

Disclaimer and Indemnity

By using the service you are accepting to be bound by the latest terms and conditions. Planet Ozi Pty Ltd reserve the right to terminate the service on breach of these conditions.

Planet Ozi reserve the right to refuse refunds for unused hours.

Account payment is due 14 days after "Issue Date" on the Invoice. Where your account is not maintained in credit and passes the overdue date Planet Ozi reserves the right to charge a \$15.00 late fee per invoice and suspend service. 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.

All costs associated with dishonoured cheques will be charged to the account holder.

Any debt in arrears of sixty (60) days or more, may be forwarded to an external collection agency for recovery. If we engage an external debt collector (Dun & Bradd Street) a debt recovery fee will be charged to you on the overdue account balance.

Invoices are sent to your nominated email address free of charge. A printed invoice can be provided via post mail on request, however this can incur an accounting administration fee of \$2.20 (inc GST) per invoice.

A one off postage and handling fees of \$10 will apply for modem/router delivery.

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.

Customers are responsible for keeping track of usage, between monthly accounts being sent.

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 Telstra charges. This information is readily available by calling Telstra on 12552 and quoting the calling and called numbers.

Planet Ozi's equipment may collect CLI (calling line identification) on incoming connections, if the caller's line supplies this information. This is required to be enabled by some plans and is enabled by putting 1832 in front of the number when dialing. This information is NOT made available to anyone, including the account holder without proper legal process such as a court order or a legal search warrant.

As we are 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 as soon as possible.

Planet Ozi will endeavour to maintain security, however, we will not be responsible for events such as "hacking" or system failure, resulting in loss of e-mail or other data stored on our system.

The service is limited to the number of exchange lines and modems to our system. The Provider will expand to meet expected demand. The Provider cannot be held responsible if the subscriber finds difficulty connecting during peak periods.

The user agrees to regularly check and remove any e-mail from the Planet Ozi mail server as the provider uses this service to communicate account status and system information.

Planet Ozi does not claim proprietorship or responsibility for material accessed via the Internet. This includes the news group material that is circulated around the systems.

It is the customer's responsibility to comply with the licensing requirements of any software downloaded from, or used in conjunction with the service.

Planet Ozi will endeavour to maintain security, however, we will not be responsible for events such as "hacking" or system failure, resulting in loss of e-mail or other data stored on our system.

Planet Ozi 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.

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.

Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)
Planet Ozi Pty Ltd may give information about you to a credit reporting agency, for the following purposes;

To obtain a consumer credit report about you, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to;

- Identity particulars – your name, sex, address(es), date of birth, name of employer, and drivers licence number.
- Your application for credit or commercial credit – the fact that you have applied for credit and the amount.
- The fact that Planet Ozi Pty Ltd is a current credit provider to you.
- Payments which are overdue by more than 60 days, and for which debt collection action has started.
- Advice that payments are no longer overdue in respect of any default that has been listed.
- Information that, in the opinion of Planet Ozi, you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your
- credit obligations).

- Dishonoured cheques – cheques drawn by you for \$20 or more which have been dishonoured more than once.
- That credit provided to you by Planet Ozi has been paid or otherwise discharged.
- Period to which this understanding applies.

This information may be given before, during or after the provision of credit to you.

Statement By Applicant (s) For Credit

Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988) Planet Ozi Local Internet has informed me that it may give certain personal information about me to a credit reporting agency.

Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988) I/we agree that Planet Ozi Pty Ltd may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988) I/we agree that Planet Ozi Pty Ltd may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988) I/we agree that Planet Ozi Pty Ltd may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers about our account where I/we are in default with them
- to assess my/our credit worthiness.

By using the Planet Ozi Service the user understands that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act. By using the Planet Ozi Service the user acknowledges that they have read and accept the above Terms and Conditions, Privacy statement and credit reporting provisions. Planet Ozi Pty Ltd reserve the right to refuse user account renewal. Planet Ozi Pty Ltd reserves the right to amend these conditions of use as deemed necessary, the continued use of the service acknowledges acceptance of these conditions.

Rights of Termination of Service

Term of Contract: This contract shall, subject to the provisions hereof, be ongoing whilst the subscriber continues to subscribe to Planet Ozi Pty Ltd.

By the Subscriber/Customer

The Subscriber may terminate their service upon giving 14 days' notice in writing (via fax, email or post) to Planet Ozi Pty Ltd. Minimum monthly charges, set up fees, etc., are not refundable where subscriptions are terminated by the Subscriber prior to the Subscribed period. Any excess charges incurred from the previous month's access are payable on termination.

By Planet Ozi

Planet Ozi Pty Ltd may at its discretion, terminate the Service to the Subscriber at any time upon the following events:

1. Upon Planet Ozi Pty Ltd giving to the Subscriber no less than 30 days notice in writing of termination and upon an undertaking to refund any subscriptions paid in relation to the period subscribed beyond the 30 day notice given.
2. Immediately and without notice upon a breach of this contract or any law, civil or criminal, relating to or connected with the use of or involvement with this service.
3. Upon any invoice, having been tendered by MINT to the Subscriber, remaining outstanding beyond the payment date stated in the invoice.