

**TERMS AND CONDITIONS OF REGISTRATION WITH
ASTRON COMMUNICATION AND INFORMATION SERVICES PTY LTD
FOR
Dial Up INTERNET SERVICE**

1. Our Services to You

Thank you for becoming a registered subscriber to Astron Communications and Information Services Pty Ltd (astron.net herein) for Internet access services. Once you have used our Internet access service it is evidence that you have read and accepted the terms and conditions contained in this document.

2. What we provide to you

For a contract period of 12 months, we agree to provide Internet access to you through our host computers but only on the following basis

- We will provide you with an identification code (your username and password) to enable access to our service.
- We will make genuine and commercially reasonable efforts to make the services you have subscribed for available to you 24 hours a day (other than on a permanent connection basis) and, if the system malfunctions, to restore those services as soon as reasonably possible.
- But in spite of those efforts, we cannot provide or restore the service (even if the failure is our fault) we are not liable to you. This is explained in the section entitled "Limits on our Liability".
- The reasons for these limits on our service levels are because:
- We do not own or control all the facilities and communication lines necessary for access, and therefore, we cannot guarantee that the service will be uninterrupted or error free.
- You may not use our services for purposes we do not know about and have no control over.

3. Cancellation fee

Equivalent to 1-month access fee applies should you terminate the contract before the 12-month contract period.

4. Your obligation to pay us

In return for access to our service, you agree to pay the specified subscription and other charges (as specified in our marketing material, website and sales material) In particular, you agree as follows:

- You will be billed the monthly fee one month in advance at the beginning each month, Payment of the invoice is due within 14 days of issue date. If the account is not paid by the due date you will be contacted by astron.net, which, in case of debt recovery, Astron.net is entitled to recover any additional costs from you.
- If your account is overdue for a period of 1 month or more, your account will be closed and your details referred to our debt collection agency or credit reference agency without notice to you.
- You also agree to pay our reasonable costs incurred in recovering outstanding amounts from you including debt collection and legal fees.
- Where total debt collection agency costs, legal and other costs arising from collection of any amount owing by you exceed the debt collection fee charged, you agree that our debt collection agent is also entitled to recover those additional costs from you.

You agree to give us not less than 30 days written notice that your account is no longer required. Until we receive this notice you are responsible for anything done with the services to which you have subscribed. Any charges incurred through the use of those services are payable by you whether you authorised them or not. For means of giving us notice see "Communications and Notices".

5. Refunds

Our refund policy is as follows:

- At our discretion, if we consider that you have received poor service from us we may provide a credit to you.
- If you subsequently close your account, that credit will be carried over should you choose to reopen that account within three months.

6. Your Use of our Services

We provide a passive interconnection service. We do not own or control the various sites or offerings available through the Internet or the facilities and information line through which access is provided. In using our services you agree to the following:

- You will maintain the security of your accounts and password. You agree to change your password when requested to do so by us.
- As we do not own or control all of the various facilities and communication lines through which access may be provided to you, we are not responsible for security.
- Each dial-in account may only be used from one machine at any one time.
- You agree not to use the service to breach anyone else's rights or to break the law. By way of example only, this means, without the owner's clear permission, using our services to download or transfer any copyright programs, files, picture, trade names, trade marks or brands, moving images (such as cartoons, films or videos) or sound or music, or anything else owned by someone else.
- You agree that you will not cause or help to cause the security or integrity of this or any other linked computer system to be compromised whether by way of hacking, introducing harmful code or in any other way.
- You agree to be a responsible citizen of the Internet. This means that you must respect the privacy of other Internet users. You agree that any messages you post to the Internet such as to news groups or Internet Relay Chat (IRC) will be posted only to discussion topic areas and not for advertising purposes. Any "one-to-many" Internet communications used for advertising purposes, whether IRC email or other link or medium is a serious breach of these terms and conditions. If you do not comply with this requirement you will be immediately disconnected from our service without warning. You agree to pay us upon demand any costs or losses incurred by us as a result of your using our service in those ways.
- The customer must ensure that the Services using your account details, and any of your content placed on or through our World Wide Web, FTP, news or email servers, does not infringe any applicable laws, including laws relating to: censorship; gambling; spam; trade practices and fair trading; copyright and other intellectual property rights; and defamation.
- Astron provides Internet services (ADSL or Dial Up) to customers subject to a Reasonable Use Policy. Astron reserves the right to suspend individual Astron customers, if they commit online crimes such as DOS attack or SPAM. Astron reserves the right to block inbound ports so customers cannot host services. If the customers are using any ports for hosting servers related to Games, FTP, File Sharing e.g. Kazza, Web Hosting, Mail Relay, Web Servers etc. and any other incoming ports related services which could affect the overall Astron Services for customers as a whole or if the port affects any external user on the WWW, or Astron is requested to by another TIO member, or external law enforcement agency then Astron will block the ports. If we choose to block these ports we will advise our customers on the nominated email address after such blocking has taken place. Astron reserves the right not to allocate static IP's (for ADSL service) and we reserve the right to change the IP address at our discretion at any time without notice. If any particular customer's traffic profile for uploading & downloading is not similar to the average

usage of the customers in their local area or it exceeds 10G (ADSL service) in any month then Astron reserves the rights to traffic shape the customer's service to conform with the average usage of the customers in their local area.

