

I.NET.AU Service Agreement

You must read the following Conditions carefully. They will govern your use of the Service. By using the Service you will indicate that you have accepted the Conditions. A binding agreement will then be in place.

1. Definitions

A number of words used in these Conditions have been given particular meanings. Wherever those words appear, they will be in uppercase characters so that the CUSTOMER will know that they have a particular meaning. The meanings are listed as follows.

CUSTOMER means the Customer specified on the APPLICATION FORM.

APPLICATION FORM means the printed or electronic contract on which the CUSTOMER applies to I.NET.AU for the SERVICE.

SERVICE means I.NET.AU's provision of any service, computer network, including information services, computer resources, disk storage and computer communication resources.

I.NET.AU HOME PAGE means the World Wide Web site <http://www.i.net.au>

SERVICES LIST means the Price List published on I.NET.AU HOME PAGE.

URL means Uniform Resource Locator, or web address.

2. Provision of Service

2.1 I.NET.AU will provide the CUSTOMER with the SERVICE. The SERVICE will be generally available 24 hours a day, seven days a week, except for SERVICE maintenance times which I.NET.AU gives notice to the CUSTOMER. However, I.NET.AU does not warrant that the SERVICE will be uninterrupted or error free.

2.2 I.NET.AU will provide the CUSTOMER with a unique Login ID code, password and other log-in information required to enable connection to the SERVICE. The CUSTOMER must not use the Login ID code and password for multiple concurrent logins if using dialup or xDSL. If multiple login attempts are made with the one Login ID, or a multi-link connection is attempted, the second login attempt may be rejected.

2.3 Certain Internet content may contain material which the CUSTOMER may find inappropriate, offensive, inflammatory, or adult in nature. I.NET.AU does not endorse that material and disclaims all liability for its content.

2.4 All warranties of any kind are excluded - except non-excludable warranties implied by Statute. In relation to those implied warranties, I.NET.AU's liability will be limited, at its option, to the re-supply, or cost of re-supply, of the SERVICES.

2.5 I.NET.AU will not be responsible for any delay or failure to perform caused by acts beyond its control including but not limited to acts of God, wars, strikes, natural disasters, failures of any other carrier and network operator's services and interruptions to power supply.

2.6 The I.NET.AU email service and network including, without limitation, email addresses, is owned by I.NET.AU and I.NET.AU establishes practices and limits concerning your email account, which may be changed from time to time. Limits may include, without limitation, the period of time your email will be retained, the number, size and type of email messages and attachments you may send and receive, and the amount of space allocated to your email storage.

3. Charges

3.1 The charges for using the SERVICE are detailed on the SERVICES LIST. I.NET.AU retains the right to alter these charges from time to time.

3.2 The CUSTOMER agrees to pay the charges specified in the selected payment plan in the SERVICES LIST.

3.3 For accounts paid by credit card, the Setup fee or first months connection fee or yearly connection fee will be debited automatically. Subsequent monthly connection fees will be debited automatically at the beginning of each charge period. Usage fees will also be debited at the end of each charge period. If the CUSTOMER's credit card number expires or I.NET.AU is unable to debit charges to this credit card number, I.NET.AU may immediately and without notice terminate the SERVICE.

3.4 Accounts paid by personal cheques will be payable within 14 days of invoice.

3.5 Any Setup fees are *not* refundable. Early cancellation or transfer of accounts may be subject cancellation fees. This only applies if no other service agreement exists.

3.6 Any costs incurred by I.NET.AU as a result of any misuse or abuse of the SERVICE will be charged to the CUSTOMER and added to the charges otherwise payable.

4. Customer Responsibilities

4.1 The CUSTOMER agrees to provide telephone line, modem, hardware and software as necessary to access the SERVICE where required.

4.2 The CUSTOMER must not assign or transfer its rights, delegate its obligations, or resell the SERVICE without the written consent of I.NET.AU.

4.3 The CUSTOMER is responsible for selecting and using security features, not disclosing personal log-in information, and backing up any information.

4.4 The CUSTOMER is responsible for all use of the SERVICE through the CUSTOMER's Login ID and password. Disclosure or loss of log-in information must be notified to I.NET.AU immediately.

4.5 The use of the SERVICE is at the CUSTOMER's sole risk and is entirely the CUSTOMER's responsibility. I.NET.AU does not and cannot monitor or control the content and information transmitted or accessed via the SERVICE. I.NET.AU is not responsible for any content or information transmitted or accessed via the SERVICE.

4.6 The CUSTOMER must not use the SERVICE, or encourage or permit it to be used, in a way which interferes with or disrupts network users, SERVICES or equipment. This includes distributing unsolicited advertising, propagation of computer worms and viruses, using the network to make unauthorised entry to any other machine accessible via the SERVICE, sending harassing or threatening electronic mail, and forgery (or attempted forgery) of electronic mail messages or Usenet news postings.

