

UPMART.NET

Internet Access Account Request Form No _____

1. CONTACT DETAILS of the requester

1.1 Name: _____

1.2 Address _____

_____ Pcode _____

1.3 Ph H _____ Mob _____

1.4 Mobile _____

2. PARTIES TO THE REQUEST. I make this request in the understanding that the parties to this request are: myself; Malcolm McClure of UPMART, who is the registered owner of the domain known as www.upmart.net; and Tony White, otherwise known as the ISP.

3. ADDRESSES. The address for service of documents are:

3.1 Tony White: No 4 The Crescent Yea, 3717

3.2 Malcolm McClure: PO. Box 124 Elwood, Vic, 3184

4. DECLARATIONS: I the deponent herein undersigned affirm and declare that

4.1 I am over the age of 18

4.2 I am a member of UPMART,

4.3 My membership Number is _____

4.4 I have signed the UPMART Assenting Petition, which includes the petition to the senate titled "A humble petition to the senate on GST and related matters."

5. www.upmart.net plan. I understand the **terms and conditions** of the UPMART.NET plan are:

5.1 **Duration of access** 12 months access (renewable)5.2 **Access Fee** of \$288 per annum5.3 **Payment terms, Pre-paid** by cheque or money-order.5.4 **Session time limit**, 4 hours, whereupon the user must dial in again to be reconnected.5.5 **Idle time:** Disconnection after 20 minutes of idle (unused) connection time. The use of software to over-ride timeouts is strictly prohibited.5.6 **Access Method**, via dialup modems (56Kb).

5.7 **User Prerequisites**, The User of the account must be a CURRENT member of UPMART and over the age of 18

6. ENTITLEMENTS. Upon meeting the aforesaid **terms and conditions** my entitlements are:

6.1 Up to 4 REAL Mailboxes per account in the format of yourname@upmart.net or your.name@upmart.net

6.2 No download limits.

6.3 10 Mb Personal Website FREE (including 100Mb/Month served FREE)

6.4 FREE Internet Technical Support

6.5 FREE Roaming capability while away from Home, which I understand is only available on request.

6.6 FREE Email Encryption Utility

7. ACCOUNT DETAILS. I want my account details to be as follows, I understand it is my responsibility to keep my user name and password secure:

7.1 **My user-id or username** which I understand must be in **lower case AND be a minimum of 3 letters and a maximum of 8 letters AND which is the name I enter to get onto the internet** to be :

7.1.1 _____

7.2 **My password**, which I understand is **case sensitive** and can be either **upper** or **lower** case and must be at **least 6 characters**, to be:

7.2.1 _____

8. EMAIL ACCOUNTS. I understand each account consists of a name/id and a password. The name can be punctuated by dots or underscores and the passwords are case sensitive and must be at least 6 characters in length. I understand I don't have to get all 4 of the available email accounts at present but I must get at least one.

9. EMAIL ACCOUNT DETAILS.

name /id (minimum of 3 characters)

Password (minimum of 6 characters)

9.1 _____

9.2 _____

9.3 _____

9.4 _____

10. PRIVACY. I make this request on the understanding that the details herein provided are for the sole use of the ISP and UPMART and will not be distributed in any form to any person or entity without my consent or notification.

11. LIABILITY FOR INTERNET CONTENT. I understand that it is my choice and my responsibility for the content seen or downloaded from the Internet via the ISP. I understand that at no time can the ISP, its employees or staff, be held responsible for what I see or do, and no recourse to same can result from my activities.

12. I would / would not be interested in ISDN [] OR ADSL (only avail within 1km of ADSL enabled exchange) [],

13. Signature _____ Date ____/____/____

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **Agreement**, means this Request for internet services the **particulars** of which are outlined on page 1.
- 1.2 **Particulars**, means, Parties, Duration of Access, Access Fee, payment terms, session time limit, Idle time, Access Method, user prerequisites, entitlements, account details, email accounts, email account details.
- 1.3 **ISP**, means Tony White.
- 1.4 **User**, means the **requester**, who must be a natural person and over the age of 18.
- 1.5 **Service**, means the provision of the internet access by the ISP and UPMART.
- 1.6 **Account**, means the Internet service account created for the user by the ISP and UPMART. Once the request has been accepted it is thereafter known as the Account.
- 1.7 **Notices**, means a communication between the parties regarding the Internet service or the particulars thereof. Notices must be in writing, and may be sent by e-mail, facsimile or hand delivery. The Address for service of notices for the user is as on page 1,
- 1.8 **Commencement**. Is the moment when the agreement is activated and the countdown for the termination of the *duration of Access* begins. Commencement shall be
 - 1.8.1 The moment when the service is available to the user or
 - 1.8.2 The moment the ISP has cleared monies paid by the user
2. This agreement represents the entire agreement between the parties.
3. The ISP agrees not to change the details of or cancel the Agreement or the Account unless authorization from the user has been provided.

