

OUR CUSTOMER RELATIONSHIP AGREEMENT

NETSPACE ONLINE SYSTEMS PTY LTD
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OUR CUSTOMER RELATIONSHIP AGREEMENT SECTION A: GENERAL TERMS

This Customer Relationship Agreement (CRA) is between you and Netspace Online Systems Pty Ltd ("Netspace")

Capitalised words used in these General Terms have the meanings set out in clause 21.1. These General Terms are interpreted according to clause 21.2.

1. OUR CUSTOMER RELATIONSHIP AGREEMENT (CRA)

What is our CRA?

- 1.1 Our CRA is our standard form of agreement setting out the terms and conditions on which we supply our services and products to you. Under the Telecommunications Legislation, you and we must comply with our CRA.
- 1.2 Our CRA comprises of the following:
- (a) Your Application;
 - (b) Section A – the General Terms which apply to all services and to all customers;
 - (c) Section B – 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;
 - (d) Section C – Pricing Schedule which provides links to our online pricing information for each Access Plan, (including the fees and charges applicable to each Service, together with specific Service features and warranty information about each Service); and
 - (e) Section D – Fair Use Policy that applies to particular Services, promotions and/or customers.

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be your Application, the Service Description, these General Terms and the Pricing Schedule, except that clauses 15 and 16 of the General Terms always prevail over all other terms in our CRA.

Changes to Our 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.

Subject to clause 1.6, if we make any change which will be detrimental to you, we will notify you at least 30 days before the proposed change takes effect:

- (a) mail (to the last address that you have given to us);
- (b) email (to the last email address that you have given to us and provided you have agreed for us to tell you about changes to our CRA by email); and/or

(c) a message on your next bill.

We will also provide notice of the change on our Website.

- 1.4 Subject to clause 1.6, if we make any change to our CRA and such a change has a detrimental impact on you that is not minor, you may cancel the Services by giving notice to us within 42 days after we give you notice under clause 1.3. You will not incur any Break Fee or other charges as a result of a cancellation in accordance with this clause 1.4, except for:
- (a) usage based charges or other variable charges incurred up to the date of cancellation; and
 - (b) installation fees and costs of equipment we have provided to you that you have not paid for (as long as the equipment can be used in connection with services supplied by another provider).
- 1.5 If you give a cancellation notice to us within the notice period required by clause 1.4 the proposed change will not apply to you. We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the change to our CRA, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us.
- 1.6 We do not need to give you 30 days notice of our proposed changes or give you a right to cancel the Service under clause 1.4 in relation to:
- (a) urgent changes we are required to make:
 - (A) by law;
 - (B) for security reasons; or
 - (C) for technical reasons necessary to protect the integrity of our network;
 - (b) the introduction of a new charge or an increase in an existing charge:
 - (A) due to an additional tax or levy imposed by law; or
 - (B) for ancillary services such as credit card transaction fees and direct debit charges (provided we have offered you a reasonable alternative at the same or lesser cost to the original charge);
 - (c) increases in charges due to increases imposed on us by other Suppliers for the following types of Services and charges:
 - (A) international carriage services (including for voice and data services) the current rates for which are available on our Website);
 - (B) content and premium services (including 1900 prefix services) which we resell to you from a third party, including where we collect fees from you on behalf of that third party; and

- (d) changes to applicable On & Off Peak timeframes in accordance with clause 4.11, in order to manage traffic and ensure maximum Network performance;

Where practicable to do so, we will give you reasonable notice of the changes referred to in this clause 1.6 by one of the methods of giving notice listed in clause 1.3.

- 1.7 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, we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 1.3.
- 1.8 If a change to the CRA made under clause 1.7 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service), we will permit you to cancel the Service in accordance with clause 1.4 and 1.5.

2. YOUR APPLICATION FOR SERVICE

- 2.1 The Service that you have selected is described in the Service Description applicable to the Service you have selected.

Making an Application

- 2.2 You may make an Application for supply of a Service 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, on the date you accept the Material Terms and the remaining terms of our CRA will commence on the Service Commencement Date;
 - (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 a Service to you, 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) its availability to you;
- (d) you meeting our credit requirements;
- (e) the accuracy of the information you provide to us; 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.

2.5 Please ensure that you carefully check the telephone number you provide in your Application. An incorrect number during the application process will result in charges for any calls made on the line you have nominated. This may also mean you will be paying for someone else's telephone calls. In the event you have provided an incorrect phone number, we will not take responsibility or accept liability for any errors made or costs incurred.

3. THE PREMISES AND CONNECTING THE SERVICE

Access

- 3.1 In order to provide the Service to you, we may need access to the Premises. You agree to provide us with safe and prompt access to the Premises:
- (a) to install any equipment for a Service you have requested;
 - (b) to inspect, test, maintain, modify, repair or replace any equipment; and
 - (c) to recover Our Equipment after the Service is cancelled.

Owner's permission

If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us immediately when you receive that permission. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises on reliance on any representation made by you that you have obtained that permission.

Connecting the Service

- 3.2 We will connect the Service in accordance with the relevant Service Description, or if no connection timeframe is specified within a reasonable time.
- 3.3 We decide the route and technical means to be used to provide the Service.

4. USING THE SERVICE

Comply with all laws

- 4.1 In using the Service, you must comply with all laws and all directions by a Regulatory Authority and reasonable directions by us.

Prohibited uses

- 4.2 You, and any person who accesses your Service, 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) to transmit, publish or communicate any material which is defamatory, offensive, objectionable, indecent, abusive, menacing, threatening, harassing or unsolicited;
 - (e) for illegal purposes or practices; or
 - (f) in any way which breaches our Fair Use Policy.

Your responsibility

- 4.3 You are responsible for and must pay for any use of the Service, including in circumstances where you have not authorised such use but such unauthorised use has arisen out of your negligent or wrongful act or omission, 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 18.1, 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.

Testing and Interception

- 4.4 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including Your Equipment and any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
- 4.5 You acknowledge that we may be required by law 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, a law enforcement authority or other authority. In this regard the terms of our privacy policy are also enforced. The privacy policy is located on our Website for your reference.

Free Sites

- 4.6 There are certain sites on the Internet ("**Exempted Sites**") from which you can Download without the usage counting towards your Monthly Usage Allowance and,

if you do reach your Monthly Usage Allowance, downloads from these Exempted Sites are not affected by Excess Usage Charges or Shaping and can continue to be downloaded at High Speed. A list of these Exempted Sites can be found at <http://www.netspace.net.au/support/free-traffic-sites/> We may, at our discretion, make changes to this list from time to time.

- 4.7 Some Exempted Sites contain links to content that is external to the Exempted Sites and this external content will be included in your Monthly Usage Allowance.
- 4.8 Only Downloads from Exempted Sites are excluded from your Monthly Usage Allowance. Data uploaded to Exempted Sites is counted towards your Monthly Usage Allowance.
- 4.9 Content purchased from the iTunes Store (Australia only) will not be counted towards your Monthly Usage Allowance. Podcasts and feature film trailers delivered via iTunes will be counted towards your Monthly Usage Allowance. All Traffic incurred by usage of iTunes Stores outside of Australia will count towards your Monthly Usage Allowance. Apple Computer Australia Pty Ltd provides the iTunes Store service. Apple Computer Australia Pty Ltd provides all charging and support of the service.
- 4.10 It is illegal to copy, or redistribute content available through the iTunes Store (Australia).

On & Off Peak periods

- 4.11 The use of On & Off Peak periods serves to distribute the volume of traffic traversing across the Network at different times to ensure maximum performance of the Network to your benefit.

The On & Off Peak periods are set according to the Network traffic at particular times and may change from time to time. You will be notified of any changes to the On & Off Peak periods.

Your total data allowance is split into the maximum you can download during the On Peak hours of the day; plus an allowance you can download during the Off Peak hours of the day. The On & Off Peak periods are different for each product plan as described under the relevant plan in Section C Pricing Schedule.

Network Optimisation

- 4.12 You must not connect to the Netspace Network. using a Username and Password other than that Username and Password provided for that specific connection. A breach of this clause constitutes a material breach of our CRA.
- 4.13 During Off Peak periods Netspace reserves the right to prioritise applications and the use of those 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.
- 4.14 Applications will 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.
- 4.15 Applications such as streaming video, voice, mail, web, virtual Private Networking (VPN), Gaming, and Video on demand (VoD), Internet Protocol Television (IPTV)

and other similar applications will be prioritised over non-time sensitive applications such as FTP and file downloading. For example, your Netphone1 service will be prioritised over any Downloading you do, thereby maintaining the quality of your Netphone1 service.

5. EQUIPMENT

Our Equipment

5.1 To enable you to use the Service, we may loan or Rent equipment to you ("**Our Equipment**"). Charges for any of Our Equipment that you Rent are invoiced in accordance with Clause 8.

5.2 Where we provide Our Equipment to you in connection with the Service:

- (a) ownership or title in Our Equipment is not transferred to you; even after the expiry of any contract period;
- (b) you are responsible for Our Equipment from the time it is delivered to you and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or by fair wear and tear;
- (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 reasonable written directions;
- (e) you must not part with possession of Our Equipment except to us and you must not mortgage or grant a charge, lien or encumbrance over any of Our Equipment;
- (f) you must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
- (g) you must ensure that Our Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
- (h) 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
- (i) you must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

Your Equipment

5.3 You must ensure that all equipment you own, or which is owned by a third party and leased or licensed to you, and which 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

- 5.4 If you do not comply with any of your obligations under clause 5.3, 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 immediately disconnect your Service in an emergency.

Purchased Equipment

- 5.5 You may purchase equipment from us for use in connection with the Service ("**Purchased Equipment**"). Title to the Purchased Equipment passes to you when you pay for it in full. You will be responsible for the Purchased Equipment from when it is delivered to your nominated delivery address.

- 5.6 If you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 14 days of delivery to your nominated delivery address. To help cover our costs, a restocking fee will apply as specified in the Pricing Schedule.

6. QUALITY AND MAINTENANCE

Standard of services

- 6.1 Subject to the Consumer Guarantees and your rights under clause 15.2, we aim to provide, but do not guarantee, continuous or fault-free service.

Maintenance

- 6.2 We may conduct maintenance on any of our Network, Our 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 13.3(c).

Faults caused by You, Your Equipment or by other Suppliers

- 6.3 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 and the fault does not arise or was not caused by us or Our Equipment.
- 6.4 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 (in our reasonable opinion) 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 (as specified in the Pricing Schedule) and, if you request us to repair Your Equipment, our reasonable charges for such repair.
- 6.5 We can charge you for repairing a fault if it is caused by something you do (or do not do), or by something someone else using the Service (with your express or implied authority) does (or does not do), intentionally, recklessly or negligently.

Maintenance of Your Equipment

- 6.6 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.
- 6.7 Netspace will manage your BoB™ modem remotely to configure your specific settings and apply relevant firmware upgrades via the Netspace servers.

7. CHARGES

Pricing Schedule

- 7.1 The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clauses 7.5 and 7.6) and any additional charges are set out in your Application.
- 7.2 You must pay all charges for the Service in accordance with the Service Description and the Pricing Schedule. Charges for the Service accrue from no later than the Service Commencement Date.
- 7.3 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, a person with your express or implied authority, or by any of your employees, agents or contractors;
 - (c) a failure of any of Your Equipment arising out of an act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors; or
 - (d) a failure or fluctuation in electrical power supply arising out of an act or omission by you, any person with your express or implied authority or by any of your employees, agents or contractors,

and we will provide you with details of the additional amount prior to commencing the service repair or replacement.

- 7.4 In order to provide some services to you (for example, international calls or premium services calls), 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 for these types of services, and that we may pass on any additional charges a Supplier charges to us for these types of services in accordance with clause 1.6.

Special offers

- 7.5 From time to time we may make special offers ("**Specials 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.

7.6 You may accept a Special Offer in the way notified by us (which may include completing and submitting an Application). If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over those which would otherwise apply in our CRA, and will apply until the expiry of the Special Offer as notified by us. In all other respects, the terms and conditions of our CRA continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless we give you reasonable notice otherwise, the terms of our CRA will apply thereafter.

8. BILLING AND PAYMENT

Bills

8.1 We may bill you:

- (a) for recurring or fixed charges, in advance (for example, line rental charges);
- (b) for variable charges, in arrears (for example, call charges - call charges can take up to 6 months to appear on your invoice);
- (c) for installation or set-up charges, after installation;
- (d) for any equipment you purchase or Rent from us;
- (e) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
- (f) using another invoice in the same month for billing alignment purposes where applicable; and
- (g) for any amount owing to Netspace in accordance with clause 8.10.

8.2 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 the following circumstances:

- (a) You change your existing plan;
- (b) You request a new service to be connected;
- (c) You relocate an existing service;
- (d) You request to be invoiced for any 'unbilled' charges.

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

- 8.4 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 except where such charges have been billed more than 190 days from the date the charge was incurred by you.
- 8.5 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.
- 8.6 Subject to clause 9 (Billing Disputes), 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.

Credit card and direct debit payments

- 8.7 If you choose to pay by direct debit or credit card, you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card. Paying by American Express or a Diners Club card will incur a levy charge as outlined in the Pricing Schedule.

Late or dishonoured payments

- 8.8 If you do not pay an invoice by its due date, then:
- (a) 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;
 - (b) you must pay our reasonable expenses and costs in recovering payment from you such as the costs incurred by engaging a mercantile agent to collect the overdue amounts; and
 - (c) we can suspend or cancel the Service in accordance with clause 13.2(a);
- provided that we will not charge the fees specified in paragraphs (a) or (b) of this clause if you can reasonably satisfy us that payment of the bill was not made (or processed by us) on or before the due date for payment as a result of our act or omission.

- 8.9 If you pay a bill:
- (a) by direct debit and there are insufficient funds in the account; or
 - (b) by cheque and the cheque is dishonoured;
- you may be required to pay an additional decline fee (as specified in the Pricing Schedule).

Right of set-off

- 8.10 If you owe to a Related Netspace Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that Related Netspace Entity, we may apply the debt to your current Netspace account

and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with clause 8.8.

9. BILLING DISPUTES

9.1 If you wish to dispute a charge or fee in a bill, you must follow the complaint handling process described on our Website at: https://iihelp.iinet.net.au/Complaints_escalation_process.

9.2 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 or fee may be suspended pending our investigation and resolution of the dispute; and
- (b) you must pay all non-disputed amounts in the bill in accordance with clause 8.

10. GST

Charges not expressed to be GST inclusive

10.1 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.

Penalties and Interest

10.2 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 (including this clause 10) or your obligations under any applicable law, then you must pay to us an additional amount equal to those penalties and interest.

11. PERSONAL INFORMATION

Collection of your Personal Information

11.1 We may collect Personal information about you and in accordance with our privacy policy for the purposes set out in clause 11.3 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 Netspace 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

11.2 We may disclose Personal Information about you for the purposes set out in clause 11.3 to:

- (a) our employees, agents or contractors;
- (b) a Related Netspace Entity;
- (c) Suppliers who need access to the Personal Information to provide us with services that 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) other telecommunication and information service providers (for example, if you obtain services from other providers, we may need to disclose your personal information for billing purposes);
- (g) your authorised representatives or your legal advisers (for example, when requested by you to do so); or
- (h) 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.

Use of your personal information

11.3 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 Netspace Related Entities;
- (c) providing the services you require from us and from Netspace 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) trade, personal or commercial credit and the ongoing credit management of your account;
- (g) researching and developing our services;
- (h) business planning;
- (i) providing your Personal Information to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes; and
- (j) promoting and marketing our services, products and Special Offers to you and the products and services of Related Netspace Entities, unless you request that we do not use your personal information in this way (for example, by choosing to 'opt-out' at the time your information is collected by us, or by contacting the Customer Service Centre at anytime on 13 22 58).

Access to Personal Information

- 11.4 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

- 11.5 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.
- 11.6 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 11 and in accordance with our privacy policy. A copy of our privacy policy is available at our offices or on our Website.

12. VARIATIONS TO THE SERVICE

Variations requested by you

- 12.1 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;
 - (b) a Downgrade Fee may apply to the varied Service as notified to you by us and as set out in the relevant Service Description or in the Pricing Schedule.

13. CANCELLING OR SUSPENDING THE SERVICE

Cancellation by us with notice

- 13.1 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.

Suspension events caused by your default or conduct

13.2 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel 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 9 until after we have completed the investigations referred to in clause 9;
- (b) you breach a material term (other than a breach which separately gives rise to rights under this clause 13.2) 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 13.2) and, where that breach is capable of remedy, you do not remedy that breach within 14 days after we give you notice requiring you to do so;
- (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;
- (f) in the case of a partnership, on dissolution or on the filing of an application to dissolve the partnership, we reasonably believe that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
- (g) you breach any of clauses 4.1, 4.2, 4.12 or 5.3 or your obligations relating to the use of the Service under the Service Description;
- (h) we reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service;
- (i) 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 and that threat or risk is caused directly or indirectly by you;
- (j) you resell the Service or otherwise act as a Carriage Service Provider;
- (k) subject to clause 13.5(b), we reasonably consider you to be a credit risk; or

- (l) we are entitled to under another provision of our CRA, and that entitlement arises by reason of your default or conduct under this CRA.

Suspension events not caused by your default or conduct

13.3 Subject to our obligation to give you notice (if applicable) as set out in clause 13.5, we may immediately suspend, cancel or restrict the supply of the Service to you if:

- (a) a Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us;
- (b) there is an emergency;
- (c) doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons;
- (d) we are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation;
- (e) the ACCC issues us with a competition notice (as that term is used in the *Competition and Consumer Act 2010*) in respect of the Service or we reasonably anticipate that it may do so;
- (f) providing the Service to you may be illegal or we reasonably anticipate that it may become illegal;
- (g) a Force Majeure Event prevents us from supplying the Service in accordance with our CRA for more than 14 days;
- (h) we reasonably believe that there is a threat or risk to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is not caused directly or indirectly by you; or
- (i) we are entitled to under another provision of our CRA.

13.4 If we suspend the Service under clauses 13.2 or 13.3, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

Notice

13.5 Before exercising any of our rights under clauses 13.2 to 13.4, we:

- (a) will try to give you reasonable notice in any of the circumstances referred to in clauses 13.2(b), (d), (e), (f), and 13.3(a), (c), (d), (e), (f), (g) and (h);
- (b) we will give you at least 5 Business Days' notice in the event of clause 13.2(k);
- (c) may be unable to give you notice in the event of an emergency. We will, however, try to provide as much notice as possible; and

- (d) will not be required to give you notice if we exercise our rights by reason of the circumstances referred to in clause 13.2(g), (h), (i), or (j).

Cancellation or suspension by you

13.6 Except as provided otherwise in the Service Description for your Service, you may cancel the Service without liability, by giving us notice:

- (a) at any time, if there is no Contract Term specified in the Service Description or your Application;
- (b) if a Contract Term is specified in the Service Description or your Application, at any time after the end of the Contract Term;
- (c) if:
 - (A) we have breached a material term of our CRA and that breach is not capable of remedy; or
 - (B) we have breached a material term of our CRA and that breach is capable of remedy but we failed to remedy that breach within 14 days after you first gave us notice requiring us to do so, or
- (d) of at least 14 days where there has been a prolonged Interruption to the Service lasting for more than 10 days, or more than one reported Interruption in a 12 month period. This clause does not apply to Interruptions which occur because of:
 - (A) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
 - (B) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed at clause 13.3(b), (c), (d), (g) or (i);
 - (C) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment; or
 - (D) your acts or omissions.

13.7 If you cancel your Service in accordance with clause 13.6(d) prior to the end of the Contract Term and we have supplied you with equipment under a Special Offer on the condition that you acquired the Service for the full Contract Term then:

- (a) if we supplied the equipment free of charge, you must:
 - (A) return the equipment to us; or
 - (B) retain the equipment and pay for it in full; or
- (b) if we supplied the equipment at a discount, you must:

- (A) return the equipment to us and we will reimburse you the purchase price paid by you, or
- (B) retain the equipment and pay us an amount equivalent to the discount we gave you.

13.8 You may cancel the Service for any reason 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 14.3(b)the Pricing Schedule.

13.9 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.

14. CONSEQUENCES OF SUSPENSION AND CANCELLATION

Consequences of suspension

14.1 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 by reason of any of the circumstances referred to in clause 13.2, you must pay a reconnection fee as set out in Section C of this CRA prior to the expiration of the suspension and recommencement of the Service.

14.2 If we reconnect a Service that has been cancelled, you may have to pay us a reconnection fee. You will not be required to pay a reconnection fee if the Service was cancelled pursuant to clauses 13.3, 13.6(c) or 13.6(d) or due to our fault or negligence.

Consequences of cancellation

14.3 If the Service is cancelled in accordance with our CRA (other than in accordance with clauses 13.1(c), 13.3, 13.6(c) or 13.6(d)):

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

14.4 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, subject to clause 9 (Billing Disputes), 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.

14.5 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.

14.6 On cancellation of the Service:

- (a) because of any of the circumstances listed at clause 13.2, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. You must pay all outstanding amounts in a lump sum for any Purchased Equipment which you have not fully paid for at the date of cancellation,
- (b) because of any of the circumstances listed at clause 13.3, or clauses 13.6(c) or 13.6(d), subject to clause 13.7, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. We will refund any amounts already paid by you for any equipment that you have purchased but not fully paid for at the date of cancellation, if that equipment cannot be used with other telecommunications providers' services. Where the equipment can be used with other telecommunications provider's services, no refund is applicable and you must pay all outstanding amounts in a lump sum.

We will not credit you with any refund under this clause 14.6(b) until after you have returned the equipment to us and we have assessed that the returned equipment has not been damaged by more than fair wear and tear.

- (c) you will, at your cost, return to us all other material of ours (including any software) on the Premises or in your possession or control;
- (d) unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected;
- (e) you must immediately stop using the Service; and
- (f) the parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 3.1 (Access), clause 3.2 (Owner's permission), clauses 5.2 to 5.4 (Equipment), clause 8 (Billing and Payment), clause 9 (Billing Disputes), clause 10 (GST), clause 11 (Personal Information), this clause 14 (Consequences of Suspension and Cancellation), clause 15 (Our liability to You), clause 16 (Your Liability to Us), clause 17 (Telephone Numbers and Public Addressing Identifiers), clause 18 (Assignment and Subcontracting), clause 19 (General) and clause 21 (Definitions and Interpretation).

15. OUR LIABILITY TO YOU

Terms implied by law

Consumer Guarantees

- 15.1 We agree to provide Services to you subject only to the terms, conditions and warranties contained in this CRA and the Consumer Guarantees. Any liability that we might otherwise have to you in connection with our CRA or Service is expressly excluded.

For example, there are Consumer Guarantees that we will provide the Service to you with due care and skill, and that Our Equipment and Purchased Equipment will be of acceptable quality.

