

## Terms and Conditions

### For Australia On Line, Ozonline, Lizzy and Lizzy Hosting services.

#### Service Request

Australia On Line Pty Ltd ACN 064 289 925 trading as Australia On Line Pty Ltd, Ozonline, Lizzy or Lizzy Hosting (the Provider) offers communication services (the Service) to you (the Customer) according to these Terms and Conditions and according to further terms as specified in the Service Schedule and Service Request which collectively are known as the Agreement.

The Agreement commences on the date of you apply for service and continues until terminated in accordance with the terms of this Agreement.

Your acceptance of these Terms and Conditions is confirmed by your use of the Service.

Where these Terms and Conditions, Service Schedule and Service Request contradict one or the other in any respect then the provisions of the Service Request will take precedence over the Service Schedule and the provisions of the Service Schedule will take precedence over these Terms and Conditions.

The Service may include one or more of :-

1. Connection to the Internet,
2. Email dispatch, email collection,
3. Web hosting,
4. Junk email filtering,
5. Internet domain registration,
6. Internet domain delegation,
7. Telephone line rental, local telephone calls
8. Telephone pre-selection of long distance and calls to mobiles,
9. Voice over Internet Protocol (VoIP) call collection and termination,
10. Virus scanning,
11. Mobile wireless broadband,
12. Mobile Voice,
13. SMS text messages.

#### SERVICE REQUEST

The Provider shall only make Services available to you after receiving and accepting a Request for Service from you. The Provider may in their sole discretion decline a Request for Service.

The Request for Service records your particulars and identifies the Service you've requested, applicable fees, equipment being provided and the Minimum Term you've selected.

A Request for Service shall be made by a method approved by the Provider, including on an approved application form or via the Provider's web site or via phone to the Provider.

The material particulars of your Request for Service shall be transcribed by the Provider into the Provider's customer database which shall constitute the enduring and authoritative record of your Request for Service.

## SERVICE SCHEDULE

Unless otherwise specified the Critical Information Summary is the Service Schedule.

## MINIMUM PERIOD

The Minimum Period or contract term is the minimum period you agree to purchase the Service, where the minimum period starts at the commencement of the Service.

Where a Service Request does not specify the Minimum Period or where the Service is described as having no contract term, the applicable Minimum Period shall be one Billing Period.

## BILLING PERIOD

The Billing Period for each Service is specified in the Service Request.

The Billing Period is the maximum period that will elapse between fees being levied for a given Service and is the period of time those fees relate to.

The Provider may charge fees as multiple instalments within a Billing Period where the Provider believes there is a higher risk of non-payment as long as the Provider charges no more during the Billing Period than would otherwise be the case by levying all fees once.

A Billing Period may be a Calendar Billing Period or Anniversary Billing Period. Calendar Billing Periods begin on the first day of a month irrespective of which day of the month the Service was commenced. Anniversary Billing Periods begin on the day the Service is activated and further periods begin on the same day of a month on which the Service was initially activated. Calendar Billing Period or Anniversary Billing Period may be monthly, quarterly, yearly or two-yearly.

Where a Calendar Billing Period applies to a Service, the first Billing Period will be a short Billing Period being from the inception of the Service to end of the first Calendar Billing Period and consequently the Provider will adjust the fees applicable to the first Billing Period as required to reflect the shorter initial Billing Period.

## AGREEMENT TERM

You agree to purchase the Service until the end of the term of this Agreement or else an Early Termination Fee may apply.

The term of this Agreement is from the date you apply for the Service to the end of the Minimum Period. At the expiration of this Agreement's term the term shall be automatically extended to the end of the next Billing Period until such time as the Service is cancelled by a means approved by the Provider.

## TERMINATION

The Provider may terminate this Agreement and hence the Service at any time without notice to you and without the Provider incurring any liability or damages whatsoever.

Without limiting the generality of the previous paragraph, the Provider may terminate this agreement immediately for unacceptable usage of the service as per the Acceptable Use Policy for reasons that include, but are not limited to, the Provider believes the Service is being used to violate a third party's intellectual property rights (copyright), the Service is being used to send junk email (spam), the Service is being used for illegal purposes, the Provider believes you are making unreasonable use of the Service such as to adversely impact the Provider's network, facilities or other customers. Where your Service is disconnected for unacceptable usage you remain liable for any early termination fees.

You may terminate this Agreement, cancel, by notifying the Provider of your intention to cancel the Service by a means approved by the Provider. In particular, notification of cancellation to the Provider shall be by a means described on the web page [www.cancel.australiaonline.net.au](http://www.cancel.australiaonline.net.au) whereupon a Cancellation Confirmation number will be issued to you. This Cancellation Confirmation number is the sole authoritative means of demonstrating that you cancelled this Agreement and hence the Service and thereby revoked your commitment to purchase the Service. Termination shall take effect at the end of the Billing Period in which notification occurred.

Without limiting the generality of the previous paragraph, cancellation of the Service does NOT occur by failing to pay fees or by repudiating the transaction at your financial institution or by cancelling a direct debit authority or by cancelling your credit card or by allowing the credit card information held by the Provider to expire or by any other failure by you to pay fees to the Provider.

Where you assert that you have cancelled and the Provider has no record of this cancellation request, the sole authoritative proof of your cancellation is the Cancellation Receipt number provided by cancelling at [www.cancel.australiaonline.net.au](http://www.cancel.australiaonline.net.au).

For avoidance of doubt, you agree to continue purchasing the Service and agree to be liable to pay all fees as described in the Service Schedule irrespective of whether you make use of the Service or not, until the end of the Billing Period in which you terminate the Service.

Where the Service Request specifies a Minimum Term or contract term and the Service is terminated prior to the expiration of such a term, you will be obliged to pay an early termination fee as specified in the Service Schedule or Service Request.

Termination of a Service may occur as a result of you failing to pay the outstanding balance on your account as and when the bill falls due and in which case any applicable Early Termination Fees will apply.

