

**TEKSUPPORT Pty Ltd INTERNET ACCESS TERMS AND CONDITIONS
(Your 'Internet Service Provider')**

1.0 GENERAL

1.1 Definitions

- 1.1.1 "Teksupport" means Teksupport Pty. Ltd. ACN 006 101 533;
- 1.1.2 "Internet Network" means the Internet Worldwide Computer Network;
- 1.1.3 "Services" means the Internet Network services and ancillary services Teksupport has agreed to supply to the customer.

- 1.2 These conditions can only be varied in writing signed by Teksupport and prevail over conditions contained in any other document.
- 1.3 Nothing in these conditions shall be read or applied so as to exclude, restrict or modify any condition warranty, guarantee, right or remedy applied by law (including the Trade Practices Act, 1974) and which by law cannot be excluded, restricted or modified.
- 1.4 Each provision in these terms and conditions is severable. If a Court determines that any provision is unenforceable, illegal or void then the Court may sever that provision which becomes inoperative and this will not affect the remaining provisions.
- 1.5 The law of this agreement is the law of Victoria. The parties submit themselves to the jurisdiction of the Courts of Victoria for all proceedings arising under this agreement.

2.0 CHARGES

- 2.1 The charges are those listed in Teksupport's current schedule of fees. This schedule forms part of these terms and conditions.
- 2.2 Teksupport may alter the charges at any time by giving the customer one months written notice. The new charge shall not apply until after the termination of any period for which payment has been made in advance.

3.0 PAYMENT

- 3.1 All charges are to be paid in advance.

4.0 UNUSED TIME

- 4.1 It is intended that prepaid hours be used up within the period for which they have been purchased ("the usage period").
- 4.2 Teksupport may in its discretion extend the usage period.
- 4.3 In no circumstances will the usage period be extended by a period greater than the usage period.
- 4.4 Any hours paid for but not used within the usage period or if applicable the extended usage period may no longer be used and the customer is not entitled to any refund.

5.0 EXCESS TIME

- 5.1 Time used during any part of the usage period in excess of that permitted ("excess time") must be paid by the customer immediately on receipt of invoice.
- 5.2 Teksupport at its option may reduce the unused proportion of any charges paid in advance by the amount of any excess time.

6.0 WARRANTY/LOSS OR DAMAGE

- 6.1 All care will be taken to ensure services are of the highest quality and standard. The customer acknowledges that access to the Internet Network cannot be guaranteed at all times and delay may occur as a result of interruptions including line breakdown, normal maintenance problems or the level of line usage.
- 6.2 The liability of Teksupport for a breach of a condition or warranty implied by Part V Division 2 of the Trade Practices Act 1974 or any similar or corresponding legislation in any State or Territory is limited in the circumstances permitted by such legislation to the re supply of services.
- 6.3 Teksupport is not liable for any loss or damage including any consequential loss or damage suffered by or occasioned to the customer whatsoever, whether the loss or damage is in any way caused by or attributable to the negligence of Teksupport, its servants, agents or contractors or whether the loss or damage is caused by or attributable to a failure of or delay in delivery of services.

7.0 INDEMNITY

- 7.1 The customer indemnifies Teksupport against any loss or damage of any nature whatsoever incurred or suffered as a result of or in relation to any claim made or legal proceedings instituted against Teksupport by a third party arising out of the use of the services by the customer.

8.0 TRANSFER

- 8.1 Teksupport may transfer its interest in this agreement.
- 8.2 The customer will not transfer its interest in this agreement without the written consent of Teksupport.
- 8.3 "Transfer" includes sharing access rights to services with any third party.

9.0 CUSTOMER'S WARRANTIES

- 9.1 The customer warrants:
 - 9.1.1 not to use services to access any computer without authority whether for the purpose of damage to the computer or data contained in it, observation of data, copying of data, deletion or modification of data or interfering with the or efficiency or use of that computer;
 - 9.1.2 not to use services in such a manner as to damage or interfere with the efficiency or use of a computer or data;
 - 9.1.3 not to use services for obtaining or delivering data in breach of copyright;
 - 9.1.4 not to load onto any computer any material known or suspected to be subject to any virus or worm which may have a detrimental effect on the Internet Network;
 - 9.1.5 not to store or nor allow to pass through the Internet Network any data that contravenes the law of Australia or any State including laws relating to the production, distribution and display or pornographic material;
 - 9.1.6 to be vigilant and to regularly check data to ensure that it does not violate any Australian law.

10.0 TERMINATION

- 10.1 Teksupport may terminate the customer's service immediately by notice in writing for any breach by the customer of this agreement.
- 10.2 Either party may terminate this agreement by serving 30 days written notice on the other. If the notice is served by Teksupport then Teksupport will reimburse to the customer the unused proportion of any charges paid in advance.

The following User Account has been setup during the installation procedure

User Code

@ mail.teksupport.net.au

Initial Password

customer signature

FAX COMPLETED FORM to: (03)97626293