Interruption to the Service

- 15.2 Subject to clause 15.3, in the case of Interruptions to the Service, we will comply with our obligations under the Australian Consumer Law by offering you:
- (a) a refund or rebate for the period of the Interruption (calculated in accordance with the Service Description for the Service); and
 - (b) where the Interruption is directly caused by our fault or negligence, reasonable compensation for any direct loss incurred.
- 15.3 The refund or rebate in clause 15.2(a) does not apply to Interruptions which occur because of:
- (a) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 13.2;
 - (b) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;
 - (c) your acts or omissions; or
 - (d) scheduled maintenance to our Network, a Supplier's Network, Our Equipment or Purchased Equipment for less than 1 hour.
- 15.4 Except for liability which is expressly accepted by us under this clause 15 and any liability we have under the Australian Consumer Law, we exclude all other liability to you (whether based in contract, tort (including negligence) or otherwise) for suspending the Service where we do so in accordance with our CRA.
- 15.5 To receive the rebate or compensation set out in clause 15.2, you must contact our Customer Service Centre on 13 22 58 and lodge a complaint about the Interruption.

Contributory Loss

- 15.6 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,) caused or contributed to that loss, cost, liability or damage.

Consequential Loss

- 15.7 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 any such loss under the Australian Consumer Law.

Acts of a Supplier

- 15.8 To the extent permitted by law, we have no liability to you or to any other person for acts, omissions or defaults of any Supplier or any person who provides goods or services directly to you for use in connection with a Service. However, we will use reasonable endeavours to ensure that any Supplier cooperates in order to deliver the Service in a timely manner, provides and maintains the Service in a responsible fashion and rectifies any faults in relation to the Service in a timely manner.

Force Majeure Event

- 15.9 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.

16. YOUR LIABILITY TO US

Joint customers

- 16.1 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.

Indemnity

- 16.2 You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) we suffer or incur relating to:
- (a) the use (or attempted use) of the Service; or
 - (b) equipment used in connection with the Service, and
- arising out of your (or any person acting with your express or implied authority) breach of this CRA or negligent acts or omissions.
- 16.3 You must ensure that any person who you allow to use the Service, or to whom you ask us to supply the Service directly, complies with our CRA as if they were you.

17. TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

- 17.1 The Telecommunications Number Plan 1997 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.
- 17.2 In addition to telephone numbers, the Service may use other 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.
- 17.3 You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

17.4 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.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 You may not assign or transfer or otherwise deal with any of your rights or obligations under this CRA without our prior written consent.

18.2 We may assign some or all of our rights under our CRA to any person.

18.3 We may transfer some or all of our obligations under this CRA to:

- (a) a Related Netspace Entity; or
- (b) a purchaser of Netspace's business,

on condition that the transferee agrees to provide the Service to you on materially the same terms and conditions of our CRA.

18.4 We may perform any of our obligations under the CRA by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.

18.5 Otherwise, we may transfer or deal with our obligations under our CRA on terms to which you consent.

19. GENERAL

Confidentiality

19.1 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.

19.2 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.

Notices

- 19.3 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* (set out in clause 1.3). 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; and
 - (d) if sent by facsimile or electronic transmission, at the time when the machine on which the notice is sent, reports in writing that the notice has been transmitted satisfactorily.

Waiver

- 19.4 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

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

Intellectual Property

- 19.6 You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

Authority

- 19.7 If you have a business Service, you agree that if we need your consent to undertake certain actions then, provided we act in good faith, we may rely upon the authority of any of your employees, who tell us that they are authorised to provide that consent on your behalf. For residential Services, you must inform us if you want another person to have authority to access or make changes to your Service or account. We will not let another person access your account unless we have received your authority to so.

Entire Agreement

- 19.8 This CRA contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties in connection with it.

No Reliance

- 19.9 You acknowledge that:

- (a) you are obtaining the Services entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this CRA;
- (b) advice from our staff is given in good faith and with the best of intention, however we do not represent that our staff are experts in the operation of your computer hardware or software. You undertake to act on any advice given by any Netspace staff member at your own risk;
- (c) we make reasonable efforts to ensure that the information on our Website is correct and up to date. However, we do not warrant the accuracy of that material.

Governing Law

19.10 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 or do business (as stated in your Application). You and we agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

20. WHAT IS THE FAIR CONTRACT GUARANTEE?

When you agree to a fixed term contract, you are agreeing to retain your service for a set period of time called the Contract Term. However, our fair contract guarantee ensures you always have access to our best plans

The fair contract guarantee allows you change up and down between plans at any time without breaking your Contract Term.

If you upgrade your plan we will absorb the administration costs. However if you downgrade to a plan of equal or lesser value, then a Downgrade Fee as set out in the Pricing Schedule will apply.

If you break your Contract before the Contract Term you will be required to pay the fees set out in Section C the Pricing Schedule of this Agreement.

21. DEFINITION AND INTERPRETATION

21.1 In our CRA:

Application means your completed application form for the supply of a Service that has been accepted by us in accordance with clause 2;

Approved Purposes means:

- (a) providing directory assistance services;
- (b) providing operator services or operator assistance services;
- (c) publishing and maintaining public number directories;
- (d) providing location dependent carriage services;

- (e) the operation of emergency call services or assisting emergency services under Part 8 of the *Telecommunications (Consumer Protection and Service Standards) Act 1997*;
- (f) assisting enforcement agencies or safeguarding national security under Parts 14 and 15 of the *Telecommunications Act 1997* or any other applicable legal requirement;
- (g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database against the information the data provider holds;
- (h) undertaking research of a kind specified in the Telecommunications IPND - Permitted Research Purposes Instrument 2007;
- (i) assisting the Australian Communications and Media Authority, or its nominee, to verify the accuracy and completeness of information held in the IPND; and
- (j) any other purposes where permitted by the *Telecommunications Act 1997*, and any other applicable laws. **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 or any appendix to the Service Description.

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in Perth, Western Australia.

Carriage Service Provider has the meaning given by section 87 of the *Telecommunications Act 1997*.

Confidential Information 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 Netspace Entity.

Consequential Loss means:

- (a) 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
- (b) any penalties or fines imposed by a Regulatory Authority,

in connection with or arising under this CRA, whether based in contract, tort (including negligence) or otherwise.

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 drivers licence 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 or CSG 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 may result in a reduction in the charges payable for the Service.

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

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

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

Facility(ies) means the equipment, infrastructure and or devices that is not any part of Your Equipment by which the Service is provided to you.

Fair Use Policy means the policies set out at Section D of this CRA.

Force Majeure Event means any event outside that person's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning 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.

Legal Lessee the person or entity that has a **direct** agreement with a supplier of **telephone services** to receive **such** a service, **assumes all liability** in respect of such service, and holds the **ultimate authority** to act in regards to **such** service.

Material Terms means, in the context of clause 2 only, those terms and conditions we read out to you over the telephone.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the plan selected by you in your Application.

NBN Co means NBN Co Limited (ACN 136 533 741) or any entity that is related to NBN Co Limited in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

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

Our Equipment has the meaning set out in clause 5.1.

Off Peak means the hours of the day when your data usage is counted towards your Off Peak quota allowance.

On Peak means the hours of the day when your data usage is counted towards your On Peak quota allowance.

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.

Personnel means that person's employees, agents, contractors or other representatives.

Purchased Equipment has the meaning set out in clause 5.5.

Pricing Schedule means Section C of this CRA, which includes links to the relevant online webpages outlining the prices, fees and charges payable under each plan and the information that is contained in those webpages.

Premises means locations at which we supply the Service, and locations to which we need to have access to supply the Service.

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

Related Netspace Entity means an entity that is related to Netspace Online Systems Pty Ltd (ACN 067 116 269) in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

Rent means to pay an amount for the use of a product or service for an agreed period of time during which, ownership of is not passed. The product or service is returned at the end of the period.

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 Our Equipment and Purchased 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.

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 a maximum of the applicable shaped as specified in the Pricing Schedule.

Special Offer has the meaning set out in clause 7.5.

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

Telecommunications Act means the *Telecommunications Act 1997 (Cth)*

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

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

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).

Your Equipment has the meaning set out in clause 5.3.

We, us means Netspace Online Systems Pty Ltd (ACN 067 116 269) Netspace Limited (ABN 48 068 628 937), Netspace (OzEmail) Limited (ABN 63 112 854 529) or any Related Netspace Entity which supplies the Service to you (and **our** will have a corresponding meaning).

Website means the website located at www.netspace.net.au

21.2 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 B1: PHONE SERVICE DESCRIPTION

SECTION B: SERVICE DESCRIPTIONS

Customer Relationship Agreement

SECTION B1: PHONE 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 clause 13 of this Service Description.

1. ABOUT THE PHONE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Phone Service Description of our CRA under which we supply our Phone Service to you.
- 1.2 The General Terms set out in Section A of our CRA also apply.

Service options

- 1.3 The Phone Service comprises of the following Service options:

- (a) Phone1
- (b) Phone2

Clauses 66 to 9 inclusive apply to all Phone Service options, unless otherwise stated.

2. THE PRESELECT SERVICE

What is the Preselect Service?

- 2.1 The Preselect Service enables you to select us as your Preselected carriage service provider for the provision of:
 - (a) national (STD), fixed to mobile, and international calls; and
 - (b) our other products and services from time to time listed on the Telephony Product List.
- 2.2 Calls made using the Preselect Service can terminate to:
 - (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same Local Call charging zone or dialling areas;
 - (b) mobile numbers (by dialling the mobile number which begins with the prefix 04); and
 - (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).
- 2.3 All emergency calls dialled using the Preselect Service will be routed to Telstra.

SECTION B1: PHONE SERVICE DESCRIPTION

Restrictions on connection and use of the Service

- 2.4 The Service is subject to the interconnection arrangements between us and the relevant Supplier with whose Network the called number and the calling number is associated.
- 2.5 The Service is only available to customers who Preselect their Access Line to us. The Service is not available to customers whose local telephone service is provided via any other Supplier's Network which is incompatible with our Network or the Service.
- 2.6 The Service does not include:
- (a) the ability to make or receive Local Calls; or
 - (b) the ability to make or receive modem calls.

Customer Service Guarantee

- 2.7 To the extent that we provide you with a standard telephone service (as defined in the *Telecommunications (Consumer Protection and Service Standards) Act 1999*) and specified enhanced call handling features, our service must comply with the Customer Service Guarantee Standard (the "**CSG**"). The CSG sets out minimum performance standards in relation to service connection times, fault repair times and keeping appointments to provide you with a Service. The CSG does not apply to Your Equipment or to customers that have more than five telephone services. We will connect Services not covered by the CSG within a reasonable time.
- 2.8 If we do not meet the CSG performance standards, you may be entitled to receive monetary compensation as specified in the CSG. However, there are circumstances in which we may be exempt from meeting those requirements, including where you unreasonably refuse us access to your premises or if you miss an appointment without giving us reasonable notice. For more information about the CSG, go to the Australian Communications and Media Authority website at www.acma.gov.au.

Connecting the Service

- 2.9 After we accept your Application for the Service and, if you are already Preselected to another Supplier, receipt of your transfer authority authorising us to change your Preselection to us, we will try to connect the Service within a reasonable period.
- 2.10 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

Accessing the Service

- 2.11 You will have access to the Preselect Service if your Access Line is Preselected to us. The Preselect Service may be accessed on that Access Line by dialling the numbers referred to in clause 2.2.

Service commencement and term

- 2.12 You acquire, and we commence to supply, the Preselect Service:

SECTION B1: PHONE SERVICE DESCRIPTION

- (a) if your Access Line was previously Preselected to another Supplier, from the date on which the Preselection is changed to us by the Local Exchange Carrier for that Access Line;
- (b) if responsibility for the Access Line has been transferred to you and the Access Line was already Preselected to us, from the date on which you become legally responsible to the Local Exchange Carrier for the Access Line;
- (c) if you have requested connection of a new Access Line and you have Preselected us, from the date on which the relevant Local Exchange Carrier connects your Access Line,

until the Service is cancelled or transferred in accordance with our CRA.

Preselection and Use of Access Line

- 2.13 You acknowledge that there may be a delay between when you Preselect us and when the Preselection change is implemented by the Local Exchange Carrier. Similarly, if you wish to change your Preselection from us, there may be a delay between when you Preselect another Supplier and when that Preselection is implemented by the Local Exchange Carrier. We will not be liable for any delay by, or any act or omission of, the Local Exchange Carrier in respect of the implementation of a Preselection choice.
- 2.14 If you acquire the Service and accordingly change the Preselection of your Access Line to us, you will remain responsible to your previous Preselected Supplier for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection. Similarly, if you wish to change the Preselection of your Access Line away from us to another Supplier, you will remain responsible to us for all charges for Preselected calls made on that Access Line until the Local Exchange Carrier changes the Preselection.
- 2.15 If you vacate the Premises at which you have acquired the Service without first:
- (a) terminating supply of the Service by giving 30 days notice; or
 - (b) assigning the Access Line to an incoming tenant or owner in accordance with clause 7.3(b)(A),

you and the incoming tenant or owner will be jointly and severally liable for use of the Access Line (including call charges) until you cease to acquire the Service in accordance with clause 7.3(b)(A).

3. THE FULL PHONE SERVICE

What is the Full Phone Service?

- 3.1 The Full Phone Service provides you with:
- (a) access to a local telephone service that is a Telstra service resupplied or resold by us as described in this clause 3 ("**Local Access Call Service**"); and

SECTION B1: PHONE SERVICE DESCRIPTION

- (b) a long distance telephone service as described in clause 2 ("**Preselect Service**" or "**Long Distance Service**"),

(together, the "**Service**").

3.2 Full Phone Service provides you with:

- (a) the ability to make and receive calls capable of being carried over the Resale Access Line, including:
 - (A) the call types referred to in clause 2.1;
 - (B) untimed Local Calls;
 - (C) calls to 13 or 1300 numbers;
 - (D) calls to 1800 services (for example, calls to 1800, 18, 1223, 1225,)
 - (E) calls to emergency services (for example, calls to 000 and Telstra only numbers);
 - (F) calls to Homelink Services (for example, calls to 180090x and 180091x numbers);
 - (G) calls to directory assistance services (for example, calls to 1234, 12451 and 12455 numbers);
 - (H) calls to premium rate services (for example, calls to 190 and 1900 number); and
- (b) a range of other telephone services and products described in Telstra's Standard Agreement, including, where available, a standard telephone number, a directory listing, and provision of directory assistance and operator services.

3.3 Calls made using the Full Phone Service can terminate to:

- (a) the numbers referred to in clause 2.2; and
- (b) numbers in the same Local Call charging zone as the calling number.

3.4 All emergency calls dialled using the Full Phone Service will be routed to Telstra.

3.5 Customers can obtain some features and services available on the Telstra PSTN and ISDN Networks. Availability of a particular service is dependent on the technical feasibility of providing that service. The services available, the charges for the services and the terms of access may be amended from time to time as a result of changes to Telstra's Standard Agreement.

3.6 We or Telstra can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

SECTION B1: PHONE SERVICE DESCRIPTION

Restrictions on connection and use of the Service

- 3.7 You acknowledge and agree that our supply of the Local Access Call Service component of the Service is on terms that:
- (a) you must continue to have us as your selected Supplier for your Long Distance Service (including calls to mobiles);
 - (b) if you select another Supplier for your long distance telephone services (including calls to mobiles) while using the Local Call Access Service, we have the right to override your choice by changing your long distance services Supplier back to us. You authorise us to do this at any time, until the Full Phone Service is terminated or transferred. We will use reasonable endeavours to notify you that we are exercising our rights under this clause; and
 - (c) we will supply and you must acquire the Long Distance Service in accordance with our CRA; and
 - (d) you must also acquire from us our Dial up Internet Service or our Broadband Internet Service in accordance with our CRA; and
 - (e) calls using an override code (such as 1414) are not supported on VoIP Services.
- 3.8 The first Full Phone Service line applied for and connected to us, must be on the phone line for which we have provided the Broadband Internet Service.
- 3.9 The Full Phone Service is only available to customers whose Premises are physically connected to Telstra's Public Switched Telephone Service and who select us as their long distance services supplier.
- 3.10 You acknowledge that if you are a customer on a legacy, no longer sold broadband plan and you choose to add a Full Phone service to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.
- 3.11 You acknowledge that if you are a customer on a legacy, no longer sold broadband plan and bundled with Preselect phone, that should you wish to, you may upgrade your phone plan to Full Phone Service and remain on your existing broadband plan.

Incompatible Product List

- 3.12 The Full Phone Service does not include any products or services listed from time to time on the Incompatible Product List.
- 3.13 You acknowledge and agree that:
- (a) when you select us to supply the Service, prior to implementation of that selection, you must use your best endeavours to cancel any product or service listed on the Incompatible Product List which is acquired by you from your then existing Supplier ("**Incompatible Service**");

SECTION B1: PHONE SERVICE DESCRIPTION

- (b) if you do not cancel any Incompatible Service prior to the date on which your selection is changed to us, we will not be able to provide you with the Incompatible Service after the date on which your selection is changed to us; and
- (c) if an Incompatible Service is transferred to us as a result of changing your selection to us, we may remove the Incompatible Service from your account.

Connecting the Local Access Call Service

- 3.14 After we accept your Application for the Service and we receive your transfer authority selecting us to supply the Local Access Call Service, we will try to connect the Local Access Call Service within a reasonable period.
- 3.15 Particular timeframes for connecting the Service may be set out in the Customer Service Guarantee.

Accessing the Local Access Call Service

- 3.16 You will have access to the Full Phone Service if the Premises are connected to Telstra's PSTN and your Resale Access Line is Preselected to us. The Service may be accessed on that Resale Access Line by dialling the numbers referred to in clause 3.2.

Local Access Call Service commencement and term

- 3.17 You acquire, and we commence to provide, the Local Access Call Service from the date on which Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us, including to facilitate transfer and/or to install, test and activate the Resale Access Line. We will continue to provide the Local Access Call Service to you until it is cancelled or transferred in accordance with our CRA.

Preselection and Use of the Resale Access Line

- 3.18 You acknowledge there may be a delay between when you select us to supply the Local Access Call Service and when Telstra has completed all steps necessary to enable you to acquire the Local Access Call Service from us. Similarly, if you wish to change your selection from us, there may be a delay between when you select a Supplier other than us and when that selection is implemented by Telstra. We will not be liable for any delay by, or any act or omission of, Telstra in respect of the completion of the churn (i.e. transfer) process.
- 3.19 You are responsible to Telstra, or your previous Supplier, for all charges billed by Telstra, or your previous Supplier, prior to and including the date of transferring your Access Line to us.
- 3.20 We are contractually responsible to Telstra for the Resale Access Line and we are responsible (as between you, we and Telstra) for making decisions about the Preselection of the Resale Access Line. We will Preselect the Resale Access Line to us.
- 3.21 If you wish to change Preselection of your Resale Access Line to another Supplier, you must change the supply of the complete Phone Service. The Phone line rental and local call Service is not severable from the Preselect component of the

SECTION B1: PHONE SERVICE DESCRIPTION

Service. In the event that you change the Preselection of your Resale Access Line to another Supplier, we will automatically change it back to Full Phone Service. To cancel the supply of Full Phone, please contact your preferred provider and they will initiate the change of service.

3.22 You may cancel the supply of the Full Phone Service but unless and until you or your new Supplier changes the Preselection designation of your Resale Access Line, we will continue to provide Preselectable Calls over that Resale Access Line and we will bill those calls to:

- (a) you, if you are contractually responsible to Telstra for that Resale Access Line; or
- (b) your new Supplier, if that Supplier is contractually responsible to Telstra for that Resale Access Line.

3.23 If you vacate the Premises for which you have acquired the Service without first:

- (a) terminating supply of the Service by giving 30 days notice in writing to us; or
- (b) assigning the Resale Access Line to an incoming tenant or owner in accordance with clause 7.3(b)(A),

you and the incoming tenant or owner will be jointly and severally liable for use of the Resale Access Line (including call charges) until you cease to acquire the Service in accordance with clause 7.3(b)(A).

Access to Premises and Equipment

3.24 You must provide us or Telstra with safe access to the Premises:

- (a) to inspect or test a Facility which may be causing interference or danger; and
- (b) in connection with the installation, provision and maintenance or removal of the Service or a Telstra Facility.

3.25 Upon cancellation of the Service, you must permit Telstra to enter the Premises to remove any Facility belonging to Telstra connected with the Service. If Telstra is unable to gain access to the Premises, we may recover from you the value of the Facility as a debt due.

3.26 You must indemnify us against a claim by the owner or occupier of the Premises in relation to our or Telstra's entry onto those Premises.

3.27 The Service does not include the provision of cabling or equipment at the Premises.

3.28 You must not connect to a Telstra Facility any equipment or cabling which does not meet the requirements of any technical standards issued by the ACMA.

3.29 You must not interfere with the operation of the Service or Telstra Facility or make either unsafe and you acknowledge that the Telecommunications Act entitles Telstra to disconnect Your Equipment or cabling in certain circumstances.

SECTION B1: PHONE SERVICE DESCRIPTION

Inquiries

- 3.30 As we are supplying the Service to you, all inquiries and requests should be made to us and not to Telstra. If you contact Telstra directly, Telstra may refuse to respond to your inquiry or request and may redirect you to us. Telstra also may charge us a service fee (including where Telstra does not deal with your inquiry or request), in which case we may pass the fee on to you.

Telephony Related Contact Numbers

- 3.31 Telephone Support can be contacted on 13 14 56.

The contact number of the National Relay Service is 133 667.

The contact number of the Translating & Interpreting Service (TIS) is 131 450.

4. THE NETSPACE VOIP SERVICE

What is the Netspace VoIP Service?

- 4.1 The Netspace VoIP Service (the "**Service**") is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and carried, in part, over a high-speed (broadband) Internet network. This service is also referred to as "Voice over IP". It is a secondary and separate service that is distinct from a standard telephone service.

- 4.2 The Netspace VoIP Service provides you with access to a local and long distance telephone service with the ability to make and receive

- (a) National (STD), fixed to mobile, and international calls;
- (b) Local Calls;
- (c) Calls to directory assistance services (for example, calls to 1223 and 1225; and
- (d) Calls to On-Net Numbers; and
- (e) Calls to Emergency Services (000); and
- (f) Calls to toll free call numbers (for example, 1300, 1800 and 13); and
- (g) Domestic satellite services; and
- (h) a range of other telephone services and products described in the Pricing Schedule, including, where available VoIP telephone number/s, and provision of directory assistance and operator services.

However, some Netspace VoIP Services can not receive incoming calls.

- 4.3 Calls made using the Netspace VoIP Service can terminate to:

- (a) the numbers referred to in clause 2.2; and
- (b) numbers in the same Local Call charging zone as the calling number; and

SECTION B1: PHONE SERVICE DESCRIPTION

(c) On-Net Numbers.

4.4 We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

Restrictions on connection and use of the Service

4.5 You acknowledge and agree that our supply of the Netspace VoIP Service is on terms that:

(a) you must also acquire from us:

(A) One of our current broadband residential products;

(b) you must only use the Netspace VoIP Service at the physical location where we supply your Broadband Service; and

(c) calls using an override code (such as 1414) are not supported when using the Netspace VoIP Service;

Notwithstanding clause 15 of Section A (General Terms) of our CRA, you agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out in clause 4.14 of this Service Description.

4.6 You acknowledge that in order to receive and access the Service:

(a) you must install, or arrange for the installation of, all Required Equipment;

(b) all Required Equipment used to connect to the Service must be compatible with the Service.

4.7 You acknowledge that:

(a) if any Required Equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service;

(b) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to the Broadband Service; and

(c) if you request a variation to the Broadband Service, the quality of the Service and/or your ability to access the Service may be affected during implementation of your request to vary the Broadband Service.

