

Standard Form of Agreement

1. Description of Service

- 1.1 Aussielinx supplies telecommunications for:
 - a. Local, national and international long distance and fixed line to mobile phone
 - b. Internet services
 - c. Security services
 - d. Re-Transmission of free-to-air television
- 1.2 Services are supplied on the terms of this agreement, the terms of particular plans and terms of any offers undertaken.
- 1.3 If anything in these General Terms and Conditions is inconsistent with something in a particular section of particular plans undertaken, then the particular section applies instead of these General Terms and Conditions to the extent of the inconsistency.

2. Where We Provide Services

- 2.1 Supplying Aussielinx Services may be restricted on the basis of:
 - a. Particular terms for that plan or service
 - b. Eligibility
 - c. Geographical availability
- 2.2 We reserve the right to not supply Aussielinx Services based on these limitations and/or at our own discretion.

3. Connection and Provision of Services

- 3.1 "Connection" refers to enabling the provision of service of Aussielinx Services on our systems.
- 3.2 Connection does not include:
 - a. Wiring within the premises
 - b. Provisioning of home phones and/or equipment
- 3.3 In some instances you may be responsible for certain infrastructure to enable the provisioning of Aussielinx Services, including but not limited to:
 - a. Lead-in pipe for fibre connection
 - b. Cabling within premises
 - c. Power supply (power point)
- 3.4 This infrastructure is your responsibility and failure to provision any and all required infrastructure may result in Aussielinx Services not being provided.
- 3.5 Where Aussielinx provides connection services, such as lead-in pipe installation, these services may be chargeable.

4. Minimum Period

- 4.1 If the service is intended to last for a minimum period, details will be set out in the Plan description.
- 4.2 The minimum period will start on the date we provide the service to you, unless otherwise stated in service terms.
- 4.3 If you request termination prior to the agreed end date, a pro rata early termination rate will apply for the remaining period under the contract up to the amount of \$300.
- 4.4 An early termination fee may be charged in addition to the pro rata early termination rate.
- 4.5 A fee may be charged for any and all amounts outstanding on any Aussielinx equipment.

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- 4.6 Aussielinx reserves the right to charge ALL termination fees, including, but not limited to, any remaining portion of the minimum contract term to your nominated credit card or direct debit account on receipt of notice to terminate.
 - 4.7 Changing to another Aussielinx plan does not reduce the minimum contract term or terminate the original agreement or result in a reduction of charges payable by you.
 - a. New plan subscription and/or usage charges will apply from the date of the change.

5. Charges and Payment

- 5.1 Charges for services are listed in the plan description and are subject to change without prior notice.
- 5.2 You agree to pay all charges for the equipment and the service, including any charges for late payment, whether you use the service or someone else does.
- 5.3 The method of payment will be as nominated by you when requesting Aussielinx Services or as otherwise agreed upon between you and Aussielinx.
- 5.4 You agree to pay any and all charges within 30 days of the issuance of a bill or as per the payment terms agreed upon for the provision of the service, whichever comes first.
- 5.5 If we do not receive payments within the stipulated time we may add a late payment charge of \$5.50 to your next bill as compensation for breaking the terms of this agreement.
- 5.6 If payments from credit card, direct debit or cheque are returned to us because you do not have enough funds in the account we may add a fee by way of compensation.
- 5.7 Accepted credit cards include Visa and MasterCard.
- 5.8 You are required to inform us two weeks prior to credit card expiration or closure of a bank account. You are further required to provide us with current payment details.
- 5.9 The default billing distribution method is email. Customers requiring hardcopy bills will be charged a fee of \$2.00 per month.
- 5.10 Aussielinx reserves the right to check your details with credit reference bodies/associations.
- 5.11 Aussielinx reserves the right to request a deposit or payment upfront prior to receipt of goods or provision of Aussielinx Services.
- 5.12 If you wish to dispute the correctness of charges in a particular bill, you must do so within 12 months of the bill in question. This does not affect any of your legal rights concerning incorrect charges.

