

1. Definitions and Interpretations

1.1. Definitions

(a) "Agreement" means this Application for Internet Services as varied from time to time; being an agreement between Getonit.com Pty Ltd and the User, for the provision of computer and network services for internet access.

(b) "Company" refers to Getonit.com Pty Ltd.

(c) "User" refers to the legal entity applying for the Service, being the person who has signed the Agreement, or the company or minor on whose behalf the Agreement is signed.

(d) "Service" refers to the internet access service provided by the Company to the User.

(e) "Account" refers to the internet service account created for the User by the Company.

1.2. All notices must be in writing and will be sent by post, e-mail, facsimile or hand delivery. The postal addresses and facsimile numbers of the Company and the User appear on this application form.

1.3. The Agreement commences on the date on which the Agreement is dated and signed by the User.

1.4. This Agreement shall be interpreted and enforced according to the laws of Australia.

1.5. Headings in this Agreement are for convenience and do not affect its interpretation.

1.6. This Agreement represents the entire agreement between the Company and the User and supersedes all prior agreements or understandings whether written or oral regarding the Service.

1.7. Where the terms of this Agreement are inconsistent with the provisions of the Fair Trading Act of the various states and Territories of Australia, those terms shall be excluded from this Agreement.

1.8. All implied warranties, terms and conditions shall, except where otherwise provided by the statute, be excluded from the Agreement.

1.9. If any part of this Agreement becomes unenforceable, that part shall be separated from this Agreement so that all other parts remain effective.

1.10. Account changes and cancellations require authorisation from the User in writing by email, fax or post, and can only be applied at the start of the next billing period.

2. User responsibilities

2.1. The User understands that transmission or storage of data is not necessarily secure or confidential. The User transmits or stores data at the User's own risk.

2.2. The User shall provide all computer and telecommunication hardware and software required to support the Account, and shall properly acquire, configure and operate such hardware and software.

2.3. The User indemnifies and shall keep indemnified the Company in respect to any loss or damage, suit or proceeding against the Company by any person in respect to the use of the User's account, including, but not limited to, transmission of an illegal, fraudulent, copyrighted or defamatory material.

2.4. Should the User be a body corporate, the directors jointly and severally accept any liabilities arising from the Agreement.

2.5. The User agrees not to utilise the account for any fraudulent or criminal activities, including, but not limited to, transmission of copyright materials, illegal, threatening, obscene or libelous material.

2.6. The User agrees that the service is exclusive, confidential and non-transferable, unless by express agreement with the Company. A breach of this sub-section includes, but is not limited to, disclosure of the User's password, negligently leaving a connected terminal unattended, and/or sharing access with any other party.

2.7. The User agrees to be personally liable for the actions of any other persons who are allowed, either deliberately or through negligence, to gain access to the internet through the User's account.

2.8. The User understands that materials available on the Internet may be unsuitable for minors, and the User will be liable under State and Federal Law if a minor gains access to inappropriate material through the use of the User's account.

2.9. The User understands that unauthorised access to or modification of data is a criminal

offence.

2.10. The User agrees not to breach the security or integrity of the Company's equipment, and not to use the Company's equipment, network or resources to launch an attack on the property of any other organisation.

2.11. The User agrees not to engage in activities which are regarded as abuse or misuse of the Company's resources. What constitutes abuse or misuse is determined by the Company.

2.12. The User shall abide by all Acceptable Use Policies, rules, regulations and security provisions of all networks and computer systems to which the User gains access while using the Service.

3. Provision of Service

3.1. The Company reserves the right to deny access to any potential User at its discretion.

3.2. The Company reserves the rights to examine, modify, delay, restrict access to and/or delete any or all such data as is stored and/or passes through the Company's network and/or computers.

3.3. Advice provided by an employee of the Company is provided in good faith. Any User acting on the advice of an employee of the Company does so at the User's own risk, and agrees to indemnify the company against any damage or loss resulting from acting upon such advice.

3.4. Software provided by the Company is used by the User at the User's own risk. The Company cannot be held liable for any damage to hardware or software resulting from the use of software provided by the Company.

3.5. The Company, or any representative the Company may appoint, shall administer collection of moneys due by the User to the Company.

3.6. Subscription to the Service provided by the Company entitles the User to use the facilities except where an exclusion or restriction has been made or requested. However, any failure by the User to use the Services does not absolve the User from responsibilities under this Agreement and in particular (but without limitation) from the obligation to pay service fees and all and any further costs of collection incurred by the Company.

3.7. The Company may assign respective rights under the benefit of this Agreement.

4. Payment terms

4.1. The User agrees that all monies are non-refundable and periodic service fees are payable in advance.

4.2. The User is responsible for all recurring fixed and cumulative charges for the account. If the User is less than 18 years of age, the parent or guardian signing this agreement shall be responsible for all charges related to the minor User's account.

4.3. Not using the Account does not relieve the User of obligation to pay for the service, except as specifically provided in this contract.

4.4. Fees will continue to accrue during any period of disconnection or suspension of the Service where such disconnection or suspension is the result of non-payment or late payment of monies due.

4.5. Where amounts due to the Company by the User remain overdue for more than thirty (30) consecutive days, the Company may, at its absolute discretion, consider this a cancellation by the User of the service and may notify the User accordingly. Any sums paid to date of cancellation are non-refundable and all payments still outstanding shall become immediately due and payable without the necessity of any formal notice or demand.

4.6. By supplying the Company with credit card details a User authorises the Company to debit the credit card with valid charges when due.

4.7. The Company reserves the right to suspend User access to the Account upon non-payment or rejection of any credit card charges.

4.8. Cheques may be subject to reasonable collection and legal fees, as well as interest allowed by law in the various States and Territories of Australia.

4.9. The Company does not accept any responsibility for the User's telephone bills, including those for the cost of using the Service. While employees of the Company may provide advice regarding telephone carrier charges, the User is required to verify this advice by contacting their carrier directly for confirmation that calls to the number being dialled for connection to the Service will be billed by the Carrier at the rate for local calls.

4.10. The Company may terminate an account on 7 days notice, or change fees or conditions on 30 days notice.

5. Refund Policy

5.1. If you dispute a Charge included in an invoice, you must notify Getonit.com in writing of the dispute and provide reasons for disputing the Charge within 30 days of the date of the invoice. The entire balance of the disputed invoice must be paid the due date regardless of the dispute.

5.2. If Getonit.com is notified of a dispute in writing within 30 days it will use its reasonable endeavors to investigate the dispute. If Getonit.com determines that a charge was incorrectly levied it will refund any monies incorrectly invoiced and subsequently paid by you.

6. General

6.1. Neither party shall be responsible for delays or failures in performance resulting from acts beyond its control, such as acts of God, acts of war, epidemics, civil insurrection, riot, power outages, fire, earthquakes and other disasters.

6.2. The terms and conditions of this agreement supersede any previous agreement, or statement of terms and conditions between the Company and the User.

6.3. By the use of the Account, the User accepts the terms and conditions set forth in this agreement.