

# Internet Terms & Conditions

## Computers Mobile Terms and Conditions:

**1.** The Customer is the person named in the "Personal Details" section. By clicking on the check box on our signup page labeled 'YES, I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS', you will be requesting Computersmobile to provide to the Customer a residential internet dial-up / broadband service, together with associated services and software such as email facilities, web space and customer support ("the Services"). If ComputersMobile chooses to provide the Services to the Customer, the Customer agrees to be bound by these terms and conditions.

**2.** The Customer has requested ComputersMobile to provide him or her with Internet access and Computersmobile agrees to do so on the terms and conditions set out below.

**3.** By entering into this agreement, the Customer represents to Computersmobile that he or she is at least 18 years old. Computersmobile may immediately terminate this Agreement if it comes to the attention of Computersmobile that the Customer is less than 18 years old.

**4.** ComputersMobile will provide to the Customer access to the Internet and use of zero or more e-mail accounts ("the Customer Account(s)") via a designated login identification ("Customer Login").

**5.** The Customer and members of the customer's household are the only individuals who are authorized to use the Services.

**6.** The Customer Must ensure that all use and users of the Services comply with this Agreement; and is liable for all use of the Services.

**7.** The Customer is responsible for supervising all persons under the age of 18 years who use the Services. ComputersMobile does not guarantee the suitability of material able to be accessed through the Services and recommends that Customers who have concerns in relation to Internet content accessed by children provide supervision or acquire filtering software.

**8.** The Customer must keep safe and confidential any access numbers, codes, passwords or other security information provided to them by ComputersMobile and notify ComputersMobile without delay of any disclosure of which he or she becomes aware.

**9.** The Customer is responsible for providing and maintaining all equipment and software necessary to access the Services.

**10.** The Customer must pay the Fees for the hours of Services to which he or she subscribes and any Additional Charges for excess Services, calculated in accordance with the pricing plan selected by the Customer, as set out on the ComputersMobile website.

All Fees are payable in advance, and Additional Charges are payable within **SEVEN** days of delivery of an invoice to the Customer by or on behalf of Computersmobile via e-mail. ComputersMobile may charge a late payment fee as well as interest at a rate of 10% per annum on any overdue Fees and Additional Charges from the date they fall due until the date of payment, inclusive.

**11.** As accounts are billed in advance, if the customer utilises the service during any billing period then it is deemed that the account is valid for the invoiced period and all monies are to be paid for that period in full.

**12.** The Customer agrees to pay all taxes, duties, or levies, including any goods and services tax, which are incurred or payable by ComputersMobile in providing the Services, whether or not they were applicable at the time this agreement commenced. The Customer authorises ComputersMobile to increase the Fees and Additional Charges to include any additional or changed taxes, duties or levies from such time as the relevant tax, duty or levy comes into operation and in such amount as is applicable in accordance with the law.

**13.** To the extent permitted by law, ComputersMobile will not be liable for any defect in the provision of Services which is caused by a reason beyond the reasonable control of ComputersMobile. In particular (but without limitation) the Customer acknowledges that: continuity and connection speed of the Customer's Internet access depends on a wide range of factors, many of which are beyond the control of ComputersMobile. ComputersMobile has no control over the accuracy or appropriateness of any information on the Internet. ComputersMobile is not responsible for any software available on the Internet. The Customer's Internet access may be interrupted by a variety of factors, including, but not limited to, equipment failure, the need for routine maintenance, and peak demand. Connection speeds at the maximum theoretical speed of the Customer's equipment may not be achievable in practice.

**14.** Computersmobile will use reasonable commercial endeavours to provide the Services continuously. However, ComputersMobile makes no guarantees that access will be available at all times and, to the extent permitted by law, will not be liable for any losses whatsoever that may be incurred as a result of the unavailability of the Services. The Customer acknowledges that there may be a reduction in availability during periods of maintenance and enhancement of the Services.

**15.** The Customer indemnifies ComputersMobile against any liability, claim, action, suit, demand, loss, cost or expense whatsoever (including third party claims) arising out of or in any way connected with a breach of this Agreement by the Customer, or use of the Customer Account(s), or the Customer Login.

**16.** The Customer must comply with the Rules made by ComputersMobile from time to time, including (without limitation) rules as to conditions of use and terms of payment. The Rules, as varied from time to time, will apply as if they were set out in full as terms of this agreement. In particular, the Customer must comply with the Acceptable Use

Policy (which forms part of the Rules and is set out here).

**17.** ComputersMobile may alter the Rules at any time by written notice to the customer. A copy of the Rules certified by an officer of ComputersMobile is conclusive evidence of the Rules applicable at any time.

