



Application Form

Unlimited 56K Dialup Internet Access

Surname: _____ Given Name: _____

Street Address: _____

Suburb: _____ State: _____ Postcode: _____

Telephone: AH: _____ BH: _____ Fax/Mobile: _____

Charges:

Monthly fee: **\$24.95**
(Unlimited Hours, Unlimited Mb, 4 hour Sessions, 20min Idle Timeout, 10Mb Mailbox)

Payment Method (please circle one): Visa MasterCard BankCard

Card Number: _____

Name on Card: _____ Expiry Date _____

OzGuide will provide you with a receipt by email, detailing your previous month's account log, and the amount that your credit card has been debited.

I agree to all charges being deducted from the credit card specified above automatically for the charges that I incur. I also agree to notify OzGuide if this card expires or is cancelled and supply an alternate card.

Card Holder's Signature: _____

Preferred Username: _____ Second Preference: _____

Usernames must be one word and in lower case and be no shorter than 2 letters in length. They form part of your email address (eg. username@ozguide.com or username@ozguide.net.au).

Password: _____

Passwords are case sensitive. Please write clearly as applications by fax may be hard to read.

Agreement: I have read and understood the OzGuide Internet Access Agreement:
(Adult to sign if applicant under 18 years)

Signature: _____ Date: _____

PLEASE NOTE: All prices listed are inclusive of GST.

OzGuide Internet Access Agreement

Definitions

"OzGuide"	means OzGuide of P.O. Box 8058, East Brighton 3187;
"the customer"	means the person named as such in the schedule;
"Internet access"	means access to the World Wide Web, Internet email and any additional Internet facilities OzGuide may offer to its customers from time to time, but unless OzGuide agrees otherwise does not include supply or maintenance of the customers equipment, software or telephone line, or technical support other than that referred to in this agreement.

The customer asks OzGuide to provide them with Internet access and OzGuide agrees to do so.

The customer acknowledges that:

- continuity and connection speed of their Internet access depends on a wide range of factors, many of which are beyond the control of OzGuide
- OzGuide has no control over the accuracy or appropriateness of any information on the Internet
- OzGuide is not responsible for any software available on the Internet
- the customer's Internet access may be interrupted by equipment failure, the need for routine maintenance, peak demand and so on
- modem connection speeds at the maximum theoretical speed of the customer's modem may not be achievable in practice.

Subject to matters of the kind referred to in the previous clause and to the customer's access limits, OzGuide will use its best endeavours to keep Internet access available continuously.

The customer indemnifies OzGuide 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 any negligence by OzGuide its servants or agents.

The customer will pay fees according to OzGuide's standard pricing list from time to time, and a copy of the list certified by an officer of OzGuide is conclusive evidence of the prices applicable at any time. The initial pricing is set out in the schedule.

OzGuide may make rules for the use by the customer of Internet access, including rules as to online time limits, transmission volume limits, excess usage fees, terms of payment and any other matter at all which OzGuide considers desirable, provided that there shall be no reduction in the access time of the customer during any period for which the customer has paid in advance unless the service provided by OzGuide has been or is to be enhanced so as to make up for any lost value. OzGuide may alter the rules on not less than fourteen days' notice to the customer. A copy of the rules certified by an officer of OzGuide 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 customer must not deliberately or carelessly do anything which damages OzGuide's equipment, software, setup or services.

The customer must not use their Internet access to annoy, harass or harm other Internet users.

The customer must not use their Internet access for any unlawful purpose or in any unlawful manner.

Unless the customer has an account with OzGuide identified as a corporate account, the customer will not use their Internet access for commercial purposes.

The customer will keep safe and confidential any access numbers, codes or passwords allotted to them by OzGuide and notify OzGuide without delay of any disclosure of those things.

Any IP address allotted to the customer by OzGuide, whether as a static address or dynamically allocated, remains the sole property of OzGuide, and may be changed or revoked by OzGuide at its discretion at any time, and is not transferable.

The customer, and not OzGuide, is liable for any telephone service charges incurred in respect of any telephone line used by the customer to dial up OzGuide's equipment.

OzGuide may terminate the customer's Internet access immediately if the customer breaches this agreement or the rules, or fails to promptly pay any money owed to OzGuide. All payments due by the customer to OzGuide are payable within 14 days of OzGuide delivering an invoice to the customer. Any debt owed by the customer to OzGuide bears interest at 10% per annum with monthly rests from the date it fell due until actually paid.

Subject to the previous clause, either party, may terminate this agreement by 14 days' notice to the other save that OzGuide must not terminate this agreement while the customer has credit for advance payment of fees without refunding a pro rate part of those fees or making alternative Internet access arrangements for the customer, and termination by the customer does not affect any debt owed to OzGuide at the time of termination.

Other than as expressly provided for by this agreement, OzGuide is not obliged to make any refund of the customer's fees.

Where the customer is not a natural person over the age of 18 years, OzGuide may at any time make the continuation of this agreement conditional on the customer providing satisfactory personal guarantees by one or more natural persons over the age of 18 years of the customer's obligations under this agreement.

OzGuide may delete without notice any material found on its storage disks which is unauthorised, unlawful, obscene, excessive in volume, uncollected for an excessive period, in an unauthorised place or dangerous, and OzGuide may delete any computer file it sees fit from its storage disks without giving any reason or incurring any liability for doing so.

The customer is responsible for all telephone charges incurred when they dial OzGuide, and for determining what STD or other telephone charges apply to the OzGuide number they are dialing.

OzGuide may make and keep any record it requires for the purpose of this agreement or the rules or for the operation of its services.

This agreement, the rules and the price form the entire agreement between the parties, and neither of them relies on any term, condition, warranty, collateral contract, representation or promise not set out those documents.

Any notice given about any matter concerning this agreement may be given by fax, email 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.

The customer must not transfer, sell or share their Internet access rights. If in breach of this agreement the customer does transfer, sell or share their Internet access rights, the customer is responsible for all usage on their account.

The parties submit to the law of Victoria, Australia in relation to the interpretation of this agreement, or any dispute arising out of it.