

# Grapevine dial-up terms and conditions



## Introduction

### Your Agreement with Grapevine

The following terms and conditions of Service, Service Schedule, Copyright Policy and Acceptable Use Policy (AUP) form the Agreement between Grapevine and the End User.

### The Services provided

The Service included with each Plan is described in the Service Schedule and can be viewed at [grapevine.com.au](http://grapevine.com.au)

### Your Agreement to our terms and conditions of Service

By completing the Grapevine ISP application form or clicking the 'I Agree' button during registration for the Service, the End User is requesting that Grapevine provide the Service for the Plan(s) selected by the End User, in accordance with the terms and conditions of Service (including the Copyright Policy and AUP). By accepting provision of the Service, the End User agrees to comply with the terms and conditions of Service (including the Copyright Policy and AUP) as set out at [grapevine.com.au](http://grapevine.com.au)

### Your responsibility to check for changes

Grapevine may from time-to-time in accordance with the Agreement, make changes to the terms and conditions of Service, Service Schedule, Plan, prices, Copyright Policy and AUP, by notice to the End User. It remains the responsibility of the End User to read and check for changes to the terms and conditions of Service, Copyright Policy and AUP as set out at [grapevine.com.au](http://grapevine.com.au)

### Your responsibility to confirm that the Services provided are charged at local call rates

Where the Service is accessed by a Service Access Telephone Number, in most areas of Australia, calls should be charged at local call rates. However, Grapevine cannot guarantee or give any assurance that calls to the Service Access Telephone Number will result in a local call charge for every End User or from every location. It is the

responsibility of the End User to confirm with their telephone Service provider that calls from the premises where the End User will access the Service using the Service Access Telephone Number will be charged at local call rates. Grapevine will not be liable to the End User under any circumstance for any telephone charges incurred.

## Terms and conditions of Service

This Agreement governs the use of the Service provided by Grapevine to the End User.

### 1. Application

1.1 These terms apply to all dial-up Services Grapevine provides and forms part of our Agreement with the End User.

### 2. Definitions and interpretation

2.1 In these terms and conditions:

- a. "Account" means an End User record retained by Grapevine in relation to any payment or other commercial terms required of the End User under the Agreement;
- b. "Agreement" means the terms and conditions of Service, the Service Schedule and AUP as varied from time-to-time in accordance with the terms of this Agreement;
- c. "AUP" means the Acceptable Use Policy as varied from time-to-time in accordance with the terms of this Agreement;
- d. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010;
- e. "Business Service" means the End User can use the Service for business use, including the use of routers or other connection sharing devices;
- f. "Commencement Date" means the date of registration for the Service by the End User;
- g. "Consumer Guarantee" has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law;
- h. "Consumer Service" means the use of the Service solely by a residential user for personal use and not for any business, commercial or other purpose;
- i. "Contract Period" of a Service means the minimum contract period (if any) specified in the Service Schedule;
- j. "Designated Telecommunications Provider" means a carrier or supplier of telecommunication services, networks, equipment, or infrastructure to Grapevine in respect of the Service, and any businesses providing telecommunications and infrastructure services to such a carrier or supplier, other than TransACT;
- k. "Download Measurement Period" means one month;
- l. "Early Termination Charge" means the Early Termination Charge set out in the Service Schedule;

