

Wireless Access Terms of Service and Acceptable Use Policy (hereafter 'the Agreement')

Updated 31/03/11, may be amended/updated at any time.

Access to the Service (hereafter 'The Service')

The Service is a free public service provided by **Forest Park Leisure Centre**. Your access to the Service is completely at the discretion of Forest Park Leisure Centre and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Forest Park Leisure Centre or its owners, disruption of access to other Users or networks, and violation of applicable laws or regulations. Forest Park Leisure Centre may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

Acceptable Use of the Service

Forest Park Leisure Centre supports the free flow of information and ideas over the internet. Your access to this Service is conditioned on legal and appropriate use of the Service. Your use of this Service and any activities conducted online through the Service shall not violate any applicable law or regulation, the rights of Forest Park Leisure Centre or any third party.

The use of the Service for the following activities is prohibited:

1. Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the internet using the Service or using the Service for activities that invade another's' privacy.

2. Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others. This includes, but is not limited to, patents, copyrights, trademarks, service marks, trade secrets or any other proprietary right of any third party.

3. Defamatory or Abusive Language

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

4. Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

5. Hacking

Accessing illegally, or without authorization, computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of this or any other system or network. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

6. Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment. Certain high bandwidth or potentially destructive protocols may not be available on the Service.

7. Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

8. Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to applicable Irish law.

9. Obscene or Indecent Speech or Materials

Using the Service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Forest Park Leisure Centre will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with any illegal activity. Certain content or web sites may be filtered or unavailable due to inappropriate content.

10. Other Illegal Activities

Using the Service in violation of applicable laws and regulations, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating or inappropriately distributing copy written material, or making fraudulent offers to sell or buy products, items, or services.

11. Resale

The sale, transfer, or rental of this Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Notice of Violations of the Acceptable Use Policy

Forest Park Leisure Centre requests that anyone who believes that there is a violation of the Acceptable Use Policy direct the information to forestpark@coralleisure.ie.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that Forest Park Leisure Centre does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Forest Park Leisure Centre and its owner's ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. (v) that the service and any products or services provided on or in connections with the Service are provided on an 'As Is' and / or 'As Available' basis without warranties of any kind; (vi) All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality, qualifications or capabilities of the services, goods, personnel or resources provided here, whether expressed or implied, arising by law, custom, prior oral or written statements by Forest Park Leisure Centre or otherwise (including but not limited to any warranty of satisfactory quality, merchantability, fitness for a particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed.

No Consequential Damages

Under no circumstances will Forest Park Leisure Centre, its owners, suppliers, licensors, respective officers, directors, employees, agents and / or affiliates be liable for consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, based on claims of customer, their appointees or customers (including, but not limited to, unauthorised access, damage, theft of your system or data, claims for loss of goodwill, data, use of or reliance on the Service, stoppage of other work or impairment of assets, or damage caused to equipment or programmes from any virus or other harmful application), arising out of breach or failure of expressed or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

The limitations, exclusions and disclaimers set forth in this Agreement will not apply only if and to the extent that the law or a court of competent jurisdiction requires liability under applicable law beyond and despite these limitations, exclusions and disclaimers.

Indemnity

You agree to indemnify, and hold harmless, Forest Park Leisure Centre, its owners, suppliers, licensors, respective officers, directors, employees, agents and / or affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or any violation of law or regulation, or any breach of this Agreement. This Agreement will not be construed to limit or exclude any other claims or remedies that Forest Park Leisure Centre may assert under this Agreement or by law.

Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Agreement will prevent the parties from seeking interim injunctive relief against one another.

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Forest Park Leisure Centre's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Forest Park Leisure Centre's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Forest Park Leisure Centre with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Forest Park Leisure Centre with respect to its subject matter and supersedes all prior writings or understanding.