**18.** The Customer must not do anything which may damage ComputersMobile equipment, software, setup or services.

**19.** The Customer acknowledges that to the extent permitted by law Computersmobile will not be liable for the Customer and the Customer releases Computersmobile from any liability in relation to: (a) The accuracy, appropriateness or lawfulness of any information on the Internet, or (b) any software obtained through the Internet, or (c) any email transmissions, or (d) any malicious code or activity delivered via the Internet. It is the Customer's responsibility to evaluate the accuracy, completeness, usefulness, appropriateness and lawfulness of all opinions, advice, services and other information and the quality and merchantability of all merchandise provided through the Services or on the Internet generally.

**20.** The Customer's use of the Services and the Internet is entirely at the risk of the Customer. ComputersMobile does not guarantee that the Services or material accessible via the Services are free of viruses, worms, trojan horses, or other harmful components.

**21.** To the extent permitted by law, the Customer must not use the Services to annoy, harass or harm other Internet users; or for any unlawful purpose or in any unlawful manner; or to access or transmit explicit materials; or for any other purpose that may be prescribed by ComputersMobile or by applicable laws from time to time.

**22.** Any IP Address allotted to the Customer by ComputersMobile, whether as a static address or dynamically allocated, remains the sole property of ComputersMobile, and may be changed or revoked by ComputersMobile at its discretion at any time, and is not transferable.

**23.** The Customer, and not ComputersMobile, is liable for any telephone service charges incurred in respect of any telephone line used by the Customer to dial up ComputersMobile's equipment and/or to use the Services.

**24.** ComputersMobile may terminate or suspend the provision of Services immediately if the Customer breaches this agreement or the Rules, or fails to promptly pay any money owed to ComputersMobile.

**25.** Subject to paragraph 23, either party may terminate this Agreement by providing 14 day's notice to the other party. Termination by the Customer does not preclude ComputersMobile from taking action to recover any money owing to it at the time of termination.

**26.** Pursuant to Australian state and federal consumer legislation, the Customer may have additional rights beyond those set out in these Terms and Conditions. Also, such legislation may imply additional terms or warranties in these Terms and Conditions which cannot be varied. Nothing in these Terms and Conditions is intended to be inconsistent with, or vary, such rights, terms or warranties.

**27.** The Customer authorises ComputersMobile to delete without notice and without liability to ComputersMobile any material found on the equipment owned or controlled by ComputersMobile which is unauthorised, unlawful, obscene, excessive in volume, uncollected for an excessive period, in an unauthorised place or dangerous, or as ComputersMobile otherwise sees fit without providing any reason. Notwithstanding this paragraph 26, the Customer acknowledges that ComputersMobile is not obliged to monitor, review or edit any materials located on its equipment.

**28.** ComputersMobile may make and keep any record it requires for the purpose of fulfilling its obligations under this Agreement or the Rules or for the operation of the Services.

**29.** These terms and conditions and the Internet Access Registration form the Rules and the Acceptable Use Policy form the entire agreement between the parties ("the Agreement"), and neither party relies on any term, condition, warranty, collateral contract, representation or promise set out in any other document, save for the provisions of any applicable legislation. Where there is an ambiguity between the various documents forming the agreement the following order of precedence shall apply: (a) These terms and conditions (b) the Acceptable Use Policy (b) other Rules (c) the Internet Access registration form.

**30.** Any notice given about any matter concerning this agreement may be given by facsimile, email or post at the last facsimile number, email or postal address notified to the sender and is deemed to have been received at the time when it would have arrived in the ordinary course of the relevant type of transmission. Notice may be given to the Customer through the Customer Account. The Customer is responsible for notifying ComputersMobile of any change to his or her contact details.

**31.** The Customer must not transfer, assign, sell or share his or her rights or obligations under this agreement, except as authorised by ComputersMobile in writing.

**32.** If ComputersMobile fails to enforce strict performance of any provision of this Agreement it will not be assumed to have waived the performance of the provision.

**33.** The parties submit to the law of Victoria, Australia in relation to the interpretation of this Agreement, or any dispute arising out of it.

**34.** Although ComputersMobile dial-up services are available to 98% of Australians for the cost of a local call, it is the Customer's responsibility to check that calls made

between the Customer's telephone service and the ComputersMobile access number used by the Customer are local calls. Despite the best efforts of ComputersMobile and its staff, it is possible that the Customer may not be using the correct dial-in number to ensure local call access.

**35.** In some cases, the Customer may need to use the Telstra 1411 call prefix to ensure a connection is available between the Customer and ComputersMobile.

**36.** ComputersMobile reserves the right to disconnect or separate into a separate pool the users that stay connected to the Service continuously for an unreasonable amount of time, or download or upload an unreasonable volume of data, given the purposes for which the Service is provided to you and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).