

Customer terms and conditions

v2 – Effective August 2024

1. Overview

- 1.1 This document is known as AUS Internet’s service terms and conditions applies to all services provided by us and is otherwise referred to as the Agreement.
- 1.2 For this document, the terms AUS Internet, We, Us or Our refers to AUS Internet Solutions Pty Ltd. The terms You, your, the applicant or the customer refers to the authorised account holder or the person responsible for the ordering and/or payment of the service provided.
- 1.3 When you arrange for the connection of a service to be provided by us to you, you accept and agree to these terms and conditions, which becomes an Agreement between you and us.
- 1.4 Services you purchase from us will be subject to individual service specifics known as our Critical Information Summaries (CIS), which provide detailed information about individual services, and may contain special conditions in addition to these terms and conditions.
- 1.5 In the event of any inconsistency between two documents, this document shall prevail.

2. Commencement of this document

- 2.1 The commencement of this Agreement is established when you acquire a service from us. The terms of this Agreement will remain in place until such time as the service is terminated in accordance with these terms and conditions or until such time as we notify you of a change in the terms and conditions.

3. About us

- 3.1 We are formally known as AUS Internet Solutions Pty Ltd, which is a registered Australian company – ACN: 653 235 495 trading as AUS Internet ABN: 56 653 235 495.
- 3.2 Our website is www.ausinternet.com.au
- 3.3 Our Postal Address is 5 Douglas Track, Speewah, QLD 4881
- 3.4 Our primary customer contact service number is 07 4222-1111

4. Supply of Service

- 4.1 This document sets out the terms and conditions on which we will supply a service to you.
- 4.2 You must satisfy our service eligibility criteria to acquire a service from us.
- 4.3 We are reliant on the information you provide to us to provide a service to you. If we determine or suspect that the information provided to us is incorrect, falsified, or otherwise inconsistent, then we may elect to not provide a service to you, and we are not required to provide you a reason why.

4.4 We may terminate a service in accordance with these terms and conditions if we believe that you have failed to comply with the terms and conditions of the supply of a service to you.

5. Term of Service

- 5.1 Unless otherwise specified, all services are subject to a minimum connection term of 1 calendar month.
- 5.2 Where a minimum connection term of more than 1 month is specified, we will continue to provide you a service after this term on a month-to-month basis until you terminate the service, or we cease to make the service available to you in accordance with our termination clause.

6. Ordering or connecting a service

- 6.1 Your order must be placed using our online order portal. This is to ensure consistency in the information you provide to us. In the event of being unable to access this portal, or requiring additional assistance in completing your order, our sales team will assist by placing your order via the online portal on your behalf.
- 6.2 Once we accept your order, we will use best effort strategy to connect your service within a reasonable timeframe. Orders are typically processed within 24hrs of being submitted, however the actual provisioning of your order will be subject to several external factors which we will not be accountable for.
- 6.3 Connection requirements of your service will vary based on technology classification of the premises being connected, whether your premises is already or has previously been connected, and whether a technician is required to attend your premises to complete a connection order. Any timeframe we provide to you about the provisioning of your order shall be used as a guide only, and not a guarantee of a connection timeframe.
- 6.4 Orders may take additional time to be provisioned, particularly where:
- a) We are transferring your service from another provider, and are waiting for them to release the service; or
 - b) We need to arrange for the installation of equipment at your premises; or
 - c) Our wholesale carrier needs to undertake network augmentation to facilitate your connection; or
 - d) Infrastructure or services at your premises require modification or updating by our Wholesale Carrier; or
 - e) Your premises is in a regional, rural or remote area and attendance is required by our Wholesale Carrier; or
 - f) Other factors that contribute to your order which are outside of our reasonable control.
- 6.5 Where advised, your order may incur a once-off connection fee or service transfer fee. We may request that where a fee is applicable that this is paid advance prior to the placement of your order to our Wholesale Carrier.
- 6.6 Should you wish to cancel your order you may do so provided a service has not yet been connected to your premises. We will refund to you any connection charges associated with your order if your order has not yet been connected, and provided we are able to cancel your order with our wholesale carrier. Once a service has however been connected or reached 'the point of no return', the minimum term associated to your service will apply, in addition to any connection charges applicable to your order.
- 6.7 Services offered, are priced based on including a standard connection or installation. If in the event your connection is identified as a non-standard connection required, we, or our wholesale carrier may need to install additional cabling, equipment or infrastructure at or adjacent to your premises which may incur costs on your behalf. In any such scenario you will be provided notification in advance if costs are likely to be incurred and you may elect to cancel your order without any cost to you.

