



Terms & Conditions of Service

Parties to the Agreement:

AUS INTERNET SOLUTIONS PTY LTD (Trading As "AUS Internet" ABN 56 653 235 495)
Service Provider ("Service Provider") And

THE INDIVIDUAL OR COMPANY as the Applicant ("Applicant")

THESE TERMS AND CONDITIONS APPLY TO THE USE OF ALL PACKAGES.

Agreement to Supply NBN Co Limited Internet Service

AUS INTERNET SOLUTIONS Pty Ltd agrees to provide, as a registered Retail Service Provider for NBN Co Limited, Internet Services to the Applicant in accordance with the approved AUS INTERNET Critical Information Summary (CIS).

If you require more than one service from AUS INTERNET, then each service will be provided under the terms and conditions of the CIS for that service

We reserve the right to reject any application without providing reasons.

1. Term of Agreement

The Term of this Agreement commences on the Commencement Date for the number of months nominated in the contract. At the expiration of the initial Term, the Agreement will automatically revert to a casual month by month contract, requiring written notice to the other party of its intention to terminate the Agreement.

2. Variations

We may change our Terms & Conditions at any time and are not required to give you any prior notice unless a change is detrimental to you. In such circumstances we will notify you by email and/or SMS including a notification 30 days prior to the implementation of the change.

3. Notifications

All notifications will be sent via email to your nominated preferred email account and/or SMS



4. The Equipment

AUS INTERNET will arrange for the installation of the equipment for the Applicant with NBN Co (nbn™). AUS INTERNET through nbn™ will provide to the applicant suitable equipment to access the internet that may vary from time to time. Title of the nbn™ provided equipment remains the property of nbn™.

Should you at any time move from the premises, the nbn™ equipment must remain at the installation address.

The Network Terminating Device provides one Ethernet connection per subscribed internet service. If you wish to have Wi-Fi coverage to share the internet connection around the premises, you will require an nbn™ ready Wireless Modem or Router.

You can provide your own compatible nbn™ Wireless Modem/Router or you can purchase one from AUS INTERNET

You must provide a suitable power supply (240 volt). If using alternate power, a modified sine wave inverter and a surge protector must be used. A suitable environment must be provided for the equipment to be used for The Service.

If your equipment does not comply with all laws, directions of Regulators or AUS INTERNET's reasonable directions, AUS INTERNET may disconnect that equipment from the Service immediately in an emergency but otherwise will try to give you reasonable notice before disconnection.

You must allow only approved AUS INTERNET/ nbn™ personal or agents to service, modify, repair, and replace any of the supplied equipment.

5. Protection of nbn™ Equipment labelling

The Applicant must not, interfere with, alter, or deface any labelling, identification or trademark affixed to any AUS INTERNET/ nbn™ Equipment.

Location of nbn™ Equipment

The Applicant must, at any time and on request from AUS INTERNET or nbn™, provide the location of any nbn™ Equipment which is in the Applicant's possession or control.

Access to nbn™ Equipment

The Applicant has to: provide AUS INTERNET, nbn™, the Personnel of nbn™ the Managed Service Provider and the Personnel of the Managed Service Provider with safe and timely access to any premises owned, controlled or occupied by the Applicant at which any part of the nbn™ Network, including the nbn™ Equipment, or any other item that is owned or controlled by nbn™ or the Managed Service Provider is or will be located; and where that access is required by nbn™ to:

- supply any ordered product.
- deliver, install, connect, inspect, reposition, modify, replace, maintain, repair, service, disconnect and remove that part of the nbn™ Network, including any nbn™ Equipment, or any other items owned or controlled by nbn™ or the Managed Service Provider; and
- exercise any of its rights or perform any of its obligations under and in accordance with this Agreement, during the Term and for so long a period after the expiry or termination of this Agreement as is necessary for nbn™ to exercise its rights and perform its obligations under this Agreement,



6. Modems / Routers

You may purchase equipment from AUS INTERNET for use with the Service. The manufacturer's warranty in any such equipment and title to that equipment passes to you when you pay for it or if offered as part of a fixed term contract at the completion of that contract. Should you cancel your contract early then you will be required to pay the original purchase price for the equipment. Risk in that equipment passes to you on delivery.