4.8 You acknowledge that if you are customer on a legacy, no longer sold broadband plan and you choose to add VoIP to your broadband plan, that you must also upgrade your broadband service to a currently sold broadband plan.

4.9 You acknowledge that if you relocate your broadband service and move to a different call collection area, you will be assigned a new VoIP number. In being assigned a new VoIP number, if you have a broadband plan that is no longer for

SECTION B1: PHONE SERVICE DESCRIPTION

sale, you will be required to upgrade your broadband service to a currently sold service.

Required Equipment

- 4.10 We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or "as new". Where the equipment is "as new", we will disclose this to you prior to dispatch. All risk in the Required Equipment passes to you on delivery. Title to the Required Equipment passes to you upon payment in full.
- 4.11 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 Service to you. If you choose to supply some or all of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

Warranty

- 4.12 Where we supply any Required Equipment to you, we provide the warranty specified in the Pricing Schedule at no extra cost. The warranty does not apply where you have supplied your own Required Equipment.

Emergency Services

- 4.13 You acknowledge and agree that:
- (a) the Netspace VoIP Service supports access to emergency call services (000 or other emergency service telephone numbers) but the Service will not be available in the event of a power failure or Interruption to your Broadband Service connection;
 - (b) the Netspace VoIP Service is not a substitute for a standard (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
 - (c) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the Service and which is not a direct result of our fault or negligence;
 - (d) Your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support; and
 - (e) the Service will not be available in the event of a power failure or power outage, including access to emergency call services. In the event that there is an interruption to the power supply, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the VoIP enabled modem/router prior to utilising the Service. For this reason, we strongly recommend that you do not disconnect your primary standard telephone service.

SECTION B1: PHONE SERVICE DESCRIPTION

Customer Service Guarantee Waiver

Please read the below information carefully. It contains information about rights and protections provided under the Customer Service Guarantee that you agreed to forego in return for the great benefits of an Netspace VoIP service.

- 4.14 The Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) ("The CSG") sets out rights and protections and other performance standards a customer can expect from a telephone provider. If you would like a hardcopy, please contact our Customer Service Centre for assistance by phoning 13 14 56.

Those rights and protections and other performance standards are:

- (a) Provision of written information about;
- (A) A customers rights and protections at least once every two years;
 - (B) The performance standards which apply to the supply of a specified service;
 - (C) The obligations of the provider under the CSG;
 - (D) A customers entitlement to damages in the event of a contravention of the performance standards; and
 - (E) The supply, on request for more information about the performance standards.
- (b) Maximum connection timeframes;

Type of Connection	Timeframe
In place connections	
In place connection	2 business days
Existing connection outstanding	8 business days
Close to cable or infrastructure	
Urban (equal to or more than 10,000 people)	5 business days
Major rural (between 2,500 and 10,000 people)	10 business days
Minor rural (up to 2,500 people)	15 business days
Remote (up to 200 people)	15 business days
Not close to cable or infrastructure	
Urban	20 business days
Major rural	20 business days
Minor rural	20 business days
Remote	20 business days

SECTION B1: PHONE SERVICE DESCRIPTION

(c) Maximum fault restoration timeframes;

Community	Restoration timeframe
Urban (equal to or more than 10,000 people)	End of the 1st business day after the fault is reported
Rural (between 10,000 and 200 people)	End of the 2nd business day after the fault is reported
Remote (up to 200 people)	End of the 3rd business day after the fault is reported

(d) Making and changing appointments;

Apt Period	Definition of missed
< 4 Hrs	Fails to attend within 15 mins
4 – 5 Hrs	Fails to attend within the period

(e) Compensation for failure to meet timeframes;

Type of service delay	\$ per working days 1-5	\$ per working days 6+
Residential		
Connection or Repair of a standard service	\$14.52	\$48.40
Connection or Repair of an enhanced service	\$7.26	\$24.20
Connection or Repair of two or more enhanced services	\$14.52	\$48.40
Missed appointment	\$14.52 each	
Business		
Connection or Repair of a standard service	\$24.20	\$48.20
Connection or Repair of an enhanced service	\$12.10	\$24.20

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Type of service delay	\$ per working days 1-5	\$ per working days 6+
Connection or Repair of two or more enhanced services	\$24.20	\$48.40
Missed appointment		\$24.20 each

- 4.15 Part 5 of the CSG allows for a service provider to propose that a customer waive their rights & protections and other performance standards to obtain a significant service benefit.
- 4.16 Pursuant to Part 5 of the CSG, Netspace proposes that you waive your rights & protections under the CSG in return for a significant service benefit.
- 4.17 In return for your acceptance of this proposed waiver of your rights & protections under the CSG, Netspace can provide this VoIP service at substantially cheaper rates than would otherwise be charged for a Telephone Service. These substantially cheaper calls are detailed on our Website.
- 4.18 By agreeing to this document you are waiving your rights & protections under the CSG so that Netspace may provide you with the significant service benefit of low calling rates.
- 4.19 By agreeing to this document you are not able to make a claim to Netspace for compensation where the performance standards in the CSG are not met.
- 4.20 Your acceptance of this proposed waiver of your rights & protections under the CSG is a condition of Netspace supplying you the VoIP service. This waiver will take effect seven days from the date of you agreeing to it, unless you notify Netspace that you wish to withdraw your waiver. If you withdraw your waiver, Netspace cannot provide you with the service.

5. CHARGES AND BILLING

Charges

- 5.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.
- 5.2 Using a 1414 override code to make a Local Call whilst Preselected to us will incur the toll rates set out on our Website. Premium rate services and specially tariffed services are charged at the rates set out in the Pricing Schedule.

Variation of Charges

- 5.3 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in clause 1.3 of the General Terms.

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If the variation has more than a minor detrimental impact on you, you may cancel the Service in accordance with clause 1.4 of the General Terms.

Bills

- 5.4 We will endeavour to bill you on the same day each month.
- 5.5 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (MyNetspace) Website using the Call Tracker and is available 24 hours, 7 days a week.
- 5.6 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 5.5. You will need to use your username and password from your current Internet account to access this information.

Payment

- 5.7 You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- 5.8 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 Service Commencement Date;
 - (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 5.9 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

Timed Call Charges

- 5.10 You must pay for all timed calls made using the Service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the Service are successfully terminated, meaning that the call is completed and successfully disengaged.

6. QUALITY OF SERVICE AND FAULTS

Service availability

- 6.1 Within a service area, it is technically impracticable to guarantee that the Service is available in each place within that area, or that capacity is available at all times to make and receive calls, or that the Service is free of faults or errors.

SECTION B1: PHONE SERVICE DESCRIPTION

Call Tracker

- 6.2 You can monitor calls which you make using the Service by using the Call Tracker at our customer account management (MyNetspace) Website. You must use your username and password provided by us in order to access the Call Tracker.
- 6.3 If you have any queries regarding any of the calls made using the Service and recorded on the Call Tracker, please contact us by telephoning or emailing a Customer Service Representative.

Fault reporting

- 6.4 If you become aware of any fault in the Service (for example, you are disconnected during a call, experience a bad line call, or the Service is unavailable for use), hang up from the call immediately and report the fault to us by telephoning or emailing a Customer Service Representative.

Fault repair

- 6.5 We aim generally to repair faults in the Service (up to the boundary of Our Network) as soon as practicable after you notify us of the fault. From time to time we may rely on third parties such as Telstra to repair faults to your Service. Particular timeframes for repairing faults in the Service may be set out in the Customer Service Guarantee.

Credit

- 6.6 Subject to our obligations in the Customer Service Guarantee, if we consider that you have received poor service from us, we may, in our absolute discretion, provide a credit to you in relation to your future use of the Services. These credits must be used by you before the termination or expiry of the Services and will not be transferable or redeemable for cash.

Informing Telstra and other Suppliers

- 6.7 In respect of the Access Line available through the Netspace telephony service, we are reselling services and, where there is a fault, we will therefore need to inform the wholesaler of the fault report and request them to investigate and correct the fault. The wholesaler may need to contact you about the fault report and you must provide the wholesaler with the assistance and access to premises it reasonably requires.
- 6.8 In respect of the Preselect Service, we use the services of other Suppliers (including Telstra) in order to supply the Service to you, and will need to inform such other Suppliers of any fault report and may request such other Suppliers to investigate and correct any fault. Accordingly, other Suppliers may need to contact you about the fault report and you must provide such other Suppliers with the assistance and access to premises they reasonably require.

7. CANCELLATION AND SUSPENSION OF SERVICE

- 7.1 We may, without liability, cancel supply of the Service to you after giving you 21 days notice, if:

SECTION B1: PHONE SERVICE DESCRIPTION

- (a) you cease to acquire from us a current Broadband internet Service or Dial up Service;
 - (b) you continue to use override codes after we give you notice; or
 - (c) your Access Line ceases to be Preselected to us and you do not rectify it or we are unable to, or elect not to change the Preselection back in accordance with clause 4.5.
- 7.2 We may, without liability, immediately cancel supply of the Netspace VoIP Service to you by giving you 30 days notice, if at any time you cease to acquire from us your Broadband Service.
- 7.3 You will cease to acquire:
- (a) the Netspace service:
 - (A) if we continue to provide the Service over the Access Line, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details; or
 - (B) if we are to cease supplying the Service, from the date from which our wholesaler ceases to regard us as being contractually responsible to them for the Access Line.
 - (b) the Preselect Service:
 - (A) if we continue to provide the Preselect Service over the Access Line, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details; or
 - (B) if we are to cease supplying the Preselect Service, from the date on which your new supplier notifies us that the Preselection change of your Access Line to your new supplier has been implemented.
- 7.4 Our rights to suspend or terminate the Service under this clause 7, or any other clause of this Service Description, are in addition to our rights to suspend or terminate the Service under the General Terms of our CRA.

8. PHONE NUMBERS AND NUMBER PORTABILITY

Selection and assignment of Phone Numbers

- 8.1 All Phone Numbers are selected, issued and used in accordance with the *Telecommunications Numbering Plan* and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers Phone Numbers, we may be required to vary, withdraw, suspend or

SECTION B1: PHONE SERVICE DESCRIPTION

reassign a Phone Number assigned to your Access Line. We will give you as much prior notice as is reasonably practicable.

- 8.2 We are responsible for selecting and assigning the Phone Number for a Service unless you port your Phone Number from your previous supplier's service.

Porting your Phone Number

- 8.3 If you are a customer who is connected to a Network other than ours and you wish to acquire the Service, you may be able to retain (port) your existing telephone number, subject to availability and technical and commercial considerations.

- 8.4 The porting of your Phone Number will be conducted in accordance with the relevant industry codes. You may port your Phone Number if it is declared portable in accordance with the porting requirements administered by the relevant Regulatory Authority and no exemption from such obligations has been granted. If you have ported your Phone Number from another service provider and the Service is subsequently terminated under our CRA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that Phone Number. Similarly, if you port your Phone Number from us to another service provider and are then disconnected you will no longer have the right to use the Phone Number.

- 8.5 In order to port your Phone Number to us, you must complete and sign a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any Phone Number to us which you authorise us to port but which Phone Number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.

- 8.6 Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.

- 8.7 During the process of porting the Phone Number from another supplier's network to us there may be a brief period when the Service is interrupted.

No liability for Phone Numbers

- 8.8 We are not liable to you for any expense or loss incurred by you due to:
- (a) any variation, withdrawal, suspension or reassignment of a Phone Number under clause 8.1; or
 - (b) you ceasing to have the right to use a Phone Number pursuant to clause 8.4

SECTION B1: PHONE SERVICE DESCRIPTION

9. CALLING NUMBER DISPLAY (CND) & CALLING LINE ID (CLI)

What is CLI?

- 9.1 Calling line identification (CLI) is information that is sent through the Network when you make a call. It allows the other party to see your telephone number if they have the right equipment. CLI is automatically displayed by default.

Blocking CLI

- 9.2 You can choose whether to block transmission of CLI according to the terms and conditions of the optional features available with your Service as noted on our Website. Please refer to the account management tools available on our Website to enable these features.
- 9.3 Even if you have chosen to block transmission of your CLI on your line there are some circumstances in which your CLI will always be disclosed. You can NOT block CLI on calls made by you or someone else on your phone line:
- (a) to the emergency service numbers (eg, 000);
 - (b) on internet dial up calls made to an Internet Service Provider (ISP) who uses a Telstra ISDN service or an 0198307 or 0198308 access number, but only where the ISP uses the CLI for fraud prevention, billing, call management or credit control;
 - (c) on standard telephone calls made to other carriers and carriage service providers for fraud prevention, billing, call management and credit control; or
 - (d) when you or someone else uses another carriage service provider by using a network override code.
- 9.4 If you do not block CLI in respect of calls made from your phone, you acknowledge and agree that when a call is made from your phone your Phone Number may be sent automatically to the equipment of the called party and displayed on the called party's phone.

What is CND?

- 9.5 Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller has not blocked the sending of their CLI). If a party calling your phone has not blocked CLI in respect of a call made from their equipment, and Your Equipment is capable of accepting CLI information and you have enabled CND (refer to the Pricing Schedule for monthly service costs) the Phone Number of the calling party may be displayed on your phone at the time the call is made.

10. THE INTEGRATED PUBLIC NUMBER DATABASE (IPND)

- 10.1 Your Service is supplied to you with a public number and we, like other suppliers, are required by law to supply your name, address, Phone Number and certain other details to a database known as the Integrated Public Number Database (IPND). This applies to all customers including unlisted customers. The IPND is used for purposes including to publish public number directories, provide directory

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assistance, operate emergency call services, assist law enforcement agencies and safeguard national security.

- 10.2 If you have a silent line, your Phone Number and other unlisted service information will not be published in public number directories or be disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 12.1. You must contact us if you wish to have your basic IPND data altered in any way.
- 10.3 The IPND is maintained by Telstra. We will not be responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

11. AGENCY

- 11.1 While you are our customer, you appoint us as your agent to deal with your current suppliers and Telstra, with full authority to act on your behalf in relation to the Access Line including without limitation:
- (a) to require Preselection to be changed to or from us;
 - (b) to terminate your existing supply arrangements with a supplier (including Telstra);
 - (c) to request access to any of your account information held by any supplier or by Telstra; and
 - (d) to receive from you, and to deal with a supplier or Telstra in respect of, any faults, provisioning and service change requests or maintenance issues concerning the Access Line or telecommunications services provided over that line.

12. CHANGE OF LESSEE

- 12.1 Requests for a Change of Lessee will incur a charge as defined in the pricing schedule.
- 12.2 Situations which involve a Change of Lessee on a service include:
- (a) where you are accepting a transfer of an existing Basic Telephone Service from another person;
 - (b) where there is a change of legal entity of the end user (including where there is a change of Australian Company Number (A.C.N) or Australian Business Number (A.B.N));
 - (c) when a Change of Lessee request requires us to add service/s to your existing
 - (d) account or a new account in your name.
- 12.3 The charge will not apply where the change is as a result of any of the following;

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- (a) the new end user lived with the original end user, who has died;
- (b) the new end user lived with the original end user at the premises to which the Basic Telephone Service is supplied, and the original end user cannot enter the premises;
- (c) a Change of Lessee on Payphone lines;
- (d) the transfer of a service from a carriage service provider who is re-supplying the service to an end user, to another carriage service provider who will re-supply the
- (e) service to the end user (commonly referred to as a churn of service);
- (f) change of name but no change of legal entity e.g. Name changed due to marriage, divorce and deed poll; or change of name but no change of A.C.N or A.B.N.; or customer changes 'trading as name' but does not change legal entity.
- (g) because of a restraining order.

12.4 Where the Change of Lessee request meets one of the situations outlined above in respect of which the charge does not apply, this must be communicated to our Customer Service team.

13. DEFINITIONS

13.1 In this Service Description:

Access Line means a line or line, and ancillary facilities, over which the Service is delivered, connecting a telephone or other equipment to a local exchange of a carrier or carriage service provider.

ACMA means the Australian Communications and Media Authority (www.acma.gov.au).

Call Tracker means the call management function on our customer account management (MyNetspace) Website.

Customer Service Guarantee Waiver means an agreement between you and us that makes up this CRA, that acknowledges that you wish to waive the protections and rights provided under the Customer Service Guarantee (CSG) for the service/s noted.

Customer Service Representative means a person contracted or employed by us for the purpose of responding to customer queries, available by telephoning 13 14 56 or emailing us, or such other telephone number or email address notified to you by us from time to time.

Facility has the meaning given by the Telecommunications Act.

Incompatible Product List means the list of products which are incompatible with the Service and which are published on our Website.

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Local Call means a local call as defined in Telstra's Standard Agreement from time to time.

Local Exchange Carrier means the supplier that owns and operates the Access Line.

On-Net Numbers means numbers that are supplied to customers of our Netspace VoIP Service.

Optus Cable Network means the Optus hybrid fibre coaxial cable network.

Our Network means the **Netspace Telephony Network**.

Phone Number means the service number assigned to your Access Line.

Port means, in respect of a Phone Number, to transfer a customer's Phone Number from one Local Exchange Carrier to another in conjunction with the customer's local call service.

Porting Authority Form or **PAF** means an authorisation from you to Port the Phone Number, in such form as provided by us or that we otherwise agree to accept.

Preselect an Access Line means to designate a particular supplier to provide Preselectable Calls over that Access Line and **Preselection** and **Preselected** have corresponding meanings.

Preselectable Calls mean national long distance voice calls to a geographic number, international direct-dial voice calls, operator assisted services accessed by the common operator assisted service numbers and calls to mobile services.

Required Equipment means:

- (a) a telephone handset; and
- (b) a VoIP enabled modem/router or, if you do not have a VoIP enabled modem/router, an analogue telephone adapter or ATA.

Telephony Product List means the list of telephony products which are supplied by us and which are published on our Website.

Telstra means Telstra Corporation Limited ACN 051 775 556.

Telstra Facility means a Facility owned by Telstra.

Telstra's Standard Agreement means the Telstra Standard Form of Agreement formulated for the purpose of section 479 of the Telecommunications Act.

13.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

Customer Relationship Agreement

SECTION B2: 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 clause 14.

1. ABOUT THE 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 also apply.

Service options

- 1.3 The ADSL Service comprises of the following Service options:
 - (a) ADSL2+ Home - 1 to ADSL2+ Home - 4
 - (b) ADSL1 Home - 1 to ADSL1 Home - 6

The Service features for all current Service options are described on our Website. Some ADSL Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as "**Grandfathered Products**".

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 Service. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.2 In order to receive the Service:
 - (a) you must meet all of our System Requirements; and
 - (b) you must install, or arrange for the installation of, all the Required Equipment.
- 2.3 The 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 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.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0.
- (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 Your Equipment and/or network structure;
- (f) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service;
- (g) we do not guarantee that your connection to the Internet will achieve any specific speed 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 Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.
- (j) we will endeavour 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 Service.

2.6 The following restrictions apply to the use of the 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 Service;
- (b) You must be over 18 years of age to apply for the 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 Service, and we are not responsible for any Internet content that may be viewed while using the Service.

Contract Term

- 2.7 We will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule or on our Website. After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. INSTALLING THE SERVICE

Self Installation

- 3.1 We will activate the 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 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 Service.
- 3.4 You will install the 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 Service to the Premises (eg electrician or licensed cabler).
- 3.5 If you notify us that your Hardware and/or equipment contain 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 is faulty, within warranty and needs to be returned, you will be shipped replacement equipment and a return freight bag for the faulty equipment. If the faulty equipment is not returned to us, with all cables and components within 21 days of you receiving a new modem and a return freight bag, you will be charged the full price for the purchase of the new unit that we shipped to you and shipping costs regarding the prepaid bag that was sent to you.

Provisioning timeframes for broadband services

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on the iDSLAM network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the "Premium Provisioning" process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

4. SOFTWARE

- 4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

Licence to use

- 4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the software at the time of installation.

Restrictions on Use

- 4.3 Where we provide Software to you, you must:
- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
 - (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except as permitted under the *Copyright Act 1968*;
 - (c) only use the Software in accordance with our reasonable directions from time to time;
 - (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- 4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

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' and if the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- 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 Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "help and support" web page located on our Website.
 - (b) the operation of such equipment and any repairs to it will be your responsibility.

6. TELEPHONY DEVICES

- 6.1 Where a telephony device (such as a standard telephone, fax machine, answering machine, or Dial up analogue modem) is attached to your ADSL Phone Line, you acknowledge that, in order to receive the Service:
- (a) a filter is required on each telephony device; and
 - (b) a central splitter must be installed on your ADSL Phone Line if:
 - (A) a monitored security system (back-to-base) dials out on your ADSL Phone Line;
 - (B) more than three telephony devices are connected to your ADSL Phone Line;
 - (C) a wall mounted telephone is connected to your ADSL Phone Line; or
 - (D) a mode 3 phone socket is connected to your ADSL Phone Line.
- 6.2 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.
- 6.3 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.
- 6.4 You acknowledge that failure to install, or to correctly install, the filter or central splitter can result in the Service being interrupted and/or the Service interfering with the operation of monitored security systems or telephony devices.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the 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.
- 7.2 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

Monthly Usage Allowance

- 7.3 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:
- (a) your access to the Service may be Shaped in accordance with clause 7;
 - (b) we may bill you Excess Usage Charges for your Excess Usage; and/or
 - (c) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Network.

Billing

- 7.4 We will bill you for the charges for the 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.
- 7.5 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.
- 7.6 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.7 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

- 7.8 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 yourself.

Payment

- 7.9 You must pay the charges for the Service:
- (a) by direct debit payment from your credit card or nominated bank account; or
 - (b) 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.
 - (c) if you have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order
- 7.10 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;
 - (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 to your credit card immediately on notice of cancellation of the Service.
- 7.11 If your direct debit from your bank account payment or from your credit card is declined for any reason we may we may impose a Decline Fee.
- 7.12 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 16.4 and 16.5 of Section A General Terms, you must continue to pay the charges for the 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 Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

- 8.1 Each ADSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month).

- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("**Billing Month**"). Your amount of data Usage (measured in Megabytes) applies to both Downstream and Upstream data.

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Service will be Shaped.
- 8.4 If your broadband plan is currently unbundled and you choose to bundle part way through your calendar cycle or if you change to a plan with different download quotas – the quota you have used thus far will be deducted from the On Peak and Off Peak or anytime allocation of your new plan. This principle also applies if you are currently bundled and choose to unbundle your broadband service.
- 8.5 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Months.
- 8.6 Your Service is shaped on the period (On Peak or Off Peak) in which you've exceeded your quota. You can find details of your On Peak/Off Peak timing by logging into MyNetspace and selecting 'Volume Usage' from your account tools

Monitoring your Usage

- 8.7 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 Service is Shaped.
- 8.8 An online Usage monitoring application is provided at our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 9.2 Our rights to suspend or cancel the Service under this clause 9, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

Cancellation or suspension by you

- 9.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.4.
- 9.4 If you cancel the Service after ADSL Line Completion but before the end of the Contract Term, the Fees set out in the Pricing Schedule apply. Subject to clause 9 of the General Terms (Billing Disputes), 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 Netspace Entity to you.

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

Variations

- 9.6 You may vary:

a Service or an ADSL Pricing Plan to another Service or ADSL Pricing Plan within that range by:

- (a) completing and submitting a new online application form located in MyNetspace plan change web page or by telephoning Customer Support and asking a customer service representative to complete the application form on your behalf;
- (b) paying the Downgrade Fee; and
- (c) paying the revised charges for the varied Service (if any) from the date of completion of the variation.