- 6.8 Some aspects of a connection may fall outside of our Wholesale Carrier's network boundary. Examples of this may include but are not limited to premises that are connected to a common MDF (Main Distribution Frame) or may form part of existing infrastructure originating from another premises on the same property. In such cases we may only be able to facilitate a connection to the point of the Wholesale Carrier's network boundary. Any cost of facilitating internal wiring or cabling from such boundary is the responsibility of the customer and depending on your state or territory legislation may need to be carried out by a licensed cabling contractor.

7. Purpose of Use

- 7.1 You must always ensure:
- a) the service is not used for the purpose of illegal or fraudulent activity; and
 - b) the service is not used to transmit, publish, or communicate any material that is deemed to be defamatory, offensive, indecent, abusive, or otherwise would be considered spam; and
 - c) activities conducted using the service do not interfere with or disrupt the performance of our network or that of our Wholesale Carrier; and
 - d) you do not download or distribute copyrighted content without the permission of the copyright holder; and
 - e) you do not engage in any activity that may cause any harm, loss or detriment to AUS Internet or our Wholesale Carrier
- 7.2 Your service may be suspended or terminated without prior notification to you if any instance of section 7.1 is detected.
- 7.3 You are responsible for all activity that is conducted online via your service
- 7.4 Services provided to you must not be re-sold or distributed publicly without our consent

8. Priority Assistance

- 8.1 We do not offer any priority assistance on products or services that are supplied.

9. Support

- 9.1 Support is available by contacting us either by telephone, email or via our official Social Media chat platforms.
- 9.2 Phone support is offered during normal operation hours which are displayed on our website. Times may vary subject to seasonal holidays or special events.
- 9.3 Email support is available 24/7, however responses outside of normal operation hours are best-effort and will be treated on a prioritised case-by-case basis. We will not guarantee a response outside of normal operation hours.
- 9.4 Chat support is available during normal operation hours; however, we do not prioritise chat-based support and encourage you to contact us via telephone or email if you require a faster response.
- 9.5 Support is available to you to assist in getting connected to the service or assist you in fault finding and troubleshooting of your service where you are unable to connect to the service.

- 9.6 You must notify us immediately of becoming aware of a fault with your service, so we can follow the necessary steps to having your service restored.
- 9.7 Where a fault has been raised with us by you, we will use best effort practice to troubleshoot your service fault to minimise downtime of your service, however we cannot guarantee that we can remedy your fault by troubleshooting only. Where a fault is deemed to require escalation to our wholesale carrier, additional troubleshooting may be required in accordance with the requirements advised by our wholesale carrier. You agree to assist with the necessary troubleshooting as reasonably practical to aid in the prompt remedy of your service fault. Where a fault owing to our wholesale carrier, their network path to you, or their equipment is identified, our wholesale carrier may elect to dispatch a field technician to attend your premises in accordance with the provisions of clause 10.4
- 9.8 Our support is limited to the primary device connected to your service such as your modem or router. We do not provide support for your personal equipment such as your PC's, or other customer side equipment.

10. Maintenance & Faults

- 10.1 We will use reasonable endeavours to notify you in advance of any scheduled maintenance that is to be carried out by us or by our Wholesale Carrier in line with notifications we receive. However, we do not guarantee that notices will be sent for all planned or unplanned outages that occur outside of our network.
- 10.2 Our wholesale carrier may at any time interrupt your service without us needing to obtain consent from you.
- 10.3 We are not responsible for any maintenance of, or the restoration of any fault owing to infrastructure or equipment that belongs to our wholesale carrier or other third party. We will also not be held liable for any losses incurred by you owing to loss of service that occurs from a fault, maintenance or force majeure event that occurs on such infrastructure or otherwise directly affecting such infrastructure.
- 10.4 Residential grade services offer no Service Level Agreement (SLA) for the remedy or rectification of a fault, and response times of our Wholesale Carriers delivery partners will vary based on several factors which may include, but are not limited to; the type of fault being experienced, external factors which may be contributing to the fault, known outages that are external to our or our wholesale partner's network, your premises location being either urban, regional, rural or isolated, and dependant on what access is available to your premises. All response times are deemed to be 'Best-Effort'. If you have a business grade service with us your fault will be remedied within SLA where reasonably possible, and subject to the provisions under the terms of that SLA. If your fault is not remedied within SLA, then you may be entitled to compensation under the terms of the SLA.
- 10.5 We or our wholesale carrier are not responsible where a restoration of a fault is delayed if you cancel, reschedule or are otherwise are not available for an appointment issued by our wholesale carrier of their delivery partners to attend your premises to investigate and restore a fault with your service.