6. Suspension and Termination of Services

- 6.1 Failure to pay any amounts due by the due date on the bill and/or disconnection notice may result in limitation, suspension or termination of Aussielinx Services from the date stated in the service disconnection notice.
- 6.2 You may be required to pay a reconnection charge before we agree to reconnect the Aussielinx Service if the Aussielinx Service has been suspended or terminated due to your breach of this agreement.
- 6.3 We reserve the right to end Aussielinx Services by giving you 28 days written notice.
- 6.4 If we terminate your services we will pay back to you any money owed relating to that agreement having retained any money owed by you to us under that agreement or any other agreement between us.
- 6.5 After the expiration of a plan you may cancel services at any time by contacting us and providing written notification. Upon notification Aussielinx Services will be cancelled at the end of the current billing period.
- 6.6 If services are requested, by you, to be terminated within the minimum contract period you may be charged as outlined in 4.3, 4.4, 4.5 and 4.6 above.

7. Use of Services

- 7.1 You must not use a Aussielinx Service to commit an offence or allow anybody else to do so.
- 7.2 You agree to follow any reasonable instructions that we may give you.
- 7.3 You agree to provide us with safe access to your premises, upon notification, if needed.
- 7.4 You agree to get any and all permission required from any other party if we need to cross their land or put our equipment on their premises for the purposes of your Aussielinx Services.
- 7.5 You are responsible for any and all Aussielinx equipment located on your premises, or used for the purpose of your Aussielinx Services.
- 7.6 If there is damage to any Aussielinx equipment you agree to pay for it to be replaced or repaired.
- 7.7 You, and on behalf of anybody else using the Aussielinx Service, agree to the provision of Aussielinx Services under the terms of our Acceptable Usage Policy. To which we reserve the right to amend without prior notice.
- 7.8 If we reasonably believe you have misused the Aussielinx Service, we may take immediate action to suspend your service or terminate the agreement without notice, even if you are not aware of the misuse.
- 7.9 You agree that the Internet is not a secure and confidential method of communication and your use of the Internet to send and receive data is at your own risk.
- 7.10 We are not responsible for any content that may be accessed by using the Internet Service.
- 7.11 You agree that you or another responsible adult will monitor any use of your Internet Service by anyone that is under the age of 18 years.
- 7.12 You agree that we may monitor your use of your Internet Service, without your notice, to ensure that you comply with our Terms and Conditions and our Acceptable Usage Policy.
- 7.13 We reserve the right to investigate any misuse of your Internet Service, in conjunction with any and all relevant law enforcement agencies if required.
- 7.14 You acknowledge that that included web space, which may be made available to you with your Internet Service, is exclusively for non-commercial use and on the Terms and Conditions set out in our Acceptable Usage Policy.
- 7.15 You are responsible for making sure any equipment you use to access the Internet through the Aussielinx Service is protected against viruses, including updates at reasonable intervals.
- 7.16 If the Service gives you content or software licensed by others with their own terms of use, you must keep to these terms when using their products.
- 7.17 You are responsible for properly using any user IDs, personal identification numbers (PINs) and passwords needed for this service.
 - a. You must take all necessary steps to ensure the confidentiality and security of such information.
 - b. You undertake to use such information properly.
 - c. You must not make such information available to unauthorized persons.
 - d. You agree Aussielinx Services may not be resold or on-sold, including but not limited to ISPs, Internet Cafés and Web Hosting Companies.

8. Our Liability

- 8.1 Where we are permitted to limit our liability; our liability for breach of a term, condition or warranty implied into our General Terms and Conditions by law will be limited (at our option) to, in the case of goods:
 - a. Repairing the goods
 - b. Replacing the goods or supplying equivalent goods; or,
 - c. Paying you the cost of that repair, replacement or equivalent supply.
- 8.2 In the case of services:
 - a. Resupplying the services to you; or,
 - b. Paying you the cost of having the service resupplied.

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- 8.3 The limitation and exclusion above does not apply to goods and services which are of a kind which are ordinarily acquired for personal, domestic or household use, or if it would be unconscionable or not fair and not reasonable for us to limit our liability.
 - 8.4 We exclude all terms, conditions and warranties that would otherwise be implied into our General Terms and Conditions, except to the extent that such exclusion is prohibited by law.
 - 8.5 You acknowledge that your Internet Service, including content that you transmit or receive, may be operated or supplied by third parties who are not controlled or authorized by us.
 - 8.6 You acknowledge that we cannot guarantee your Aussielinx Service will be uninterrupted or error free.
 - 8.7 You acknowledge that we cannot guarantee a timeframe for the restoration of your Aussielinx Service in the event of interruption or error.
 - 8.8 We are not liable for any loss or damage you may suffer as a result of using any Aussielinx Service including, but not limited to, the use of the Internet to send or receive data which may contain viruses or other harmful software.