- 9.7 If you vary your Service or ADSL Pricing Plan by using the MyNetspace plan change referred to in clause 9.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.

- 9.8 If you vary your Service or ADSL Pricing Plan in accordance with clause 9.6, such variation will not affect the duration of the Contract Term.

- 9.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping and for determining whether Excess Usage Charges are payable.

10. ADSL PHONE LINE AND MOVING PREMISES

Cancellation or disconnection of your ADSL Phone Line

- 10.1 You acknowledge and agree that the 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 (e.g. change of account holder name or change of service provider);
- (c) your ADSL Phone Line is cancelled.

- 10.2 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 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 within 14 days, you will be liable to pay the Contract Break Fees;
- (d) if you request us to reinstall or reprovision the Service on your ADSL Phone Line, you must pay us the reconnection fee;
- (e) you must continue to pay all charges for the 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

10.3 The Service may not be available from all locations. Accordingly, if you plan to move premises and relocate the 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.

10.4 If the Service is available at your new address:

- (a) we may accept your Application and provide the Service at your new address; and
- (b) we will charge you a relocation fee.

10.5 If the Service is not available at your new address and you move before the end of the Contract Term and:

- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee, but we may charge you a Downgrade Fee if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service).
- (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then:

- (A) the Service will be automatically cancelled 30 days after you notify us; and

- (B) the Contract Break Fees will apply.

10.6 If broadband is available at your new address but due to the relocation, your network changes from Netspace to Telstra or from Telstra to Netspace;

- (a) and you are on a currently sold broadband plan, you will be moved to the equivalently priced plan on the new network
- (b) and you are on a legacy broadband plan (i.e. formerly sold plan), you will need to move to a current broadband plan. If you have a legacy Phone product you will also have to upgrade to a current Phone plan where applicable.

- 10.7 If you have a preselect plan, changing premises will require you to either unbundle your preselect service and take a broadband standalone plan, or replace your preselect service with full phone service. If you choose the latter option, you will also be required to move to a currently sold broadband plan.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours 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. We provide customer support for connecting the Service to a single computer that meets the System Requirements. 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 Service

Back-Up Service

- 11.3 Subject to clause 11.4, in the event of a Service fault described in clause 11.1, we will, at your request or as part of the Service, supply a back-up Dial up service, via a standard modem ("**Back-Up Service**").
- 11.4 If we supply the Back-Up Service and the Service fault described in clause 11.1, in our reasonable opinion, was a result of, directly or indirectly, an act or omission by you, any person authorised by you or by any of your employees, agents or contractors:
- (a) you will be responsible for supplying the standard modem at your cost;
 - (b) you must pay for the cost of the phone call from your modem to a back-up Dial up number charged by your telecommunications service provider ("Connection Charge"); and
 - (c) your Internet Access Usage will be calculated against the modem Dial up and will be recorded towards your Traffic Usage for the month.

Warranty

- 11.5 We provide the warranty specified in the Pricing Schedule C at no extra cost, with equipment we supply to you. The warranty does not apply where you have supplied your own modem or other equipment.
- 11.6 We are not able to provide support for software not supplied by us, including software Downloaded from the Internet

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:
- (a) our CRA, including clause 4 of the General Terms, and this clause 12, and;

- (b) 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.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 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 customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic 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. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the 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 10 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. By default the following ports are blocked for incoming connections: blocking Port 80 (WWW), Port 25 (SMTP), Port 135 and 139 (NetBIOS), Port 443 (HTTPS) and ICMP packets. The port blocking can be removed by you through the MyNetspace, which can be found on our Website.
- 12.7 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 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.
- 12.8 You may request Additional Users on the Service.

- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the 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 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.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

13. YOUR ACKNOWLEDGEMENTS

13.1 You acknowledge that:

- (a) the 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:
 - (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 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 Service, including any virus or other harmful software; or
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

14. DEFINITIONS AND INTERPRETATION

14.1 In this Service Description:

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

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

Billing Month has the meaning set out in clause 8.2.

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dial up.

Dial up means a telephone connection in a system of many lines shared by many users. A Dial up connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Downtime means periods of unavailability or limited availability of Internet Access.

Early Termination Fee means a fee charged for disconnection of service within the first 6 months.

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 Dial up, 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.

MyNetspace means the customer account management area of our Website accessible by using your username and password.

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.

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.

Warranty Period means the period referred to in clause 11.5 and specified in the Pricing Schedule.

14.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

Customer Relationship Agreement

SECTION B3: DIAL UP INTERNET 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 clause 7 of this Service Description.

1. ABOUT THE DIAL UP SERVICE DESCRIPTION

Our Customer Relationship Agreement

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

Service options

- 1.3 The Dial up Service comprises of the following Service options:
- (a) Hourly Dial up
 - (b) Unlimited Hours

The Service features for these Service options are described in the Pricing Schedule. Some Dial up Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as "Grandfathered Products".

2. THE DIAL UP SERVICE

What is the Dial up Service?

- 2.1 The Dial up Service is a Dial up Internet access service that provides access to the Internet and related services, such as email and the world wide web, by means of a Megapop Network connection on 0198 333 003. Access is on an on-demand basis.
- 2.2 You may also have selected in your Application features and characteristics applicable to the Service. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.3 In order to receive and access the Service you must:
- (a) ensure that your computer meets all of our System Requirements and that you have a power supply required to run it; and
 - (b) install, or arrange for the installation of a Dial up modem ("Dial up Modem") and a telephone wall socket to connect the Dial up modem to your telephone line.

- 2.4 You will need to have purchased the Dial up Modem before we can supply the Service to you. The operation of the Dial up Modem and any repairs to it will be your responsibility.
- 2.5 You acknowledge that:
- (a) the data transmission speed achievable on Dial up can vary as factors such as modem configuration, your Internet connection and the technology used to provision the Service have an effect on the data transmission speed;
 - (b) if your computer does not meet the System Requirements, you will not be able to access, operate or use the Service or receive customer support; and
 - (c) you are solely responsible for your computer and its operation.
- 2.6 The following restrictions apply to the use of the Service:
- (a) You must be the Legal Lessee (account holder) of your telephone line or, if you are not the Legal Lessee of your telephone Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service;
 - (b) You must be over 18 years of age. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service;

Term

- 2.7 We will provide, and you must acquire, the Service on a month to month basis in accordance with our CRA until it is cancelled in accordance with our CRA.

3. SERVICE CHARGES, BILLING AND PAYMENT

Monthly Usage Allowance

- 3.1 Some Dial up Pricing Plans have a Monthly Usage Allowance. If this applies to your selected Dial up Pricing Plan and you exceed the Monthly Usage Allowance we may:
- (a) bill you for Excess Usage Charges for your Excess Usage; and/or
 - (b) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Dial up Network.

Service Charges

- 3.2 You must pay the charges for the 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.
- 3.3 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

- 3.4 Local call charges will apply in respect of the Service, provided you dial our nationwide Dial up number which is currently 0198 333 003 or such other number notified to you by us from time to time. If calling outside the nationwide calling area or calling via a mobile phone, additional call charges may apply.

Variation of Charges

- 3.5 We may vary the charges for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of Service Charges

- 3.6 Service charges will accrue from the Service Commencement Date.

- 3.7 You must pay the Service charges even if:

- (a) your computer is not working;
- (b) the Service is unavailable or has limited availability for an insignificant period of time as a result of a Network or system outage; or
- (c) you actively cease using the Service for any reason in circumstances where the Service is available for use.

Billing

- 3.8 We will bill you for Monthly Service Fees:

- (a) if you also elect to receive our Phone Service, monthly in advance; or
- (b) otherwise monthly in advance unless you apply for the Service online and you choose an alternative billing period (either quarterly or annually in advance);

We will bill you for any other charges for the Service in accordance with the billing period and any other terms set out in the Pricing Schedule.

Payment

- 3.9 You must pay the charges for the Service:

- (a) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or
- (b) otherwise, by such flexible payment methods offered by us including credit card, automatic direct debit, direct debit BPAY or cash (in person at our Perth office only) or phone or online payments.

- 3.10 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 Service Commencement Date;

- (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details; and
 - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 3.11 if your direct debit from your bank account payment or from your credit card is declined for any reason, a Decline Fee may be charged.

4. SUSPENSION, CANCELLATION AND VARIATIONS

- 4.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 4.2 You may cancel the Service at any time by giving us notice in writing. You will not be required to pay any Break Fee but you must pay for the Service up to the end of the notice period.
- 4.3 You may vary the Service by:
- (a) completing and submitting a new online application form located on MyNetspace plan change web page or by telephoning Customer Support and asking a customer representative to complete the application form on your behalf; and
 - (b) paying the revised charges for the varied Service (if any) from the date of completion of the variation in accordance with the Pricing Schedule.
- 4.4 If you vary your Service or by using MyNetspace plan change referred to in clause 4.3(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 4.5 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of determining whether Excess Usage Charges are payable.

5. CUSTOMER SUPPORT

- 5.1 If you experience a fault with the Service require support with your connection to the Service or have any questions relating to it you can contact Customer Support by telephoning support or emailing your inquiry to our support team.
- 5.2 We will use reasonable endeavours to rectify the fault as soon as possible after you report a fault to us in accordance with clause 5.1. However, depending on the nature of the fault, rectification may take longer. We will provide customer support for your connection to the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection or configuring of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to our Dial up Network.

- 5.3 We do not provide support for software not supplied by us, including software Downloaded from the Internet.
- 5.4 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 Dial up Modem or other equipment.

6. YOUR ACKNOWLEDGEMENTS

6.1 You acknowledge that:

- (a) the 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 any 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:
 - (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 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 Service, including without limitation any virus or other harmful software; and
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

7. DEFINITIONS AND INTERPRETATION

7.1 In this Service Description:

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

Data Usage Allowance means the amount of data that is provided in accordance with the Plan selected by you in your Application.

Dial up means a telephone connection in a system of many lines shared by many users. A Dial up connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Dial up Modem means an approved Dial up modem.

Downtime means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Excess Usage Charges means the fees payable for Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Filtering Software means Internet filtering software approved for use under the IIA Codes.

IIA Codes means the Internet Industry Codes of Practice registered under the Broadcasting Services Act 1992. (see <http://www.iaa.net.au>)

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

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

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 Data Usage Allowance and/or Time Usage Allowance.

Software means any 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 following minimum computer hardware and operating systems software required for installation and customer support:

- (c) Windows 95/98/NT/2000: Pentium 100, 32 Mb of RAM, 100Mb of free disk space, SVGA 800x600, 33.6k Modem. Recommended Pentium 200 MMX, 64Mb of RAM, 200Mb of free disk space, SVGA, 102x768 & sound card, 56k Modem;
- (d) Macintosh: 608040 CPU or Power PC, OS 7.6, 16Mb of RAM, 100Mb of free disk space, 33.6k Modem. Recommended 604e or G3 Power PC, OS 8.5, 64Mb of RAM, 100Mb of free disk space, 56k Modem.

Time Usage Allowance means the amount of time that is provided in accordance with the Plan selected by you in your Application.

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 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 modem or Internet connection device).

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.

Warranty Period means the period referred to in clause 5.4 and specified in the Pricing Schedule.

7.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

Customer Relationship Agreement

SECTION B4: NAKED DSL SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of this CRA or in clause 14 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 a Naked DSL Service to you. Prior to Cutover to the Naked DSL Service, the terms and conditions of your previous service provider apply. After Cutover to the Naked DSL Service, these terms and conditions apply.
- 1.2 The General Terms set out in Section A of our CRA, and Section B1 (in particular Clause 4 'The Netspace VoIP Service') and Section C the Pricing Schedule also apply to the Naked DSL Service.

Service options

- 1.3 The Naked DSL Service comprises of the following Service options:

- (a) Naked DSL Home - 1 to Naked DSL Home - 3

The Service features for all current Service options are described in the Pricing Schedule.

2. THE NAKED DSL SERVICE

What is the Naked DSL Service?

- 2.1 The Naked DSL service is a broadband service delivered over a communications wire on which there is no active PSTN telephone line. Broadband provides access to the internet and related services, such as email and the world wide web, by means of ADSL technology.

You may also have selected features and characteristics applicable to the Service in your Application. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.2 In order to receive the Service you must
- (a) meet all of our System Requirements; and
- (b) install, or arrange for the installation of, all the Required Equipment.
- 2.3 The Service is only available in locations which are ADSL enabled on our DSLAM Network. Your Naked DSL Access Line is subject to a Full Service Qualification as not all telephone lines are compatible with the Naked DSL Service.

2.4 The Service can only be supplied over a Communications Wire that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

2.5 You acknowledge that:

- (a) you may not be able to receive the Service at your location;
- (b) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0
- (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.
- (e) we do not guarantee Internet connectivity through a wireless access point, 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 Service and may not be available to you following installation of the Service;
- (g) we cannot guarantee that your connection to the Internet will achieve any specific 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 Service in accordance with the Consumer Guarantees Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us).. This does not limit your right to obtain rebates in some circumstances, as set out in clause 15.2 of the General Terms.

2.6 The following restrictions apply to the use of the Service:

- (a) You must be the Legal Lessee (account holder) of the Access Line or, if you are not the Legal Lessee of the Access Line used to connect to the Service,

you have obtained the Legal Lessee's permission to connect the Service;
and

- (b) You must be over 18 years of age to apply for the Service.

Contract Term

- 2.7 If you apply for a Naked DSL service for a contracted period of time we will provide, and you must acquire the Service, in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee. After the end of the Contract Term we will continue to provide to you the Service until it is cancelled in accordance with our CRA.

3. INSTALLING THE SERVICE

Self Installation

- 3.1 We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- 3.2 We will endeavour to deliver the Hardware and/or Equipment promptly after installation of the Access Line or approval of your Application (as applicable).
- 3.3 You acknowledge that we may activate the Naked DSL Service before delivering the Hardware and/or Equipment.
- 3.4 You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (eg electrician or licensed cabler).
- 3.5 If you notify us that your Hardware and/or equipment is faulty, you must give us sufficient information to assess the equipment (including allowing us to test your computer to evaluate its performance). If we find that it is not faulty, we may charge you an Incorrect Call-Out.
- 3.6 If you notify us that your Hardware and/or Equipment is faulty within the Warranty period referred to in clause 11.5, and the Hardware and/or Equipment needs to be returned, you will be shipped replacement Hardware and/or Equipment and a return freight bag in which to return the faulty Hardware and/or Equipment. If the faulty Hardware and/or Equipment is not returned to us, with all cables and components within 21 days of you receiving the replacement Hardware and/or Equipment and a return freight bag, you will be charged the full price for the purchase of the Hardware and/or Equipment that we shipped to you, plus any shipping costs relating to the prepaid satchel that was sent to you.

Provisioning timeframes for broadband services

- 3.7 Provisioning your broadband services can take between 5 and 20 business days for a service on the DSLAM network. Some services are eligible for a streamlined provisioning process, which can reduce the time it takes for the service to be provisioned. This is called the "Premium Provisioning" process and can be purchased during your Application. The Premium Provisioning process is charged at the rate described in Section C: Pricing Schedule.

4. SOFTWARE

4.1 We may choose to provide the Modem Software and other Software to you for use with the Service.

Licence to use

4.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 4 and any end user agreement provided with the Software at the time of installation.

Restrictions on Use

4.3 Where we provide Software to you, you must:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional computers corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
- (c) only use the Software in accordance with our reasonable directions from time to time;
- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
- (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
- (f) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.

4.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

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'. If the equipment is 'as new' we will disclose this to you before delivery. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.

5.2 If we do not supply any or all of the Required Equipment to you, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:

- (a) any such equipment, including ADSL modem and filters, must meet the requirements specified on our Website; and
- (b) the operation of such equipment and any repairs to it will be your responsibility.

6. NAKED DSL SPECIFICS

Terms and conditions general

- 6.1 The Naked DSL Service is a Broadband service delivered over a Communications Wire on which there is no active PSTS telephone line. Broadband provides access to the Internet and related services, such as email and the world wide web, by means of ADSL technology.
- 6.2 Naked DSL is only able to be provided where:
 - (a) an existing or spare Communications Wire exists in the Telstra Network;
 - (b) in geographical areas in which the necessary Netspace equipment (known as a 'DSLAM') has been installed in the relevant Telstra exchange;
 - (c) free capacity exists on the DSLAM Network; and
 - (d) the Communications Wire passes Full Service Qualification for Naked DSL.
- 6.3 Netspace will provide the Naked DSL Service to the Network Boundary Point.
- 6.4 You are responsible for all wiring at your premise. Where wiring does not exist or you have a fault with your wiring, you must arrange for your own contractor to perform the work required to install or fix this wiring.
- 6.5 We will make reasonable endeavours to ensure your Cutover occurs at the nominated time; however events beyond our control may cause delays in some cases.
- 6.6 We will make reasonable endeavours to ensure Service Activation of your Naked DSL Service occurs within 24 hours of Cutover; however events beyond our control may cause delays in some cases. We will notify you of Service Activation at the email address or via SMS to the mobile number provided by you in your application.
- 6.7 Netspace provides a VoIP Service with the Naked DSL Service. The VoIP service is an Netspace VoIP service as described in Part B1 clause. The fees for the VoIP Service are outlined in the Pricing Schedule.

Applying for Naked DSL with a working phone line

- 6.8 Your telephone line, and all services and features associated with this telephone line, will be disconnected at Cutover to the Naked DSL Service.
- 6.9 You agree that any action, claim, proceedings, liability, loss, damage, cost or expense that may arise or you may suffer in relation to the service provided to you prior to connection of the Naked DSL Service will be between you and your previous service provider.

- 6.10 When you request your telephone number to be the number of the VoIP Service, you agree to transfer that telephone number from the Telstra Network to the Netspace Network. Your telephone number will be temporarily unavailable after Cutover. If, for any reason, your service is faulty after Service Activation you must lodge a fault with Netspace. The telephone number will only be available once any faults have been resolved
- 6.11 Services associated with a telephone line that require a telephone line to operate (e.g. monitored alarms, fax, EFTPOS machines, etc) will not operate with the Naked DSL Service. It is your responsibility to ensure that alternative arrangements are made (if required) and Netspace will not be liable to you in relation to the foregoing.
- 6.12 Your primary pay TV services will continue to operate when you move to a Naked DSL Service, however your pay TV service provider may utilise a telephone line for certain features such as purchasing box office movies and voting. It is your responsibility to check with your pay TV service provider as to what services will continue to be available when your telephone line is cancelled upon Cutover to the Naked DSL Service
- 6.13 If you have a handset rental agreement with your telephone service provider you must return the handset to them under the terms of their service contract

Applying for Naked DSL without an active phone line

- 6.14 You are required to be at the Premises where the Naked DSL Service is to be installed at the time of Cutover in case we or our contractors require access to the Premises when connecting the Naked DSL Service. If you are not at the Premises and the installer requires access to the Premises, then the Cutover will not proceed. A new date for Cutover can be arranged, however the cost for a new appointment is an additional \$109, plus there is a minimum 5 Business days waiting period for the new appointment. This is known as the Retarget Fee.
- 6.15 By purchasing the Naked DSL Service you agree to the provision of a new Communications Wire to be connected to the Netspace Network.

Moving from a ADSL2+Broadband service

- 6.16 You may request to change from the Netspace ADSL2+ Broadband Service to the Naked DSL Service.
- 6.17 The ADSL2+ Broadband service must be cancelled from your Access Line prior to Netspace providing the Naked DSL Service. Netspace will remove the ADSL2+ Broadband Service from your Access Line. You will not have Broadband access from the time of Application until Service Activation which is an estimated period of 3 weeks; however events beyond our control may cause delays in Service Activation in some cases.
- 6.18 Netspace is unable to pre-qualify the Netspace ADSL2+ Broadband Service for the Naked DSL Service. Therefore Netspace does not guarantee that your application will be successful when you apply to change from an ADSL2+ Broadband Service to the Naked DSL Service.
- 6.19 If your Application for the Naked DSL Service is unsuccessful due to the Access Line not meeting the Full Service Qualification or for any other reason and you wish to revert to ADSL2+ Broadband, you will be required to make a new

Application for an Netspace ADSL2+ Broadband Service. This will be treated as a new Application; and will be subject to availability and standard connection fees will apply.

- 6.20 The ADSL2+ Broadband Service will be cancelled after Service Activation of the Naked DSL Service.
- 6.21 No Break Fees (Early Termination or contract) apply on the ADSL2+ Broadband Service when you move to the Naked DSL Service. As no Break Fees are being applied, any remaining Contract Term on the ADSL2+ Broadband Service will apply to the Naked DSL Service. Standard Setup Fees on the Naked DSL Service outlined in the Pricing Schedule will apply.

For example if you have 10 months remaining on a 24 month ADSL2+ Broadband Service when you move your ADSL2+ Broadband Service to the Naked DSL Service, no Break Fee will be applied and a 10 month Contract Term will be applied to your Naked DSL Service. If you select a new 24 month Contract Term on the Naked DSL Service, the Contract Term will be capped at 24 months.

Moving from an ADSL Broadband service

- 6.22 You may request to change from an ADSL Broadband Service to the Naked DSL Service.
- 6.23 Where you request to change from a ADSL Broadband Service to the Naked DSL Service we will use reasonable endeavours to connect you to the Naked DSL Service subject to clause 6.24.
- 6.24 In most cases where a ADSL Broadband Service is connected to an exchange that is part of the Netspace network, your Access Line will either be incompatible for ADSL2+ Broadband and therefore also incompatible for the Naked DSL Service or your ADSL Broadband Service will be scheduled as part of a program to migrate your ADSL Broadband Service to an ADSL2+ Broadband Service. Where your ADSL Broadband Service is scheduled for migration to a ADSL2+ Broadband Service, your application for the Naked DSL Service will be unsuccessful.
- 6.25 If clause 6.24 applies, you can make a new Application to change your ADSL2+ Broadband Service to the Naked DSL Service.
- 6.26 The ADSL Broadband Service will be cancelled after Service Activation of the Naked DSL Service.
- 6.27 No Break Fees (early termination or contract) apply on the ADSL Broadband Service when you move your ADSL Broadband Service to the Naked DSL Service. As no Break Fees are being applied, any remaining Contract Term of the ADSL Broadband Service will apply to the Naked DSL Service. Standard setup fees will apply to the Naked DSL Service as outlined in the Pricing Schedule.
- 6.28 For example if you have 10 months remaining on a 24 month ADSL Broadband Service when you move your ADSL Broadband Service to the Naked DSL Service, no Break Fee will be applied and a 10 month Contract Term will be applied to your Naked DSL Service. If you select a new 24 month contract Term on the Naked DSL Service, the Contract Term will be capped at 24 months.

Fault reporting and restoration

- 6.29 If your Naked DSL Service is faulty, in most cases you will be required to be at the Premises where the Naked DSL Service is installed for the fault to be fixed. If we require you to be at the Premises during fault fixing, we or a Netspace Contractor will contact you to arrange a suitable time.

If you lodge a fault on the Naked DSL Service and a technician has attended your Premises, and the fault is found to be within your own equipment (excluding where the fault is isolated to your wiring under which clause 6.30 applies), you will be required to pay a Flat Fee for Service according to the Pricing Schedule.

- 6.30 If you lodge a fault on the Naked DSL Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you must arrange for your own contractor to perform the work required to install or fix this wiring.

