

## **ADSL and ADSL2+ TERMS AND CONDITIONS**

### **1.0 INFORMATION ABOUT THIS AGREEMENT**

Please read this agreement carefully. The supply of Services under this agreement is by Anttel Communications Group Pty Ltd (ABN 23 743 402 463) referred to in this agreement as "Anttel Internet", "Anttel", "we", "us", or "our". By using any of our Services you accept all the terms and conditions contained within this agreement.

### **2.0 Supply of Service**

This agreement overrides and cancels any previous agreements between the Customer and Anttel Internet in relation to the supply of ADSL Internet Access Services.

### **2.1 SERVICE DESCRIPTION**

2.1.1 Anttel ADSL and ADSL2+ are high speed, broadband Internet services that operate on a copper line connected at the Customer's premises.

2.1.2 Depending on Customer's location the broadband service may be delivered either as a ULL, or spectrum shared.

2.1.3 In the case of bundled Internet and Phone plans, Anttel will supply and invoice the Customer for the Internet access, line rental, local and long distance calls. The customer must remain preselected through Anttel to retain the discounts provided as part of a bundled service.

2.1.4 Where there is any exclusion or inconsistency between the terms and conditions, and the Standard Form of Agreement (SFOA), the later will prevail - to the extent of any such exclusion or inconsistency.

### **2.2 SERVICE COVERAGE AND DATA SPEEDS**

2.2.1 The customer acknowledges and understands that ADSL or ADSL2+ may not be available to all locations or premises.

2.2.2 Anttel does not guarantee provision of broadband services to every applicant. Where the service is unavailable, the applicant will be notified. Anttel will not be liable for any loss that rejection of the Customer's application may cause.

2.2.2 The actual speeds of the broadband plans can vary substantially due to many factors including, but not limited to distance from the local exchange, line quality, electromagnetic interference (EMI), configuration of the copper wiring within the Customer's premises and the customer's modem or router.

2.2.3 The data speed is also dependent on customers not using the service to transmit or receive high volumes of data traffic on a sustained basis. The Customer must not use the service in this way.

### **2.3 INSTALLATION OF ADSL/ADSL2+ BROADBAND SERVICE**

2.3.1 The customer must nominate an existing standard telephone service (PSTN) to connect the broadband service to.

2.3.2 In the case of a bundled phone and Internet service, Anttel will begin charging the Customer for the line rental, call costs and any associated charges with the telephone service.

2.3.3 If the Customer chooses an Unbundled Internet plan, the Customer will continue to be responsible for all the costs associated with the nominated telephone service to the existing telephone carrier or service provider.

2.3.4 If the Customer chooses a Naked DSL service, the customer acknowledges that any existing communications services will be disconnected, and only the broadband service by Anttel will be supplied on the nominated telephone service.

### **2.4 FAULTS AND OUTAGES**

2.4.1 The Customer agrees to direct all support queries in relation to faults or outages of their Anttel broadband service to Anttel's support Help Desk (see [www.Anttel.com.au](http://www.Anttel.com.au) for contact details). The Customer is liable for any costs incurred by directly engaging a Third Party (including third party service providers including Telstra). Where any costs are incurred due to the Customer engaging any third party, Anttel will invoice the Customer for those costs which start from \$150 upwards.

2.4.2 Where service faults are lodged on the Customer's landline telephony service and a technician is called out to the Customer's premises, Anttel may charge a fee of up to \$220 where the technician deems that there is no fault in evidence, or if the fault is caused by customer premises equipment (CPE) or not within our, or our wholesaler's networks/responsibility.

2.4.3 The Customer may be charged fees of up to \$220 where an appointment for a technician created, but the Customer was not in attendance or if the technician is unable to gain access to the Premises.

2.4.4 The Customer must notify the Anttel support Help Desk at the soonest possible convenience if the fault is no longer evident. Failure to notify Anttel support Help Desk may result in charges (as per 2.4.3) if a previously arranged technician visits the Customer's premises and concludes that no fault is evident.

## **3.0 Equipment**

### **3.1 REQUIRED EQUIPMENT**

3.1.1 The Customer must ensure they have approved (A-Tick) and compatible equipment in good working order to connect to Anttel's ADSL / ADSL2+ broadband service including, but not limited to the Modem / Router, line filters and cabling.

3.1.2 Any equipment that is not provided by Us, in relation to the supply of broadband services must comply with the applicable standards and specifications.

