



Ecopost Pty Ltd Internet Terms & Conditions

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Ecopost Pty Ltd Internet Terms & Conditions

This agreement is between you, hereinafter referred to as Subscriber, and Ecopost Pty Ltd, hereinafter referred to as ISP, (collectively referred to as Parties). The Subscriber desires to become affiliated with ISP for using services provided by ISP. Therefore, the Parties agree as follows:

1. The ISP agrees to allow Subscriber to use computing facilities at Subscriber's site in ISP's service area and to transmit data over the Network, and/or Subscriber's data on ISP's computers, in accordance with the terms of these Subscription rules and the ISP's Acceptable Use policy which follows:
 1. Any disruptive or destructive traffic of any source is absolutely prohibited. This includes unsolicited electronic mail (spamming), DOS (denial of services) attacks etc. Port scanning, attempting to hack other systems or any other unacceptable behaviour involving use of the ISP network is prohibited. The ISP's decision in regard to what is acceptable or not, is final.
 2. If any data from any source leaves the ISP and enters any other network, that data must follow the acceptable use rules of the other network (including member networks, regional or backbone networks). It is the responsibility of the Subscriber to comply with these, not ISP's.
 3. ISP specifically prohibits any use or display of data or information which could be viewed as racist, sexually offensive or obscene.
 4. ISP expressly prohibits the re-sale of it's services via routers, LAN cables or any other means. The Subscriber cannot compete with the ISP, and the ISP's Management system monitors and detects this.
 5. ISP prohibits illegal software trading (warez) and the Subscriber is solely responsible for any legal actions taken against him by third parties on the grounds of copyright infringement. ISP cannot be held responsible for any such claims from third parties.
 6. The Subscriber is responsible for controlling his/her Anonymous FTP directory. The ISP routinely patrols these directories and reserves the right to terminate this facility if we encounter illegal usage.
 7. The ISP reserves the sole right to block or limit usage of any Internet based service that impedes, hinders or otherwise degrades the overall network efficiency. This may include websites or applications including Torrents, MyVideo, Limewire, Kazaa, Napster, P2P systems or any other service that the ISP determines conflicts with this

clause. The ISP's decisions in this regard shall be final, and not subject to external legal process or scrutiny.

8. Use of the ISP's SMTP mail servers (mail sending) is only permitted for use with e-mail addresses assigned to domains registered with the ISP, which includes the midcoast.com.au, ecopost.com.au, felglow.com.au, midcoastit.com.au domains. Subscribers may not spoof (fake) the sending address of mails sent via the ISP or the ISP's SMTP servers.
 9. The subscriber may not move, sell or dispose of the equipment without the written consent of the ISP, unless said equipment is owned by the subscriber. The equipment shall not be subject to any liens or torts, and remains the property of ISP until paid in full, in terms of this contract.
2. Subscriber shall pay service fees according to the Account Plan chosen upon sign-up. All charges are payable in AUD Dollars. All service fees are due in advance of service. No credit is given for partial use during the month of termination. Set up fees are non-refundable. An administration fee of \$10 is charged for enabling accounts disabled for being allowed to lapse due to failure to pay before due date. Payment must be received within fourteen (14) days of the billing date. The billing date is the 1st day of each month, regardless of whether an invoice is sent/received or not. Non payment of all/any amounts due, by due date, will result in the account being suspended and be subject to the \$10 administration fee being levied. Invoices can be viewed at any time by logging into the Customer Portal on the website <http://www.midcoast.com.au/usgae>
 3. The ISP reserves the right to change these terms and conditions by notifying the Subscriber in writing at least fourteen (14) days in advance. The ISP reserves the right to refuse service at any time.
 4. Neither Party shall have the right to use the other's name, trademark or trade name or to refer to this Agreement in connection with any product, promotion, website or publication without the prior written consent of the other Party.
 5. All information exchanged between Parties shall be considered confidential.
 6. This agreement will be effective upon Subscriber's first connection to the ISP's network and may be terminated by either Party immediately upon written notice to the other Party provided, however, that the provisions of Paragraphs 7 and 8 shall survive any termination. Subscriber is thus responsible for any outstanding service fees mentioned in Paragraph 9.
 1. THE ISP HEREBY EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT

OR PROPRIETY INTERESTS AND SHALL NOT BE LIABLE TO SUBSCRIBER FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE PROVIDER'S HARDWARE, SOFTWARE AND SERVICES SUPPLIED OR OFFERED DURING THE PERIOD OF SERVICE TO THE SUBSCRIBER.