- If you do not follow these rules and we are sued or suffer loss you agree that we can recover our costs and losses directly from you upon demand.

7. Email

Our email service is important to you and our other subscribers. As a condition of your use of our email service you agree as follows:

- You agree to remove your email from our mail server promptly and to keep the space used by your files on the system below 10 megabytes. We have the right to remove email data in excess of 10 megabytes left by you on our mail server. If you have not made a special arrangement with us, we will not be liable for any loss of data because of your failure to housekeep your email.
- You agree not to send multiple, unsolicited email (SPAM or UCE), to single or multiple users whether or not this is for business purposes.
- Generally, you agree to obey the developing rules of Netiquette. These are the general rules of good and considerate behaviour on the Internet as a world wide and open community. Any failure to obey these rules will result in a warning. If we consider the breach sufficiently serious (at our discretion) you agree that we may disconnect your service without liability to you.
- Email enables a rapid, immediate and widespread response. You must not use the email service for communication, which is defamatory, or contrary to generally accepted community standards of behaviour or good taste. While we do not intend to be a censor, we have the right, at our discretion, to decide what those standards are and to review your use of our services at any time and to disconnect you if we consider that you have breached these standards. If you defame anyone through your use of the email service and we are sued, you agree that we have the right to recover all costs and losses incurred by us as a result of your action from you directly upon demand.

8. Confidentiality

- We each agree that the Internet is a medium, which lacks consistent security, and confidentiality and we have the right to check your use of the system.
- We will take reasonable commercial efforts to protect your confidentiality. However, you should assume that your use of our services is not confidential. If we consider in our discretion that your use of our services is defamatory, contrary to accepted community standards or illegal you acknowledge that we have the right to disclose those activities to any person including the news media and the police.
- We can check your use of the system for the purposes of ensuring that your use is not breaching these terms and conditions or for assessing any charges which may be payable by you.

9. Use of Personal Information

If you are an individual, when you complete your application for our services you authorise us, and our agents to collect information about you and hold it at our head office. We will use this information for statistical analysis and to provide services to you and for marketing, private development and research purposes. You authorise us, and our agents to supply and disclose personal information as to your credit-worthiness. Personal information about you may be used to enable us, our agents and third parties selected by us to access, maintain, investigate or market products or services. Under the provisions of the Privacy Act 1993 you may request access to and correction of your personal information. Requests must be in writing, which includes email. We may charge a fee for the reasonable costs incurred in responding to these requests but we will disclose the costs to you before those costs are incurred.

10. Other Things that we Can Do

We can terminate any of the services that you have subscribed for without notice or liability to you if you breach these terms and conditions.

Subscriber use of our services may sometimes result in overload. In addition to prohibiting "leased lines" or permanent connections on our flat rate accounts we have the right to share services amongst all subscribers on a fair basis by automatically disconnecting any user after 4 hours of continuous or cumulative use or after 45 minutes of inactivity, to be determined at our discretion. If you are disconnected for this reason you will be able to reconnect without penalty.

If your account is overdue at the time of disconnection, you may be unable to reconnect for a minimum period of three hours. This allows customers who pay their accounts on time to receive a relatively better grade of service than those who do not.

We can refuse you a subscription to our services and do not need to give a reason for that refusal.

11. Communications and Notices

- We can change or remove any of these terms and conditions at any time. These changes include alterations to our pricing structure.
- We will inform you by email or posting a message in the appropriate location on the system which includes (but is not limited to) posting a message on the world wide web on our home page.
- Once we have posted the email or other message you are deemed to have received it, and if you have not terminated your subscription within 30 days or if you continue to use the services afterwards you are deemed to have accepted the change.

12. Internet Surprises

Internet services allow access to material, which may be the subject to copyright, third party ownership, or unreliable or offensive material. You access such material at your own risk and we are not responsible in any way for your accidental or deliberate accessing of that material.

13. Limits on our Liability

- By using our services you do so at your sole risk. We do not warrant that our service will be uninterrupted or error-free. We do not make any warranties to the results to be obtained from the service or information or the experiences had with the Internet, which is a matter of your own assessment given its unique nature. We distribute our service on an "as is" basis without warranties of any kind, either express or implied.
- In particular, we are not liable to you – whether in contract or tort or under any other legal principle – for any direct or indirect losses or damages of any kind. These damages include but are not limited to loss of business, profits, work stoppage, computer or software failure or malfunction or any other damage or loss. Your exclusive remedy against us is to cancel your subscription.
- If you are using our services for personal, household or domestic use, this limitation may not apply to you and you have the rights and remedies available under the Consumer Guarantees Act 1993.