4. USER RESPONSIBILITIES :

- 4.1 The User understands that the transmission or storage of data is not necessarily secure or confidential, and that User transmits or stores data at the User's own risk.
- 4.2 The User shall provide all computer and telecommunication hardware and software required to support the account and shall properly acquire, configure and operate such hardware and software.
- 4.3 The User agrees not to utilize the account for any criminal activities, including, but not limited to, transmission of copyright materials, illegal, threatening, obscene and libelous material. The User indemnifies and shall keep indemnified the ISP in respect to any loss or damage, suit or proceeding against the ISP by any person in respect to the use of the User's account, including, but not limited to, transmission of an illegal, fraudulent, copyrighted or defamatory material. The User agrees to be personally liable for the actions of any other persons who are allowed, either deliberately or through negligence, to gain access to the internet through the User's account.
- 4.4 The User agrees that the service is exclusive, confidential and non-transferable, unless by express agreement with the ISP. A breach of this sub-section, includes, but is not limited to, disclosure of the User's password, negligently leaving a connected terminal unattended, and/or sharing access with any other party.
- 4.5 The User understands that materials available on the Internet may be unsuitable for minors, and the User will be liable under State andn Federal Law if a minor gains access to inappropriate material through the use of the User's Account.
- 4.6 The User agrees not to breach the security or integrity of the ISP's equipment, and not to use the ISP's equipment, network or resources to launch an attack on the property of any other organization.
- 4.7 The User agrees not to engage in activities, which are regarded as abuse or misuse of the ISP's resources. What constitutes, abuse or misuse may be alleged by the ISP
- 4.8 The User shall abide by all acceptable use policies, rules, regulations and security provisions of all networks and computer systems to which the User gains access while using the Service.

5. PROVISION OF SERVICE

- 5.1 If, pursuant to the discretion of the ISP, the User has breached the User's Responsibilities as aforesaid then:
 - 5.1.1 The ISP reserves the right to deny access to the internet from the User's account
 - 5.1.2 The ISP reserves the right to examine, modify, delay, restrict access to and/or delete any or all such data as is stored and /or passes through the ISP's network and/or computers
- 5.2 The User understands that advice provided by an employee of the ISP is provided in good faith. Any User acting on the advice of an employee of the ISP does so at the User's own risk, and agrees to indemnify the entiy against any damage or loss resulting from acting upon such advice.
- 5.3 Software provided by the ISP is used by the User at the User's own risk. The ISP cannot be held liable for any damage to hardware or software resulting from the use of software provide by the ISP.
- 5.4 The ISP or appointed representatives thereof, shall administer collection of moneys due by the User of the ISP.
- 5.5 Subscription to the Service provided by the ISP entitles the User to use the facilities except where an exclusion or restriction has been made or requested. However, any failure by the User to use the Serrvices does not absolve the User from responsibilities aunder theis Agreement and in particular (but without limitation) from the obligation to pay service fees and all andy any further costs of collectin incurred by the ISP.
- 5.6 The ISP may assign respective rights under the benefit of this Agreement.
- 5.7 Malcolm McClURE warrants to make available the upmart.net domain to Active UPMART members until at least 2013.

6. PAYMENT TERMS

- 6.1 The User agrees that all monies are non-refundable and periodic service fees are payable in advance.
- 6.2 The User is responsible for all recurring fixed and cumulative charges for the account.
- 6.3 The ISP shall give 1 months notice to the User of the impending expiry of the Duration of Access of User's Account, and that the Access Fee is due and payable, before the expiry.
- 6.4 If the user has not renewed his account within 30 days after expiry of the previous Duration of Access, the ISP reserves the right to consider this a cancellation by the User of his/her account, and may notify the User accordingly. At the discretion of the ISP, the ISP may then delete the User's account and mailboxes, web page, mail boxes and mail therein stored and any other service.
- 6.5 At the discretion of the ISP, and in consideration of 12 months of paid service already provided, ISP may provide grace of two weeks extended use of the User's Account, to the User, if the User's indicates an intent to discontinue the account and the User requests some time to tidy up the affairs of his account.
- 6.6 Payment of Accounts may be made by credit card. It shall be taken by the ISP, unless otherwise stated by the User, that the provision of the details of the credit card(s) belonging to the user is an authorization by the User for the ISP to debit the credit card with valid charges when due.
- 6.7 The ISP reserves the right to suspend User access to the Account upon non-payment or rejection of any credit card charges.
- 6.8 Cheques may be subject to reasonable collection and legal fees, as well as interest allowed by law in the various States and Territories of Australia.
- 6.9 The ISP does not accept any responsibility for the User's telephone bills, including those for the cost of using the Service.

7. GENERAL

- 7.1 Neither party shall be responsible for delays or failures in performance resulting from acts beyond its control, such as upstream provider failures, acts of God, acts of war, epidemics, civil insurrection, riot, power outages, fire, earthquakes and other disasters.
- 7.2 By use of the Account, the parties agree to the terms and condition set forth in this agreement.