Termination of a Service may occur as a result of you terminating or modifying another apparently unrelated pre-requisite Service even one provided by another provider, but upon which the provision of our Service relies such as disconnecting a phone service or modifying, including changing account holder of, a phone service over which we supply ADSL to you and so causing our ADSL service to be disconnected by the Carrier. In the event that cancelling or modifying a pre-requisite service causes termination of the Service we supply to any applicable Early Termination Fees will apply.

## FEES

You accept liability for the payment of all fees, including but not limited to Setup Fees, Access Fees, Minimum Fees, Usage Fees, cable installation fees, Telephone Line Rental, Telephone Call Fees, credit card transaction fees or account debit fees incurred in relation to the Service, irrespective of whether such fees arise from usage that is authorized by you or not.

A Minimum Fee or Access Fee is a fee payable in recognition that the Provider has made the Service available for use by you during the applicable Billing Period irrespective of whether you have actually made any use of the Service during the Billing Period or not.

A Minimum Fee is levied in advance at the beginning of the Billing Period. Minimum Fees billed according to a Calendar Billing Period are calculated pro-rata such that if you join part way through a Billing Period you will only be charged for that part of the Billing Period that remains and the next full Calendar Billing Period. Thereafter you will only be charged Minimum Fees for 1 Billing Period at the beginning of the applicable Billing Period. Any Minimum Fees paid in advance are not refundable unless a money back guarantee is in force for the particular service and you request such a refund within the required validity period from registration with the Provider.

A Usage Fee is a fee that varies according to usage and is calculated on the basis of volume, duration, quantity or telephone call charges, and is levied at the end of the Billing Period, or more specifically at the beginning of the Billing Period following the Billing Period in which the usage occurred.

Telephone Line Rental Fee is the monthly fee paid to have a phone land line present dial tone at your premises. The terms of this Agreement that refer to Access Fees also apply to Telephone Line Rental Fees.

Telephone Call Fees are fees associated with a Telephone Service that vary according to the type, origin, destination and duration of telephone calls. The terms of this Agreement that refer to Usage Fees also apply to Telephone Call Fees.

An Upfront or Setup Fee is a once off fee payable prior to the activation of the Service. Where a Service cannot be delivered by the Provider then any Upfront or Setup Fees shall be refunded except where such fees relate to installation work to your premises and are not refundable to the Provider by its suppliers.

Fees are payable by you to the Provider by a payment method approved by the Provider.

Where a credit card is your method of payment, we may charge you a surcharge to cover the fee charged to us by our financial institution for transacting your card. Such a surcharge will not exceed the fees charged us by our financial institution.

### UNPAID ACCOUNTS AND FEES

Where your financial institution declines direct debiting of your bill from card or account then entitled to charge you any bank dishonour fee plus an additional \$10 in order to recover our costs including time and materials. Reasons the Provider's financial institution may reject your payment method include but are not limited to when your credit card is cancelled, you have insufficient funds available, there is insufficient credit remaining on your credit card, your card expires or you repudiate a transaction.

Where an attempt to obtain payment from your credit card or bank account is declined, you authorise us to make multiple attempts to debit the outstanding fees until the outstanding balance is paid in full, where there is a fee levied by our financial institution for each attempt to debit your credit card or bank account we are authorised to pass that fee on to you by adding it to your outstanding fees.

Where an attempt to obtain payment by debiting your card or bank account fails or where fees notified to you within a calendar month remain unpaid at the end of that calendar month we are entitled to restrict, suspend, cancel or disconnect the Services we provide to you until such time as full payment is received, whereupon reactivation of the Services may require payment of a reconnection or reactivation fee.

In the event Services are disrupted as a result of non-payment, part or complete reactivation of a Service may not be possible and you agree the Provider is not responsible for the loss of Service and hence you indemnify the Provider in respect of any damages to whatever party that may arise from such disruption.

Where an attempt to obtain payment by debiting your card or bank account fails or fees notified to you within a calendar month remain unpaid at the end of that calendar month we are entitled to require you to provide a security deposit as a condition of providing continuing service to you. You will then be required to ensure that your account remains in credit in excess of the security deposit and we are then entitled to debit your chosen payment method such as your credit card or bank account to ensure the amount you have paid to us remains in excess of the fees you owe us by an amount equal to your required security deposit.

### RESALE

You may not resell the Provider's Services unless expressly permitted by the Provider in writing. Services that may be resold are Web Hosting and Domain Name registration services.

### FAIR GO POLICY

Where the terms of this "Fair Go Policy" contradict our Acceptable Use Policy, the Acceptable Use Policy will take precedence.

The Fair Go Policy is intended to ensure that no customer is disadvantaged by the behaviour of others and to prevent the Provider's network or that of its suppliers being adversely affected by behaviour the Provider or its suppliers regard as unreasonable. Examples of unreasonable usage include but are not limited to reselling the Service, using mobile phone services for other than making and receiving calls or SMS, gatewaying or routing SMS from multiple users via the Provider's service.

You agree that you will not use or attempt to use the Service to break any law or to infringe another person's rights or to expose the Provider or its suppliers to liability.

You agree that you will not use, or attempt to use the Service to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.

You agree that you will not use, or attempt to use the Service in anyway which damages, interferes with or Interrupts the Service, the Provider's Network or of the Provider's suppliers.

You agree that where the Provider is of the opinion that your usage is unreasonable the Provider may suspend, limit or terminate the Service and that such action by the Provider does not relieve you of any obligation to pay the agreed fees including early termination fees.

#### INCLUDED DATA

Included Data is a monthly data quota that is made available to you as part of the Minimum Monthly Fee and for no additional cost. Where a Service Schedule or product description refers to "download" it refers to data from the Provider to you. Where a Service Schedule or product description refers to "upload" it refers to data from you to the Provider. Where a Service Schedule or product description refers to "data" without reference to either "upload" or "download" then it refers to both upload and download.

