

Melb PC Internet Access Agreement

Instructions

- Please read this entire access agreement first.
- Complete all fields in the Internet Service Application. This information is required for the system database. Incomplete applications will be returned.
- Enclose a cheque or authorise a debit against your charge card for the requisite amount as required. Send the form with payment to
Melbourne PC User Group
2nd Floor, Chadstone Place
Chadstone Centre VIC 3148
or complete the downloadable form at <http://www.melbpc.org.au/agreement/internetaccess.pdf>

A. Definitions

“Melb PC” means Melbourne PC User Group Incorporated or its assignee;

“Member” means a financial member of Melbourne PC User Group Inc. and includes:

- a) “**Full Member**” A person accepted into the Group after payment of the current full membership fee, or the related Student or Pensioner concession fee.
- b) “**Family Member**” A co-domiciled spouse, partner, child or relative of a full member accepted to participate in activities of the Group and use that full member’s Internet account after payment of the Family Membership fee;

“the subscriber” means the Melb PC *full member* who has accepted the Melb PC Internet Agreement and paid fees for the subscription period and includes both Full and Associate Internet subscribers. (*see Level of Subscription.*);
“**subscription period**” means the period in advance for which the subscriber has paid in full, being one of the periods of subscription offered by Melb PC from time to time;

B. Level of Subscription

Full Internet Subscriber (*requires payment of an Internet subscription fee in addition to the usual Melb PC membership fee*)

- Electronic Mail, Internet Newsgroups, International access to common Internet services.
- Hosting of Home Page with disk storage of 10 MB available if required.
- **Charges.** Annual Internet access fee \$120, subject to change from time to time.
- **Limits and Time Quota.** Three hours access per day (non-cumulative) plus bonus time in non-peak periods.
- **Mail Quota.** 8 MB on the Melb PC server. Excess mail may be deleted.

Associate Internet Subscriber (*available to all Melb PC Full Members without charge*)

- Electronic Mail, Internet Newsgroups, Intranet (*local Internet*) access.
- **Charges.** Free to all Melb PC *full members* but subject to revision at any future time.
- **Limits and Time Quota.** 30 minutes access per day (non-cumulative) plus bonus time when available.
- **Mail Quota.** 8 MB on the Melb PC server. Excess mail may be deleted.

C. Description of Service

- **General.** Melbourne PC User Group Inc. A0003293V (Melb PC) Internet Service network (the Network) is a service owned and operated by Melb PC for its members. It is a subscriber-funded service administered by the Internet Management Subcommittee (the subcommittee).
- **Function of the Melb PC Network.** The primary function of the Network is to support the free transfer of information to and from Melb PC members and the International community, subject to the terms of this agreement.

- **Standard Service.** PPP accounts.
- **Access Software.** The subscriber will need to acquire suitable mail, news and Web software from our shareware library or other resources. However, Melb PC makes available a configuration kit that automates this process for those who require it.
- **Accounts.** Accounts are issued only to individuals, not company names. Melb PC may reject an application without stating a reason.
- **Support.** Volunteers offer their help in local newsgroups and via an Internet Help team with interaction through Web Boards, e-mail and direct telephone support.
- **Training.** Melb PC offers training courses to assist in the use of this service.
- **Duration.** The subscription to the Network is for one year from the date of acceptance. It automatically terminates upon expiry of membership of Melb PC if that occurs earlier.
- **Acknowledgment.** Successful applicants will include individuals whose forms are correctly filled out and whose funds have been transferred to the Melb PC bank account.
- **Net Etiquette.** Melb PC endorses adherence to (“Net etiquette” or “Netiquette”) as deemed by the subcommittee from time to time and to prevailing International standards widely accepted as suitable behaviour for using the Internet.

