

# Terms and conditions for Grapevine broadband plans on the National Network



## Introduction

### Your agreement with Grapevine

The following terms and conditions of service, service schedule, and Acceptable Use Policy (AUP) form the agreement between Grapevine and the end user.

### The services provided

The service included within each plan is described in the service schedule and can be viewed at [www.grapevine.com.au](http://www.grapevine.com.au)

### Your agreement to our terms and conditions of service

By clicking the 'I Agree' button during registration for the service, you are requesting that Grapevine provide the service for the plan(s) selected by you, in accordance with the terms and conditions of service (including the AUP). By accepting provision of the service, you agree to comply with the terms and conditions of service (including the AUP) as set out at [www.grapevine.com.au](http://www.grapevine.com.au)

### Your responsibility to check for changes

Grapevine may by notice to you from time-to-time in accordance with the agreement, make changes to the terms and conditions of service, service schedule, plan, prices and AUP. It remains the responsibility of the end user to read and check for changes to the terms and conditions of service and AUP as set out at [www.grapevine.com.au](http://www.grapevine.com.au)

### Your responsibility to confirm that the services provided are charged at local call rates

Where the service is accessed by a service access telephone number, in most areas of Australia, calls should be charged at local call rates.

However, Grapevine cannot guarantee or give any assurance that calls to the service access telephone number will result in a local call charge for every end user or from every location.

It is the responsibility of the end user to confirm with their telephone service provider that calls from the premises where the end user will access the service using the service access telephone number will be charged at local call rates.

Grapevine will not be liable to the end user under any circumstance for any telephone charges incurred.

## Terms and conditions of service

This agreement governs the use of the service provided by Grapevine to the end user.

### 1. Application

1.1 These terms apply to all broadband services Grapevine provides outside the ACT, and forms part of our Agreement with you.

### 2. Definitions and Interpretation

2.1. In these terms and conditions:

- a. "Agreement" means the terms and conditions of services, the service schedule and AUP as varied from time-to-time in accordance with the terms of this Agreement;
- b. "AUP" means the Acceptable Use Policy as varied from time-to-time in accordance with the terms of this Agreement;
- c. "Commencement Date" means the date of registration for the service by the End User;
- d. "CPE" means customer premise equipment;
- e. "End User" means the person identified during registration for the service as the End User;
- f. "Grapevine" means Grapevine Ventures ABN 49 135 731 130 a joint venture between ActewAGL Retail ABN 46 221 314 841 and TransACT Capital Communications Pty Ltd ABN 23 093 966 888;
- g. "Minimum Service Period" of a service means the Minimum Service Period (if any) specified in the Service Schedule from the Commencement Date;
- h. "Plan" means the application Grapevine Plan set out in the service schedule purchased by the End User;
- i. "Service Conditions" means any and all of:
  - i. technical conditions for the supply of a broadband service;
  - ii. where we consider that the consent of any third party is required, obtaining that consent.
  - iii. any other obligations of the End User contained in this Agreement.
- j. "Service Access Telephone Number" means the telephone number, if any, provided by Grapevine that the End user uses to connect to the Service;
- k. "Service Location" means the place to which an broadband service is supplied, or is to be supplied by Grapevine;

l. "Service Schedule" means the schedule to this Agreement which sets out, amongst other matters, the description of the Service, the Plan purchased by the End User, any restrictions (including download restrictions), special conditions, prices and charges payable for the Service

m. "Service Term" means the period, if any, during which the Service must be provided (subject to early termination in accordance with this Agreement), as specified in the Service Schedule starting on the Commencement Date;

n. "traffic" means any voice, data, video, transmission, information or other non-tangible material;

o. "Unauthorised Traffic" means any Traffic which is not of a nature permitted to be transmitted under the Service Schedule, exceeds any volume restrictions specified in the Service Schedule, is illegal, or defamatory, or breaches any laws or relevant industry codes, or is otherwise prohibited by this Agreement or by Grapevine from time-to-time.

