

Internet Terms and Conditions

1 GENERAL

- 1.1 You apply to IP Voice & Data Pty Ltd (“*Vonex Telecom*”) to provide you Broadband/Internet as outlined in your selected Plan, for the Plan Period and on the terms specified in the applicable rate plan (available from *Vonex Telecom*). You agree that *Vonex Telecom* Landline, VoIP and/or Mobile Terms & Conditions are applicable and you accept these terms when bundling *your Broadband service with one of the above-mentioned services*. You acknowledge that *Vonex Telecom Broadband* service is provided without warranty that it is continuous or fault free. You must comply with the Acceptable Use Policy and you acknowledge and agree that we may exercise any of the rights specified in the Acceptable Use Policy.
- 1.2 *Vonex Telecom* may make available other services in association with the *Vonex Telecom* Broadband service. You authorise *Vonex Telecom*, on your behalf, if necessary, to obtain information from your existing internet provider. It may be necessary to complete and sign documentation and to take all steps necessary to give effect to this application and to transfer your Broadband/Internet and voice accounts and services from your existing provider to *Vonex Telecom*. By switching to *Vonex Telecom* you may surrender all incentives and benefits offered by your current Service Provider (e.g. discount plans, charity concessions).

2 BROADBAND/INTERNET

- 2.1 The Plan Period and monthly charges will commence on the day on which the modem is dispatched to you by *Vonex Telecom* or on such other date as *Vonex Telecom* reasonably designates. There is no option to alter your contract term once the service has been activated. If your application is accepted, *Vonex Telecom* will endeavour to provide your *Vonex Telecom* ADSL service as soon as it can, but it cannot guarantee availability or a date of commencement.

3 FAST TRANSFER

- 3.1 Fast transfer of the ADSL service from one provider to another can only be carried out if both service providers are compatible with this transfer. *Vonex Telecom* ADSL Customers will be assigned one dynamic IP address. Any static/dynamic IP address allocated by *Vonex Telecom* will always remain the property of *Vonex Telecom* Broadband. *Vonex Telecom* ADSL is not available in all areas or to all telephone lines. To check availability in your area, access the service check facility at <http://www.vonex.com.au> or contact *Vonex Telecom* on 1800 828 668
- 3.2 An additional fee applies for the ADSL fast transfer process if a Customer requests to migrate their existing ADSL service from their current Internet provider to *Vonex Telecom* Broadband. *Vonex Telecom* is not liable for any breach of contract or charges that may be charged to the Customer by the previous service provider. It is the Customers responsibility to check with their existing service provider (prior to transferring their internet service) to confirm what charges they may incur should they elect to transfer to *Vonex Telecom* Broadband. Customers selecting to fast transfer their ADSL service from their existing Internet Service Provider to *Vonex Telecom* will be charged a transfer fee.

4 CHARGES

- 4.1 Customers signing up to *Vonex Telecom* Broadband will have the cost of equipment (if applicable), setup charges, one month's access to the service, calculated from the date of connection to the end of the billing period (one month in advance) charged on the first statement issued on connection. Any additional equipment requested or purchased after signup must be paid in full on the next invoice. If you purchase a modem or other equipment from *Vonex Telecom*, it will not become

your property until they have been paid in full or at the completion of the contract if the equipment included in the selected rate.

- 4.2 Any Customers on a plan that has a download limit will have their download limit reset on the anniversary date of their connection. Unused download portions are NOT carried over to the following month.
- 4.3 You can change the speed of your ADSL plan at any time. A \$55 one-off administration charge will be applied per speed change. You can change the download capacity of your ADSL plan at any time. A \$33 one-off administration charge will be applied per plan change. All plan changes will be effective from your next billing period. Migrating to another plan does not shorten the Term or terminate the Agreement, which will continue to apply for the Term.
- 4.4 You must pay the Monthly Fee in Advance. You must pay us any other applicable charges as set out in the Rate Plan upon our request including the Installation Charge and the charges for Additional Services where those services are requested by you. We will bill you monthly for the Services in accordance with our current charges as notified to you from time to time.
- 4.5 All charges shown are inclusive of GST, unless otherwise stated.