3.1.3 We may substitute the make or model of the router or modem to one of a similar quality and specification.

### **3.2 TECHNICAL SUPPORT**

3.2.1 Anttel provides technical support for only the makes and models of modems/routers supplied by Us. At Our discretion, technical assistance may be provided on a best efforts basis where Customer is using a modem/router not supplied by Us.

3.3 FILTERING OF NON-DSL COMMUNICATIONS EQUIPMENT  
3.3.1 Every communications device (other than the approved modem/router) connected to the same telephone service as the ADSL/ADSL2+ broadband service will need to have a suitable filter installed to prevent interference between the device and the broadband service.

3.3.2 Where there are more than three (3) communications devices, or a Mode 3 phone socket (used by some alarm systems) connected to the same phone service, a central splitter must be installed.

3.3.3 Where a central splitter is required, the supply and installation of the hardware is at the Customer's expense and must be installed to approved standards and by an Austel approved technician.

## **4.0 Usage of the Broadband Service**

### **4.1 CUSTOMERS RESPONSIBILITIES**

4.1.1 The Customer is responsible for all charges associated with the usage of the broadband service, whether or not such usage was authorised by the Customer. Such usage includes unauthorised third party intrusions or virus related activity.

4.1.2 The Customer agrees that their Anttel ADSL/ADSL2+ service may not be resold or on-sold and that this service is not available to Internet Service Providers, Internet Cafés and Web Hosting companies. Any contravention of this clause will result in services being charged at \$2,000 per month for ADSL, and \$5,000 per month for ADSL2+ connection's from the date of first supply for each connection.

4.1.3 The Customer warrants that they are the legal lessee of the telephone service that they have nominated to have their ADSL/ADSL2+ broadband service installed on.

4.1.4 The Customer acknowledges that Anttel cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third part Carrier's network infrastructure.

4.1.5 Customer's use of the Anttel broadband service is at their own risk. Anttel takes no responsibility for any data downloaded and for the content stored on the Customer's computer.

4.1.6 The Customer agrees not to make any claim against Anttel, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or Anttel's email and hosting services.

4.1.7 The Customer acknowledges that while Anttel endeavours to make its broadband service available to the Customer 24 hours a day 7 days a week, ADSL/ADSL2+ services are not fault free, and that Anttel cannot guarantee uninterrupted service, or the speed, performance or quality of the service. The Customer also acknowledges that there many factors outside of Anttel's control that affect the delivery of ADSL/ADSL2+ services such as: The performance of third party suppliers and equipment, forces De Majeure and performance of the Customers own telephone service. Anttel accepts no liability for interruptions to the Customer's ADSL/ADSL2+ service or for any resulting damage or loss suffered by the Customer or any third party.

### **4.2 USAGE CALCULATIONS AND MONITORING**

4.2.1 For the purpose of accounting, 1MB (Megabyte) is equal to 1000KB (Kilobytes) and 1GB (Gigabyte) is equal to 1000MB.

4.2.2 For broadband plans that have shaping applied, or excess usage is charged for exceeding download quotas, the Customer can review their recent download activity online, or by requesting a report from Anttel customer service. Anttel recommends that the Customer monitors their usage regularly.

## **5.0 Billing and Accounting**

5.0.1 The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan that they have registered for.

5.0.2 Failure to pay charges will result in the suspension or termination of the Customer's broadband service. If the service is terminated due to non-payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

5.0.3 Anttel reserves the right to change any Anttel charge or fee without notice. However Anttel will not increase the subscription fee until the end of the Minimum Contract Term without prior notice.

## **5.1 APPLICATION FOR SERVICE**

5.1.1 The Customer agrees to pay all hardware, delivery and setup charges and their first period's subscription fee once the Customer's nominated telephone service has passed initial service qualification tests. Charges will be as outlined in the broadband service application, and as advertised online at the time of application.

5.1.2 The Customer agrees to pay a second set-up charge where the Customer has provided Anttel with incorrect details on the application form resulting in the service being installed on the wrong line.

5.1.3 Anttel will commence the Customer's Initial Contract Period and subscription billing cycle on the day that Anttel's ADSL/ADSL2+ is installed on the Customer's telephone line (or ULL as the case maybe).

## **5.2 THE MINIMUM CONTRACT TERM**

5.2.1 All Anttel broadband plans have a Minimum Contract Term, unless otherwise stated on your broadband application form.

The Minimum Contract Term is the minimum period for which the Customer must remain on and is liable for payment of their Anttel broadband service from the time it is activated. If the Customer cancels the service before the end of the Minimum Contract Term, they will be liable to pay out the remainder of this period, up to a maximum of \$300.

5.2.2 The Minimum Contract Term varies from plan to plan and will be as stated for the Customer's chosen broadband plan on the application form.

