

PART F2

SERVICE SPECIFIC TERMS AND CONDITIONS

PRODUCT / SERVICE: Activ8me ADSL

These are the Service Specific Term and Conditions referred to in Part F1 ("User Agreement"). The following terms have the meanings specified:

ADSL means asymmetric digital subscriber line.

Anti-Spam means an application that attempts to identify spam on the incoming mail flow for protected domain(s).

Anti-Virus means an application that attempts to identify and remove viruses on the incoming mail flow for protected domain(s).

Customer Authority means an authority given to you authorising the transfer of the DSL Service.

Customer Service Centre means the support centre provided to the Applicant by the Service Provider and contactable by telephone number 1300 739 896;

Customer Transfer Code means the ACIF Industry Code ACIF C546:2001 Customer Transfer as updated or reissued from time to time.

Dial-Up Service means a dial-up Internet access service that allows you to offer Internet services to End Users via a single national dial-up number with the prefix 0198.

DSL means digital subscriber line.

DSL Transfer means the process by which the Service Provider transfers the DSL Service as further described in the DSL Transfer Process Rules.

DSL Transfer Process Rules means the rules set out in the Service Provider's DSL transfer guide, as amended from time to time on 10 Business Days' notice, copies of which are available on the website.

DSL Transfer Request means a request by you to transfer your DSL Service, provided in the form, and containing the information, required by the Service Provider (including the requirements in the DSL Transfer Process Rules).

Electronic Customer Authorisation Guidelines means the industry guidelines titled "Electronic Customer Authorisation" issued by ACIF in May 2000 (ref. ACIF G562).

Equipment Fee means the fee for purchase of the equipment set out in Part B1;

Internet means the worldwide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol.

IP means Internet protocol.

IP Addressing Services means the provision and allocation of IP addresses, supplied by the Service Provider in accordance with this Agreement and the User Manual.

ISP means an Internet service provider.

Reversal Request means a request to reverse a DSL Transfer, provided in the form, and containing the information, required by the Service Provider (including the requirements in the DSL Transfer Process Rules).

Service Fee means the fee for receipt of the Service in accordance with this Agreement set out in Part B1;

Service Usage Charge means the excess charges set out in Part B1 and on the Website, as varied from time to time by the Service Provider;

Web Page Space Services means a defined amount of storage space supplied by the Service Provider that you may use to provide web page hosting for End Users in accordance with this Agreement and the Virtual ISP User Guide.

1. Interpretation and Acknowledgement

To the extent of any inconsistency between the provisions contained in this Part F2 and the provisions contained in the User Agreement, the termination provisions contained in this Part F2 shall prevail.

2. Condition Precedent

The Service Provider shall not be bound by the terms and conditions of this Agreement unless and until the Applicant provides the Service Provider with a signed Application Form and if required, a Customer Authority.

3. Cooling Off

The Applicant acknowledges that it has 10 days as a cooling off period from the date of execution of these terms and conditions. At the earlier of the expiration of the cooling off period or the date that the Applicant commences using the Service, it is irrevocably bound to these terms and conditions.

4. Service Provider Obligations

- (a) The Service Provider will supply to the Applicant:
 - (i) a username and password for access to the Services;
 - (ii) support of the Service (including the Customer Service Centre) throughout the Term in accordance with the Customer Service Guarantee (available on the Website);
 - (iii) the service in accordance with the STS obligations prescribed by the *Telecommunications Act 1997* (Cth) and set out in the User Guide;
 - (iv) the User Manual at the time of delivery of the Equipment;
- (b) The Service provider shall direct all complaints with the Service to the Customer Service Centre, which shall be handled in accordance with the Telecommunications Industry Ombudsman complaint handling procedures.

5. Applicant Obligations

- (a) Where the Applicant wishes to use the Dial-Up Service, the Applicant must dial 0198307074;
- (b) The Applicant shall direct all complaints first to the Customer Service Centre, however if unsatisfied with the resolution to the complaint, may refer the matter to the Telecommunications Industry Ombudsman;
- (c) The Applicant shall comply with all reasonable directions by the Service Provider with respect to access and use of the Service.
- (d) Throughout the Term, the Applicant shall comply with the Acceptable Use Policy posted on the Website.
- (e) The Applicant acknowledges that the Provider does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Service and the Service Provider shall not be held responsible in any way for any content or information accessed via the Service.
- (f) The Service Provider disclaims all or any liability for:
 - (i) access by the Applicant to any material on the Internet that the Applicant finds offensive, upsetting, defamatory or personally offensive;
 - (ii) access by the Applicant to any sites that may be illegal or pornographic;
 - (iii) any breach by the Applicant of the Acceptable Use Policy;
- (g) The Applicant shall refrain from disruptive activities which may include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, use of the service to gain unauthorised access to any other computer system, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail and the placement or transmission or storage of any defamatory or illegal material on the Internet.
- (h) The Applicant will not access, nor permit any other party to access, the Service for any purpose or activity of an illegal or fraudulent nature.
- (i) The Applicant will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the service that would infringe the intellectual property right of any person.
- (j) If a person using the Service is under 18 years of age, they must obtain permission from their parents or guardian to access the Service.

