



Effective from 1st April, 2007

This is the ISPACE Internets ADSL Conditions of Use Policy (CUP), which is a document that must be accepted by every User in order to obtain ISPACE Internets ADSL products and services. ISPACE Internets recommends that this document be carefully read as it outlines the minimum conditions of use of the network and exchange.

#### 1. Provision of Service

The Company reserves the right to deny access to any potential User at its discretion.

The Company agrees to supply the User with the Internet services specified in their choice of connection plan and subject to the Company's Quality of Service Agreement hereafter referred to as "the Service".

The Service shall be available 24 hours per day, 7 days per week except during network operational faults or scheduled maintenance hereafter referred to as "Downtime".

The Company provides no guarantees regarding the availability of the Service. The User indemnifies the Company against any losses, damages and or costs by the User or associated third parties resulting from non-availability, interruption or discontinuation of the Service.

Any information or advised courses of action provided by an Officer of the Company is provided in good faith. Any User that relies on information or advised courses of action of an Officer of the Company does so at his or her own risk and indemnifies the Company against any losses, damages and or costs that may arise from acting upon that information or advised courses of action.

ISPACE Internets ADSL cannot be used by any individual or group of persons for any activities of an illegal or fraudulent nature, including any activities prohibited under the Australian Commonwealth Government Telecommunications Act 1989 or under applicable Australian State and Commonwealth laws; and/or any unauthorised use of copyright material.

All software provided by the Company is used by the User at the User's own risk. The User indemnifies the Company against any losses, damages and or costs by the User or associated third parties resulting from the use of software provided by the Company.

The Company shall protect the privacy of the User and expressly informs the User of the privacy rights conferred by the WAIA code of Conduct and Part 13 of the Telecommunications Act 1997. In particular the Company shall ensure that the User's full name and password, payment details, personal details and contact details are not disclosed to third parties except as specifically permitted or required by law.

#### 2. Payment

The User agrees to pay all such charges as are incurred through the setup and usage of the Service including but not limited to monthly charges and registration fees.

Payment of all fees and charges is due on the 1st of the subscription period. Where the Company issues an invoice for Services provided to the User, the User must make payment to the Company within a 5 day period. If the User fails to make payment to the Company by the 1st day of the subscription period or within 5 days of an invoice being issued, the Company may without notice withdraw access to the Service.

All prices are net of any charge, duty, tax or tariff (including value added or goods and services tax or withholding tax) and the Customer shall be liable to pay, or reimburse ISPACE Internets for payment of, any such charge, duty, tax or tariff imposed on the Service by any government authority or third party having the right or authority to levy or impose such charges, duties, taxes or tariffs.

The Company reserves the right to vary the rate of charge at any time by the giving of notice to the User a minimum of 20 days before such charges come into effect.

If the User provides a credit card or direct debit authority, all charges and fees will be debited automatically as and when they fall due unless the Company is instructed otherwise.

#### 3. User Responsibilities

The User shall not use the Service so as to interfere with or disrupt the network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and or viruses, transmission of excessive traffic (such as flood pings), using the network to make unauthorised entry to any other machine assessable via the Service, sending harassing or threatening electronic mail and forgery (or attempted forgery) of electronic messages and or Usenet news postings.

The User agrees to refrain from posting of messages to inappropriate Usenet newsgroups, to refrain from mass, unsolicited e-mailing, to post advertising only where appropriate, and in venues that specifically encourage or allow advertising.

The User hereby indemnifies the Company in respect of any loss or damage claim suit or proceeding against the Company by any person arising out of the use of the service by the User including but not limited to the transmission of any illegal and/or fraudulent material.

It is the User's responsibility to ascertain the full cost of accessing the service, included but not limited to carrier charges imposed by any telephone Company used to access the service.

The use of the service is at the sole risk of the User. The Company only controls and/or monitors the content and information accessed via the service to the extent specifically required by law, and the Company, its agents or its employees shall not be held responsible in any way for any content or information accessed by the service.

The User is responsible for the selection and use of security features and backup of any information or data. The Company takes no responsibility for any information, data, viruses or worms stored on its machines or passing through its network.

The User takes full responsibility for all uses of the service, whether such usage is the result of deliberate and/or negligent action on their part.

The service is not available to any person under the age of 18. The Company may request a copy of identification confirming that the User is over 18 years. If a User allows a minor access to the service, it is the sole responsibility of the User to supervise the minor's activities.

Some of the software that the Company provides is shareware. It is the User's responsibility to ensure that any charges that are payable for use of the software, above and beyond the free trial period, are paid in full to the appropriate entities.

The User shall choose a secure password and ensure that this password is not disclosed to any unauthorised person.

#### 4. General Provisions

The User has personally completed the Application form online or as attached.

This Conditions of Use Policy replaces all previous CUPs and applies to all ISPACE Internets ADSL Users.

Notices shall be in writing and e-mail shall be sufficient written notice, but at the discretion of either the User or the Company notices may also be sent by their choice of post, hand delivery or facsimile. ISPACE Internets shall confirm receipt of e-mail from the User.

The agreement shall be governed by the laws in force in the state of Queensland and each party hereto submits to the exclusive jurisdiction of the Courts of that state.

#### 5. Termination

This agreement may be terminated by either party with the giving of 21 days notice to the non-terminating party.

It is the User's responsibility to notify the Company if the service is no longer required.

The Company reserves the right to temporarily disconnect the User in the event of serious operational faults or security incidents arising through the User's connection to ISPACE Internets ADSL and/or FIX or in the event of continued abuse of this agreement by the User.

The User will be disconnected without notice for serious breaches of these conditions.

Either party is entitled to immediately terminate this agreement by notice in writing to the other party in the event that: an order is made or an effective resolution is passed for the winding up of the other party; or an administrator of the other party is appointed.

The forbearance on the part of the Company from terminating the service on the first date the Company is entitled to do so shall not constitute any waiver of the Company's rights to maintain strict time limits for payment and insist upon standards of User behaviour pursuant to this agreement.

ISPACE Internets reserves the right to terminate membership of any Small Business Partner for any business or other practices which ISPACE Internets considers inappropriate or detrimental to be associated with the ISPACE Internets trading name.

#### 6. Cancelling Contract

Cancelling the service during the contract period will result in the customer being required to pay a \$99 cancellation fee

This policy takes effect on the 1st April, 2007

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