

1. The customer is the person named on the service Application Form.
 - 1.1 Planet Ozi Pty Ltd trading as Silogen.
 - 1.2 Application name is the end user's name appears on the contract
 - 1.3 Credit Card debits will appear as Silogen on your credit card statement
2. By submitting a signed Service Application Form the customer is requesting that PLANET OZI PTY LTD provide Internet access and/or associated services. Should PLANET OZI PTY LTD agree to do so it will be under the terms and conditions set out here, which the customer, by signing the application form, acknowledges that they have read and accepted.
3. By entering into this agreement, the customer confirms to PLANET OZI PTY LTD that he or she is at least 18 years old. PLANET OZI PTY LTD may immediately terminate the agreement if it comes to the attention of PLANET OZI PTY LTD that the customer is less than 18 years old.
4. PLANET OZI PTY LTD will provide to the customer access to the Internet and use of one or more email accounts, via a designated login identification. This login name and password must be provided to PLANET OZI PTY LTD staff, if requested, to access support services.
5. PLANET OZI PTY LTD is not responsible for any downtime no matter the party at fault. PLANET OZI PTY LTD reserves the right to refuse refunds and/or compensation during outages.
6. The customer and members of the customer's household (or in the case of a business, their employees) are the only individuals who are authorized to use the services.
7. The customer must ensure that all use and users of the services comply with this agreement; and is liable for all use of the services.
8. The customer is responsible for supervising all persons under the age of 18 years who use the services. PLANET OZI PTY LTD does not guarantee the suitability of material able to be accessed through the services and recommends that customers who have concerns in relation to Internet content accessed by children provide supervision or acquire appropriate filtering software.
9. The customer must keep safe and confidential any access numbers, codes, passwords or other security information provided to them by PLANET OZI PTY LTD and notify PLANET OZI PTY LTD without delay of any disclosure of which he or she becomes aware.
10. The customer is responsible for providing and maintaining all equipment and software necessary to access the services, and confirms that these are in good working condition.
11. The customer must pay the fees for the services to which he or she subscribes and any additional charges for excess services, calculated in accordance with the pricing plan selected by the customer, as set out on the PLANET OZI PTY LTD website. All fees are payable in advance

or by credit card, and additional charges are payable within 7 days of delivery of an invoice to the customer by or on behalf of PLANET OZI PTY LTD. The customer authorises PLANET OZI PTY LTD to directly debit monies owing using the credit card account details provided by the customer upon registration.

12. The customer agrees to pay all taxes, duties, or levies, including any goods and services tax, which are incurred by PLANET OZI PTY LTD in providing the services, whether or not they were applicable at the time this agreement commenced. The customer authorises PLANET OZI PTY LTD to increase the fees and charges to include any additional or changed taxes, duties or levies from such time as the relevant tax, duty or levy comes into operation and in such amount as is applicable in accordance with the law.

13. To the extent permitted by law, PLANET OZI PTY LTD will not be liable for any defect in the provision of services which is caused by a reason beyond the reasonable control of PLANET OZI PTY LTD. In particular (but without limitation) the customer acknowledges that continuity and connection speed of the customer's Internet access depends on a wide range of factors, many of which are beyond the control of PLANET OZI PTY LTD. PLANET OZI PTY LTD has no control over the accuracy or appropriateness of any information on the Internet. PLANET OZI PTY LTD is not responsible for any software available on the Internet. The customer's Internet access may be interrupted by a variety of factors, including, but not limited to, equipment failure, the need for routine maintenance and peak demand. Connection speeds at the maximum theoretical speed of the customer's equipment may not be achievable in practice.

14. PLANET OZI PTY LTD will use reasonable commercial endeavours to provide the services continuously. However, PLANET OZI PTY LTD makes no guarantees that access will be available at all times and, to the extent permitted by law, will not be liable for any losses whatsoever that may be incurred as a result of the unavailability of the services. The customer acknowledges that there may be a reduction in availability during periods of maintenance and enhancement of the services.

