

FlexiNet Pty Ltd Terms and Conditions

- Please read the terms and conditions carefully before signing service agreements

Definitions

- The 'Agreement' means the Application Form including these Terms and Conditions;
- 'FlexiNet' means FlexiNet Pty Ltd and/or its assignees or successors;
- The 'customer' is the applicant whether a person or company detailed on this Application Form;
- The 'service' means the internet access service provided by FlexiNet.

Alteration of Terms and Conditions

- These are the terms and conditions on which FlexiNet provides the service to the customer.
- FlexiNet may modify these terms and conditions at any time and the customer will be notified of such modifications by FlexiNet in the manner in which FlexiNet chooses and use of the service after such notification will constitute acceptance of those modifications.

Payment of Account and Charges

- FlexiNet provides the service on the basis of the account types offered by it and the account type selected by the customer where that is available for supply to the customer.
- The terms of each account will form part of this agreement.
- Certain account types require automatic payments and if such payment is refused by the customer's financial institution, the customer's service may be suspended immediately.
- The customer must pay all connection fees, access fees, time charges and traffic charges and other amounts incurred as a result of any use of the customer's account name and password whether authorized or not.
- The terms of accounts may be varied from time to time at the discretion of FlexiNet.
- FlexiNet reserves the right to suspend any account which does not comply with the conditions contained in the account type relating to it.
- FlexiNet reserves the right to recover all costs and charges associated with the recovery of bad debt or the failure to receive funds from an automatic payment.

Usage Limits

- Accounts may include restrictions on data traffic and when these limits are met, FlexiNet may:-
 - suspend the account for the remainder of the account period;
 - shape the data flow to allow only limited access for the remainder of the account period
 - allow the customer to commence a new account period;
 - allow the customer to upgrade the internet access service to a plan with higher limits

Customer Costs

- The customer must provide and pay its own costs of installation and use of telephone lines and telecommunications including telephone calls to FlexiNet's facilities, all other equipment required to access the service, all government taxes, duties and levies imposed in respect of any goods or services supplied.

Customer's Undertakings

- The customer shall not use the service in any manner involving illegal activity.
- The customer accepts all responsibility and is solely responsible for any use of their account whether this use is deliberate and/or negligent and the customer indemnifies FlexiNet against all liability in relation thereto.
- FlexiNet reserves the right to remove and/or delete any offensive material from the personal web page storage areas of the customer. The customer accesses and uses such information and material at their own risk.

Acceptable use

- Flexinet may from time to time publish an acceptable use policy (which must be reasonable) and the customer must adhere to that policy at all time.

Provision of Service

- The service provided to the customer is not fault free and may be unavailable from time to time due to maintenance or factors outside the control of FlexiNet.
- FlexiNet makes no guarantee as to the availability of the service and the service is provided to the customer at such times and by such means as FlexiNet decides from time to time.

Limitation of Liability

- FlexiNet does not warrant that the access will be uninterrupted or error free, neither does FlexiNet make any warranty as to the results obtained from the access.
- The access is provided without warranties of any kind, either express or implied, other than those warranties implied into this agreement by legislation and which cannot be excluded.
- To the extent permissible by law, FlexiNet excludes all liability for any direct, indirect, special or consequential damages arising out of the supply or use of the access or inability to effect the access and where such liability cannot be excluded, FlexiNet, at its option, limits its liability to the re-supply or the cost of re-supply of the access.

Data Backup

- When FlexiNet holds customer's information for transmission or for website hosting we will make backup copies of that data at such times as are considered to be prudent.
- In the event of data loss or server failure, FlexiNet does not guarantee to be able to successfully restore your information from any backups that it may hold.
- It is the customer's responsibility to retain backup copies of all information and data that is lodged with FlexiNet.

Force Majeure

- FlexiNet shall not be liable for any breach of these terms and conditions caused by an act of god, national or local emergency, acts of government, acts of war or civil disorder, military operations, industrial disputes, fire, flood, lightning strike, weather damage, subsidence or earthquake, or acts or omission of persons or entities for whom FlexiNet is not responsible.

Termination

- FlexiNet may immediately terminate the provision of service if the customer breaches any term of any agreement (including terms relating to payment or use). Otherwise termination is according to the account type conditions.
- If service terms and conditions are changed, the customer will be permitted to cease using the service without penalty if the new conditions are not acceptable.

Assignment

- The customer may not assign its rights under any agreement with FlexiNet without the prior written consent of FlexiNet.

Governing Law

- This agreement is governed by the law of Queensland and the parties submit to the jurisdiction of the Queensland Courts.