

TERMS AND CONDITIONS OF USE FOR TECH INFO aDSL INTERNET ACCESS

All Tech Info & Gravity Internet adsl accounts are bound by these conditions of use.

By connecting to a Tech Info / Gravity Internet server, you are agreeing to all conditions of use.

After 04 October 1999, the phrases 'Gravity Internet' or 'Gravity Internet Services' should be taken to mean internet services supplied by Tech Info Pty Ltd.

After 01 September 2000, the phrases 'ascomp.net' or 'ascomp.net.au' should be taken to mean internet services supplied by Tech Info Pty Ltd.

1. The internet services offered by Tech Info will generally be available 24 hours a day, 7 days a week.
2. All users will be notified of upgrades or down time where possible in advance by e-mail to the '...@techinfo.com.au' 'ascomp.net' or '...@gravity.net.au' e-mail address allocated to each customer upon startup of an internet service account. It is the responsibility of each user to check this e-mail address for e-mail notifications from Tech Info management.
3. Tech Info will not be held liable for any loss whatsoever arising from the inability to access any Internet service.
4. Tech Info reserves the right to alter any pricing, service or condition at any time.
5. All users, new and existing can be affected by any price, service or condition change.
6. Tech Info reserves the right to refuse any application for service.
7. Services are only provided to the registered customer.
8. No account is transferable without written permission from Tech Info.
9. The customer must not use their Internet access for any unlawful purpose or in any unlawful manner.
10. 'Unlimited' aDSL connections are provided on an 'acceptable use policy'. This means you can download reasonable amounts of data but may not use the connection to download data in a continuous stream. Doing such will render the contract void and will cause your connection to be cancelled.
11. The customer must not deliberately or carelessly do anything which damages Tech Info's equipment, software, setup or services or use the internet services provided in such a way that adversely affects other users.
12. Tech Info takes no responsibility for the registration of any supplied or downloaded software.
13. Tech Info may terminate an adsl service if the rendered account is not paid within a reasonable time of falling due.
14. Monthly usage is calculated on all time and data received for any login session initiated during a given month regardless of the disconnection date and time.
15. Tech info is in no way responsible for the content or accuracy of information sourced from the Internet, including but not limited to information placed on our servers by our users.
16. Tech Info does not accept any responsibility or accountability for any transaction which is conducted via the internet using the services provided by Tech Info.
17. No user is permitted to post any form of electronic media including but not limited to materials that may be offensive, abusive, indecent, menacing or illegal. It is every users responsibility to have installed on their PC up-to-date virus detection and removal software.
18. Tech Info will refund the full cost of an Internet account that is terminated within 1 week of commencement or where the account has never been accessed after deducting the setup fees and monthly line rental charged by third parties.
19. The minimum contract term for an adsl service is 6 months. If a user wishes to disconnect prior to the expiration of this minimum term, a disconnection fee is payable, currently \$75 inc GST. All supplied hardware which has been fully paid for remains the property of the end user.
20. It is the responsibility of the user to inform Tech Info in writing (post or email) if they wish to terminate an adsl service account.
21. Tech Info reserves the right to disconnect any user for breach of any of the conditions of use.
22. Any user disconnected from the system for breaching any of the conditions of use will not be entitled to any refund.
23. Any user wishing to discontinue an account for any reason is entitled to a 50% refund of the unused portion of amounts paid.
24. The customer must not use their Internet access to annoy, harass or harm other Internet users.
25. In respect of the above, it is the account holders responsibility to control what is being done over the internet connection.
26. The customer will keep safe and confidential any access numbers, codes or passwords allocated to them by Tech Info and notify Tech Info without delay of any disclosure of those codes.
27. The customer, and not Tech Info, is liable for any telephone service charges incurred in respect of any telephone line used by the customer to dial up Tech Info's equipment.
28. Tech Info 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 Tech Info. All payments due by the customer to Tech Info are payable within 14 days of Tech Info delivering an invoice to the customer. Any debt owed by the customer to Tech Info bears interest at 10% per annum with monthly rests from the date it fell due until actually paid.
29. Tech Info 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 Tech Info may delete any computer file it sees fit from its storage disks without giving any reason or incurring any liability for doing so.
30. Where the customer dials up Tech Info before midnight and disconnects after midnight, the entire time online is treated as having been spent on the second day.
31. Tech Info may make and keep any record it requires for the purpose of this agreement or the rules or for the operation of its services.
32. All applications for adsl accounts and/or domain name hosting are to applied for in an individuals name.
In the case of a business, a person responsible for the companies internet activities is to be provided as the single point of contact.