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STANDARD FORM OF AGREEMENT – SUMMARY

This is a summary of the Ai Tel Standard Form of Agreement ("**SFOA**") for:

- any goods we supply to you (including goods supplied in connection with any Services) ("**Goods**");
- each Ai Tel Service in respect of which we have accepted your Application, or in respect of which this Agreement has been executed by us and you ("**Services**") which may include, without limitation, Fibre, Layer 2, Wireless, Broadband Services, Voice Services, IP Phone, Wi-Fi Hotspot Internet Access, Service, Domain Name Hosting, Server Monitoring and/or Co-Location Services (either for a residential or business customer); and/or
- any other services in connection with Goods and/or Services (including installation and maintenance services) ("**Other Services**"),

provided to you by Ai Tel Pty Ltd ABN 36 116 247 002 trading as Ai Tel of Suite 204, 186 Pulteney Street, Adelaide, South Australia 5000 (in this summary referred to as "**our**", "**we**", "**us**" or "Ai Tel").

The SFOA:

- is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- applies to all Goods, Services and Other Services provided by Ai Tel;
- may be amended by Ai Tel from time to time in accordance with the SFOA; and
- does not apply if and to the extent otherwise agreed between Ai Tel and a Customer.

This summary is for informational purposes only; it is the SFOA which has legal effect. Copies of the complete SFOA are available on the Ai Tel website www.aitel.net.au. Up to date copies of this summary are available from Ai Tel on request.

TERMS of Service

Ai Tel is committed to providing high-quality, high-speed Internet access. Our goal extends to protect our customers, the Internet Community and our network from illegal or irresponsible use or activities. These Terms and Conditions are to ensure the efficient means of operating the services to fully benefit all of Ai Tel's users. The account holder agrees that any violation of the Terms and Conditions will result in termination of service with or without prior notice and at the sole discretion of Ai Tel Pty Ltd.

1. We undertake that:

- we will use our reasonable commercial endeavours to provide you with the Supplies you request, in accordance with the Agreement;
- we will make all reasonable efforts to ensure continuity of the Services, but we make no guarantee that the Services will be either uninterrupted or error free. We do not exclude any statutory consumer guarantees where it would be unlawful to do so; and
- while we endeavour to take reasonable care with information that you provide to us we cannot and do not guarantee that all such information will reach its intended destination (including electronic mail) inside or outside our network.

2. *Your Obligation to us* - you acknowledge and agree that:

- all information you provide to us for the purposes of the Agreement must be accurate and truthful;
- you will not interfere with the normal operation of the Services or any equipment used in the provision of the Services, or make either unsafe;
- if we install Equipment for you, you must, upon reasonable request, permit us to access to the relevant premises and cooperate with us for the purpose of installing that Equipment. You are responsible for the Ai Tel Equipment and must indemnify us against all loss and damage to the Ai Tel Equipment until it is returned to us (unless due to reasonable wear and tear) and you acknowledge that we retain ownership of the Ai Tel Equipment;

3. *Usage Monitoring* - we will not monitor Internet use, in terms of mail sent or received, specific web sites visited, newsgroup or chat room postings, downloads or uploads, or any other infringement of privacy, unless we have reason to believe a user is committing illegal acts or otherwise violating published rules. However, Ai Tel reserves the right to monitor account activity if it adversely impacts Ai Tel services or customers. Ai Tel reserves the right to remove messages, suspend service, or terminate service without prior notice for any of the following listed actions, among others. Judgment is reserved for Ai Tel Pty Ltd in its sole discretion. Account holders are reminded that this agreement is a contractual limitation and Ai Tel Pty Ltd need not prove that certain conduct is illegal to take action to limit such conduct

4. *Illegal or Objectionable Behaviour* - It would be impractical to catalogue all possible behaviours that are illegal or otherwise objectionable, but all behaviours that could lead to civil or criminal culpability outside Ai Tel services are also prohibited by Ai Tel.

