



Terms and Conditions for User Access

This agreement represents the complete agreement and understanding between *Internet Express/Zircon Systems Pty Ltd*, its affiliates and owners, and the account holder (hereinafter called User) and supersedes any other written or oral agreement. Upon notice published on-line (<http://www.ix.net.au/terms.htm>) *Internet Express/Zircon Systems Pty Ltd* may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change services offered.

If you do not agree to these terms and conditions, please notify our Accounting Department at (02) 6332 9999 during normal office hours so we can terminate your account. Failure to notify *Internet Express/Zircon Systems Pty Ltd* shall constitute your approval.

1. All individuals accessing *Internet Express/Zircon Systems Pty Ltd* represent to *Internet Express/Zircon Systems Pty Ltd* that they are 18 years of age or older. Certain material available on the internet through *Internet Express/Zircon Systems Pty Ltd* may not be suitable for individuals under the age of 18.
2. User understands further that the internet contains unedited materials some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. *Internet Express/Zircon Systems Pty Ltd* has no control over and accepts no responsibility whatsoever for such materials.
3. Information transmitted through *Internet Express/Zircon Systems Pty Ltd* and through the Internet in general is not confidential. Therefore, *Internet Express/Zircon Systems Pty Ltd* can not and will not guarantee privacy or guarantee protection of any user. We reserve the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of the Company. We will not disclose any information about any User unless required by court order, subpoena or other legal request, or upon the advice of counsel.
4. *Internet Express/Zircon Systems Pty Ltd* exercises no control whatsoever over the content of the information passing through it. Use of any information obtained via *Internet Express/Zircon Systems Pty Ltd* is at your own risk. Neither *Internet Express/Zircon Systems Pty Ltd* nor any of its licensors, employees or agents warrants that the service will be uninterrupted or error free; nor does *Internet Express/Zircon Systems Pty Ltd* or its licensors, employees or agents make any warranty as to the results to be obtained from use of the service. The service is provided on an "AS IS" basis without warranties of any kind, either express or implied including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or use. Neither *Internet Express/Zircon Systems Pty Ltd* nor anyone else involved in creating, producing or delivering the service shall be liable for any indirect, incidental, special or consequential damages arising out of the use of the service or inability to use the service or out of any breach of any warranty. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of *Internet Express/Zircon Systems Pty Ltd*, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.
5. User agrees to indemnify and hold without harm *Internet Express/Zircon Systems Pty Ltd*, its officers, employees, agents, directors, shareholders and other Users from any and all claims, damages, expenses (including legal fees) and liabilities resultant from any and all use of the User's account whether authorised or not authorised.
6. *Internet Express/Zircon Systems Pty Ltd* Internet connections and all other services provided to the user by *Internet Express/Zircon Systems Pty Ltd* may only be used for lawful purposes. Transmission or storage of any information, data or material in violation of any Australian Federal or State regulation or law is prohibited. This includes but is not limited to: copyrighted , material legally judged to be threatening or obscene, or material protected by trade secret. User agrees to indemnify and hold harmless *Internet Express/Zircon Systems Pty Ltd* from any claims resulting from your use of the service which damages you or another party.
7. The right to use *Internet Express/Zircon Systems Pty Ltd* is not transferable. Accounts are for your use only! User is responsible for the confidentiality of user's passwords. Loaning your account to others, connecting a system used by multiple persons, group use of user logins, and consuming more than one modem line are explicitly prohibited. All account are limited to one login session per account at any one time unless a holder of a multisession account. Violation of this policy will be dealt with as theft of service and may be prosecuted under civil and criminal law.
8. *Internet Express/Zircon Systems Pty Ltd* services should not be used to send unsolicited advertising or promotional materials to other users and networks. any breach of this will result in the offending account being cancelled without refund. Electronic mail and appropriate USENET newsgroups may be used in the conduct of legitimate businesses. *Internet Express/Zircon Systems Pty Ltd* DOES NOT ALLOW users to run Maillist, Listserv

or any form of auto-responder from a users shell. Processes that run or are activated while the user is not logged in are also NOT ALLOWED. Continued harassment of other individuals on the Internet after being asked to stop by those individuals and *Internet Express/Zircon Systems Pty Ltd* will not be tolerated. When *Internet Express/Zircon Systems Pty Ltd* becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorised activity, *Internet Express/Zircon Systems Pty Ltd* may suspend access to services to the account in question. Confirmation of violations may result in cancellation of the account and/or criminal prosecution. The account suspension may be rescinded at the discretion of *Internet Express/Zircon Systems Pty Ltd* following payment of a reconnection charge.