15. PLANET OZI PTY LTD will automatically monitor and adjust the operation of dial-up services as necessary to ensure the availability of the service to all users. PLANET OZI PTY LTD may, for customers using dial-up plans:

- Log you off temporarily if you are connected but inactive for a period exceeding 20 minutes.
- Log you off if you have been logged on continuously for 4 hours. You will not be able to reconnect to the service within 20 minutes of disconnection. (Please note that if you attempt to reconnect during this period you will not be reconnected but your telephone service provider will charge you for the phone call. If you set your modem to auto redial on disconnection you could incur substantial costs. PLANET OZI PTY LTD does not accept any responsibility for such costs.)
- Should our total modem usage exceed 80% capacity we may disconnect users, on a first-on first-off basis, if you have been connected for at least one hour.

16. The customer indemnifies PLANET OZI PTY LTD against any liability, claim, action, suit, demand, loss, cost or expense whatsoever (including third party claims) arising out of or in any

way connected with a breach of this agreement by the customer, or use of the customer account(s), or the customer login codes.

17. The customer must comply with the rules made by PLANET OZI PTY LTD from time to time, including (without limitation) rules as to conditions of use and terms of payment. The rules which will be published on the web site, www.Planet Ozi Pty Ltd.com.au, and as varied from time to time, will apply as if they were set out in full as terms of this agreement.

18. PLANET OZI PTY LTD reserves the right to modify this document as circumstances warrant. Any modification is effective immediately on posting on our web site or on notice via electronic mail. Our failure to enforce a provision of this document does not constitute a waiver or restrict our ability to enforce that provision in another instance. It is the customer's responsibility to regularly familiarize themselves with its content.

19. The customer must not do anything which may damage PLANET OZI PTY LTD's equipment, software, setup, services or reputation. The customer will be held liable for any such damage.

20. The customer acknowledges that, to the extent permitted by law, PLANET OZI PTY LTD will not be liable to the customer for and the customer releases PLANET OZI PTY LTD from any liability in relation to:

- The accuracy, appropriateness or lawfulness of any information on the Internet, or
- Any content deemed unsuitable by the user, or
- Any software obtained through the Internet, or
- Any email transmissions, or
- Any malicious code or activity delivered via the Internet.

21. It is the customer's responsibility to evaluate the accuracy, completeness, usefulness, appropriateness and lawfulness of all opinions, advice, services and other information and the quality and merchantability of all merchandise provided through the services or on the Internet generally.

22. The customer's use of the services and the Internet is entirely at the risk of the customer. PLANET OZI PTY LTD does not guarantee that the services or material accessible via the services are free of viruses, worms, trojans or other harmful components. Except as might be provided from time to time in exchange for the payment of a specific fee, PLANET OZI PTY LTD does not provide scanning for or monitoring of any malicious content on web pages or emails.

23. To the extent permitted by law, PLANET OZI PTY LTD requires that the customer may not use the service to knowingly post, send or deliberately obtain material in any form that:

- Infringes any intellectual property rights, copyright, patent, or trademark; or
- Solicits the performance of any illegal activity or breaches any law; or
- Is defamatory or libelous; or
- Is obscene, indecent, pornographic, malicious or violates the rights of others; or
- Contains contaminating or destructive features (e.g. computer viruses); or

- Is unsolicited bulk e-mail; or
- Is a chain letter or relates to so-called 'pyramid' schemes.

24. Members may not use PLANET OZI PTY LTD to access any restricted access computer system without authorisation from the owners or operators of such systems.

25. Members shall be liable to PLANET OZI PTY LTD for any liability incurred by PLANET OZI PTY LTD, its agents, or owners, resulting from a user's posting or handling material which PLANET OZI PTY LTD determines to be inappropriate (e.g. flames or spamming, in addition to the items detailed above).

26. Members are responsible for their own use of PLANET OZI PTY LTD services and acknowledge that some material available on the Internet is inappropriate for viewing by children.

27. Any IP Address allotted to the customer by PLANET OZI PTY LTD, whether as a static address or dynamically allocated, remains the sole property of PLANET OZI PTY LTD, and may be changed or revoked by PLANET OZI PTY LTD at its discretion at any time, and is not transferable.

28. The Customer, and not PLANET OZI PTY LTD, is liable for any telephone service charges incurred in respect of any telephone line used by the customer to dial up PLANET OZI PTY LTD's equipment and/or to use the services.

