

1 General

- 1.1 This Agreement becomes operative upon our acceptance of your Application for Service.
- 1.2 This Agreement is firm and binding on the parties for the minimum period.
- 1.3 The provisions of this Agreement apply to all of our customers.
- 1.4 You confirm that you are at least 18 years old and that there is no legal impediment to your making this Agreement.
- 1.5 In the provision of services to the Customer, we may use any means we determine appropriate including the use of any combination of our own resources and those of other providers of internet services.
- 1.6 We use our best endeavours to provide the services. We however, shall not be held liable if our inability to provide the services is caused directly or indirectly by any act or omission of the customer, any third party or by reason of an event of *force majeure*.
- 1.7 Before commencing the service, we may need to modify or install necessary equipment to our satisfaction and make arrangements with other suppliers for the provision of the services.
- 1.8 These Terms and Conditions also include those terms and conditions included in our our Acceptable Use Policy. Privacy Policy and our Service Level and Mutual Obligations Policy.

2 Definitions

Acceptable use policy means the terms and conditions governing the use of the services of alpha dot net Australia Pty Ltd (ABN 50 074 289 151).

Access Period means an agreed renewable period of time paid for in advance.

Application for service means Customer's application setting out the description of the service required by the Customers.

Agreement means the Agreement between alpha dot net Australia Pty Ltd as provider and the Customer as end user of our Services.

Carrier means a carrier as defined in the Telecommunications Act 1997.

Charges means all money payable by the Customer to alpha dot net Australia Pty Ltd for services provided.

Confidential Information includes information and all other knowledge with respect to alpha dot net Australia Pty Ltd, its products, services and the terms of this agreement (including prices and charges), or information considered by us as confidential regardless of its form, or which by its nature is considered confidential, but excludes information that is in the public domain.

Customer means the person or corporation applying to us and accepted by us as user of our services.

Customer Premises means the premises to which our services are to be connected for the use of the Customer.

GST means the goods and services tax levied or imposed by the Commonwealth of Australia under A New Tax System (Goods and Services Tax) Act 1999.

Minimum Period means the minimum term of this Agreement specified in the Application for Service or in the relevant price list.

Rate Card means the list of fees for standard services as posted on our website.

Service Access Line means the dedicated access line between our premises and the Customer Premises or between two or more Customer Premises as approved by us for use in connection with our services.

Service means services supplied by alpha dot net Australia Pty Ltd to Customers including the installation, supply and maintenance of those services and associated equipment.

We means alpha dot net Australia Pty Ltd (ABN 50 074 289 151) and the words alpha dot net, us and our have the corresponding meaning referring to alpha dot net Australia Pty Ltd (ABN 50 074 289 151).

3 Access Period

- 3.1 You agree to subscribe to our services for either a Fixed Term as specified in the Service Agreement or a Monthly Term.
- 3.2 We shall provide the Service to the Customer from the commencement date for the duration of the access period.
- 3.3 On expiry of the Term the services may be renewed for subsequent Terms of similar duration to the Initial Term, subject to approval by us or carrying over on a monthly basis. We will provide these continuing services on the terms and conditions set out in this Agreement.
- 3.4 Renewal of this agreement for a subsequent period may involve an adjustment to the charges as a condition of alpha dot net providing its consent to renewal.

4 Provision of Services

- 4.1 We shall provide the services on a continuous basis and shall inform the Customer if the service is unavailable for access due to maintenance or any other factor.
- 4.2 We shall provide the client with all identification and login information required for connection to the service.
- 4.3 alpha dot net will provide a help desk: The help desk can be contacted by telephone on 02 9211 7782, at the times published on our website;
 - 4.3.1 The help desk can be contacted by email at support@alpha.net.au;
 - 4.3.2 The help desk support is limited to assisting you to gain or regain access to services supplied by alpha dot net;
 - 4.3.3 The help desk excludes support for applications installed on your computer including, but not limited to, virus protection and firewall software.
- 4.4 We shall use reasonable efforts to rectify any problems as soon as possible.
- 4.5 If you report a fault and we find there is no fault or the fault was not caused by us, we may charge you for any work we have done to try to find the fault or repair it in accordance with the rates set out in the alpha dot net Rate Card.
- 4.6 We have the right, without liability, to suspend the provision of the Services to the customer, if:

- 4.6.1 The customer is in default of any payment or obligation under this Agreement;
- 4.6.2 We are required to perform maintenance or other service work in connection with the Service Access Line or its network or systems;
- 4.6.3 We are required to comply with any requirement of any government or semi-government organization or in any emergency.
- 4.7 If we suspend the provision of services pursuant to Clause 4.6.3, we shall give to the Customer a pro-rata rebate of the monthly service fee for the period of suspension.
- 4.8 Our Service is provided without warranty that it is continuous or fault-free. Subject to the Law and this Agreement we shall not be held liable for any loss or disappointment you may suffer as a result of any faults or interruptions to our Service.
- 4.9 Our liability for failure to supply the services under this agreement is limited to re-supplying or paying for the re-supply of the services or materials at our discretion.
- 4.10 We shall not be liable for any consequential loss or damage of any nature that the Customer might suffer in the use of services, however caused.

5 Use of Services

- 5.1 Throughout the access period, the Customer shall comply with the provisions of these Terms and Conditions, our Acceptable Use Policy and our Service Level and Mutual Obligations Policy.
- 5.2 The Customer acknowledges that we do not in any way supervise, edit or control the content or form of any information or data accessed through the service and that we shall not be held responsible in any way for any content or information accessed via the Service.
- 5.3 We disclaim any or all liability for any material on the Internet that the Customer finds offensive, upsetting, defamatory, personally offensive and in any way unsuitable for people under the age of eighteen (18) years.
- 5.4 The Customer is responsible for preparing and maintaining sufficient back up of his electronic information, files and data storage capacity including electronic messages.
- 5.5 The Customer is responsible for maintaining the secrecy and confidentiality of all access information required by the Customer to access our services, and you agree not to disclose to any other person, corporation, entity or organisation any access information, whether in use or not.
- 5.6 The Customer must notify us immediately if their username and password are lost, or the Customer thinks someone else is using them. The Customer will be liable for all fees resulting from use of our services accessed through their access information, whether authorised by them or not.
- 5.7 The Customer agrees to keep confidential any confidential information acquired from us under this Agreement or in the use of our services.
- 5.8 Training in the use of our services is not included in our rates, but it can be provided for an additional fee.

6 Charges

- 6.1 Unless otherwise stated, charges include all money payable by the Customer for installation and supply of our service, monthly or other periodic service and usage fees, excess usage fees and costs of supply of equipment to the Customer.
- 6.2 The Customer must pay all charges in advance of connection or renewal of the access period.
- 6.3 Service fee includes:
 - 6.3.1 During the minimum period, the price or relevant tariff plan specified in the application for service; and
 - 6.3.2 After the minimum period, at our then current published rates for the service.
- 6.4 The Customer is liable for all fees resulting from use of the service accessed through the Customer's identification or login information, whether or not authorized by the Customer. An invoice served by us shall be deemed to be correct and prima facie evidence of all connection, access, usage and other fees contained therein.
- 6.5 A charge may apply for posted invoices, accounts not paid by direct payment, if you request a change to your account or if you ask for historical account information. We will inform you of the charge prior to it being applied.
- 6.6 The Customer must pay all fees and charges within 14 days of the date of invoice. Failure to do so will result in your services being disabled.
- 6.7 A reestablishment fee equal to the original establishment fees will be charged to re-enable the required services.
- 6.8 Copies of mail, logs, data, backups and code source will not be provided if the services are disabled.
- 6.9 We have the right to charge interest on any charges not paid by the due date at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate or such other comparable rate chosen by us.
- 6.10 The customer shall be liable to pay us all costs and expenses (including legal costs) incurred by us in claiming payments due under this agreement.
- 6.11 We may withdraw any discounts that you receive from us in connection with the supply of the services if you fail to pay our invoice by the due date.
- 6.12 All charges include GST levied or imposed by the Australian Government at the rate current at the date of the Agreement. If the GST rate is changed by the Law, or other consumer taxes are imposed on the supply of the services by the Law, the parties agree that the price in this agreement shall be adjusted to reflect the changes according to the Law.

7 Invoicing and Billing

- 7.1 We shall invoice the customer monthly or at different intervals at our discretion, showing particulars of fees and charges.
- 7.2 We shall bill the customer in advance for installation, equipment, maintenance and access charges and for usage or data consumption in arrears.
- 7.3 We may apply the whole or any part of money paid in advance by the customer towards payment of any service rendered to the customer that remains unbilled or unpaid.

