

Amnet CRA

Customer Relationship Agreement

2015

SECTION A: GENERAL TERMS

1. The Customer Relationship Agreement (CRA)

What is the Customer Relationship Agreement?

1.1. Our Customer Relationship Agreement (CRA) sets out the standard terms and conditions on which We supply our services and products to our customers. Our Customer Relationship Agreement comprises of the following sections:

- (a) Section A - the General Terms which apply to all services and to all customers;
- (b) Section B to F - Service Descriptions which each set out our standard service description for a particular Service and specific terms and conditions which apply to a particular Service (for example, connecting the Service, use and restrictions on use of the Service and customer support); and
- (c) Section G - Pricing Schedule which specifies our rate plans, pricing and charges for each Service, together with specific Service features and warranty information about each Service.
- (d) Section F – Warranty Information

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be the Service Description, the General Terms and the Pricing Schedule, except that clauses 13 and 14 of the General Terms always prevail over all other terms in our CRA.

Certain terms and phrase used in Sections A, and B through F are defined at the end of the relevant Sections.

Where can You obtain the latest version of the CRA?

1.2. A copy of our most current CRA as well as a summary of this CRA is available at our offices and on our website (www.amnet.com.au). If You have a disability that impedes Your ability to read these documents or have difficulty reading or understanding English, You may call our Customer Support for assistance.

Changes to the CRA

- 1.3. In this fast moving industry, We may need to change the CRA from time to time. This may be done without Your agreement if We reasonably consider that a change to any term of our CRA is likely to benefit You or have a neutral impact on You, In this instance, We can make the change immediately and do not need to advise You.
- 1.4. If We make any change to our CRA and You can demonstrate that such a change has detrimental impact on You that is not minor, You may cancel the Service without incurring any Break Fee or other charges (other than those incurred before cancellation), by giving notice to us within 42 days after the date We give You notice under clause 1.3.

Telecommunications Legislation

1.5. Telecommunications legislation permits us to supply telecommunications services to You on the terms and conditions of a "Standard Form of Agreement". Our CRA is our "Standard Form of Agreement". Under the Telecommunications Legislation You and We must comply with our Customer Relationship Agreement unless You and We have agreed differently.

2. Your Application for Service

2.1. Terms and Conditions for each of our products are described within Section B of the CRA.

Making an Application

- 2.2. You may make an Application for supply of the Service to You by:
 - (a) Completing and submitting an online application form located on our website; or
 - (b) Telephone, by asking our customer representative to complete the application form on Your behalf and to read the Material Terms to You.
- 2.3. Subject to our acceptance of Your Application in accordance with clause 2.4, our CRA commences on:
 - (a) if You apply online, the date You submit the application form;
 - (b) if You sign an application form, the date You sign the application form;
 - (c) if You apply by telephone and the Material Terms are read to You, the Material Terms of our CRA commence on the date You accept them and the remaining terms of our CRA will commence on the Service Commencement Date (subject to clause 2.5)
 - (d) In any other case, the date on which You begin using the Service.

Accepting Your Application

- 2.4. When You request us to supply the Service to You, which may be made using an application form provided by us, available from our website, or completed by on-line application on our website, or completed over the telephone with our customer representative ("Application"), We decide whether to accept Your Application and to supply the Service to You based on:
 - (a) the particular terms for that Service;
 - (b) Your eligibility for that Service;
 - (c) the service availability to You;
 - (d) Your meeting our credit requirements;
 - (e) the accuracy of the information provided to us by You; and
 - (f) Your prior conduct or history in respect of any previous supply by us of any goods or services to

You, including Your compliance with the relevant terms and conditions under which We supplied those goods or services.

Telephone Applications

- 2.5. If You have completed an application for service over the telephone with a customer representative in accordance with clause 2.2 and 2.3, You will be bound by these full terms and conditions unless You actively decline by responding to the completion advice sent to You within 7 days from the Service Commencement date. Declining will constitute a Cancellation of Your Service under clause 11.2[r].

Connecting the Service

- 2.6. Under the Telecommunications Legislation We have to try to connect some Services within particular timeframes. For other Services, We will try to connect the Service within a reasonable time.
- 2.7. We decide the route and technical means that We use to provide the Service.
- 2.8. You must reasonably co-operate with us to allow us to connect and supply the Service to You safely and efficiently.

3. Using the Service

Complying with all laws

- 3.1. In using the service, You must comply with all laws and all directions by a Regulatory Authority, and reasonable directions by us.
- 3.2. You must not use, or attempt to use, the Service:
- (a) to commit an offence or to infringe another person's rights;
 - (b) in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because You have inadequate capacity);
 - (c) in any way which makes it unsafe or which may damage any property or injure or kill any person;
 - (d) in an excessive or unusual way;
 - (e) to transmit, publish or communicate any material which is defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited; or
 - (f) for illegal purposes or practices,
- or otherwise misuse the Service, or allow anybody else to do so.

Your Responsibility

- 3.3. You are responsible for and must pay for any use of the Service, whether You authorise it or not, and You will continue to be liable for all charges relating to any use of the Service if You allow another person to occupy the Premises or use the Service. Also, if You do not disconnect the Service when You leave the Premises or transfer legal responsibility

for the Service in accordance with clause 16.1, You must pay for any use of the Service by later occupants or others. Any person who uses the Service, or allows someone else to use it, after You have vacated the Premises, is jointly and individually liable with You for any charges relating to that use.

Interception

- 3.4. You acknowledge that We may be required to intercept communications over the Service and may (but are not obligated to) monitor Your usage of the Service and communications sent over it for the purposes of ensuring Your compliance with our CRA and our compliance with the law, and with any request or direction of a Regulatory Authority, an emergency services organisation or other competent authority. In this regard the terms of our privacy policy are also enforced. The privacy policy is located on our website for Your reference.

4. Equipment

Our Equipment

- 4.1. In order to use the Service, We may provide to You equipment or cabling which We or our suppliers own or lease ("Our Equipment").
- 4.2. Where We provide Our Equipment to You in connection with the Service:
- (a) ownership or title in Our Equipment is not transferred to You;
 - (b) risk in Our Equipment passes to You on delivery;
 - (c) You must comply with our reasonable directions relating to our rights of ownership of Our Equipment;
 - (d) You must only use Our Equipment in accordance with the manufacturer's specifications and our written directions;
 - (e) You are responsible for Our Equipment and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or for fair wear and tear;
 - (f) You must not part with possession of Our Equipment
 - (g) You must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
 - (h) You must ensure that Our Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
 - (i) You must ensure that You have all necessary consents and approvals (including landlord approval where applicable) necessary or

desirable for us to deliver, install and maintain Our Equipment at the premises; and

- (j) You must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

Your Equipment

- 4.3. You must ensure that all equipment you use in connection with the Service, other than Our Equipment ("Your Equipment") complies with all laws and relevant technical standards issued by a Regulatory Authority and all reasonable directions by us, including making any changes to Your Equipment to avoid any danger or interference it may cause.

Disconnection of Your Equipment

- 4.4. If you do not comply with any of your obligations under clause 4.3, We may disconnect Your Equipment from the Service or require you to do so. We will try to give you reasonable notice before disconnection but may do so immediately disconnect your Service in an emergency.

5. Quality and Maintenance

- 5.1. Subject to Consumer Guarantees, We aim to provide, but do not guarantee, continuous fault free services.

Customer Support

- 5.2. The relevant Service Description sets out our maintenance commitments that apply to the Service. Generally, We provide Customer Support between the hours of 7am-9pm Monday to Friday (Western Standard Time), and 8am-8pm Saturday, Sunday and on Public Holidays (Western Standard Time). Calls outside these hours are generally diverted to a messaging service for action during our normal operating hours, or escalation for some Service types.

Various special support lines may have varying hours of support coverage. You acknowledge that any calls You make to our Customer Support Centre may be monitored or recorded for quality and/or training purposes and You consent to us monitoring or recording such calls.

If You experience any fault with the Service, You may report that fault to us by telephoning or by sending an email to us. Particular timeframes for repairing faults in our Phone Service may be set out in the Customer Service Guarantee.

Maintenance

- 5.3. We may conduct maintenance on any of our Network, equipment or facilities. We will try to conduct scheduled maintenance outside normal business hours but may not always be able to do so. We may also suspend the supply of the Service in accordance with clause 11.2.

Faults caused by You, Your Equipment or other Suppliers

- 5.4. Before reporting a fault to us, You must take reasonable steps to ensure that the fault is not a fault in any of Your Equipment. We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by another Supplier's Network or by Your Equipment.
- 5.5. If You report a fault in the Service and ask us to come to the Premises to repair it and, once at the Premises, We determine that the Service is not faulty or the fault is associated with Your Equipment rather than the Service, We may charge You an incorrect call-out fee and, if You request us to repair Your Equipment, our reasonable charges for such repair. We will advise You of the incorrect call-out fee before We attend the Premises.
- 5.6. We can charge You for repairing a fault if it is caused by something You do (or do not do), or by something some else using the Service does (or does not do), intentionally, recklessly or negligently.

Maintenance of Your Equipment

- 5.7. You are responsible for the proper functioning and security of Your Equipment. You must maintain and repair all of Your Equipment used in connection with the Service.

6. Charges

Pricing Schedule

- 6.1. The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clause 6.5) and any additional charges are set out in Your Application.
- 6.2. You must pay all charges for the Service in accordance with any applicable provisions of the Service Description and the Pricing Schedule. Charges for the Service accrue from no later than the Service Commencement Date.
- 6.3. We may charge You an additional amount to service, modify, repair, or replace the Service or any equipment You use in connection with the Service, as a result of:
 - (a) a breach of our CRA by You;
 - (b) a negligent or fraudulent act or omission by You or by any of Your employees, agents or contractors;
 - (c) a failure of any of Your Equipment; or
 - (d) a failure or fluctuation in electrical power supply, including where caused by an electrical storm.
- 6.4. In order to provide some services to You, We enter into arrangements with other Suppliers. You acknowledge that our charges to You for the Service may vary as a result of a variation of a Supplier's

charges to us, or may pass on any additional charges a Supplier charges to us. We will give You reasonable notice of any proposed increase in charges or additional charges and You may cancel the Service without incurring any Break Fee or other charges (other than those incurred by You before cancellation), by giving notice to us within 42 days after the date We give You notice of the proposed variation.

Special Offers

6.5. From time to time We may offer promotional offers (**Special Offers**) in connection with the Service. These Special Offers may be notified in a general advertisement or specifically offered to You and may be subject to certain conditions, including:

- (a) a variation by us of the price or the terms of supply (including any Contract Term); or
- (b) a requirement that You acquire all relevant services for a minimum Contract Term and pay a Break Fee if You cancel the service before the end of that Minimum Contract Term.

Billing and Payment

6.6. We may bill You:

- (a) for recurring or fixed charges, in advance;
- (b) for variable charges, in arrears (for example, excess traffic usage charges);
- (c) for installation or set-up charges, before installation;
- (d) for any equipment You purchase from us, on or after delivery;
- (e) for any other charges set out in Your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description; and
- (f) using another invoice in the same month for billing alignment purposes where applicable.

6.7. We will bill You in accordance with the billing period described in the Service Description or the Pricing Schedule. We can also issue an interim bill in some circumstances where it is appropriate to do so.

6.8. Bills will be calculated by reference to data recorded, logged or received by us and our Suppliers and You acknowledge that in calculating charges We need only look at that data as recorded, logged or received by us or our Suppliers.

6.9. We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods, but We will not bill You for charges older than 160 days from the date the charge was incurred by You.

6.10. We may reissue any bill if any error is subsequently discovered. If You have overpaid as a result of a billing error, Your account will be credited with the overpayment or, if You have stopped acquiring the Service from us, We will refund the overpayment promptly after Your request and after deduction of any other amounts due by You to us or a Related Amnet Entity.

6.11. You must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.

Late or Dishonored Payments

6.12. If You do not pay a bill:

- (a) by its due date, then We may charge You a late fee equal to 3% per annum calculated on the daily balance of the unpaid amount from the due date until the date of payment in full; and
- (b) in addition, You must pay our reasonable expenses and costs in recovering payment from You. We can also suspend or cancel the Service in accordance with clause 11.2.

6.13. If You pay a bill by direct debit and there are insufficient funds in the account You may be required to pay an additional administration fee.

7. Billing Disputes

7.1. If You wish to dispute a charge in a bill You must follow the complaint handling process as described on our Website at: <http://amnet.com.au/legal/complaint-handling-policy>.

7.2. If You raise what We reasonably consider to be a genuine billing complaint before the due date on the bill:

- (a) Your obligation to pay the disputed charge may be suspended pending our investigation and resolution of the dispute; and
- (b) You must pay all non-disputed amounts in the bill.

8. GST

8.1. If GST is imposed on any supply We make to You under our CRA and the charges, or other consideration, payable for the supply are not expressed to be inclusive of GST, You must pay to us an additional amount calculated by multiplying the value of that GST- exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to You for any supply on which GST is imposed. This clause applies if You ordinarily reside in a State or Territory within Australia.

8.2. Where We become liable for any penalties or interest as a result of the late payment of GST due to Your failure to comply with the terms of our CRA or Your obligations under any applicable law, then You must pay to us an additional amount equal to those penalties and interest.

9. Personal Information

- 9.1. We may collect Personal information about You and in accordance with our privacy policy for the purposes set out in clause 9.3 from:
- (a) You directly, when You provide information by phone or in application forms, or when You submit Your personal details through our web sites;
 - (b) our employees, agents, contractors, or Suppliers;
 - (c) a related Amnet entity;
 - (d) a credit reporting agency, credit provider or fraud-checking agency;
 - (e) Your representatives;
 - (f) other telecommunication and information service providers; and
 - (g) publicly available sources of information.

Disclosure of Your Personal Information

- 9.2. We may disclose Personal Information about You for the purposes set out in clause 9.3 to:
- (a) our employees, agents or contractors;
 - (b) a Related Amnet Entity;
 - (c) Suppliers who need access to the Personal Information to provide us with services to enable us to supply the Service to You;
 - (d) a credit reporting agency, credit provider or fraud-checking agency;
 - (e) our professional advisers, including our accountants, auditors and lawyers;
 - (f) Your authorised representatives or Your legal advisers (for example, when requested by You to do so);
 - (g) Government and Regulatory Authorities and other organisations, as required or authorised by law (for example, to the operator of the Integrated Public Number Database (IPND), which supplies information for telephone directories and to law enforcement agencies for purposes relating to the enforcement of criminal and other laws; or
 - (h) other telecommunications and information service providers.

Use of Your Personal Information

- 9.3. We may collect, use and disclose Personal Information about You for the purposes of:
- (a) verifying Your identity;
 - (b) assisting You to subscribe to our services and the services of Amnet Related Entities;
 - (c) providing the services You require from us and from Amnet Related Entities;
 - (d) administering and managing those services, including billing, account management and debt collection;
 - (e) conducting appropriate checks for credit-worthiness and for fraud;

- (f) determining whether to provide to You or to cease or limit the provision to You of personal or commercial credit and the ongoing credit management of Your account;
- (g) researching and developing our services;
- (h) business planning; or
- (i) promoting and marketing our services, products and Special Offers to You and the products and services of Related Amnet Entities.

Access to Personal Information

- 9.4. If You are a natural person (i.e. an individual), You are entitled to access Your Personal Information held by us, unless We are permitted or required by law to refuse such access.