- m. "End User" means the person identified during registration for the Service as the End User and where two or more persons have been identified, means those persons individually and every two or more of them jointly;
  - n. "Equipment" means any End User equipment used in relation to the Service (for example a PC or modem);
  - o. "Force Majeure Event" affecting a person means anything outside that party's reasonable control including, but not limited to, fire, supplier, carrier or contractor failure to perform or provide any Service or goods affecting the Service as a result of a storm, flood, earthquake, explosion, war, invasion, act of terrorism, rebellion, sabotage, epidemic, labour dispute, labour shortage, act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including, but not limited to, suppliers, carriers, contractors, subcontractors, customers, governments or government agencies);
  - p. "Grapevine" means TransACT Capital Communications Pty Ltd ABN 23 093 966 888 trading as Grapevine Ventures;
  - q. "Interruption" in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service;
  - r. "Invoice" means the payment notice provided to the End User;
  - s. "Invoice Date" means the date on which the charges for the Service are applied to the Account and an Invoice sent to the End User;
  - t. "Network" means the telecommunications systems comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by Grapevine, TransACT or a Designated Telecommunications Provider;
  - u. "Payment Date" means the date as displayed on the Invoice that charges for the Service are debited from the End User;
  - v. "Plan" means the applicable Grapevine Plan set out in the Service Schedule purchased by the End User;
  - w. "Related Grapevine Entity" means an entity that is related to Grapevine in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth);
  - x. "Service" means the Services described in the Service Schedule for the Plan purchased by the End User;
  - y. "Service Access Telephone Number" means the telephone number, if any, provided by Grapevine that the End User uses to connect to the Service;
  - z. "Service Conditions" means any and all of:
    - I. technical conditions for the supply of a dial-up Service;
    - II. where we consider that the consent of any third party is required, obtaining that consent;
    - III. any other obligations of the End User contained in this Agreement.
  - aa. "Service Location" means the premises at which the Service is supplied, or where the End User has requested that the Service be supplied;
  - bb. "Service Schedule" means the schedule to this Agreement which sets out, amongst other matters, the description of the Service, the Plan purchased by the End User, any restrictions (including download restrictions), special conditions, prices and charges payable for the Service;
  - cc. "Service Term" means the period, if any, during which the Service must be provided (subject to early termination in accordance with this Agreement), as specified in the Service Schedule starting on the Commencement Date;
  - dd. "Traffic" includes any voice, data, video, transmission, information or other non-tangible material;
  - ee. "TransACT" means TransACT Capital Communications Pty Ltd (ACN 093 966 888);
  - ff. "TransACT Network" means the telecommunications system owned and operated by TransACT, by which the Service is made available and provided to the End User; and
  - gg. "Unauthorised Traffic" means any Traffic which is not of a nature permitted to be transmitted under the Service Schedule, exceeds any volume restrictions specified in the Service Schedule, is illegal, or defamatory, or breaches any laws or relevant industry codes, or is otherwise prohibited by this Agreement or by Grapevine from time-to-time.
- 2.2 Unless the context otherwise requires:
- a. references to any statute, ordinance or other law includes all regulations and other instruments there under and all

consolidations, amendments, re-enactments or replacements thereof;

- b. words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi governmental and local authority or agency;
- c. where any word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- d. headings included in this Agreement are for convenience only and must be disregarded in the construction of this Agreement;
- e. In all circumstances, any reference to a supplier and/or carrier. (or suppliers and/or carriers) of Grapevine in this Agreement, includes but is not limited to a Designated Telecommunications Provider and TransACT; and
- f. schedules to this Agreement form part of the Agreement.

### 3. Service Schedule

- 3.1 The Service included for the Plan purchased by the End User is set out in the Service Schedule for that Plan.
- 3.2 The Service included within a Plan purchased by an End User is limited exclusively to the Service outlined in the Service Schedule for the relevant Plan.
- 3.3 An End User may register for more than one Plan at any time.

