



## **GENERAL TERMS AND CONDITIONS –**

### **INTERNET SERVICES SCHEDULE**

#### **1. Service Schedule application**

- 1.1 The terms of this Schedule apply where the Supplier is supplying Internet Services to the Customer, as described in the Solutions Document. In accordance with the General Terms and Conditions these terms take precedence over any other terms in respect of the supply of Internet Services in the case of any inconsistency.

#### **2. Internet Services**

- 2.1 The Internet Services are provided on the basis of:
- (a) in respect of Internet Services identified as Aussie Broadband services in the Solutions Document, the Standard Form of Agreement (SFOA) which can be found at <https://aussiebroadband.com.au/forms/legal/business-sfoa.pdf>; or
  - (b) otherwise, the terms set out in Appendix 1.
- 2.2 Reference to “we”, “us”, and “our” (and “Aussie Broadband” as appropriate) is a reference to the Supplier and references to “you” and “your” refer to the Customer.

## APPENDIX 1

### 1 The Service

- 1.1 The Service we provide is a network solution that provides access to a network and/or the internet. The Service will be powered by technologies such as ADSL, NBN, Fibre, EoC, EFM, 3G, 4G. The Service will be subject to characteristics outlined in the Agreement such as speed, technology, data allowance.
  - 1.1.1 In order to receive the Service:
    - i. you must meet all of our System Requirements; and
    - ii. you must install, or arrange for the installation of, all the Required Equipment.
- 1.3 The Service is only available in locations which are able to receive the Service. You're Phone Line and/or address is subject to a Full-Service Qualification as not all telephone lines and/or addresses are compatible with the Service.
- 1.4 You acknowledge that:
  - 1.3.1 you may not be able to receive the Service at your location;
  - 1.3.2 we do not provide technical support for;
    - i. internal networks connected to the Service;
    - ii. network services or providing network services to others via the Service;
  - 1.3.3 We do not guarantee that any router will be compatible with the service unless provided by us;
  - 1.3.4 We do not guarantee Internet access through wireless access, or the compatibility of a wireless device or connection with your equipment and/or network structure;
  - 1.3.5 We do not guarantee that your connection to the Internet will achieve the theoretical maximum connection speed specified at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
  - 1.3.6 We do not guarantee the availability of ports within an exchange;
  - 1.3.7 We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the service will be continuous, fault-free or accessible at all times.
- 1.4 The following restrictions apply to the use of the Service:
  - 1.4.1 You must be the legal lessee (account holder) of the Phone Line and/or Premise or, if you are not the legal lessee of the Phone Line used to connect the Service, you have obtained the legal lessee's permission to connect the Service;
  - 1.4.2 You must be over 18 years of age to apply for the Service. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service.

### 2 Contract Term

- 2.1 We will provide, and you must acquire the Service in accordance with the Agreement for at least the

Contract Term. After the end of the Contract Term, we will continue to provide and you must continue to acquire the Service on a month to month basis until it is cancelled in accordance with this Agreement.

### 3 Installing the Service

- 3.1 We will activate the Service by preparing Phone Lines, and/or Fibre connectivity.
- 3.2 You acknowledge that third party contractors may require access to the Premise where the Service is being installed and accept any delays in the installation of the Service if access is not available when requested.
- 3.3 You acknowledge that we may activate the Service before delivering any Required Equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.
- 3.4 The Service will be installed at the Premises. You will be responsible for the cost of any third-party services that may be required in connection with the installation of the Service to the Premises (eg electrician or licensed cabler).
- 3.5 If you notify us that your Required Equipment contains faulty components, you must give us sufficient information to assess the kit components (including allowing us to test your PCs to evaluate performance). If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we test the hardware and equipment.
- 3.6 If you notify us that your Required Equipment supplied by us is faulty, within warranty and needs to be returned, you may be shipped replacement Required Equipment. If the faulty Required Equipment is not returned, with all cables and components and original packaging within 21 days, you may be charged the full price for the purchase of the new unit that we shipped to you.
- 3.7 We will provide you with the Required Equipment you order from us. This equipment may be new or 'as new'. All risk in this Required Equipment passes to you on delivery.
- 3.8 If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
  - 3.8.1 any such equipment, including modem, filters and routers, must meet the requirements for the Service type;
  - 3.8.2 the operation of the Required Equipment and any repairs to it will be your responsibility.

