

Terms and Conditions of Service

Age Requirement

The customer must at least be 18 years of age to register with DCS INTERNET for Internet access. By accepting this agreement the customer represents to DCS INTERNET that they meet the age requirements. Children under the age of 18 years old who use the service are assumed to have parental or guardian consent to do so. DCS INTERNET makes no guarantee whatsoever as to the suitability of material able to be accessed through the Internet and recommends that parents who have concerns in relation to the Internet content being viewed by their children provide supervision or acquire filtering software.

Equipment

The customer is responsible for providing and maintaining all of all equipment and software necessary to access the service. The customer acknowledges that DCS INTERNET is not responsible for the maintenance and condition of their telephone line connection.

Payments

All cash payments due by the customer to DCS INTERNET are payable in arrears on the 7th of each month. All credit card direct debits will be debited on the first business day of each month. The customer acknowledges that they understand all charges applicable to their service. Any invoiced account must be paid by the 14th of each month otherwise the account will go on hold and that a late fee of \$5.50 is payable. The customer acknowledges DCS INTERNET invoices via email to their nominated account. Upon agreeing to these terms and conditions the customer acknowledges that any unpaid accounts will be sent to Bay Corp Advantage and the debt will go on the customer's credit record. (privacy act 1988)

Services

ADSL Broadband refers to Asymmetric Digital Subscriber Line service which requires a standard phone line. The connection is a fixed connection within the customer's house.

Wireless Broadband refers to an Internet connection which is transmitted via radio link from an antenna mounted on the customer's roof to a DCS INTERNET tower. The connection is a fixed connection within the customer's house.

Mobile Wireless Broadband refers to a broadband connection that is mobile and not fixed.

Dial up connection refers to a connection that uses a standard phone line to dial a connection to the Internet.

The customer acknowledges that:

1. Continuity and connection speed of their Internet access depends on a wide range of factors, many of which are beyond the control of DCS INTERNET.
2. DCS INTERNET is not responsible or provide support for any software available on the Internet.
3. DCS INTERNET has no control over the accuracy or appropriateness of any information on the Internet.
4. The customers Internet access may be interrupted by a variety of factors, including but not limited to, equipment failure, the need for routine maintenance and peak demand.
5. Modem connection speeds at the maximum theoretical speed of the customers modem may not be achievable in practice.
6. Should the data allowance of ADSL or Wireless Broadband plan be exceeded the customer acknowledges that the connection speed will be slowed to 64k.
7. It is the customer's responsibility to keep their contact and payment details up to date and valid.
8. The customer acknowledges that all accounts are payable regardless of whether the connection/service is being used with the exception being a prepaid service.

At all times DCS INTERNET, will in its best endeavours, keep the Internet access available continuously. However, DCS INTERNET makes no guarantees that access will be available at all times

and shall not be held liable for any losses whatsoever that may be incurred by the customer as a result of the customer's inability to gain access to the Internet. The customer indemnifies DCS INTERNET against any liability, claim, action, suit, demand, loss, cost or expense whatsoever arising out of or in any way connected with this agreement or Internet access, including any negligence by DCS INTERNET or their resellers.

Service Termination

The customer must not deliberately or carelessly do anything that damages DCS INTERNET equipment, software, set up or services. The sending of bulk e-mail (spamming) is strictly forbidden and the customer's account is immediately terminated.

The customer and not DCS INTERNET, is liable for any telephone service charges incurred in respect in of any telephone line used by the customer to dial up DCS Internet's equipment.

DCS INTERNET 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 DCS INTERNET.

Changes to these Terms

DCS INTERNET reserves the right to change any or all of these terms and conditions. Any changes will be made available on the DCSI web page. All amendments to the terms and conditions are effective to all customers within seven days.