



## **Terms and Conditions (ADSL2+)**

### **Definitions**

- "The Provider" means Scott Welsh Holdings Pty Ltd (ABN 23097223311), and any other associated, company, their heirs, successors & assigns.
- "Service" means the means to access the worldwide computer network known as the Internet provided by the provider including information services, computer resources, disk storage and computer communication resources that may or may not be the property of the provider and the actual ability to use the resources so provided.
- "Customer" means the user of this Service who pays fees to The Provider.

### **Provision of Service**

- The Provider shall provide the Customer with the Service. It is intended that the Service shall generally be available 24 hours a day, seven days a week except for service maintenance times which the Provider shall make reasonable attempts to advise to the Customer from time to time. However, there is no undertaking in respect to service availability and it is specifically understood that no express or implied contract exists in respect to service availability or duration.
- The Provider shall provide Customer with a Login ID code, a password, telephone number & such other login information that is required to enable connection to the Service. It is the customer's sole responsibility to maintain a suitable level of security in respect to the foregoing information. The customer expressly agrees and understands that they are liable for all activities conducted using their logon ID and for any charges or fees that may result from such usage. A customer who does not understand this section or any other part of this agreement should obtain advice from an appropriate source.

### **Charges**

- The charges for using the Service are detailed in this Agreement. The Provider retains the right to alter these charges from time to time and may give the Customer up to one month's written notice, by letter, facsimile or electronic mail, of any such alterations.
- The Customer agrees to pay the charges via credit card (or alternatively made other arrangements for payment with The Provider), which shall be debited automatically with the annual subscription fee and first months connection fee with subsequent monthly connection fees at the beginning of each charge period and usage fees at the end of each period. Should this credit card number expire or should The Provider otherwise be unable to debit valid charges to this credit card number, The Provider may immediately and without notice withdraw the Customers access to the Service.
- Invoices unpaid after the due date will result in services being restricted or suspended without written notice. If an invoice remains unpaid from more than 42 days after the due date, your Account may be cancelled and ADSL2+ may be cancelled from your nominated line. Where cancellation occurs, you will be responsible for all costs including any re-connection fees and/or any associated collection costs. Current Late Fee charges are available on our website at [www.regionalconnect.com.au](http://www.regionalconnect.com.au)
- Initial minimum contract period is 12 months for ADSL2+, or unless selected by the customer to a longer period. Early termination charges will apply. • The contract period gets automatically renewed on speed changes, relocation or change of ownership.
- The contract period starts from the date of the advice from the wholesale confirming the connection.
- The setup charge quoted is for self installation of the equipment. If the equipment is purchased from us, it will be pre-configured.
- Any refunds for any monies paid in advance will be at the sole discretion of The Provider taking into account agreed term &/or periods and alterations thereof. A processing charge of \$10 (Ten Dollars Applies to any refund), where the customer has churned to another provider, or cancelled.

### **Customer Responsibilities**

- The Customer must provide the telephone line, modem, computer and software as necessary to access the Service.
- The Customer agrees that they are responsible for all costs associated when connecting to the service, including phone calls made for support
- The Customer agrees that they cannot assign or otherwise transfer this Agreement or Customers rights under it, delegate Customers obligations or resell the Service. Reseller and Agent Accounts are now available. For more information please contact sales.
- The Customer is responsible for the selection and use of security features, non-disclosure of personal login information and backup of any information. The Customer is responsible for all use of the Service accessed through the Customers password. Disclosure or loss of login information that incur charges or Service misuse is the Customers responsibility and should be reported to The Provider as soon as possible.
- The use of the Service is at the Customers sole risk and is entirely the Customers responsibility. The Provider does not and cannot monitor or control the content and information accessed via the Service and the Provider shall not be held responsible in any way for any content or information accessed via the Service.
- The Customer will not use the Service so as to interfere with or disrupt network users, services or equipment. Disruptions include but are not limited to, distribution of unsolicited advertising, propagation of computer worms and viruses, using the network to make an authorised entry to any other machine accessible via the Service, send harassing or threatening electronic mail and forgery (or attempt forgery) of electronic mail messages and Usenet news postings.
- The Customer agrees to refrain from mass postings to inappropriate Usenet newsgroups. The Customer agrees to refrain from mass, unsolicited e-mailings. The Customer agrees to post advertisements only where appropriate, and in venues that specifically encourage or allow advertising. The Customer agrees to respect the conventions of the newsgroups, lists and networks to which the Customer is posting, including rules more restrictive than, but not limited to, the above.