Unused parts of Included Data expire at the end of the respective month, calendar or anniversary, and are not carried over to the successive month. Once an Included Data quota is used in its entirety the Service may restrict the speed of the Service, referred to as either "Shaping" or "Throttling", or you may be charged an Excess Usage Fee per MegaByte (1000 Kbytes) or part thereof. The Service Schedule or product description will specify whether a Service is subject to Excess Usage Fees or Shaping. The application to a Service of either Excess Usage Fees or Shaping is mutually exclusive.

Included Data is reissued afresh at either the beginning of the calendar month or upon the anniversary day of the monthly upon which the Service's plan was applied. Whether a Service uses calendar month or anniversary month for issuing its Included Data is specified in the Service Schedule.

#### HARDWARE WARRANTY AND REPLACEMENT

Length of Warranty on modems supplied by us is one year from purchase.

Equipment return under warranty - You may return equipment for testing that is subject to our warranty. If the equipment is determined to be faulty we will replace the equipment and credit your account for reasonable Australia Post costs in returning the warranty equipment to us. If the returned equipment is tested to be free of fault then you will be charged a \$20 service fee and \$15 postage and handling to return the equipment to you. If you wish to have equipment supplied to you without having first returned equipment for testing (forward replacement), you may purchase replacement equipment from us (and \$15 postage and handling). If you then subsequently return replacement equipment to us with all original packaging and in saleable condition within 15 days of dispatch to you, we will credit the purchase price of the modem to your account (minus a 20% restocking fee). If instead of returning the new modem you return the original equipment then as per above, the original equipment will be tested by us and if it proves faulty the cost of the replacement modem plus the postage and handling will be credited to your account.

#### DIALUP

Where the Service includes a Dialup Internet connection :-

- You accept that where the Service includes Dial-up internet access you are responsible for paying all telephone call charges incurred in dialling the Provider's access numbers.
- You acknowledge that the Provider has an 0198 access number that is charged as a local call by phone companies. Some accommodation providers such as hotels may impose non-local call tariffs on 0198 access numbers. The Provider also has some non-0198 numbers that are only charged as a local call in specific geographical areas. You agree that it is your responsibility to ensure you are informed of the call charges that will be levied as a result of you calling the Provider's access numbers and you agree that you accept all responsibility for the payment of these charges.

## ADSL

Where the Service includes an ADSL Internet connection :-

- You accept that ADSL is not available in all areas nor over all phone lines and that the Provider is not liable beyond the refund of Upfront Fees and Minimum Fees paid pursuant to the unsuccessful ADSL application.
- You acknowledge that service difficulties should be reported to the Provider and not to our suppliers including Telstra and should you contact our suppliers in relation to the Service and that the Provider incurs fees as a result then the Provider will in turn levy fees on your account in order to recoup such costs. (\$55.00 per such contact with Telstra).
- Your chosen Service may be subject to speed reductions at the expiration of a data quota or at times of peak network utilization as described in the Service Schedule. Where the Service has a peak and off peak download quota, peak time refers to 8am to 1am AEST (for avoidance of doubt AEST is understood to refer to daylight saving as applied in Melbourne, Australia) and off peak refers to 1am to 8am AEST.
- When a peak quota is exceeded then the Service will be slowed during peak times. When an off peak quota is exceeded then the Service will be slowed during off peak times. Postage and handling for modems and/or ADSL filters purchased from the Provider is \$ (gst inc).
- Where you request an ADSL2+ Service and only ADSL1 is available or the Provider is of the reasonable view that ADSL2+ will not provide superior performance over ADSL1 due to cable length then you acknowledge the Provider may provide ADSL1 service instead of ADSL2+.
- We may limit certain classes of traffic on our network to enhance peak performance and/or protect against network attacks where that traffic may be detrimental to the overall performance of the network.
- Any transmission speeds advertised by us refer to the maximum theoretical speed achievable through the service under ideal conditions, and the actual speed can vary for many reasons which include but are not limited to: Third-party Supplier network congestion, equipment failure, peak demand and contention ratios.
- You acknowledge that the Australia On Line Acceptable Use Policy applies to ADSL Services as it does to all Australia On Line services.
- You acknowledge that the events that can cause the disconnection of the ADSL Service, which results in the payment by you of the Early Termination Fee include but are not limited to, you requesting disconnection of either the ADSL Service itself or the telephone Service the ADSL is provided over, either the ADSL Service or phone Service being disconnected for the non-payment of fees, the change of account holder of the telephone service, the relocation of the telephone service to other premises or the change of the telephone number associated with the telephone line associated with the ADSL Service. You acknowledge that in no event is the Provider responsible for the disconnection of the ADSL Service and therefore in all events of disconnection of the ADSL Service prior to the expiration of the committed term you will be liable for the payment of the Early Termination Fee.
- ADSL faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no ADSL fault is found in the phone network up to the network boundary at your premises then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500, where network

boundary is the network including from the phone exchange terminating at the A side of the Main Distribution Frame (MDF) and in the absence of an MDF the phone terminal box and in the absence of both an MDF and phone terminal box the first phone socket and excludes the cabling within your premises or body corporate beyond the network boundary. You acknowledge that the repair of faults in any of your wiring or sockets beyond the network boundary, often referred to as the "B" side, is your financial responsibility. Further, you acknowledge that the replacement of "lead-in" cabling is also your financial responsibility. You also acknowledge that if you report an ADSL fault to the Provider and the fault "goes away" and you do not alert the Provider to the resolution of the fault, and a technician attends and finds no fault, that you are liable for a call out fee as previously described.