### 4 Telephone Devices

- 4.1 Where a telephony device (such as a standard telephone, fax machine, answering machine or dialup analogue modem) is attached to your Phone Line, you acknowledge that, in order to receive the Service:
  - 4.1.1 a filter is required on each telephony device; and
  - 4.1.2 a central splitter must be installed on your Phone Line if:
    - i. a monitored security system (back-to-base) dials out on your Phone Line;
    - ii. more than three telephony devices are connected to your Phone Line;
    - iii. a wall mounted telephone is connected to your Phone Line; or
    - iv. a mode 3 phone socket is connected to your Phone Line.
  - 4.1.3 You must install any required central splitter hardware at your own cost and you will be responsible for the cost of any third-party service that you may require in connection with such installation.
  - 4.1.4 We will supply, at no additional cost, one filter with any ADSL Modem and any router which you purchase from us. You are responsible for the cost of any additional filters which may be required.
  - 4.1.5 You acknowledge that failure to install, or to correctly install, the filter or central splitter can result

in the service being interrupted and/or the service interfering with the operation of monitored security systems or telephony service.

## **5 Service Charges and billing**

### **5.1 Service Charges**

5.1.1 You must pay the charges for the Service set out in the Solution Document.

5.1.2 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your order.

## **6 Billing**

6.1 We will bill you for the charges for the Service in accordance with the billing period set out in the Agreement and selected by you in your order, and any other terms set out in the Agreement.

6.2 Should you exceed the Usage limit in your order, excess charges will be added proportionately to your bill.

6.3 Your bill will be electronically sent to the email address provided by you to us from time to time. Printed Invoices are not available.

## **7 Variation of Charges**

## **8 Commencement of Charges**

8.1 Service charges will accrue from:

8.1.1 the date of order completion, where we provide you with the Required Equipment; or

8.1.2 the date of order completion, where we have made a first delivery attempt to provide you with the Required Equipment; or

8.1.3 the date of order completion, where you supply some or all of the Required Equipment yourself.

## **9 Payment**

9.1 You must pay the charges for the Service by direct debit from your nominated bank account on a monthly basis.

9.2 We may:

9.2.1 charge all fees to your nominated account on a monthly basis from the applicable date referred to in clause 8;

9.2.2 disclose your nominated bank account to our financier; and

9.2.3 charge any Early Termination Fee payable under the Agreement to your account immediately on notice of cancellation of the Service;

9.2.4 charge any Excess Usage Charges fee's that are beyond the usage outlined in your Order.

9.3 If your direct debit from your nominated account is declined for any reason we may immediately suspend the Service by giving notice to you.

9.4 You must continue to pay the charges for the Service even if:

9.4.1 your computer is not working; or

- 9.4.2 you actively cease using the Service for any reason in circumstances where the Service is available for use.

## 10 Monthly usage Allowance

### 10.1 Monthly Usage Allowance

- 10.1.1 Each Service plan provides a Monthly Usage Allowance set out in the Agreement that represents the maximum Usage that can be used during a Billing Period (regardless of the number of days in a month).

- 10.1.2 Your Usage is re-set to zero each month, commencing on the date you are initially billed for the Service (**Billing Period**). Your upstream and downstream traffic are counted in your Usage.

## 11 Monitoring your Usage

- 11.1 We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is shaped.

## 12 Types of Usage

- 12.1 We reserve the right to prioritise applications and the use of these applications, in order to optimise network performance. Network optimisation is determined by total network usage, and is not based on an individual customer's use of various services/applications.
- 12.2 Applications may be prioritised based on whether the performance of the application is time sensitive (i.e. the need for real-time usage of the application) and whether it requires a minimum throughput speed.
- 12.3 Applications such as Streaming Video, Voice, Mail, Web, Virtual Private Networking (VPN), Gaming, Video on Demand (VoD), Internet Protocol Television (IPTV) and other similar applications may be prioritised over non-time sensitive applications such as FTP and file downloading. For example, a Voice over Internet Protocol (VoIP) service will be prioritised over any file downloading you do, thereby maintaining the quality of your VoIP service.

## 13 Cancellation, Suspension or variation

### 13.1 Cancellation or Suspension by Us

- 13.1.1 We may, without liability, immediately suspend or cancel the Service if you breach (or we reasonably suspect you have breached) the terms of this Agreement or our Terms and Conditions. We will endeavour to give you notice of such suspension or cancellation.

- 13.1.2 Our rights to suspend or cancel the Service under this Agreement are in addition to our rights to suspend or cancel the Service under our Terms and Conditions.

### 13.2 Cancellation or Suspension by You

- 13.2.1 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay an Early Termination Fee in accordance with clause 13.2.2.

- 13.2.2 If you cancel the Service after order completion but before the end of the Contract Term, the Early Termination Fees will apply. You authorise us to debit these payments to your nominated account within a reasonable time after receipt of a cancellation notice from you.

- 13.2.3 You acknowledge that there is no ability for you to request suspension of the Services as there is an on-going cost incurred by maintaining the connection with the carrier that we will incur.