Please note that AUS INTERNET will only offer full technical support for hardware provided and dispatched by AUS INTERNET. You accept this as a term of the Service.

BYO (Bring Your Own) Router

AUS INTERNET limits the extent of support for BYO users to best efforts. Due to the flexibility the service offers users, it is not feasible or practicable for AUS INTERNET to offer technical support other than best effort.

Whilst the BYO service is designed to allow users to bring their own device, under no circumstances does AUS INTERNET offer any guarantee or assurance that all BYO Devices will be compatible and function with the service provided by AUS INTERNET.

Support available through BYO is at a network level only, where although we may attempt to assist you in configuring your device, we are only responsible for providing required information to get your device connected to our service.

7. Support

AUS INTERNET will provide ongoing support to the applicant by providing reasonable technical and operation advice and assistance when requested on AUS INTERNET's support number 07 4222-1111 or by email to support@ausinternet.com.au

Support is limited to basic configuration of your modem/router to connect you to the service or assisting with faults.

8. Speed

All speeds that have been quoted for nbn™ plans are the theoretical access speeds. This means that your plan will allow your connection to reach a maximum possible download and upload speed, for example, 100mbps/40mbps for a Fibre connection. This does not however guarantee that the devices in your home will be able to achieve the quoted speed, as the theoretical speed only refers to the speed of the overall connection that is provisioned to your service. Speeds for customers will be dependent on nbn™ technology type, your location, signal strength, volume of traffic through the network, your equipment, software and download source. If you're using Wi-Fi to connect devices to the service you should not expect your actual speed to be at or near the theoretical maximum, as there are many circumstances that may cause interference or in-stability of your Wi-Fi network.

While we will always make sure that you are getting the most out of your nbn™ connection, we are unable to guarantee that you will always receive the full speeds of your plan. In the case of Fibre to the Node (FTTN) services, if your selected plan speed is not achievable on your line, we reserve the right to reduce your plan to one that is.

9. Warranties

Subject to the *Trade Practices Act 1974*, nbn™ as the owner of the equipment will maintain and repair their equipment including the Network Terminating Device (NTD) which may be installed at the Applicants premises.



Subject to the *Trade Practices Act 1974*, AUS INTERNET provides a 12-month Warranty Period on any ancillary associated equipment purchased separately by you, from AUS INTERNET. If you notify AUS INTERNET of a fault within the Warranty Period, and you return the equipment to AUS INTERNET, AUS INTERNET will repair or replace the equipment at no cost to you (other than your cost of returning any equipment to us).

AUS INTERNET as NBNCo Limited's agent will charge you for the repair or replacement if the fault was caused by

1. any non AUS INTERNET/ nbn™ equipment (such as your computer);
2. any interference with or modification to the modem or other equipment or a failure to use it in accordance with instructions.
3. power surge, lightning, or any other circumstance beyond nbn™ control; or
4. Misuse or vandalism of any of the equipment, including but not limited to, using the Modem on a generator without a surge protector or UPS, leaving the modem in place where it can damage by the elements, moisture, dust or excessive heat.

After the expiry of any Warranty Period, the operation of the ancillary associated hardware, and any repairs to it, will be your responsibility. If you request AUS INTERNET to repair or replace your AUS INTERNET supplied ancillary associated equipment, AUS INTERNET will charge you a fee for such repair or replacement.

10. Maintenance

AUS INTERNET will try to conduct Scheduled Maintenance on the AUS INTERNET Network outside normal business hours (Australian Eastern Standard Time) but may not always be able to do so.

AUS INTERNET is not responsible for rectifying any fault in the Service that arises in or is caused by a Supplier Network, your equipment or other equipment or facilities beyond the boundary of the AUS INTERNET Network.

11. Maintenance and faults

AUS INTERNET on behalf of nbn™ will use reasonable endeavours to notify the Applicant in advance of any scheduled nbn™ Maintenance that may cause service

Notwithstanding this clause nbn™ may interrupt or suspend the supply of Internet Products to perform nbn™ Maintenance without obtaining the consent of or notifying the Applicant

The customer must promptly notify AUS INTERNET of any faults with their nbn™ service, should a fault be identified.

We aim to provide a reliable service, but do not guarantee we are fault free. When a fault does occur, within our controllable network we will rectify it as quickly and efficiently as possible. AUS INTERNET does not offer any guarantees for faults that occur outside of the AUS INTERNET network. We will however where practical send you a notice via SMS whenever there is a fault or known nbn™ outage that may be affecting your service, or services in your area.