Failure to supply Personal Information

- 9.5. If You choose not to provide all or part of the Personal Information We request, We may not be able to provide You with the Services requested by You, or We may refuse to provide, or limit the provision to You of, any Service or personal or commercial credit requested by You.
- 9.6. By providing Personal Information to us and acquiring the Service, You acknowledge and consent to the collection, use and disclosure of Your Personal Information as set out in this clause, and in accordance with our privacy policy. A copy of our privacy policy is available at our offices or on our website.

10. Variations to the Service

Variations requested by You

- 10.1. If You request a variation to the Service and We, in our discretion, make that variation, then:
- (a) different charges may apply to the varied service in accordance with the pricing schedule; and
 - (b) a plan change fee may apply to the varied service as notified to You by us and as set in our pricing schedule.
- 10.2. You acknowledge that if the Service is downgraded at Your request:
- (a) We will suffer loss in connection with the cost of Network components no longer required to supply the Service after the Downgrade; and
 - (b) a Downgrade Charge represents a genuine pre-estimate of the administrative costs We will incur as a result of the Downgrade and is not a penalty.

Variations made by us

10.3. We may at any time vary the Service if reasonably required for technical, operational or commercial reasons. Any variation will be undertaken in accordance with the process described in clauses 1.3 to 1.4.

11. Cancelling or Suspending the Service

Cancellation or suspension by us

11.1. We may, without liability, cancel the Service:

- (a) if there is no Contract Term specified in Your Application or the Service Description, at any time by giving 30 days' notice to You;
- (b) if a Contract Term is specified in Your Application or the Service Description, at any time after the end of the Contract Term by giving 30 days' notice to You; or
- (c) if We reasonably determine that it is not technically or operationally feasible to supply the Service to You, at any time prior to the Service Commencement Date by giving You notice.

11.2. We may, without liability, immediately cancel, suspend or restrict the supply of the Service to You if:

- (a) You fail to pay any amount owing to us by the due date and You fail to pay that amount within 7 days after We give You notice requiring payment of that amount, except that We may not give You such notice in respect of an amount which is validly disputed in accordance with clause 7 until after We have completed the investigations referred to in clause 7);
- (b) You breach a material term (other than a breach which separately gives rise to rights under this clause 11.2) and that breach is not capable of remedy;
- (c) You breach a material term (other than a breach which separately gives rise to rights under this clause 11.2) and, subsequently do not remedy this breach within 14 days;
- (d) You become bankrupt or Insolvent or appear likely to do so and We reasonably believe that it is unlikely that We will receive or retain amounts due and payable by You under our CRA;
- (e) You vacate the Premises or You die, or in the case of partnership, on dissolution or on the filing of an application to dissolve the partnership and We reasonably believe that it is unlikely that We will receive or retain amounts due and payable by You under our CRA;
- (f) a supplier terminates its agreement with us, or ceases to supply services to us, and We are not able to provide the service using an alternative supplier on terms acceptable to us;
- (g) there is an emergency;
- (h) doing so is necessary to maintain, repair or restore any part of our Network or a Suppliers Network used to supply the Service, or for other operational reasons;

- (i) You breach clause 3.1, 3.2 or clause 4.3 or Your obligations relating to the use of the Service under the Service Description, or otherwise misuse the Service;
- (j) We reasonably suspect fraud or other illegal conduct by You or any other person in connection with the Service;
- (k) We are required by law or in order to comply with an order, direction or request of a Regulatory Authority, an emergency services organisation or any other authority;
- (l) the ACCC issues us with a Competition Notice in respect of the Service or We anticipate that it may do so;
- (m) providing the Service to You may be illegal or We anticipate that it may become illegal;
- (n) a Force Majeure Event prevents the supply of the Service in accordance with our CRA for more than 14 days;
- (o) We reasonably believe a threat or risk exists to the security of the Service or the integrity of our Network or a Supplier's Network;
- (p) We are allowed to under another provision of our CRA;
- (q) We reasonably consider You a credit risk. We consider that You are a credit risk when there is some doubt as to Your ability to pay by the due date based on factors such as previous payment history and payment behaviour (eg late payments, dishonoured payments or failure to pay), any previous advice from You about a potential inability or unwillingness to pay, where Your usage is inconsistently high when compared with previous usage patterns or pending bankruptcy or insolvency;
- (r) You have applied for Your Service over the telephone with a customer representative and decline the Service within 7 days from Service Commencement.

11.3. If We suspend the Service under clause 11.2, then We may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

Notice

11.4. Before exercising any of our rights under clause 11.2:

- (a) We will try to give You reasonable notice in any of the circumstances referred to in clauses 11.2(b), 11.2(d) to 11.2(f), 11.2(h) or 11.2(k) to 11.2(o).
- (b) We will give You at least 5 working days' notice in the event of clause 11.2(q).
- (c) We may be able to give You notice in the event of an emergency;
- (d) We will not be required to give You notice if We exercise our rights by reason of the

circumstances referred to in our clauses 11.2(i), 11.2(j) or 11.2(o).

Cancellation or suspension by You

11.5. You may cancel the Service without liability:

- (a) if there is no Contract Term specified in the Service Description or Your Application, at any time by giving us notice in accordance with clause 11.8;
- (b) if a Contract Term is specified in the Service Description or Your Application, at any time after the end of the Contract Term by giving us notice in accordance with clause 11.8;
- (c) at any time by giving us notice in accordance with clause 11.8 if We breach a material term of our CRA and that breach is not capable of remedy; or
- (d) immediately if We breach a material term of our CRA and that breach is capable of remedy but We fail to remedy that breach within 14 days after You give us notice requiring us to do so.

11.6. You may cancel the Service before the end of the Contract Term by giving written notice to us but You may be required to pay a Break Fee in accordance with clause 12.3(b).

11.7. You may ask us to suspend the Service by giving notice to us. We will try to do so within a reasonable period if it is a Service for which suspension is an option. ADSL services cannot be suspended.

11.8. If you request cancellation of the Service before or after the end of the Contract Term, you must:

- (a) do so in writing, either via email or by completing a service cancellation form which is available upon request; and
- (b) provide 30 days notice and pay any outstanding charges up to and including the 30 day notice period.

12. Consequences of Suspension and Cancellation

Consequences of suspension

12.1. If the Service is suspended in accordance with our CRA, then You will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended:

- (a) by reason of the circumstances referred to in clauses 11.2(a) to 11.2(e), 11.2(h) to 11.2(j), 11.2(o) or 11.2(q); or
- (b) for an insignificant period as a result of the circumstances referred to in clause 11.2(g),

You must pay all charges (other than usage based charges) arising before, during and after suspension in accordance with our CRA.

12.2. If We reconnect a Service that has been cancelled, You may have to pay us a reconnection charge. You will not be required to pay a reconnection charge if the Service was cancelled pursuant to clauses 11.2(f) to 11.2(h), 11.2(k) to 11.2(p) or clause 11.5(c) or due to our fault or negligence.

Consequences of cancellation

12.3. If the Service is cancelled in accordance with our CRA (other than in accordance with clauses 11.2(c), 11.2(f) to 11.2(h), 11.2(k) to 11.2(p) or clauses 11.5(b) or 11.5(c):

- (a) before the Service Commencement Date, We can charge You any costs incurred by us in preparing to provide it to You; and
- (b) during the Contract Term, then You must pay to us the Break Fee.

12.4. You acknowledge and agree that if the Service is cancelled before the end of Contract Term:

- (a) We will suffer loss in connection with the cost of Network components no longer required to supply the Service after the cancellation; and
- (b) the Break Fee represents a genuine administrative cost We will incur as a result of early cancellation and it is not a penalty.

12.5. If the Service is cancelled You still have to pay all charges incurred before cancellation. We will refund any overpayment on Your account and any money that You have paid in advance for the cancelled Service on a pro-rata basis to You. However, We can deduct from Your refund any amount that You owe to us, such as charges You have incurred before cancellation or any applicable Break Fee.

12.6. In the event that there is credit remaining on Your account at the time of cancellation, You will receive the credit via Your listed credit card without being charged the Handling Fee. We reserve the right to charge any associated merchant fees, as they are a reflection of the costs incurred by us to prepare the refund for You. If a cheque or other method of refund is required a Handling Fee is payable by You

12.7. On cancellation of the Service for any reason:

- (a) You will, at Your cost (but not at Your cost if the Service is cancelled for any of the reasons in clauses 11.2(c), 11.2(f) to 11.2(h), 11.2(k) to 11.2(p) or clauses 11.5(b) or 11.5(c), immediately stop using and return to us, or allow us to remove, any of Our Equipment, equipment You have purchased but not fully paid for, or other material of ours (including any software) on the Premises or in Your possession or control;
- (b) unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected;
- (c) You must immediately stop using the Service; and
- (d) the parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 4 (Equipment), clause 6 (Billing and Payment), clause 7 (Billing Disputes), clause 8 (GST), clause 9 (Personal Information), this clause 12 (Consequences of Suspension and Cancellation), clause 13 (Our

liability to You), clause 14 (Your Liability to Us), clause 16 (Assignment and Subcontracting) and clause 17 (General).

13. Our Liability to You

Personal injury and death

13.1. We accept liability for any loss, cost, liability or damage incurred by You (but excluding Consequential Loss) arising from personal injury or death to You or Your Personnel to the extent it is caused or contributed to by our negligence in connection with our CRA.

Property damage

13.2. We accept liability for our negligence in relation to supplying the Service if it causes damage to Your property or equipment but only by repairing or replacing the property or paying You the cost of doing so.

Interruption to the service

13.3. We accept liability to You for Interruptions to the Service which are a result of our fault or negligence, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonably foreseeable loss incurred.

Quality of service

13.4. The Australian Consumer Law implies terms into contracts for the supply of goods or services that cannot be excluded (eg, there are Consumer Guarantees that We will provide services to You with due care and skill, and that goods We supply to You will be of acceptable quality). We agree to provide Services to You subject only to the terms, conditions and warranties contained in this CRA and the Consumer Guarantees.

Customer Service Guarantee

13.5. Except where otherwise set out in this CRA, You may also have certain rights and remedies under the Customer Service Guarantee, which establishes minimum connection and fault repair times and entitles You to specified amounts of damages if they are breached. We accept liability to You in accordance with, and subject to, the Customer Service Guarantee.

Suspending the service

13.6. Except for any liability which is expressly accepted by us under this clause 13 and any liability We have under the Australian Consumer Law, We exclude any liability to You (whether based in contract, tort (including negligence), statute or otherwise) for suspending the Service where We do so in accordance with our CRA

Contributory Loss

13.7. Our liability for any loss, cost, liability or damage suffered or incurred by You under or in connection with our CRA or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that Your acts or omissions or Your equipment (or the acts, omissions or equipment of a third person, including a Supplier) cause or contribute to that loss, cost, liability or damage.

Consequential Loss

13.8. We exclude any liability to You for any Consequential Loss suffered or incurred by You, except to the extent that You are entitled to recover Your reasonably foreseeable loss under the Australian Consumer Law.

Force Majeure Event

13.9. We are not liable for failing to comply with any of our obligations under our CRA if a Force Majeure Event occurs which prevents us from performing those obligations.

14. Your Liability to Us

Joint Customers

14.1. If You and one or more others are the customer for a Service, each of You is jointly and individually responsible for all charges and other obligations relating to that Service.

14.2. You indemnify us against (and must pay us for) any loss, damage, cost or liability (including reasonable legal costs) We suffer or incur relating to:

- (a) the use (or attempted use) of the Service; or
- (b) equipment used in connection with the Service.

15. Public Addressing Identifiers

15.1. The Service may use identifiers such as an IP address or domain name ("Public Addressing Identifiers"). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.

15.2. You acknowledge and agree that:

- (a) We do not control the allocation of Public Addressing Identifiers;
- (b) We are not liable to You if We are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
- (c) on cancellation of the Service, Your right to use a Public Addressing Identifier may cease.

16. Assignment and Subcontracting

- 16.1. You can assign or transfer legal responsibility for the Service if You obtain our prior written consent.
- 16.2. To the extent they are assignable, We may at any time assign:
- (a) our rights under our CRA to any person;
 - (b) assign our obligations under our CRA to a Related Amnet Entity that is able to perform those obligations and, if that Related Amnet Entity undertakes to perform those obligations, We will be released from any further performance with effect from the date of transfer.
- 16.3. We may perform any of our obligations under our CRA by arranging for them to be performed by another person, including a Supplier or a Related Amnet Entity.

17. General

Confidentiality

- 17.1. You and We each agree to keep confidential the other's Confidential Information. You and We will not use or disclose the other's Confidential Information for any purpose other than:
- (a) to the extent necessary to perform obligations or exercise rights under our CRA;
 - (b) to the extent disclosure is required by law or the listing rules of a stock exchange or a direction by a Regulatory Authority; or
 - (c) to professional advisors in connection with our CRA.
- 17.2. For clarity, We may refer to You as a customer of ours in our press releases, or in our marketing sales or financial material or reports.

Notice

- 17.3. A notice, approval or consent to be issued under the CRA must be in writing, except for variations by us, for which notice can be given in accordance with the Telecommunications Act. In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:
- (a) if left at the address of the addressee, at the time it was left;
 - (b) if sent by ordinary post, on the third day after posting;
 - (c) if sent by express post, on the next day;
 - (d) if sent by facsimile, at the time when the machine on which the notice is sent, reports in writing that the notice has been transmitted satisfactorily; and
 - (e) if sent by electronic communication (e.g. e-mail), at the time when the notice is sent from the machine and the sender receives no notification of any failure of the notice being delivered within a reasonable time.

Waiver

- 17.4. If We have a right arising out of a breach by You of our CRA and We do not exercise that right, We do not waive that right, unless We do so in writing signed by us, or our right to insist

on performance of that or any other obligation at any other time.

Severance

- 17.5. If a provision of CRA is void, voidable or unenforceable, it will be severed and the remainder of our CRA will not be affected.

Governing Law

- 17.6. Our CRA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which You ordinarily reside. You and We agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

18. Definition and Interpretation

- 18.1. In our CRA:

Application has the meaning set out in clause 2.4.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010.

Break Fee means the relevant cancellation fee or termination charge (if any) calculated in accordance with the Pricing Schedule, a Service Description, Critical Information Summary or any appendix to the Service Description.

Confidential Information means of a person means all information of that person ("Owner") of a confidential nature, which another person ("Recipient") first becomes aware, whether before or after the date of the original Application, either through disclosure by the Owner to the Recipient or otherwise through the Recipient's involvement with the Owner. Confidential Information does not include information:

- (a) the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information;
- (b) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any person to whom it has disclosed the information); or
- (c) obtained without restriction as to further disclosure from a source other than the Owner through no breach of confidentiality by that source. In respect of us, "Owner" and "Recipient" includes us and each Related Amnet Entity.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages; and any penalties or fines imposed by a Regulatory Authority.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contract Term means the minimum contract term specified in Your Application, which commences on the Service Commencement Date, or, if no contract term is specified in the Application or our CRA, then there will be no minimum contract term.