- You acknowledge that if you report an ADSL fault to the Provider, but there is a fault with the phone Service such that there is no dial tone or there is static or crackle or other audible degradation of the phone Service, whether the phone Service is supplied to you by the Provider or not, if you do not alert the Provider to the presence of the phone fault and the Provider sends out a broadband technician who finds there is a phone fault and not a broadband fault, then a call out fee may be charged by the Provider's suppliers which you agree to pay plus 25% including GST which is typically \$150 but which may be as much as \$500.
- **New ADSL Service Setup Fees** A New ADSL Service Request is where ADSL Service is requested over a PSTN phone service that does not currently have an ADSL Service supplied over it that is connected to the Telstra ADSL network. A non-refundable "New ADSL Connection Setup Fee" is payable by you upon making a Service Request to the Provider for the connection of a New ADSL Service. This otherwise non-refundable Setup Fee will be refunded to you where the Provider cannot connect the requested ADSL service.
- **Transferred ADSL Service Setup Fees** A Transfer Service Request or "rapid transfer" is where an ADSL Service on a given phone service is transferred to us from another provider who has agreed to participate in the transfer regime and may be provided at a transfer fee that is discounted as compared to the new ADSL setup fee. A Transfer Service Request cannot be completed where the ADSL Service is disconnected. This is a regrettable mistake made by some consumers where they cancel the Service with their existing provider and then place a Transfer Service Request which cannot be completed as such because there is then no ADSL Service to transfer and the only option is to complete a New ADSL Service Request. A non-refundable "Transfer Fee" is payable upon placing a Transfer Service Request. You acknowledge that transferring your ADSL Service to the Provider does not relieve you of any obligations you have to the losing provider from whom you are transferring the Service to the Provider and that none of these obligations transfer to the Provider as a consequence of you transferring your ADSL Service to the Provider. Where a transfer is requested for an ADSL service that is not connected to the Telstra broadband network then a new ADSL connection will be provided and a full new ADSL connection Setup Fee will be payable by you to the Provider rather than the discounted Transfer Fee.

## NBN

Where the Service includes an NBN Internet connection :-

- You accept that NBN is not available in all areas and in the event that you order an NBN connection and the Provider is unable to provide this Service to you that the Provider is not liable beyond the refund of Upfront Fees and Minimum Fees paid pursuant to the unsuccessful NBN application.
- You acknowledge that NBN is a Government project and that the Provider is not responsible or liable for delays in activation, nor is the Provider responsible for NBN contractors failing to attend arranged install appointments.
- You acknowledge that service difficulties should be reported to the Provider and not to our suppliers including Telstra and should you contact our suppliers in relation to the Service and that the Provider incurs fees as a result then the Provider will in turn levy fees on your account in order to recoup such costs. (\$55.00 per such contact with Telstra).
- Where you report a fault and a technician attends and determines that there is no fault in their network and the fault is in your equipment or internal wiring and should we incur an incorrect call out fee, you agree to reimburse the Provider this incorrect call out fee including GST plus 25%.



- Your chosen Service may be subject to speed reductions at the expiration of a data quota or at times of peak network utilization as described in the Service Schedule. Where the Service has a peak and off peak download quota, peak time refers to 8am to 1am AEST (for avoidance of doubt AEST is understood to refer to daylight saving as applied in Melbourne, Australia) and off peak refers to 1am to 8am AEST.
- When a peak quota is exceeded then the Service will be slowed during peak times. When an off peak quota is exceeded then the Service will be slowed during off peak times. Postage and handling for modems and/or ADSL filters purchased from the Provider is \$ (gst inc).
- We may limit certain classes of traffic on our network to enhance peak performance and/or protect against network attacks where that traffic may be detrimental to the overall performance of the network.
- Any transmission speeds advertised by us refer to the maximum theoretical speed achievable through the service under ideal conditions, and the actual speed can vary for many reasons which include but are not limited to: Third-party Supplier network congestion, equipment failure, peak demand and contention ratios.
- You acknowledge that the Australia On Line Acceptable Use Policy applies to NBN Services as it does to all Australia On Line services.
- NBN faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no NBN fault is found then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500. You also acknowledge that if you report an NBN fault to the Provider and the fault "goes away" and you do not alert the Provider to the resolution of the fault, and a technician attends and finds no fault, that you are liable for a call out fee as previously described.
- You acknowledge that where the NBN service includes the provision of an NBN box, an Network Termination Device (NTD), that any wiring required from that box to any of your services including but not limited to burglar alarms, computers, routers, phone handsets is your responsibility and you will to arrange the install of that wiring at your expense.
- You acknowledge, that after you or your on-site representative have signed off completion of the install of an NBN box at your premises, that any relocation of the NBN box shall be at your expense.
- You acknowledge that any phone Service provided over FTTN NBN, FTTB NBN, FTTP NBN without battery backup or Fixed Wireless NBN will not operate in the event of a power outage.
- You acknowledge that any NBN phone Service not provided over a UNI-V socket on the NBN box is unsuitable for the use of fax machines and alarms including but not limited to security or medical alarms.
- You acknowledge that phone Services provided over FTTP NBN may operate for a limited time during a power outage if and only if the phone service is connected via a UNI-V phone socket on the NBN box and you have elected to have the NBN battery backup option.
- You acknowledge that the replacement of the battery in any provided NBN battery backup equipment is your responsibility.
- You acknowledge that if you are provided with FTTP NBN and you do not elect to have the battery backup option at the time the order is placed that arranging to install the battery backup option after NBN install occurs will be at your expense.
- You acknowledge that acquiring a new NBN service will not automatically cancel any pre-existing internet or phone service and that you must do so explicitly and in the event that you do not you are aware that the provider of your pre-existing services will continue to charge you for the pre-existing services.
- You acknowledge that if you are requesting transfer of your existing phone number to an NBN phone service that you will NOT cancel that phone service with your existing phone provider and you acknowledge that if you do so that your existing phone provider may irretrievably cancel your phone number.
- NBN have introduced a "New Development Fee" as of 1<sup>st</sup> April, 2016 which is \$300 and applicable in areas defined by NBN as "green fields" and is an install fee that applies to the first time NBN is activated at a Greenfields premise. This fee is chargeable over and above any other NBN activation or setup fee chargeable by the Provider.