2.2. Unless the context otherwise requires:

- a. references to any statute, ordinance or other law includes all regulations and other instruments there under and all consolidations, amendments, re-enactments or replacements thereof;
- b. words importing the singular include the plural and vice versa, words importing a gender include other genders and references to a person must be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency;
- c. where any word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form in respect of such word or phrase has a corresponding meaning;
- d. headings included in this Agreement are for convenience only and must be disregarded in the construction of this Agreement;
- e. in all circumstances, any reference to a supplier and/or carrier (or suppliers and/or carriers) of Grapevine in this Agreement, includes but is not limited to a Designated Telecommunications Provider; and
- f. schedules to this Agreement form part of this Agreement.

### 3. Service Schedule

- 3.1. The Service included for the Plan purchase by the End User is set out in the Service Schedule for that Plan.
- 3.2. The Service included within a Plan purchased by an End User is limited exclusively to the Service outlined in the Service Schedule for the relevant Plan.
- 3.3. An End User may register for more than one Plan at a time.

### 4. Provision of Service

- 4.1. The Service is only available to End Users who are natural persons over 18 years of age;
- 4.2. The End user may only use the Service for the Service type Specified in the Service Schedule.
- 4.3. The availability and continuation of broadband services are subject to technical and other conditions.
- 4.4. The End User is responsible for:
  - a. supplying and operating a PSTN-connected telephone line to the service location;
  - b. providing a suitable place and conditions for the service if applicable;
  - c. ensuring that your PSTN telephone line terminates in a standard wall socket, which we may specify;
  - d. notifying us if any additional services are required before the service can be enabled.
- 4.5. Unless Grapevine agrees otherwise in writing, it will not configure the End User's network or workstations.
- 4.6. Certain products and services are incompatible with the Service. It is the End User's sole responsibility to ensure that the Service is compatible with any products or services that may rely on, or require connection to, the Service.
- 4.7. Where a Service refers to a transmission speed as set out in a Service Schedule, the transmission speed set out is the maximum theoretical speed achievable under perfect conditions. The End User agrees and acknowledges that the actual transmission speed experienced by the End User may be less than the specified transmission speed and that transmission speeds are affected by many factors outside Grapevine's control, including (but not limited to) Network congestion, load demand, internet congestion, packet overhead, distance from exchange, carriers and supplier performance, line infrastructure, and CPE capability.

- 4.8. The use of other products on the same telephone line as the Service may degrade the quality of your telephone service. It is the End User's sole responsibility to ensure any necessary filters or other equipment is fitted to the telephone line.
- 4.9. The Service may not be available to the End User or potential End User. In certain circumstances, the carriers and suppliers of Grapevine determine Service availability and reserve the right to not make the Service available to an End User or potential End User.
- 4.10. Grapevine will provide the End User with identifications and login information necessary to access the Service by such means as it determines appropriate.
- 4.11. The Service is not risk-free and depends on factors outside the control of Grapevine. Grapevine accepts no liability for any loss, expenses or damages to the End User or any third party arising directly or indirectly from the End User's or other party's use of any Service.
- 4.12. Where the Service being provided is based on a pool of available modems, at certain times modems may not be available.
- 4.13. In order to assist Grapevine to provide fair and equal access to all End Users, the Service may be automatically disconnected without notice where the End User:
  - a. exceeds the session limit attributable to a Service;
  - b. exceeds the idle-time limit attributable to a Service; or
  - c. exceeds the download limit attributable to a Service (as set out in the Service Schedule).
- 4.14. The Service is solely and exclusively provided to the End User. The Service accessed through the End User's identification or login information shall be deemed to have been accessed by the End User.
- 4.15. The End User is to provide at its own cost and be responsible for all liabilities for the procurement of CPE, accessories and training needed for access to the Service. Such liabilities shall include (but not be limited to) all CPE which is necessary to access the Service and all necessary hardware, connections, applications software and virus protection software.
- 4.16. The End User is solely responsible for all telecommunication expenses incurred by the End User in relation to the Service.
- 4.17. Where a Service Access Telephone Number provided is listed as being charged at a local call rate, the End User is responsible to confirm with its telephone Service provider (Telstra, Optus etc.) that use of this number will be charged at local call rates. Grapevine makes no guarantee or assurance that a Service Access Telephone Number will be charged at local call rates.
- 4.18. Grapevine will not under any circumstances be liable for any telecommunication expenses incurred by the End User in relation to the Service, including, but not limited to, STD call charges.
- 4.19. All plans are usage based. Extensive plan details are available at [www.grapevine.com.au](http://www.grapevine.com.au). Overrun charges may apply.
- 4.20. After data limits have been reached the download speed is shaped to 72kbps.