AUS INTERNET residential grade internet services do NOT offer any Service Level Agreement. Meaning that restoration of any faults is subject to availability of a nbn™ technician. Where a fault is deemed to have caused excessive downtime, you may lodge a request for reimbursement of this downtime. Requests must be made in writing and no later than 7 days following the restoration of a fault. This is however NOT a guarantee of reimbursement offered.



12. Return of Goods

Should the Applicant order ancillary equipment in error, and they do not require the equipment, the Applicant can return the goods, unopened, in original packaging and in new condition within 7 days from receipt of the goods to receive a refund for the cost of the equipment (less postage and handling)

13. Service Costs & Cost of Recovery

You must pay the charges for The Service and any additional charges set out in the Application and in accordance with any applicable provisions of the Service Description. Charges for the Service accrue from the Commencement date that nbn advise us that your service is active.

You (as the debtor) shall pay for all costs actually incurred by AUS INTERNET in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify AUS INTERNET. These costs include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

14. Privacy Policy

AUS INTERNET will not disclose any of your personal information other than outlined in our Privacy Policy without your express permission and will not sell private information to other parties. You may request information we hold about you in writing any time. Such requests will be handled in accordance with the Freedom of Information Act 2000.

15. Confidentiality

AUS INTERNET and you each agree to keep confidential the other's confidential information to the extent that the disclosure is required by law or government authority or for any purpose, other than to the extent necessary to perform its obligations or exercise its rights under the Agreement.

16. Application Processing

The Applicant agrees that for the purpose of processing the Applications, the Service Provider may exchange information and conduct a credit check with an authorised credit reporting agency to obtain information on the credit record of the Applicant or any associated person ("Credit Record") and may request such other information, assistance or requirement as the Service Provider may believe is necessary for approving certain types applications.

17. Appointments

For the purposes of the Service, the Service Provider may from time to time appoint other persons or entities to manage or carry out certain parts of the Service on its behalf and may remove or replace any persons or entities so appointed.

18. Bank Authorities

The Applicant will provide the Service Provider with all bank authorities as the Service Provider may reasonably require for the operation of the Service.



19. Payment

For the duration of the Term, the Applicant shall pay to AUS INTERNET the Service Fee monthly in advance. Payments are due on your designated billing date. Payments may be by Direct Debit from the Applicants nominated bank account, Visa or Mastercard credit card (a 2.2% merchant surcharge applies for all credit card payments – charged as an addition to your bill amount by our merchant provider), or you may also elect to pay by EFT directly into our nominated bank account. For customers receiving an eligible Centrelink benefit, we also offer fortnightly deductions from your payments via Centrepay.

Your first bill may include a pro rata payment to align with a universal designated billing date. All billing is based on Calendar month cycles. Bills are issued monthly in advance on the 21st day of the month, and due on the 28th day of the month allowing you 8 days to satisfy payment to us

If you fail to make your payment by the due date or your financial institution fails to honour your payment, you must pay the amount owing directly to AUS INTERNET immediately upon request. A late fee of \$15.00 may be applied.

AUS Internet reserves the right to suspend services that are not paid in accordance with due dates of any bills or reminder notices issued. Services that are suspended will attract a fee of \$20.00 service fee to be reactivated. Reactivation may take up to 24hrs.

AUS INTERNET may re-issue any invoice if any error is later discovered. If you have overpaid because of a billing error, you or your account will be issued with a credit note, that will be applied to your account after your next bill after it is issued.

20. Billing Disputes

If you choose to dispute an amount billed by AUS INTERNET it must be in accordance with this clause:

If you raise a valid billing dispute in respect of or part of an AUS INTERNET invoice, you agree that the remainder of the bill is valid and payable, and you must pay any undisputed amount as per the terms of service.

You may only make a claim if you have raised a valid billing dispute by making a written request to AUS INTERNET within 28 days of the date of the relevant invoice to billing@ausinternet.com.au.

If following investigations, it is found that the charges are not incorrect you will pay any outstanding amount within five business days.

21. Electronic Versions

The Parties agree that a validly executed email copy of the Agreement or part thereof is accepted as a valid original.