9. *Internet Express/Zircon Systems Pty Ltd* will not liable for any charges incurred by the customer for dialling into the wrong dialup number, It is the customers responsibility to ensure that the dialup number they are using is the correct one for their location, If you are unsure please refer to the dialup numbers supplied on *Internet Express/Zircon Systems Pty Ltd* website then contact your telephone carrier to ensure the number is local to you area.
10. *Internet Express/Zircon Systems Pty Ltd* reserves the right to close any account that is deemed to be inactive, Some casual accounts may be subject to an account keeping fee which will charged to the customers account monthly, If a customers account is greater than the account keeping fee the account keeping fee may not be charged.
11. Use of this account to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Users will abide by all the rules, regulations and policies of those networks and computer systems accessed via this account. If the User is unsure of those policies, it is the User's responsibility to ascertain said policies.
12. *Internet Express/Zircon Systems Pty Ltd* will provide technical support for the standard Internet related applications such as DUN, WWW Browser & Email Clients but will not provided support for any 3rd party application Installation or Problem solving,, Technical support is generally conduction via Telephone or through the technical support email system if for any reason problem is unable to be resolved over one of the previous mention methods the customer may be required to take their system to *Internet Express/Zircon Systems Pty Ltd* or an authorised connection agent for a partial or full reinstallation which will be subject to a reinstallation fee. Any support or work required that is outside of *Internet Express/Zircon Systems Pty Ltd* standard free technical support may be charge at the standard payable Customer Service Centre rate.

13. PAYMENT TERMS:

- The User is responsible for any and all fixed and accumulative charges for this account. The first month service fee (or other available billing period selected) is due upon account setup. Each month (or other billing period selected), on the date of the application, the account will be charged the monthly access and any other fees for the new month plus any accumulated charges for the past month. Unused free hours do not accrue from one month to the next. Failure to use this account(s) does not relieve the user of payment obligations.
- Credit Card customers agree to allow *Internet Express/Zircon Systems Pty Ltd* to bill such card on each successive billing date without obtaining the user's permission after the initial charge. Credit Card customers shall notify Internet Express/Zircon Systems Pty Ltd of any changes in Credit Card Number or expiration date. If the card is not honoured for any reason Internet Express/Zircon Systems Pty Ltd will attempt to notify the card holder by email if this method is unavailable for any reason *Internet Express/Zircon Systems Pty Ltd* will call the card holder ONE time using the detail that was supplied upon account creation, if alternative billing has not been established within seven (7) days the account will be suspended. Re-establishment of the account will be subject to a reconnection fee, If for any reason *Internet Express/Zircon Systems Pty Ltd* is unable to process the customer credit card on different occasions *Internet Express/Zircon Systems Pty Ltd* reserves the right to ask the customer to pay by cash until a good payment relationship has been established again.
- If payment is by cheque or cash , payment due dates are indicated on your invoice. Dishonoured cheques are subject to a collection fee and your account may be suspended until the account is current. If payment is still not received within 7 days of the due date, service will be suspended and a re-connection fee will be added to charges for further services, If more than one dishonoured occur from the same customer *Internet Express/Zircon Systems Pty Ltd* reserves the right to ask the customer to pay by cash until a good payment relationship has been established again.
- *Internet Express/Zircon Systems Pty Ltd* has the right to instantly terminate service for any unpaid or partial paid subscriptions. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. Termination of service shall not relieve the user from the obligation to satisfy outstanding invoices. In the event *Internet Express/Zircon Systems Pty Ltd*

utilises an attorney to collect such sums, the user shall be responsible for the payment of all of *Internet Express/Zircon Systems Pty Ltd* legal fees and costs in pursuing the collection of these sums.

- *Internet Express/Zircon Systems Pty Ltd* reserves the right to cancel or suspend service for any reason without prior notice. In case of cancellation, unused fees may be returned to the user on a pro-rata basis.
- The User must notify *Internet Express/Zircon Systems Pty Ltd* in writing at least 30 days prior to their anniversary date to cancel their account, No Refund will be given unless the customer is unsuccessful in using the account and notifies *Internet Express/Zircon Systems Pty Ltd* within five working days of initially establishing the said service.
- In addition to any price for services, Customer shall be responsible for the gross amount of any present or future federal, state, municipal or other government sales, use, excise, value added or other similar taxes applicable to the price, sales or delivery of any services furnished here under or to their use by customer.
- All Tax Invoices will be sent electronically to your default mailbox unless prior arrangements have been made with *Internet Express/Zircon Systems Pty Ltd*, Customer that require Invoices to be sent via normal post will have to pass *Internet Express/Zircon Systems Pty Ltd* standard credit check and may be required to pay additional charges.

1. The law that applies to these Terms and Conditions is the law of the state of NSW. In the event that any portion of these Terms and Conditions is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect, and all provisions of these Terms and Conditions which operate to protect the rights of *Internet Express/Zircon Systems Pty Ltd* shall continue in force even in the event of termination of these Terms and Conditions on other grounds. *Internet Express/Zircon Systems Pty Ltd* failure to insist upon or enforce strict performance of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms and Conditions.
2. By the use of a *Internet Express/Zircon Systems Pty Ltd* account the User accepts the terms and conditions set forth in this agreement.