**Internet Information Group**
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# General Terms and Conditions

## Definitions

The "Provider" is Internet Information Group ('IIG') also trading as 'Tableland Network Services'.

The "Customer" is that specified on the Customer Information Form or Service Order.

The "Service" means an interactive access to the Internet and/or the Provider's network, including computer resources, disk storage and computer communication facilities.

The "Account" means the customer's right to use the Service.

The "Commencement of Service Date" means, the date service provisioning is completed and notice is given to the customer, or the first date of use of the Service.

## Application and variation of these terms

These terms and conditions are the terms on which IIG provides services or goods to its customers, modified by any written contract between IIG and its customers in any particular case. The terms so modified constitute the agreement in its entirety and supersede prior agreements. IIG may modify these terms as applying to any agreement, the pricing structure for any Service or the terms of the operation by general notice on a page of the Internet referred to on the IIG Home Page, and any use after that publication will constitute an acceptance of that modification.

## Termination

1. This agreement will remain in place until it is terminated by either the Provider or the Customer by giving to the other party one weeks written notice thereof.
2. The Provider reserves the right to terminate the Service to the Customer without notice upon the occasion of misuse or abuse of the Service by the Customer. What constitutes misuse of abuse of the Service is determined by the Provider. The Provider may terminate the Service to the Customer if the Customer
   1. breaches these terms and conditions in any way;
   2. uses the Service in any way which breaches civil or criminal laws; or
   3. acts in a way likely to threaten the continued operation of any of the Provider's network services.
3. On termination of the agreement, any equipment installed by the Provider will be retrieved from the Customer's premises.

## Price and payment conditions

4. The Provider shall supply the Account to the Customer.
5. The price of the Service to the Customer shall be as detailed on the website www.iig.com.au and as amended from time to time. Such amendments to become effective from date of notice.
6. The Customer shall pay the Provider the price of the Service by way of electronic transfer using Credit Card, Internet Banking (EFT), PayID (New Payments Platform) or such other method of payment as shall be agreed by the Provider and the Customer from time to time.
7. Credit checks may be undertaken at the Provider's discretion prior to the establishment of the Account or at any time during the operation of the Account.
8. The Customer shall pay to the Provider all fees and charges applicable to the service including, but not limited to
   1. time access and or metered data charges incurred through the use of the Service;
   2. provision of account access credentials to the value of $10 per month of no access through IIG's access servers;
   3. other services performed by the Provider for the Customer;
   4. any other charges incurred as a result of non-payment of account, including, but not limited to, delivery of account details in forms other than via email.
   5. a bond applied at the provider's discretion due to continued failure to maintain the terms and conditions of the account. The value of the bond will be no less than 3 x the average monthly cost and is refundable upon request only after a suitable period of compliance has been acheived and maintained.
   6. a fee of 5% of the invoice total where payment is not made within the terms agreed. The fee will appear on the following month's invoice.

## Indemnity

9. The Customer hereby indemnifies and shall keep indemnified the Provider in respect to any loss or damage action

claim suit or proceeding against the Provider by any person in respect to the use of the Customer's user account including but not limited to the transmission of any illegal and / or fraudulent material which the customer transmits or causes to be transmitted using the Provider's Service.

10. The Customer further indemnifies the Provider for any liability incurred as a result of violation of copyright, false or libelous information placed on to the Service, or illegal activities conducted through their Account.

**Provision and use of the service**

11. Any equipment provided by the Provider remains the property of the Provider. Unauthorized use, access or maintenance of that equipment may result in Service disconnection.
12. The Provider may monitor and keep any records that the Provider deems necessary of the Customer's use of the Service.
13. The use of the service, which includes the contents thereof and any storage or use of information, is at the Customer's sole risk.
14. The Provider does not, nor do any of their information providers, licensers, employees or agents warrant that the service will be uninterrupted or error free; nor does the Provider, licensers, employees of agents make any warranty as to the results obtained from the use of this Service.
15. The service is distributed on an "AS IS" basis without warranties of any kind, either expressed or implied including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or use with respect to the service of information.
16. Neither the Provider nor anyone else involved in creating, producing or delivering the Services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of the Service or inability to use the Service.
17. The Provider's facilities cannot be used by any individual or group of persons for any activities of an illegal or fraudulent nature, including illegal activities as defined under the Australian Commonwealth Government Telecommunications Act 1989, or other applicable State and Commonwealth laws.

**Notices**

18. All notices and other communications provided for or permitted hereunder shall be in writing and shall be sent by
    1. hand delivery post; or
    2. electronic mail; or
    3. other such electronic publication;

    to the parties hereto at their respective address as specified.
19. All such notices and communications shall be deemed to have been duly given or made
    1. when delivered if sent by hand;
    2. the business day following the date of transmission if sent by electronic mail;
    3. the date recorded if accessed from other such electronic publication.

**Miscellaneous**

20. The Provider may remove information from the network, if that information was placed there in a manner contrary to these conditions or use, or in a manner which is illegal or likely to threaten the continued operation of the Service. This Agreement shall be governed by the laws in force in the State of Queensland and each party hereto submits to the exclusive jurisdiction of the Courts of that State.
21. Except as otherwise expressly provided in these terms, the provisions hereof shall inure to the benefit of and be binding upon the successors, assigns, heirs, executors and administrators of the parties hereto.
22. These terms and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subject matter of same.
23. Neither this Agreement nor any term in it may be amended, waived, discharged or terminated except by a written instrument signed by all parties hereto and / or as specified herein.

**Customer rights and obligations**

24. The Customer's user identification (UID) and confidential password provide access to the network under the registered name. The Customer is solely responsible for
    1. any material entered onto the network through their UID;
    2. any service charges incurred through the use of their UID;
    3. breaches of these conditions resulting directly or indirectly from the use of their UID;
    4. breaches of civil or criminal laws resulting directly or indirectly from the use of their UID.
25. Customers have the right to redistribute without prior consent any information obtained from the Network, providing that such redistribution
    1. is consistent with any copyright notice attached to that information;
    2. is accompanied by an acknowledgment to the Provider and the original source;
    3. is accompanied by these conditions

26. Any material entered in to the Service by any Customer is considered a "publication" by the Customer, and has the same legal status as a publication in writing or any other form. The Provider will be deemed the carrier of such information, not the publisher.
27. The Customer consents to the same redistribution conditions on any material they place on the Service, unless a specific notice reserving copyright or imposing other conditions on the further use of that material is attached to it.

Please go to www.iig.com.au/contact if you have any questions or require further information regarding this document.
Alternately you can email support@iig.com.au or call us on 07 3193 2300.