4.7 The CUSTOMER must not engage in mass posting of messages to inappropriate Usenet newsgroups, or send unsolicited e-mails en mass. The CUSTOMER must only post advertisements appropriately, and in venues that specifically encourage or allow advertising. What constitutes appropriate Usenet newsgroups or appropriate venues for advertisements will be determined by I.NET.AU in its sole discretion.

4.8 The CUSTOMER must respect the conventions of the newsgroups, lists and networks to which CUSTOMER is posting, including rules more restrictive than these.

4.9 The CUSTOMER must not use offensive words or parts of words in network addresses that I.NET.AU allows the CUSTOMER to select. These addresses include e-mail addresses and CUSTOMER's Homepage URLs if provided with the SERVICE.

4.10 The CUSTOMER must not publish offensive material on the CUSTOMER's Homepage, including blatant expressions of bigotry, racism, hatred, or profanity; instructional information about illegal activities, or promoting physical harm or injury to any group or individual; display material containing nudity or pornographic material of any kind, or material that exploits images of children under 18 years of age.

4.11 The CUSTOMER must not use the SERVICE, or encourage or permit it to be used, for any activities of an illegal or fraudulent nature. This includes, but is not limited to, activities prohibited under Australian State or Commonwealth laws.

4.12 The CUSTOMER must release and indemnify I.NET.AU from and in respect of any liability, loss, damage or expense suffered by I.NET.AU as a direct or indirect result of the use of the SERVICE, including the transmission of any illegal or fraudulent material.

5. Termination

5.1 I.NET.AU may terminate this Agreement as by giving one month's notice to the CUSTOMER.

5.2 I.NET.AU reserves the right to terminate the SERVICE immediately and without notice:

- If the CUSTOMER misuses or abuses the SERVICE; What constitutes misuse or abuse of the SERVICE is to be determined solely by I.NET.AU.
- If payment for the SERVICE, or any part of the SERVICE, is not made on time.

- If there is a significant change in the CUSTOMER's financial position including bankruptcy, insolvency, a winding-up application or the appointment of a receiver.

5.3 I.NET.AU reserves the right to temporarily suspend the SERVICE if it has reasonable grounds to suspect that the CUSTOMER has misused or abused the SERVICE. I.NET.AU must then investigate the matter to determine whether there has been an abuse or misuse of the SERVICE, and must promptly notify the CUSTOMER of the outcome of the investigation.

5.4 I.NET.AU reserves the right to suspend the SERVICE in an emergency if I.NET.AU considers it necessary to do so to safeguard the provision of SERVICES to other CUSTOMERS.

5.5 I.NET.AU reserves the right to delete the CUSTOMER's personal files and e-mail on termination.

5.6 I.NET.AU reserves the right to notify a credit-reporting agency if the customer fails to pay for its services.

5.7 I.NET.AU requires 30 days' notice from the CUSTOMER for cancellation of SERVICE (after the contract term is reached). Any hardware provided as part of the SERVICE must be returned upon cancellation (excluding hardware that has been invoiced and paid for).

6. Agreement

These conditions constitute an agreement between the CUSTOMER and I.NET.AU with regard to the supply of the SERVICE.

7. Variations

7.1 I.NET.AU will from time to time update this Agreement.

7.2 The CUSTOMER will review the I.NET.AU HOME PAGE at least once a month to check whether any variation has been made to this agreement.

7.3 The CUSTOMER's continued use of the SERVICE after notice of change has been given will constitute the CUSTOMER's acceptance of the change.

8. Notices

Any notice under these Conditions must be in writing and may be given in any one or more of the following ways:

- by I.NET.AU placing it on the I.NET.AU HOME PAGE.
- by either party by hand delivery, pre-paid post, facsimile, or electronic mail to the address specified on the APPLICATION FORM.

The addresses of I.NET.AU for the serving of notices are:

Hand Delivery:

I.NET.AU / Internet Victoria Pty Ltd
1521 High Street
Glen Iris, Victoria 3146
Australia

Post:

I.NET.AU / Internet Victoria Pty Ltd
PO Box 20
Chadstone, Victoria 3148
Australia

Email:

host@i.net.au

The address of the CUSTOMER for serving of notices by hand delivery, post and facsimile are the addresses specified on the APPLICATION FORM unless the CUSTOMER has given notice of changes.

The address of the CUSTOMER for serving of notices by email is the address of the mailbox of the SERVICE. In the case of multiple mailboxes associated with the SERVICE, the address of the first mailbox will be used.

9. Governing Law

These Conditions are governed by the laws of Victoria. The CUSTOMER and I.NET.AU submit to the exclusive jurisdiction of its Courts.