11. Equipment & Hardware

- 11.1 Any equipment installed at your premises or provided to you for the purpose of connecting to the service is the property of the respective wholesale carrier. You must not tamper with, remove or interfere with this equipment in any way. Such equipment may only be modified or removed by an authorised person of the wholesale carrier.
- 11.2 You must not remove any labels or identifying markings from any equipment installed at your premises

- 11.3 If you have purchased hardware from us such as a modem or router as part of your order, or after connection of your service, then this hardware belongs to you once we have received payment for such hardware from you full. You do not need to return any hardware to us if you choose to terminate your service; except where the hardware provided to you is leased or under any special terms that accompany your service.
- 11.4 Any hardware purchased from us will be covered by a limited 12-month warranty period. In the event of a suspected hardware failure, you must contact our support team to troubleshoot. If suspected to be faulty, we will arrange for the return this item to us for inspection & testing. We will replace your item with the same, or equivalent hardware item once we confirm the hardware to be impacted by a manufacturing fault, defect or other warrantable failure. Replacement hardware may also be repaired or replaced with a refurbished equivalent or similar item at our discretion. If a returned item is found not faulty such item will be returned to you, and a postage fee may be charged.
- 11.5 We are not responsible for any losses or damage caused by or resulting from any equipment installed by our wholesale carrier at your premises. We are also not liable for any fault or losses caused by or attributed to any failure of equipment owned by our wholesale carrier.

12. Billing & Payment Terms

- 12.1 Billing of your service commences on the day upon which we are notified by our wholesale carrier that your service connection order is completed. You will receive your initial bill typically within 72hrs of your service connection being completed.
- 12.2 Except where otherwise stated, billing is based on a calendar month-to-month cycle, where each period commences on the first day of each calendar month and ends on the last day of the same calendar month.
- 12.3 Your initial invoice will represent charges for the remaining days of the month in which your service is connected. If your initial service invoice is issued on or after the 21st day of the month, you may also be charged for the following month in advance. Your initial invoice may also include charges for equipment you have purchased as part of your order in addition to any applicable connection charges not billed prior to your connection.
- 12.4 All invoices following your initial invoice are issued on the 21st day of the month and represent the following month in advance. Payment of your ongoing monthly invoices are due on the 28th day of the same month. (E.g. Your September service invoice is issued on August 21st, and payment is due on August 28th).
- 12.5 Where you elect to connect multiple or subsequent services, which activate on different dates, these services will be individually billed initially and aligned on a single invoice at the next occurring normal billing cycle unless you advise us that you wish to have services billed individually.
- 12.6 You are responsible for ensuring that payment of your monthly invoice is made on time in accordance with these terms and the terms stated on your invoice.
- 12.7 We may elect to impose service restrictions or suspensions where you fail to comply with payment terms of your service invoice. Subsequently failing to remedy any payment default of a restricted or suspended service may result in your service being terminated in accordance with Clause 14.8 of this Agreement.

