

CONDITIONS OF USE Western Internet Services

Definitions

"The Provider"	Western Internet Services, Providers of "the service".
"The service"	The service provided by Western Internet Services, providing a means to connect a subscriber to the INTERNET, including username password security and email services
	Electronic mail systems & data.
Email	The world wide interconnection of computer systems.
Internet	The unauthorised access of a computer system.
"Hacking"	

Disclaimer and Indemnity.

- By using the service you are accepting to be bound by the latest terms and conditions which can be found at: <http://westserv.net.au/wis/conditions>. The providers reserve the right to terminate the service on breach of these conditions.
- Plan cancellations must be done at least 5 working days prior to the beginning of a new billing period. Plans paid quarterly cannot be cancelled during any paid up quarter. Plan changes can only be done prior to the beginning of a new billing period. Where credit card details have been provided, your card will be debited on a monthly or Quarterly basis, either until the account has been cancelled or alternate payment arrangements have been made.
- For your account to be accessible you are required to have a prepaid financial plan. Where your account is not maintained in credit the provider reserves the right to apply casual rates on overdue accounts and the right to suspend accounts until appropriate payment is received. It is your responsibility to contact the provider if you have a problem paying your account, or wish to dispute your account balance, or if your payment will be delayed.
- You confirm that as the account holder you are 18 years of age or older. If you allow a minor to use the service, you must supervise their activities and are held responsible for their activities.
- Users are responsible for the maintenance and security of their unique system username and password. Any use of the system using the correct username and password will be deemed as authorised and charged to appropriate user's account. Where account holders allow third parties to use the service in their name, the account holder will be responsible for their activities.
- As we are only providing access to the Internet you accept we are not responsible for any inadequacies or faults found within the Internet that may occur from time to time and are beyond our control. If a fault occurs within our network we will fix it as soon as possible.
- The user agrees to regularly check and remove their email from the providers mail server, as the provider uses this service to communicate account status and system information.
- The Provider does not claim proprietorship or responsibility for material accessed via the Internet.
- It is the customer's responsibility to register any software downloaded from, or used in conjunction with the service.
- The Provider will endeavour to maintain security, however, we will not be responsible for events such as "hacking" or system failure, resulting in loss of email or other data stored on our system.
- Customers are responsible for keeping track of their usage. If the customer believes there has been an accounting error they should raise it with the accounts department on the first normal business day or email: accounts@westserv.net.au
- For the purpose of data usage calculations, 1000 bytes = 1 megabyte & 1000 megabytes = 1 gigabyte
- The account holder is responsible for ensuring that their computer is dialing the most appropriate number for their location, and is aware of, and responsible for, all associated Service Provider charges.
- All costs associated with dishonoured cheques and debt collection procedures will be charged to the account holder.
- The Provider will not be held responsible for;
 - Any activities or data produced as a result of activities of users deemed as illegal or being of an offensive or inappropriate nature. The Provider reserves the right to deny such users access. **"HACKING WILL NOT BE TOLERATED"**
 - Any damage or malfunction of a user's computer system, directly or indirectly, resulting from usage of the service, including lightning strikes while connected to the service, and defective programs or viruses obtained through the service or hacking.
- Any account which remains inactive and unpaid at the end of two consecutive months will be removed from the system. (This means that the username will become available for someone else if required).
- The Provider reserves the right to refuse user account renewal.
- The products referred to by these Conditions of use are designed for Residential and SOHO "Small Office Home Office" use. It is not to be resold in any way.
- Distribution of UCE "SPAM" will result in immediate account Termination.

The Provider reserves the right to amend these conditions of use as deemed necessary, the continued use of the service acknowledges acceptance of these conditions.

Return your completed form to:

Western Internet Services PO BOX 212 Forbes, NSW 2871	Australian Business Number: 29 088 240 939 Phone 1300 664 694 Fax: (02) 68514400 Email: accounts@westserv.net.au or enquire@westserv.net.au
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