D. Terms of Agreement

1. The subscriber asks Melb PC to provide a level of Internet access and Melb PC agrees to do so.
2. This agreement starts when an authorised officer of Melb PC has executed it and Melb PC has received cleared payment for the subscription period.
3. Subject to the early termination clauses of this agreement and to clause 4, this agreement continues until the end of the subscription period or the subscriber ceases to be a member of Melb PC.
4. If the subscriber renews this agreement for a further subscription period, this agreement applies to the renewed subscription period unless the parties agree otherwise in writing.
5. The subscriber acknowledges that:
 - a. Continuity and speed of the Internet access depends on a wide range of factors, many of which are beyond the control of Melb PC;
 - b. Melb PC has no control over the accuracy or appropriateness of any information on the Internet;
 - c. Melb PC is not responsible for any material available on the Internet;
 - d. The subscriber’s Internet access may be interrupted by equipment failure, the need for routine maintenance, peak demand and so on;
 - e. Melb PC cannot guarantee that the subscriber will be able to secure access at any given time, or that fluctuations in demand by other subscribers will not prevent the subscriber from using the full amount of the maximum daily time allowance on any given day.
 - f. Melb PC cannot guarantee that subscribers’ home pages will always be available.
 - g. Full Internet Subscribers are responsible for writing and uploading their own home pages and keeping backup copies of same. Melb PC does not back up these home pages. Subscribers will need to reload their own home pages in the event that the Melb PC facilities suffer any data loss.
 - h. The right to publish and communicate using home pages is granted to *full* Internet subscribers in the spirit of user group activities of sharing and furthering the computing experience. The quality of the Melb PC Internet service will be protected by Melb PC reserving its right to suspend the access to any publications of a subscriber who generates a disproportionate amount of Internet traffic.
6. Subject to matters of the kind referred to in the previous clause and to the subscriber’s access limits, Melb PC will use its best endeavours to keep Internet access available continuously and to allow the subscriber to have access for the current daily time allowance as set from time to time.
7. The subscriber will indemnify Melb PC against any liability, claim, action, suit, demand, loss, cost or expense arising out of or in any way connected with this agreement or Internet access, including without limitation any negligence by Melb PC, its servants or agents.
8. The subscriber will pay fees according to Melb PC’s standard pricing list from time to time, and a copy of the list certified by an officer of Melb PC is conclusive evidence of the prices applicable at any time.
9. Any notice given about any matter concerning this agreement may be given by clicking an accept button following the display of the agreement on a web page, by fax, e-mail or post at the last fax number, e-mail or postal address notified to the sender and is deemed to have been received at the time when it would have arrived in the ordinary course of the relevant type of transmission.
10. Melb PC may change any term of this Agreement or make additional rules at any time by means of notification delivered in accordance with clause 9. Subscriber may refuse to accept any such change and terminate his or her Internet access and receive a pro-rata refund for any paid subscription if a request to this effect is received within 14 days from the deemed receipt date of a notice of changes. Should a subscriber continue to keep using the service past the date of the notice deemed received as described in clause 9, the subscriber shall be deemed to accept the changes. A copy of the rules certified by an officer of Melb PC is conclusive evidence of the rules applicable at any time. The rules from time to time will apply as if they were set out in full as terms of this agreement.
11. The subscriber must not deliberately or recklessly do anything that damages Melb PC’s equipment, software, setup or services.
12. The subscriber must not use Internet access to annoy, harass or harm other Internet users including sending of viruses either wittingly or unwittingly, and the sending of spam or unsolicited bulk e-mail.
13. The subscriber must not use Internet access for any unlawful purpose or in any unlawful manner.
14. Melb PC does not review any publications or communication and does not verify, endorse, or otherwise take responsibility for the content of same.
15. Subscribers are legally responsible for their own publications and communications.
16. The subscriber will keep safe and confidential any access numbers, codes or passwords allotted to them by Melb PC and notify Melb PC without delay of any compromise of that information.
17. Melb PC may suspend or terminate the subscriber’s Internet access immediately if the subscriber breaches this agreement wittingly or unwittingly or fails to promptly pay any money owed to Melb PC, or ceases to be a member of Melb PC.
18. Subject to clause 17, either party may terminate this agreement by 14 days notice to the other save that Melb PC must not terminate this agreement while the subscriber has credit for advance payment of fees without refunding a pro rata part of those fees or making alternative Internet access arrangements for the subscriber, and termination by the subscriber does not affect any debt owed to Melb PC at the time of termination.
19. Melb PC may delete without notice any material found on its storage disks without giving any reason for doing so.
20. Melb PC may make and keep any record it requires for the purpose of this agreement or the rules or for the operation of its services or as required by the law or its officers.

21. The subscriber must not transfer, sell or share Internet access rights, or allow the account to be used by any other person, other than those Melb PC Family Members who are listed on this application and have paid the relevant charges.
22. The user's last name must be displayed in all e-mail and news messages. The user's first name or initials may be displayed as desired.
23. Commercial traffic, in the form of private messages and advertisements in newsgroups designated for that purpose, is permitted within the bounds of Net etiquette.
24. The Organization: field in private e-mail or public newsgroup article headers must always be Melbourne PC User Group, Australia, the name of the service provider. Any other organisation or business name is permitted only in the four-line (maximum) "signature" text that is optionally inserted at the end of the message or article.
25. The From: field used in e-mail and news messages may be the Melb PC assigned e-mail address, e.g. jjones@melbpc.org.au or a "spam-trap" address, e.g. jjones@notspam.org.au, or, subject to Clause 22 an external address, e.g. jjones@hotmail.com.
26. Melb PC may assign its rights and obligations to full Internet Subscribers under this agreement to an Internet access provider that is of equal standard to Melb PC, and after notice of assignment is given to the subscriber, this agreement shall have operation as if it had been entered into between the assignee and the subscriber and Melb PC's rights (except for its right to recover any money owed to it immediately before the assignment) and obligations under this agreement shall