8 Credit Checks

- 8.1 For the purpose of processing the Customer's application, establishing the Customer's account and the ongoing credit management of the Customer's account, we may need to disclose to a credit-reporting agency, personal and business information relating to the Customer which is in our possession. The Customer hereby consents to any such disclosure.
- 8.2 The Customer consents and permits us to receive from any credit-reporting agency personal and business information that we require to assess the suitability of the Customer to receive our services or to enable us to claim money owed to us by the Customer.
- 8.3 The Customer agrees that we may obtain from any person or body carrying on the business involving the provision of information about the commercial creditworthiness of persons, any information concerning the Customer that concerns the Customer's commercial activities or commercial creditworthiness for the purposes of assessing the Customer's Application for Services. We may refuse or cancel our services to the Customer on the basis of our assessment of the Customer's credit worthiness. We, at our absolute discretion, may refuse to offer any services if the Customer fails our criteria for credit worthiness. We may also require the Customer to provide a bond or other surety before offering services.
- 8.4 The Customer agrees that we can disclose a credit report or other report to any other credit provider nominated by the Customer or any other supplier for the purpose of:
 - 8.4.1 Assessment of the Customer's creditworthiness; or
 - 8.4.2 The collection of payments that are overdue.
- 8.5 The Customer is entitled to see and to correct any of his credit information in our possession.

9 Hosting Services

- 9.1 This clause applies to customers of our Hosting Services
- 9.2 Hosting Services means the service provided by us pursuant to the Service Agreement
- 9.3 Hosting Fees are set out in our Rate Card and are exclusive of any registration or delegation charges imposed by domain name authorities.
- 9.4 'Web Hosting Option' refers to the Customer's chosen site option (Lite Site, Unix Site, Microsoft IIS 5.0 Site or Server Hosting Service).
- 9.5 If the Lite Site, Apache Site or Microsoft IIS 5.0 site option is selected the Customer's site is hosted on our servers (shared server environment). Server hardware and software (excluding Customer content) are maintained by us.
- 9.6 If the Server Hosting Service is selected, the Customer's server is installed in our Server Racks. The Customer's Server is connected directly to the Internet. The Customer is responsible for maintenance of their hardware and software.
- 9.7 We will endeavour to ensure the necessary resources are available to the Customer for the provision of the Web or Server Hosting selected by the Customer within 14 days of the commencement of a web or server hosting agreement.
- 9.8 We will provide the Server Hosting Customer with:

- 9.8.1 4.2.1 Internet connectivity via a 100MB 100baseT Ethernet connector;
- 9.8.2 4.2.2 240v power circuit from uninterruptible power supply unit; and
- 9.8.3 The Hosting option chosen by the Customer

10 ADSL Broadband Services

- 10.1 This clause applies to Customers of our aDSL Broadband Service.
- 10.2 We shall provide you with our aDSL Broadband Service at your request.
- 10.3 You must provide your own computer, analogue phone line and power supply.
- 10.4 You agree not to connect any equipment other than the equipment authorised by us.
- 10.5 You warrant that you have absolute legal rights to the use of the telephone line at your premises to access our ADSL Broadband Service
- 10.6 You agree that you will be liable for any cancellation fee in the event that the legal lessee terminates the standard telephone service and as a consequence causes you to terminate the use of our aDSL service;
- 10.7 You acknowledge that installation of our aDSL Broadband Service may cause a minor disruption to you or the legal lessee's standard telephone service during the installation;
- 10.8 You acknowledge that certain incompatible products may not be available to you.
- 10.9 You must pay the monthly fee and additional MB rate set out in our Rate Card for the pricing plan which you nominate from the date on which we commence supplying the alpha dot net aDSL Broadband Service to you.
- 10.10 When you cancel the alpha dot net aDSL Broadband Service prior to installation, you will be charged a nominal cancellation fee. If you cancel the service after installation, normal cancellation fees apply. Any equipment we have supplied to you must be returned to us in the original packaging and in good order within 30 days. You will be charged for any equipment that is not returned within this timeframe.
- 10.11 If you ask us to change either or both the speed or download option for your selected aDSL Broadband plan, you will be charged a nominal service modification fee as set out in our Rate Card.
- 10.12 You must provide a suitable place and conditions for the broadband transmission facilities. You must provide electricity and connection points for the broadband transmission facilities and equipment at your own expense.
- 10.13 If you ask us to change the supply of our aDSL Broadband Service to another address, we cannot guarantee that we will be able to provide the Service at the new address. You will have to pay any charges for installing the Service at the new address and you agree that we shall not be liable for any delay you may experience as a result of the relocation.
- 10.14 If you want us to provide the aDSL Broadband Service at an additional place to your premises, you will have to sign a separate agreement with us.