Credit Information means:

- (a) personal identifying particulars including Your name, gender, current address (and Your previous two addresses), date of birth, telephone number, mobile number, banking details, credit card details, name of employer and driver's license number.
- (b) Your application for credit or commercial credit – the fact that You have applied for credit and the amount;
- (c) the fact that We are a current credit provider to You and any credit limit on Your account;
- (d) payments which are overdue by more than 60 days and/or for which debt collection action has started;
- (e) advice that Your payments are no longer overdue in respect of any default that has been listed;
- (f) the fact that, in our opinion, You have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with Your credit obligations);
- (g) information about any payments, including cheques, credit cards and direct debits, which have been dishonoured;
- (h) court judgments or bankruptcy orders made against You; and
- (i) the fact that We have ceased providing the Service to You (and the timing of that cessation of service).

Credit Rating means information about Your credit worthiness, credit standing, credit history or credit capacity that credit providers may give to each other under the Privacy Act 1998 (Cth).

Customer Service Guarantee means any performance standards issued under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Downgrade means a variation to the Service which reduces the capacity, use or utility of that Service and results in a reduction in the Regular Fees payable for the Service.

Downgrade Charge means the relevant downgrade charge (if any) specified in the Service Description.

Excluded Event means:

- (a) a breach of our CRA by You
- (b) a Force Majeure Event
- (c) a negligent or fraudulent act or omission of You or any of Your employees, agents or contractors; or
- (d) a failure of any of Your Equipment.

Force Majeure Event means any event outside that person's reasonable control, and includes a failure or fluctuation in any electrical power supply, failure of airconditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under

its control), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party (including any Regulatory Authority or Supplier).

Handling Fee means a fee incurred by us to provide You with a refund.

Insolvent includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to You, You entering into any scheme of arrangement with Your creditors, a mortgagee entering into possession or disposing of the whole or any part of Your assets or business.

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Material Terms means those terms and conditions We provided to You and/or read out to You over the telephone.

Network means a telecommunications network, equipment, facilities or cabling.

Personal Information means information or opinion about You from which Your identity is apparent or can reasonably be ascertained and includes Your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, occupation, driver's licence number and Your Credit Information and Credit Rating.

Regulatory Authority means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, Communications Alliance Ltd, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Related Amnet Entity means an entity that is related to Amnet Broadband Pty Ltd (ABN 38 092 472 350), in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

Service means the service requested by You in Your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (including equipment) and ancillary services provided to You by us in connection with that service.

Service Commencement Date means the date on which We notify You that the Service is ready for use.

Service Description means our standard service description describing the Service and setting out specific terms and conditions for the Service and set out in Section B of our CRA.

Special Offer has the meaning set out in clause 6.5.

Supplier means any supplier of goods or services (including interconnection services) which may be used directly or indirectly by us to supply the Service.

Telecommunications Act means the Telecommunications Act 1997.

Telecommunications Legislation means the Telecommunications Act 1997, the Telecommunication (Consumer Protection and Service Standards) Act 1999 (Cth) and Part XIB, Part XIC and related provisions of the Competition and Consumer Act 2010, each as amended or replaced from time to time.

Our Equipment has the meaning set out in clause 4.1

Your Equipment has the meaning set out in clause 4.3.

You means the customer who makes the Application and where two or more persons have applied, means those persons individually and every two or more of them jointly (and Your will have a corresponding meaning).

We, us means, Amnet Broadband Pty Ltd (ABN 38 092 472 350), or any Related Amnet Entity which supplies the Service to You (and our will have a corresponding meaning).

18.2. Unless the context otherwise requires:

- (a) undefined words and expressions have the same meaning as in the Telecommunications Legislation.
- (b) the expressions "We", "us", "our", "You" or "Your" will include their respective successors and permitted assigns and novatees.
- (c) a reference to a person includes a reference to a person, firm, corporation or other legal entity.
- (d) a term which is defined in any part of our CRA has the same meaning in every other part of our CRA.
- (e) the singular includes the plural and vice versa.
- (f) different grammatical forms of the same word have the corresponding meaning.
- (g) a reference to a clause is to a clause in the General Terms, unless otherwise stated.
- (h) examples or words of inclusion are illustrative only and do not limit the generality of the relevant subject.
- (i) a "reasonable" notice period means a period which is reasonable in the circumstances taking into account technical, operational and commercial issues.

SECTION B: ADSL SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in paragraph 13 of this Service Description.

1. About Section B: ADSL Service Description

Our Customer Relationship Agreement

- 1.1. This is the ADSL Service Description of our CRA under which We supply Internet access services to You.
- 1.2. The General Terms set out in Section A also apply.

ADSL Service options

- 1.3. The ADSL Service comprises all of the Broadband Internet Pricing Plans and other products within the ADSL Service range. The ADSL Service features for all current ADSL Service options are described in the Pricing Schedule. Some ADSL Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as Grandfathered or Legacy products, services or plans.

2. The ADSL Service

What is the ADSL Service?

- 2.1. The ADSL Service is a Broadband Internet Access Service that provides access to the internet and related services, such as email and the world wide web, by means of Asymmetric Digital Subscriber Line (**ADSL**) technology. You may also have selected in Your Application features and characteristics applicable to the ADSL Service. We will provide the ADSL Service to You based on those selections.
- 2.2. In order to receive the ADSL Service:
 - (a) You must meet all of our System Requirements; and
 - (b) You must install, or arrange for installation of all the Required Equipment.
- 2.3. The ADSL Service is only available in locations which are ADSL enabled. Your ADSL Phone Line is subject to a Full Service Qualification as not all telephone lines are compatible with ADSL.
- 2.4. The ADSL Service can only be supplied using a telephone line that is able to be connected to Telstra's copper network.
- 2.5. You acknowledge that:
 - (a) You may not be able to receive the ADSL Service at Your location;
 - (b) We do not provide technical support for ADSL Services using the ADSL Modem under the following conditions:
 - i. running internal networks connected to the ADSL Service past the first PC;

- ii. running network services or providing network services to others via the ADSL Service;
 - iii. running connectivity software other than that provided with the ADSL Modem;
 - iv. Macintosh operating systems below v10.5; or
 - v. Microsoft Windows operating systems below Windows XP SP2;
- (c) the ADSL Modem only supports a single computer connected to that modem or router;
 - (d) We do not guarantee that the Modem Software or other Software will be compatible with any network of machines You may have after the ADSL Modem;
 - (e) We do not guarantee internet access through wireless access, or the compatibility of a wireless device or connection with yYour Equipment and/or network structure;
 - (f) Some telecommunication services and products are not compatible with the ADSL Service and may not be available to You following installation of the ADSL Service. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and any other analogue devices;
 - (g) We do not guarantee that Your connection to the Internet will achieve the theoretical maximum connection speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
 - (h) We do not guarantee the availability of ports or access to our DSLAM Network;
 - (i) We will use due care and skill in providing the ADSL Service in accordance with the Consumer Guarantees. However, given the nature of telecommunications systems (including the ADSL Service's reliance on systems and services not owned or controlled by us), We cannot promise that the ADSL Service will be continuous, fault-free or accessible at all times. This does not limit Your right to obtain a refund or a rebate in some circumstances, as set out in clause 13.3 of the General Terms.
 - (j) We will endeavor to use the fast transfer process whenever possible to facilitate the transfer in and out of the service; however, We do not guarantee access to fast churn and it should not be relied upon as a term of the ADSL Service.

- 2.6. The following restrictions apply to the use of the ADSL Service:
- (a) You must be the legal lessee (account holder) of the ADSL Phone Line or, if You are not the legal lessee of the ADSL Phone Line used to connect to the Service, You have obtained the legal lessee's permission to connect the ADSL Service;
 - (b) You must be over 18 years of age to apply for the ADSL 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 ADSL Service, and We are not responsible for any Internet content that may be viewed while using the ADSL Service.
- 2.7. The use of the Voiced Service counts as internet data use on the internet access you are using and may incur charges associated with usage of that access.

Contract Term

- 2.8. We will provide, and You must acquire the ADSL Service, in accordance with our CRA for the Contract Term. After the end of the Contract Term, We will continue to provide, and You must continue to acquire the ADSL Service until it is cancelled in accordance with our CRA.

3. Installing the ADSL Service

Self-Installation

- 3.1. We will activate the ADSL Service by preparing the telephone circuits on Your ADSL Phone Line and will notify You of ADSL Line Completion via the email address provided on Your Application or via SMS to the mobile number provided on Your Application.
- 3.2. We will deliver the hardware and/or other equipment within a reasonable time after ADSL line Completion.
- 3.3. You acknowledge that We may activate the ADSL Service on Your ADSL Phone Line before delivering the hardware or equipment and that there may be a minor disruption to Your standard telephone service during installation and activation of the ADSL Service.
- 3.4. You will install the ADSL Service 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 ADSL Service to the Premises (eg electrician or licensed cabler).
- 3.5. If You notify us that Your Hardware and/or equipment contains faulty components, You must give us sufficient information to assess the kit components (including allowing us to test Your PC to evaluate its 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 Hardware and/or equipment supplied by us is faulty, within warranty and needs to be returned, You may be shipped a replacement modem. If the faulty modem is not returned to us, with all cables and components and original packaging within 21 days of You receiving the replacement modem, You may be charged the full price of the new unit that We shipped to You.

4. Equipment

- 4.1. We will provide You with the Required Equipment You order from us in Your Application. This equipment may be new or 'as new'. All risk in and title to this Required Equipment passes to You on delivery.
- 4.2. 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 ADSL Service to You. If You choose to supply some or all of the Required Equipment Yourself for use with the ADSL Service:
 - (a) any such equipment, including ADSL modem and filters, must meet the requirements specified (if any) in the "Broadband" section of our Support web page located at www.amnet.com.au; and
 - (b) the operation of the Required Equipment and any repairs to it will be Your responsibility.

5. Telephony Devices

- 5.1. Where a telephony device (such as a standard telephone, fax machine, answering machine, or dialup analogue modem) is attached to Your ADSL Phone Line, You acknowledge that, in order to receive the ADSL Service:
 - (a) a filter is required on each telephony device; and
 - (b) a central splitter must be installed on Your ADSL Phone Line if:
 - i. a monitored security system (back-to-base) dials out on Your ADSL Phone Line;
 - ii. more than three telephony devices are connected to Your ADSL Phone Line;
 - iii. a wall mounted telephone is connected to Your ADSL Phone Line; or
 - iv. a mode 3 phone socket is connected to Your ADSL Phone Line.
- 5.2. You must install any required central splitter hardware at Your own cost and You will be responsible for the cost of any third party services that You may require in connection with such installation.
- 5.3. 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.
- 5.4. You acknowledge that failure to install, or to correctly install, the filter or central splitter can result in the ADSL Service being interrupted and/or

the ADSL Service interfering with the operation of monitored security systems or telephony devices.

6. Service Charges and Billing

Service Charges

- 6.1. You must pay the charges for the ADSL Service set out in the Pricing Schedule and any other charges set out in Your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 6.2. The charges for the ADSL Service will depend on the ADSL Service option and features and characteristics for each ADSL Service option selected by You in Your Application.

Billing

- 6.3. We will bill You for the charges for the ADSL Service in accordance with the billing period set out in the Pricing Schedule and selected by You.
- 6.4. In the first and last months of the Contract Term, We will only bill You for usage charges incurred by You during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 6.5. Some ADSL Pricing Plans have a Monthly Usage Allowance. If this applies to Your selected ADSL Pricing Plan and You exceed the Monthly Usage Allowance We may:
 - (a) 'Shape' (ie slow down) Your connection to 256Kbps download and upload speed;
 - (b) bill You for Excess Usage Charges for Your Excess Usage; or
 - (c) The type of limit applied in these circumstances will be outlined in the Pricing Schedule for Your plan.
- 6.6. Your bill will be electronically mailed to the email address provided by You to us from time to time.

Commencement of charges

- 6.7. Service charges will accrue from:
 - (a) the date of ADSL Line Completion, where We provide You with the Hardware and/or equipment;
 - (b) the date of ADSL Line Completion, where We have made a first delivery attempt to provide You with the Hardware and/or equipment; or
 - (c) the date of ADSL Line Completion, where You supply some or all of the Required Equipment Yourself.

Payment

- 6.8. You must pay the charges for the ADSL Service:
 - (a) if You have additional ADSL services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from Your credit card or nominated bank account.

- (b) if You have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order
- 6.9. If payment by automatic debit is required, then You must pay the ADSL Service charges by direct debit payment from Your credit card or nominated bank account. If You choose to provide us with Your credit card details for the purposes of paying for the ADSL Service, We may:
 - (a) charge all fees to Your credit card on a monthly basis from the applicable date referred to in paragraph 6.7 of Section B;
 - (b) disclose Your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (c) take steps to verify that there is sufficient credit on Your credit card account to meet likely fees; and
 - (d) charge any Break Fee payable under paragraphs 8.4 or 9 to Your credit card immediately on notice of cancellation of the ADSL Service.
- 6.10. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the ADSL Service by giving You at least 5 working days' notice.
- 6.11. You must continue to pay the charges for the ADSL Service even if:
 - (a) Your computer is not working;
 - (b) You actively cease using the ADSL Service for any reason in circumstances where the ADSL Service is available for use; or
 - (c) the ADSL Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

7. Monthly Usage Allowance and Shaping

- 7.1. Some ADSL Pricing Plans provide a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Period before shaping is applied (regardless of the number of days in that month).
- 7.2. Your Usage is reset to zero each month, commencing on the date You are initially billed for the Service ("Billing Period"). Your amount of data Usage (measured in Megabytes or Gigabytes) applies to both Downstream and Upstream data for all plans
- 7.3. If Your Usage exceeds the Monthly Usage Allowance for any given Billing Period, then Your access to the Service will be Shaped (ie. slowed down to 256Kbps download and upload speed)
- 7.4. ADSL plans that do not have a monthly usage allowance are not subject to shaping and are

governed by our Fair Use Policy available at www.amnet.com.au

- 7.5. Your ADSL Service will remain Shaped until the commencement of the next Billing Period. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Period.
- 7.6. Your ADSL Service is shaped on the Monthly Usage Allowance (Peak Period, Off Peak Period, Basic Download or Peering Allowance) which You have exceeded.

Monitoring Your Usage

- 7.7. 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 ADSL Service is Shaped.
- 7.8. An online Usage monitoring application is provided at our web page to allow You to view Your Usage for the current Billing Period.

Types of Usage

- 7.9. Amnet reserves 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.
- 7.10. 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.
- 7.11. 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 application 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 Amnet Voiced Service.

8. Cancellation, Suspension and Variation

- 8.1. We may suspend or cancel the ADSL Service in accordance with clause 11 of the General Terms.
- 8.2. Our rights to suspend or cancel the Service under this paragraph 8, or any other paragraph of this Service Description, are in addition to our rights to suspend or cancel the ADSL Service under the General Terms.

Cancellation or suspension by You

- 8.3. You may cancel the ADSL Service at any time by contacting us and verifying Your identity but You may be required to pay a Break Fee in accordance with paragraph 8.4.
- 8.4. If You cancel the ADSL Service after ADSL Line Completion but before the end of the Contract Term, the Break Fees set out in Appendix 1 apply. You authorise us to debit these payments to Your credit card or bank account within a

reasonable time after receipt of a cancellation notice from You. We will credit any fees paid in advance by You against fees payable by You for another service supplied by us or a Related Amnet Entity to You.

- 8.5. ADSL services cannot be suspended by You as there is an on-going cost incurred by maintaining the connection with the supplier that We will incur.

