



# *Bribie Island Internet*

## **Service Agreement for Broadband**

### **About this agreement**

1. Your use of the Internet services ("Broadband Service") provided by Bribie Island Internet and our agents (in this agreement referred to as "our", "we" or "us") is subject to the terms and conditions of this agreement.
2. This agreement begins when we accept your registration application and continues until terminated by either party. You must not assign any of your rights under, this agreement to a third party

### **Our obligations**

3. We will provide access to use the Broadband Service at all times, current identification and proper accounting, and notify you by electronic mail of any variation to this agreement or the charges payable by you.
4. We will make all reasonable efforts to ensure continuity of the Broadband Service, however our liability for negligence or downtime due to parts failure or circumstances out of our control causing to provide the Broadband Service or any part of it, is limited at our option to reselling the Broadband Service to you, or crediting for said supply.

### **Our rights**

5. Spam and virus filtering is a free service and generally applied to all email for Internet users using our service. Filters are necessary today and for the good of all users. Subsequently we are not responsible for any loss of email that may be trapped by these filters. Any user not wanting spam filtering can contact support to be added to a white list to avoid such filtering.
6. We may delete any electronic mail message (whether read or unread) where the message has been stored for 30 days or more or where your mailbox storage exceeds 10 Mb, and we may delete any electronic mail messages or disable applications to maintain continued Broadband Service.
7. If we delete any electronic mail messages under these terms we are not required to notify you or the sender of the message(s).
8. We may use information about you for internal accounting, support for connection troubleshooting or product development purposes but we will not disclose this information to outside parties unless you consent to such disclosure or if we are legally required to do so.
9. There are different fee structures for the use of the Broadband Service. You are able to view and select your Plan during registration process and change your Plan at any time. We may vary these Plans by giving one month's notice, and may change your plan to one that better suits your usage.
10. Some Plans may have additional conditions as shown during the registration process which can also be viewed on our web site. You must comply with any additional terms and conditions that apply to the Plan that you select.
11. If in our opinion, you breach any term or condition of this agreement or your connection is deemed to be a threat to the service due to virus or Trojan activity, we may suspend your access to the Broadband Service. You are not entitled to a credit or refund for loss of access during any suspension period.

## **Your obligations**

12. You must nominate a current address and contact phone number and notify us of any changes to your contact details.

13. You authorise us to charge all fees incurred for use of the Broadband Service through your member identification and password.

14. If you provide us with a credit card, you authorise us to obtain information from any financial institution or credit card issuer to verify the credit card details.

15. All accounts are to be paid in advance according to the prescribed Plan. Monthly accounts are renewable by anniversary date and not a fixed day of the month. If manual renewals are made by cash payment, then the user is responsible for renewing their account before the expiry date/hours run out, and to monitor usage using the "check usage" tools provided. If a credit card is nominated for payment, the card will be autobilled/debited for renewals.

16. You are responsible for all equipment and software necessary to access the Broadband Service as well as for the security and integrity of your data.

17. All prices quoted on the Bribie Island Net web site are in Australian Dollars and inclusive of GST. As an Australian resident you authorize us to charge you an amount of GST and you agree to pay the amount of GST at the same time and in the same manner as the fees are payable.

18. You must not use obscene language, abuse, threaten or harass any Bribie Island Internet staff member or agent in person, via the telephone, fax or e-mail.

19. Your use of the Broadband Service is your responsibility and entirely at your own risk. We are not liable for any loss or damage that you or anyone else suffers as a result of using the Broadband Service.

20. You acknowledge that some of the content accessible on the Internet is unsuitable for minors and you warrant that no minor will access the Broadband Service using your member identification and password unless they have your express permission and are under your personal supervision.

## **Limitations**

21. You must not send or disclose your member identification or password to anybody other than us. You must not store your member identification or password in any form, whether coded or uncoded, in a location where it is capable of being read by anybody other than yourself.

22. You must not resell the Broadband Service (or any part of it) without prior written permission, or permit any other person, other than adult members of your household or others with your express permission and under your personal supervision, to use your membership identification and password to access the Broadband Service. You accept responsibility for all aspects of use of the Broadband Service by all persons using your member identification and password.

23. You must not use the Broadband Service for any activities which breach any laws or infringe a third party's rights. You must not use the Broadband Service in a way which interferes with other users or defames, harasses or menaces anyone. You must not use the Broadband Service to send unsolicited or unwelcome electronic mail messages to anyone. You must not use, allow to be used or install any methods, devices or programs designed to probe, impair, deprive or foil any Internet service of their functions, billing or revenue.

24. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to the use of the Broadband Service by you or any other person using your membership identification and password.

25. The sending of unsolicited email or bulk spamming while connected to our service or indirectly by stealth(traceable to our IP range) is strictly forbidden. Any breach of this rule may result in immediate cancellation of the account with a demand made for the payment of applicable restoration or data costs as decided by us.

**Termination**

26. Contracts terminated inside the term of the contract may be subject to payment in full and/or a disconnection fee.

27. Contracts terminated outside of the contract period require 30 days notice and will not incur a disconnection fee.

**General conditions**

28. Accounts are to be paid monthly whether used or not. Accounts in arrears for more than 7 days may be suspended.

29. Accounts remaining unpaid for more than 14 days may be disconnected and a disconnection fee may apply.

30. We may assign any of our rights and obligations under this agreement at any time by giving you notice.

31. We may vary any terms or conditions of this agreement at any time. If we vary the terms and conditions in a manner which we reasonably consider would cause detriment to you we may do so by one month's notice to you. Your continued use of the Broadband Service after such notice will constitute acceptance of the variation.

32. Notices under this agreement must be sent by prepaid ordinary post, by facsimile or by electronic mail, unless we specify an alternative means of giving notice in order to verify your identity.

33. This agreement is governed by the law in force in the State of Queensland, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them for determining any dispute concerning this agreement.

**Service number:** .....

**Service address:** .....

**Contract term:**     6 months       12 months       24 months

**Connect speed:**    256k       512k       1500k       512/512k

**Download Mb:**     200     500     1,000     2,000     5,000     10,000

Signed by: .....

Dated: .....

Signature: .....