### **Likewise,**

- The Service should not be used by any individual or group of persons for any activities of an illegal or fraudulent manner including any activities prohibited under the Australian Commonwealth Government Telecommunications Act 1989, or under other applicable Australian State and Commonwealth laws: and/or an unauthorised use of copyright material. It is expressly agreed that in the event of such misuse of the service, the customer will be solely responsible for the consequences and will at all times indemnify the provider.
- The Customer acknowledges that certain Caller information (eg: Caller-ID) maybe required to access the service &/or provide support or will be made available to The Provider by Telecommunications Carriers &/or other parties and the Customer hereby agrees that The Provider may collect such information and utilise such information for its internal purposes and accounting.
- Certain Internet content accessed via the Service may contain material which the Customer may find inappropriate, offensive, inflammatory, or adult in nature. The Provider does not endorse such material and disclaims any and all liability for their content. Filtering software is available from 3rd party vendors, should you wish a list, please contact support.
- The Customer hereby indemnifies The Provider in respect to any loss or damage action claim suit or proceeding against The Provider by any person arising out of the use of the Service by the Customer including but not limited to the transmission of any illegal and/or fraudulent material.

### **General Terms**

- The Provider may monitor or keep any records that The Provider deems necessary of Customer use of the Service. These records can and will be made available to Police forces, Government agencies or other individuals subject to reasonable enquiry by the provider as to the statutory or other legal right claimed to be exercised by the organisation or individual in respect of those records. Reasonable enquiries by the provider will at all times be sufficient to discharge the provider from any liability for any harm or damage that results from the release of information to third parties. Specifically reasonable enquiry includes reliance on the apparent authority of any person.
- The Provider does not warrant that the Service will be uninterrupted or error free, nor does The Provider make any warranty as to the results obtained from the use of the Service. The Service is provided without warranties of any kind, either express or implied, other than those warranties implied into this agreement by legislation such as the Trade Practices Act and which cannot be excluded. To the extent permissible by law, The Provider excludes all liability for any direct, indirect, special or consequential damages arising out of the supply or use of the Service or inability to use the Service and where such liability cannot be excluded The Provider limits its liability, at its option, to the resupply or cost of resupply of the Service.
- The Provider reserves the right to reject or filter content as may be required by law, good taste or as required as the provider determines to provide a suitable quality of service. This includes tcp/ip ports and/or services in addition to filtering email especially that of an unsolicited nature. The provider is under no obligation to advise what filtering or rejection strategies are in place or used from time to time.
- Regional Connect ADSL2+ Bundle is only available in specific areas. Your nominated Phone line is subject to a Full Service Qualification as not all telephone lines are compatible with the service. Approved lines require a provisioning period of up to 45 days before an approved application is active.
- The transfer of your Phone Service to Regional Connect will cause disruption to your standard telephone service. It is usual for a 15 minute break in service at the time of transfer
- An ADSL2+ filter is required on each telephony device attached to the nominated ADSL2+ phone line. When an ADSL2+ modem or router is purchased from Regional Connect, one filters is included. You will be responsible for the costs of any additional filters you require.
- ADSL2+ runs on a different frequency to standard ADSL, your existing filters may not be adequate and you may be required to purchase at your cost additional compatible filters.
- If you have a monitored security system that dials out on the nominated ADSL2+ line, or more than 3 telephony devices attached to your nominated ADSL2+ line, you will require a central splitter (which replaces any need for filters). You are responsible for employing a 3rd party to install/supply the splitter (if you are not purchasing an ADSL modem or router from Regional Connect, hardware costs apply also). All costs and effects that arise from the installation/supply are between the 3rd party and yourself. You will need to contact your preferred installer/supplier and arrange a time and cost for the splitter to be installed. Account fees start from the time your phone line is upgraded to ADSL2+ services regardless of the date of the splitter installation.