Specifically, the following are of great concern and may lead to immediate suspension:

- Threatening to harm persons, groups of people or property.
- Defamatory comments or transmitting material that is unlawful, libellous or slanderous, invasive of another's privacy, abusive or harassing, harmful, vulgar, or obscene.
- Transmission of confidential information about persons or companies without authorization.
- Transmission without permission or authorization of any copyrighted materials or files or in any way infringing on the copyrights of others.
- Providing false information on the registration form for Ai Tel , or impersonating someone else.
- "Spam" is the common term for a large quantity of unsolicited emails. Spamming is an undesirable activity in the Internet community. "Spamming" from or through Ai Tel services is strictly prohibited. Any violation of the policy regarding the sending of unsolicited email will result in the immediate termination of Ai Tel services without notice or refund, and a system "clean-up" charge per email sent.
- The sending of "Bulk" emails, even when solicited, from the Ai Tel system. We define "Bulk" email as sending of 50 or more similar messages during a single login session, regardless of session time and regardless of recipient, or sending ten or more similar email messages to the same Internet address.
- "Pyramid", "Chain letters" and "Get Rich Quick" activities are annoying and often illegal, and are prohibited.

5. *Compliance With Laws* - You acknowledge that we will cooperate with law enforcement agencies and other service providers to prevent unacceptable/unlawful behaviour and may implement automated mechanisms for this purpose including without limitation removing any content or closing or suspending your account.

6. *Access Information* - we will provide you with any access information required to use the Services that we deem reasonably necessary (if any). You must maintain the secrecy and confidentiality of all such access information and notify us immediately if your username and password are lost (or you think someone else is using them). You will be liable for all Charges resulting from use of the Services accessed through your access information.

7. *Termination By Us* - We may terminate the Agreement immediately by notice in writing if: (1) you are in material breach of the Agreement (including any Policy) and such breach is not remedied within 7 days of us notifying you; (2) you have not provided us with information reasonably requested for the purposes of the Agreement or you have provided us with false or misleading information; (3) you fail to pay the amount specified on any overdue notice or your nominated payment method is refused or dishonoured more than twice in 12 months; (4) if you are a natural person, we discover or reasonably believe that you are a minor; (5) we believe you are about to or may become or are in jeopardy of becoming subject to any form of insolvency administration; (6) if you, being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving; (7) if you, being a natural person, die; or (8) you cease or threaten to cease conducting business in the normal manner, in which case you will not be entitled to a refund in respect of the Supplies.

Otherwise, if there is no contract term specified in your Application or the relevant Service Schedule (or such contract term has expired), we may terminate the Agreement for any reason on 30 days' notice in writing to you (unless the applicable Service Schedule specifies a longer notice), in which case we will provide you with a refund in respect of the Supplies for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate.

8. *Cancellation By You* - You may elect to terminate a Service at any time by notice in writing to our accounts department subject to the following: (1) you must provide at least 7 days' written notice of the Service to be cancelled; (2) the Service will cease as soon as practicable on or after your notified specific cessation date (in most cases within 7 days of that date); (3) we will not refund any amounts that you have paid in advance (4) you will be liable for all outstanding debts incurred prior to termination for the current billing period; (5) you must pay the Early Termination Charges (if any) within 28 days of cessation if the Service is cancelled before the end of the Term. If you validly terminate the Agreement as a result of our breach, Early Termination Charges are not payable and your remedies will be limited to the extent permissible under the *Competition and Consumer Act 2010*.

9. *After Termination* - If the Agreement is terminated otherwise than for our breach, we may: (1) charge a reasonable sum for work performed for which no sum has as yet been charged, (2) be regarded as discharged from any further obligations under the Agreement and (3) pursue any additional or alternative legal remedies.

10. *Variations* - When requesting a change to your Supplies (whether upgrading, downgrading, cancellation, or otherwise), you must provide this request online, by telephone or in writing. The request will be processed and actioned on the earliest date that is reasonably possible, having regard to when it will be technically and operationally feasible for us to action it. In most cases, changes to ongoing supplies will be effective at the next Supply Rollover Date although we cannot guarantee this.