- be at an end. Services to Associate Internet Subscribers shall be limited to the period Melb PC is able to provide them from its own resources.
27. The parties submit to the law of Victoria, Australia in relation to any the interpretation of this agreement, or any dispute arising out of it.
28. To the extent permitted by law and except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory or otherwise, relating in any way to the subject matter of this Agreement or to this Agreement generally, are excluded. Where legislation implies in this Agreement any condition or warranty and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or the exercise of or liability under such term, such term shall be deemed to be included in this Agreement. However, the liability of Melb PC for any breach of such term shall be limited, at the option of Melb PC, to any one or more of the following: if the breach related to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and if the breach relates to services the supplying of the services again; or the payment of the cost of having the services supplied again. To the extent permitted by law and except as expressly provided to the contrary in this Agreement Melb PC shall not be under any liability (contractual, tortious or otherwise) to subscriber in respect of any loss or damage (save for only personal injury and death) howsoever caused, which may be suffered or incurred or which may arise

directly or indirectly in respect to the supply of goods or services pursuant to this Agreement or the act, failure or omission of Melb PC.

29. Accounts may be suspended without notice to stop transmission of network packets that threaten or have the potential to threaten the security or normal operation of any computer or device on the local or wider network. Such packets are categorised solely by the Internet Management Subcommittee. Users of accounts suspended without notice will be advised by telephone or writing within two working days of the nature of the packets originating from their account. Lifting of the suspension will require the registered account holder to provide evidence of confirmed action being taken to prevent further the transmission of such threatening or potentially threatening packets.
30. The Description of Service, Internet Access Agreement, and the services as described on this application form constitute the entire agreement between the parties, and neither of them relies on any term, condition, warranty, collateral contract, representation or promise not set out in those parts of these forms.
31. Authorised by Melb PC Executive 6 January 2002. ■

Note: The Melb PC post-configuration kit suitable for Windows 95/98/Me/2000/XP is provided on the Monthly CD-ROM. This is available free to all new full Internet subscribers. The kit may also be downloaded from <http://www.melbpc.org.au/faq/configure.htm>

Melb PC Internet Service Application

Melb PC Membership Number

Account Type and Annual Fee (including GST)

Full Internet Subscriber **\$120.00** (In addition to Melb PC membership fees.)

and/or
 Associate Internet Subscriber **Free** with Melb PC membership.
 (Refer to Agreement for service limitations)

This form may be photocopied to avoid damaging your PC Update

--	--	--	--

Current Melb PC user name (or other ISP e-mail address if applicable):

Title	First Name	Initial	Last Name
Address		B/H Phone	A/H Phone
		Job Title	
Suburb	State	Post Code	
		Employer	

Family Members *I have read the Melb PC Internet Agreement and hereby apply for a Full and/or Associate subscription as described*
 Additional Melb PC Family Members who may share the entitlement of a Full Internet Subscriber account or an Associate Internet Subscriber account:

Name	Signature

Subscribers below the age of 18 (parent or guardian to complete).
I am the parent/guardian of the applicant. I am aware of the nature of the information available through the Internet and I approve and support this application.

Name	Phone (day)
Signature	

User name Applies to Full and Associate Internet subscribers
 List below the *user name* you would like in order of preference between three and eight lowercase characters. Write clearly to avoid confusion with some letters. User names must represent your real name in some recognisable way, eg. John J. Jones might request user names such as john, johnj, jones, etc. Any user name that has been previously allocated or deemed unsuitable will not be allocated.
Note: In the case of a dual application, user names will be allocated to the FULL account then to the ASSOCIATE account.

Choice 1.	<input style="width: 100%;" type="text"/>
Choice 2.	<input style="width: 100%;" type="text"/>
Choice 3.	<input style="width: 100%;" type="text"/>
Choice 4.	<input style="width: 100%;" type="text"/>
Choice 5.	<input style="width: 100%;" type="text"/>

Payment Details / Credit Card Authority Forward to: Melbourne PC User Group, 2nd Floor, Chadstone Place Chadstone Centre VIC 3148, Australia.

Cheque Debit Card Credit Card Amount \$ _____

Cheques payable to Melbourne PC User Group Inc (A0003293V)

Bankcard Visa Mastercard Expiry

<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
---	---	---	---

Name on Card _____

Signature _____ Date _____