### 4. Provision of Service

- 4.1 The Service is only available to End Users who are persons over 18 years of age.
- 4.2 Where noted in the Service Schedule, only one (1) person is permitted to use the Service at any one time.
- 4.3 The End User may only use the Service for the Service type specified in the Service Schedule.
- 4.4 The Service may not be available to the End User or potential End User. In certain circumstances, the carriers and suppliers of Grapevine determine Service availability and reserve the right to not make the Service available to an End User or potential End User.
- 4.5 Where a Service refers to a transmission speed as set out in a Service Schedule, the transmission speed set out is the maximum theoretical speed achievable under perfect conditions. The End User agrees and acknowledges that the actual transmission speed experienced by the End User may be less than the specified transmission speed and that transmission speeds are affected by many factors outside Grapevine's control, including (but not limited to) Network congestion, load demand, internet congestion, packet overhead, distance from exchange, carriers and supplier performance, line infrastructure, and Equipment capability.
- 4.6 Grapevine will provide the End User with identifications and login information necessary to access the Service by such means as it determines appropriate.
- 4.7 Grapevine will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, Grapevine cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by Grapevine). Where the Service being provided is based on a pool of available modems, at certain times modems may not be available.
- 4.8 The Service is solely and exclusively provided to the End User. The Service accessed through the End User's identification or login information shall be deemed to have been accessed by the End User.
- 4.9 The End User is to provide at its own cost and be responsible for all liabilities for the procurement of Equipment, accessories and training needed for access to the Service. Such liabilities shall include (but not be limited to) all Equipment which is necessary to access and be connected to the Service and all necessary hardware, connections, applications software and virus protection software.
- 4.10 The End User is solely responsible for all telecommunication expenses incurred by the End User in relation to the Service.
- 4.11 Where a Service Access Telephone Number provided is listed as being charged at a local call rate, the End User is responsible to confirm with its telephone Service provider (for example, TransACT, Telstra or Optus) that use of this number will be charged at local call rates. Grapevine makes no guarantee or assurance that a Service Access Telephone Number will be charged at local call rates.
- 4.12 Grapevine will not under any circumstances be liable for any telecommunication expenses incurred by the End User in relation to the Service, including, but not limited to, STD call charges.
- 4.13 Grapevine Starter, Light and Medium plans are usage based and overrun charges do apply. Plan details are available at [grapevine.com.au](http://grapevine.com.au)
- 4.14 The End User is responsible for arranging a phone connection.

- 4.15 Unless Grapevine agrees otherwise in writing, it will not configure the End User's network or workstations.
- 4.16 Certain products and services are incompatible with the Service. It is the End User's sole responsibility to ensure that the Service is compatible with any products or services that may rely on, or require connection to, the Service.
- 4.17 The Service may not be available to the End User or potential End User. In certain circumstances, the carriers and suppliers of Grapevine determine Service availability and reserve the right to not make the Service available to an End User or potential End User.

### 5. Supply of Grapevine dial-up Plans

- 5.1 Grapevine will provide the End User with a Service if the End User and the Service Location satisfy the following conditions:
  - a. all Service Conditions;
  - b. Grapevine's application and credit requirements;
  - c. that Grapevine is technically able to provide the Service at the Service Location; and
  - d. the End User has a functioning fixed phone line.

### 6. Suspension of Service

- 6.1 Grapevine may at any time at its sole discretion (including without notice) suspend, disconnect or alter access to the Service immediately where:
  - a. Grapevine or any other party (including any of Grapevine's suppliers, carriers or contractors) undertakes the repair, modification, maintenance or upgrade of any Service, product or facility affecting any part of the Services or to attend to any emergency;
  - b. any of Grapevine's suppliers, carriers or contractors by their acts or omissions, suspends, disconnects, alters access to or fails in any way to provide any part of the Service or any Network, Service, product or facility affecting any part of the Service, for any reason whatsoever (including but not limited to the exercise of a contractual right by them);
  - c. it is reasonably required to reduce or prevent fraud, damage or interference with the Service;
  - d. it is reasonably required to reduce or prevent illegal conduct by the End User or any other person in relation to the use of the Service;
  - e. the End User breaches a material term of this Agreement, the Copyright Policy or AUP and that breach:
    - I. is incapable of remedy; or
    - II. is capable of remedy, and the End User does not remedy that breach within 14 days after Grapevine gives the End User notice to do so;
  - f. Grapevine believes it is necessary to do so to comply with any law and/or order, instruction or request of government, emergency Services or other competent authority; or
  - g. the End User fails to pay any amount due to Grapevine by the Payment Date, and the End User fails to pay that amount within 7 days after Grapevine gives the End User notice requiring payment of that amount.

### 7. Service Term and Contract Period

- 7.1 Subject to any other term of this Agreement, if the Service is subject to a Contract Period, the Contract Period, including any applicable early termination fees, is as outlined in the Service Schedule.

