

Standard Terms and Conditions – Residential ADSL

Astron Communication and Information Services Pty Ltd ABN 50 74649228 (hereinafter referred to as Astron) and the Customer, accept, without limitation or qualification, these terms and conditions;

- Any support, maintenance and/or consulting by Astron to the Customer, after the initial period shall be regarded as separate to this agreement and shall be provided by way of a 1900 number and will be at the customers cost The initial period will be before the first 5 days of the contract and shall ensure that the service is operational so long as the customer has followed the instructions fully and installed the service correctly. The Customer is responsible for any expenses relating to, but not limited to cabling, configuration, reconfiguration and/or modifications to the Customer's equipment.
- Equipment provided by Astron to the Customer is covered by a 6 month warranty.
- Subject to Astron's Standard Terms and Conditions, the provision of services will be ongoing until terminated by either party giving 30 days notice in writing. If the Customer terminates this Agreement before the expiry of the Initial Contract Period, the Customer will be liable to pay \$70.
- If the Customer fails to comply with any of the conditions set out in this Agreement and/or with Astron's Standard Terms and Conditions, Astron may terminate this Agreement immediately by giving written notice. On termination, the Customer's right to use the ADSL Service ceases immediately and Astron will not be liable for any loss or damage suffered by the Customer.
- The Customer agrees and understands that in some cases it may not be possible to provide the ADSL Service and in such an event both parties will be released from their obligations under this Agreement and Astron will have no liability to the Customer. The Customer accepts that some services offered by the Third Party Carrier's Network infrastructure are incompatible with the ADSL Service and may not be available to the Customer, after connection to the ADSL Network.
- The Customer acknowledges that Astron cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within the Third Party Carrier's Network infrastructure.
- Customers use the ADSL Service at the Customers own risk and Astron takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against Astron, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the ADSL Service and Astron's mail service.
- Astron will use its best endeavours to make the ADSL Service available to the Customer 24 hours a day, 7 days a week. The Customer acknowledges that Astron cannot guarantee uninterrupted service, the speed, performance or quality of the ADSL Service. The Customer further acknowledges that the ADSL Service is not fault free and there may be interruptions and/or access problems from time to time as Astron depends on the performance of Third Parties over which Astron has no control and therefore can accept no liability for problems that may arise from the service.
- The Customer agrees to direct all queries regarding faults and outages of the ADSL Service to Astron. The Customer is liable for any inquires to Third Party service providers or Telstra. Astron will invoice the customer for any cost incurred by the customer calling Telstra for any help or queries relates to the ADSL service.
- The Customer's equipment must conform to the minimum requirements for the provisioning of Astron's ADSL Services.
- The Customer agrees that information concerning the Customer will be held by Astron and may be used to enable both parties to perform obligations defined in this Agreement and any other agreements between Astron and the Customer.
- This Agreement shall operate and be binding upon the parties from the date of its execution.
- The Customer agrees that Astron may increase its charges by any new or increased Government taxes, charges, fees, duties or other imposts.
- The Customer agrees to pay charges for the ADSL Service in accordance with the Astron Internet Price List. The Customer understands that these charges might be altered from time to time by Astron giving 14 days notice of such alterations to the Customer in accordance with this Agreement. However, Astron will not increase the access charge payable by the Customer during the Initial Contract Period.
- The Customer agrees to nominate an existing standard telephone service for delivery, of the ADSL service and the Customer will continue to be responsible for all costs of the nominated service to the Customer's existing carrier or to the carrier of the Customer's choice.
- The Customer must not create any conflict with the normal operation of the ADSL Service or any related facility of service.
- The Customer is responsible, for all usage charges in respect of the use of the ADSL Services whether or not such usage was authorised. It is the Customer's responsibility to maintain the security of the means of access to the ADSL Services and to ensure unauthorised use does not occur.
- 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.
- The Customer agrees that if Astron is asked to investigate a breakdown in the service and upon investigation it is found that the fault is not due to Astron's equipment then the Customer agrees to pay Astron its standard hourly rate for time and travel as indicated in Astron's Standard Terms and Conditions.
- Astron reserves the right to terminate the service immediately and recover all monies owing, including the cost of recovery, when payments are overdue.
- Astron assumes no responsibility or liability arising neither from the content nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information. You are prohibited from posting or transmitting any unlawful, threatening, libellous, offensive, obscene, scandalous, inflammatory, pornographic, or other materials that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law.
- Astron reserves the right to suspend or terminate, with or without notice, any Customers' account, which in Astron's opinion, directly or indirectly is involved in activities, which are detrimental to Astron's Internet service or jeopardise the use of Astron's service or its performance for other customers or how the wider community will perceive Astron This includes, but is not limited to 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses, customers listed or cause the listing of Astron or its Customers on any Real-time Black List, e-mail bombing and the use of bulk e-mail programs to unsolicited recipients, commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages, attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups and other online facilities.
- Astron has the right to recover revenue from the Customer for any costs incurred for damages and/or repairs and/or maintenance and/or loss of business caused by, or resulting from, any of the above activities (clause 20 and 21).
- The Customer must not use the Astron service in a way or post to or transmit to or via the Astron service any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other customer from using or enjoying the Astron service. The Customer must not use the Astron service to send unsolicited electronic mail messages to anyone. The customer must not attempt any of these acts or permit another person to do any of these acts.
- Astron reserves the right to suspend without notice any Customers' account involved in offensive and/or illegal activities under State and/or Federal laws. In such a case the relevant law enforcement agency (ies) will be notified, and where possible offending material(s) passed on.
- Astron is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss, corruption or destruction of data or for any other type of indirect or consequential loss or damage whatsoever, as a result of using this service.
- Astron shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.
- 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.