Cancellation

- 6.31 To cancel your Naked DSL Service the authorised account holder must contact us and we will cancel the Naked DSL Service, subject to proof of identify and other requirements.
- 6.32 Cancellation of your Naked DSL Service will result in the cancellation of the corresponding VoIP Service, and you may have to pay a Break Fee (as set out in the Pricing Schedule) if it is during a Contract Term.
- 6.33 From time to time, Netspace may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. If this occurs, we will contact you to arrange the cancellation of your Naked DSL Service. We will not be liable to you for any such cancellation.

Withdrawing an application for a Naked DSL Service

- 6.34 You can submit a request for withdrawal of an Application for a Naked DSL Service before the Cutover of the Naked DSL Service.
- 6.35 Netspace will make all reasonable attempts to action Application withdrawal requests before the Cutover of the Naked DSL Service, however in some cases the Application may have progressed to a point where the Application can not be withdrawn. Accordingly Netspace cannot guarantee that a request for withdrawal of an Application will be accepted.
- 6.36 If your request for withdrawal of an Application is successful, the following fees will apply:
- (a) where the withdrawal is approved at least 3 whole business days before a Cutover, an early withdrawal charge of \$29 will apply; or
 - (b) where the withdrawal is approved at less than 3 whole business days before a Cutover, a late withdrawal charge of \$109 applies.

If your request for withdrawal of an Application is unsuccessful, you will need to submit a cancellation request after Service Activation.

The Customer Authorisation

- 6.37 Submission of your Naked DSL Application constitutes your Customer Authorisation for the Naked DSL Service and acceptance of all of the terms and conditions associated with the Naked DSL Service. The Naked DSL Application can only be completed by the person who has authority to transfer, cancel or otherwise deal with the Access Line over which the Naked DSL Service is to be provided.

Information relating to the Naked DSL Service

- 6.38 You acknowledge and agree that:
- (a) the same incentives and benefits (for example, discount plans and any concessions) available from your previous service provider may not be available for the Naked DSL Service;
 - (b) prior to the date that the Naked DSL Service is provided by Netspace, any content and/or carriage services provided over the relevant telephone line will be provided by your previous service provider;
 - (c) you will be liable to your previous service provider for all liabilities and debts incurred and/or billed for the relevant telephone line until termination of the previous service contract;
 - (d) you will contact your previous service provider in relation to the provision of services and any faults relevant to the telephone line in the period prior to the date that the Naked DSL Service is provided by Netspace;
 - (e) staff or representatives of Netspace and/or your previous service provider may need to access your Premises for the purposes of installation or maintenance work;
 - (f) if you make an Application for the Naked DSL Service, any pending orders in relation to your existing service will be cancelled;
 - (g) whether or not Netspace provides the Naked DSL Service to you is dependant on a number of factors including access to the service being provided by Telstra and the availability of the service. The availability of the Naked DSL Service also varies depending on the geographic and technical capability of the underlying Network;
 - (h) to receive the Naked DSL Service, you are required to have the Required Equipment. We are under no obligation to provide the Naked DSL Service to you if you do not have the Required Equipment;
 - (i) all faults relating to the Naked DSL Service must be reported to Netspace; and
 - (j) if we agree to provide the Naked DSL Service to you, we will advise you if there is any significant delay during the Application process.

7. SERVICE CHARGES AND BILLING

Service charges

- 7.1 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application.
- 7.2 The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your Application.

Billing

- 7.3 We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- 7.4 Your bill will be electronically mailed to the email address you provided us to us from time to time. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 7.5 We may vary the charges payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of charges

Service charges will accrue from the date of Service Activation.

Payment

- 7.6 You must pay the charges for the Service:
- (a) by direct debit payment from your credit card or nominated bank account;
or
 - (b) by a acceptable method as described on your invoice.
- 7.7 If you 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 clause 0;
 - (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 funds available on your credit card account to pay for invoiced fees; and
 - (d) charge any Break Fee payable under clause 9.3 to your credit card immediately on notice of cancellation of the Service.
- 7.8 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline.

- 7.9 Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clauses 15.2 and 15.3 of Section A General Terms, you must continue to pay the charges for the 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 Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.

8. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

- 8.1 Each Naked DSL Pricing Plan provides a Monthly Usage Allowance that represents the maximum Usage that can be used at High Speed during a Billing Month (regardless of the number of days in that month). Barring Exempted Sites and VoIP, all traffic is counted towards the Monthly Usage Allowance on the Naked DSL Service.
- 8.2 Your Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("**Billing Month**"). Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

- 8.3 If your Usage exceeds the Monthly Usage Allowance for any given Billing Month, then your access to the Naked DSL Service will be Shaped (Downstream and Upstream). The VoIP service is exempted from Shaping.
- 8.4 Your Service will remain Shaped until the commencement of the next Billing Month. Any unused Monthly Usage Allowance in any Billing Month cannot be rolled over into subsequent Billing Months.
- 8.5 For Residential Naked DSL Plans Your Service is shaped during the period (On Peak or Off Peak) in which you have exceeded your usage, For Business Naked DSL Plans Your Service is shaped when you have exceeded your usage.

Monitoring your Usage

- 8.6 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 Service is Shaped.
- 8.7 An online Usage monitoring application is provided on our web page to allow you to view your Usage for the current Billing Month.

9. CANCELLATION, SUSPENSION AND VARIATION

Cancellation or suspension by us

- 9.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 9.2 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 9.3.
- 9.3 If you cancel the Service after Naked DSL Service Activation but before the end of the Contract Term, the Break Fees will apply. Subject to the clause 9 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or bank account at the time of 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 Netspace Entity to you.
- 9.4 Naked DSL services cannot be suspended by you as there is an on-going cost incurred by us in maintaining the connection with our supplier.

Variations

- 9.5 You may vary a Naked DSL Pricing Plan within the Naked DSL Service Home and Business range to another Naked DSL Service or Naked DSL Pricing Plan within that range.
- 9.6 If you vary your Service of Naked DSL Pricing Plan by using MyNetspace you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 9.7 The variation of your Service or Naked DSL Pricing Plan will not affect the duration of the Contract Term.
- 9.8 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

10. CANCELLING OR DISCONNECTING AND MOVING THE NAKED DSL SERVICE

Cancellation or disconnection of your Naked DSL Service

- 10.1 To cancel your Naked DSL Service the authorised account holder must contact Netspace and request us to cancel the service, subject to proof of identify and other requirements.
- 10.2 Cancellation of your Naked DSL will result in the cancellation of your VoIP Service.
- 10.3 From time to time, Netspace may be notified by our Local Loop provider that the Naked DSL Service can no longer be provided. In this circumstance, we will contact you to arrange the cancellation of your Naked DSL Service. Netspace will not be liable to you for any such cancellation.

Moving Premises

- 10.4 The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Naked DSL Service.

- 10.5 If the Service is available at your new Premises:
- (a) we may accept your Application and provide the Service at your new Premises; and
 - (b) we will charge you a setup fee as specified in the Pricing Schedule.
- 10.6 If the Service is not available at your new Premises and you move before the end of the Contract Term and:
- (a) you elect to obtain an alternative service from us at your new address, we will waive any Break Fee payable under clause 9.3, but we may charge you a Downgrade Fee if the change to an alternative service involves a reduction in the charges payable by you, (in addition to the applicable set-up fee for the new service, as specified in the Pricing Schedule).
 - (b) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then the Break Fee payable under clause 9.3 will apply.

11. CUSTOMER SUPPORT

Fault reporting and rectification

- 11.1 If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.
- 11.2 We will use reasonable endeavours to rectify the fault as soon as possible after you report a fault to us in accordance with clause 11.1.
- 11.3 We provide customer support for connecting the Service to a single computer that meets the System Requirements. 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 Service.

Back-Up Service

- 11.4 As there is no telephone line associated with this service there is no backup Dial Service.

Warranty

- 11.5 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.

Software

- 11.6 We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

12. USE OF THE SERVICE

- 12.1 When using the Service you must comply with:

- (a) our CRA, including clause 4 of the General Terms, and this clause 12; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 12.2 Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 12.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 12.4 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 customer service.
- 12.5 All IP addresses provided by us for your use remain our property. Most Services include a dynamic IP address. A new IP address is usually allocated whenever the computer and modem are rebooted. The IP address remains until the next time the computer and modem are switched off. Where provided, you may configure your computer or modem to connect using a static IP address.
- 12.6 We may at any time adjust aspects of the 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 10 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. By default the following ports are blocked for incoming connections: blocking Port 80 (WWW), Port 25 (SMTP), Port 135 and 139 (NetBIOS), Port 443 (HTTPS) and ICMP packets. The port blocking can be removed by you through the MyNetspace, which can be found on our Website.
- 12.7 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 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.

- 12.8 You may request Additional Users on the Service in accordance with the Pricing Schedule
- 12.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 12.10 We may monitor use of the Service to investigate a breach (or suspected breach) of the Fair Use Policy or upon the request of an authorised authority.
- 12.11 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

13. YOUR ACKNOWLEDGEMENTS

13.1 You acknowledge that:

- (a) the 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 any 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:
- (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 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 Service, including any virus or other harmful software; or
 - (D) any charges which a third party may impose on you in connection with your use of the Service.

14. DEFINITIONS AND INTERPRETATION

14.1 In this Service Description:

Access Line means a line or line [or Communications Wire], and ancillary facilities, over which the Service is delivered, connecting equipment to [the DSLAM Network / local exchange of a carrier or carriage service provider]

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

ADSL Modem means an approved ADSL Modem.

Billing Month has the meaning set out in clause 8.2.

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dial up.

ADSL Broadband Service means any of the current or Grandfathered ADSL Broadband services.

ADSL2+ Broadband Service means any of the current or Grandfathered ADSL2+ Broadband services.

Communications Wire (Or Local Loop) means a cable connecting one or more twisted metallic pairs between a Telstra local exchange and the Network Boundary Point.

Customer Authorisation means an electronic authorisation for the purpose of the customer authorising Netspace to provide the Naked DSL Service (including Cutover), in the form of your Application for Naked DSL.

Cutover means the activity of physically connecting the Communications Wire to the Netspace network equipment.

Dial up means a telephone connection in a system of many lines shared by many users. A Dial up connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Downtime means periods of unavailability or limited availability of Internet Access.

Flat Fee for Service means a Fee that will be applied to your account in the event you have a fault within your personal equipment

Full Service Qualification means the qualifications that your Access Line must pass to support Naked DSL as determined by us.

Hardware and/or Equipment means a kit containing all Required Equipment and Software ordered by you in your Application.

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

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

MDF means main distribution frame.

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 and Usage Fees.

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

Multiple Dwelling means more than one premises on a common property. These may be single or multiple storey buildings (eg duplex, flats, multiple-storey offices, offices with MDF equipment etc)

Network Boundary Point means:

- (e) in Single Dwellings, the first wall socket after the building entry of the premises; in Multiple Dwellings a point outside the premises; and
- (f) in Multiple Dwellings:
 - (i) if there is a Main Distribution Frame (MDF) in the building and the line is connected to the MDF - a two wire point on the side of the MDF nearest to the Telstra Network; or
 - (ii) if paragraph (i) does not apply but the line is connected to a network termination device located in, on or within close proximity to, the building - the side of the device nearest to the customer.

Naked DSL Service is the service described in clause 2.1.

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

PSTS means a public switched telephone service or standard telephone service typically provided by Telstra or a Telstra reseller.

Required Equipment means:

- (g) an ADSL modem;
- (h) an Ethernet port/card to connect your computer to the ADSL Modem;
- (i) a telephone wall socket to connect the ADSL Modem to your ADSL Access Line; and
- (j) any additional equipment that may be required for your particular computer and telephone requirements.

Retarget Fee means a fee applied when you are not at your premises at the time of Cutover when you have been advised to be at the Premises as described in clause 6.14.

Service Activation means the activation of the Naked DSL Service in Netspace's systems.

Set-up Fee means a once-off initial fee for setting up the Service as set out in the Pricing Schedule.

Single Dwelling means one premises on a common property.

Shaping means, where your Usage exceeds the Monthly Usage Allowance in any given Billing Month, the Download and Upload speed 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.

MyNetspace 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 Naked DSL 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. sent from your modem or internet connection device)

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

Warranty Period means the period referred to in clause 11.5 and specified in the Pricing Schedule or such longer period required by applicable legislation.

Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

Customer Relationship Agreement

SECTION B5: IPTV 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 clause 16 of this Service Description.

1. ABOUT THE IPTV SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the IPTV Service Description of our CRA under which we supply an IPTV Service to you. Our CRA Section A General Terms and Section C Pricing Schedule also apply to the IPTV Service.

Service Options

- 1.2 The IPTV Service Options comprise of:

- (a) iiNet TV with Fetch Starter; and
- (b) iiNet TV with Fetch Entertainment

The Features for each Service Option are described in clauses 6 and 7 of this Service Description and Section C Pricing Schedule.

2. THE IPTV SERVICE

What is the IPTV Service?

- 2.1 IPTV is a Service through which digital television is delivered to you over the Internet. IPTV can deliver services such as live television, time-shifted programming, Video On Demand Content and interactive applications. The Service is accessed using a Set Top Box.

Contract Term

- 2.2 Your agreement with us (our CRA) commences when we accept your Application. The Contract Term for the Service commences when the Service is Activated or deemed to be Activated in accordance with clause 9.4.
- 2.3 Unless you withdraw your Application in accordance with clause 5.5, we will provide, and you must acquire, the Service in accordance with our CRA for at least the Contract Term specified in your Application. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in Section C Pricing Schedule. After the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our CRA.

3. ELIGIBILITY FOR THE IPTV SERVICE

Service Qualification

- 3.1 You must meet (and continue to meet for the Contract Term) a set of requirements to qualify for the Service. These requirements may change from time to time (we will notify you in accordance with clauses 1.3 to 1.8 of the General Terms). To be eligible for the Service, we check your qualification against these requirements on your Application prior to accepting your Application. The Service Qualification requirements are set out in clauses 3.2 to 3.11 below.

Modem Qualification

- 3.2 The Service requires use of an appropriate modem. In order to receive the Service you must use a compatible modem. You can purchase a compatible modem from us. Where we provide you with a compatible modem we will ensure that modem is capable and configured to support the Service.

Your Broadband Connection Qualification

- 3.3 Your Netspace Broadband Service must meet certain requirements to qualify for the IPTV Service. Qualification of your Netspace Broadband Service can only be estimated at the time of your Application and is subject to a full Serviceability Check upon activation of the broadband connection.

Equipment Connectivity Qualification

- 3.4 The distance between your modem and the Set Top Box must be less than 2 metres in order to be connected with the supplied Ethernet Cable.

Ethernet

- 3.5 If the distance is greater than 2-metres but less than 5-metres, you can purchase a 5-metre Ethernet Cable from us in your Application. The cost of a 5-metre Ethernet Cable is set out in Section C Pricing Schedule. You can also purchase your own Ethernet cable, but we do not accept responsibility for any effect a cable we do not supply has on the Service.

Wireless Bridge Device

- 3.6 If the distance between your modem and the Set Top Box is greater than 5 metres, you may use a Wireless Bridge Device, which can be purchased from us in your Application. You can also purchase your own Wireless Bridge Device, but we do not accept responsibility for any effect that your own Wireless Bridge Device that we do not supply has on the Service.

In order to ensure your cabling configuration is correct and meets the requirements for Service Qualification you may use, at your own discretion and cost, a professional cable installer.

Important information about Wireless Bridge Devices

- 3.7 The use of other electrical items can cause interference with the Wireless Bridge Device link and may impact on the quality of the IPTV Service.

Television Qualification

- 3.8 The Television that you intend to use with the Service must have a spare input that is supported by the Set Top Box. The spare input must be HDMI, composite video or S-Video.

Digital Free to Air Qualification

- 3.9 To qualify for the IPTV Service, your digital free to air reception must meet the required standard. If your reception is variable, you may take steps to improve the reception at your own cost by repositioning the antenna, installing an amplifier, installing new cabling or upgrading your antenna.

Expected Line Capacity

- 3.10 We will need to test the capacity and stability of your line to determine whether you qualify for the IPTV Service.

Serviceability Pre-Conditions

- 3.11 The IPTV Service is only available to you where your Premises meets these conditions:
- (a) to qualify for iiNet TV with Fetch Entertainment, the Netspace Broadband Service must be connected to the Netspace DSLAM network which must be connected to an exchange using dark fibre backhaul;
 - (b) the capacity of the Netspace Broadband Service must meet the minimum requirements to support the Service that may change from time to time;
 - (c) the line attenuation of the Netspace Broadband Service must meet the minimum requirements that may change from time to time; and
 - (d) you have the correct and working Equipment and any other required equipment that we notify you that you need (for example, Television, appropriate modem, adequate supply of electricity).

We assess these pre-conditions on your Application. We will advise you of this when we have completed the Serviceability Check.

If at any time you no longer continue to meet the Service Qualifications, we may restrict your access to, suspend or cancel the Service in accordance with clause 11.1.

4. EQUIPMENT

The Equipment

- 4.1 To use the Service you must have installed a Television, modem, broadband connection (an Netspace Broadband Service), Set Top Box, Remote and associated Cabling. The Set Top Box, Remote and associated Cabling are supplied with the IPTV Service (either by purchasing them outright, if available, or by hiring them from us). The supplied Equipment does not include any modem, Television or other display screen, which must be purchased separately. Additional Ethernet Cables and Power Line Communications Devices are also sold

separately and may be purchased from us. The broadband connection is supplied via an Netspace Broadband Service purchased with the IPTV Service as part of a bundle or purchased by you separately, prior to your Application for the IPTV Service.

4.2 The highly recommended compatible modems for use with the IPTV are the range that we supply that can be purchased from us when applying for the IPTV Service.

4.3 We will order the Equipment, modem (if using a modem that we supply) and additional Cables (if required) for you when you have successfully qualified for the Service. We will deliver this hardware to the installation address nominated by you on your Application. We will use our reasonable endeavours to deliver the ordered hardware within 4 business days.

If any component of the Equipment is out of stock, we will withhold sending you the Equipment until all the parts of the Equipment are available and can be sent to you in a single package.

4.4 You will need to have pre-installed any hardware associated with your Broadband Service before you can receive the IPTV Service.

4.5 If you hire the supplied Equipment, the Equipment is owned by Netspace's Supplier and will operate in connection with the IPTV Service. You have no property or ownership rights in the hired Equipment and when the Service ends, you are required to return the Equipment in accordance with our directions.

4.6 You agree that from time to time, we may require access to the Equipment for any reason including, but not limited to, inspect the Equipment, install or maintain additional Equipment and to provide technical support to you.

Installation

4.7 Installation of the Equipment and any associated hardware is your responsibility. You must install the Equipment and hardware according to the instructions provided. The instruction for installation of the supplied Equipment is also available on our Website.

Activation

4.8 After installing the Equipment you will be prompted to Activate the Service by following the On-Screen instructions. You must Activate your Service before the Service will work.

4.9 Upon activation, we will perform a diagnostic test. We record the result of that diagnostic test for the purpose of providing you with technical support.

4.10 If you do not activate the Service within 25 days from the date we accept your Application, we will deem the Service to be Activated in accordance with clause 9.4 and will commence delivering, and charging you for the Service from the 26th day onward.

Permissions & Restrictions

4.11 You must be the rightful owner of the property at the address at which the Service is installed or you must have obtained approval from the rightful

owner of the property of the address to install the Service. This is also a Service Qualification condition.

- 4.12 You or any other person you allow or authorise to use the Equipment must:
- (a) use the Equipment properly and in accordance with the instructions provided with the Equipment, this CRA and any other reasonable instructions we provide from time to time;
 - (b) maintain the Equipment in good, usable condition (fair wear and tear excepted) at all times whilst in your possession or control;
 - (c) where the Equipment is hired, not tamper with, make connections to or operate the Equipment in any way that is likely to affect our Supplier's rights in the Equipment;
 - (d) not connect to, use or authorise the use of any equipment or device which may split, record, re-encode or affect the Equipment or the Service or which is intended to override or interfere with any copyright protection device or process that we or our Supplier use in connection with the Equipment or the Service; and
 - (e) notify us as soon as possible if the Equipment is damaged, destroyed, stolen or interfered with in any way.

Returning the Equipment

- 4.13 When this agreement ends you must return the Equipment to us (if hired) in accordance with our reasonable instructions given to you at that time. If you fail to return the hired Equipment within 21 days of receiving the instructions, or the hired Equipment is not returned in good working order, you will incur a Non-Return Fee as specified in Section C Pricing Schedule. Note that different timeframes apply when you withdraw your Application under clause 5.5. This clause 4.13 survives termination or expiry of the agreement.

5. TERMS APPLICABLE TO ALL IPTV SERVICES

General Terms & Conditions

- 5.1 You must be at least 18 years of age to apply for the Service. Your Application must pass a Serviceability Check by us.
- 5.2 The Service will be delivered to your nominated address and that address must be in Australia.
- 5.3 If you have more than one Set Top Box at your address you must have an Active Subscription for each Set Top Box to enable delivery of the Service to each Set Top Box.

Licence to use

- 5.4 Your use of any Software provided by us is subject to the terms and conditions of any end user licenses or other agreements which are required by the owners of the Software and that we have brought to your attention at the time of your Application or via the Service.

Withdrawing an Application

- 5.5 You can withdraw your Application for the Service by making a request to us within 21 days after your original Application for the Service, unless you have already Activated the Service, in which case your request to withdraw will be deemed a request to cancel the Service and we reserve the right to impose a Break Fee.

If you request to withdraw your Application within 21 days after your Application, and that request is accepted by us, you must return any hired Equipment to us within 21 days from your request. If you fail to return the hired Equipment, or the hired Equipment is not returned in good working order, you will incur a Non Return Fee as set out in Section C Pricing Schedule. You may elect to return any Equipment or hardware you purchased from us and receive a refund. However, if you fail to return the purchased Equipment or hardware to us within 21 days from your request to withdraw your Application, or the Equipment or hardware is not returned in good working order, you will be deemed to have elected to keep the Equipment or hardware and no refund will be applicable.

Recording

- 5.6 Some interactive material of the Service may not be recordable.
- 5.7 The recording feature may only be used to watch programs at your nominated address at a later time.
- 5.8 Programs you have recorded to your Equipment may be erased and irretrievable without limitation in circumstances such as:
- (a) extreme weather conditions;
 - (b) power surges; and
 - (c) by us in accordance with clause 5.9.
- 5.9 We, and our Supplier may erase programs you have recorded to your Equipment for any reason including:
- (a) if we are required to do so by the Content Supplier;
 - (b) if we need to Reformat your Equipment; or
 - (c) if we become aware that you are using the Service or the Equipment in breach of this Agreement.

We, and our Suppliers, will not be liable to you for any programs or Personal Content erased or irretrievable from your Equipment howsoever caused.

- 5.10 We may download Content and Features to your Equipment from time to time. This may reduce the available space available to you for downloading and/or recording Personal Content. We will notify you at the time of the nature and effect of these events.

Electronic Program Guide

- 5.11 All Content listed in the Electronic Program Guide is the property of us or the Content Supplier.
- 5.12 You must not use the Electronic Program Guide or any part of it for any reason other than for use with the Service. You must not sell, lease, sub-licence, lend, upload, download, communicate or distribute it or any part of it to any other person.
- 5.13 We do not guarantee you the accuracy of any Content, including the Electronic Program Guide. We reserve the right to make changes to the Electronic Program Guide at any time without notice to you, but we will use reasonable endeavours to provide you with as much notice as practicable.