6. Service Performance and Restrictions

- (a) The Service is delivered by an underlying Internet connection, and therefore certain unplanned outages and interruptions to the Service may occur from time to time;
- (b) The Service Provider shall post on the Website any interruptions (scheduled or unscheduled) to the Service as soon as reasonably practicable upon becoming aware of the outage or requirement for an outage and the details of such outage which shall be accessible to the Applicant via username and password.
- (c) You warrant and must ensure that:
 - (i) each time you submit a DSL Transfer Request to the Service Provider:
 - (A) you have submitted a valid Customer Authority authorising the DSL Transfer (which is not more than 30 days old);
 - (B) You retain records of the Customer Authority: (A) for a minimum of 2 years from the date the Customer Authority was signed; or (B) if a dispute is still active at the expiry of the 2 years, until the dispute is resolved; or (C) as required by legislation; or (D) such longer period as may be required by the Service Provider;

- (C) You produce a copy of the Customer Authority within 2 Business Days of receiving a request from the Service Provider;
 - (D) You have used reasonable endeavours to ensure that the information in the DSL Transfer Request is correct;
 - (E) You have used reasonable endeavours to ensure that the processing of each DSL Transfer Request, at the time it is lodged, does not breach any party's contractual or other rights; and
 - (F) You have complied with your obligations under the Customer Transfer Code, the DSL Transfer Process Rules, the Electronic Customer Authorisation Guidelines and any other applicable legislation, guidelines or other industry code as amended from time to time in respect of each DSL Transfer; and
- (ii) each time you submit a Reversal Request to the Service Provider:
- (A) you have complied with your obligations under the Customer Transfer Code, the DSL Transfer Process Rules, the Electronic Customer Authorisation Guidelines and any other applicable legislation, guidelines or other industry code as amended from time to time; and
 - (B) you have the written consent of the Service Provider who had the DSL Service after the Invalid Transfer.
- (d) The Service shall at all times be supplied by the Service Provider in accordance with the data speed and download capabilities specified in the Package selected.

7. Payment

- (a) From the Acceptance Date, the Service Provider shall be entitled to direct debit from the Applicant Bank Account the Equipment Fee;
- (b) For the duration of the Term, the Applicant shall pay to the Service Provider the Service Fee and the Service Usage Charges monthly in advance. Payments are due on the monthly anniversary of the Acceptance Date and payable on the 26th day of each month or the next Business Day;
- (c) Where the Service Provider is required to make an installation other than a standard installation specified in Part B1 then the Service Provider may charge the Applicant the Service Usage Charge for additional time and materials required for such installation at applicable rates and costs notified to the Applicant prior to installation.
- (d) For data usage by the Applicant in excess of the limitation set out in part B1 for each Package, the Service Provider shall charge the applicable Service Usage Charge.
- (e) A Tax Invoice for all payments direct debited by the Service Provider pursuant to this clause 7 shall be made available to the Applicant on the Website via the Applicant's username and password.
- (f) Where the Applicant elects to have direct debits taken from a credit account, the Applicant shall be liable to pay the acquiring bank surcharge specified in Part B1[r2].

8. Equipment Purchase

- (a) Ownership of the Equipment shall remain with the Service Provider until payment of the Equipment Fee by the Applicant
- (b) The Equipment shall be delivered to the Applicant at the Applicant Location within 7 days of completion of credit approval (where applicable) or otherwise within 7 days of execution by the Applicant of this Agreement;
- (c) Risk to the Equipment passes to the Applicant at the point of delivery of the Equipment to the Applicant Location.
- (d) The Applicant shall install and connect the Equipment in accordance with the User Manual.
- (e) The Service Provider provides no warranty in respect of the Equipment other than any applicable third party manufacturers' warranty provided by the manufacturer of the Equipment.
- (f) The Applicant must not re-configure, vary, replace or repair the Equipment.
- (g) Where the Applicant contravenes clause 8(d) and/or (f), the Service Provider disclaims all liability suffered by the Applicant or any third party relating to the Equipment AND the Services.
- (h) The Applicant acknowledges that save for general support provided by the Customer Service Centre in respect of the Service generally, the Equipment is un-supported by the Service Provider.

9. Termination

- (a) Where the Applicant churns the Internet Connection to another Service Provider, this Agreement shall immediately terminate.
- (b) Where the Agreement is terminated in accordance with this clause 9, the Applicant's obligation to pay the Service Fee shall immediately cease, and the Applicant shall be refunded that portion of the advance Service Fee paid in respect of which the Service has ceased.

- (c) Where the Service Provider terminates this Agreement due to a breach by the Applicant, the Applicant shall pay to the Service Provider the fee specified in Part B1 for such termination and the Applicant agrees that such fee constitutes a reasonable pre-estimate of the Service Providers loss as a result of such termination.

10. Compliance

The terms of this Agreement shall be read subject to provisions of the Communications Alliance Industry Code C620 to the extent to which that codes applies to this Agreement.