

## Westnet Contact Details

Westnet Pty Ltd	ABN: 50 086 416 908	Sales:	13 19 60
Level 7, 152 St George's Tce, Perth, 6000		Support:	1300 786 068
GPO Box C121 Perth 6839		Web:	<a href="http://www.westnet.com.au">http://www.westnet.com.au</a>

## Terms and Conditions

### 1. Introduction

This is an agreement between Westnet Pty Ltd ("Westnet") and users of the Static IP Service ("Service"). In using this Service, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Service.

### 2. Accounts

Accounts for the service are to be paid on a monthly or annual basis. Regardless of what day of the month you submit your subscription to the Service, the invoice will be raised from the start of the following calendar month. This invoice will cover the next 1 or 12-month period from that date depending on the selected subscription period. The Static IP Service will, however, commence from the next working day after the request has been forwarded. The cost for this service is \$4.99 or \$55.00 (GST inc.) per account per 1 or 12 months respectively. If your account is normally paid through an automatic payment system, then the payment for this service will be debited to your credit card or direct debit account. Should you choose to disable (i.e. suspend) a Static IP for whatever reason, you will still be billed for the service. Your Static IP will not be reallocated when disabled.

### 3. Refunds

Once the Service has been requested and paid for, there will be no refund or credit for time not used should an account be cancelled or suspended.

### 4. Requirements

It is the responsibility of the customer to determine whether or not a static IP is suitable or required. Westnet reserves the right to refuse a request or withdraw a static IP at its discretion.

### 5. Disclaimer

Westnet does not, accept responsibility for any loss or damage however caused (including through negligence), which you or a third party may directly or indirectly suffer in connection with your use of this Service. Without limitation to the foregoing, Westnet does not accept responsibility for loss suffered as a result of reliance by you upon the Static IP Service.

### 6. Exception to Disclaimer

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions set out below. Nevertheless the disclaimer does not attempt or purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### 7. Account Changes

Once a Static IP has been allocated to you, it cannot be changed unless in exceptional circumstances. Westnet reserves the right to approve or decline a request at our discretion. From time to time, a new Static IP address may be allocated to you, e.g. due to unforeseeable circumstances, changes to your account or service, moving interstate, etc. Westnet will endeavor to maintain your Static IP address where possible. However Westnet reserves the right to re-assign a different Static IP address if deemed necessary. Westnet will provide 21 day notification should there be any changes to your account or service.

### 8. Amendments

Westnet may modify these terms of use at any time, and such modifications shall be effective immediately upon posting of the modified terms of use. Accordingly, you agree to review the terms of use periodically, and your continued access or use of the Service shall be deemed your acceptance of the modified terms of use.

### 9. Assignment

You may not assign the benefit of this contract or the Services to any other person without prior written consent from Westnet.

### 10. Termination of Service

The Service may be terminated at any time by Westnet without notice. Westnet's disclaimer will nevertheless survive any such termination. Should your use of the Service be terminated by Westnet prior to the expiration of any period for which you have paid fees for use of the Service, a pro-rata refund of those fees may be paid to you at Westnet's reasonable discretion.

### 11. Obligation

You are responsible for all traffic to and from the Static IP, including but not limited to malicious attacks (eg. denial of service), and Westnet will not be liable for any loss, damage or inconvenience caused as a result of a Static IP becoming compromised. Where required, are responsible for reconfiguring any systems or devices and notifying any parties which may rely on the static IP. If you are unable to do so yourself, it is your responsibility to arrange a contractor or technician and incur any fees as a result.

### 12. Specific

The Static IP allocated to you remains the property of Westnet and for any reason where Westnet finds you misusing the service, the Static IP will either be changed or removed.

### 13. General Terms and Conditions

Along with the Static IP Terms and Conditions, the General Terms and Conditions also apply to this service.