Variations

- 8.6. You may vary a ADSL Service or an ADSL Pricing Plan by:
 - (a) completing and submitting a new online application form located on our Online Tools plan change web page or by telephoning Customer Support on and asking a customer service representative to complete the application form on Your behalf;
 - (b) if a plan change fee applies, paying the Plan Change fee as set out in Appendix 1; and
 - (c) paying the revised charges for the varied ADSL Service (if any) from the date of completion of the variation.
- 8.7. If You vary Your ADSL Service of ADSL Pricing Plan by using the website online tool plan change referred to in paragraph 8.6(a) above, You are responsible for ensuring that the varied ADSL Service selected by You meets Your requirements.
- 8.8. If You vary Your ADSL Service or ADSL Pricing Plan in accordance with paragraph 8.6, such variation will not affect the duration of the Contract Term.
- 8.9. We will apply any fees paid in advance by You against the fees payable for the varied ADSL Service. All Traffic used in the previous Billing Period will count towards the Monthly Usage Allowance applicable to the varied ADSL Service for the purposes of Shaping and/or determining whether Excess Usage Charges are payable.

9. ADSL Phone Line and Moving Premises

Cancellation or disconnection of Your ADSL Phone Line

- 9.1. You acknowledge and agree that the ADSL Service will be disconnected from Your ADSL Phone Line if:
 - (a) You relocate Your ADSL Phone Line to a new address or phone number or different phone number at the existing address;
 - (b) changes are made to Your ADSL Phone Line details (eg. change of account holder name or change of service provider); or
 - (c) Your ADSL Phone Line is cancelled.
- 9.2. You acknowledge and agree that:
 - (a) 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
- (b) if You wish to have the ADSL Service reinstalled on Your ADSL Phone Line, You are responsible for having Your ADSL Phone Line reconnected at Your own cost.
 - (c) if You fail to reconnect Your ADSL Phone Line 14 days, You will be liable to pay the Break Fees referred to in paragraph 8.4;
 - (d) if You request us to reinstall or reprovision the ADSL Service on Your ADSL Phone Line, You must pay us the reconnection fee specified in the Pricing Schedule; and
 - (e) You must continue to pay all charges for the ADSL 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.

Moving Premises

- 9.3. The ADSL Service may not be available from all locations. Accordingly, if You plan to move premises and relocate the ADSL Service to Your new address, You must make a new Application and give us at least 30 days' notice of Your new address before You move.
- 9.4. If the ADSL Service is available at Your new address:
 - (a) We may accept Your Application and provide the ADSL Service at Your new address; and
 - (b) We will charge You a relocation fee as specified in the Pricing Schedule.
- 9.5. If the ADSL Service is not available at Your new address and You move before the end of the Contract Term:
 - (a) the ADSL Service will be automatically cancelled 30 days after You notify us in accordance with paragraph 9.3; and
 - (b) the Break Fees referred to in paragraph 8.4 will apply.
- 9.6. If broadband is available at Your new address but due to the relocation, Your network changes from Amnet to Telstra or from Telstra to Amnet;
 - (a) and You are on a current Broadband Plan as listed in the Pricing Schedule, You will be moved to a plan of Your choosing; or
 - (b) and You are on a Legacy broadband plan, You will need to move to a current plan listed in the Pricing Schedule.

10. Customer Support

Fault reporting and rectification

- 10.1. If You experience a fault in respect of Your connection to the ADSL Service, You can contact customer support by telephoning or emailing us.
- 10.2. We will use reasonable endeavors to rectify the fault within 72 working hours after You report a fault to us in accordance with paragraph 10.1. However, depending on the nature of the fault, rectification may take longer. We provide customer support for connecting the ADSL Service to a single computer that meets the System Requirements.

- 10.3. We will not provide customer support for the connection of additional computers (even if You have nominated Additional Users for the ADSL Service), networking devices or local area networks to the ADSL Service.

Warranty

- 10.4. We provide the Warranty Periods specified in the Section H at no extra cost, with equipment We supply to You. The Warranty Periods do not apply where You have supplied Your own modem or other equipment. This warranty is in addition to the Consumer Guarantees.

Software

- 10.5. We are not able to provide support for software not supplied by us, including software Downloaded from the internet.

11. Use of the ADSL Service

- 11.1. When using the ADSL Service You must comply with:
 - (a) our CRA, including clause 3 of the General Terms, and this paragraph 11,
 - (b) our Fair Use Policy, available from www.amnet.com.au; and
 - (c) any rules, including any acceptable use conditions, imposed by any third party whose content or services You access using the ADSL Service or whose Network Your data traverses.
- 11.2. Any use of the ADSL Service at the Premises is Your responsibility. The terms of our CRA apply to You and also to anyone else who uses the ADSL Service (regardless of whether You give them permission to do so or not).
- 11.3. You must ensure that any software You use in relation to the ADSL Service is properly licensed.
- 11.4. The use of a Local Area Network (**LAN**) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by our customer support.
- 11.5. All IP addresses provided by us for Your use remain our property. Most ADSL 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.
- 11.6. We may at any time adjust aspects of the ADSL Service for security or Network management reasons, including, without limitation:

- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 5 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;
 - (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (g) managing the Network to prioritise certain types of internet traffic over others; or
 - (h) 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.
- 11.7. 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 ADSL 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.
- 11.8. You must take reasonable steps to ensure that others do not gain unauthorised access to the ADSL Service through Your account. We recommend that You do not disclose Your password to others and that You change Your password regularly.
- 11.9. We may monitor use of the ADSL Service to investigate a breach (or suspected breach) of that policy or upon the request of an authorized authority. We do not have to monitor use of the ADSL 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.
- 11.10. Where You provide Your own wireless computer connection device, You are responsible for any loss caused by an unauthorized interception of the ADSL Service.

12. Your Acknowledgements

- 12.1. You acknowledge that the ADSL 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 harassing or unsolicited material accessed or received by You.
- 12.2. We do not exercise any control over, authorise or make any warranty regarding:
- (a) Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the ADSL Service;
 - (b) the accuracy or completeness of any content which You may use, access or transmit using the ADSL Service

including any data which We may store as part of the Service;

- (c) the consequences of You using, accessing or transmitting any content using the ADSL Service, including any virus or other harmful software;
- (d) any charges which a third party may impose on You in connection with Your use of the ADSL Service; or
- (e) the performance, results or characteristics of any Software supplied by us in connection with the ADSL Service.

13. Definitions and Interpretation

13.1. In this Service Description:

Additional User means a person (other than You) whom You nominate and authorise to use the ADSL Service.

ADSL Modem means an approved ADSL Modem.

Asymmetric Digital Subscriber Line or **ADSL** means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs

ADSL Line Completion means the date We notify You that Your ADSL Phone Line is upgraded to utilise the ADSL Service, as determined by us.

ADSL Phone Line means Your nominated telephone line used to deliver the ADSL Service.

ADSL Pricing Plan means a pricing plan for the ADSL Service identified in the Pricing Schedule.

Billing Period has the meaning set out in paragraph 7.2.

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 56kpbs.

Download or **Downstream** means data that is inbound (i.e. incoming to Your internet connection).

Down time means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Monthly Usage Allowance.

Excess Usage Charges means the fees payable for Usage over and above the Monthly Usage Allowance.

Full Service Qualification means the qualifications which Your ADSL Phone Line must pass to support ADSL.

Hardware and/ or **Equipment** means a kit containing all Required Equipment and Software ordered by You in Your Application needed to connect to the ADSL Service.

High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

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.

Monthly Service Fees means the monthly fee due to us from You for the ADSL Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the ADSL Pricing Plan selected by You in Your Application.

Pricing Schedule means Section G.

Required Equipment means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect Your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to Your ADSL Phone Line;
- (d) an approved filter for each telephony device; and
- (e) any additional equipment that may be required for Your particular computer and telephone requirements.

Set-up Fee means a once-off initial fee for setting up the Service.

Shaping means, where Your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to the maximum speed applicable to the Service option selected by You, as specified in the Pricing Schedule.

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.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our website.

Online Tools means the customer account management area of our website accessible by using Your username and password.

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 ADSL Service option and/or ADSL Pricing Plan You select will determine how Your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. outgoing from Your Internet connection).

Usage means the amount of time generated or data Downloaded by Your internet access.

Usage Charges means the fees payable for usage of the ADSL Service.

Warranty period means the period referred to in Section H.

SECTION C: NAKED DSL SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Naked DSL Service Description are defined either in the General Terms of our CRA or in paragraph 13 of this Service Description.

1. About the Naked DSL Service Description

Our Customer Relationship Agreement

- 1.1. This is the Naked DSL Service Description of our CRA under which We supply Internet access services to You.
- 1.2. The General Terms set out in Section A also apply.

Service Options

- 1.3. The Naked DSL Service comprises all of the Broadband Internet Pricing Plans and other products within the ADSL Service range. The Naked DSL Service features for all current Naked DSL Service options are described in the Pricing Schedule. Some ADSL Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as "Grand fathered" or "Legacy" products, services or plans.

2. The Naked DSL Service

- 2.1. The Naked DSL Service is a Broadband Internet Access Service that provides access to the Internet and related services, such as email and the world wide web, by means of Asymmetric Digital Subscriber Line (ADSL) technology You may also have selected in Your Application features and characteristics applicable to the Service. We will provide the Naked DSL Service to You based on those selections.

Service requirements and restrictions

- 2.2. In order to receive the Naked DSL Service:
 - (a) You must be eligible for an ADSL2+ connection and Your telephone line must connect directly back to an Amnet-enabled main exchange and not utilise technology such as RIM or Pair Gain;
 - (b) You must meet all of our System Requirements; and
 - (c) You must install, or arrange for the installation of all required equipment.
- 2.3. You agree and acknowledge that changing an active telephone service to a naked service entails disconnecting the telephone service and any service currently on that line (ADSL, PSTN, Pay TV, EFTPOS, Fax). In addition to loss of service cancellation fees may be payable to Your current provider and it is Your responsibility to check with Your current provider.
- 2.4. The ability to initiate and sustain calls, including emergency calls using the Voiced Service with Your Naked DSL Service is effected by a number of factors outside our control and We cannot guarantee that the service will always be operations. In particular the service will not be able to be used in the

event of a power failure or some type of problem with the internet access that You are using whether provided by Amnet or some other internet Access Provider. You must make additional arrangements if You need to be able to make telephone calls in such circumstances.

- 2.5. The use of the Naked DSL Service will count as internet use on the internet access You are using and may incur charges associated with usage of that access. The Fair Use Policy or equivalent applicable to the internet access will also apply.
- 2.6. The Naked DSL Service is only available in locations which are ADSL enabled. Your ADSL Phone Line is subject to a Full Service Qualification as not all telephone lines are compatible with ADSL.
- 2.7. The Naked DSL Service can only be supplied using a telephone line that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.
- 2.8. You acknowledge that:
 - (a) The Naked DSL Service does not support Local Number Portability (LNP) and by changing an active telephone line to a Naked Line, You will lose Your current telephone.
 - (b) Amnet Voiced Service numbers are exclusively associated with Naked DSL services and cannot be transferred to any other telephone service provider.
 - (c) Naked DSL Service is subject to the Fair Use Policy located at www.amnet.com.au;
 - (d) You may not be able to receive the Naked DSL Service at Your location;
 - (e) We do not provide technical support for Naked DSL Service using the ADSL Modem under the following conditions:
 - i. running internal networks connected to the Naked DSL Service;
 - ii. running network services or providing network services to others via the Naked DSL Service;
 - iii. running connectivity software other than that provided with the ADSL Modem;
 - iv. Macintosh operating systems below v10.6; or
 - v. Microsoft Windows operating systems below Windows XP SP2.
 - (f) the ADSL Modem only supports a single computer connected to that modem or router;
 - (g) We do not guarantee that the Modem Software or other Software will be compatible with any network of machines You may have after the ADSL Modem;
 - (h) 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;

- (i) Some telecommunication services and products are not compatible with the Naked DSL Service and may not be available to You following installation of the Naked DSL Service. These services and products include but are not limited to PSTN fax machines, Commander phone systems, PABX, line-hunt groups and any other analogue devices;
- (j) We do not guarantee that Your connection to the Internet will achieve the theoretical maximum connection speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed;
- (k) We do not guarantee the availability of ports or access to our DSLAM Network;
- (l) We will use due care and skill in providing the Naked DSL Service in accordance with the Consumer Guarantees. However, given the nature of telecommunications systems (including the Naked DSL Service's reliance on systems and services not owned or controlled by us), We cannot promise that the Naked DSL Service will be continuous, fault-free or accessible at all times. This does not limit Your right to obtain a refund or a rebate in some circumstances, as set out in clause 13.3 of the General Terms.
- (m) We will endeavor to use the fast transfer process whenever possible to facilitate the transfer in and out of the Naked DSL Service; however, We do not guarantee access to fast churn and it should not be relied upon as a term of the Naked DSL Service.

2.9. The following restrictions apply to the use of the Naked DSL Service:

- (a) You must be the legal lessee (account holder) of the ADSL Phone Line or, if You are not the legal lessee of the ADSL Phone Line used to connect to the Naked DSL Service, You have obtained the legal lessee's permission to connect the Naked DSL Service;
- (b) You must be over 18 years of age to apply for the Naked DSL Service. Minors (under the age of 18 years) must be supervised by a parent, or other responsible adult at all times while using the Naked DSL Service, and We are not responsible for any Internet content that may be viewed while using the Naked DSL Service

Contract Term

2.10. We will provide, and You must acquire the Naked DSL Service, in accordance with our CRA. After the end of the Contract Term, We will continue to provide, and You must continue to acquire the Naked DSL Service until it is cancelled in accordance with our CRA.

3. Installing the Service

Self-Installation

3.1. We will activate the Naked DSL Service by preparing the telephone circuits on Your ADSL Phone Line and will notify

You of ADSL Line Completion via the email address provided on Your Application or via SMS to the mobile number provided on Your Application.

- 3.2. We will deliver the hardware and or other equipment within a reasonable time after ADSL line Completion.
- 3.3. You acknowledge that We may activate the Naked DSL Service on Your ADSL Phone Line before delivering the hardware or equipment and that there may be a minor disruption to Your standard telephone service during installation and activation of the Naked DSL Service.
- 3.4. You will install the Naked DSL Service 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 Naked DSL Service to the Premises (eg electrician or licensed cabler) including any work associated to set up an active telephone service.
- 3.5. If You notify us that Your Hardware and/or equipment contains faulty components, You must give us sufficient information to assess the kit components (including allowing us to test Your PC to evaluate its 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 Hardware and/or equipment supplied by us is faulty, within warranty and needs to be returned, You may be shipped a replacement modem. If the faulty modem is not returned to us, with all cables and components and original packaging within 21 days of You receiving the replacement modem, You may be charged the full price for the purchase of the new unit that We shipped to You.

4. Software

4.1. We are not able to provide support for software not supplied by us, including software Downloaded from the Internet

5. Equipment

5.1. We will provide You with the Required Equipment You order from us in Your Application. This equipment may be new or 'as new'. All risk in and title to this Required Equipment passes to You on delivery.

5.2. 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 Naked DSL Service to You. If You choose to supply some or all of the Required Equipment Yourself for use with the Naked DSL Service:

- (a) any such equipment, including ADSL Modem and filters, must meet the requirements specified (if any) in the "Broadband" section of

- our "Support" web page located on our website; or
- (b) the operation of the Required Equipment and any repairs to it will be Your responsibility.