- **NBN FTTN/FTTB** If there is no existing active phone line with an active phone number connected to the copper phone network then an NBN installation fee of \$300 plus time and materials may apply. Upon receiving your Request for Service The Provider will advise if such a fee is applies and you will have the option of cancelling your Request for Service with refund of all monies paid in respect of your request.
- **NBN FTTN/FTTB** FTTN or FTTB faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no NBN fault is found up to the network boundary at your premises then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500, where network boundary is the supplier network terminating at the A side of the Main Distribution Frame (MDF) and in the absence of an MDF the phone terminal box and in the absence of both an MDF and phone terminal box the first phone socket and excludes the cabling within your premises or body corporate beyond the network boundary. You acknowledge that the repair of faults in any of your wiring or sockets beyond the network boundary, often referred to as the "B" side, is your financial responsibility. Further, you acknowledge that the replacement of "lead-in" cabling is also your financial responsibility.

#### NON-NBN VDSL2+

Where the Service includes a non-NBN VDSL2+ Internet connection :-

- You accept that VDSL2+ is not available in all areas and in the event that you order a VDSL2+ connection and the Provider is unable to provide this Service to you that the Provider is not liable beyond the refund of Upfront Fees and Minimum Fees paid pursuant to the unsuccessful VDSL2+ application.
- You acknowledge that service difficulties should be reported to the Provider and not to our suppliers including AAPT and should you contact our suppliers in relation to the Service and that the Provider incurs fees as a result then the Provider will in turn levy fees on your account in order to recoup such costs. (\$55.00 per such contact with AAPT).
- Your chosen Service may be subject to speed reductions at the expiration of a data quota or at times of peak network utilization as described in the Service Schedule. Where the Service has a peak and off peak download quota, peak time refers to 8am to 1am AEST (for avoidance of doubt AEST is understood to refer to daylight saving as applied in Melbourne, Australia) and off peak refers to 1am to 8am AEST.
- When a peak quota is exceeded then the Service will be slowed during peak times. When an off peak quota is exceeded then the Service will be slowed during off peak times. Postage and handling for modems and/or VDSL2+ filters purchased from the Provider is \$20 (gst inc).
- We may limit certain classes of traffic on our network to enhance peak performance and/or protect against network attacks where that traffic may be detrimental to the overall performance of the network.
- Any transmission speeds advertised by us refer to the maximum theoretical speed achievable through the service under ideal conditions, and the actual speed can vary for many reasons which include but are not limited to: Third-party Supplier network congestion, equipment failure, peak demand and contention ratios.
- You acknowledge that the Australia On Line Acceptable Use Policy applies to VDSL2+ Services as it does to all Australia On Line services.
- VDSL2+ faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no VDSL2+ fault is found then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500. You also acknowledge that if you report a VDSL2+ fault to the Provider and the fault "goes away" and you do not alert the Provider to the resolution of the fault, and a technician attends and finds no fault, that you are liable for a call out fee as previously described.
- You acknowledge that acquiring a new VDSL2+ service will not automatically cancel any pre-existing internet or phone service and that you must do so explicitly and in the event that you do not you are aware that the provider of your pre-existing services will continue to charge you for the pre-existing services.
- You acknowledge that if you are requesting transfer of your existing phone number to a phone service delivered as part of a VDSL2+ bundle that you will NOT cancel that phone service with your existing phone

provider and you acknowledge that if you do so that your existing phone provider may irretrievably cancel your phone number.

- If there is no existing active phone line with an active phone number connected to the copper phone network then a VDSL2+ installation fee of \$330 plus time and materials may apply. Upon receiving your Request for Service The Provider will advise if such a fee is applies and you will have the option of cancelling your Request for Service with refund of all monies paid in respect of your request.
- VDSL2+ faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no NBN fault is found up to the network boundary at your premises then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500, where network boundary is the supplier network terminating at the A side of the Main Distribution Frame (MDF) and in the absence of an MDF the phone terminal box and in the absence of both an MDF and phone terminal box the first phone socket and excludes the cabling within your premises or body corporate beyond the network boundary. You acknowledge that the repair of faults in any of your wiring or sockets beyond the network boundary, often referred to as the "B" side, is your financial responsibility. Further, you acknowledge that the replacement of "lead-in" cabling is also your financial responsibility.

### WEB HOSTING SERVICE

Where the Service includes a web hosting :-

- You agree that you are responsible for ensuring that all copyright material made available, by you or others, from the Service has the authorisation of the copyright owner and further you agree not to link to or other wise publicise or promote the distribution of copyright material without the authorisation of the respective copyright owners.
- You agree that you are responsible for downloading backups of your web site and in the event that you fail to keep an up to date backup of your web site and that that data is lost you agree you have no claim against the Provider irrespective of whether the loss of data is the fault of the Provider or not.

### EMAIL SERVICE

Where the Service includes email access:-

- You understand that the sending of SPAM is illegal in Australia and agree not to send unsolicited commercial email using the Provider's Service. You acknowledge that the sending of unsolicited email, whether it was your intention or not, is sufficient grounds for the Provider to suspend or disconnect some or all of your Services without notice and you hold the Provider harmless of any claim for compensation in such an event.

### MOBILE WIRELESS BROADBAND SERVICE

Where the Service includes Internet access via a Mobile Wireless network :-

- You accept that Mobile Wireless Broadband is not available in all areas.
- You acknowledge that service difficulties should be reported to the Provider and not to the network operator such as Optus and should you contact the network operator in relation to the Service and the Provider incurs fees as a result then you agree to pay such fees including applicable GST.
- The Mobile Wireless Broadband Service consists of Included Data, which is included as part of the monthly Access Fee, and an additional excess Usage Fee for data used over and above the monthly included data.
- The Mobile Wireless Broadband Included Data quota is reissued at the beginning of the calendar month and includes uploads and downloads.