We may at any time in our discretion change the SFOA or available service plans and/or available features for the Service. However, we will not make a variation that could reasonably be expected to adversely affect you without including a notice with your next invoice or sending a separate notice to you, giving details of the effect of the variation, at least 3 business days before it takes effect together with an option to terminate (unless the change is required by law).

11. *Reporting of Service Faults* - You must report the details of a suspected Fault by telephoning the Ai Tel Help Desk as soon as possible after you become aware of the suspected Fault. You may report a suspected Fault to us 24 hours per day. However, if you report a fault outside the Hours of Coverage for Response, the Response Time will not commence until the beginning of the Hours of Coverage for Response.

When reporting a suspected Fault to us, you must provide us with: (1) Service details which identify the affected Service to such particularity as requested by us and (2) contact details, including your name, your contact point(s), the Site Contact (if applicable), contacts at both ends of the Service (if applicable) and details of the Fault systems.

12. *Service Fault Investigation* - We will analyse the cause of the suspected Fault and determine if the suspected Fault is in fact a Fault. We may be unable to provide Fault restoration under the Agreement where the Fault is in a network not owned or maintained by Ai Tel. Where a Fault report is lodged, we will undertake Fault restoration work during the Hours of Coverage for Restoration for the Service. If you wish to escalate the Fault, you must contact Ai Tel explaining the outstanding issue. If the escalation does not result in the restoration of the Service, you should contact Ai Tel and report this escalation failure.

13. *CHARGES AND BILLING* - We offer different fee structures for the provision of the Services and you are liable for the fees and charges applicable to any services you acquire in each Application, Service Schedule and/or Service Arrangement and Agreement Addendum (as applicable), as varied in accordance with the SFOA. When you acquire ongoing Services from us, an invoice/statement notification will be delivered via electronic mail only, at regular intervals as provided in your Application, Service Schedule, or Service Arrangement and Agreement Addendum. We may charge you a processing fee for invoices delivered to you by postal mail or fax. An invoice presented by us shall be deemed to be a correct statement of all Charges contained in that invoice. However, if you wish to query any item you have been charged for, we request you do so promptly.

All Charges (unless otherwise provided for in the Agreement), except any Charges for excess usage or specified non Internet or telecommunications services, are payable in advance and must be paid prior to supply and prior to each Anniversary Date (as applicable).

All accounts must be paid by the due date specified on the invoice/statement. Any account that is outstanding beyond the due date is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we may suspend your access to the Services and/or the Other Services until all outstanding monies are paid in full and may also terminate this Agreement. We may charge you an additional fee for any subsequent re-connection to the Services or resupply of the Goods and/or require you to pay us interest on any monies owing to us at a rate equivalent to the prime rate charged for bank overdrafts by our current bankers at that time. Charges may apply during this time or on re-connection of the Service. You are responsible for any collection fees incurred by us for the collection of outstanding monies owed by you to us under the Agreement.

The amounts payable by you to us under this Agreement include GST. If the rate of GST changes, we may adjust the amounts payable from the date of that change.

14. *LIABILITY* - Our goods and services are subject to certain guarantees that (in most circumstances) cannot be excluded under the Australian Consumer Law. We do not exclude or limit the application of any statute if this would contravene that statute or cause any part of this clause to be void. Where permitted by law, we exclude all consumer guarantees, all liability to you for consequential or indirect damages, and all liability for loss caused by our negligence. Where permitted by law, our liability to you for breaching any express provision of the Agreement is limited at our option to one of supplying, replacing or repairing the Goods or supplying again the Services or Other Services in respect of which the breach occurred. We make no express warranties to you except those expressly set out in the Agreement.

15. *Customer Service Guarantee* - The Customer Service Guarantee under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 prescribes mandatory performance standards for certain telecommunications services. Where no waiver or other lawful arrangement) has been agreed between Ai Tel and you, Ai Tel will comply with such standards to the extent that they apply to the Services offered.

16. *Complaints Handling* – Ai Tel is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, we request that you contact us using the contact via our online system. If your complaint is not satisfactorily resolved with us, you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.

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