#### **5. Supply of Grapevine broadband plans on the National Network**

- 5.1. Grapevine will provide you with an broadband service if you and the service location satisfy:
  - a. all service conditions; and
  - b. Grapevine's application and credit requirements.
- 5.2. If the End User transfers from another provider's broadband service to the Service, there may be a period of service interruption.
- 5.3. Grapevine is not required to provide the Service to the End User where its wholesale supplier advises that a service is not available at a particular location, even though Grapevine may have advised the End User that it was.
- 5.4. Where Grapevine is unable to supply the Service because it is not available for provisioning at a particular location, either Grapevine or the End User may terminate this Agreement, immediately upon written notice to the other.
- 5.5. If you live in a TransACT-cabled suburb, or your premises are connected to the TransACT network through a TransWEB service, you will not be eligible to receive Grapevine broadband services on the National Network. If you are not sure if you live in a TransACT-cabled suburb call TransACT on 13 30 61 or visit [www.transact.com.au](http://www.transact.com.au)

#### **6. Suspension of Service**

- 6.1. Grapevine may at any time at its sole discretion (including without notice) suspend, disconnect or alter access to the Service immediately where:
  - a. Grapevine or any other party (including any of Grapevine's suppliers, carriers or contractors) undertakes the repair, modification, maintenance or upgrade of any Service, product or facility affecting any part of the Services or to attend to any emergency;
  - b. any of Grapevine's suppliers, carriers or contractors by their acts or omissions, suspends, disconnects, alters access to or fails in any way to provide any part of the Service or any Network, Service, product or facility affecting any part of the Service, for any reason whatsoever (including but not limited to the exercise of a contractual right by them);
  - c. it is reasonably required to reduce or prevent fraud, damage or interference with the Service;

- d. it is reasonably required to reduce or prevent the illegal conduct by the End User or any other person in relation to the use of the Service;
- e. Grapevine reasonably believes there has been a breach of this Agreement (including the AUP) by the End User or an actual breach by the End User;
- f. Grapevine believes it is necessary to do so to comply with any law and/or order, instruction or request of government, emergency Services or other competent authority; or
- g. the End User fails to pay any amounts or charges due to Grapevine.

- 6.2. Unless the Service Schedule specifically states that the Service provided is a permanent connection Service (disclosed within the Service type field of the Service Schedule), Grapevine may suspend, disconnect or alter access to the Service by the End User, at Grapevine's sole discretion, if the Service is used as a permanent connection to include:
  - a. a continuous connection to the Service;
  - b. connection to the Service exceeding 18 hours per day for three consecutive days; or
  - c. a sustained period of use that, in the reasonable opinion of Grapevine, constitutes a permanent connection.
- 6.3. The use of a redialer (being software or a device used to automatically reconnect to a Service upon disconnection) is not permitted for any Service other than a permanent connection Services (where a Service Schedule specifically states that the Service provided is a permanent connection Service, disclosed within the Service type field of the Service Schedule). Grapevine may suspend use of the Service by the End User, at Grapevine's sole discretion and without notice, if the End User utilises a redialer to reconnect to the Service.

#### **7. Service Term and Minimum Service Period**

- 7.1. Subject to any other term of this Agreement, if a Service is subject to a Service Term, the Service Term is outlined in the Service Schedule.
- 7.2. Subject to any other term of this Agreement, if a Service is subject to a Minimum Service Period, the Minimum Service Period is outlined in the Service Schedule.