6. Service Charges and Billing

- 6.1. You must pay the charges for the Naked DSL Service set out in the Pricing Schedule and any other charges set out in Your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 6.2. The charges for the Naked DSL Service will depend on the Naked DSL Service option and features and characteristics for each Naked DSL Service option selected by You in Your Application.

Billing

- 6.3. We will bill You for the charges for the Naked DSL Service in accordance with the billing period set out in the Pricing Schedule and selected by You in Your Application, and any other terms set out in the Pricing Schedule.
- 6.4. In the first and last months of the Contract Term, We will only bill You for usage charges incurred by You during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 6.5. Some ADSL Pricing Plans have a Monthly Usage Allowance. If this applies to Your selected ADSL Pricing Plan and You exceed the Monthly Usage Allowance We may:
 - (a) Shape (slowdown) Your connection to 256kbps download and upload; or
 - (b) bill You for excessive usage charges for Your excess usage
- 6.6. The type of limit applied in these circumstances will be outlined in the Pricing Schedule for Your plan.
- 6.7. Your bill will be electronically mailed to the email address provided by You to us from time to time.

Commencement of Charges

- 6.8. Service charges will accrue from:
 - (a) the date of ADSL Line Completion, where We provide You with the Hardware and/or equipment; or
 - (b) the date of ADSL Line Completion, where We have made a first delivery attempt to provide You with the Hardware and/or equipment; or
 - (c) the date of ADSL line completion, where You supply some or all of the Required Equipment.

Payment

- 6.9. You must pay the charges for the Naked DSL Service:
 - (a) if You have additional ADSL services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from Your credit card or nominated bank account; or

- (b) if You have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order.

- 6.10. If payment by automatic debit is required, then You must pay the service charges by direct debit payment from Your credit card or nominated bank account. If You choose to provide us with Your credit card details for the purposes of paying for the Service, We may:

- (a) charge all fees to Your credit card on a monthly basis from the applicable date referred to in paragraph 6.8;
- (b) disclose Your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on Your credit card account to meet likely fees; and
- (d) charge any Break Fee payable under paragraphs 8.4 or 9 to Your credit card immediately on notice of cancellation of the Naked DSL Service.

- 6.11. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Naked DSL Service by giving You at least 5 working days' notice. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Naked DSL Service by giving You at least 5 working days' notice.

- 6.12. You must continue to pay the charges for the Naked DSL Service even if:

- (a) Your computer is not working;
- (b) You actively cease using the Service for any reason in circumstances where the Service is available for use; or
- (c) the Naked DSL Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage

7. Monthly Usage

- 7.1. Some Naked DSL Pricing Plans provide a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Period (regardless of the number of days in that month).
- 7.2. Naked DSL plans that do not have a monthly usage allowance are not subject to shaping and are governed by our Fair Use Policy available at www.amnet.com.au.
- 7.3. Your Usage is reset to zero each month, commencing on the date You are initially billed for the Service ("Billing Period"). Your amount of data Usage (measured in Megabytes or Gigabytes) applies to both Downstream and Upstream data for all plans that

include "Unlimited Weekends". For plans that do not include "Unlimited Weekends" only Downstream data is counted.

Shaping

- 7.4. If Your Usage exceeds the Monthly Usage Allowance for any given Billing Period, then Your access to the Naked DSL Service will be Shaped (ie. slowed down to 256Kbps download and upload speed).
- 7.5. Your Naked DSL Service will remain Shaped until the commencement of the next Billing Period. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Period.
- 7.6. Your Naked DSL Service is shaped on the Monthly Usage Allowance (Basic Download or Peering Allowance) which You have exceeded. When the limit of either allowance is reached, the remaining Monthly Usage Allowance is forfeited, and shaping is applied to the entire connections traffic (upload and download).

Monitoring Your Usage

- 7.7. 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 Naked DSL Service is Shaped.
- 7.8. An online Usage monitoring application is provided at our Web page to allow You to view Your Usage for the current Billing Period.

Types of Usage

- 7.9. Amnet reserves 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.
- 7.10. 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.
- 7.11. 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 application such as FTP and file downloading.

8. Cancellation and Suspension

Cancellation and Suspension by us

- 8.1. We may suspend or cancel the Naked DSL Service in accordance with clause 11 of the General Terms.
- 8.2. Our rights to suspend or cancel the Naked DSL Service under this paragraph 8, or any other paragraph of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

Cancellation and Suspension by You

- 8.3. You may cancel the Naked DSL Service at any time by contacting us and verifying Your identity but You may be required to pay a Break Fee in accordance with paragraph 8.4.
- 8.4. If You cancel the Naked DSL Service after ADSL Line Completion but before the end of the Contract Term, the Break Fees set out in Appendix 1 apply. You authorise us to debit these payments to Your credit card or bank account within a reasonable time after receipt of a cancellation notice from You. We will credit any fees paid in advance by You against fees payable by You for another service supplied by us or a Related Amnet Entity to You.
- 8.5. ADSL services cannot be suspended by You as there is an on-going cost incurred by maintaining the connection with the supplier that We will incur.

Variations

- 8.6. You may vary a Naked DSL Service or an ADSL Pricing Plan by:
 - (a) completing and submitting a new online application form located on our Online Tools plan change Web page or by telephoning Customer Support on and asking a customer service representative to complete the application form on Your behalf;
 - (b) if a plan change fee applies, paying the Plan Change fee as set out in Appendix 1; and
 - (c) paying the revised charges for the varied Service (if any) from the date of completion of the variation.
- 8.7. If You vary Your Naked DSL Service or ADSL Pricing Plan by using the Website online tool plan change referred to in paragraph 8.6(a), You are responsible for ensuring that the varied Naked DSL Service selected by You meets Your requirements.
- 8.8. If You vary Your Naked DSL Service or ADSL Pricing Plan in accordance with paragraph 8.6(a), such variation will not affect the duration of the Contract Term.
- 8.9. We will apply any fees paid in advance by You against the fees payable for the varied Service. All Traffic used in the previous Billing Period will count towards the Monthly Usage Allowance applicable to the varied Naked DSL Service for the purposes of Shaping and/or determining whether Excess Usage Charges are payable.

9. ADSL Phone Line and Moving Premises

Cancellation and disconnection of Your Naked Phone Line

- 9.1. You acknowledge and agree that the Service will be disconnected from Your Naked Phone Line if:
- (a) You relocate Your Naked Phone Line to a new address or phone number or different phone number at the existing address;
 - (b) Your ADSL Phone Line is cancelled.
- 9.2. You acknowledge and agree that:
- (a) You will need to contact a telephone provider should You wish to reconnect Your telephone line and that there may be lengthy delays in arranging this;
 - (b) 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;
 - (c) if You wish to have the Naked DSL Service reinstalled on Your ADSL Phone Line, You are responsible for having Your ADSL Phone Line reconnected at Your own cost.
 - (d) if You fail to reconnect Your ADSL Phone Line
 - (e) 14 days, You will be liable to pay the Break Fees referred to in paragraph 8.4;
 - (f) if You request us to reinstall or re-provision the Naked DSL Service on Your ADSL Phone Line, You must pay us the reconnection fee specified in the Pricing Schedule;
 - (g) You must continue to pay all charges for the Naked DSL 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

Moving Premises

- 9.3. The Naked DSL Service may not be available from all locations. Accordingly, if You plan to move remises and relocate the Naked DSL Service to Your new address, You must make a new Application and give us at least 30 days' notice of Your new address before You move.
- 9.4. If the Naked DSL Service is available at Your new address:
- (a) We may accept Your Application and provide the Naked DSL Service at Your new address; and
 - (b) We will charge You a relocation fee as specified in the Pricing Schedule.
- 9.5. If the Naked DSL Service is not available at Your new address and You move before the end of the Contract Term:
- (a) the Naked DSL Service will be automatically cancelled 30 days after You notify us in accordance with paragraph 9.3; and
 - (b) the Break Fees referred to in paragraph 8.4 will apply.
- 9.6. If broadband is available at Your new address but due to the relocation, Your network changes from Amnet to Telstra or from Telstra to Amnet;
- (a) and You are on a current Broadband Plan as listed in the Pricing Schedule, You will be moved to a plan of Your choosing

- (b) and You are on a Legacy broadband plan, You will need to move to a current plan listed in the Pricing Schedule.

10. Customer Support

Fault reporting and rectification

- 10.1. If You experience a fault in respect of Your connection to the Naked DSL Service, You can contact customer support by telephoning or emailing us.
- 10.2. We will use reasonable endeavours to rectify the fault within 72 working hours after You report a fault to us in accordance with paragraph 10.1. However, depending on the nature of the fault, rectification may take longer. We provide customer support for connecting the service to a single computer that meets the System Requirements.
- 10.3. We will not provide customer support for the connection of additional computers (even if You have nominated Additional Users for the service), networking devices or local area networks to the Naked DSL Service.

Warranty

- 10.4. We provide the Warranty Periods specified in Section H at no extra cost, with equipment We supply to You. The Warranty Periods do not apply where You have supplied Your own modem or other equipment. This warranty is in addition to the Consumer Guarantees.

11. Use of the Service

- 11.1. When using the Naked DSL Service You must comply with:
- (a) our CRA, including clause 3 of the General Terms, and this paragraph 11, and;
 - (b) our Fair Use Policy, available from www.amnet.com.au
 - (c) any rules, including any acceptable use conditions, imposed by any third party whose content or services You access using the Service or whose Network Your data traverses.
- 11.2. Any use of the Naked DSL Service at the Premises is Your responsibility. The terms of our CRA apply to You and also to anyone else who uses the Naked DSL Service (regardless of whether You give them permission to do so or not).
- 11.3. You must ensure that any software You use in relation to the Naked DSL Service is properly licensed.
- 11.4. The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by our customer support.

11.5. All IP addresses provided by us for Your use remain our property. Most services include a static IP address. In the instance of dynamic IP being assigned, a new IP address is allocated whenever the modem is rebooted. Where provided, You may configure Your computer or modem to connect using a static IP address.

11.6. We may at any time adjust aspects of the Naked DSL Service for security or Network management reasons, including, without limitation:

- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
- (b) deleting stored email messages that are older than 90 days;
- (c) rejecting any incoming email messages and attachments that exceed 5 Megabytes (including encapsulation);
- (d) delivering access and content via proxy servers;
- (e) limiting the number of addresses to whom an outgoing email can be sent;
- (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
- (g) managing the Network to prioritise certain types of Internet traffic over others; and
- (h) blocking or filtering specific internet ports.

11.7. 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 Naked DSL 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.

11.8. You must take reasonable steps to ensure that others do not gain unauthorised access to the Naked DSL Service through Your account. We recommend that You do not disclose Your password to others and that You change Your password regularly.

11.9. We may monitor use of the Naked DSL 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 Naked DSL 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.

11.10. Where You provide Your own wireless computer connection device, You are responsible for any loss caused by an unauthorised interception of the Naked DSL Service.

12. Your Acknowledgements

12.1. You acknowledge that the Naked DSL 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 harassing or unsolicited material accessed or received by You.

12.2. We do not exercise any control over, authorise or make any warranty regarding:

- (a) Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
- (b) the accuracy or completeness of any content which You may use, access or transmit using the Naked DSL Service including any data which We may store as part of the Naked DSL Service;
- (c) the consequences of You using, accessing or transmitting any content using the Naked DSL Service, including any virus or other harmful software;
- (d) any charges which a third party may impose on You in connection with Your use of the Naked DSL Service; or
- (e) the performance, results or characteristics of any Software supplied by us in connection with the Naked DSL Service.

13. Definitions and Interpretation

13.1. In this Service Description:

Additional User means a person (other than You) whom You nominate and authorise to use the Naked DSL Service.

ADSL Modem means an approved ADSL Modem.

Asymmetric Digital Subscriber Line or **ADSL** means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs

ADSL Line Completion means the date We notify You that Your ADSL Phone Line is upgraded to utilise the Service, as determined by us.

ADSL Phone Line means Your nominated telephone line used to deliver the Naked DSL Service.

ADSL Pricing Plan means a pricing plan for the ADSL service identified in the Pricing Schedule.

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 56kpbs.

Download or **Downstream** means data that is inbound (i.e. incoming to Your internet connection).

Down time means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Monthly Usage Allowance

Excess Usage Charges means the fees payable for Usage over and above the Monthly Usage Allowance.

Full Service Qualification means the qualifications which Your ADSL Phone Line must pass to support ADSL.

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

High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

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.

Monthly Service Fees means the monthly fee due to us from You for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the ADSL Pricing Plan selected by You in Your Application.

Pricing Schedule means Section G.

Required Equipment means:

- (a) an ADSLmodem;
- (b) an Ethernet port/card to connect Your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to Your ADSL Phone Line;
- (d) an approved filter for each telephony device; and
- (e) any additional equipment that may be required for Your particular computer and telephone requirements.

Set-up Fee means a once-off initial fee for setting up the Naked DSL Service.

Shaping means, where Your Usage exceeds the Monthly Usage Allowance in any given billing month, the Download speed from the internet will be slowed to the maximum speed applicable to the Naked DSL Service option selected by You, as specified in the Pricing Schedule.

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.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our website.

Online Tools means the customer account management area of our website accessible by using Your username and password.

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 Naked DSL Service option and/or ADSL Pricing Plan You select will determine how Your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. outgoing from Your Internet connection)

Usage means the amount of time generated or data Downloaded by Your Internet access

Usage Charges means the fees payable for usage of the Naked DSL Service.

Warranty period means the period referred to in Section H.

SECTION D: SMART TALK SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Smart Talk Service Description are defined either in the General Terms of our CRA or in paragraph 11 of this Smart Talk Service Description.

1. About the Smart Talk Service Description

- 1.1. This is the Smart Talk Service Description of our CRA under which We supply our Smart Talk (traditional home phone)access services to You.
- 1.2. The General Terms set out in Section A also apply.

Service Options

- 1.3. The Service comprises all of the pricing plans and products within the Smart Talk range. The service features for all current service options are described in the Pricing Schedule Section G and the Critical Information Summary found at www.amnet.com.au/legal/critical-information-summaries.

2. About the Smart Talk Service

- 2.1. The Service Description provides You with:
 - (a) access to a local telephone service that is a Telstra service resupplied, or resold by us; and
 - (b) access to a long distance phone service resupplied, or resold by us
- 2.2. In order to receive the Service Your premises must be physically connected to Telstra's Public Switched Telephone Cabling and Exchange Network. Amnet must be selected as Your service provider. Amnet is unable to supply service to premises missing lead-in cabling or other critical infrastructure.
- 2.3. The ability to initiate and sustain calls, including emergency calls using is effected by a number of factors outside our control and We cannot guarantee that the service will always be operational. In particular the Service will not be able to be used in the event of an infrastructure failure within Telstra's street cabling or exchange network. You must make additional arrangements if You need to be able to make telephone calls in such circumstances.
- 2.4. The Service is only available in locations where existing Telstra infrastructure exists.
- 2.5. You acknowledge that:
 - (a) When Smart Talk Service is supplied, Amnet does not guarantee Local Number Portability (LNP). You may lose Your current telephone number. In the event that LNP is not available, Amnet will inform You before making changes to Your current service.
 - (b) The Smart Talk Service is subject to the Fair Use Policy located at www.amnet.com.au/fair-use.
 - (c) You may not be able to receive the Smart Talk Service at Your location. In these instances We are unable to supply the Smart Talk Service.

