



P E R T H O B S E R V A T O R Y

Perth Observatory SMS (and email) Astro Alert

Terms and Conditions

1. Introduction

- 1.1. The parties to this legal agreement shall be: Perth Observatory and The Customer.
- 1.2. Perth Observatory, 337 Walnut Rd, Bickley 6076, WA, offers to provide you ("The Customer") with SMS and/or email messaging services subject to the following Terms and Conditions.
- 1.3. The Perth Observatory SMS Astro Alert Service and the Perth Observatory email Astro Alert Service will be known "The Service".

2. Fees and Charges (inclusive of GST)

- 2.1. SMS service - \$25.00 for 40 messages, in advance, (+ email service free if requested)
- 2.2. SMS service - \$22.00 (/40 messages), in advance, loyalty price for ongoing subscription renewals using the credit card ongoing debit agreement. That is, your (discounted) fee will be deducted automatically straight from your credit card just before your Astro Alert account expires.
- 2.3. EMAIL service only - \$15.00/year, in advance
- 2.4. These charges may be varied by Perth Observatory from time to time. Notification of these variations will appear on the Service website.
- 2.5. Perth Observatory may terminate access to the Service without notice if any payment due from the Customer remains unpaid for a period of seven (7) days after the due date.
- 2.6. The Customer may cancel this contract by providing a month's notice in writing to Perth Observatory.
- 2.7. In general, and in recognition of the administration costs involved, no refunds will be given under any circumstances
- 2.8 There will be no charge for the initial welcome message on Customer account activation, or for any messages deemed mistaken by the Perth Observatory. No correspondence will be entered into regarding mistaken messages.

3. Service Conditions and Guarantees

- 3.1. Perth Observatory shall keep confidential any information sent by the Customer for the Service (unless Perth Observatory is otherwise required by law to disclose such information). The Customer does not prevent Perth Observatory from disclosing the existence of this agreement for the purposes of marketing Perth Observatory to current and future clients.
- 3.2. The SMS Service is only available to Australian mobile phone accounts.

4. Customer Obligations

- 4.1. The Customer agrees to comply with any instructions concerning access to and/or use of Perth Observatory's email/SMS Astro Alert Service that Perth Observatory may give from time to time and agrees not to do anything that may jeopardise the security or integrity of any part of Perth Observatory's or its subcontractor's systems or platforms.
- 4.2. The Customer indemnifies Perth Observatory from all costs, liabilities, suits, actions or claims arising or in any other way connected with the Customer's use of the Service.
- 4.3. The Customer agrees not to retransmit or forward any alert, or seek to use the Service for publishing, reproduction or advertising any alert, information, symbol or other communication which is offensive or abusive or of an indecent, obscene or menacing character or for the purpose of causing annoyance, inconvenience or needless anxiety to any person, or for any unlawful purpose.
- 4.4. The Customer agrees not to transmit any Service information or material that violates State or Federal law, or transmit any material that is in contravention to any privacy or copyright rules or any other proprietary interest.

4.5. The Customer agrees not to reply to any alert originating from the Service, unless specifically requested to do so.

5. Property Rights

5.1. The Customer agrees that Perth Observatory's intellectual property is protected by law and remains the property of Perth Observatory and may not be copied without prior consent in writing from Perth Observatory.

5.2. Perth Observatory will withdraw the Services should it have reason to believe that the customer has been, or has been attempting to undermine the property rights of Perth Observatory or degrade its reputation.

6. Disclaimer

6.1. Perth Observatory will endeavour to provide the highest level of service possible in order to furnish this unique service, but conditions may require a change of content or structure at short notice.

6.2. Perth Observatory (including their affiliates, officers, employees, agents, contractors, successors or assignees) will not be liable for any loss or damage caused to the Customer or anyone else howsoever arising as a result of using the Service. This includes but is not limited to loss or damage caused by loss or delay of message content or any loss caused by omission by Perth Observatory, their employees or contractors. Furthermore, Perth Observatory does not encourage anyone to look at the Sun with the unaided eye, or other optical instruments and/or their viewfinder in response to Service alerts. Notification of solar eclipses and the like will be broadcast so that subscribers can witness – not observe – the event.

6.3. Perth Observatory does not warrant that the Service will be error-free or uninterrupted, or that transmission will be instantaneous.

6.4. The Customer acknowledges that there has been no reliance by it on Perth Observatory's skill or judgement or written or oral representations in deciding whether the Service is fit for a particular purposes or meet particular criteria.

6.5. The Customer acknowledges that the internet/phone network is not an inherently secure system and undertakes responsibility for the protection of its information and data.

6.6. The Customer acknowledges that the Internet may contain viruses (including other destructive programs) that may, if not eliminated, destroy parts or all of the data contained within its system, and that Perth Observatory has no control over these viruses.

6.7. Perth Observatory does not provide any filtering or checking of data to eliminate these viruses, and the Customer agrees to provide its own mechanism for checking its system for viruses, and to hold Perth Observatory harmless from any damage caused by viruses obtained through the Service.

6.8. Perth Observatory will not respond to any replies Customers send in response to an alert.

7. Termination

7.1. Perth Observatory may terminate the Customer's Account if it believes that any of these Terms and Conditions has been breached. In that case no refunds will be given.

7.2 Perth Observatory may terminate the Service in its entirety should it not prove financially viable. In that case no refunds will be given.

8. Legal Construction

8.1. These Terms shall be governed and interpreted according to the laws of Western Australia.

8.2. In the event that any provision of these Terms and Conditions proves to be illegal or unenforceable that provision is deemed to be omitted from this Agreement without affecting the legality of the remaining provisions. The remaining provisions of the Terms and Conditions shall continue in full force and effect.