### 8. Service charges and accounting policy

- 8.1 Unless otherwise set out in the Service Schedule:
  - a. charges for the Service are levied in advance on the Commencement Date and each Invoice Date thereafter. Payment is due on the Payment Date; and
  - b. to the extent permitted by law, no charges paid in relation to the Service are refundable under any circumstances.
- 8.2 All charges levied for a Service provided under this Agreement are to be paid by direct debit or by a valid credit card (excluding American Express and Diners).
- 8.3 As outlined in the Service Schedule a fee will automatically apply each time a payment fails or is not effected as a result of an act or omission of the End User (for example, where the End User has insufficient funds or credit in the nominated bank account or credit card, or where the End User changes the underlying bank account and fails to notify Grapevine at least 30 days before the next payment is due). The End User is liable for any bank fees incurred as a result of insufficient funds in their account.
- 8.4 The End User agrees to indemnify Grapevine for all costs, liabilities, legal and other expenses arising from the use of any invalid credit card, or any other form of payment used by the End User to pay for Grapevine's charges.
- 8.5 Plan changes may be requested by the End User to take effect on either the next anniversary date or within 48 hours.

## 9. Limited liability

- 9.1 Grapevine agrees to provide the Service to the End User subject only to the terms, conditions and warranties contained in this Agreement and the Consumer Guarantees. Any liability that Grapevine might otherwise have to the End User in connection with this Agreement or Service is expressly excluded.
- 9.2 Subject to clause 9.3, in the case of Interruptions to the Service, Grapevine will comply with its obligations under the Australian Consumer Law by offering the End User:
- a refund or rebate for the period of the Interruption; and
  - where the Interruption is caused by Grapevine's breach of a Consumer Guarantee, compensation for any reasonably foreseeable loss incurred.
- 9.3 The refund or rebate in clause 9.2a does not apply to Interruptions which occur because of:
- a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 6.1;
  - a fault or other event which may reasonably be attributed directly or indirectly to the Equipment;
  - the End User's acts or omissions; or
  - scheduled maintenance to the Network, a Designated Telecommunications Provider's network or any equipment the End User purchases from Grapevine for less than 1 hour.
- 9.4 Except for liability which is expressly accepted by us under this clause 9 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with the Agreement.
- 9.5 Grapevine's liability for any loss, cost, liability or damage suffered or incurred by the End User under or in connection with this Agreement or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that the End User's acts or omissions or the End User's equipment (or the acts, omissions or equipment of a third person) caused or contributed to that loss, cost, liability or damage.
- 9.6 Grapevine excludes any liability to the End User for any consequential loss suffered or incurred by the End User, except to the extent that the End User is entitled to recover reasonably foreseeable loss under the Australian Consumer Law.
- 9.7 Grapevine accepts liability to the End User for the acts of its agents in accordance with the principles of vicarious liability at common law. However, to the extent permitted by law, Grapevine has no liability to the End User or to any other person for the acts, omissions or defaults of any supplier who is not acting as Grapevine's agent, or any person who provides goods or services directly to the End User for use in connection with a Service.
- 9.8 The End User acknowledges and agrees that material or content accessible through the internet may be of an unsuitable nature, including but not limited to obscene material, pornographic material, offensive or disturbing material, racist and homophobic material. The End User agrees that Grapevine shall have no liability whatsoever for any information or materials that are accessed using the Service or transmitted through the Service (whether such access or transmission is intentional or otherwise).
- 9.9 The End User's modem or other hardware failures does not entitle the End User to refunds of subscription or connection charges.

## 10. Indemnity

- 10.1 The End User indemnifies Grapevine from all actions, claims, demands, suits, loss, liability, injury, damage, costs or expenses whatsoever suffered or incurred by Grapevine, its officers, agents and contractors (including but not limited to consequential, indirect and economic loss) arising from, or in connection with:
- any use of the Service by the End User or any other person, whether or not authorised by the End User;
  - any broadcast, use, transmission, reproduction or supply of materials by the End User;
  - any breach of any other party's rights by the End User;
  - any damage to Grapevine's or other party's systems or Networks brought about by the End User;
  - any negligence or unlawful act of the End User; or
  - any breach of the terms of this Agreement by the End User.

## 11. Force Majeure

- 11.1 If a Force Majeure Event affecting Grapevine precludes it partially or wholly from complying with its obligations under this Agreement (affected obligations) then Grapevine's obligation to perform the affected obligations will be suspended for so long as the affected obligations cannot be performed due to the Force Majeure Event.