Video On Demand & Pay Per View

- 5.14 Video on Demand and Pay Per View Content can be purchased On-Screen via the Electronic Program Guide.
- 5.15 You will be advised of the cost of Video On Demand & Pay Per View Content at the time of purchase. Once you confirm the purchase you cannot cancel the purchase. However, if Content is cancelled by us or the Content Supplier prior to broadcast you will not be charged for that purchase.
- 5.16 You will be advised On-Screen when the Video On Demand Content is available for viewing.
- 5.17 Video On Demand Content must be viewed within the period of time described On Screen during the purchase. After that period of time the Content expires and is no longer available to be viewed by you unless you re-purchase it. Some Video On Demand Content may be viewed multiple times but this is at the discretion of the particular Content Supplier and not within our control or our responsibility. You will be notified On-Screen at the time of purchase if this option is available.
- 5.18 We may restrict the ability to record some Video on Demand and Pay Per View programs. You will be notified On-Screen when purchasing the program if this restriction applies. If a restriction does not apply, you will be notified On-Screen of the specified time when recorded programs will be deleted by the Content Supplier.
- 5.19 Video On Demand Content is downloaded, and stored on your Set Top Box. This reduces the space available on the Set Top Box for your use. If you have insufficient capacity on the Set Top Box for any Content, you will be notified On-Screen.
- 5.20 Video On Demand Content delivered across a network other than our DSLAM network will not be available for viewing by you until it is completely downloaded to your Set Top Box.

Standard and High Definition Viewing

- 5.21 The ability to view Channels in standard or High Definition depends on a variety of factors including:
 - (a) the technical capability of your Television;

- (b) the capacity of your broadband connection; and
- (c) the Service Option selected by you.

Interactive Services

- 5.22 The IPTV Service features additional interactive Services that may change from time to time. Interactive Services may be owned by third party providers and as such are subject to the terms of use of the specific interactive Service provider, in addition to the terms set out in this IPTV Service Description. Neither we, nor Fetch TV are responsible for the content made generally available by third parties on the Internet and which may be accessed by you through your use of the interactive Services.

Digital Free to air channels

- 5.23 To receive all digital free to air Channels your nominated address must be able to receive a digital signal that can be checked at www.freeview.com.au or www.digitalready.gov.au.
- 5.24 Free to air Channels received through the Set Top Box do not form part of the Service and neither we, nor Fetch TV are responsible for the content or reception quality of free to air Channels received.

A-la-carte channels

- 5.25 The iiNet TV with Fetch Entertainment service has access to additional channels such as 'World TV' for an additional fee as set out in the Pricing Schedule. A-la-carte channels are purchased in 1 month minimum blocks.

Parental Controls

- 5.26 You are responsible for supervising use of the Service to ensure that inappropriate Content is not accessed by minors (under the age of 18 years). Such supervision may include use of parental controls available through the Service. We are not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from our own negligent act or omission. You acknowledge and agree that Fetch TV also is not responsible for any inappropriate Content that may be viewed by a minor except to the extent that the viewing results directly from Fetch TV's own negligent act or omission
- 5.27 Some programs require you to enter a Personal Identification Number to access them. Please refer to the On-Screen instructions on how to setup and change your Personal Identification Number as the instructions may change from time to time.
- 5.28 It is your responsibility to keep your Personal Identification Number confidential. We do not accept any liability for the unauthorised use of your Personal Identification Number.

Other information about the IPTV Service

- 5.29 Unless you are notified otherwise, all IPTV Content (excluding free to air) is in Netspace's Freezone. This means the data downloaded is not counted towards your monthly download allowance (it is unmetered). If a component of the

Service (for example, an interactive application) is metered, you will be notified on our Website and, where practicable, On-Screen.

6. IINET TV WITH FETCH STARTER SPECIFIC DETAILS

6.1 The iiNet TV with Fetch Starter Service features:

- (a) Three Digital Free To Air Tuners
- (b) Personal Video Recorder
- (c) Electronic Program Guide
- (d) Video On Demand
- (e) Games
- (f) Interactive Services (a selection of web applications).

Plus these optional add-ons (if available):

- (g) Additional interactive applications.

Service Eligibility

6.2 The iiNet TV with Fetch Starter Service Option, generally requires your Netspace Broadband connection to be greater than 1.5 Mbit/second

7. IINET TV WITH FETCH ENTERTAINMENT SPECIFIC DETAILS

Features

7.1 The iiNet TV with Fetch Entertainment Service features:

- (a) Three Digital Free To Air Tuners
- (b) Personal Video Recorder
- (c) Electronic Program Guide
- (d) Video On Demand
- (e) Games
- (f) Interactive Services (a selection of web applications)
- (g) Linear Streaming Channels (subscription TV Channels)

Plus these optional add-ons (if available):

- (h) Additional Interactive Applications
- (i) A-la-carte Channels.

Service Eligibility

- 7.2 The iiNet TV with Fetch Entertainment Service Option generally requires your Netspace Broadband connection to be greater than 4600 kbit/second and have a line attenuation of less than 35db.

8. INTERRUPTIONS, FAULTS AND EXCHANGES

Interruptions to the Service

- 8.1 The IPTV Service is delivered over a Broadband Service and is wholly dependent on that Broadband Service. If your Broadband Service is not working correctly the IPTV Service will not work.
- 8.2 The IPTV Service quality may be affected in severe weather conditions including heavy rain, floods, electrical storms, and extreme heat.
- 8.3 If you experience any repeat or prolonged Interruptions to the IPTV Service please contact our Customer Service Centre on 13 22 58. You may be entitled to a rebate or refund for the period of Interruption in accordance with clauses 15.2 to 15.5 of Section A General Terms of our CRA. For the purposes of calculating a reimbursable Interruption, please refer to the Annexure to this Service Description. For the avoidance of doubt, no rebate or refund will be given where it is determined that the Interruption is attributable directly or indirectly to a fault with your particular Set Top Box (if this occurs, you may be eligible to exchange the Set Top Box).
- 8.4 You acknowledge and agree that all exclusions and limitations of liability in this IPTV Service Description and our CRA extend to and apply, where applicable, for the benefit of Fetch TV (in addition to us). However, if any extension and application of any of those exclusions and limitations of liability to Fetch TV contravenes any law, regulation or code of conduct, then the benefit of the affected exclusion or limitation of liability only extends to and applies for our benefit.

Faulty Equipment

- 8.5 Your Set Top Box or Remote may be considered faulty if it is not operating as expected, including if the Set Top Box does not start up, does not record, you are unable to use 3 free to air Channels simultaneously, or either the Set Top Box or the Remote is physically damaged (other than mere cosmetic damage). We will determine if the Set Top Box or Remote is faulty.

Exchange of faulty Equipment

- 8.6 If your Set Top Box or Remote is determined by us to be faulty, in accordance with clause 8.5 we will exchange the faulty Set Top Box or Remote with a replacement that may either be new or refurbished.
- 8.7 The exchanged Set Top Box or Remote must be installed and activated and the faulty Set Top Box or Remote returned (according to our instructions) within 10 days of you receiving the exchange Set Top Box. If the original Set Top Box or Remote has not been returned within 10 days after the exchange Set Top Box or Remote has been received by you, the exchange Set Top Box will be de-activated until the original Set Top Box or Remote has been returned. If the

faulty Set Top Box or Remote is not returned within 30 days you will incur a Non Return Exchange Fee as set out in Section C Pricing Schedule.

- 8.8 Each faulty Set Top Box or Remote will be tested. If no fault is found or we determine that the fault was attributed directly or indirectly by:
- (a) negligent or reckless installation or use of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (b) deliberate misuse of the Set Top Box or Remote (by any person other than us or Fetch TV);
 - (c) physical damage to the Set Top Box or Remote following delivery to you;
 - (d) a person (other than us or Fetch TV) tampering with the Set Top Box or Remote (e.g. opening the Set Top Box case);
 - (e) a person (other than us or Fetch TV) attempting to repair the Set Top Box or Remote; or
 - (f) a use otherwise than in accordance with this Agreement,
 - (g) you will incur a Replacement Fee or Remote Replacement Fee as set out in Section C Pricing Schedule.

9. SERVICE CHARGES AND BILLING

Service Charges

- 9.1 You must pay the charges for the Service set out in Section C Pricing Schedule, any other charges set out in your Application, and any fees that may arise under this CRA in accordance with Section C Pricing Schedule or Section A General Terms.

The charges for the Service will depend on the Service Features and characteristics selected by you in your Application.

Billing

- 9.2 We will bill you, and you must pay for the charges and fees for the Service in accordance with the billing period set out in Section C Pricing Schedule.

Your bill will be electronically mailed to the email address you provide us from time to time via your Application, or updated via the member's section of our Website. Printed-paper invoices requested by you will incur a monthly fee as specified in Section C Pricing Schedule or such other fee as notified by us to you from time to time.

Variations to the charges and fees

- 9.3 We may vary the charges and fees payable for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of the charges

- 9.4 Service charges will accrue:
- (a) from the date the Service is Activated, where you have received the Equipment from us (unless subclause (d) applies);
 - (b) from the date the Service is Activated, where you supply the Equipment yourself (unless subclause (e) applies);
 - (c) after 25 days from the date we accept your Application, if you have not received the Equipment by this date but we have made at least one delivery attempt to provide you with the Equipment (the Service will be deemed to be Activated on this date);
 - (d) after 25 days from the date we accept your Application, if you have received the Equipment from us by this date but have not activated the Service (the Service will be deemed to be Activated on this date); or
 - (e) after 25 days from the date we accept your Application, where you supply the Equipment yourself but have not activated the Service (the Service will be deemed to be Activated on this date).

Payment

- 9.5 You must pay the charges and any other applicable fees for the Service:
- (a) by an automatic debit payment from your credit card or nominated bank account; or
 - (b) by an acceptable method as described on your invoice.
- 9.6 If you provide us with your credit card or bank account details for the purposes of paying for the Service, we may:
- (a) charge all Service charges to your credit card or bank account on a monthly basis from the applicable date referred to in clause 9.4;
 - (b) disclose your credit card or bank account details to, and obtain information from, any credit reporting agency or credit card or bank account issuer to verify the credit card or bank account details and perform a credit assessment;
 - (c) take steps to verify that there are sufficient funds available on your credit card or bank account to pay for invoiced charges and fees;
 - (d) charge any Break Fee payable by you to your credit card or bank account immediately when we receive notice of cancellation of the Service; and
 - (e) charge any other applicable fees payable by you to your credit card or bank account immediately upon them becoming payable.
- 9.7 If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in Section C Pricing Schedule).

- 9.8 Subject to your right to later claim a rebate of your charges in certain circumstances pursuant to clause 8.3, you must continue to pay the charges for the Service even if:
- (a) any of the Equipment or associated hardware is not working;
 - (b) you cease using the Service for any reason in circumstances where the Service is available for use; or
 - (c) the Service is unavailable or has limited availability, for an insignificant period due to a network or system outage.

10. PRIVACY & USE OF YOUR PERSONAL INFORMATION

Privacy Policy

10.1 You acknowledge and agree that:

- (a) We may collect, use and disclose your personal information:
 - (A) in accordance with clause 11 of the General Terms of our CRA and our Privacy Policy, a copy of which is available on our Website;
 - (B) for the purpose of complying with laws and applicable codes of practice, including by disclosing your personal information to regulatory authorities for that purpose;
 - (C) for the purpose of providing you with services ancillary to the Service, such as delivery of the Equipment, installation assistance and billing or technical support;
 - (D) for the purpose of notifying you On-Screen of any technical or billing management issues, including where a component of the Service is metered; and
 - (E) by transferring the personal information to Fetch TV on a case by case basis so that it may use the information for one of the purposes listed at subclauses (B) to (D), where applicable,
- (b) Fetch TV may collect, use and disclose your personal information in accordance with the Fetch TV Privacy Policy which you may view On-Screen via the settings menu; and
- (c) Netspace is not responsible for any unauthorised use of your personal information by a third party, including Fetch TV, where you have disclosed that information yourself to the third party, including via your use of the Service (for example, providing your credit card details to obtain goods through the Service). We recommend that you make yourself aware of the third party's processes for handling personal information (by reading their Privacy Policy if they have one), prior to disclosing your personal information.

Viewing Habits Data

- 10.2 You acknowledge and agree that:
- (a) Fetch TV may collect information from your Set Top Box about your viewing habits such as information that relates to advertising, programming, or other services that are viewed, used or accessed via the Service; and
 - (b) Fetch TV may aggregate and disclose Viewing Habits Data to us or other third parties (including for example, businesses that want to advertise via the Service) but this will not include information that identifies you personally to them.

11. SUSPENSION, CANCELLATION AND VARIATIONS TO THE SERVICE

Suspension or Cancellation by us

- 11.1 We may restrict access to, suspend or cancel the Service:
- (a) in accordance with Clause 13 of Section A General Terms of our CRA;
 - (b) if you fail to meet the Service Qualifications at any time during the Contract Term. If this is directly or indirectly attributed to you it will be treated as an event of suspension or cancellation in accordance with clauses 13.2 and 13.4 of the General Terms; or
 - (c) if we terminate an agreement with a wholesale Supplier of the Service. In this circumstance the suspension or cancellation will be treated as an event of suspension or cancellation in accordance with clauses 13.3(a) and 13.4 of the General Terms.
- 11.2 If we suspend, or cancel your Netspace Broadband Service your IPTV Service will not operate.

Suspension or Cancellation by you

- 11.3 You may cancel the Service at any time:
- (a) in accordance with Clause 13 of Section A General Terms of our CRA; or
 - (b) by providing us with 1 month (28 days) notice in writing.

However, if you cancel the Service before the end of the Contract Term you may be required to pay a Break Fee as set out in Section C Pricing Schedule.

- 11.4 If you cancel your Netspace Broadband Service your IPTV Service will be automatically cancelled by you.
- 11.5 You cannot suspend the IPTV Service.

Variations to the Service

- 11.6 We or our Content Suppliers may vary the IPTV Service from time to time including by changing or withdrawing any channel, channel line-up, feature or

functionality of the Service. Any variation of the IPTV Service will be undertaken in accordance with clauses 11.7(b) to 11.11 below.

- 11.7 If we make any change to the IPTV Service and such a change has more than a minor detrimental impact on you, you may cancel the IPTV Service by giving notice to us within 42 days after the date we give you notice under clause 11.8. You will not incur any Break Fee or other charges, except for:
- (a) usage based charges or other variable charges incurred up to the date of cancellation; and
 - (b) installation fees and costs of equipment and hardware you purchased that you have not paid for (as long as the equipment can be used in connection with services supplied by another provider. The charge for costs of equipment and hardware you purchased that you have not paid for shall be as a lump sum and payable by the due date.
- 11.8 Where reasonably practicable, we will provide you with at least 30 days notice in relation to reductions in the channel line-up of a Service Option or withdrawal of other features or functionality of the Service. We will notify you directly by;
- (a) mail to the last address you have given us;
 - (b) email to the last address you have given us and provided you have agreed for us to advise you of changes by email; or
 - (c) a message of your next bill.
- We will also provide notice of the change on our Website.
- 11.9 You acknowledge and agree that our obligation to give you notice under clause 11.8 and afford you a right to cancel the IPTV Service in accordance with clause 11.7(b) will not apply in relation to urgent changes we are required to make:
- (a) by law;
 - (b) for security reasons; or
 - (c) for technical reasons necessary to protect the integrity of our network.
- 11.10 If we reasonably consider that a change to the IPTV Service is likely to benefit you or have a minor or neutral impact on you (for example, because we reduce the price of your Service Option), we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 11.8.
- 11.11 If a change to the IPTV Service made under clause 11.10 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service), please contact us. We may permit you to cancel the IPTV Service in accordance with clause 11.7(b).

Relocating the service

- 11.12 If you wish to relocate the Service, you must give us 30 days prior notice by calling our customer support, but in any event you must let us know prior to moving or we may treat the move as notice to cancel the Service.
- 11.13 We cannot guarantee that the Service or a particular Service Options will be available at your new address. Your request for relocation is subject to a Serviceability Check and connection costs. If the Service is not available at your new address, your request for relocation will be taken as a notice to cancel the Service. If a Service Option is available at your new address and you decide not to take the available Service Option, your decision will be taken as a notice to cancel the Service.
- 11.14 If your Service can be relocated, within the Contract Term, then the Contract Term will continue at the new address and no Break Fee will apply. However, a Downgrade Fee may apply where you are not able to receive the same Service Option at the new address (which will be notified to you upon the Serviceability Check).

12. CUSTOMER SUPPORT

- 12.1 Netspace provides you with customer support services 24 hours per day, 7 days per week for your convenience on 1300 701 006 or by email to iptv@netspace.net.au.

Our customer support team can assist you with all IPTV related questions regarding modems, Wireless Bridge Devices, the Set Top Box, Service Features, Content and Network issues.

13. USE OF THE IPTV SERVICE

Acceptable use

- 13.1 The Service is for private use only at your nominated and approved address.
- 13.2 You must ensure the Service is used in accordance with this CRA and the Copyright Policy, which can be found On-Screen via the "settings" menu.
- 13.3 You must not misuse the Service (*Unacceptable Use*). Examples of Unacceptable Use may include but are not limited to:
- (a) using the Service for commercial purposes including:
 - (A) reselling of the Equipment or the Service;
 - (B) charging for the use of the Service;
 - (b) displaying the Service in a public viewing area outside of your nominated and approved address;
 - (c) using any device, software or other mechanism to enable delivery of the Service to more than one Set Top Box from a single subscription; or

- (d) using the Service in any way which may breach the law or any term of our CRA.

14. CODE OF PRACTICE

- 14.1 The IPTV Service is regulated by the Australian Subscription Television and Radio Association's Codes of Practice for subscription television. A copy of the code can be obtained at www.astra.org.au or by contacting our customer support.

15. ANNEXURE TO IPTV SERVICE DESCRIPTION

Availability Target and Your Remedy

Please refer to clause 8.3 of the IPTV Service Description.

Table 1: IPTV Availability Target and Your Remedy

Availability Target	Your Remedy
Service availability must meet or exceed 99.0% (as calculated in Table 2) over 1 month period (28 days) at any time	If the Service availability does not meet the availability target, you will be entitled to a rebate of Service charges for the period of low Service availability

Table 2: Availability Formula

Availability Definition

- Service availability is defined in accordance with the following table where:
- three applications are equivalent to one linear channel for the purposes of calculating "total content";
 - references to "Set Top Box not operating" are references to the set top box being capable of receiving channels as part of the service; and
 - the "Hours" and "Days" columns refer to cumulative unavailability in the applicable period.

Cumulative Service availability per month	Categories of Service Unavailability	Maximum hours and days per month the Service may be unavailable without triggering the remedy in Table 1	
		Hours	Days
99.0% availability*	1 – Service unusable : Set Top Box not operating, or a loss of greater than 40% of the total content	7.2	0.3

2 – Major fault : Set Top Box still operating but a loss of greater than 20% of the total content but less than 40%	14.4	0.6
3 – Minor fault : Set Top Box still operating but a loss of less than 20% of total content	28.8	1.2

*Lack of availability due to acts or omissions of end user or individual faulty set top box are not included in this calculation

16. DEFINITIONS

Activate or **Activated** means the date the Service is activated or deemed activated and charges start.

Active Subscription means an IPTV service that is being provided to you by us

Broadband Service means a high speed internet connection provided by us

Cables or **Cabling** means the device(s) used to connect the Equipment

Channel(s) means either a free to air Channel or a linear streaming channel

Content means all content, including audio, video, pictures, graphics, text, data and any other information (other than content made available generally by third parties via the Internet) which is delivered to you through the Service

Content Supplier means us, the owner of Content, or Fetch TV

Copyright Policy means Fetch TV's copyright policy that is found On-Screen

Equipment is the collective meaning for the Set Top Box, the Remote and the supplied Cables

Ethernet Cable means a twisted pair high signal integrity cable

Features means any of the features described in clauses 6 and 7

Fetch TV means our wholesale Supplier of IPTV – FetchTV Pty Ltd [ABN 36 130 669 500]

High Definition means Content provided in a high-resolution format

On-Screen means an instruction, prompt or message to you, delivered on the screen of your Television via the Set Top Box

Off-Net means a Service that is delivered across a network other than Netspace's DSLAM network

On-Net means a Service that is delivered across Netspace's DSLAM network

Permitted Third Parties means the directors, officers and staff and legal and accounting advisors of a company

Personal Content means Content stored by you on the Set Top Box. Usually a recorded program, a configuration or other information

Personal Information means the details about you that may identify you personally

Personal Identification Number means a sequence of numbers selected by you, that is required to access some features of the Service

Privacy Policy means a privacy statement formulated in accordance with the *Privacy Act 1988* (Cth)

Reformat means to restore a device to a predetermined configuration

Remote means the piece of Equipment used to control the Set Top Box

Serviceability Check means an assessment of various factors made by us as to whether the Service can be provided to you

Service Option means the service options described in clause 1.2

Service Qualification means the minimum set of conditions to be eligible for the Service.

Service Description means this IPTV Service Description

Set Top Box means the main component of the Equipment via which the Service is delivered

Television means a television that meets the requirements of clause 3.8

Video On Demand means Content purchased via the Service that is downloaded to the Set Top Box for viewing by you

Viewing Habits Data means information collected by us or Fetch TV about your use of the Service for the purpose of aggregation and disclosure to third parties such as businesses that want to advertise via the Service, but does not include your contact details

Customer Relationship Agreement

SECTION B6: MOBILE VOICE 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 clause 10 of this service description.

1. ABOUT THE MOBILE VOICE SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Mobile Voice Service description of our CRA under which we supply our Mobile Voice Service ("The Service") to you.
- 1.2 The general terms set out in section A of our CRA also apply.

Service options

- 1.3 The Service comprises of the following residential Mobile Plans:
 - (a) \$10 mobile plan, \$20 mobile plan, the \$40 mobile plan and the \$60 mobile plan.
- 1.4 The Service comprises of the following business Mobile Plans:
 - (a) \$14.95 business mobile plan, \$29 business mobile plan, the \$49 business mobile plan and the \$69 business plan.

What is the Mobile Voice Service?

- 1.5 The Mobile Voice Service enables you to select us as your provider for the provision of:
 - (a) national (std), fixed to mobile, and international calls; and
 - (b) our other products and services from time to time.
- 1.6 Calls made using The Service can terminate to:
 - (a) Australian national geographic numbers (by dialling the national area code relating to the call number and the called number), but excluding calls to numbers in the same local call charging zone or dialling areas;
 - (b) mobile numbers (by dialling the mobile number which begins with the prefix 04); and
 - (c) most international long distance numbers (by dialling 0011 + the relevant country access code + the relevant area code (if applicable) + the called number).

Eligibility

- 1.7 The Service is available to existing Netspace customers with a residential or business ADSL Service. The service cannot be purchased as a stand-alone product.
- 1.8 To apply for a Mobile Voice Service business Mobile Plan you must have a valid ABN that must be disclosed in your application.