11 Dialup Services

- 11.1 If you are a Customer of our Dialup Services the entirety of this clause applies.

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- 11.2 Our Dialup Services are available for dial up analogue modem (PSTN) access only.
- 11.3 You must provide your own computer, modem, analogue phone line and power supply.
- 11.4 Normal telecommunications charges apply and you are responsible for the cost of any telephone calls you make to access our services. You must check with Telstra on 1300 362 162 to make sure the dial-up number you are using will be charged at a local call rate or you may be charged at long distance rates for the duration of your Internet session.
- 11.5 Use of Dialup Services may be limited in either hours of Internet access per month, download per month, or both. Additional hours and download are charged according to our Rate Card
- 11.6 Unused hours expire at the end of the month and cannot be credited to your allowance for any subsequent period.
- 11.7 Unused download expires at the end of the month and cannot be credited to your allowance for any subsequent period.
- 11.8 Customers with a limited download account will be limited to 4 hours of access for each session; and access will be disconnected immediately after 4 hours.
- 11.9 Upload is unlimited, but we have the right to charge for additional usage if the upload is so excessive as to be detrimental to other customers.
- 11.10 Customers with unlimited time accounts may only have one login session at a time;
- 11.11 During peak periods, connection may not always be available.
- 11.12 Running servers or providing any public information service from a computer connected via this plan is prohibited (other than via the 10MB Personal Web Page).

12 Personal Home Page

- 12.1 We provide space for customers with certain products to host personal web pages.
- 12.2 The size of space assigned to each customer is limited to 10MB.
- 12.3 No commercial content is to be hosted at any time.
- 12.4 We have the right to delete any material that it deems to be unsuitable without notice and for any reason.
- 12.5 Personal home pages are not backed up, stored or archived.
- 12.6 The personal home page is limited to 100MB data served per month.
- 12.7 No domain name link is available.

13 Equipment

- 13.1 Except where specifically noted and where expressly specified, all equipment is provided with a twelve (12) month maintenance period.
- 13.2 If the equipment we provide you fails to operate for any reason within the maintenance period, we will repair, refurbish or replace part or the entire piece of equipment at our discretion. Replacement parts and entire pieces of equipment may be new or refurbished items. If we provide a replacement part or entire piece of equipment to you, you must return the replaced part or entire piece of equipment to us. Our decision to repair, refurbish or replace the equipment is final.
- 13.3 We will only service and maintain the equipment during the maintenance

period as set out in this clause if:

- 13.3.1 We have supplied the equipment to you (including the supply of a new or refurbished piece of equipment under the service and maintenance terms in this clause);
 - 13.3.2 You have maintained the equipment in accordance with the instructions we provide and you have not modified the equipment in any way; and
 - 13.3.3 The equipment has only been used with our network.
- 13.4 If this Agreement is terminated for any reason before the end of the Maintenance Period, our maintenance service shall cease forthwith.
- 13.5 The service and maintenance terms in this clause will not apply if the Equipment is faulty as a result of:
- 13.5.1 Any abuse, misuse, neglect, mishandling or misapplication, accident, improper maintenance or service; unusual hazards (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference or incorrect power voltage);
 - 13.5.2 Electrical supply problems or failure to provide a suitable environment for the Equipment; or
 - 13.5.3 Any natural disaster (including but not limited to floods, lightning and fire), acts of terrorism or any other cause beyond our reasonable control.
- 13.6 The service and maintenance we provide is also subject to the supply of suitable parts, components, materials and labour being available.
- 13.7 Our obligation to service and maintain your equipment under this clause is not transferable to any party to whom you transfer or sell the equipment.
- 13.8 The services offered under this clause are in addition to any other non-excludable rights you may have at law, including rights created under the Trade Practices Act pursuant to non-excludable conditions or warranties. All other terms not expressly included in this promise to maintain are excluded.
- 13.9 We will only provide services under this clause if we receive notice of the equipment fault within the maintenance period.
- 13.10 If the Customer uses his own equipment to receive our supply of services, he must ensure that the equipment has all necessary regulatory approvals, is not prohibited by the Australian Communications Authority (ACA), complies with all applicable regulatory standards and is capable of operating with the Service. If there are faults with the equipment, causing interference with the services, we may require the customer to stop using the equipment until the problem is corrected
- 13.11 If we provide any equipment to the customer other than by sale, then:
- 13.11.1 The equipment remains our property;
 - 13.11.2 The Customer shall ensure that it has all necessary consents and approvals (including landlord approval where applicable) for us to deliver, install and maintain the equipment at the customer premises;
 - 13.11.3 The Customer shall not part with possession of the equipment to any third party except to us at the termination of the service;
 - 13.11.4 The Customer shall use the equipment at his own risk at his premises;
 - 13.11.5 We may, at any time, and from time to time change, modify or service the equipment;