## 12. Security

- 12.1 The End User is responsible for protecting Equipment from:
- security threats; and

- viruses, trojans, worms and other malware.

- 12.2 The End User acknowledges and agrees that any Service provided to the End User by Grapevine is provided on the basis that the End User will conduct all such tests and virus scanning as may be necessary before use and that Grapevine and Grapevine's carriers and suppliers will not be responsible for any loss or damage (including consequential loss or damage howsoever caused) which may be incurred as a result of any virus, worm, trojan or other defect that may be present in the Service and/or Plans supplied.
- 12.3 The End User must ensure the Service is not used for any unauthorised or unlawful access or use of another customer's internet service.
- 12.4 The End User authorises Grapevine to scan or conduct any assurance testing of the security of the Network and/or the End User's Service (including any IP address ranges allocated to the End User in connection with the Service) for the purposes of helping the End User improve the security of the use of the End User's Service, but Grapevine is not obligated to do so.
- 12.5 Without limiting the definitions set out in clause 2, for the purposes of clause 12.4:
- references to "Grapevine" includes any Related Grapevine Entity; and
  - references to "Service" includes any Equipment.

## 13. Contact with Grapevine

- 13.1 The End User may contact Grapevine from time-to-time in relation to the Service provided by Grapevine, including if there is a problem in relation to the Service. The End User may not at any time contact a Designated Telecommunications Provider in relation to this Agreement or the Service provided by Grapevine to the End User.
- 13.2 Subject to any other term of this Agreement, Grapevine may from time-to-time undertake promotions and make special offers in relation to the Service provided to the End User. All promotions are offered subject to their terms and conditions. Grapevine may at any time at its discretion withdraw, alter or otherwise modify the promotions and special offers.

## 14. End User information

- 14.1 Grapevine shall treat End User information in accordance with Grapevine's privacy policy at [grapevine.com.au](http://grapevine.com.au)
- 14.2 Grapevine may use the contact details of the End User:
- to contact or correspond with an End User for the purposes of this Agreement; or
  - to send an End User newsletters and promotional offers from Grapevine or a third party.
  - If an End User does not wish its details to be used for information or promotional purposes, then the End User should contact Grapevine on 13 35 00.
- 14.3 Grapevine may release the End User's personal information when Grapevine believes, in good faith, that such release is reasonably necessary to:
- comply with the law or any contractual obligation owed by Grapevine to a carrier or supplier;
  - enforce or apply the terms of this Agreement; and
  - protect the rights, property or safety of Grapevine, suppliers, carriers or users, and others.
- 14.4 Notwithstanding any other provision of this Agreement, the End User agrees that Grapevine may use the End User's personal information to verify their details and obtain credit information about them from related entities, credit providers, credit reporting agencies and TransACT Capital Communications Pty Ltd ACN 093 966 888.

## 15. Termination of Service

- 15.1 Subject to any other term of this Agreement, Grapevine or the End User may terminate the Service for any reason whatsoever upon providing no less than five business days notice to the other.
- 15.2 Notice of termination of the Service must, where notice is being given by the End User, be received by:
- an email sent to the Grapevine Accounts mailbox at [accounts@grapevine.com.au](mailto:accounts@grapevine.com.au);
  - a letter sent to the Grapevine registered address as set out at [accounts@grapevine.com.au](mailto:accounts@grapevine.com.au); or
  - calling Grapevine on 13 35 00 (option 2).
- 15.3 Notice of termination of the Service must, where notice is being given by Grapevine, be given by:
- a fax sent to the End User's registered fax number;
  - a letter sent to the End User's registered address;
  - an email sent to the End User's registered email address; or
  - calling the End User's registered contact telephone number.
- 15.4 Notwithstanding any other clause of this Agreement, Grapevine may terminate the Service immediately if:

- a. any contract between Grapevine and any of its suppliers of underlying Service components, contractors, suppliers or carriers is terminated, expires or is suspended for any reason, in whole or in part (including, but not limited to its contracts with a designated carrier or supplier or TransACT);
  - b. the End User fails to ensure that Grapevine's goodwill and proprietary rights are protected at all times;
  - c. it is required to do so by a court, government or regulatory agency;
  - d. there is an emergency;
  - e. a suspension under clause 6 or Force Majeure Event under clause 11 continues for in excess of five days;
  - f. after being notified (via email or telephone) that the End User has failed to treat TransACT staff or its contractors' staff with respect and common courtesy. For the purposes of this clause, Grapevine has sole discretion as to what constitutes respect and/or common courtesy (for example, swearing or abusive language towards Grapevine or its contractors' staff does not constitute respect or common courtesy); or
  - g. the End User is declared bankrupt.
- 15.5 Termination will be without prejudice to any right, remedy or relief either party may be entitled to by reason of the default, breach or non-observance that occurred prior to the termination.
- 15.6 If the End User terminates the Agreement prior to the end of the Contract Period, Grapevine may impose an early termination payment as specified in the Service Schedule. The amount of any early termination payment is a genuine pre-estimate of the loss we will incur as a result of the End User's termination under this clause and includes our costs of installing and provisioning the Service.
- 15.7 The End User may have a right to terminate the Agreement within the Contract Period if Grapevine makes certain changes to this Agreement without the End User's consent. Information about changing this Agreement is contained in clause 17 below.
- 15.8 This clause 15 continues to apply following the termination or expiration of the Agreement.
- 16. Goods and Services tax and withholding tax**
- 16.1 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the supplier may increase the consideration for that supply by an amount not exceeding the amount of the consideration multiplied by the rate at which GST is imposed in respect of the supply pursuant to A New Tax System (Goods and Services Tax) Act 1999;
- 16.2 If the End User is required by foreign law to withhold tax from payments to the supplier, the End User must:
- a. provide the supplier with official receipts reflecting the amount of tax withheld, which are adequate for the supplier to receive credit for such taxes paid; and
  - b. minimise withholdings to the extent possible, in order to protect the suppliers exposure to the limitation imposed by the government tax authorities for such credit.
- 17. Changes to the Agreement**
- 17.1 From time-to-time we may need to vary this Agreement, including any aspect to the Plans or certain charges, or introduce new charges, without the End User's consent.
- 17.2 Subject to the exceptions contained in clause 17.3 below, if we consider that a proposed change to this Agreement will have a detrimental impact on End User, we will give End User:
- a. notice of the proposed change at least 21 days before it takes effect; and
  - b. the option to terminate this Agreement within 42 days without incurring any additional fees or penalties (other than any outstanding charges owed for the provision and use of the Service).
- 17.3 Clause 17.2 does not apply where the change made is:
- a. likely to benefit End User, or have a neutral or minor detrimental impact on End User, in which case Grapevine will provide not less than five (5) days notice of the proposed change. However if End User can demonstrate that the change will have more than a detrimental impact on the End User, the End User will have the right to terminate in accordance with clause 17.2b;
  - b. to ancillary charges, including but not limited to administration fees and callout charges;
  - c. to the fee or charge for the Service where the fee or charge is a tax imposed by law;
  - d. as a result of a third party increasing the amount charged to us for premium or content services (if this occurs we will give the End User reasonable notice if the End User has used the service in the past six months, and allow the End User to cease getting the service without incurring any fees or penalties); or
  - e. in accordance with tax or law.
- 18. End User acknowledgement**
- 18.1 The End User warrants that he or she is over 18 years of age.
- 18.2 The End User acknowledges and agrees that in relation to the use of the Service provided by Grapevine, Grapevine has no control over nor is responsible for:
- a. other than by included Service restrictions (such as session limit) as set out in the Service Schedule, the time that the End User spends accessing the internet;
  - b. other than by included Service restrictions as set out in the Service Schedule the amount of data downloaded by the End User from the internet; and
  - c. material or content that the End User accesses, views or receives through the internet.
- 18.3 The End User agrees to provide Grapevine with accurate and complete information regarding personal details, and credit card, direct debit or other payment details.
- 18.4 The End User agrees to provide Grapevine with updated accurate information upon request regarding personal details, and credit card, direct debit or other payment details.
- 18.5 The End User agrees to be bound by and comply with this Agreement and any changes to this Agreement made pursuant to clauses 17.
- 18.6 The End User acknowledges and agrees that it is not the responsibility of Grapevine to provide training in the use of the Service pursuant to this Agreement.
- 18.7 The End User must:
- a. use the Service in a responsible manner;
  - b. comply with all conditions of this Agreement when using the Service;
  - c. maintain the confidentiality of passwords and other access codes to the Service, and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the Service;
  - d. regularly check and read all messages and announcements posted or published on Grapevine's website or sent by Grapevine via email; and
  - e. regularly check and read the terms and conditions of Service, Service Schedule, Copyright Policy and the AUP published on Grapevine's website, as amended from time-to-time.
- 18.8 The End User accepts responsibility for any use or misuse of the End User's Service by another party, whether the End User is aware or unaware of this use, and whether the End User allows or disallows this use, in accordance with the terms of this Agreement.
- 18.9 The End User remains responsible at all times for the supervision of all persons under the age of 18 years who use or access the Service.
- 18.10 The End User remains responsible for all material, content or otherwise viewed by persons under the age of 18 years and all information transmitted to persons under the age of 18 years who use or access the Service.
- 18.11 The End User acknowledges and agrees that the internet may contain viruses and that viruses are regularly transmitted over the internet. The End User agrees that at all times the End User remains responsible for the installation and maintenance of suitable, effective virus protection software and that neither Grapevine or Grapevine's carriers or suppliers shall be liable under any circumstances for any damage caused by a virus.
- 18.12 The End User acknowledges and agrees that the internet is generally not a secure technology and that it is possible for other people to obtain access to information, documents and materials transmitted over the internet.
- 18.13 The End User will not pass off or represent that it is an employee, agent, representative or is otherwise associated with Grapevine or Grapevine's carriers or suppliers.
- 18.14 Without limiting any other clause of this Agreement, the End User must not do, or permit to be done, nor omit or permit the omission of anything which:
- a. causes damage to the Network or any other Network connected to the Network, Grapevine's or its suppliers' and carriers' equipment or the Service;
  - b. results or may result in interference with or modification of the operation of the Network (including but not limited to infrastructure, gateways and security devices) or any other Network connected to the Network, Grapevine's or its suppliers, carriers and contractor's equipment or the equipment or Network of any other person, the Service, relevant Service numbers or internet protocol addresses;
  - c. is connected with the transmission of any computer virus that may adversely affect any equipment, Network or the Service or any other users;
  - d. violates or infringes any duty or obligation in contract, tort or otherwise to any third person;

