

# Grapevine (TransACT Network)

## 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, you are requesting that Grapevine provide the Service for the Plan(s) selected by you, in accordance with the terms and conditions of Service (including the Copyright Policy and AUP). By accepting provision of the Service, you agree 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 you. 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 internet Services Grapevine provides on the TransACT Network and forms part of our Agreement with you.

#### 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. "Business Service" means the End User can use the Service for business use, including the use of routers or other connection sharing devices;
- e. "Commencement Date" means the date of registration for the Service by the End User;
- f. "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;
- g. "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;
- h. "Download Measurement Period" means one month;
- i. "End User" means the person identified during registration for the Service as the End User;
- j. "Equipment" means any End User equipment used in relation to the Service (for example a PC or modem);
- k. "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);

- l. "Grapevine" means TransACT Capital Communications Pty Ltd ABN 23 093 966 888 trading as Grapevine Ventures;
  - m. "Invoice" means the payment notice provided to the End User;
  - n. "Invoice Date" means the date on which the charges for the Service are applied to the Account and an Invoice sent to the Customer;
  - o. "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;
  - p. "Payment Date" means the date as displayed on the Invoice that charges for the Service are debited from a Customer;
  - q. "Plan" means the applicable Grapevine Plan set out in the Service Schedule purchased by the End User;
  - r. "Service" means the Services described in the Service Schedule for the Plan purchased by the End User;
  - s. "Service Access Telephone Number" means the telephone number, if any, provided by Grapevine that the End User uses to connect to the Service;
  - t. "Service Conditions" means any and all of:
    - a. technical conditions for the supply of a broadband Service;
    - b. where we consider that the consent of any third party is required, obtaining that consent;
    - c. any other obligations of the End User contained in this Agreement.
  - u. "Service Location" means the premises at which the Service is supplied, or where you have requested that the Service be supplied;
  - v. "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;
  - w. "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;
  - x. "Traffic" includes any voice, data, video, transmission, information or other non-tangible material;
  - y. "TransACT" means TransACT Capital Communications Pty Ltd (ABN 23 093 966 888);
  - z. "TransACT Network" means the telecommunications system owned and operated by TransACT, by which the Service is made available and provided to you; and
  - aa. "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 The End User may only use the Service for the Service type specified in the Service Schedule.
- 4.3 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.
- 4.4 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.
- 4.5 Grapevine will provide the End User with identifications and login information necessary to access the Service by such means as it determines appropriate.
- 4.6 The Service is not risk-free and depends on factors outside the control of Grapevine. Grapevine accepts no liability for any loss, expenses or damages to the End User or any third party arising directly or indirectly from the End User's or other party's use of any Service.
- 4.7 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 TransACT Network 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 Usage plans are based on actual usage and overrun charges do apply. Plan details are available at [www.grapevine.com.au](http://www.grapevine.com.au)
- 4.14 For plans which commenced on or after 27 July 2011, if your data quota is reached for either peak or off-peak traffic, that traffic type will be shaped to 128kbps for the remainder of your billing cycle. You can still continue to use the other traffic type at full speed until that quota is reached.  
  
For shaped plans which commenced prior to 27 July 2011, if your data quota is reached for either peak or off-peak traffic, that traffic type will be shaped to 72kbps for the remainder of your billing cycle. You can still continue to use the other traffic type at full speed until that quota is reached.  
  
For usage plans which commenced prior to 27 July 2011, if your overrun cap amount is reached your peak data will be shaped to 72kbps for the remainder of your billing cycle. If your data quota is reached for off-peak traffic, that traffic type will be shaped to 72kbps for the remainder of your billing cycle.
- 4.15 The End User is responsible for arranging a TransACT broadband connection.
- 4.16 Unless Grapevine agrees otherwise in writing, it will not configure the End User's network or workstations.
- 4.17 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.
- 4.18 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 broadband Plans on the TransACT Network

- 5.1 Grapevine will provide you with a Service if you 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. you have a TransACT broadband connection.

### 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. Grapevine reasonably believes there has been a breach of this Agreement, the Copyright Policy or AUP by the End User or an actual breach by the End User;
  - 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 amounts or charges due to Grapevine.

### 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 gives no warranty or guarantee in relation to the fitness for purpose or standard of the Service provided or supplied.
- 9.2 The End User acknowledges that it has not relied upon any representation or warranty made on behalf of Grapevine in relation to the Service. In particular the End User acknowledges that any entity or person using the Service does so on the basis that any information provided by Grapevine to the End User is based on data available to Grapevine at the time of preparation and Grapevine neither gives any guarantee, assurance or warranty nor makes any representation as to the timeliness of, or accuracy of, the information.
- 9.3 The End User agrees that under no circumstances will Grapevine and/or any of its carriers, suppliers, officers, agents or contractors be liable or responsible in any way to the End User or any other person or entity for any loss, damages, costs, expenses or other claims (including any special, indirect, consequential or incidental loss or damage to the End User, including but not limited to loss of business opportunity, business interruption, lost profits or for punitive or exemplary damages), as a result, direct or indirect, of any defect, error, deficiency or discrepancy in the Service including their form, content and timeliness of delivery, including, without limitation, for or in relation to:
  - a. any Service supplied to the End User;
  - b. any delay in supplying the Service;
  - c. any failure to supply the Service;
  - d. any technical or non-technical failure; or
  - e. any content or information accessed via any Service with or without authorisation of the End User.