2. Mobile Plan Specifics

- 2.1 The Service is a post-paid offering available to existing Netspace customers with a residential or business ADSL service. The Service does not include any equipment other than a SIM that is charged at a cost described in the Pricing Schedule.
- 2.2 Each Mobile Plan features a value of included calls. This included value is only for the following call types:
- Home (Voice) – National
 - Home (Voice) – Voicemail
 - Video Call – National
 - SMS – National and International
 - MMS – National and International
 - Data – National roaming
 - Calls to 1300/13/1800 numbers

All International, GPRS and premium calls are NOT included in the included value. Calls from a Netspace Mobile Voice service to another Netspace Mobile Voice service on a business plan, the \$20 residential plan, and the \$40 residential plan are also excluded.

Once you exceed your included Netspace mobile to Netspace mobile call value, standard call charges will apply.

Data

- 2.3 Data usage is not split into on/off peak periods and both uploads and download traffic is counted towards the Mobile Plan allowance. The data charge rate is the same at all times.
- 2.4 Data usage in excess of the plan allowance is charged at the rate described in the Pricing Schedule. Any unused included data does not rollover to the subsequent period for your use.

International roaming rates

- 2.5 All international calls and SMS/MMS rates are charged per the current international rates that can be found on our website <http://www.netspace.net.au/mobile/international-roaming-rates/>
- 2.6 Roaming rates are subject to change without notice, due to fluctuations in international currency exchange rates and changes to charges imposed by overseas networks.
- 2.7 Netspace makes no guarantee regarding the quality and availability of coverage or any services (e.g. SMS, GPRS) when you are roaming.

- 2.8 All roaming charges are excluded from your plan's included value and are charged on top of this value.
- 2.9 Charges apply for both making and receiving calls when roaming overseas.
- 2.10 Roaming charges may be delayed for up to 90 days on your invoice.
- 2.11 To enable the International Roaming feature, your verbal acceptance of the terms is required. If you chose to have the International roaming feature enabled on your mobile voice service you must accept an automated recording by contacting Netspace's customer support centre.

3. Equipment

- 3.1 The Business Mobile Voice Service provides the option to purchase mobile handset hardware on:
 - (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
 - (b) outright purchase of the handset cost in full.
- 3.2 A repayment plan is only available if a Business Mobile Voice Service exists on an account which does not already have a bundled repayment plan, or when selecting a Business Mobile Voice Service during signup.
- 3.3 If you close or churn a Business Mobile Voice Service bundled with a repayment plan, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.
- 3.4 According to your selections in your application, we will supply you with a SIM or micro SIM, for use with The Service

4. Product Features

Netspace's partnership with Optus provides additional service features to you. These features are available to you as part of the Netspace Mobile Voice Service so long as Optus make them available to Us:

Voice Features	Residential Plans	Business Plans	Activation	Access via Toolbox
124 YES	Yes	Yes	N/A	No
ZOO Voice 966	Yes	Yes	N/A	No
ZOO Call Casting 955	Yes	Yes	N/A	No
Caller Line Identification (CLI)	Yes	Yes	Yes	Yes
Call Diversions	Yes	Yes	Yes	Yes
Call Barring	Yes	Yes	Yes	Yes
Call Hold/Wait	Yes	Yes	Yes	Yes
International Roaming	Yes	Yes	No	Yes

Voicemail	Yes	Yes	Yes	Yes
Voicemail Call Recall	Yes	Yes	N/A	No
Voicemail Call Return	Yes	Yes	N/A	No
Group Voicemail	Yes	Yes	N/A	No
Fly Mailbox	Yes	Yes	Yes *	No
Missed Call Service	Yes	Yes	N/A	No
Surepage	No	Yes	No	Yes
Messaging Features				
Short Messaging Service (SMS)	Yes	Yes	Yes	No
Premium SMS (PSMS)	Yes	Yes	Yes	Yes
Multimedia Messaging Services (MMS)	Yes	Yes	Yes	Yes
SMS Chat	No	No	No	No
SMS to Inbound Services	Yes	Yes	Yes	No
Data Features				
GPRS	Yes	Yes	Yes	No
WAP	Yes	Yes	Yes	No
HSDPA (3G Data)	Yes	Yes	Yes	No

5. Mobile Number Portability

Selection and assignment of phone numbers

- 5.1 All mobile phone numbers are selected, issued and used in accordance with the telecommunications numbering plan and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any regulatory authority which administers phone numbers, we may be required to vary, withdraw, suspend or reassign a phone number assigned to your access line. We will give you as much prior notice as is reasonably practicable.
- 5.2 We are responsible for selecting and assigning the mobile phone number for a service unless you port your phone number to us from your previous supplier.

Porting your phone number

- 5.3 If you are a customer who is connected to a network other than ours and you wish to acquire the service, you may be able to retain your existing telephone number, subject to availability and technical and commercial considerations.

- 5.4 The porting of your mobile phone number will be conducted in accordance with the relevant Communications Alliance codes. You may Port your mobile phone number if it is declared portable in accordance with the porting requirements administered by the relevant regulatory authority and no exemption from such obligations has been granted. If you have ported your mobile phone number from another service provider and the service is subsequently terminated under our CRA or you terminate the service without reconnecting to another service provider, you will no longer have the right to use that mobile phone number. Similarly, if you Port your mobile phone number from us to another service provider and are then disconnected you will no longer have the right to use the mobile phone number.
- 5.5 In order to Port your mobile phone number to us, you must make a request in your application form. You warrant to us that all information supplied by you your application is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to Port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you.
- 5.6 Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- 5.7 During the process of porting the phone number from another supplier's network to us there may be a brief period when the service is interrupted.

No liability for phone numbers

- 5.8 We are not liable to you for any expense or loss incurred by you due to:
- (a) Any variation, withdrawal, suspension or reassignment of a number; or
 - (b) You ceasing to have the right to use a number.

6. Directory Listing

- 6.1 You may choose to have a directory listing of the telephone number associated with your mobile voice service. The telephone number associated with your mobile voice service will not be listed unless you request us to do so. You may choose either:
- (a) a full listing (name and full address); or
 - (b) a suppressed address listing (name and suburb only).

If you choose to have the telephone number associated with your mobile voice service listed in a telephone directory and you subsequently wish the telephone number associated with your mobile voice service not to be listed in the telephone directory you may request, via such means and subject to such conditions as may be specified by us, that the telephone number associated with your mobile voice service not be listed in future editions of the directory.

7. Charges and Billing

Charges

- 7.1 You must pay the charges for the service set out in the Pricing Schedule and any other charges set out in your application in accordance with the general terms and any applicable provisions in the Pricing Schedule

Part period (pro-rata) charges

- 7.2 When the Service is activated you will be charged a pro-rata fee of the monthly amount on the plan selected by you from the activation date until the last day of the first calendar month of the Service.

By the same methodology, your monthly plan call value and data allowance is also calculated at a pro-rata amount from the activation date.

For example:

If you active a service on a \$10 plan that includes \$150 in call value plus 200 Megabytes of data, on the 10th of January 2011:

the first period that you will be charged will be from 10th January 2011 to 31st January 2011. Thereafter you will be charged each month; and

for the period 10th January 2011 to 31st January 2011 you will receive 21 days of pro-rata value of calls at \$150 per month.

for the period 10th January 2011 to 31st January 2011 you will receive 21 days of pro-rata value of data at 200 Megabytes per month.

- 7.3 When you change from one plan to another, two pro-rata charges are raised:
- (a) a charge for the amount for your old plan to the date of the plan change request; and
 - (b) a charge for your new plan from the date of the plan change request to the end of the current calendar month

Variation of charges

- 7.4 We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the general terms.
- 7.5 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with the general terms.

Bills

- 7.6 We will endeavour to bill you on the same day each month commencing from the Service Commencement date in accordance with the Mobile Plan selected by you.

- 7.7 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) website using the call tracker and is available 24 hours, 7 days a week.
- 7.8 You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 7.7. You will need to use your username and password from your current Internet account to access this information.

Payment

- 7.9 You must pay the charges for the service by direct debit payment from your credit card or nominated bank account.
- 7.10 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 Service Commencement date;
 - (b) Disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and/or
 - (c) Take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 7.11 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

Timed call charges

- 7.12 You must pay for all timed calls made using the service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the service are successfully terminated, meaning that the call is completed and successfully disengaged.

Credit Management

- 7.13 We will send you an email to your preferred email address and an SMS to you when your unbilled spend approaches your included value for both voice calls and data usage.
- 7.14 We will send you an email to your preferred email address and an SMS to you when your unbilled spend exceeds your included value for both voice calls and data usage.
- 7.15 When your unbilled spend exceeds your included value, we will restrict the Service to emergency calls and calls to Netspace support in an attempt to prevent an unexpected high invoice. The restriction can be removed by contacting Netspace's customer support centre.

8. Mobile Premium Services

What are mobile premium services?

- 8.1 Mobile premium services are services provided by third parties. The service is content such as news and games delivered to you mobile handset. The service may be requested by a phone call, an SMS, or a request on the Internet to the provider. These services are called a 'premium' service because the service is charged at a premium call rate. The third party pass the charge to us and we in turn pass the charge onto you.

Mobile premium service subscriptions

- 8.2 Mobile premium services are often subscription services. This means you will receive the service, and be charged for receiving the service regularly – usually monthly.

You should carefully read the terms and conditions of any mobile premium service before you purchase the service to understand whether the service is a once off or subscription service.

Barring Mobile Premium Services

- 8.3 By default, access to mobile premium services from the Netspace mobile voice service is not barred. To change your access to mobile premium services you can do so via the toolbox. Alternatively you can call us and we will change your access to the mobile premium services.

Examples of Mobile Premium Services

- 8.4 Mobile premium services can be in the form of SMS or voice services.

- 8.5 Premium SMS services include but are not limited to:

- (a) Ringtones;
- (b) Games;
- (c) Wallpapers;
- (d) Text and win competitions;
- (e) Text and win trivia;
- (f) SMS voting;
- (g) SMS jokes & horoscopes;
- (h) SMS weather alerts

- 8.6 Premium voice services include but are not limited to:

- (a) Psychic lines;
- (b) Voting lines;

- (c) Dating and chat lines;
- (d) Exam results lines.

More information about mobile premium services

- 8.7 The communications alliance produce an industry code for mobile premium services which can be found at: <http://www.commsalliance.com.au>
- 8.8 The communications alliance also provide more information about mobile premium services at www.19sms.com.au

9. Fair Use Policy

- 9.1 In addition to this clause, the Optus fair use policy also applies which can be found at
<http://www.optus.com.au/dafiles/oca/aboutoptus/legalandregulatory/sharedstati cfiles/shareddocuments/appw.doc>

10. Definitions

Mobile Voice Service means the service described in clause 1.

Mobile Plan means the options described in the Pricing Schedule.

ADSL Service means any Netspace Ltd service described on the Website

SIM means a portable memory chip used in cellular telephones.

Optus means the business listed on the Australian Stock Exchange as Singapore Telecommunications Ltd (SGT)

Telecommunication Act means the regulated legislative instrument as amended.

Communications Alliance means www.commsalliance.com.au

Port means to move a telephone service from one provider to another.

Website means www.netspace.net.au

SECTION B7: MOBILE HANDSET HARDWARE DESCRIPTION

Rules of interpretation and capitalised terms used in this service description are defined either in the general terms of our CRA or in clause 4 of this service description.

1. About the Mobile Handset Hardware Description

Our Customer Relationship Agreement

- 1.1 This is the Mobile Handset Hardware description of our CRA under which we supply our Mobile Handset Hardware ("The Hardware") to you.
- 1.2 The general terms set out in section A of our CRA also apply.

Hardware options

- 1.3 The Handset Hardware options are set out in the Mobile Handset Pricing Schedule link.

What is the Mobile Handset Hardware?

- 1.4 The Mobile Handset Hardware and the relevant pricing of Hardware is set out in the Mobile Handset Pricing Schedule link.

Eligibility

- 1.5 The Hardware is available to existing Netspace customers with a residential or business Broadband Service and a residential or business Mobile Voice Service. The Hardware cannot be purchased as a stand-alone product.

2. Mobile Handset Specifics

Mobile Voice Equipment

- 2.1 The Mobile Voice Service provides the option to purchase mobile handset hardware on:
 - (a) a repayment plan, where the outright cost is equally split over the 24 month contract period; or
 - (b) outright purchase of the handset cost in full.
- 2.2 A repayment plan is only available if a Mobile Voice Service exists on an account which does not already have a bundled repayment plan, or when selecting a Mobile Voice Service during signup.
- 2.3 If you close or churn a Mobile Voice Service bundled with a repayment plan, or you cancel your Fixed Line Broadband Service, the remaining amount owing on the repayment plan will be invoiced to your account, and charged during your next billing cycle.
- 2.4 According to your selections in your application, we will supply you with a SIM or micro SIM, for use with the Service.

Limits on mobile handsets for residential customers

2.5 If you:

- (a) are a residential customer; and
- (b) choose to purchase mobile handset hardware on a repayment plan,

the number of handsets that you can apply for is limited as set out in the table below, based on the number of months for which you have been one of our customers (your "Tenure"). No limits apply to the outright purchase of handsets.

Tenure	Number of handsets available on repayment plan
0 - 3 months	1 handset per account
3 - 6 months	2 handsets per account
6 or more months	3 or more handsets per account

3. Charges and Billing

Charges

3.1 You must pay the charges for the service set out in the Pricing Schedule including in the Mobile Handset Pricing Schedule link and any other charges set out in your application in accordance with the general terms and any applicable provisions in the Pricing Schedule.

Part period (pro-rata) charges

The following terms apply if you are on a Mobile Handset Payment Plan:

3.2 When the Mobile Handset is activated you will be charged a pro-rata fee of the monthly amount on the payment plan selected by you from the activation date until the last day of the first calendar month of the Payment Plan.

Variation of charges

3.3 We may vary the Payment Plan charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in the general terms.

3.4 If the variation has more than a minor detrimental impact on you, you may cancel the service in accordance with the general terms.

Bills

3.5 We will endeavour to bill you on the same day each month commencing from the Payment Plan commencement date in accordance with the Mobile Handset selected by you.

- 3.6 Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available online through our customer account management (toolbox) website using the call tracker and is available 24 hours, 7 days a week.

Payment

- 3.7 You must pay the charges for the service by direct debit payment from your credit card or nominated bank account.
- 3.8 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 Service Commencement date;
 - (b) Disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and
 - (c) Take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 3.9 If a direct debit from your bank account or from your credit card is declined for any reason we may impose a decline fee (as set out in the Pricing Schedule).

4. Definitions

Fixed Line Broadband Service means a residential or business ADSL Service, Naked DSL Service or Fibre to the Home Service

Mobile Handset Hardware means the hardware described in clause 1.

Mobile Plan means the options described in the Mobile Handset Pricing Schedule link.

SIM means a portable memory chip used in cellular telephones.

Telecommunication Act means the regulated legislative instrument as amended.

Website means www.netspace.net.au

Customer Relationship Agreement

SECTION B8: MOBILE BROADBAND

Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE MOBILE BROADBAND SERVICE DESCRIPTION

About our Customer Relationship Agreement

1.1 This is the Mobile Broadband Service Description of our Customer Relationship Agreement under which we supply a Mobile Broadband Service to you.

Our Customer Relationship Agreement Section A General Terms and Section C Pricing Scheduled also applies to the Mobile Broadband Service.

Service Options

1.2 The Service Options for the Mobile Broadband Service are set out in the Pricing Schedule.

2. THE MOBILE BROADBAND SERVICE

What is the Mobile Broadband Service?

2.1 The Mobile Broadband Service provides access to the internet over a Wireless network we acquire from a wholesaler, and we resell that access to you. The wireless network is owned by Optus Mobile (**The Optus Network**). Depending on the Plan chosen, the device used and network availability the Service uses:

- (a) the 2100MHz/900MHz frequency bands of the Optus Network (**3G Dual Band Network**);
- (b) the 2100MHz frequency band of the Optus Network (**3G Single Band Network**);
- (c) the 1800MHz frequency band of the Optus Network using LTE technology (**4G Network**); and
- (d) the Optus GSM/GPRS network.

Coverage for the Mobile Broadband Service is not available in all areas. 4G Network coverage is only available in limited areas of Perth, Sydney and Melbourne. The 4G Network can only be used with a compatible device and on a 4G Plan. The 4G Network may also be unavailable for other reasons including during periods of network congestion. Where a 4G compatible device is used but there is no 4G Network coverage in the area or the 4G network is otherwise unavailable, the service will utilise the 3G Dual Band Network if available.

Contract Term

- 2.2 We will provide, and you must acquire the Service in accordance with our CRA for at least the Contract Term. You may cancel the Service during the Contract Term but you may be required to pay a Break Fee as set out in the Pricing Schedule. After the end of the Contract Term we will continue to provide the Service until it is cancelled in accordance with the CRA.

Service Requirements

- 2.3 To receive the Service you must
- (a) meet any applicable System Requirements; and
 - (b) have the equipment referred to in clause 3.
- 2.4 The Service is only available in the areas described in clause 4.
- 2.5 You acknowledge that:
- (a) you may not be able to receive the Service at your location;
 - (b) we do not provide technical support for Services under the following conditions:
 - (A) running a network connected to the Service;
 - (B) running a network or providing network service to others for the Service;
 - (C) running connectivity software other than that provided by us with equipment we supply to you for use with the Service; or
 - (D) Macintosh operating systems below v10.0.
 - (c) Unless expressly stated otherwise on our Website a modem device that we supply to you in connection with the Service only supports a single computer connected to that modem device.
 - (d) Unless expressly stated otherwise by us, we do not guarantee that any modem device that we provide to you in connection with the Service will be compatible with any particular machines or network of machines.
 - (e) We do not guarantee that your connection to the internet will achieve any specific speed at any given time. Actual speeds will vary due to factors such as distance from the network point of presence, the capacity and load of that point of presence, your hardware and software, the number of individual end users using the Service at the same time and the source of the content you are accessing.
 - (f) We will use due care and skill in providing the Service in accordance with the Consumer Guarantees. Subject to the Consumer Guarantees, we cannot promise that the Service will be continuous, fault-free or accessible at all times, given the nature of telecommunications systems

(including the Service's reliance on systems and services not owned or controlled by us). This does not limit your right to obtain rebates in some circumstances as set out in clause 15.2 of the General Terms.

3. EQUIPMENT

The Equipment

- 3.1 To connect to the Mobile Broadband service you will need :a PC, laptop or other device which can connect to the Internet by means of a wireless connection with Windows XP or higher or a Mac with OSX or higher installed Depending on which hardware option you chose we will provide you with:
- (a) a SIM card for use with your own modem device that is approved by us for use with the Mobile Broadband Service;
 - (b) a mobile broadband Modem device with SIM card; or
 - (c) a mobile broadband tablet device with SIM card.

4. COVERAGE

Service availability

- 4.1 The Service is only available within the Optus Network coverage area and is subject to network availability.

Coverage Area

- 4.2 It is your responsibility to establish whether the location at which you wish to use the Service is within the Optus Network coverage area. To assist you we provide coverage maps which are available on our Website at the following link:

<http://www.iinet.net.au/internet/broadband/mobile/coveragemap/>

Grace Exit Process

- 4.3 If:
- (a) your principal place of usage of the Mobile Broadband Service is within the Optus 3G Dual Band, 3G Single Band Network or 4G Network coverage area; and
 - (b) within 10 days from the date of the service activation, you report to us any coverage related issues relating to the use of the service at your principal place of usage,

then, subject to clauses 4.4, 4.5 and 4.6, we may allow you to cancel the Mobile Broadband Service without incurring a Break Fee and we will refund to you any upfront fees that you have paid to us in relation to the Mobile Broadband Service (for the avoidance of doubt, this does not include any fees relating to any other services that may be bundled with your Mobile Broadband Service).

Mobile Broadband Service in combination with a modem device supplied by us

4.4 If we agree to exercise the grace exit process and we have supplied a modem device to you in connection with the Mobile Broadband Service, we will send you a return freight bag and you must return to us, in its original condition, any modem device supplied to you by us in connection with the Mobile Broadband Service (Service Equipment) within 21 days from the date you receive the return freight bag and you must pay;

- (a) any excess usage costs incurred; and
- (b) a Postage and Handling fee in accordance with the Pricing Schedule.

4.5 If we agree to exercise the grace exit process and you fail to return the modem device to us within 21 days from the date you receive the return freight bag from us, you will be charged the relevant Break Fee plus any excess usage fees.

Mobile Broadband Service in combination with a tablet device supplied by us

4.6 If we agree to exercise the grace exit process, and we have supplied a tablet to you in connection with the Mobile Broadband Service, we will release you from your Mobile Broadband contract without charging you a Break Fee but you will not be entitled to return the tablet to us under the Grace exit process (because you could still use the tablet in connection with a fixed broadband service supplied by us or another supplier) and you must pay:

- (a) the full price of the tablet (if you are purchasing the tablet on a repayment plan, the repayment plan will be cancelled and you will be required to pay the sum of the amount of the remaining instalments under the repayment plan); and
- (b) any excess usage costs incurred.

5. FAULTS

Fault Reporting

5.1 If you become aware of any fault with the Service immediately report the fault to us by telephoning or emailing a Customer Service Representative.

6. QUOTA & SHAPING

No Freezone, WAIX, or PIPE

6.1 The Mobile Broadband Service does not have unmetered access to our Freezone. All traffic is counted towards your monthly quota allowance, including WAIX traffic and PIPE traffic.

Excess usage (no shaping)

- 6.2 All traffic, both downloads and uploads are counted towards your quota allowance. Any unused part of your quota allowance expires at the end of the month and is not carried over to the next month. When your usage exceeds your allowance you will be charged at the rate specified in the Pricing Schedule. You will be sent a notification by email when you approach your usage quota allowance.

Usage Monitoring via Toolbox

It is your responsibility to monitor your usage. Real time data monitoring is not currently available for 3G Plans or 4G Plans via Toolbox. We are reliant on Optus to provide us with usage information regarding 3G Plans and 4G Plans, and there will usually be a delay of up to 48 hours (or in some instances longer) in the usage information on Toolbox for these plans.

Other Usage Monitoring

The modem devices and tablet devices that we supply to you may include real time data usage monitoring functionality (**Device Usage Monitoring**). Instructions on how to use Device Usage Monitoring are provided in the user manual for the devices. You should use Device Usage Monitoring as a guide only as it may not use the same methods for calculating usage as we do. For example, the Device Usage Monitoring may not monitor both upload and download traffic usage whereas both upload and download traffic counts towards your quota allowance and any excess usage charges.

7. CANCELLATION, SUSPENSION AND VARIATIONS

Cancellation or suspension by us

- 7.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 7.2 Our rights to suspend or cancel the Service under this clause 7.2, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms of our CRA.

Cancellation or suspension by you

- 7.3 You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee in accordance with clause 7.4
- 7.4 If you cancel the Service after it has been provisioned but before the end of the Contract Term, the Break Fees set out in the Pricing Schedule will apply. Subject to clause 10 of the General Terms (Billing Disputes), 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 iiNet Entity to you.
- 7.5 Mobile Broadband services cannot be suspended by you as there is an on-going cost incurred for maintaining the connection with the supplier that we will incur.