2. Due to the technical nature of the system, and it's exposure to the elements, the ISP cannot guarantee a 100% uptime. During electrical storms, the system may shut down for safety reasons. Service will be resumed as soon as practically possible. Planned system maintenance will be notified to the primary e-mail of each subscriber prior to any such shut down. Breakdowns for any reason whatsoever, shall be returned to service as soon as practically possible. No rebate, discount or refund claims will be entertained by the ISP, for any event covered in clauses 7 and 8.
7. The Subscriber shall indemnify and hold the Provider, its directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, costs and expenses, including reasonable attorney's fees arising out of or related to Subscriber's use of the Network and/or Subscriber's breach of the terms and conditions of this agreement.
8. The ISP reserves the right to disable the Subscriber's account any time if the payment is past due. On all the other occasions, the ISP should give the Subscriber a 10 days grace period to move his/her domain if the ISP has taken a cancellation decision. The Subscriber is responsible to clear all the payments until the end of the grace period. If the payments are not cleared until the end of the grace period, the accounts will be disabled by the ISP and the charges will continue until the account is paid in full.
9. The Subscriber reserves the right to terminate the service and agreement with the ISP at any time, by giving a 14 days' notice to the ISP of this intention, in writing by e-mail., or via the ticket system on the Portal. The subscriber will be charged until the end of this 14 days and the account will be active until then. The ISP will provide written confirmation upon submission.
10. If there are contract terms the Subscriber will be eligible to pay and fees resulting in the breaking of the terms between the Subscriber and ISP, the subscriber must agree to the terms and condition's before using the ISP's service.
11. The Subscriber accepts that the equipment installed at his premises is his own responsibility, and he is solely responsible for insurance, maintenance and any other process needed to keep the equipment functional. ISP services or replacement of said property shall be payable in full prior to commencement of any such work. Any damage/theft/loss of the equipment will be billed to the account of the Subscriber.

12. This agreement is the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this agreement and fully understands the terms thereof. This Agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be changed or terminated in writing, notice of which is to be acknowledged in writing or electronically by both Parties.
13. The Subscriber and the ISP accept the jurisdiction of the State and federal law nearest to the address of installation of equipment in respect of any legal action arising from this contract.
14. Customer Equipment Configuration. It is understood that under the terms of this Agreement, Ecopost Pty Ltd is under no obligation to configure any of your equipment / leased equipment. All configurations of your equipment, including router configurations, computer configuration, and the like are your sole responsibility. At its discretion Ecopost Pty Ltd may, but is not required to, assist you in configuring your equipment to utilise Ecopost Pty Ltd's service. Any assistance which Ecopost Pty Ltd's may provide is without warranty of any kind and in consideration for such assistance, you expressly waive any and all claims against Ecopost Pty Ltd's which may arise from such assistance. Ecopost Pty Ltd's may provide configuration as a part of a network solution, usually this equipment is locked to protect the intellectual Property of the company. If the Customer owns the equipment they are free to preform a reset and reconfigure the equipment. Ecopost Pty Ltd's will continue to service the equipment providing they meet all other aspects of the terms and conditions.
15. The subscriber must notify the Ecopost Pty Ltd of any service that they wish to cancel. A cancellation form must be filled in and returned to accounts@midcoast.com.au. Failure to do this will results in any service continuing to be billed.
16. Internet Speeds. All speeds mentioned on our website are "Theoretical Maximum Network Speeds. What does that mean? And how fast will my connection actually be? Factors which effect your speed include:
 1. The Plan you select.
 2. Your data usage - have you been shaped for exceeding the data allowance on your plan?
 3. The links between your computer & your modem or the Splash Internet router/Access point.
 4. The links between the Ecopost Pty Ltd's Termination Device or the router & Ecopost Pty Ltd's, including the network in your town or suburb and it's connections to us.
 5. The hardware that you are using to access the Ecopost Pty Ltd's - including: your computer, any other computers, smart phones, tablets etc connected to your Local Area Network, your data transmission method (ethernet cable or WiFi), your router and any other hardware.

6. The software that you are using to access the Ecopost Pty Ltd's - including: software on your computer, software on any other computer or device on your Local Network, software running on any other hardware in your network.
7. The configuration of said software.
8. The source or destination of any transmitted data. For example a website you are accessing may be busy or congested & hence provide a slower data transfer rate than the Theoretical Maximum Network Speed.
9. The type of content you are downloading or uploading. For example the speed of a torrent file will depend not only on your internet connection Theoretical Maximum Network Speed, but also on the connection that each of the devices sharing the file has with the world & the number of devices sharing this file. Our services are all domestic grade connections & are provided as "best effort services".

Ecopost Pty Ltd - Privacy Policy

1. Ecopost Pty Ltd's is committed to protecting your Personal Information in accordance with the Privacy Act 1988 (Privacy Act). Personal Information under the Privacy Act includes any information by which a person's identity can be reasonably determined.
 1. Our Privacy Policy sets out the manner in which we may collect and treat Personal Information.
 2. It also describes how you may access and amend Personnel Information held by us on your behalf.