5. CANCELLATION

Cancellation of existing service: It is the responsibility of you, the customer to cancel any internet services currently active with another service provider. *Vonex Telecom* is unable to do this on your behalf. Failure to do so may result in active accounts with more than one provider.

6. INSTALLATION

You may install the modem yourself or take advantage of the installation service offered by *Vonex Telecom*. The charge for the *Vonex Telecom* standard installation service is \$150 per simple installation (for the first 15 minutes only), additional charges may apply in regional areas, and if additional equipment or complex work is required.

7. TRANSFER OF SERVICE

- 7.1 If your telephone line is cancelled or transferred to another name, you will lose your *Vonex Telecom* ADSL connection. A \$110 reconnection fee applies for reactivation of your ADSL service. If you move, *Vonex Telecom* will endeavour to relocate your *Vonex Telecom* ADSL service (subject to availability in your new area). There will be a relocation charge of \$110. Additional charges may apply.
- 7.2 If a Customer has chosen to relocate their ADSL service to another location/phone number and the new location is not ADSL enabled, the Customer is bound by contract to pay out the service as if it were a cancellation. *Vonex Telecom* will not be liable for a Customer electing to relocate into a non-ADSL enabled area.

8. DATA

References to 'Inclusive Data' are to the amount of data you are entitled to download in a month without your download speed being reduced. *Vonex Telecom* is not liable for any loss, corruption or destruction of data or for any other damage as a result of using this service.

9. REQUIREMENTS

- 9.1 Your computer equipment must meet minimum requirements. *Vonex Telecom* will not incur any liability for modems not supplied or approved by *Vonex Telecom*. *Vonex Telecom* will not offer technical support for connections that are connected to the ADSL service with non-*Vonex Telecom* supplied modems. We do not provide help desk support for configuring a Customer's LAN (local area network) to connect to *Vonex Telecom* ADSL services, and do not assist with LAN related difficulties. The user is

liable for any enquiries (made by the user) directed to Telstra or any other third party service provider. Additional charges may apply by calling other carriers for *Vonex Telecom* ADSL assistance.

- 9.2 Speeds are shown as 'downstream/upstream' speeds, for example 256/64 refers to a speed of 256kbps for data being downloaded to your computer and 64kbps for data uploaded from your computer. These speeds may not be achieved in some cases, for example, downloading from a site that operates at a slower speed.
- 9.3 In some instances, installation of hardware required for the *Vonex Telecom* ADSL service may void your warranty, check with your computer retailer to see if this applies to you. During the installation process of ADSL the original operating systems disks or CDs that came with your computer may be required.
- 9.4 To maintain security on your computer, *Vonex Telecom* recommends that you:
- a) protect your password;
 - b) keep it secure, avoid common words, names or dates, change it regularly, and do not store it on your computer;
 - c) use current anti-virus and firewall software;
 - d) do not open suspicious emails or files from unknown sources; and
 - e) protect your family from unsuitable internet content.

10. USE OF SERVICE

- 10.1 You must not use the *Vonex Telecom* ADSL Service in such a manner so as to infringe the legal rights of, or cause harm to, any person or breach any law including without limitation to:
- a) defame, harass or cause needless anxiety to any person;
 - b) make available obscene or pornographic materials;
 - c) violate the privacy of any person;
 - d) knowingly transmit a computer virus to another user or the Internet generally;
 - e) send any unsolicited bulk messages or breach any regulation relating to the sending of unsolicited messages.
- 10.2 Multiple concurrent logons are not permitted. You must not use the *Vonex Telecom* ADSL Service to create, use or distribute tools designed for compromising the security of our network or any communications over that network. We do not warrant that the use and installation of any software on your own equipment will not disrupt the normal operations of, or damage, your own equipment.

11. NO LIABILITY FOR CONTENT

Vonex Telecom does not monitor and are not responsible or liable for any content or messages delivered by the Service. By using the *Vonex Telecom* ADSL Service you acknowledge and agree that any material downloaded or otherwise obtained through the *Vonex Telecom* ADSL Service is at your own risk. We give no warranty, guarantee or representation about the accuracy of the information or images available through the *Vonex Telecom* ADSL Service, whether supplied by us or by third parties. We are not responsible for inappropriate material viewed by minors.