

Internet access and networking terms and conditions

If you are receiving Blue Net Internet access or private networking products whether by themselves or as part of a bundle the following terms and conditions are applicable to you.

All General Terms and Conditions apply in addition to the following:

Conduct

While using the Internet through the service, you represent, warrant and promise that you will not:

- Restrict or inhibit any other user from using and/or enjoying the Internet. It is a violation of this provision to continue to send information and/or e-mail to individuals who have requested that you cease to do so.
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including but not limited to transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international ordinance, regulation or law, including but not limited to the laws and regulations of Australia and New South Wales.
- Post or transmit any information or software which contains a virus, cancelbot, trojan, worm or other harmful component.
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial uses, except for that which is expressly permitted by the provider of such information, software or other material.
- Upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto without obtaining permission of the copyright owner or right holder.
- Upload, post, publish, transmit, reproduce or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under copyright law.
- Abuse services stipulated to be "unlimited" or "flat rate" by excessive use beyond a reasonable and fair level of usage as per individual product's definition of fair use.

You agree and understand that

- Blue Net has no obligation to monitor the service in any way.
- Blue Net has a right to monitor the Service electronically from time to time and may disclose any information as necessary to satisfy any law, regulation, ordinance or other governmental or operational request, to operate the Service properly, or to protect itself or its subscribers.
- Blue Net shall not intentionally monitor, record or disclose any private electronic mail message or other personal information unless required by law.
- Blue Net reserves the right to refuse to post or will remove any information or materials, in whole or in part, that, in Blue Net's sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions.

Breach of the terms and conditions

Blue Net may deny you access to all or part of the service without notice if you engage in any conduct or activities that Blue Net, in its sole discretion, believes violates any of these Terms and Conditions. If Blue Net denies you access to the service because of such a violation, you agree that you have no right

- to access through Blue Net any material stored on the Internet,
- to obtain any credit(s) otherwise due to you, and such credit(s) shall be forfeited, and
- to access third party services, merchandise or information on the Internet through Blue Net services.

You agree that Blue Net shall have no responsibility to notify any third party providers of services, merchandise or information and that Blue Net shall not be responsible for any consequences resulting from lack of notification.