COLLECTION

3. We may collect Personal Information from you when you instruct us to provide legal services for you. We may also collect Personal Information from you if you attend one of our seminars or subscribe to our mailing list.
4. The Personal Information that we will collect from you usually will include your name, address, telephone number, facsimile number and email address. We may collect additional Personal Information from you if it is necessary to provide our products & services.
5. We will keep your Personal Information secured in our office. If/when your business is completed we may store your records and any related Personal Information at our secured records management facility.

USE AND DISCLOSURES

6. We will not use Personal Information for purposes other than;
 1. providing our products and services; and
 2. providing details of our products and services through our mailing list.
7. If you do not wish to subscribe to our mailing list any longer and wish to be removed please contact our Privacy Officer using the contact details set out in paragraph 5.
8. We will not disclose your Personal Information other than for the purposes of providing our products and services unless required to do so. For example, we may disclose Personal Information to law enforcement agencies, government agencies, courts or external advisers where permitted or required by law.

9. If we provide your Personal Information to a third party we will, unless prevented by law or a court order, require the third party to protect your Personal Information in accordance with the Privacy Act.
10. We will not sell, trade or rent your Personal Information without your prior consent.
11. We may disclose Personal Information to avoid an imminent threat to a person's life or to public safety.

INFORMATION SECURITY

12. We require our employees to perform their duties in a manner that is consistent with our responsibilities under the Privacy Act.
13. We will take all reasonable steps to ensure that paper and electronic records/data containing Personal Information are stored securely in our office.

ACCESS AND AMENDMENT

14. If you wish to access your Personal Information, then you may contact our Privacy Officer and request that this be done. In the interests of your privacy we may require you to verify in writing your identity prior to releasing your Personal Information to you. Any questions you may have in relation to accessing Personal Information should be addressed to our Privacy Officer.
15. We will return the Personal Information to you in accordance with our normal retrieval practices.
16. We will take steps to destroy, amend or de-identify Personal Information in as short a time as possible after being notified by you in writing to do so unless the law requires otherwise.
17. We reserve the right to charge you for the reasonable cost of the retrieving your Personal Information.

OPENNESS

1. Our Privacy Officer will be the first point of contact for inquiries about privacy issues. Individuals wishing to make an inquiry should email Attention Privacy Officer to accounts@midcoast.com.au or post to Ecopost Pty Ltd's, PO Box 722, Port Macquarie NSW 2444

Refund policy

1. As apart of our total commitment to our Members, including those wishing to leave our service, we provide a clear and easy to follow Refund Policy, as we believe it should be easy to get your money in the quickest time frame available.
 1. All Refund applications must be made prior to Account Termination, all Refunds are paid to the Client by original payment method. These payments are processed to the client within 14 - 21 days of an approved Refund Application. You MUST apply for Refund with Ecopost Pty Ltd's Management only, Support Staff are not authorized to process your Refund Application.
 2. Upon approval of your Refund Application, Ecopost Pty Ltd's Management will verbally provide you with a Refund Reference Number, the RRN will also be sent to your nominated email address for further verification. This number is needed should you have any queries regarding your Refund Application. The Customer should not consider their request to have been processed unless they receive this email; it is the Customers responsibility to followup on all Refund Applications. Under our current Privacy Policy, Ecopost Pty Ltd's will not investigate enquiries regarding any claims if the User can not disclose the appropriate RRN.
 3. Ecopost Pty Ltd's will clear all outstanding debts against the account prior to processing Refunds. Any remaining funds will be processed as per Refund Criteria listed below. Ecopost Pty Ltd's does allow for the transfer of funds to another Ecopost Pty Ltd's account upon request. These funds are paid to the designated users balance upon closure of the host account.
 4. Please note: Refunds where the Member has paid Ecopost Pty Ltd's with a Credit Card with incur a 4% Administration Fee. This covers Ecopost Pty Ltd's for all previous banking fees whilst the Member used Ecopost Pty Ltd's Credit Card processing facility. This fee will be charged on the total amount of the Refund. Once deducted, normal Refund conditions will apply as per our Refund Policy listed forthwith.
2. Ecopost Pty Ltd's will NOT process Refunds based on the criteria listed below:
 1. Monthly Accounts who have been billed for the month already.
 2. Mid Month Cancellations requests where Customer used Part month or Funds.
 3. Reimbursement of Funds based on a Verbal Cancellation.
 4. Funds paid to another provider. (Prior to Merger with Ecopost Pty Ltd's)
 5. Domain Hosting Fee's where the Member has not notified Ecopost Pty Ltd's, and had it receipted, of changes regarding its Delegation or Hosting.
3. Alternative utilisation's for declined funds as follows:

1. Email Forwarding: Ecopost Pty Ltd's will forward all received email to the Members new ISP until funds are depleted*
2. External Email Access: Allows the Member to access email from their new ISP until funds are depleted*
3. Transferring the funds to another account within the Ecopost Pty Ltd's network
4. Ecopost Pty Ltd's Reserves the right to make any final decisions in regards to the outcome of any Refund Application.