Variations

- 7.6 If you have a 3G Plan, you may vary the Plan to another 3G Plan. If you have a 4G Plan, you may vary the Plan to another 4G Plan. Note that charges for varying your plan may apply as specified in the Pricing Schedule. You may vary your Plan by:
- (a) completing and submitting a new online application form located on our Toolbox plan change web page; or
 - (b) telephoning Customer Support on and asking a customer service representative to complete the application form on your behalf.
- 7.7 If you vary your Service by using the online Toolbox plan change referred to in clause 7.6(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 7.8 If you vary your Service in accordance with clause 7.6, such variation will not affect the duration of the Contract Term.
- 7.9 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of determining whether Excess Usage Charges are payable.

Customer Relationship Agreement

SECTION C: PRICING SCHEDULE

Purpose of this Section C: Pricing Schedule

The prices applicable to different Netspace products and services are set out on our Website at the links below. The relevant pricing information at those links is incorporated into this Pricing Schedule and forms part of the CRA.

Changes to Pricing

Due to the complex nature of Telecommunications services and multiple dependencies upon other suppliers, the price of some services can change from time to time.

Pursuant to clause 1.4 of the General Terms, if we make any change to our CRA and such a change has more than a minor detrimental impact on you, you may cancel the Service without incurring any Break Fee by giving notice to us within 42 days after we notify you of the proposed change. The changes to the CRA shall not apply where you request to cancel a service in response to the notice of changes to the CRA within the allowed period.

Warranty Information

How to claim under the warranty and your rights

1. In order to claim under the warranty, you should contact us on 131 456 or email us via the support area on our Website at <http://www.netspace.net.au/about/contact/>, 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.
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.
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.
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;

- c. damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
 - d. an external event (for example a fire or flood).
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.
6. The repair or replacement of equipment may result in loss of data (such as loss of telephone numbers stored on your handset).
7. 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.
8. The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
9. 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.
10. This warranty is given by Netspace Online Systems Pty Ltd (ACN 067 116 269) of 1/502 Hay Street, Subiaco, WA, 6008. You can contact us on 131 456 or email us via the area on our Website at <http://www.netspace.net.au/about/contact/> if you have any questions regarding this warranty.

Warranty Periods

11. 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:

EQUIPMENT	Warranty Period
BoB Lite™	24 months
BoB2™	24 months
Wireless Bridge	24 months

DSL Modems	12 months. Further warranties may be available directly from the manufacturer.
Ethernet port/card	24 months
ADSL Inline Filter	12 months
ADSL Central Splitters	12 months
Business Voice Handsets	12 months
MobiiBroadband 4G	24 months
MobiiHotspot 4G	24 months
MobiiBroadband 3G	the same as your initial contract term for the Mobile Broadband Service - for example, if the initial contract term is 12 months, the warranty period is 12 months
MobiiHotspot 3G	the same as your initial contract term for the Mobile Broadband Service - for example, if the initial contract term is 12 months, the warranty period is 12 months
External Antenna	the same as your initial contract term for the Mobile Broadband Service - for example, if the initial contract term is 12 months, the warranty period is 12 months
Mobile Voice Handsets purchased on or before 15 August 2012	12 months
Mobile Voice Handsets purchased after 15 August 2012	30 days, subject to clauses 15 to 18 below.
Tablet Devices	30 days, subject to clauses 15 to 18 below.

Warranty for equipment other than Mobile Voice Handsets purchased after 15 August 2012

12. We will repair, replace or provide credit for faulty equipment provided by us at no cost to you, if you notify us of the fault within the applicable Warranty Period.
13. However, we will charge you for the repair or replacement of faulty equipment, if the fault was caused by a Non Covered Event. We may also charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

14. If we decide to repair the equipment, you must give us sufficient information to assess the fault, including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

Warranty for Mobile Voice Handsets purchased after 15 August 2012 and Tablet Devices

15. We will provide you with a replacement device if the following conditions are satisfied:
- a. either:
 - i. your device does not work on arrival; or
 - ii. It ceases to work within 30 days of the date that you purchased the device from us;
 - b. the fault with the device has not been caused by a Non Covered Event; and
 - c. you report the fault to us within 30 days of the date you purchased the device from us.
16. Where we provide you with a replacement device, you will be charged for both the original device and the replacement device unless you return the original device to us within 14 days.
17. The Samsung tablets and mobile phone handsets that we supply come with a 24 month manufacturer's warranty. The terms of this warranty are set out in the warranty documentation provided with the device.
18. If you wish to make a claim under the manufacturer's warranty you can do so through us by calling 131 456, by email via the support area on our Website at <http://www.netSPACE.net.au/about/contact/>, or by contacting Samsung directly by calling the Samsung service centre. If you choose to visit a Samsung service centre you will be required to provide proof of purchase, which we can provide to you. Please note that if Samsung carries out repairs to your device, which are not covered by the warranty, you may be liable to pay Samsung the cost of those repairs.

1. RESIDENTIAL SERVICES

Naked ADSL Services

<http://www.netSPACE.net.au/broadband/naked-dsl/>

ADSL2+ Services

<http://www.netSPACE.net.au/broadband/adsl2/>

ADSL Services

<http://www.netspace.net.au/broadband/adsl/>

Dial Up Services

<http://www.netspace.net.au/Dial up/>

Phone Services

<http://www.netspace.net.au/phone/>

VOIP Services

<http://www.netspace.net.au/voip/>

BoB™ Light

<http://www.netspace.net.au/bob/bob-lite/>

BoB™2

<http://www.netspace.net.au/bob/>

Wireless Bridge

<http://www.netspace.net.au/broadband/wireless-bridge/>

Fetch TV

<http://www.netspace.net.au/fetchtv/>

Mobile Voice

<http://www.netspace.net.au/mobile/>

Mobile Handset

<http://www.netspace.net.au/mobile/>

Mobile Broadband Service

The Mobile Broadband Service is provided under a data usage plan. Each data usage plan must be combined with a hardware option. Depending on the hardware option selected, the contract term for the data usage plan will have a minimum contract term of one month, 12 months or 24 months. The monthly charge applicable in respect of the data usage plan will depend on the hardware option and whether the Mobile Broadband service is bundled with other services that attract a bundling discount. The names of the data usage plans and the hardware options are set out in the following table.

Table 14.1

Data Usage Plan		Hardware options
3G Residential Plans	3G Mobile Broadband 4 GB	Each plan is available in combination with the following hardware options: <ul style="list-style-type: none"> • SIM only (byo) • MobiiBroadband (different devices are provided for 3G and 4G services) • MobiiHotspot (different devices are provided for 3G and 4G services) • Tablet
	3G Mobile Broadband 8 GB	
	3G Mobile Broadband 16 GB	
	3G Mobile Broadband 20 GB	
3G Business Plans	3G Mobile Broadband - Business 4 GB	
	3G Mobile Broadband - Business 8 GB	
	3G Mobile Broadband - Business 16 GB	
	3G Mobile Broadband - Business 20 GB	
4G Residential Plans	4G Mobile Broadband 5 GB	
	4G Mobile Broadband 10 GB	
	4G Mobile Broadband 15 GB	
	4G Mobile Broadband 20 GB	
4G Business Plans	4G Mobile Broadband - Business 5 GB	
	4G Mobile Broadband - Business 10 GB	
	4G Mobile Broadband - Business 15 GB	
	4G Mobile Broadband - Business 20 GB	

Each data usage plan has a monthly data usage quota for which a monthly fee is charged. All usage, both uploads and downloads, applies towards the monthly data usage quota. Any unused quota cannot be rolled over and is forfeited at the end of the month. Excess usage charges are applicable for any usage in addition to the monthly data usage quota. The monthly data usage quota, the monthly fee for the data usage quota and the excess usage charge rate for each plan is set out in the following tables.

Monthly charges for data usage plans

The monthly charges for each data usage plan are set out in the following tables

3G Residential Plans

Table 14.2

Residential Plans	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
3G Mobile Broadband 4 GB	2GB peak 2GB off peak ⁽¹⁾	\$19.95	\$14.95	5 cents per MB
3G Mobile Broadband 8 GB	4GB peak 4GB off peak ⁽¹⁾	\$29.95	\$24.95	5 cents per MB
3G Mobile Broadband 16 GB	8GB peak 8GB off peak ⁽¹⁾	\$39.95	\$34.95	5 cents per MB
3G Mobile Broadband 20 GB	10GB peak 10GB off peak ⁽¹⁾	\$59.95	\$54.95	5 cents per MB

3G Business Plans

Table 14.3

Business Plans	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
3G Mobile Broadband - Business 4 GB	2GB peak 2GB off peak ⁽¹⁾	\$24.95	\$19.95	5 cents per MB
3G Mobile Broadband - Business 8 GB	4GB peak 4GB off peak ⁽¹⁾	\$34.95	\$29.95	5 cents per MB
3G Mobile Broadband - Business 16 GB	8GB peak 8GB off peak ⁽¹⁾	\$44.95	\$39.95	5 cents per MB
3G Mobile Broadband - Business 20 GB	10GB peak 10GB off peak ⁽¹⁾	\$64.95	\$59.95	5 cents per MB

4G Residential Plans

With SIM only (byo) or where MobiiBroadband or MobiiHotspot device or Tablet is purchased outright

Table 14.4

Plan	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband 5 GB	5GB anytime ⁽²⁾	\$29.95	N/A	2 cents per MB
4G Mobile Broadband 10 GB	10GB anytime ⁽²⁾	\$34.95	\$29.95	2 cents per MB
4G Mobile Broadband 15 GB	15GB anytime ⁽²⁾	\$54.95	\$49.95	2 cents per MB
4G Mobile Broadband 20 GB	20GB anytime ⁽²⁾	\$74.95	\$69.95	2 cents per MB

With MobiiBroadband or MobiiHotspot under a 24 month minimum term contract

Table 14.5

Plan	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband 5 GB	5GB anytime ⁽²⁾	\$34.95	N/A	2 cents per MB
4G Mobile Broadband 10 GB	10GB anytime ⁽²⁾	\$39.95	\$34.95	2 cents per MB
4G Mobile Broadband 15 GB	15GB anytime ⁽²⁾	\$59.95	\$54.95	2 cents per MB
4G Mobile Broadband 20 GB	20GB anytime ⁽²⁾	\$79.95	\$74.95	2 cents per MB

4G Business Plans

With SIM only (byo) or where MobiiBroadband or MobiiHotspot device or Tablet is purchased outright

Table 14.6

Plan	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband - Business 5 GB	5GB anytime ⁽²⁾	\$29.95	N/A	2 cents per MB
4G Mobile Broadband - Business 10 GB	10GB anytime ⁽²⁾	\$34.95	\$29.95	2 cents per MB
4G Mobile Broadband - Business 15 GB	15GB anytime ⁽²⁾	\$54.95	\$49.95	2 cents per MB
4G Mobile Broadband - Business 20 GB	20GB anytime ⁽²⁾	\$74.95	\$69.95	2 cents per MB

With MobiiBroadband or MobiiHotspot under a 24 month minimum term contract

Table 14.7

Plan	Monthly usage quota	Unbundled cost per month	Bundled⁽³⁾ cost per month	Excess usage charge
4G Mobile Broadband - Business 5 GB	5GB anytime ⁽²⁾	\$34.95	N/A	2 cents per MB
4G Mobile Broadband - Business 10 GB	10GB anytime ⁽²⁾	\$39.95	\$34.95	2 cents per MB
4G Mobile Broadband - Business 15 GB	15GB anytime ⁽²⁾	\$59.95	\$54.95	2 cents per MB
4G Mobile Broadband - Business 20 GB	20GB anytime ⁽²⁾	\$79.95	\$74.95	2 cents per MB

(1) Off Peak times are 00:00 to 07:00 AEST/AEDST every day. All other times are On-Peak times.

(2) There is no distinction between Peak and Off Peak times for 4G plans.

(3) To be eligible for the bundled rate, in addition to the Mobile Broadband Service, you must also have a current iiNet Broadband Internet Service OR an iiNet PSTN Phone Service (excluding additional Mobile Broadband Services, Dial Up internet, Netphone1 and Hosting services).

Charges for hardware

SIM only (byo)

Table 14.8

Hardware option	Cost of SIM card	Minimum contract term for data plan
SIM only (byo) 3G	\$25	12 months
SIM only (byo) 4G	\$25	1 month

MobiiBroadband and MobiiHotspot

The charges and minimum contract terms for MobiiBroadband and MobiiHotspot options are set out in the following tables.

Table 14.9

Hardware option	Purchase price when combined with a 12-month minimum term data usage plan	Purchase price when combined with a 24-month minimum term data usage plan	Purchase price when combined with a month to month data usage plan
MobiiBroadband 3G	\$29	\$0	n/a
MobiiHotspot 3G	\$99	\$29	n/a
MobiiBroadband 4G	n/a	\$0	\$189
MobiiHotspot 4G	n/a	\$49	\$229

Tablets

Tablets are only available for sale to existing Mobile Broadband Service customers or on sign up for a new Mobile Broadband customers. Tablets can be purchased by means of a one off payment or on a 24 month repayment plan where the outright cost of the tablet is split over 24 months. The purchase price of the different tablets is set out in the following table.

Table 14.10

Tablet	One off payment purchase price	Monthly repayment under 24 month repayment plan
Samsung Galaxy Tab2 7	\$379	\$13 per month
Samsung Galaxy Tab2 10.1	\$579	\$22 per month
Samsung Galaxy Camera ⁽⁴⁾	\$579	\$22 per month

⁽⁴⁾ Only available to residential customers.

A tablet purchased outright, must be combined with a 12 month minimum term data usage plan.

A Tablet purchased under a 24 month repayment plan must be combined with a 24 month minimum term data usage plan.

A repayment plan is only available if a Mobile Broadband Service exists on an account which does not already have a repayment plan connected to it.

If your Mobile Broadband Service is cancelled, you will be liable for any applicable Contract Break Fees and the tablet repayment plan will be cancelled and any remaining instalments under the tablet repayment plan will be invoiced to your account, and charged to you during your next billing cycle.

If you are a residential customer and you choose to purchase a device (i.e. a tablet and/or mobile phone handset) on a repayment plan, the number of devices that you can apply for on a repayment plan will be limited as set out in the table below, based on the number of months for which you have been one of our customers (your "Tenure"). No limits apply to the outright purchase of devices.

Table 14.11

Tenure	Number of devices available on repayment plan
0 - 3 months	1 device per account
3 - 6 months	2 devices per account
6 or more months	3 or more devices per account

When the tablet is activated you will be charged a pro-rata fee of the monthly amount on the payment plan selected by you from the activation date until the last day of the first calendar month of the Payment Plan.

Other Hardware

Table 14.12

Hardware	Purchase price
External antenna	\$49.95
BobLite	\$129

Static IP address for Business Plans

All Business Plans for the Mobile Broadband Service have an optional "Static IP" service at a cost of \$10 per month.

Contract Break Fees applicable to 3G Plans

Table 14.13

Tenure	On a 24-month contract term
0 - 6 months	\$140
7 - 12 months	\$114
13 - 18 months	\$81
19 - 24 months	\$46
Tenure	On a 12-month contract term
0 - 12 months	\$35

Contract Break Fees applicable to 4G Plans

Table 14.14

Tenure	On a 24-month contract term
0 – 6 months	\$250
7 – 12 months	\$150
13 – 18 months	\$100
19 – 24 months	\$50

Total Minimum price payable

The total minimum price payable for the Mobile Broadband Service depends on the data plan that you select and the equipment option chosen. The total minimum price payable is calculated by adding A and B together where:

- A = Monthly data plan fee x minimum term of contract (the monthly data plan fee is set out in tables 14.2 to 14.7 above)
- B = the price paid for the hardware (the price for the different hardware and the options available, including the minimum data plan term that is required are set out in tables 14.8 to 14.10)

Two examples are provided in the following table.

Table 14.15

Monthly data usage plan	Minimum contract term⁽⁵⁾	Equipment option	Minimum price payable⁽⁶⁾
Residential 3G Mobile Broadband 4 GB	24 months	Samsung Galaxy Tab2 7 purchased on 24 month repayment plan	The minimum price payable over 24 months will be \$790.80 where A = \$19.95 x 24 = \$478.80; and B = \$13 x 24 = \$312
4G Mobile Broadband 10 GB	24 months	MobiiHotspot combined with a 24 month data usage plan	The minimum price payable over 24 months will be \$1007.80 where A = \$39.95 x 24 = \$958.80; and B = \$49

⁽⁵⁾ The equipment option chosen will determine the minimum term of the contract.

⁽⁶⁾ Does not include any bundling discounts.

2. BUSINESS SERVICES

VPN Solutions

<http://www.netspace.net.au/business/vpn/>

Collocation Services

<http://www.netspace.net.au/business/collocation/>

Midband Internet Services

<http://www.netspace.net.au/business/midband-ethernet/>

Corporate Broadband Services

<http://www.netspace.net.au/business/corporate-broadband/>

Bonded DSL Services

<http://www.netspace.net.au/business/bonded-dsl/>

Business Broadband Services

<http://www.netspace.net.au/business/broadband/>

SIP Trunking Services

<http://www.netspace.net.au/business/sip-trunking/>

Business Phone Services

<http://www.netspace.net.au/business/phone/>

Domain Hosting Services

<http://www.netspace.net.au/business/domain-names/>

Business Hardware

<http://www.netspace.net.au/business/hardware/>

Customer Relationship Agreement

SECTION D1 FAIR USE POLICY FOR RESIDENTIAL PLANS

Netspace provides customers subscribing to some products with free calls. Details of the call types provided free of charge are included in the pricing schedule of the CRA Section C.

To ensure the availability of our services to eligible customers, we have a 'Fair Use Policy' to make sure everyone gets a fair-go. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your invoice shows an excessive use we may refuse you access to this offer and charge you our Standard Rates for calls made as set out in the Pricing Table.

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- Month 1.** Netspace may contact individual customers identified as exceeding *three* (3) times the average usage of all customers, to discuss their usage requirements. Where an increase in usage occurs but is not expected to continue, no alternative arrangements are necessary.
- Month 2.** If the excessive usage continues into a second billing period, then further contact may be made to discuss a more appropriate plan.
- Month 3.** If the excessive usage continues into the third billing period, the customer may be informed that free local and national calls on their plan will no longer be available and that they will be charged standard call rates from that time forward.

Excessive Use

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by Netspace at the time of the relevant promotion, or otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of a service with free calls, in excess of *three* times the number of calls per service per month, averaged across customers on the same plan, is Excessive Use.

Unreasonable Use

Some of our plans are designed for domestic use and others for commercial use. We believe that it is Unreasonable Use for domestic plans to be used by businesses whose activities include heavy incoming or outgoing telephone traffic.

Commercial use includes the following activities:

- running a telemarketing business or call centre;
- re-supplying or reselling the *service*; or
- other similar activities.

We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider your use of service to be Unreasonable Use if your use of it is considered fraudulent by Netspace or to adversely affect the Netspace Network or another customer's use of, or access to, an Netspace Service or Network.

Among other things, "fraudulent" use includes resupplying an Netspace Service without Netspace's consent so that a third party may access or use Netspace Services or take advantage of free calls. In addition, where we consider your use of free calls to be Unreasonable Use or that your use does not comply with the terms and conditions of the Service, then we may suspend your access to that or any other promotion or offer.

Prohibited Use

You must not, and must ensure that any person who uses your Service does not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or
- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

SPAM

In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the *Spam Act 2003*.

You must not use the Service to:

- engage in abusive behaviour toward our staff;
- send, allow to be sent, or assist in the sending of Spam;
- use or distribute any software designed to harvest email addresses; or
- otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts.

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- otherwise breach the *Spam Act 2003* and accompanying regulations, the installation and maintenance of antivirus software;
- the installation and maintenance of firewall software; and
- the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.

Customer Relationship Agreement

SECTION D2 FAIR USE POLICY FOR BUSINESS PLANS

Netspace provides customers subscribing to some products with free calls. Details of the call types provided free of charge are included in the pricing schedule of the CRA Section C.

To ensure the enjoyment and availability of our services to all our eligible customers, we have a 'Fair Use Policy' to make sure everyone gets a fair go. We have designed our products to be generous, but we do not want those generous terms abused.

If we think your invoice shows an excessive use we may refuse you access to this offer and charge you our Standard Rates for calls made as set out in the Pricing.

To ensure we do not unreasonably restrict our customers, the following steps will occur if we consider that a service is showing excessive use:

- Month 1. Netspace may contact individual customers identified as exceeding *three* (3) times the average usage of all customers, to discuss their usage requirements. Where an increase in usage occurs but is not expected to continue, no alternative arrangements are necessary.
- Month 2. If the excessive usage continues in a second billing period, a second contact may be made to discuss an alternative plan.
- Month 3. If the excessive usage continues into the third billing period, the customer may be informed that free local and national calls on their plan will no longer be available and that they will be charged standard call rates from that time forward

Excessive Use

For the purposes of the Fair Use policy, what is considered to be Excessive Use will either be advertised by Netspace at the time of the relevant promotion or, otherwise included in this Fair Use Policy.

Excessive use is a continuing and unreasonably disproportionate use of the service when compared to other users. In the case of free calls in excess of THREE times the number of calls per service per month, averaged across customers on the same plan, is considered Excessive Use.

Unreasonable Use

Single-line Business Plans are provided for use by business customers requiring a single-line service with inbound and outbound calls being made to and from a single handset. Using telephone systems capable of making multiple, simultaneous outbound calls over a single line via an IPPBX or similar software or hardware is considered to be an Unreasonable Use of this service.

We believe it is Unreasonable Use for single line Business plans to be used by businesses for Commercial purposes and/or activities which normally include incoming or outgoing telephone traffic greater than would be reasonably expected for a single-line business user.

Commercial use would include the following activities:

- the running of a telemarketing business or call centre function;

- re-supplying or reselling the service; or
- other similar activities.

We consider the use of the service to be unreasonable if calls made on our Network are performed by anyone other than the business subscribing to the service, without obtaining our written consent first. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.

We consider the use of the service to be Unreasonable if the use of the service is considered to be fraudulent or to adversely affect the Netspace Network, or another customer's use of, or access to, a Netspace service or Network.

Fraudulent use includes resupplying an Netspace Service without Netspace's written consent so that someone else may access or use Netspace services.

Where Netspace considers your use of free calls to be Unreasonable Use, or Excessive Use, we may suspend your access to that service.

Prohibited Use

You must not, and must ensure that all persons who use your Service (including but not limited to your employees) do not:

- engage in abusive behaviour toward our staff;
- use the Service to make inappropriate contact with children or minors who are not otherwise known to you;
- send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as 'pyramid schemes', 'Ponzi schemes', and 'chain letters';
- engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes 'denial of service' attacks against another network host or individual user; or

- publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.

Your failure to comply with this Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service.

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You must not use the Service to:

- (a) send, allow to be sent, or assist in the sending of Spam;
- (b) use or distribute any software designed to harvest email addresses; or
- (c) otherwise breach the *Spam Act 2003* and accompanying regulations,

and we may suspend the Service under clause 14.2 of the General Terms if you do any of those acts, or if we reasonably suspect that you or a person using your Service is engaging in any of those acts (including but not limited to your employees).

We may also suspend the Service if the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

Subject to our obligations under Part 13 of the *Telecommunications Act 1997*, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach.

You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the *Spam Act 2003* (by you or third parties), including where appropriate:

- (a) the installation and maintenance of antivirus software;
- (b) the installation and maintenance of firewall software; and
- (c) the application of operating system and application software patches and updates.

Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, or by means not authorised by you, such as through a Trojan horse or a virus.

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