22. Authority to Sign

The Applicant warrants to the Service Provider that it has the necessary corporate power and has obtained all necessary consents to enable it to enter and carry out its obligations under this Agreement; the entry into or performance of this Agreement does not constitute a breach of its Constitution or any of its contractual documents; this Agreement creates legal, valid and binding obligations on the Applicant enforceable in accordance with this Agreement

The Applicant may not assign or purport to assign any of its rights and obligations under this Agreement, except in the event of a sale of business, without the prior written consent of the Service Provider.



23. Intellectual Property

The Applicant agrees that there is no assignment of Intellectual Property rights in the Services, operation manuals, users manuals, equipment, advertising, promotional materials, communications systems, software, database, accounting management systems, and know-how which are made available pursuant to this Agreement, and arrangements, agreements, and relationships between the various Participants

24. Logos and Trademarks Logos

The Applicant must not claim any right in or to the logos of the Service Provider or the Network Providers or business partners of the Service Provider in any manner.

25. Trademarks

The Applicant must not

1. Attempt to register or reserve for registration any trademarks like trademarks registered, reserved for registration, or owned by the Service Provider or a Network Provider, including those contained in any promotional material provided to the Applicant in accordance with this agreement or which the Applicant is otherwise permitted to use ("Trademarks")
2. Dispute the Service Provider or a Network Provider's ownership of its Trademarks.
3. Intentionally or deliberately reduce the value of the goodwill attached to the Trademarks.
4. Incorporate part of the Trademarks into an Applicant trademark.
5. Use or display Trademarks in relation to goods or services which are not associated with that of the Service Provider or Network Provider.
6. Use a Trademark in any way not authorised by agreement or in authorised written notices from the Network Provider or the Service Provider; or
7. Assist or permit another person to do any of the

26. Governing Law and Jurisdiction

This Agreement will be governed by and be construed in accordance with the laws of New South Wales, Australia, and the parties agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.



27. Internet Obligations

The Applicant shall comply with all reasonable directions by the Service Provider with respect to access and use of the Service in accordance with our Acceptable Use Policy, or any restrictions imposed by nbn™ as part of their Fair Use Policy that they may change from time to time.

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, except for limiting file sharing services through the Service and the Service Provider shall not be held responsible in any way for any content or information accessed via the Service.

The Service Provider disclaims all or any liability for:

1. access by the Applicant to any material on the Internet that the Applicant finds offensive, upsetting, defamatory or personally offensive.
2. access by the Applicant to any sites that may be illegal or contain exploitive pornographic content.
3. access by the Applicant to any material that is subject to copyright laws

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.

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.

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

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, and such parent or guardian assumes responsibility for actions of the person

The Applicant must immediately comply with AUS INTERNET's request to stop doing something which AUS INTERNET reasonably believes is contrary to the clauses under Internet Obligations

28. Right to Suspend or Cancel

AUS INTERNET may, without liability, immediately cancel, suspend, or downgrade the service(s) at any time if:

1. there is an emergency (for example, in the event of a failure in any part of the AUS INTERNET network, there may not be sufficient capacity to restore all AUS INTERNET customers, in which case, AUS INTERNET may cancel the service or one or more individual services);
2. doing so is necessary to allow AUS INTERNET or a Supplier to repair, maintain or service any part of the AUS INTERNET Network or a Supplier Network used to supply the service or the individual service;



3. You breach your obligations relating to your internet obligations or otherwise misuse either the service or an individual service;
4. AUS INTERNET reasonably believes there has been an unusually high use of either the service or an individual service as determined by nbn Fair Usage Policy from time to time;
5. Any amount owing to any AUS INTERNET is not paid by its due date;
6. AUS INTERNET is required to do so to comply with an order, instruction or request of a Regulator, an emergency services organisation, or any other competent authority;
7. A Supplier terminates its agreement with AUS INTERNET, or ceases to supply services to AUS INTERNET, and AUS INTERNET is not able to provide either the Service or an Individual Service using services supplied to AUS INTERNET by an alternate Supplier on terms reasonably acceptable to AUS INTERNET;
8. You suffer an Insolvency Event;
9. AUS INTERNET may immediately suspend, limit, or cancel your service if you abuse or harass our staff or our contractors in the conduct of their duties, or if you threaten to harm, attempt to harm or cause actual harm to any of our staff, our contractors or property.