- The maximum data usage in any given calendar month is 10GB where upon the Service will be suspended until the beginning of the next calendar month. The Monthly Access Fee still accrues when the Service is suspended.
- The Provider may, but is not obliged to, provide you a Notice when you have used 80% and again when you have used 100% of the monthly included data for your Mobile Wireless Broadband Service.
- In exchange for the Setup Fee the Provider will issue you with a SIM card and optionally a USB modem for an additional fee. Postage and handling are payable for delivery of the SIM card and the optional USB modem.
- The Provider offers a “30 day coverage guarantee” which is applicable for 30 days from the time you apply for the Service.
- To make a claim under Australia On Line’s coverage guarantee you need to :- Lodge a Coverage Guarantee claim with Australia On Line, by phone to our accounts department during business hours on 1300 364 074, within 30 days of signing up for the Mobile Wireless Broadband service. You will receive a coverage guarantee claim number as evidence that you have lodged your claim; and you need to return in good condition to Australia On Line either the SIM card alone if you purchased the SIM only pack, or the SIM and Modem pack with all attachments. The claim will be approved if the claim has been lodged within 30 days of signing up for the Mobile Wireless Broadband service and all the purchased items are received in good condition at Australia On Line with the claim number attached. In the event that, you’ve applied for Cash back with a committed term for the Service subject to Coverage Guarantee claim, Australia On Line will release you from the committed term for the Service or else if you are not subject to a Cash Back committed term, Australia On Line will refund the purchase price (\$99 in the case of the SIM and Modem pack or \$25 in the case of the SIM only pack). Postage and Handling charges are not refundable under the Coverage Guarantee. Monthly Access Fees are not refundable under the Coverage Guarantee. If you are making a claim under the Australia On Line Coverage Guarantee it is your responsibility to ensure that we receive the purchased items and we receive them in good condition at: Australia On Line, PO Box 475 Warrandyte VIC 3113. If we do not receive the purchased items or we do not receive the purchased items in good condition, we cannot approve the coverage guarantee claim and in the event that your service is subject to a committed term and you cancel the service, an early termination fee will apply.
- The Mobile Wireless Broadband Service is only for use in Australia.
- Downloading speeds with the Mobile Wireless Broadband Service will typically be 1 to 2 Mb/s. You acknowledge that there are a number of factors that affect the speed and effectiveness of the signal including :- The Location of the USB modem, indoors, out of doors; the type of building the Mobile Wireless Broadband is used within; the blocking behavior of surrounding buildings. Distance from the mobile phone tower; the number of people using the mobile network in the area at the time.
- Downloading may not be as fast as an ADSL or ADSL2+ fixed line service.
- Cancelling or changing the Included Data of a Mobile Wireless Broadband Service can only take affect at the beginning of a calendar month and requires the Provider notifying the network operator or reseller thereof prior to the start of a calendar month. In order for cancellation of a Mobile Wireless Broadband Service to take affect at the beginning of the next calendar month, you must notify the Provider of such cancellation prior to 5 business days before the end of the current calendar month. In order for a plan change of a Mobile Wireless Broadband Service to take affect at the beginning of the next calendar month, you must notify the Provider of such plan change prior to 5 business days before the end of the current calendar month. Where you have not notified the Provider prior to 5 business days before the end of the current calendar month you agree to continue to pay for the Service and any Usage Fees associated with the Service as described by the Service Schedule for the plan applicable prior to you requesting cancellation or plan change for the current calendar month and the following calendar month until the cancellation or plan change takes affect.

## MOBILE PHONE SERVICE

Where the Service consists of a Mobile Phone Service :-

- The Provider will provide a SIM card. Some Services may include the provision by the Provider of a mobile phone handset. Where the Service Schedule refers to Mobiles this will refer to Australian GSM 3G or 4G

mobile phone services and will NOT refer to Satellite phones and will NOT refer to Mobile Phones billed by a foreign network (International Mobile Phones).

- Unless otherwise stated in the Service Schedule, charged Mobile Phone calls will be billed per 60 seconds so that any part of a 60 second block will be billed for the whole 60 seconds.
- Charged mobile phone usage as described in the Service Schedule may include but is not limited to phone calls, SMS messages, Internet data, premium SMS and premium content such as ring tones.
- Charged mobile phone usage will be accessible via the Provider's web site at some time prior to the usage being billed to you. The Provider will make reasonable efforts to make charged mobile phone usage accessible to you as soon as practicable after the Provider receives usage data from the phone network operators. Such mobile phone usage is often provided by the mobile phone network operators more than 2 days after the usage occurred. Given that there are unavoidable delays in the receipt of usage data by the Provider you are advised NOT to solely rely upon the Provider's website in order to avoid excess usage charges.
- The Provider will send notifications to you by SMS to your mobile phone service, when the Provider becomes aware that your mobile phone Internet usage is in excess of 80% of your monthly allowance and again when your mobile phone Internet usage is in excess of 100% of your monthly allowance. Such notices will be delayed until they can be sent between the hours of 12 noon and 8pm Melbourne time so as to avoid sending SMS at some inappropriate time of the day in one of Australia's time zones.
- You acknowledge that it is possible that your phone usage may substantially exceed usage limits, and therefore you may incur substantial excess usage charges, before the Provider is advised of the relevant usage data by the network operator and hence before the Provider has the opportunity to notify you. Any usage whose price is not specified in the Service Schedule shall be charged at the Provider's cost plus 25%.
- You acknowledge that you are liable for all charges for all mobile phone usage irrespective of whether you authorised the usage or not until such time as the Service has been transferred to another Provider or until such time as the mobile phone Service has been terminated on the phone carrier's network.
- You acknowledge that the Australia On Line Acceptable Use Policy applies to the Provider's Mobile Phone Services.
- Where you have been charged for Premium content such as Ring Tones and you dispute whether you purchased such Services, you agree that you are liable to Pay the Provider for these Services and that it is then your responsibility to seek redress from the content Provider directly.