- Phone faults are covered by the legislated Customer Service Guarantee. Faults may be lodged with Regional Connect 24 hours a day through the online support area or during Customer Service hours by phone. Where a fault is lodged after 5.00pm on a business day, the fault will be deemed to have been lodged at 8.30am on the following business day.
- Broadband is provided without warranty that it is fault free or continuous, and your connection may at some time fault either line synchronisation or communications. In this event you should contact Regional Connect . Fault resolution will normally occur within 72 working hours from notification but may take longer. Regional Connect is not liable for any loss of revenue you may suffer as a result of this downtime. A dial up 56k modem connection is available as redundancy if required during an outage, however it is your responsibility to ensure that you have the adequate modem hardware.
- Regional Connect does not guarantee the compatibility of ADSL2+ with some client end telephone equipment, older fax machines, certain cordless phone brands, PABX, Commander phone systems, Line-Hunt Group, and analogue devices. If you have any of these please make sure you mention it before putting in your application.
- In the event that you wish to transfer your service to a non Optus affiliated service upon the completion of your contract, please be aware that you may in some circumstances be unable to retain your phone number.
- Regional Connect does not provide handset phones. If you have a Telstra rented phone, we strongly suggest that you return it to a Telstra shop or Post Office and replace it with your own phone to avoid additional charges being passed through to you from Telstra.
- On all residential accounts Regional Connect blocks the following ports: 25, 445, 135,137,139 (as precautionary measure to prevent the spread of viruses and spam).
- Business Customers on business plans may apply for these ports to be unblocked.

#### ADSL Termination and Relocation

- The minimum contract period for all ADSL2+ Bundled services is 12 months, however customers may elect to have contract terms up to 24 months. The service is normally provisioned within 21 days and activated by Regional Connect no later than 7 days thereafter at which time Regional Connect will commence billing the customer.
- Customers wishing to terminate their Bundled service (including any component of that bundle) with Regional Connect prior to the end of their contract are liable to pay the sums as shown on the application form.
- In the case of a Change of Address, no termination fee applies, however the minimum contract term (12 months) is reset to the date of re-connection. A new connection fee will also apply at the new premises. Regional Connect requires a physical line to be connected to the new premises prior to ordering an ADSL2+ Bundled service. Where a phone line is not connected to the customer premise, delays will be experienced in activating a new service. These delays are not the responsibility of Regional Connect .
- This Agreement shall remain in place until it is terminated by either Customer or The Provider by giving one months written notice. The Provider reserves the right to terminate the Service without notice if Customer misuses or abuses the Service or The Provider. What constitutes misuse or abuse of the Service is determined by The Provider. The advice for termination must be either posted, faxed or delivered to the office by hand. Electronic Mail (Email) requests for termination will be ignored.

#### **Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)**

Notice of disclosure of your credit information to a credit-reporting agency. (Privacy Act 1988)

(Scott-Welsh Holdings Pty Ltd (Trading as Cairns Net Services / Aussiewide Internet and Regional Connect) may give information about you to a credit reporting agency, for the following purposes:

- \_ To obtain a consumer credit report about you, and/or
- \_ To allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- \_ Your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- \_ The fact that [name of credit provider] is a current credit provider to you.
- \_ Loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- \_ Advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- \_ Information that, in the opinion of [name of credit provider] you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- \_ Dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- \_ That credit provided to you by [name of credit provider] has been paid or otherwise discharged.

#### **Period to which this understanding applies**

This information may be given before, during or after the provision of credit to you.

#### **STATEMENT BY APPLICANT(S) FOR CREDIT**

**Please read carefully before signing. Where there is more than one applicant, each applicant must sign.**

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

Scott-Welsh Holdings Pty Ltd (Trading as Cairns Net Services / Aussiewide Internet and Regional Connect has informed me that it may give certain personal information about me to a credit-reporting agency.

2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I/we agree that Scott-Welsh Holdings Pty Ltd (Trading as Cairns Net Services / Aussiewide Internet and Regional Connect may obtain information about me/us from a business, which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I/we agree that Scott-Welsh Holdings Pty Ltd (Trading as Cairns Net Services / Aussiewide Internet and Regional Connect may obtain a consumer credit report containing information about me from a credit-reporting agency for the purpose of assessing my/our application for commercial credit.

Signature of Customer 1: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Original of this document is to be signed and posted to: Regional Connect, P.O. Box 1282 Cairns Qld 4870 Fax:1300-557-042

Signature of Customer 1: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Customer 2: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Your Sales person was: \_\_\_\_\_ Print Name: \_\_\_\_\_**

**Min period of this contract is \_\_\_\_\_ months and the early termination fee is \$ \_\_\_\_\_ Init by Customer \_\_\_\_\_**

**Original of this document is to be signed and posted to: Regional Connect, P.O. Box 1282 Cairns Qld 4870 Fax:0730090033**