29. Consequences of Cancellation

If the Service or an Individual Service is cancelled by the Applicant during the Committed Term, then the Applicant must pay to AUS INTERNET monies owed for the remainder of the Committed Term. Where a service does not form part of a term, then all services are subject to 30 days' notice being required in writing of your intention cancellation to cancel service(s). Such notice shall be sent to sales@ausinternet.com.au. Any outstanding charges, early termination or cancellation fees will be processed upon the cancellation date, or otherwise immediately upon cancellation of service where you failed to provide 30 days' notice to us. Refunds do not apply for services cancelled by you where you have not provided 30 days' notice to us. Where your service is cancelled due to a breach of these terms and conditions, the same cancellation notice period and refund policy applies.

30. IP / VoIP Phone

AUS INTERNET provides and supports IP / VoIP Phone Services, however, does not offer priority assistance for such services. If you have any conditions that require priority assistance, you should consider whether a VoIP service is suited to you.

IP / VoIP services are not guaranteed to provide access to emergency services (Triple Zero), nor will any IP / VoIP service operate during a power failure, service fault or internet outage.

31. Definitions in this document

"Agreement/Contract" means the forms supplied to and completed by the applicant for the supply of equipment and the provision of Internet services by the Service Provider



“Anytime Data Allowance” means the Monthly Data Allowance that can be used by a customer at any time of day during each calendar month.

“Business Day” means a day that is not a Saturday, Sunday, bank holiday or public holiday in Queensland.

“Commencement Date” means the date that the applicant has received the goods and had connection to the internet approved by the Service Provider.

“Data Allowance” means the amount of data (encompassing both uploads and downloads) that is provided in accordance with your selected Service Option.

“Data Speed” means the speed at which data bits, comprising both protocol headers and data payload, are carried by an Individual Service.

“Data Usage” means the amount of data (measured in MB) that has been downloaded to or from your modem in any given month.

“Equipment” means the physical equipment delivered to the applicant

“Fair Usage Policy” means the rules that determine fair usage of the service provided to the user over the nbn™ network, which is subject to change from time to time, as determined by nbn™

“GST” has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999 (as amended)*

“Payment Obligation” means all monies payable by the applicant under the contract and the terms and conditions.

“PIN” means personal identification number or letters supplied by the Service Provider to the Applicant to enable the Applicant to activate the system and obtain delivery of the Services from the Service Provider.

“Monthly Charges” means the monthly recurring charges listed as Monthly Charges in the Application, which may include items such as bandwidth, data allowance, Internet access and/or Maintenance.

“Monthly Data Allowance” means the amount of maximum data usage (encompassing both uploaded and downloaded data) that can be used during each calendar month as selected by the Applicant when entering into the Agreement or as modified from time-to-time. Data is measured in MBs.

“One Off Charges” means the charges listed as one-off charges in the Agreement

“Off Peak Data Allowance” (Satellite Services) means that portion of Monthly Data Allowance that can be used by a customer during each calendar month in off-peak times (1:00 AM to 7:00 AM Eastern Standard Time) as selected by the Customer when entering into the Agreement or as modified from time-to-time.

“Peak Data Allowance” (Satellite Services) means that portion of Monthly Data Allowance that can be used by a customer during each calendar month in peak times (7:00am to 1:00 AM Eastern Standard Time) as selected by the Customer when entering into the Agreement or as modified from time-to-time.

“Shaping” means a reduction in Service Option speed to once your Monthly Data Allowance is reached. Your Service speed will revert to your original Service Option upon your commencement anniversary date.



“Suspend” or “Suspension” means the disabling of access to the service for a period of time as deemed necessary in accordance with these terms and conditions.

“User Manual” means a document that teaches the applicant the procedural requirements to use the Services and provides instructions and processing of various transactions, as amended, and republished by the Service Provider from time to time.

“Website” means the site on the World Wide Web operated by the Service Provider in connection with the Service – www.ausinternet.com.au

32. Contacting AUS Internet

Questions, feedback or complaints relating to your service may be directed to AUS INTERNET either by phone, email, or surface mail.

Phone : 07 4222-1111

Email : sales@ausinternet.com.au

Mail : 5 Douglas Track, Speewah, QLD 4881