- (d) We do not provide technical support for the Smart Talk Service under the following conditions:
 - i. connections past the first socket, non-approved extensions to cabling, or PABX style routing of calls;
 - ii. use of the service for non-residential use or business purposes;
 - iii. trouble-shooting of wireless handsets;
 - iv. use of traditional fax machines with the PSTN service;
 - v. use of EFTPOS or dial up internet on the supplied PSTN service; and
 - vi. dialing of, or connectivity issues while accessing competition, promotional or special phone services from Youthe Smart Talk Service.
 - (e) Some telecommunication services and products are not compatible with the Smart Talk Service and may not be available to You following. These services and products include but are not limited to non-approved handsets, fax machines, Commander phone systems, PABX, line-hunt groups and any other analogue devices;
 - (f) We will use due care and skill in providing You the Smart Talk Service in accordance with the consumer guarantees. However, given the nature of telecommunications systems (including Smart Talk Service's reliance on systems and services not owned or controlled by us), Your Smart Talk Service may not be continuous, fault-free or accessible at all times.
- 2.6. When using the Service You must be over 18 years of age to apply for the Smart Talk Service. Minors (under the age of 18 years) must be supervised by a parent, or other responsible adult at all times while using the Service.

Contract Term

- 2.7. We will provide, and You must acquire the Service in accordance with the (CRA) for the Contract Term. After the end of the Contract Term, We will continue to provide, and You must continue to acquire the Service until it is cancelled in accordance with our CRA.

3. Installing Smart Talk

Self Installation

- 3.1. We will activate the Smart Talk Service and will notify You of completion via the email address provided on Your Application or via SMS to the mobile number provided on Your Application.

- 3.2. You acknowledge that We may activate the Service during our predefined connection window, and that there may be a minor disruption to Your standard service during activation.
- 3.3. You will install the handset 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 to install a socket) including any work associated to set up an active telephone service.

4. Service Charges and Billing

- 4.1. You must pay the charges for the Smart Talk Service set out in the Pricing Schedule and Critical Information Summary and any other charges set out in Your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 4.2. The charges for the Smart Talk Service will depend on the Smart Talk Service options selected in Your application and volume of calls made.

Billing

- 4.3. We will bill You for the charges for the Smart Talk Service in accordance with the billing period set out in the Pricing Schedule and selected by You in Your application, and any other terms set out in the Pricing Schedule.
- 4.4. In the first and last months of the Contract Term, We will only bill You for usage charges incurred by You during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 4.5. Your bill will be electronically mailed to the email address provided by You to us.

Commencement of Charges

- 4.6. Service charges will accrue from the date of the Smart Talk Service installation completion.

Payment

- 4.7. You must pay the charges for the Smart Talk Service:
 - (a) if You have additional Amnet services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from Your credit card or nominated bank account.
 - (b) if You have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice or purchase order.
- 4.8. If payment by automatic debit is required, then You must pay the service charges by direct debit payment from Your credit card or nominated bank account. If You choose to provide us with Your credit card details for the purposes of paying for the Smart Talk Service, We may:
 - (a) charge all fees to Your credit card on a monthly basis from the applicable date defined in paragraph 4.6;

- (b) disclose Your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on Your credit card account to meet likely fees; and
- (d) charge any Break Fee payable in paragraph 5.4 to Your credit card immediately on notice of cancellation of the Service.

- 4.9. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Smart Talk Service by giving You at least 5 working days' notice. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Smart Talk Service by giving You at least 5 working days' notice.
- 4.10. You must continue to pay the charges for the Smart Talk Service, even if
 - (a) Your telephone hardware is not working;
 - (b) You actively cease using the Smart Talk Service for any reason in circumstances where the Smart Talk Service is available for use; or
 - (c) the Smart Talk Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage

Your Call Records

- 4.11. Logs of calls and other account tools are available by logging into Your member portal at www.myaccount.amnet.com.au

5. Cancellation and Suspension

Cancellation and Suspension by us

- 5.1. We may suspend or cancel the Smart Talk Service in accordance with clause 11 of the General Terms.
- 5.2. Our rights to suspend or cancel the Service under this paragraph, or any other paragraph of this Smart Talk Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

Cancellation and Suspension by You

- 5.3. You may cancel the Smart Talk Service at any time by contacting us and verifying Your identity but You may be required to pay a Break Fee in accordance with paragraph 5.4.
- 5.4. If You cancel the Smart Talk Service after install completion but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule and or Critical Information Summary apply. You authorise us to debit these payments to Your credit card or bank account within a reasonable time after receipt of a

cancellation notice from You. We will credit any fees paid in advance by You against fees payable by You for another service supplied by us or a Related Amnet Entity to You.

- 5.5. The Smart Talk Service cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that We will incur.

Variations

- 5.6. You may vary a Smart Talk Pricing Plan by:
- (a) completing and submitting a new online application form located on our Online Tools plan change web page or by telephoning Customer Support on and asking a customer service representative to complete the application form on Your behalf;
 - (b) if a plan change fee applies, paying the Plan Change fee as set out in the Critical Information Summary and or Pricing Schedule; and
 - (c) paying the revised charges for the varied Smart Talk Service (if any) from the date of completion of the variation.
- 5.7. If You vary Your Smart Talk Plan by using the website online tool plan change tool You are responsible for ensuring that the varied Smart Talk Service selected by You meets Your requirements and You accept any applicable plan change fee that may be applied.
- 5.8. If You vary Your Smart Talk Plan in accordance with paragraph 5.6, such variation will not affect the duration of the Contract Term.
- 5.9. We will apply any fees paid in advance by You against the fees payable for the varied Smart Talk Service.

6. Moving Premises

Cancellation and disconnection of the Smart Talk Service

- 6.1. You acknowledge and agree that the Smart Talk Service will be disconnected if:
- (a) You relocate to a new address or phone number
 - (b) Your Smart Talk Service is cancelled.

Moving Premises

- 6.2. The Smart Talk Service may not be available from all locations. Accordingly, if You plan to move premises and relocate the Smart Talk Service to Your new address, You must make a new Application and give us at least 30 days notice of Your new address before You move.
- 6.3. If the Smart Talk Service is available at Your new address:
- (a) We may accept Your Application and provide the Smart Talk Service at Your new address; and
 - (b) We will charge You a relocation fee as specified in the Pricing Schedule and or Critical Information Summary.
- 6.4. If the Smart Talk Service is not available at Your new address and You move before the end of the Contract Term:

- (a) the Smart Talk Service will be automatically cancelled 30 days after You notify us; and
- (b) the Break Fees outlined in the Pricing Schedule and or Critical Information Summary will apply.

7. Customer Support

Fault reporting and rectification

- 7.1. If You experience a fault in respect of Your connection to the Smart Talk Service, You can contact customer support by telephoning or emailing us.
- 7.2. We will use reasonable endeavors to rectify the fault within 72 working hours after You report a fault to us, however, depending on the nature of the fault, rectification may take longer.

8. Warranty

- 8.1. We provide the Warranty Periods specified in Section Hat no extra cost, with equipment We supply to You. The Warranty Periods do not apply where You have supplied Your own equipment or other equipment. This warranty is in addition to the Consumer Guarantees.

9. Use of the Smart Talk Service

- 9.1. When using the Smart Talk Service, You must comply with:
- (a) our Fair Use Policy, available from www.amnet.com.au/fair-use;
 - (b) terms and conditions outlined within this CRA; and
 - (c) any rules, including any acceptable use conditions, imposed by any third party whose content or services You access using the Service or whose Network Your communications traverse.
- 9.2. Any use of the Smart Talk Service at the Premises is Your responsibility. The terms of our CRA apply to You and also to anyone else who uses the Smart Talk Service (regardless of whether You give them permission to do so or not).
- 9.3. You must ensure that any hardware You use in relation to the Smart Talk Service is properly licensed and Australian C-Tick approved.
- 9.4. The use of a wireless handsets is permitted, however the set-up and configuration of a handset connected wirelessly is outside of scope of support. You may be asked to test with a wired handset during troubleshooting.
- 9.5. We may at any time adjust aspects of the Smart Talk Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;

- (b) deleting stored messages that are older than 90 days;
- (c) delivering access and content via proxy servers; or
- (d) refusing to accept incoming messages to voice mailboxes that have exceeded the storage limit.

- 9.6. You are responsible for providing any security or privacy measures for any transmission and any voice mail data stored. 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.
- 9.7. You must take reasonable steps to ensure that others do not gain unauthorised access to Your account. We recommend that You do not disclose Your password to others and that You change Your password regularly.
- 9.8. We may monitor use of the Smart Talk 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 Smart Talk, 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.
- 9.9. Where You provide Your own wireless handset, You are responsible for any loss caused by an unauthorised interception of the Smart Talk Service.

10. Your Acknowledgements

- 10.1. You acknowledge that the Smart Talk 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 harassing or unsolicited material accessed or received by You.
- 10.2. We do not exercise any control over, authorise or make any warranty regarding:
- (a) Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Smart Talk Service;
 - (b) the accuracy or completeness of any content which You may use, access or transmit using the Smart Talk Service including any data which We may store as part of the Smart Talk Service;
 - (c) the consequences of You using, accessing or transmitting any content using the Smart Talk Service; or
 - (d) any charges which a third party may impose on You in connection with Your use of the Smart Talk Service.

11. Definitions and Interpretation

11.1. In this Smart Talk Service Description:

Additional User means a person (other than You) whom You nominate and authorise to use the Smart Talk Service.

Downtime means periods of unavailability or limited availability

Monthly Service Fees means the monthly fee due to us from You for the Smart Talk Service, excluding Set-up Fees, Usage Fees and Call Charges.

Smart Talk Pricing Plan means a pricing plan for the Smart Talk Service identified in the Pricing Schedule.

Pricing Schedule means Section G.

Required Equipment means:

- (a) A standard PSTN Telephone Handset
- (b) any additional equipment that may be required for Your particular telephone requirements.

Set-up Fee means a once-off initial fee for setting up the Smart Talk Service.

Online Tools means the customer account management area of our website accessible by using Your username and password.

Usage means the amount of calls You make.

Usage Charges means the fees payable for usage of the Smart Talk Service.

Warranty Period means the period referred to in Section H.

SECTION E : VOICED SERVICE DESCRIPTION

Rules of interpretation and capitalized terms used in this Voiced Service Description are defined either in the General Terms of our CRA or in paragraph 11 of this Voiced Service Description.

1. About the Voiced Service Description

- 1.1. This is the Voiced Service Description of our CRA under which We supply our Voiced (Voice over Internet Protocol) access services to You.
- 1.2. The General Terms set out in Section A also apply.

Service Options

- 1.3. The Service comprises all of the pricing plans and products within the Voiced range. The service features for all current service options are described in the Pricing Schedule Section G and the Critical Information Summary found at www.amnet.com.au/legal/critical-information-summaries.

2. About the Voiced Service

- 2.1. The Voiced Service provides You with:
 - (a) a direct inward dialing (DID) number and access to a VoIP service for incoming calls;
 - (b) access to a VoIP service for outgoing local, regional, national and international calls; and
 - (c) preconfigured VoIP hardware (handset and base station) to connect to your modem/router.
- 2.2. In order to receive the Voiced Service, Your premises must have an active Amnet DSL, Amnet Naked or Amnet NBN Internet Service. Please refer to Sections B, C and I for their respective service descriptions. Hardware other than the supplied base station and handset is not compatible with the Voiced Service.
- 2.3. The ability to initiate and sustain calls, including emergency calls using is effected by a number of factors outside our control and We cannot guarantee that the service will always be operational. In particular the Voiced Service will not be able to be used in the event of an infrastructure failure within Telstra's street cabling or exchange network that disrupts your internet connection. You must make additional arrangements if You need to be able to make telephone calls in such circumstances.
- 2.4. The Voiced Service is only available in locations where Amnet DSL, Amnet Naked or Amnet NBN Services are available.
- 2.5. You acknowledge that:
 - (a) When Voiced Service is supplied, Amnet does not guarantee Local Number Portability (LNP). You may lose Your current telephone number. In the event that LNP is not available, Amnet will inform You before making changes to Your current service.

- (b) Amnet Voiced Service numbers are exclusively associated with Amnet Voiced Services and cannot be transferred to any other telephone service provider.
 - (c) The Voiced Service is subject to the Fair Use Policy located at www.amnet.com.au/fair-use.
 - (d) You may not be able to receive Amnet DSL, Amnet Naked or Amnet NBN Services at Your location. In these instances We are unable to supply the Voiced Service.
 - (e) We do not provide technical support for the Voiced Service under the following conditions:
 - i. connections past the first socket, non-approved extensions to cabling, or PABX style routing of calls;
 - ii. use of the service for non-residential use or business purposes;
 - iii. use of traditional or soft-fax machines with the Voiced Service;
 - iv. use of any other hardware not supplied by Amnet; and
 - v. dialing of, or connectivity issues while accessing competition, promotional or special phone services from the Voiced Service.
 - (f) Some telecommunication services and products are not compatible with the Voiced Service and may not be available to You. These services and products include but are not limited to non-approved handsets, fax machines, Commander phone systems, PABX, line-hunt groups and any other analogue devices.
 - (g) We will use due care and skill in providing You the Voiced Service in accordance with the consumer guarantees. However, given the nature of telecommunications systems (including Voiced Service's reliance on systems and services not owned or controlled by us), Your Voiced Service may not be continuous, fault-free or accessible at all times.
- 2.6. When using the Voiced Service, You must be over 18 years of age to apply for the Voiced Service. Minors (under the age of 18 years) must be supervised by a parent, or other responsible adult at all times while using the Voiced Service.

Contract Term

- 2.7. We will provide, and You must acquire the Voiced Service in accordance with this CRA for the Contract Term. After the end of the Contract Term, We will continue to provide the Voiced Service until it is cancelled in accordance with our CRA.

3. Installing Voiced

Self Installation

- 3.1. We will activate the Voiced Service and will notify You of completion via the email address provided on Your Application or via SMS to the mobile number provided on Your Application.
- 3.2. You acknowledge that We may activate the Voiced Service during our predefined connection window, and that there may be a minor disruption to Your standard service during activation.
- 3.3. You will install the handset 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 to install a socket).

4. Service Charges and Billing

- 4.1. You must pay the charges for the Voiced Service set out in the Pricing Schedule and Critical Information Summary and any other charges set out in Your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 4.2. The charges for the Voiced Service will depend on the Voiced Service options selected in Your application and volume of calls made.

Billing

- 4.3. We will bill You for the charges for the Voiced Service in accordance with the billing period set out in the Pricing Schedule and selected by You in Your application, and any other terms set out in the Pricing Schedule.
- 4.4. In the first and last months of the Contract Term, We will only bill You for usage charges incurred by You during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 4.5. Your bill will be electronically mailed to the email address provided by You to us.

Commencement of Charges

- 4.6. Service charges will accrue from the date of the Voiced Service installation completion.