#### **8. Service charges and accounting policy**

- 8.1. Unless otherwise set out in the Service Schedule:
  - a. charges for a Service will be levied in advance;
  - b. charges for a Service are levied and due on the Commencement Date and each Payment Date thereafter; and
  - c. to the extent permitted by law, no charges paid in relation to the Service are refundable under any circumstances.
- 8.2. The End User undertakes to pay Grapevine for the charges relating to the Service on the Commencement Date and each Payment Date thereafter in accordance with the Service Schedule for the Plan supplied to the End User.
- 8.3. Subject to any other term of this Agreement, Grapevine may from time-to-time undertake promotions and make special offers in relation to the Service provided to the End User. All promotions are offered subject to their terms and conditions. Grapevine may at any time at its discretion withdraw, alter or otherwise modify the promotions and special offers.
- 8.4. A \$5.50 (GST inclusive) fee will automatically apply each time a payment fails or is not effected as a result of an act or omission of the End User (for example, where the End User has insufficient funds or credit in the nominated bank account or credit card, or where the End User changes the underlying bank account and fails to notify Grapevine at least 30 days before the next payment is due). The End User is liable for any bank fees incurred as a result of insufficient funds in their account.
- 8.5. The End User agrees to indemnify Grapevine for all costs, liabilities, legal and other expenses arising from the use of any invalid credit card, or any other form of payment used by the End User to pay for Grapevine's charges.
- 8.6. Plan changes will take effect within 48 hours.
- 8.7. Grapevine takes no responsibility to advise the end user with regard to their usage limits being reached prior to the end user incurring overrun charges.

#### **9. Relocating your broadband service**

- 9.1. This clause applies if the End User requests in writing that Grapevine relocate the Service to a new Service Location.
- 9.2. The End User and the new Service Location must satisfy all Service Conditions.
- 9.3. The relocation charges may include charges payable to a wholesaler for the relocation of the Service.

#### **10. Limited liability**

- 10.1. Grapevine gives no warranty or guarantee in relation to the fitness for purpose or standard of the Service provided or supplied.
- 10.2. The End User acknowledges that it has not relied upon any representation or warranty made on behalf of Grapevine in relation to the Service. In particular the End User acknowledges that any entity or person using the Service does so on the basis that any information provided by Grapevine to the End User is based on data available to Grapevine at the time of preparation and Grapevine neither gives any guarantee, assurance or warranty nor makes any representation as to the timeliness of, or accuracy of, the information.

- 10.3. The End User agrees that under no circumstances will Grapevine and/or any of its carriers, suppliers, officers, agents or contractors be liable or responsible in any way to the End User or any other person or entity for any loss, damages, costs, expenses or other claims (including any special, indirect, consequential or incidental loss or damage to the End User, including but not limited to loss of business opportunity, business interruption, lost profits or for punitive or exemplary damages), as a result, direct or indirect, of any defect, error, deficiency or discrepancy in the Service including their form, content and timeliness of delivery, including, without limitation, for or in relation to:
- any Service supplied to the End User;
  - any delay in supplying the Service;
  - any failure to supply the Service;
  - any technical or non-technical failure; or
  - any content or information accessed via any Service with or without authorisation of the End User.
- 10.4. The Trade Practices Act 1974 and certain State and Territory legislation may imply certain conditions and warranties into this Agreement for the benefit of the End User. To the extent permitted by law:
- such conditions and warranties are expressly excluded; and
  - Grapevine's liability, if any, arising from the breach of such conditions and warranties is limited at its sole choice to any of the following:
    - for goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having those goods repaired;
    - for Service, the supply of the relevant Service again, or the payment of the cost of having the relevant Service supplied again.
- 10.5. A designated carrier or supplier is not liable to the End User:
- whether arising under contract, tort or any form of negligence or otherwise in relation to the supply of any Service to the End User by Grapevine, any delay in supplying Service or any failure to supply Service; or
  - for any special, indirect, consequential or incidental loss or damage to the End User, including but not limited to loss of business opportunity, business interruption, lost profits or for punitive or exemplary damages. Furthermore, the End User shall not sue a Designated Telecommunications Provider or any person supplying telecommunication or infrastructure Services to Grapevine in respect of the provision or use of the Service.
- 10.6. The End User releases Grapevine from all claims arising out of or in connection with the supply of the Service.
- 10.7. The End User acknowledges that the Service is always used at the End User's own risk.
- 10.8. The End User acknowledges and agrees that material or content accessible through the internet may be of an unsuitable nature, including but not limited to obscene material, pornographic material, offensive or disturbing material, racist and homophobic material. The End User agrees that Grapevine shall have no liability whatsoever for any information or materials that are accessed using the Service or transmitted through the Service (whether such access or transmission is intentional or otherwise).
- 10.9. The customer's modem or other hardware failures do not entitle the customer to refunds of subscription or connection charges.