9. Changing These Terms and Conditions

- 9.1 When changes are made to these General Terms and Conditions we will publish the details of all changes online at www.Aussielinx.com.au.
- 9.2 We will personally inform you about any and all price increases or changes to the General Terms and Conditions that we believe is likely to cause you material disadvantage at least one month prior to implementation.
- 9.3 We will let you know about any other price changes or lesser changes to the General Terms and Conditions with your next available bill or an alternative method.
- 9.4 For changes made to meet legal and regulatory requirements, we may not be able to inform you a month prior to implementation but we will endeavour to inform you as soon as we can.

10. Dispute Resolution

- 10.1 We will try to work through any disputes that you may have with us.
- 10.2 If we cannot result any disputes, you may refer the matter to any relevant service that deals with such disputes including the Telecommunications Industry Ombudsman (TIO) or The Office of Fair Trade.

11. Transfer and Succession

- 11.1 Aussielinx may transfer the provision of Services to another entity. In the event of a transfer of services you will be given notice one month prior to implementation.
- 11.2 You accept that the agreement for the Service is personal to you and you agree not to transfer it to anyone else, or try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission.

12. Contact

- 12.1 When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number as provided.
- 12.2 If you need to contact us please use the address on your last bill, e-mail address or phone number we have provided you.

13. Quality of Service and Fault Rectification

- 13.1 We aim to provide a continuous, high-quality service. If something goes wrong, we will work on any problem that is reported to us in line with the level of repair service that you have chosen.
- 13.2 You acknowledge that not all levels of repair service may be available with your service.
- 13.3 We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the Service.
- 13.4 Where possible this work will be undertaken during non-peak times.

14. Fixed Line Telephony Services

- 14.1 Fixed line telephone services include the facility to make or receive a phone call.
- 14.2 Additional features may be included as part of a Plan or chargeable.
- 14.3 Additional features include
 - a. Calling number display
 - b. Calling number display block
 - c. Voicemail
 - d. Caller ID
 - e. Call waiting
 - f. Selective call divert
 - g. Selective call acceptance and rejection
 - h. Call divert
 - i. Itemised local calls
 - j. Three-way calling
 - k. Conference calling
- 14.4 This service includes at least one phone number.
- 14.5 Fixed line numbers will be submitted to the Integrated Public Number Database (IPND) and may be included in directories such as the White Pages.
- 14.6 Call rates are specified on the Plan description and are subject to change without notice.
- 14.7 Fixed line telephone services do not include provision of telephone handset hardware.
- 14.8 The ability to port (transfer) numbers to and from Aussielinx is dependent on factors outside the control of Aussielinx. As such Aussielinx does not guarantee the ability to port phone numbers from and to other providers.

15. Internet Services

- 15.1 Internet services include high-speed network access to the internet, the ability to send and receive email, a user name email address, additional email addresses, web space, helpdesk services and other applications and features as set out in your Plan description.
- 15.2 From time to time, you may find that the actual throughput speeds achieved with the broadband service may be lower than the speeds specified for your Internet Service Plan.
- 15.3 With some broadband plans the Customer's data speed is slowed to a specified speed once the monthly data quota is exceeded until the start of the next billing month.
- 15.4 Data limits/quotas are a sum off both download and upload data.
- 15.5 IP Address(es) remains the property of Aussielinx and the Customer is renting the IP address(es) during the period of their contract only.
- 15.6 On termination of the Customers contract, any IP Address(es) rented from us, will be recovered by us.
- 15.7 Broadband plans provide dynamic or static IP addresses as described in the plan description

16. Television Services

- 16.1 Television Services includes the re-transmission of Free-To-Air channels.
- 16.2 This service is dependent on third party providers and as such we do not guarantee the continuity of service or the content provided.