- 12.8 Payment of your invoices may be made by credit or debit card, or by way of automatic direct debit from your bank account. Where electing to pay by credit card or with debit card, merchant surcharges will apply which will be advised to you at the time of transaction. No surcharge applies for automatic direct debit from your bank account; however, you must ensure adequate funds are available for direct debit to take place. Your account will be debited on the due date shown on your invoice. If the due date falls on a Saturday, Sunday or national public holiday, this debit will be taken on the next business day. Any failure of payment or refusal of your bank releasing payment to us will result in a dishonour fee incurred. We shall not be liable for any additional charges incurred by you owing to a dishonoured payment.
- 12.9 Customers electing not to pay by credit card or direct debit may be requested to pay for service charges up to 6 or 12 months in advance. This may also apply if you have infringed on your payment terms with us on multiple occasions, however, wish to remain connected with us, and we agree to keep you connected.
- 12.10 Customers receiving an eligible Centrelink benefit may elect to have their service charges automatically deducted from their fortnightly Centrelink payment. Such deductions will be 50% of the normal monthly service fee each fortnight. Centrelink Centrepay is subject to prior approval. Payments commence from your next fortnightly payment following service connection.
- 12.11 If you identify an error in your billing or have an enquiry about charges that appear on your invoice, we kindly ask that you contact our billing team as soon as practical so we can assist with your enquiry promptly and rectify any errors that may have occurred.
- 12.12 If we identify an error where we have overcharged you, we will re-imburse the overcharges to you in the form of a credit note to be applied against future invoices. If we identify a billing error where we have failed to charge you correctly for a service and have subsequently under-charged you, we reserve the right to request payment for the amount owed to us after calculating the correct charges. Such payment will be due payable within 14 days of us notifying you of the discovery of the error. In certain circumstances we may elect to offer a payment plan.
- 12.13 All monthly invoices will be sent electronically to you via email to the email address you provided to us upon ordering your service.
- 12.14 We may change or alter the cost of our services at any-time providing you with at least 30 days' notice of such change. Where a change in cost results in an increase of the monthly service charge, you may elect to cancel your service without penalty to you subject to the provisions of Section 14.
- 12.15 If you have an outstanding invoice with us, and you do not make remedy of such outstanding invoice within 30 days of the original due date, we may at our discretion commence recovery action against you.
- 12.16 Pursuant to clause 12.15, you as the debtor shall pay for all costs actually incurred by us in the recovery of any monies owed under this Agreement. You agree to be liable for and indemnify us for any costs that include recovery agent costs, repossession costs, location and search costs, process server and solicitor costs, debt collection commission and legal fees.

13. Goods and Services Tax (GST)

- 13.1 Unless it is otherwise stated, all charges applicable to your service with us is subject to and will be inclusive of GST pursuant to the provisions of the 'A new Tax System (Goods and Services Tax) Act 1999'.

14. Termination

- 14.1 You may terminate your service at any time by providing us with written notification of your termination request by email to billing@ausinternet.com.au, and specifying the date upon which you wish to terminate your service. Your request must include the full name of the account holder and the address of the service. We will acknowledge your request by way of written reply during normal operation hours and terminate your service accordingly on the day specified or the following business day if the requested date falls on a weekend or public holiday. If you do not provide a termination date, we shall assume the request is for immediate termination.
- 14.2 If you are transferring your service to another service provider (churn), your service billing will terminate once we have received notification that your churn request has been completed by the wholesale carrier.
- 14.3 You agree that upon termination of your service either by way of providing a termination date to us, or churning your service to another provider, that you will forfeit any pro-rata amount you have paid for the remaining period of the month in which your service is terminated.
- 14.4 For clarity, the termination date is the last day upon which your service is connected to us. If this falls on a Weekend or Public Holiday this day is then deemed to be the next business day. If the termination day is after the start of a new calendar month, charges for the full calendar month shall still apply.
- 14.5 If your service forms part of a minimum term, you must pay the remainder of this term or associated early termination charge as specified in the Critical Information Summary in accordance with the terms of your final invoice.
- 14.6 If you cancel a service that is part of a bundle, your cancellation may also cancel other components of your bundled services. We recommend that you contact us prior to cancelling any bundled services.
- 14.7 If you terminate your service, and you have an outstanding debt with us, you must pay the amount outstanding within 14 days.
- 14.8 We may elect to terminate your service at our discretion for, but not limited to the following:
- a) You fail to satisfy the required payment for your service after we have requested you to do so; or
 - b) We believe you have provided us false information about your identity; or
 - c) In our opinion that your use of the service is causing degradation to our network or other users; or
 - b) You are consistently in breach of our, or our wholesale carrier's Fair Use Policy; or
 - c) You have been served at least 3 or more warning notices in relation to copyright infringement; or
 - d) We reasonably believe that your use of the service violates the terms and conditions of this Agreement; or
 - e) You are abusive toward our staff, either verbally or in writing; or
 - f) You, being a company appoint or take steps to appoint a receiver, liquidator or administrator; or
 - g) You, being an individual or trading as a partnership become bankrupt or insolvent; or
 - h) We are unable to provide you with a service in accordance with the service description; or
 - i) We are unable to remedy a fault outside of our network or outside of our control; or
 - j) Any other reason we believe may be or likely to cause a breach of the Agreement.
- 14.9 If we elect to terminate your service due to non-payment of your service fee; and you failed to provide us with any prior notice of your intention to terminate your service, you must pay to us any outstanding service charges for the current billing period in full, prior to us reconnecting your service. In addition, if we agree to reconnect your service following termination, a reconnection administration fee of \$27.50 may apply. Where a service is terminated by us at least 3 times within any 12-month period, we may elect to not reconnect your service.