9.4 The Trade Practices Act 1974 and certain State and Territory legislation may imply certain conditions and warranties into this Agreement for the benefit of the End User. To the extent permitted by law:

- a. such conditions and warranties are expressly excluded; and
- b. Grapevine's liability, if any, arising from the breach of such conditions and warranties is limited at its sole choice to any one or more of the following:
- c. for goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having those goods repaired; and/or
- d. for Service, the supply of the relevant Service again, or the payment of the cost of having the relevant Service supplied again.

9.5 A designated carrier or supplier is not liable to the End User:

- a. whether arising under contract, tort or any form of negligence or otherwise in relation to the supply of any Service to the End User by Grapevine, any delay in supplying Service or any failure to supply Service; or
- b. for any special, indirect, consequential or incidental loss or damage to the End User, including but not limited to loss of business opportunity, business interruption, lost profits or for punitive or exemplary damages. Furthermore, the End User shall not sue a Designated Telecommunications Provider or any person supplying telecommunication or infrastructure Services to Grapevine in respect of the provision or use of the Service.

9.6 The End User releases Grapevine from all claims arising out of or in connection with the supply of the Service.

9.7 The End User acknowledges that the Service is always used at the End User's own risk.

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:

- a. any use of the Service by the End User or any other person, whether or not authorised by the End User;
- b. any broadcast, use, transmission, reproduction or supply of materials by the End User;
- c. any breach of any other party's rights;
- d. any damage to Grapevine's or other party's systems or Networks brought about by the End User;
- e. any negligence or unlawful act of the End User; or
- f. 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:

- a. security threats; and
- b. 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.

## 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 [www.grapevine.com.au](http://www.grapevine.com.au)

14.2 Grapevine may use the contact details of the End User:

- a. to contact or correspond with an End User for the purposes of this Agreement; or
- b. 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:

- a. comply with the law or any contractual obligation owed by Grapevine to a carrier or supplier;
- b. enforce or apply the terms of this Agreement; and
- c. 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 ABN 23 096 966 888.

## 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:

- a. an email sent to the Grapevine Accounts mailbox at [accounts@grapevine.com.au](mailto:accounts@grapevine.com.au);
- b. a letter sent to the Grapevine registered address as set out at [grapevine.com.au/support/](http://grapevine.com.au/support/); or
- c. 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. a fax sent to the End User's registered fax number;
- b. a letter sent to the End User's registered address;
- c. an email sent to the End User's registered email address; or
- d. 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. the End User fails to observe or perform any terms or obligations in this Agreement, the Copyright Policy or AUP;
- d. it is required to do so by a court, government or regulatory agency;
- e. there is an emergency;
- f. a suspension under clause 6 or Force Majeure Event under clause 11 continues for in excess of five days;
- g. 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
- h. 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 your 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:
- 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
  - 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 your 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 you, we will give you:
- notice of the proposed change at least 21 days before it takes effect; and
  - 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:
- likely to benefit you, or have a neutral or minor detrimental impact on you, in which case Grapevine will provide not less than five (5) days notice of the proposed change, however if you can demonstrate that the change will have more than a minor detrimental impact on you, you will have the right to terminate in accordance with clause 17.2(b);
  - to ancillary charges, including but not limited to administration fees and callout charges;
  - to the fee or charge for the Service where the fee or charge is a tax imposed by law;
  - as a result of a third party increasing the amount charged to us for premium or content services (if this occurs we will give you reasonable notice if you have used the service in the past six months, and allow you to cease getting the service without incurring any fees or penalties); or
  - in accordance with any 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:
- 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;
  - 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
  - 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:
- use the Service in a responsible manner;
  - comply with all conditions of this Agreement when using the Service;
  - 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;
  - regularly check and read all messages and announcements posted or published on Grapevine's website or sent by Grapevine via email; and
  - 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 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:
- causes damage to the Network or any other Network connected to the Network, Grapevine's or its suppliers' and carriers' equipment or the Service;
  - 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;
  - is connected with the transmission of any computer virus that may adversely affect and equipment, Network or the Service or any other users;
  - violates or infringes any duty or obligation in contract, tort or otherwise to any third person;
  - 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
  - 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 TransACT 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 it entering the TransACT Network.

## 19. Relocating your Service

- 19.1 This clause applies if the End User requests that Grapevine relocate the Service to a new Service Location outside the TransACT 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.