- e. may expose Grapevine or its suppliers, carriers or third party providers to the risk of any legal or administrative action including prosecution under law; or
  - f. would breach any law, including but not limited to the transmission of any defamatory, offensive, abusive, indecent, spam or menacing material or making of any hoax call.
- 18.15 The End User must ensure that no Unauthorised Traffic is used in respect of the Service including but not limited to ensuring that no Unauthorised Traffic enters the Grapevine Network. The End User must comply with any reasonable instruction given by Grapevine to prevent Unauthorised Traffic from being used in respect of the Service or entering the Grapevine Network.
- 19. Relocating the End User Service**
- 19.1 This clause applies if the End User requests that Grapevine relocate the Service to a new Service Location outside the Grapevine Network.
- 19.2 The End User and the new Service Location must satisfy all Service Conditions.
- 19.3 Relocation charges may apply and will include charges payable to a wholesaler for the relocation of the Service. The amount of the charge will be outlined in the Service Schedule.
- 20. Execution and modification**
- 20.1 This Agreement is deemed to have been executed and agreed to by the End User, upon registration for the Service by the End User and acceptance of the provision of the Service by Grapevine to the End User.
- 21. Severability**
- 21.1 Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
- 22. No assignment**
- 22.1 The End User must not assign or otherwise deal with this Agreement or any right under this Agreement without the prior written consent of Grapevine.
- 23. Entire Agreement**
- 23.1 This Agreement constitutes the entire Agreement between the parties as to its subject matter.
- 24. Governing law**
- 24.1 This Agreement is governed by the laws of the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts in that Territory.