## 11. Security

- 11.1. The End User is responsible for protecting CPE from:
- security threats; and
  - viruses, trojans, worms and other malware.
- 11.2. The End User acknowledges and agrees that any Service provided to the End User by Grapevine is provided on the basis that the End User will conduct all such tests and virus scanning as may be necessary before use and that Grapevine and Grapevine's carriers and suppliers will not be responsible for any loss or damage (including consequential loss or damage howsoever caused) which may be incurred as a result of any virus, worm, trojan or other defect that may be present in the Service and or Plans supplied.
- 11.3. The End User must ensure the Service is not used for any unauthorised or unlawful access or use of another customer's service.

## 12. Force majeure

- 12.1. If a Force Majeure Event affecting Grapevine precludes it partially or wholly from complying with its obligations under this Agreement (affected obligations) then Grapevine's obligation to perform the affected obligations will, be suspended for so long as the affected obligations cannot be performed due to the Force Majeure Event.

## 13. Contact with Grapevine

- 13.1. The End User may contact Grapevine from time-to-time in relation to the Service provided by Grapevine, including if there is a problem in relation to the Service. The End User may not at any time contact a Designated Telecommunications Provider in relation to this Agreement or the Service provided by Grapevine to the End User.

## 14. End User information

- 14.1. Grapevine shall treat End User information in accordance with Grapevine's privacy policy at <http://www.grapevine.com.au/legal/privacy.aspx>
- 14.2. Grapevine may use the contact details of the End User:
- to contact or correspond with an End User for the purposes of this Agreement; or
  - to send an End User newsletters and promotional offers from Grapevine or a third party. If an End User does not wish its details to be used for information or promotional purposes, then the End User should contact Grapevine on 13 35 00.
- 14.3. Grapevine may release the End User's personal information when Grapevine believes, in good faith, that such release is reasonably necessary to:
- comply with the law or any contractual obligation owed by Grapevine to a carrier or supplier;
  - enforce or apply the terms of this Agreement; and protect the rights, property or safety of Grapevine, suppliers, carriers or users, and others.