## PHONE SERVICE

Where the Service includes a land line phone service:-

- **Medical Priority.** Australia On Line phone services do not support medical priority and as such the phone services cannot be relied upon to be operational in the event that you or someone summons emergency or medical assistance. Upon registering with us for a phone service, account holders have been asked if they are any member of their household suffers a life threatening condition including life threatening allergies, whereupon account holders have been advised that our phone service cannot be relied upon in the event of a medical emergency. If account holders have answered yes, a member of their household does suffer a life threatening condition, they proceed with purchasing phone service from us having been informed and in full knowledge making their own informed decision, that our phone service may not be available or operational, if and when someone at their premises suffers a life threatening event.
- **Customer Service Guarantee.** The Customer Service Guarantee sets timelines for installation and restoration of phone service that must be met by Phone providers or else the Phone Provider must pay mandated compensation to the Phone account holder. We rely upon the large phone companies to activate new services and rectify faults and therefore we do not control nor can we guarantee that phone services will be installed or restored to operation within Customer Service Guarantee times. We will do everything we can to minimise installation times and service restoration times. It is not possible to offer our Phone Services at our discounted price and be liable to pay compensation under the Customer Service Guarantee. We require you to waive your rights under the Customer Service Guarantee as a condition of purchasing our Phone Services.

- The Provider will levy Access or Line Rental Fees in advance at the beginning of the Service's Billing Period.
- The Provider will levy Call Charges in arrears, generally at the beginning of the next Billing Period, though the Provider may do interim debits of Call Charges, prior to the next Billing Date, to ensure the total outstanding call fees owed on any given Service do not exceed \$50.
- The Call Charges levied in arrears for a given period are the fees for the calls which have been notified to the Provider in that Billing Period rather than being the fees for the calls made in that Billing Period. In other words, what Call Charges we bill you for a Period are not the calls you made in that Billing Period but the calls we've been told about in that Billing Period.
- The Provider may not be told about calls made in a Billing Period until days or even months later. The Provider cannot bill for calls until it is told about them.
- You agree that you will pay Call Charges for calls made on the Service even if the Provider has not been received notification of those calls from its Suppliers and therefore you have not been billed for those calls until days or even months later, and further you agree to pay the Call Charges for calls made on the Service even if you are billed for those calls after you have terminated the Service or transferred the Service to another Provider.
- Local calls, national calls, fixed to mobile calls and fixed to International calls will be charged to you at the rates specified in the Service Schedule.
- Calls other than of a type specified in the Service Schedule will be charged at the Provider's cost plus 25% of the Provider's cost plus GST.
- You acknowledge that calls to Premium services such as 1900 numbers will be inaccessible via the Service (barred). You acknowledge that the Provider may enable access to 1900 numbers on an individual basis, at the Provider's sole discretion as a result of a request by you.
- You acknowledge that the Provider's usage web page can only list calls notified to the Provider by the Provider's Supplier which may or may not be a complete list of all calls made in a given period given that Call Notifications to the Provider can be delayed. The Provider's usage web page is an accurate statement of what you will be billed for past Billing Periods or up to today for the current Billing Period.
- You acknowledge that the Provider is extending credit to you by billing Call Charges in arrears and unless otherwise advised in writing by the Provider, the Provider will limit the amount of credit it will extend to you to \$50. Where the unpaid amount for calls exceeds this limit the Provider may request an interim payment from you part way through the Billing Period so as to bring the amount of credit extended to you below the credit limit the Provider has assigned to you. Where the Provider assigns a small or even zero dollar credit limit to you, the Provider may request that you prepay an amount such as, but not restricted to, \$50 or \$100.
- Where payment for a phone Service remains outstanding beyond 7 days after the end of the applicable Billing Period, the Provider may suspend your Service whilst maintaining your ability to make emergency 000 calls. In the event that the Service is suspended due to failure to pay an outstanding amount the Provider may charge a restoration fee up to \$35. The Provider cannot request restoration of the Service from its Supplier outside of business hours and restoration itself may take more than a week after the request for restoration has been placed with the Supplier. Where payment remains outstanding beyond 7 days after the end of the applicable Billing Period, the Provider may levy a \$10 dishonour fee.
- The Provider offers phone service on the condition that you waive your Customer Service Guarantee. The Provider relies upon third parties for the supply of the phone Service and therefore cannot guarantee the operation of the phone Service is uninterrupted and only offers the Service to you on the condition that you do NOT rely upon the Service as your primary means of summoning emergency assistance including emergency medical assistance. The Provider relies upon third parties for the installation, activation and repair of the phone Service and therefore and therefore cannot guarantee such tasks will be completed in any given timeframe and you acknowledge that you waive your Customer Service Guarantee.
- Phone faults within the Provider's network or their supplier's network will be rectified free of charge. Where a technician attends to a fault on the Service and no phone Service fault is found in the phone network up to the network boundary at your premises then a call out fee may be charged by the Provider's Suppliers which you agree to pay plus 25% including GST which is typically \$150 but which be as much as \$500, where network boundary is the network including from the phone exchange terminating at the A side of the Main

Distribution Frame (MDF) and in the absence of an MDF the phone terminal box and in the absence of both an MDF and phone terminal box the first phone socket and excludes the cabling within your premises or body corporate beyond the network boundary. You acknowledge that the repair of faults in any of your wiring or sockets beyond the network boundary, often referred to as the "B" side, is your financial responsibility. Further, you acknowledge that the replacement of "lead-in" cabling is also your financial responsibility. You also acknowledge that if you report a phone fault to the Provider and the fault "goes away" and you do not alert the Provider to the resolution of the fault, and a technician attends and finds no fault, that you are liable for a call out fee as previously described.

#### FIXED LINE TELEPHONE SERVICE

Bundled Services are where the purchase of multiple Services entitles you to a benefit by virtue of your purchase of multiple Services over and above the benefits that would accrue to you from the purchase of the Services separately.

The terms and conditions of a Bundled plan are the aggregate of the terms and conditions of the individual Services provided as part of the Bundle except where the specific terms relating to the Bundle contradict or override the terms and conditions of the individual Services.

The terms and conditions specific to the Bundle take precedence over the terms and conditions of the individual Services only if all individual Services within the Bundle continue to be purchased by you. When you no longer purchase one of the Services contained within the Bundle, the Bundle no longer applies and the terms and conditions of the Bundle no longer have effect and all the terms and conditions that would otherwise apply if the Services were purchased separately now have force and are operative.

