



**\*Melb PC Mobile Broadband Internet Terms and Conditions**

**A. Definitions**

"Melb PC" means Melbourne PC User Group incorporated or its assignee:

"Member" means a financial member of Melbourne PC User Group 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 domiciled spouse, partner, child or relative of a full member accepted to participate in activities of the Group and use that Member's Internet account after payment of the Family Membership fee; the "subscriber" means the MelbPC full member who has accepted the Melb PC Internet Agreement and paid fees for the subscription period and includes both Full and Email account subscribers. (see Level of Description): "subscription periods" 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. Subscription type & Details.**

Subscription Type	Annual Fee or Monthly Fee	email & Newsgroup Storage or Mail Quota (Limit)	Browsing	Time Limit	Home Page Storage	Download Limit	When Limit Reached
3G/4G Mobile Broadband 3GB 3G/4G Mobile Broadband 5GB 3G/4G Mobile Broadband 7GB 3G/4G Mobile Broadband 9GB 3G/4G Mobile Broadband 12GB 3G/4G Mobile Broadband 15GB	\$234pa or \$25 pcm \$35 pcm \$40 pcm \$50 pcm \$60 pcm \$65 pcm		Yes			3GB pcm 5GB pcm 7GB pcm 9GB pcm 12GB pcm 15GB pcm	Excess data usage on all plans costs \$10.00 per 1GB or part thereof
4G Voice and Data Plan \$35 4G Voice and Data Plan \$55	\$35 pcm \$55 pcm		Yes			2.5GB pcm 4GB pcm	Excess data usage on all plans costs \$10.00 per 1GB or part thereof
Email account (office365.melbpc.org.au)	\$0	Unlimited	nil		Nil	nil	

The above charges and details are subject to change from time to time. Limits and Time Quota: daily (non-cumulative) plus bonus time in non-peak periods.

Email Account Subscriber (available to all Melb PC Members without charge)

**C. Description of Service(s)**

**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 transfer of information to and from Melb PC members and the International community, subject to the terms of this agreement.

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.

Duration: The subscription to the Network is for one year from the date of acceptance. It automatically terminates upon expiry of membership of MelbPC 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 behavior for using the Internet.

**D. Terms of Agreement**

- The subscriber asks Melb PC to provide a level of Internet access and Melb PC agrees to do so.
- This agreement starts when an authorized officer of Melb PC has executed it and Melb PC has received a cleared payment for the subscription period.
- 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.
- The subscriber acknowledges that:
  - Continuity and speed of the Internet access depends on a wide range of factors many of which are beyond the control of Melb PC.
  - Melb PC has no control over the accuracy of appropriateness of any information on the internet.
  - Melb PC is not responsible for any material available on the Internet.
  - The subscriber's Internet access may be interrupted by equipment failure, the need for routine maintenance peak demand and so on.
  - 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.
  - Melb PC cannot guarantee that subscriber's home pages will always be available.
  - Dial up and Mobile Broadband 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.
  - 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. 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.
- 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.
- 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.
- 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 email 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.
- 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 or her Internet access and receive a pro-rata refund for any paid subscription if a request to this effect this 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.
- The subscriber must not deliberately or recklessly do anything that damages Melb PC's equipment, software, setup or services.
- 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 email.
- The subscriber must not use Internet access for any unlawful purpose or in any unlawful manner.
- Melb PC does not review any publications or communication and does not verify, endorse, or otherwise take responsibility for the content of same.
- Subscribers are legally responsible for their own publications and communications.
- 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.
- Melb PC may suspend or terminate the subscribers 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.
- Melb PC may delete without notice any material found on its storage disks without giving any reason for doing so.
- 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.
- 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.
- 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.
- Commercial traffic, in the form of private messages and advertisements in newsgroups designated for that purpose, is permitted within the bounds of Net etiquette.
- The "Organisation" field in private email 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.
- The "From" field used in email and news messages may be the Melb PC assigned email address. e.g. j.jones@melbpc.org.au or a "Spam-trap" address, e.g. j.jones@notspam.org.au or, subject to Clause 22 an external address. e.g. j.jones@hotmail.com.
- 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.
- 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.
- 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 facility 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 injured 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.
- 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.
- The Description of Service "Internet Access Agreement" and the services as described on this application form constitute the entire agreement between the partner and neither of them relies on any term, condition, warranty, collateral contract, representation or promise not set out in those parts of these forms.
- Authorised by Melb PC Committee, 1<sup>st</sup> September 2013

I have read the terms and conditions

signed.....dated.....