15. Relocation of Service / Move Premises

- 15.1 In the event you wish to relocate your service to another address, we request that you provide us with at least 14 days' notice of your intention in doing so to minimise any potential disruption between service locations. Where we can provide a service to you, we will advise you of the service technology and plans available, and we will arrange for the connection to take place on the day you wish the relocation to take place subject to the new location being ready to connect. A simple terminate and connect process will take place and billing will be adjusted accordingly.
- 15.2 In the event your new location requires a new connection or service installation to take place we will treat this as a new order, and endeavour to facilitate a connection in accordance with the provisions of section 6 of this Agreement. If your service at your current location requires termination prior to the connection of your new location however you have placed an order for your forwarding location, you will not forfeit any balance of your account, instead this will be held in credit and applied to the first invoice for your new location.
- 15.3 We do not guarantee that we can provide a service to you at all locations, and therefore if a relocation is not possible, we will refund you the balance of the unused period of month in which your existing service at your previous location is terminated.
- 15.4 Pursuant to clause 11.1, you must not remove any equipment that belongs to our wholesale carrier from your existing location.

16. Notices

- 16.1 Any notice we send to you shall be communicated by email. It is your responsibility to ensure we are updated to any changes of your email address. We may also send you SMS notifications in relation to your your service as we deem appropriate. When we send you an SMS the Message will always appear as coming from 'AUSInternet', and your account number will be referenced. If you are unsure about any communication or notifications that you have received from us, please phone us on 07 4222-1111 to validate its authenticity.

17. Authorised Person

- 17.1 We will only discuss matters surrounding your account with the account holder, or other authorised person listed on your account.
- 17.2 Only the primary account holder may make request changes to your services or request termination.
- 17.3 We may ask personal questions to identify an authorised person as we deem appropriate using information that we have previously obtained from you.
- 17.4 If a person who is not listed as an authorised person wishes to make enquires about your service, our team can only provide basic support, limiting what aspects can be discussed until such time you arrange for such person to be listed as an authorised contact person.

18. Indemnity

- 18.1 You agree to indemnify us against any claim or loss we suffer relating to you, or any other persons use of a service you have subscribed to, as well as any equipment used in connection with the service. In addition, you further indemnify is against any costs we incur (including legal costs) relating to your breach of this Agreement.

19. Severance

19.1 This Agreement is to be interpreted so that it complies with all applicable laws. If any provision of this Agreement is found to be illegal, invalid or un-enforceable, then such provision shall be read down to the extent necessary to ensure that it is not illegal, invalid, or unenforceable. If that clause cannot be read down, then that provision shall be severed without affecting the validity or enforceability of the remaining part of that provision or other provisions in the Agreement.

20. Variance

20.1 If any variation is made to this Agreement, we will provide you with 30 days' notice of such variation.

21. Jurisdiction

21.1 This Agreement is governed by and construed in accordance with the laws in force in the state of Queensland.

22. Supply by other Parties

22.1 We may provide all or any part of your service to you by any of our wholesale partners without prior consent from you.

23. Complaints Procedure

23.1 If you have a complaint in relation to the service, you may raise a complain case with us in writing to support@ausinternet.com.au. We will act upon your complaint professionally and promptly. We will review your case and offer a remedy within 10 business days in accordance with the terms and conditions of this Agreement.

24. Telecommunications Industry Ombudsman

24.1 If you have made a complaint to us, and it is un-resolved, or you feel that our response or resolution is not satisfactory, you may lodge a complaint with the Telecommunications Industry Ombudsman (TIO) at tio.com.au. The TIO is an independent body and is provided as a free service. The TIO will only proceed with your complaint if you have first tried to resolve it with us.