- 13.11.6 The Customer shall ensure that we have access to the equipment during normal business hours or at such other times as the parties shall agree. This right of access does not end until the equipment is returned to us;
- 13.11.7 The Customer shall ensure that the equipment will not be altered, repaired, serviced or moved, except by service personnel approved by us; and
- 13.11.8 The Customer shall provide a suitable environment at the customer premises for the storage and operation of the equipment. This will include ensuring that an adequate power supply for the operation of the equipment used is available.

14 Transferring Accounts

- 14.1 If the Customer wishes to transfer their account from any third party provider of services to us, the Customer must:
 - 14.1.1 Notify the other provider to transfer the services to us;
 - 14.1.2 Give us an authority to advise the customer's other service suppliers that the services are to be provided by us in place of the other supplier and to sign on the customer's behalf and in the customer's name forms of authority to the customer's other supplier to transfer the provision of the services to us;
 - 14.1.3 Pay to the other supplier all amounts owing for the transferred services including alteration of charges which the other supplier may demand up to the time of transfer of those accounts;
 - 14.1.4 If we pay or credit any amount to the other supplier for the transfer, the Customer shall reimburse us for that amount; and
 - 14.1.5 If the other supplier credits us with any amount concerning the transferred services, we shall credit that amount to the customer.
- 14.2 If the Customer requests us to transfer services provided to the Customer to another supplier, the Customer must pay us his account for services up to the time of the transfer before we can proceed with the transfer.
- 14.3 The customer agrees that we may at our discretion pay commission to any third party who introduces the Customer to us.

15 Indemnity

- 15.1 The client releases and indemnifies alpha dot net, its servants and agents against any loss, damage, costs, claims and expenses which alpha dot net may incur arising out of:
- 15.2 The use of the Customer Data by alpha dot net for the purposes of serving it to Internet users;
- 15.3 Any of the Customer's warranties or covenants under this Agreement being, or becoming false, misleading or deceptive;
- 15.4 Any loss, damage, injury, claim or expense incurred by any user as a result of any user relying on any fact, statement or opinion in the Customer Data (whether negligent or otherwise);
- 15.5 Any offence taken by any person to any fact, statement or opinion in the Customer Data;
- 15.6 A breach of the Service Agreement by the Customer or any other person, for whose acts or omissions the Customer is vicariously liable; or
- 15.7 The installation, maintenance or removal of any equipment or the provision of any service to your premises.

16 Implied Terms

- 16.1 Subject to the implied terms set out in the following Clause 17.2, any condition or warranty, which would otherwise be implied in these Terms and Conditions, is hereby excluded.
- 16.2 Where legislation implies in these Terms and Conditions any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of, or liability under, such condition or warranty, the condition or warranty shall be deemed to be included in these Terms and Conditions. However, any breach of such condition or warranty shall be limited, at our option, to one or more of the following:
- 16.2.1 If the breach relates to goods:
- 16.2.1.1 The replacement of the goods or the supply of equivalent goods;
 - 16.2.1.2 The repair of such goods;
 - 16.2.1.3 The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 16.2.1.4 The payment of the cost of having the goods repaired;
- 16.2.2 If the breach relates to services:
- 16.2.2.1 The supplying of the services again; or
 - 16.2.2.2 The payment of the cost of having the services supplied again.

17 Liability of alpha dot net Australia

- 17.1 We indemnify the Customer against loss, damage, costs, claims and expenses which the Customer may incur arising out of any breach by us of our warranties under this Agreement up to the total of the connection fees paid by the Customer.
- 17.2 Except in relation to liability for personal injury, we shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which the Customer may suffer in the use of our services or equipment.

18 Termination

- 18.1 We may immediately terminate this Agreement or any part of it without prior notice to the customer if:
- 18.2 The Customer fails to pay his account after being provided with 14-day notice in which to rectify this breach;
- 18.2.1 The Customer breaches a term of this Agreement other than an obligation to make payment by the due date and fails to correct that breach within 14 days of written notice to do so;
 - 18.2.2 The Customer fails to comply with any licence, permit or authorisation relating to the connection of equipment to the service access line or the use of the service;
 - 18.2.3 A service access line has been disconnected by anyone other than us;
 - 18.2.4 We become aware of fraud or misuse of the services; or
 - 18.2.5 The Customer becomes bankrupt or a receiver or a liquidator or provisional liquidator or an administrator is appointed to

customer or customer enters into an arrangement with its creditors.