## 15. Termination of Service

- 15.1. Grapevine may terminate the Service for any reason whatsoever upon providing no less than 30 days notice to the End User.
- 15.2. If the End User terminates the Agreement prior to the term specified in the Service Schedule, Grapevine may impose an early termination payment as specified in the Service Schedule. The amount of any early termination payment is a genuine pre-estimate of the loss we will incur as a result of your termination under this clause and includes our costs of installing and provisioning the Service.
- 15.3. Subject to clause 15.2, the End User may request the termination of the Service at any time upon providing no less than 30 days notice to Grapevine.
- 15.4. The End User may have a right to terminate the Agreement within the term specified in the Service Schedule if Grapevine makes certain changes to this Agreement without the End User's consent. Information about changing this Agreement is contained in clause 17 below.
- 15.5. In addition to any other rights that Grapevine may have, it may immediately terminate, limit or suspend any part of the Services if:
- the End User is in breach of this Agreement;
  - any contract between Grapevine and any of its suppliers of underlying Service components, contractors, suppliers or carriers is terminated, expires or is suspended for any reason, in whole or in part (including, but not limited to its contracts with a designated carrier or supplier);
  - Grapevine considers such action necessary for the purpose of maintaining or restoring any part of the Network;
  - it is required to do so by a court, government or regulatory agency;
  - the End User fails to ensure that Grapevine's goodwill and proprietary rights are protected at all times;
  - there is an emergency;
  - a Force Majeure Event under clause 12 continues in excess of five days; or
  - after being notified (via email or telephone) that the End User has failed to treat ActewAGL and TransACT staff or its contractors' staff with respect and common courtesy, the End User continues to treat such staff without respect and/or common courtesy. For the purposes of this clause, Grapevine has sole discretion as to what constitutes respect and/or common courtesy (for example, swearing or abusive language towards Grapevine or its contractors' staff does not constitute respect or common courtesy); or
  - the End User is declared bankrupt.
- 15.6. Upon termination or expiration of the Agreement, the End User must immediately pay all amounts due and payable to Grapevine, and:
- promptly return the CPE (if any);
  - allow Grapevine to enter the Service Location to recover any CPE; or
  - pay to Grapevine such amount as it reasonably determines to represent the value of the CPE.
- 15.7. Upon termination of the Agreement, Grapevine has no responsibility to connect or reconnect any appliance to any telephone network or other communication network, cable or system.
- 15.8. Grapevine is not obliged to remove any CPE from the Service Location, or carry out any repairs to the Service Location in connection with the installation or removal of the CPE.
- 15.9. This clause 15 continues to apply following the termination or expiration of the Agreement.

## 16. Goods and Services tax and withholding tax

- 16.1. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the supplier may increase the consideration for that supply by an amount not exceeding the amount of the consideration multiplied by the rate at which GST is imposed in respect of the supply pursuant to A New Tax System (Goods and Services Tax) Act 1999.
- 16.2. If the End User is required by foreign law to withhold tax from payments to the supplier, the End User must:
- provide the supplier with official receipts reflecting the amount of tax withheld, which are adequate for the supplier to receive credit for such

taxes paid; and

- b. minimise withholdings to the extent possible, in order to protect the suppliers exposure to the limitation imposed by the government tax authorities for such credit.

## 17. Changes to the Agreement

- 17.1. From time-to-time we may need to vary certain charges, or introduce new charges, without your consent. Any changes to this Agreement will be made in accordance with this clause 17.
- 17.2. Subject to the exceptions contained in clause 17.3 below, if we consider that the change will have a detrimental impact on you, we will give you:
  - a. notice of the proposed change at least 21 days before it takes effect; and
  - b. the option to terminate this Agreement within 42 days without incurring any additional fees or penalties (other than any outstanding charges owed for the provision and use of the Service).
- 17.3. Clause 17.2 does not apply where the change made is:
  - a. likely to benefit you, or have a neutral or minor detrimental impact on you (however if you can demonstrate that the change will have more than a detrimental impact on you, you will have the right terminate in accordance with clause 17.2(b));
  - b. to ancillary charges, including but not limited to administration fees;
  - c. to the fee or charge for the Service where the fee or charge is a tax imposed by law;
  - d. as a result of a third party service provider increasing the amount charged to Grapevine for supplying the Service to the End User, provided that Grapevine gives to the End User:
    - i. notice of the proposed change before it takes effect; and
    - ii. the option to terminate this Agreement within 42 days without incurring any additional fees or penalties (other than any outstanding charges owed for the provision and use of the Service).