#### PHONE PLUS ADSL BROADBAND BUNDLED PLANS

The Services that are contained within this Bundle are a Fixed Line Telephone Service (PSTN) and ADSL Broadband over the same phone line. This Bundled Service provides larger monthly data quotas than would otherwise be the case if the ADSL Broadband were purchased separately. The Bundled Service may provide a discounted ADSL Broadband "ADSL Bonus Access Fee" if the monthly call charges on the attached Fixed Line Telephone Service exceed a "Call Charges Bonus Threshold" If the monthly call charges do not exceed the Call Charges Bonus Threshold then the ADSL Access Fee that would apply to the ADSL Service if purchased separately applies.

#### CASH BACK

- Cashback offers are intended to encourage customers to purchase a new type of Service (ADSL, Select ADSL, Mobile Broadband, Phone Services) that they are not currently purchasing and have not previously purchased from the Provider. As such cash back offers or other rebates are not available to customers purchasing a type of Service that they are currently purchasing or have previously purchased from the Provider.
- Cash backs or rebates are not available for services associated with a phone number or to be delivered to an address where the same type of Service has previously been provided. Where a Service has an upfront fee such as a Setup Fee, Connection Fee or hardware purchase fee, a Cash back Rebate may be offered where the upfront Setup Fee is paid by the Customer at signup and then is claimed back by the Customer.
- The Cash back offer has an expiry, which is 30 days from purchase or signup for the Service, unless otherwise varied in the Service Schedule.
- The Customer must claim the Cash back by returning a correctly completed Cash back application via the postal service to the Provider.
- The Provider will remit the applicable Cash back Rebate to the Customer after 30 days from purchase.
- The Cash back offer is no longer available where upfront Setup Fees have already been repaid, such as when a Mobile 3G Broadband coverage guarantee is invoked, or where the upfront Setup Fee was never paid by to the Provider under some free setup arrangement where they upfront Setup Fee or part thereof were waived.

#### ADVERSE NETWORK IMPACT



Subject to the Acceptable Use Policy, You agree that the Provider may suspend or terminate the Service where your manner of use of the Service either adversely impacts or is likely to adversely impact the ability of other users and customers of the Provider to utilise their respective Services, including but not limited to where you are sending bulk email that results in other networks refusing to accept email from the Provider.

#### DATA SECURITY

You agree to keep confidential information such as passwords and will immediately notify the Provider in the event such information is disclosed.

You acknowledge that they are connecting to an insecure public network (the internet) via the Provider and you acknowledge that the Provider is not responsible for any losses or damage that you may experience as a consequence of connecting to the Internet.

You agree that you are responsible for ensuring the security of your own computer systems and acknowledge that the Provider is not responsible for preventing attacks upon your systems and the Provider is not responsible for preventing the transmission of malevolent code such as viruses to your computers even when such attacks occur via the Providers facilities.

#### NOTICES

At the Provider's discretion Notices will be sent to either the Notification Email Address or via Short Message Service (SMS) to the Notification mobile phone number. The Notification Email Address is the email address (Preferred Email Address) advised by you as part of your Request for Service or as further notified by you at a later date. Where you have not advised the Provider of a Notification Address the Notification Address shall be that of any email box provided to you as part of the Service. You acknowledge that it is your responsibility to keep the Provider informed of your current contact information including your email address, postal address and phone numbers.

The Provider may send a notice via Short Message Service (SMS) in addition or instead of sending the notice via email. Notices sent via SMS are sent to the mobile phone number advised by you as part of your Request for Service or as further notified by you at a later date. It is your responsibility to ensure that the Provider has a Notification Address that will allow notices to be received by you in a timely fashion. Notices will be deemed to have been received 24 hours after dispatch by email to the Notification Address.

#### WARRANTY

You acknowledge that the any and all Services provided to you are not guaranteed to be error free and are not guaranteed to be without interruption.

You acknowledge that you will maintain backups of any data held on your behalf on the Provider's servers in the event of data loss and includes but is not limited to you maintaining copies of your email message and web sites.

You agree that the Provider is not liable for any disruption or interruption to the provision of the Service. Where this limitation of the Provider's liability is held to be invalid, the Provider's liability will be restricted to the re-supply of the service or to the aggregate fees received by the Provider from you in the Billing Period during which the liability arises.

#### INDEMNITY

To the extent permitted by law the aggregate liability of the Provider to you in connection with this Agreement (whether in contract, tort including negligence, under statute or otherwise) in respect of any loss or damage (including consequential loss or damage) is limited to the fees received by the Provider in the Billing Period during which the liability arises.



You agree to indemnify the Provider and hold the Provider harmless from any damages whatsoever to you or to any third party/s as a result of your use of any service provided by the Provider to you or as a result of any act or omission by the Provider, its employees or agents.

You acknowledge that the Provider does not and can not exercise control over what content is accessible via the Internet and hence via the Provider's Service and you acknowledge that there is content accessible on the Internet which is unsuitable for children.

#### PRIVACY

Subject to the Privacy Policy. We need to use your personal information so as to provide services to you. We also use this information, including the phone number you call from to access our services, for fraud prevention, billing, call management, and credit control. We may also obtain and provide credit information about you (subject to the requirements of Part IIIA of the Privacy Act) to or from a credit provider or credit reporting agency to make a decision about whether or not to provide credit to you and to update your credit information file with a credit reporting agency. We will not otherwise share your information unless directed by a court or subject to a subpoena or otherwise subject to a lawful request from government or law enforcement agencies. The Provider will maintain records of your usage.

#### MISCELLANEOUS

You agree that the Service is not to be resold except by written permission of the Provider.

You agree to permit the Provider to send you electronic and non-electronic information from time to time including information of a promotional nature.

The Provider may vary this agreement from time to time such that you are not materially disadvantaged by the variation or in the event that you are materially disadvantaged you will be able to elect to terminate the Agreement irrespective of whether a Minimum Period applies and without you incurring a financial penalty for doing so.

Where any part of the Agreement is held to be unlawful such parts will be severed from the Agreement in so far as is necessary for the remainder of the Agreement to be permitted by law.

This agreement is governed by the laws of the State of Victoria, Australia.