- 18.3 After the expiration of the minimum period, either party may terminate this Agreement by serving a 30-day or one billing period written notice on the other party effective upon the date when the written notice is delivered to the registered office of that other party, or upon such later date as specified in that notice.
- 18.4 Notwithstanding termination, the customer remains liable for all charges payable under the agreement in respect of services up to the time of termination.
- 18.5 Termination of this Agreement is without prejudice to the rights of each party against the other accrued up until the date of termination.
- 18.6 If the customer terminates this agreement during the minimum period, the Customer shall pay to us, by way of liquidated damages, an amount calculated by multiplying the minimum monthly charge, payable by the customer under this agreement, by the remaining months (or part thereof) of the minimum period. The customer will also pay reasonable costs for the removal of our equipment.
- 18.7 The customer may immediately terminate this agreement or any part of this agreement if:
 - 18.7.1 We fail to comply with any licence, permit or authorisation relating to the provision of the service access line or the use of the Service;
 - 18.7.2 We commit a material breach of a term of this agreement and fail to correct that breach within 14 days of written notice from the customer; or
 - 18.7.3 We go into liquidation, voluntary or otherwise.

19 Assignment

- 19.1 You may not transfer, in whole or in part, the right to use our services or any other rights in this Agreement to anyone without our prior written consent
- 19.2 We have the right to transfer to any person or corporation our rights, titles in our property, goodwill, leases, agreements, contracts and licenses without having to notify any Customer.

20 Law

- 20.1 This agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia, and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

21 Waiver

- 21.1 No forbearance, delay or indulgence by a party in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach by the other.

22 Severability

- 22.1 If any provision of this Agreement is invalid, that provision shall be deemed severed from the Agreement; and its severance shall not affect the validity of the Agreement as a whole.

23 Force Majeure

- 23.1 No party is liable for any failure to perform and/or delay in performing its obligations under this Agreement, if the failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days either party may terminate this Agreement with immediate effect by giving notice to the other party. This clause does not apply to any obligation to pay money.
- 23.2 We shall not be liable for any failure to perform, or for any delay in performing any of our obligations under this agreement where such failure or delay is occasioned by strike or other industrial action; shortage of labour; failure or delays by other suppliers or contractors; legislative, governmental or other prohibitions or restrictions; fire, flood, war or other causes whatsoever beyond our control.

24 Dispute Resolution

- 24.1 Any dispute or difference arising in connection with this agreement shall be submitted to arbitration in accordance with, and subject to, the Rules for the Conduct of Commercial Arbitrations of the Institute of Arbitrators, Australia. During such arbitration, a duly qualified legal practitioner may represent both parties.

25 Changes to the Terms & Conditions

- 25.1 We can change these Terms and Conditions at any time by adding, varying or withdrawing services including variations to pricing, composition or operation.
- 25.2 It will be sufficient that we notify you only of the fact that these Terms and Conditions have been changed and that we post a revised copy of these Terms and Conditions on the alpha dot net website.
- 25.3 We may notify you of changes to these Terms & Conditions either by email to your alpha dot net email address, mail to your billing address, by fax or by general notice on the alpha dot net website. When we elect to provide notices to you by email, you will be deemed to have received the email notification, in the absence of any evidence received by us to the contrary. It is your responsibility to read email alerts and check our website.
- 25.4 If we change these Terms and Conditions in a manner which we reasonably consider would cause detriment to you we will notify you of the change at least 30 days in advance. Our assessment of whether a change would cause detriment to you will include consideration of your usage patterns over the three (3) months immediately preceding the change. If we reasonably consider that a change causes detriment to you and notify you of the change, but you do not accept the change, you may terminate this agreement, but you must notify us of such termination within 14 days of our notice. If you notify us that you wish to terminate, the termination will take effect from the date the change to these Terms and Conditions comes into effect, as specified in our notice. Notwithstanding that you may send us notice of termination under this clause, if you continue use of our

service beyond the date of the change, you will be charged for such use. Your continued use of our services beyond the date of the change will be deemed acceptance of the changes.

26 Entirety of Agreement

- 26.1 This Agreement contains the entire agreement between the parties and it's provisions supersedes any representations, promises or undertakings that might have been given by either party previously.