### 13.3 Variations

13.3.1 You may modify a Service by emailing us and asking for the Service to be varied providing all necessary details.

13.3.2 Unless the Service charges following the modification of the Service are higher than the existing plan you will continue to be charged the Service charges of the previous plan until the end of the Contract Term. If the Service charges are higher than the higher Service charges will be paid until the end of the Contract Term or new Contract Term as the case may be.

## **14 Phone lines and Moving Premises**

### **14.1 Cancellation or Disconnection of your ADSL Phone Line**

14.1.1 You acknowledge and agree that the Service will be disconnected from your ADSL Phone Line if:

- i. you relocate your ADSL Phone Line to a new address or phone number or different phone number at the existing address;
- ii. changes are made to your ADSL Phone Line details (e.g. change of account holder name or change of service provider);
- iii. your ADSL Phone Line is cancelled.

14.1.2 You acknowledge and agree that:

- i. unless we are your nominated service provider, any cancellation of your ADSL Phone Line is a matter between yourself and your nominated service provider, and we are not a party to this event;
- ii. if you wish to have the Service reinstalled on your ADSL Phone Line, you are responsible for having your ADSL Phone Line reconnected at your own cost.
- iii. if you fail to reconnect your ADSL Phone Line within 14 days, you will be liable to pay the Early Termination Fees referred to in clause 13.2.2;
- iv. if you request us to reinstall or re-provision the Service on your ADSL Phone Line, you must pay us the reconnection fee as charged by the carrier;
- v. you must continue to pay all charges for the Service during Downtime where such Downtime arises due to the cancellation or disconnection of, or change to, your ADSL Phone Line other than as a result of our fault or negligence.

## **15 Moving Premises**

15.1 If you request us to change the location of an active Service, if the Service is available at your new address:

15.1.1 we may accept your application and provide the Service at your new address;

15.1.2 we will charge you a relocation fee which we will notify you of at the time of relocation;

15.1.3 you must pay the Early Termination Fee applicable to the Service, if the Service is relocated to your new address within the first six months of the Contract Term.

15.1.4 The Contract Term may restart on relocation at our discretion.

15.2 If the Service is not available at your new address and you move before the end of the Contract Term

15.2.1 the Early Termination Fees referred to in clause 13.2.2 will apply.

## **16 Customer Support**

16.1 Fault Reporting and Rectification

16.1.1 If you experience a fault in respect of your connection to the Service, you can telephone or email us to notify us of the fault.

16.1.2 We will use reasonable endeavours to rectify the fault within 72 business hours after you report a fault to us in accordance with clause 16.1. However, depending on the nature of the fault, rectification may take longer.

## 17 Warranty

- 17.1 Warranty periods do not apply where you have supplied your Required Equipment.
- 17.2 If you notify us of a fault with the Required Equipment we have supplied to you, within their respective warranty periods, we will, at our option, repair, replace or provide credit for the faulty item and no cost to you. However, if the fault was caused by:
  - 17.2.1 any equipment not provided by us (such as your computer);
  - 17.2.2 any interference caused by a Force Majeure Event;
  - 17.2.3 any interference with or modification to this equipment or a failure to act in accordance with the manufacturer's specifications or our instructions; or
  - 17.2.4 damage caused by you, then we will charge you a fee for the repair or replacement, including associated shipping and/or handling costs.
- 17.3 Outside any warranty period, the operation of the Required Equipment we have supplied to you will be your responsibility.

## 18 Use of Service

- 18.1 When using the Service, you must comply with our Acceptable Use Policy and any other conditions we notify you of that are imposed by any third party whose contact or services you access using the Service or whose Network your data traverses.
- 18.2 Any use of the Service at the Premises is your responsibility. The terms of our Terms and Conditions apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 18.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 18.4 The use of a Local Area Network (LAN) for personal use is permitted, however the setup and configuration of a LAN connected to the modem is not supported by our customer support.
- 18.5 All IP Addresses provided by us for your use remain our property. Most Services include a static IP address. A new IP Address is usually allocated whenever the computer and modem is rebooted. The IP Address remains until the next time the computer and modem is switched off. You must not configure your computer or modem to connect using a dynamic IP address. Where provided, you may configure your computer or modem to connect using a static IP address.
- 18.6 We may at any time adjust aspects of the Service for security or Network management reasons, including without limitation:
  - 18.6.1 deleting transitory data that has been stored on our servers for longer than 90 days;
  - 18.6.2 deleting stored email messages that are older than 90 days;
  - 18.6.3 rejecting any incoming email messages and attachments that exceed 10 Megabytes (including encapsulation);
  - 18.6.4 delivering access and content via proxy servers;
  - 18.6.5 limiting the number of addresses to whom an outgoing email can be sent;
  - 18.6.6 refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
  - 18.6.7 managing the Network to prioritise certain types of Internet traffic over others; and
  - 18.6.8 blocking or filtering specific Internet ports. The following ports may be blocked for incoming connections: blocking Port 80 (WWW), Port 25 (SMTP), Port 135 and 139 (NetBIOS), Port 443 (HTTPS) and ICMP packets.