## 18. End User acknowledgement

- 18.1. The End User warrants that he or she is over 18 years of age.
- 18.2. The End User acknowledges and agrees that in relation to the use of the Service provided by Grapevine:
  - a. other than by included Service restrictions (such as session limit) as set out in the Service Schedule, Grapevine has no control over nor is responsible for the time that the End User spends accessing the Internet;
  - b. other than by included Service restrictions as set out in the Service Schedule, Grapevine has no control over nor is responsible for the amount of data downloaded by the End User from the internet; and
  - c. Grapevine has no control over nor is responsible for material or content that the End User accesses, views or receives through the Internet.
- 18.3. The End User agrees to provide Grapevine with accurate and complete information regarding personal details, and credit card, direct debit or other payment details.
- 18.4. The End User agrees to provide Grapevine with updated accurate information upon request regarding personal details, and credit card, direct debit or other payment details.
- 18.5. The End User agrees that it will be bound by and will comply with this Agreement and any changes to this Agreement made pursuant to clause 17.
- 18.6. The End User acknowledges and agrees it is not Grapevine's responsibility to provide training in the use of the Service pursuant to this Agreement.
- 18.7. The End User must:
  - a. use the Service in a responsible manner;
  - b. comply with all conditions of this Agreement when using the Service;
  - c. maintain the confidentiality of passwords and other access codes to the Service, and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the Service;
  - d. regularly check and read all messages and announcements posted or published on Grapevine's website or sent by Grapevine via email; and
  - e. regularly check and read the terms and conditions of Service, Service Schedule and the AUP published on Grapevine's website, as amended from time-to-time.
- 18.8. The End User accepts responsibility for any use or misuse of the End User's Service by another party, whether the End User is aware or unaware of this use, and whether the End User allows or disallows this use, in accordance with the terms of this Agreement.
- 18.9. The End User remains responsible at all times for the supervision of all persons under the age of 18 years who use or access the Service.
- 18.10. The End User remains responsible for all material, content or otherwise viewed and transmitted by/to persons under the age of 18 years who use or access the Service.
- 18.11. The End User acknowledges and agrees that the internet may contain viruses and that viruses are regularly transmitted over the internet. The End User

agrees that at all times the End User remains responsible for the installation and maintenance of suitable, effective virus protection software and that neither Grapevine or Grapevine's carriers or suppliers shall be liable under any circumstances for any damage caused by a virus.

- 18.12. The End User acknowledges and agrees that the internet is generally not a secure technology and that it possible for other people to obtain access to information, documents and materials transmitted over the internet.
  - 18.13. The End User will not pass off or represent that it is an employee, agent, representative or is otherwise associated with Grapevine or Grapevine's carriers or suppliers.
  - 18.14. Without limiting any other clause of this Agreement, the End User must not do, permit, nor omit or permit the omission of anything which:
    - a. causes damage to the Network or any other Network connected to the Network, Grapevine's or its suppliers' and carriers' equipment or the Service;
    - b. results or may result in interference with or modification of the operation of the Network (including but not limited to infrastructure, gateways and security devices) or any other Network connected to the Network, Grapevine's or its suppliers, carriers and contractor's equipment or the equipment or Network of any other person, the Service, relevant Service numbers or Internet protocol addresses;
    - c. is connected with the transmission of any computer virus that may adversely affect equipment, Network, the Service or other users;
    - d. violates or infringes any duty or obligation in contract, tort or otherwise to any third person;
    - e. may expose Grapevine or its suppliers, carriers or third party providers to the risk of any legal or administrative action including prosecution under law; or
    - f. would breach any law, including but not limited to the transmission of any defamatory, offensive, abusive, indecent, spam or menacing material or making of any hoax call.
  - 18.15. The End User must ensure that no Unauthorised Traffic is used in respect of the Service including but not limited to ensuring that no Unauthorised Traffic enters the Network. The End User must comply with any reasonable instruction given by Grapevine to prevent Unauthorised Traffic from being used in respect of the Service or it entering the network.
- ## 19. Execution and modification
- 19.1. This Agreement is deemed to have been executed and agreed to by the End User, upon registration for the Service by the End User and acceptance of the provision of the Service by Grapevine to the End User.
- ## 20. Severability
- 20.1. Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
- ## 21. No assignment
- 21.1. The End User must not assign or otherwise deal with this Agreement or any right under this Agreement without the prior written consent of Grapevine.
- ## 22. Variation
- 22.1. Subject to clause 17 of this Agreement, no variation to this Agreement will be binding or of any effect unless agreed in writing by Grapevine.
- ## 23. Waiver
- 23.1. Waiver of any provision or right under this Agreement by Grapevine is effective only to the extent that it is set out in writing signed by Grapevine.
- ## 24. Entire Agreement
- 24.1. This Agreement constitutes the entire Agreement between the parties as to its subject matter.