

Terms and Conditions

For the purposes of this document, the following definitions apply:

“Overflow” means Overflow Internet Service, BN 6868710;

“Customer” means any person or entity identified on our Internet Access Application form;

“Service” means dial-up access to Overflow’s facilities, access to its computer resources, and provision of on-line

“spam” means unsolicited and/or unwelcome advertising material or information, usually sent via email or the newsgroups

Provision of Service

Overflow shall provide the Service to the Customer on an ongoing basis once the Customer establishes an account with Overflow.

The Customer is given 2 Mb of disk space to use for on-line storage free of charge.

The Customer is given a free World Wide Web page for strictly non-commercial use, to use within the bounds of these Terms and Conditions. The Customer’s entire Web Site is limited to 300 MBytes of data transfer outbound per month.

For the Customer’s protection, after twenty minutes or more of idle time (no modem activity), Overflow reserves the right to disconnect the modem. A re-dial will be required if this occurs.

Overflow can change the conditions and nature of the Service with a reasonable notice of fourteen days.

The Service may be unavailable at times either due to scheduled maintenance or due to factors beyond Overflow’s control. Overflow makes no guarantee as to the availability of the Service at any time and shall not be liable for any claims against it from the Customer due to the lack of availability of the Service. Nor shall Overflow be held responsible for any loss or inconvenience suffered by the Customer due to lack of availability of the Service.

All MAXI Plan Customers have limits on outbound data transfer per month.

Overflow shall not be liable for any telecommunications expenses incurred by the Customer in relation to connecting to the Service. The Customer is always liable to pay all such connection charges and cannot seek redress or compensation from Overflow for same.

Use of the Service

The Customer shall not use the Service in any manner involving illegal activity.

The Customer shall not use the Service, specifically e-mail and other on-line communications, to harass, menace, upset, annoy or inconvenience any person. Furthermore, the Customer shall not transmit any message using the Service which is offensive, indecent or obscene.

The Customer shall maintain the confidentiality of passwords and other access codes to the Service, and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the Service.

The Customer shall not transfer their right to use the Service to any other party.

The Customer shall not in anyway resell or redistribute the Service to another party.

The Customer shall not use the Service to transmit spam. As well, the Customer shall not forge email headers.

The Customer is expected to exercise good netiquette and refrain from abusing the network. The Overflow Home Page on the World Wide Web at <http://www.overflow.net.au/beginner/> and <http://www.overflow.net.au/aup.html> contains links to net abuse and netiquette information pages.

The dialup accounts provide access to the service for one person only. The Customer will not intentionally connect to the service more than once at the same time. If a user is found to be logging on more than once, Overflow may either suspend the Customer’s account without further notice, or charge for the multiple login at \$10 per hour or part of.

Charges for Service

Overflow charges for the Service at the rates published simultaneously on paper and electronically on-line, with charges indicated on the webpage (<http://www.overflow.net.au/prices.html>), superseding any and all other posted charges.

Overflow reserves the right to change its charging structure with a reasonable notice of fourteen days at Overflow’s absolute discretion.

The fee for establishing a Customer account is not refundable.

The non-refundable monthly fee for accessing the Service is applied to the Customer’s account periodically in advance, until the account is terminated. Quarterly fees payable by Customers electing to pay by cheque or money order are non-refundable, neither in whole (three months) nor in part (one month).

The fee for hourly surcharges, excess data transfer, and Monthly/Quarterly access charges, are payable within seven (7) days from the date of issue of Account Invoice, and immediately upon termination.

Failure to make payment within 7 days will result in account being disabled.

Dishonoured Cheques/Declined Credit Cards will result in account being disabled. An additional dishonoured fee may be charged.

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Customer Accounts

A Customer may request suspension of their account in writing, for a period ranging from one to three months. During the suspension period, no access fees are charged, and the Service is not accessible to the Customer. There is no charge to re-establish a suspended account within the above timeframe.

A Customer may request termination of their account in writing, with at least seven (7) days notice. Failure to use this account(s) does not relieve the user of payment obligations, except as specifically provided in this contract.

The Customer's account must be settled immediately upon termination. The establishment fee will not be refunded. Any outstanding charges for access or hourly surcharges are payable immediately. Any unused access fees will not be refunded to the Customer.

The establishment fee must be paid if a terminated account is to be re-established.

Credit card accounts will be automatically debited monthly or quarterly. Excess hourly and volume surcharges will be automatically debited monthly.

Overflow will, at its discretion and without notice, suspend or disable the Service if the Customer's account falls 7 days or more in arrears. A suspended/disabled Service will continue to attract monthly charges until Customer requests termination in writing.

Approved corporate credit accounts are excepted.

Overflow reserves the right to forward details of delinquent accounts to a collection agency/credit reporting agency and charge a late fee for same accounts.

Statements and invoices are sent via e-mail only. Paper invoices are available at an additional charge.

Overflow reserves the right to disallow the use of particular user ID's if they are already in use, reserved, or if they are considered offensive or inappropriate.

Overflow retains the right to refuse access if a customer does not present Caller Line ID to an access service.

Technical Support

Telephone technical support is offered on all connections free of charge to registered users of the service. Technical support for software applications is limited to Internet Explorer, WSFTP, and Outlook Express. Support for all other software applications will only be provided where such support is possible and where the staff on duty are familiar with the product. On Site technical support may attract a charge to cover transport and time costs. After hours technical support will be provided where possible but support staff are not expected or authorised to make STD or Mobile calls, clients calling for after hours support should not expect support to "call back".

Breach of the Terms and Conditions of Use

Overflow may terminate a Customer account if the Customer is deemed to have breached these Conditions of Use. The Customer will be notified in writing and with an e-mail message and/or letter upon termination.

At Overflow's discretion, a Customer account may instead simply be suspended until the situation involving the reason for possible termination is resolved.

Variation of Terms and Conditions

Overflow may from time to time amend these terms and conditions at its absolute discretion and the effect of the amendment shall be immediate unless determined to the contrary by Overflow at the time of amendment. Overflow shall maintain a current set of terms and conditions at all times on its web server and the disclosure of the amendment in such form will constitute notice of the amendment to the Customer.

Force Majeure

Overflow 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 omissions of persons or entities for whom Overflow is not responsible.

Jurisdiction

The Terms and Conditions of Use are binding to the exclusion of all other written or verbal statements, agreements or proposals made between the Customer and Overflow.

The Terms and Conditions of Use are governed by the laws in force in the state of Queensland. Both the Customer and Overflow submit to the the exclusive jurisdiction of the Courts of that state.

Execution

The Terms and Conditions of Use are deemed to have been executed and agreed upon the Customer's submission of a duly completed paper or electronic registration form.

This version of The Terms and Conditions of Use was published on 29th January 2002.