- 18.7 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 18.8 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 18.9 We may monitor use of the Service to investigate a breach (or suspected breach) of that policy or upon the request of an authorised authority. We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. However, we are not under any obligation to enforce any other policy that applies to anyone using services that we provide to them.
- 18.10 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

## 19 Your acknowledgements

- 19.1 You acknowledge that:
- 19.1.1 the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for defamatory, offensive, indecent, abusive, menacing, threatening or harassing or unsolicited material accessed or received by you; and
- 19.1.2 we do not exercise any control over, authorise, or except as required by law, make any warranty regarding:
- i. your right or ability to transmit any content using the Service;
  - ii. the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
  - iii. the consequences of you using, accessing or transmitting any content using the Service, including any virus or other harmful software;
  - iv. any charges which a third party may impose on you in connection with your use of the Service; or
  - v. the performance, results or characteristics of any Software supplied by us in connection with the Service.
- 19.1.3 You acknowledge that Conekt Australia may act as the customer authorised representative with any Internet service providers in order to procure and deliver your internet connection.

## 20 Definitions and Interpretation

- 20.1 In this Schedule:
- 20.1.1 **Additional User** means a person (other than you) whom you nominate and authorise to use the Service.
- 20.1.2 **ADSL Line Completion** means the date we notify you that your ADSL Phone Line is upgraded to utilise the Service, as determined by us.
- 20.1.3 **Asymmetric Digital Subscriber Line or ADSL** means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs.
- 20.1.4 **Billing Period** has the meaning set out in paragraph 10.1.2.
- 20.1.5 **Broadband** means a high-capacity communication pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.
- 20.1.6 **Contract Term** means the term of the Agreement as specified in the Purchase Order.
- 20.1.7 **Dialup** means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56Kbps.



- 20.1.8 **Download or Downstream** means data that is inbound (i.e. incoming to your internet connection).
- 20.1.9 **Downtime** means periods of unavailability or limited availability of Internet Access.
- 20.1.10 **Early Termination Fee** means the fees and charges payable under this Agreement for the remainder of the Contract Term.
- 20.1.11 **Excess Usage** means Usage over and above the Monthly Usage Allowance.
- 20.1.12 **Excess Usage Charges** means the fees payable for Usage over and above the Monthly Usage Allowance.
- 20.1.13 **Full Service Qualification** means the qualifications which your ADSL Phone Line must pass to support ADSL.
- 20.1.14 **Hardware and/or Equipment** means a kit containing all Required Equipment and Software ordered by you in your Application needed to connect to the Service.
- 20.1.15 **High Speed** means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.
- 20.1.16 **Megabyte** means a unit of data storage capacity equal to 10 to the power of 6.
- 20.1.17 **Modem** means an approved ADSL Modem.
- 20.1.18 **Modem Software** means the Software used and installed on a new customer's computer during installation, as updated from time to time (including upgrades and manuals), and which is included when you purchase an ADSL Modem from us.
- 20.1.19 **Online Tools** means the customer account management area of our website accessible by using your username and password.
- 20.1.20 **Phone Line** means your nominated telephone line used to deliver the Service.
- 20.1.21 **Premise** means the physical location where the Service is delivered to.
- 20.1.22 **Pricing Plan** means a pricing plan for the ADSL Service.
- 20.1.23 **Purchase Order** means a signed Solutions Document which is then placed as an order with the relevant carrier.
- 20.1.24 **Required Equipment** means any of the following that is required by the Service, including but not limited to:
- i. an ADSL Modem;
  - ii. a router;
  - iii. a switch;
  - iv. an Ethernet port/card to connect your computer to the ADSL Modem;
  - v. a telephone wall socket to connect the ADSL Modem to your ADSL Phone Line;
  - vi. an approved filter for each telephony device; and
  - vii. any additional equipment that may be required for your particular computer and telephone requirements.
- 20.1.25 **Services** means the Services we provide you under the terms and conditions of this Agreement.
- 20.1.26 **Software** means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.
- 20.1.27 **System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support.
- 20.1.28 **Terms and Conditions** means our terms and conditions located at [www.conekt.com.au/legal](http://www.conekt.com.au/legal)
- 20.1.29 **Traffic** means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the Internet then you are using Traffic. The Service option and/or ADSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

20.1.30 **Usage** means the amount of time generated or data Downloaded by your Internet access.

20.1.31 **Usage Charges** means the fees payable for Usage of the Service as set out or referred to in the Solutions Document.