29. PLANET OZI PTY LTD may immediately terminate or suspend the provision of services if the customer breaches this agreement or the rules, or fails to promptly pay any money owed to PLANET OZI PTY LTD. In the event that it becomes necessary to enlist the services of a third party to collect monies on behalf of PLANET OZI PTY LTD it is understood that the costs associated with the collection will be charged to the account holder.

30. Subject to paragraph 28, either party may terminate this agreement (cancel an account) by providing 30 days written notice to the other party. For ADSL Plans the customer will be required to pay out any remaining period of their contract. Termination by the customer does not preclude PLANET OZI PTY LTD from taking action to recover any money owing to it at the time of termination.

31. Pursuant to Australian state and federal consumer protection legislation, the customer may have additional rights beyond those set out in these Terms and Conditions. Such legislation may imply additional terms or warranties in these Terms and Conditions which cannot be varied. Nothing in these Terms and Conditions is intended to be inconsistent with, or vary, such rights, terms or warranties.

32. The customer authorises PLANET OZI PTY LTD to delete without notice and without liability to PLANET OZI PTY LTD any material found on the equipment owned or controlled by PLANET OZI PTY LTD which is unauthorised, unlawful, obscene, excessive in volume, uncollected for an excessive period, in an unauthorised place or dangerous, or as PLANET OZI

PTY LTD otherwise sees fit without providing any reason. Notwithstanding this clause, the customer acknowledges that PLANET OZI PTY LTD is not obliged to monitor, review or edit any materials located on its equipment.

33. PLANET OZI PTY LTD may make and keep any record it requires for the purpose of fulfilling its obligations under this agreement or the rules or for the operation of the services.

34. These terms and conditions, together with the details entered on the application form, form the entire agreement between the parties, and neither party relies on any term, condition, warranty, collateral contract, representation or promise set out in any other document, save for the provisions of any applicable legislation. In the event of confusion about definition of terms or interpretation of this document, the judgment of the manager of PLANET OZI PTY LTD shall be considered final.

35. The customer is responsible for notifying PLANET OZI PTY LTD, in writing, of any change to his or her contact details.

36. The customer must not transfer, assign, sell or share his or her rights or obligations under this agreement, except as authorised by PLANET OZI PTY LTD in writing.

37. Should PLANET OZI PTY LTD fail to enforce strict performance of any provision of this Agreement it will not be assumed to have waived the performance of the provision.

38. The parties submit to the law of Western Australia, Australia in relation to the interpretation of this agreement, or any dispute arising out of it.

39. It is the customer's responsibility to check that calls made between the customer's telephone service and the PLANET OZI PTY LTD access number used by the customer are local calls. Despite the best efforts of PLANET OZI PTY LTD and its staff, it is possible that the customer may not be using the correct dial-in number to ensure local call access. PLANET OZI PTY LTD is not responsible for call costs incurred by the customer.

40. PLANET OZI PTY LTD reserves the right to disconnect or separate into a separate pool, users that stay connected to the service continuously for an unreasonable period of time, or download or upload an unreasonable volume of data, given the purposes for which the service is provided and the usage patterns of other users (for example, staying connected continuously for several days, or downloading gigabytes of data in a short period).

41. Ending this agreement and suspension. You can end the contract between you and Planet Ozi Pty-Ltd by notifying us in writing or by email no less than 30 days before the end of any period for which you have paid a Fixed Charge. If you fail to do this, then the contract will be automatically renewed at the end of that period for an additional period of the same length.

We can end our provision of the Services to you at the end of any period for which you have paid a Fixed Charge by giving you 30 days advance notice in writing or by email; at any time by written or email notice if you breach your obligations under these terms and conditions.

If we believe on reasonable grounds that you have breached your obligations under these terms and conditions, we may suspend your access immediately while we investigate whether a breach has occurred. We are under no obligation to refund any part of the fees paid for Services during any period of suspension.

We may suspend your access to the Services at any time, and without warning, if you fail to make a payment when due (including where this is caused by a credit card transaction being declined

If you validly cancel this agreement under our terms and conditions, Planet Ozi Pty-Ltd will refund any unused services back to the credit card which was debited by Planet Ozi Pty-Ltd and no alternative card will be used for a refund purposes.

Once 30 days notices is given and customer justify this than Planet Ozi Pty-Ltd will refund whatever amount is not supposed to be debited from the first place