Payment

- 4.7. You must pay the charges for the Voiced Service:
 - (a) if You have additional Amnet services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from Your credit card or nominated bank account.
 - (b) if You have a product that accepts flexible payment methods, by credit card, automatic direct debit, direct debit BPAY, invoice or purchase order.
- 4.8. If payment by automatic debit is required, then You must pay the service charges by direct debit payment from Your credit

card or nominated bank account. If You choose to provide us with Your credit card details for the purposes of paying for the Voiced Service, We may:

- (a) charge all fees to Your credit card on a monthly basis from the applicable date defined in paragraph 4.6;
 - (b) disclose Your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (c) take steps to verify that there is sufficient credit on Your credit card account to meet likely fees; and
 - (d) charge any Break Fee payable in paragraph 5.4 to Your credit card immediately on notice of cancellation of the Service.
- 4.9. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Voiced Service by giving You at least 5 working days' notice. If Your direct debit from Your bank account payment or from Your credit card is declined for any reason We may suspend the Voiced Service by giving You at least 5 working days' notice.
 - 4.10. You must continue to pay the charges for the Voiced Service, even if:
 - (a) Hardware supplied by You (eg user supplied modem or router) is not working;
 - (b) You actively cease using the Voiced Service for any reason in circumstances where the Voiced Service is available for use; or
 - (c) the Voiced Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

Your Call Records

- 4.11. Logs of calls and other account tools are available by logging into Your member portal at www.myaccount.amnet.com.au

5. Cancellation and Suspension

Cancellation and Suspension by us

- 5.1. We may suspend or cancel the Voiced Service in accordance with clause 11 of the General Terms.
- 5.2. Our rights to suspend or cancel the Voiced Service under this paragraph, or any other paragraph of this Voiced Service Description, are in addition to our rights to suspend or cancel the Voiced Service under the General Terms of our CRA.

Cancellation and Suspension by You

- 5.3. You may cancel the Voiced Service at any time by contacting us and verifying Your identity but You may be required to pay a Break Fee in accordance with paragraph 5.4.
- 5.4. If You cancel the Voiced Service after install completion but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule and or Critical Information Summary apply. You authorise us to debit these payments to Your credit card or bank account within a reasonable time after receipt of a cancellation notice from You. We will credit any fees paid in advance by You against fees payable by You for another service supplied by us or a Related Amnet Entity to You.
- 5.5. The Voiced Service cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that We will incur.

Variations

- 5.6. You may vary a Voiced Pricing Plan by:
 - (a) completing and submitting a new online application form located on our Online Tools plan change web page or by telephoning Customer Support on and asking a customer service representative to complete the application form on Your behalf;
 - (b) if a plan change fee applies, paying the Plan Change fee as set out in the Critical Information Summary and or Pricing Schedule; and
 - (c) paying the revised charges for the varied Voiced Service (if any) from the date of completion of the variation.
- 5.7. If You vary Your Voiced Plan by using the website online tool plan change tool You are responsible for ensuring that the varied Voiced Service selected by You meets Your requirements and You accept any applicable plan change fee that may be applied.
- 5.8. If You vary Your Voiced Plan in accordance with paragraph 5.6, such variation will not affect the duration of the Contract Term.
- 5.9. We will apply any fees paid in advance by You against the fees payable for the varied Voiced Service.

6. Moving Premises

Cancellation and disconnection of the Voiced Service

- 6.1. You acknowledge and agree that the Voiced Service will be disconnected if:
 - (a) You relocate to a new address or phone number
 - (b) Your Voiced Service is cancelled.

Moving Premises

- 6.2. The Voiced Service may not be available from all locations. Accordingly, if You plan to move premises and relocate the Voiced Service to Your new address, You must make a new Application and give us at least 30 days' notice of Your new address before You move.
- 6.3. If the Voiced Service is available at Your new address:

- (a) We may accept Your Application and provide the Voiced Service at Your new address; and
 - (b) We will charge You a relocation fee for your data connection as specified in the Pricing Schedule and or Critical Information Summary.
- 6.4. If the Voiced Service is not available at Your new address and You move before the end of the Contract Term:
 - (a) the Voiced Service will be automatically cancelled 30 days after You notify us; and
 - (b) the Break Fees outlined in the Pricing Schedule and or Critical Information Summary will apply.

7. Customer Support

Fault reporting and rectification

- 7.1. If You experience a fault in respect of Your connection to the Voiced Service, You can contact customer support by telephoning or emailing us.
- 7.2. We will use reasonable endeavors to rectify the fault within 72 working hours after You report a fault to us, however, depending on the nature of the fault, rectification may take longer.

8. Warranty

- 8.1. We provide the Warranty Periods specified in Section H no extra cost, with equipment We supply to You. The Warranty Periods do not apply where You have supplied Your own equipment or other equipment. This warranty is in addition to the Consumer Guarantees.

9. Use of the Voiced Service

- 9.1. When using the Voiced Service, You must comply with:
 - (a) our Fair Use Policy, available from www.amnet.com.au/fair-use;
 - (b) terms and conditions outlined within this CRA; and
 - (c) any rules, including any acceptable use conditions, imposed by any third party whose content or services You access using the Service or whose Network Your communications traverse.
- 9.2. Any use of the Voiced Service at the Premises is Your responsibility. The terms of our CRA apply to You and also to anyone else who uses the Voiced Service (regardless of whether You give them permission to do so or not).
- 9.3. You must ensure that any hardware You use in relation to the Voiced Service is properly licensed and Australian C-Tick approved.

- 9.4. We may at any time adjust aspects of the Voiced Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored messages that are older than 90 days;
 - (c) delivering access and content via proxy servers; or
 - (d) refusing to accept incoming messages to voice mailboxes that have exceeded the storage limit.
- 9.5. You are responsible for providing any security or privacy measures for any transmission and any voice mail data stored. 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.
- 9.6. You must take reasonable steps to ensure that others do not gain unauthorised access to Your account. We recommend that You do not disclose Your password to others and that You change Your password regularly.
- 9.7. We may monitor use of the Voiced 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 Voiced, 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.

10. Your Acknowledgements

- 10.1. You acknowledge that the Voiced 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 harassing or unsolicited material accessed or received by You.
- 10.2. We do not exercise any control over, authorise or make any warranty regarding:
- (a) Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Voiced Service;
 - (b) the accuracy or completeness of any content which You may use, access or transmit using the Voiced Service including any data which We may store as part of the Voiced Service;
 - (c) the consequences of You using, accessing or transmitting any content using the Voiced Service; or
 - (d) any charges which a third party may impose on You in connection with Your use of the Voiced Service.

11. Definitions and Interpretation

11.1. In this Voiced Service Description:

Additional User means a person (other than You) whom You nominate and authorise to use the Voiced Service.

Downtime means periods of unavailability or limited availability

Monthly Service Fees means the monthly fee due to us from You for the Voiced Service, excluding Set-up Fees, Usage Fees and

Call Charges.

Pricing Schedule means Section G.

Required Equipment means:

- (a) A modem/router to supply the data component required for the Voiced service
- (b) any additional equipment that may be required for Your particular telephone requirements

Set-up Fee means a once-off initial fee for setting up the Voiced Service.

Online Tools means the customer account management area of our website accessible by using Your username and password.

Usage means the amount of calls You make.

Usage Charges means the fees payable for usage of the Voiced Service.

Voiced Pricing Plan means a pricing plan for the Voiced Service identified in the Pricing Schedule.

Voiced is a Voice over Internet Protocol (VoIP) technology that allows the end user to make voice calls over an internet connection without a traditional PSTN service.

Warranty Period means the period referred to in Section H.

SECTION F: DOMAINS

Rules of interpretation and capitalised terms used in this Domains Service Description are defined in the General Terms of our CRA or in paragraph **Error! Reference source not found.** of this Service Description.

1. About the Domains Service Description

- 1.1. This is the Domains Service Description of our CRA under which We supply Domains Services to You.
- 1.2. The General Terms set out in Section A also apply.

Domains Service Options

- 1.3. The Service comprises all of the Pricing Plans and other products within the Service range. The Domains Service features for all current Service options are described in the Pricing Schedule. Some Domains Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as "Grandfathered " or "Legacy" products, services or plans.

2. Registration and Ownership

- 2.1. We will register a domain name on a first come, first served basis in accordance with the rules and policies of our chosen naming authority, and there is no guarantee that Your preferred domain name will be registered. Your requested domain name and application details must comply with the requirements of our chosen naming authority or otherwise advised by us from time to time.
- 2.2. When requesting domain name redelegation, You warrant that You are the legal owner of the domain name and We reserve the right to require proof of ownership.
- 2.3. You agree that Your personal data relating to the domain name is to be listed in the public registry for Your domain name.
- 2.4. While all possible efforts are made to ensure there will be no disruption to mail and/or hosting services during delegation, We take no responsibility if disruption occurs.
- 2.5. If You have registered a domain name Yourself and, even though that domain name is hosted by us, You are responsible for any subsequent renewal of that domain name. We are not liable to You for any loss, cost, liability or damage incurred by You in connection with the expiry of Your domain name.
- 2.6. If You request in Your Application, and We agree, to register, renew or redelegate a domain name on Your behalf, We will notify You of the amount payable for such registration, renewal or redelegation and the due date for such payment. If We do not receive payment of such amount within 30 days of a request for payment We reserve the right to cancel the domain name and all services associated with it after providing You with 5 working days' notice.

- 2.7. Where We register a domain name on Your behalf, We will renew Your domain name on Your behalf provided that:
 - (a) the domain name is an open .au domain name that has Enetica acting as the Registrar of Record;
 - (b) the domain name is a gTLD domain name (i.e. any .com, .net, .org, .biz, or .info domain) that is listed on our Enetica reseller account; or the domain name is a co.nz domain that has been registered through Domainz Limited, and
 - (c) We have received payment of any amount due within 30 days of a request for payment in respect of such renewal.
- 2.8. For the avoidance of doubt, if Your domain name is hosted by us but does not fall into one of the categories referred to in paragraphs 2.7(a) or 2.7(b) above, We are not responsible for renewal of Your domain name.

3. Acknowledgements

- 3.1. You acknowledge that:
 - (a) the Domains 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 harassing or unsolicited material accessed or received by You; and
 - (b) We do not exercise any control over, authorise or make any warranty regarding:
 - i. Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Domains Service;
 - ii. the accuracy or completeness of any content which You may use, access or transmit using the Domains Service including any data which We may store as part of the Domains Service;
 - iii. the consequences of You using, accessing or transmitting any content using the Domains 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 Domains Service; or
 - v. the performance, results or characteristics of any Software supplied by us in connection with Domains Service.

SECTION G: PRICING SCHEDULE

1. About the Pricing Schedule

- 1.1. The **Pricing** Schedule outlines charges and costs of product and services described in Section B to I. For information on grandfathered or legacy services, please contact Amnet Support.

2. ADSL Pricing Schedule

- 2.1. There are three plan options for the stand-alone ADSL service. All plans are payable in advance. Plans include GST and are subject to change from time to time.
- 2.2. For information on grandfathered or legacy services, please contact Amnet Support. Critical Information Summary of our current plans, including data limits, contract options, total minimum costs and per GB data cost is available at <http://www.amnet.com.au/legal/cis>.

3. Naked Pricing Schedule

- 3.1. There are three plan options for the stand-alone Naked Service. All plans are payable in advance. Plans include GST and are subject to change from time to time.
- 3.2. For information on grandfathered or legacy services, please contact Amnet Support. Critical Information Summary of our current plans, including data limits, contract options, total minimum costs and per GB data cost is available from <http://www.amnet.com.au/legal/cis>.

4. Voiced Pricing Schedule

- 4.1. There is one plan option for the Voiced Service. Subscription is payable in advance and call charges are invoiced retro-actively. Plan and call rates includes GST and are subject to change from time to time.
- 4.2. For information on grandfathered or legacy services, please contact Amnet Support. Critical Information Summary of our current plan, including subscription fees and call cost, contract options and total minimum costs is available at <http://www.amnet.com.au/legal/cis>.

5. Smart Talk Pricing Schedule

- 5.1. There is one plan option for the Smart Talk Service. Monthly line rental is payable in advance and call charges are invoiced retro-actively. Monthly line rental and call rates include GST and are subject to change from time to time.
- 5.2. For information on grandfathered or legacy services, please contact Amnet Support. Critical Information Summary of our current plan, including monthly fees and call cost and total minimum costs is available at <http://www.amnet.com.au/legal/cis>.

6. Amnet NBN Pricing Schedule

- 6.1. There are 12 plan options for the Amnet NBN Service. All plans are payable in advance. Plans include GST and are subject to change from time to time.
- 6.2. Critical Information Summary of our current plans, including data limits, contract options, total minimum costs and per GB data cost is available at <http://www.amnet.com.au/legal/cis>

SECTION H: WARRANTY INFORMATION

1. How to claim under the Warranty and Your rights.

- 1.1. In order to claim under the Warranty, You should contact us on 1300 88 22 32 or via email to support@amnet.com.au, advise that You wish to claim under the warranty and answer any questions We have. We will assess whether You are eligible to claim under the Warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace Your equipment, or provide a credit.
- 1.2. If We determine that Your equipment needs to be returned, You will be sent replacement equipment and a return freight bag in which to return the faulty equipment.
- 1.3. If the faulty equipment is not returned to us, with all cables, accessories and components, within 21 days of You receiving the replacement equipment and return freight bag, You will be charged the full price for the purchase of the equipment that We sent to You, plus any shipping costs relating to the prepaid satchel that was sent to You. You will also still be charged for the original equipment and if the original equipment has already been paid for, You will not be entitled to a refund.
- 1.4. The Warranty does not apply to faults caused by any of the following non covered events:
 - (a) any equipment not supplied by us;
 - (b) any interference with or modification to the equipment or a failure to use it in accordance with instructions (for example heat and other exposures etc);
 - (c) damage caused by You or someone who has used the equipment (incorrect power supplies, non-approved attachments etc); or
 - (d) an intervening event (for example a storm or surge damage).
- 1.5. If on inspection of the returned Equipment We determine that the fault was caused by a Non Covered Event, You will be charged for the original equipment (or if the original Equipment has already been paid for, You will not be entitled to a refund) and the replacement equipment, unless:
 - (a) You have not used the replacement equipment; and
 - (b) You return it to us in its unopened packaging,**in which case, You will not be charged for the replacement equipment.**
- 1.6. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If Your Equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.
- 1.7. The benefits given to You by this Warranty are in addition to other rights and remedies You may have at law.
- 1.8. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a

replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- 1.9. This Warranty is given by Amnet Broadband Pty Ltd (ABN 38 092 472 350) of Level 22, 44 St Georges Terrace, Perth, WA. You can contact us on 1300 88 22 32 or via email to support@amnet.com.au if You have any questions regarding this warranty.

2. Warranty Periods

- 2.1. You must notify us of the fault with Your Equipment within the applicable Warranty Period (beginning from the date You purchased the equipment) as follows:
 - (a) DSL Modems: 24 months. Further warranties may be available directly from the manufacturer;
 - (b) ADSL Inline Filter/Splitter: 24 months; or
 - (c) Handsets provided with Amnet Voiced service: 24 months.

SECTION I: AMNET NBN SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in paragraph 13 of this Service Description.

1. About the Amnet NBN Service Description

- 1.1. This is the Amnet NBN Service Description of our CRA under which We supply Amnet NBN Internet access services to you.
- 1.2. The General Terms set out in Section A also apply.

