
- 9.11 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 9.1 to 9.10 above.
- 9.12 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.
- 9.13 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 12.2 below.

## **10. Criminal Activity**

- 10.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in South Africa or in any state throughout the world.
- 10.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.
- 10.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address.
- 10.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 10.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.



DAWN MOUNTAINS  
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## 11. Our Use of your Information

11.1 Subject to clauses 10.3 and 10.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions, and special offers relating to our business.

## 12. Other Terms

12.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 9.1 to 9.11 and 10.1 above.

12.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

12.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement is not enforceable by a third party.

12.4 This agreement is governed by the law of South Africa and is subject to the non-exclusive jurisdiction of the South African courts.

By using the Service, you are confirming that you accept the terms and conditions as the basis of your use of the wireless internet access provided.