Service Options

- 1.3. The Amnet NBN Service comprises of all of the Amnet NBN Pricing Plans and other products within the Amnet NBN range. The Service features for all current Service options are described in the Pricing Schedule .

2. Service requirements and restrictions

Service requirements

- 2.1. In order to receive the Amnet NBN Service:
 - (a) You must be eligible for an NBN connection to which Amnet is connected to which means that your area and premises must be NBN enabled and ready for service and Amnet is able to provide the Amnet NBN Service to your area and premises;
 - (b) you must meet all of our System Requirements; and
 - (c) you must install, or arrange for the installation of all Required Equipment.

Restrictions of Amnet NBN Service

- 2.2. The ability to initiate and sustain calls, including emergency calls using VoIP or UNI-V with your Amnet NBN Service is effected by a number of factors outside our control and we cannot guarantee that the Amnet NBN Service will always be operational. In particular the service will not be available in the event of a power failure or if there are issues with the internet access that you are using whether provided by Amnet or NBNCo. You MUST make additional arrangements if you need to be able to make telephone calls in such circumstances.
- 2.3. The use of the Voiced Service counts as internet data use on the internet access you are using and may incur charges associated with usage of that access.
- 2.4. You acknowledge that:
 - (a) Amnet NBN Service is subject to the Fair Use Policy located at www.amnet.com.au/legal/fair-use.
 - (b) You may not be able to receive the Amnet NBN Service at your location;
 - (c) We do not provide technical support for Amnet NBN Service under the following conditions:
 - i. running internal networks beyond the first PC;

- ii. running network services or providing network services to others via your service;
 - iii. running connectivity software other than that provided with the supplied router;
 - iv. Macintosh operating systems below v10.6; or
 - v. Microsoft Windows operating systems below Windows XP SP2.
- (d) We do not guarantee that any Software will be compatible with any network of machines you may route to beyond the NTD.
 - (e) 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.
 - (f) Some telecommunication services and products are not compatible with the Amnet NBN Service and may not be available to you following installation of the Amnet NBN Service. These services and products include but are not limited to PSTN handsets, fax machines, Commander phone systems, PABX, line-hunt groups and any other analogue devices.
 - (g) We do not guarantee that your connection to the Internet will achieve the theoretical maximum connection speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic, local congestion and load have an effect on the connection speed.
 - (h) We do not guarantee the availability of access to our Network.
 - (i) We will use due care and skill in providing the Amnet NBN Service in accordance with the Consumer Guarantees. However, given the nature of telecommunications systems (including Amnet NBN Service's reliance on systems and services not owned or controlled by us), We cannot promise that the Amnet NBN Service will be continuous, fault-free or accessible at all times. This does not limit your right to obtain a refund or a rebate in some circumstances.
- 2.5. The following restrictions apply to the use of the Amnet NBN Service:
 - (a) You must be over 18 years of age to apply for Amnet NBN 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 Amnet NBN Service, and We are not responsible for any Internet content that may be viewed while using the Amnet NBN Service.

Contract Term

- 2.6. We will provide, and you must acquire Amnet NBN Service, in accordance with our CRA for at least the Contract Term. After the end of the Contract Term, We will continue to provide the Amnet NBN Service until it is cancelled in accordance with our CRA.

3. Installing the Service

- 3.1. We will activate Amnet NBN by preparing the port on your NTD and will notify you of NTD configuration completion (**NTD Completion**) via the email address provided on your Application and via SMS to the mobile number provided on your Application.
- 3.2. We will deliver the hardware and or other equipment within a reasonable time after NTD Completion.
- 3.3. You acknowledge that We may activate the Service on your NTD before delivering the hardware or equipment and that there may be a minor disruption to your standard service during installation and activation of the Amnet NBN Service.
- 3.4. You will install routing devices past the NTD 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 Amnet NBN Service to the Premises (eg. electrician or licensed cabler) including any work associated to connect your equipment to the NTD.
- 3.5. If you notify us that Hardware and/or equipment supplied by Amnet is faulty, you must give us sufficient information to assess the equipment (including allowing us to test your PC to evaluate its performance). If We find that the relevant equipment 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 Hardware and/or equipment supplied by us is faulty, within warranty and needs to be returned, you may be shipped a replacement router. If the faulty router is not returned to us, with all cables and components and original packaging within 21 days of you receiving the replacement router, you may be charged the full price for the purchase of the new unit that We shipped to you.

4. Software

- 4.1. We are not able to provide support for software not supplied by us, including software downloaded from the Internet.

5. Equipment

- 5.1. We will provide you with the Required Equipment you order from us in your Application. The Required Equipment may be new or 'as new'. All risk in and title to this Required Equipment passes to you on delivery.
- 5.2. 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 Amnet NBN Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Amnet NBN Service:
 - (a) any such equipment, including wireless or standard routers must meet the requirements specified (if any)

in the "NBN" section of our "Support" web page located on our website.

- (b) the operation of the Required Equipment and any repairs to it will be your responsibility.

6. Service Charges and Billing

- 6.1. You must pay the charges for the Amnet NBN Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 6.2. The charges for the Amnet NBN Service will depend on the service options selected in your Application.

Billing

- 6.3. We will bill you for the charges for the Amnet NBN Service in accordance with the billing period set out in the Pricing Schedule and selected by you in your Application, and any other terms set out in the Pricing Schedule.
- 6.4. In the first and last months of the Contract Term, We will only bill you for usage charges incurred by you during those months, up to a maximum of the Monthly Service Fee otherwise payable for each of those months.
- 6.5. Your bill will be electronically mailed to the email address provided by you to us from time to time.

Commencement of Charges

- 6.6. Service charges will accrue from the date of NTD Completion.

Payment

- 6.7. You must pay the charges for Amnet NBN Service:
 - (a) if you have additional services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from your credit card or nominated bank account.
 - (b) if you have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order.
- 6.8. If payment by automatic debit is required, then you must pay the service charges by direct debit payment from your credit card or nominated bank account. If you choose to provide us with your credit card details for the purposes of paying for Amnet NBN Service, We may:
 - (a) charge all fees to your credit card on a monthly basis from the applicable date referred to in paragraph 6.6;
 - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;

- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees; and
 - (d) charge any Break Fee payable under the Pricing Schedule to your credit card immediately on notice of cancellation of the Amnet NBN Service.
- 6.9. If your direct debit from your bank account payment or from your credit card is declined for any reason We may suspend the Amnet NBN Service by giving you at least 5 working days' notice. If your direct debit from your bank account payment or from your credit card is declined for any reason We may suspend Amnet NBN Service by giving you at least 5 working days' notice.
- 6.10. You must continue to pay the charges for the Amnet NBN Service even if:
- (a) your computer is not working;
 - (b) you actively cease using Amnet NBN Service for any reason in circumstances where the Amnet NBN Service is available for use; or
 - (c) Amnet NBN Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

7. Monthly Usage

- 7.1. Some Amnet NBN Service Plans provide a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a monthly Billing Period (regardless of the number of days in that month).
- 7.2. Your Usage is reset to zero each month, commencing on the date you are initially billed for the Amnet NBN Service ("Billing Period"). Your amount of data Usage (measured in Megabytes or Gigabytes) applies to both Downstream and Upstream data for all plans.

Shaping

- 7.3. If your Usage exceeds the Monthly Usage Allowance for any given Billing Period, then your access to Amnet NBN will be Shaped (ie. slowed down to 256Kbps download and upload speed).
- 7.4. Your Amnet NBN Service will remain Shaped until the commencement of the next Billing Period. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Period.

Monitoring your Usage

- 7.5. 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 NBN Service is Shaped.
- 7.6. An online Usage monitoring application is provided within your member tools login to allow you to view your Usage for the current Billing Period.

Types of Usage

- 7.7. Amnet reserves 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 or applications.

- 7.8. 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.
- 7.9. 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.

8. Cancellation and Suspension

Cancellation and Suspension by us

- 8.1. We may suspend or cancel your Amnet NBN Service in accordance with our General Terms (Section A).

Cancellation and Suspension by You

- 8.2. You may cancel your Amnet NBN Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with the Amnet NBN Service Critical Information Summary (CIS).
- 8.3. If you cancel your Amnet NBN Service after NTD Completion but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule apply. You authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a Related Amnet Entity to you.
- 8.4. Amnet NBN Services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that We will incur.

Variations

- 8.5. You may vary your Amnet NBN Service Plan by:
- (a) completing and submitting an online plan change application located in your member tools, or by telephoning Customer Support on and asking a customer service representative to action the plan change on your behalf;
 - (b) if a plan change fee applies, paying the Plan Change fee as set out in the Pricing Schedule; and
 - (c) paying the revised charges for the varied Service (if any) from the date of completion of the variation.
- 8.6. If you vary your Amnet NBN Service Plan, you are responsible for ensuring that the varied Amnet NBN Plan selected by you meets your requirements.

- 8.7. If you vary your Amnet NBN Service Plan, such variation will not affect the duration of the Contract Term.
- 8.8. We will apply any fees paid in advance by you against the fees payable for the varied Amnet NBN Service. All Traffic used in the previous Billing Period will count towards the Monthly Usage Allowance applicable to the varied plan for the purposes of Shaping and/or determining whether Excess Usage Charges are payable.

9. Moving Premises

Cancellation and disconnection of your Amnet NBN Service

- 9.1. You acknowledge and agree that your Amnet NBN Service will be disconnected if:
- (a) you advise us that you have relocated to a new address;
 - (b) your Amnet NBN Service is cancelled due to non-payment; or
 - (c) Any of your network, systems, equipment is damaging, interfering with, or degrading or deteriorating the operation or performance of the Network, or the supply of products or services by Amnet to its customers.

Moving Premises

- 9.2. The Amnet NBN Service may not be available from all locations. Accordingly, if you plan to move premises and relocate Amnet NBN to your new address, you must make a new Application and give us at least 30 days notice of your new address before you move.
- 9.3. If the Amnet NBN Service is available at your new address:
- (a) We may accept your Application and provide the Amnet NBN Service at your new address; and
 - (b) We will charge you a relocation fee as specified in the Pricing Schedule.
- 9.4. If the Amnet NBN Service is not available at your new address and you move before the end of the Contract Term:
- (a) the Amnet NBN Service will be automatically cancelled 30 days after you notify us in accordance with paragraph 9.1; and
 - (b) the Break Fees referred to in the Pricing Schedule will apply.

10. Customer Support

Fault reporting and rectification

- 10.1. If you experience a fault in respect of your connection to the Amnet NBN Service, you can contact customer support by telephoning or emailing us.
- 10.2. We will use reasonable endeavors to rectify the fault within 72 working hours after you report a fault to us in accordance with paragraph 10.1. However, depending on the nature of the fault, rectification may take longer. We provide customer support for connecting the service to a single computer that meets the System Requirements.
- 10.3. We will not provide customer support for the connection of additional computers (even if you have nominated Additional

Users for the service), networking devices or local area networks.

Warranty

- 10.4. We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with equipment We supply to you. The Warranty Periods do not apply where you have supplied your own modem or other equipment. This warranty is in addition to the Consumer Guarantees.

11. Use of the Service

- 11.1. When using the Amnet NBN Service you must comply with:
- (a) our CRA, including the General Terms, and;
 - (b) our Fair Use Policy, available from www.amnet.com.au/fair-use
 - (c) any policies, procedures or reasonable instructions, including any acceptable use conditions, imposed by our suppliers, or any third party whose content or services you access using the Service or whose Network your data traverses.
- 11.2. Any use of Amnet NBN Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses your Amnet NBN Service (regardless of whether you give them permission to do so or not).
- 11.3. You must ensure that any software you use in relation to your Amnet NBN Service is properly licensed.
- 11.4. The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the router is not supported by our customer support.
- 11.5. All IP addresses provided by us for your use remain our property. Most services include a static IP address. In the instance of dynamic IP being assigned, a new IP address is allocated whenever the NTD is rebooted. Where provided, you may configure your computer or routing device to connect using a static IP address.
- 11.6. We may at any time adjust aspects of the Amnet NBN Service for security or Network management reasons, including, without limitation:
- (a) deleting transitory data that has been stored on our servers for longer than 90 days;
 - (b) deleting stored email messages that are older than 90 days;
 - (c) rejecting any incoming email messages and attachments that exceed 5 Megabytes (including encapsulation);
 - (d) delivering access and content via proxy servers;
 - (e) limiting the number of addresses to whom an outgoing email can be sent;

- (f) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (g) managing the Network to prioritise certain types of Internet traffic over others; and
 - (h) blocking or filtering specific Internet ports.
- 11.7. 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 Amnet NBN 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.
- 11.8. You must take reasonable steps to ensure that others do not gain unauthorised access to your Amnet NBN Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 11.9. We may monitor use of your Amnet NBN 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 your Amnet NBN 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.
- 11.10. Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of your Amnet NBN Service.

12. Your Acknowledgements

- 12.1. You acknowledge that:
- (a) the Amnet NBN 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 harassing or unsolicited material accessed or received by you; and
 - (b) We do not exercise any control over, authorise or make any warranty regarding:
 - i. your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Amnet NBN Service;
 - ii. the accuracy or completeness of any content which you may use, access or transmit using the Amnet NBN Service including any data which We may store as part of the Amnet NBN Service;
 - iii. the consequences of you using, accessing or transmitting any content using the Amnet NBN 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 Amnet NBN Service; or
 - v. the performance, results or characteristics of any Software supplied by us in connection with the Amnet NBN Service.

- 12.2. You consent to us disclosing any data or information regarding you or your service to third party suppliers (including NBN Co), as reasonably required by us or our third party suppliers for providing the Amnet NBN Service to you or maintaining networks related to the Amnet NBN Service.

13. Definitions and Interpretation

13.1. In this Service Description:

Additional User means a person (other than you) whom you nominate and authorize to use and make changes to the Service.

Download or Downstream means data that is inbound (i.e. incoming to your internet connection).

Down time means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Monthly Usage Allowance.

Excess Usage Charges means the fees payable for Usage over and above the Monthly Usage Allowance.

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.

High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

Monthly Service Fees means the monthly fee due to us from you for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the Amnet NBN Service Pricing Plan selected by you in your Application.

NTD means the network termination device which is supplied and installed by NBN Co.

NTD Completion has the meaning set out in clause 3.1 above.

NBN Pricing Plan means a pricing plan for the Amnet NBN Service identified in the Pricing Schedule.

Pricing Schedule means Section G.

Required Equipment means:

- (a) an Ethernet port/card or wireless adaptor to connect your router or computer to the NTD; and
- (b) any additional equipment that may be required for your particular computer and telephone requirements.

Router 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.

Set-up Fee means a once-off initial fee for setting up the Amnet NBN Service.

Shaping means, where your Usage exceeds the Monthly

Usage Allowance in any given billing month, the Download speed from the Internet will be slowed to the maximum speed applicable to the Amnet NBN Service option selected by you, as specified in the Pricing Schedule.

Software means connection Software and any other software We supply to you for use in conjunction with the Amnet NBN Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our website.

Online Tools means the customer account management area of our website accessible by using your username and password.

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.

Upload or **Upstream** means data that is outbound (i.e. outgoing from your Internet connection).

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

Usage Charges means the fees payable for usage of the service

Voiced is a Voice over Internet Protocol (VoIP) technology that allows customers to make voice telephone calls over your internet connection without a traditional PSTN telephone service.

Warranty Period means the period referred to in Section G.