5.2.3 Once the Minimum Contract Term is over, the Customer's service will continue to renew automatically, and the Customer will continue to be charged for the service, until such time as the Customer cancels the service.

## **5.3 SUBSCRIPTION FEES**

5.3.1 Subscription fees for Anttel broadband plans are billed in advance. Five (5) days prior to the end of each subscription period the Customer's plan will automatically renew and the following period's subscription fee will be charged.

5.3.2 Subscription fees are charged monthly, quarterly, annually or another period as stated for the Customer's plan.

## **5.4 SHAPING**

5.4.1 With some Anttel broadband plans, the Customer's download speed is shaped (slowed) to a specified speed once the monthly download quota has been exceeded, until the start of the next billing period. Some plans may provide you the option to buy additional data in GB's.

5.4.2 Where the broadband plan includes Peak and Off-Peak download quotas, shaping will be applied to each period where the download quota has been exceeded for the billing period.

## **5.5 USAGE CHARGES**

5.5.1 Usage or Download charges will be charged in arrears at the end of that billing period.

## **5.6 ADDITIONAL CHARGES**

5.6.1 The Customer acknowledges that all changes to their broadband plan or service may incur fees including but not limited to; Changes in bandwidth, speed, configuration, plan relocation of the service and termination of the service. The Customer agrees to pay these fees as they arise.

5.6.2 Any interruption or change to the Customer's telephone service will cause the ADSL/ADSL2+ service on that line to be disconnected, which will be classed as a disconnection and a disconnection fee may apply. The Customer will have to order, and pay a fee for reconnection of the service. Interruptions that cause disruptions include but not limited to; Cancellation or suspension of your telephone service, change of service address (relocation), change of telephone number, change of telephone service lessee details, installation of a product incompatible with ADSL/ADSL2+ on the telephone line.

## **5.7 CHANGE OF PLAN**

5.7.1 Switching to another Anttel ADSL/ADSL2+ plan does not reduce the Minimum Contract Term or terminate the original agreement or result in a reduction of charges payable by the Customer to Anttel. The new plan subscription and/or usage charges will apply from the date of migration.

5.7.2 The Customer will be charged for any remaining portion of the Minimum Contract Term of their existing plan (up to a maximum of \$60) for changing to an ADSL/ADSL2+ plan with a lower subscription fee inside the Minimum Contract Term.

5.7.3 A new Minimum Contract Term, as specified for the new plan requested by the Customer will commence from the date of migration to the new plan.

## **5.8 CANCELATION OF AN ADSL/ADSL2+ SERVICE**

5.8.1 The Customer may terminate their Anttel ADSL/ADSL2+ broadband service by giving Anttel at least 30 days written notice. The Service must be paid up to the end of the notice period.

5.8.2 If the Customer cancels their ADSL/ADSL2+ service before the end of the Minimum Contract Term, the Customer will be required to pay out the remaining portion of this term, up to a maximum of \$300.

5.8.3 The Customer authorises Anttel to charge ALL termination fees, including but not limited to any remaining portion of the Minimum Contract Term to the Customer's credit card or direct debit account on receipt of the Customer's cancellation notice.

5.8.4 If Anttel is providing a discount on a plan over a fixed period, for example where Bundling of phone and Internet services occurs - Anttel will charge the customer for any discount allowed where the service is being cancelled within the Minimum Contract Term.

## **6.0 Additional Terms and Conditions**

### **6.1 ADSL FAST TRANSFER (CHURN) AGREEMENT**

6.1.1 The fast transfer process only applies to Customer's who are currently with a participating fast transfer provider who wishes to transfer their ADSL/ADSL2+ service to Anttel. Some ADSL2+ services cannot participate in this process (eg ULL based services).

6.1.2 Anttel does not guarantee access to the churn process and will not be liable if the ADSL/ADSL2+ transfer application is rejected.

6.1.3 The Customer authorises Anttel to act on their behalf to transfer the ADSL/ADSL2+ service.

6.1.4 The Customer will be responsible to their current ADSL/ADSL2+ provider for any charges billed or incurred up until the date the transfer takes effect.

6.1.5 The Customer understands that it is their responsibility to check the terms of their contract with their current ADSL/ADSL2+ provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.

### **6.2 FREE EMAIL ACCOUNTS**

6.2.1 Virus filtering may be performed on email passing in or out of the Anttel email servers and cannot be disabled on individual accounts. Email messages that have been detected with a virus may be automatically rejected. Customers will not receive separate notifications of email messages that have been rejected in this way.

6.2.2 Customer's who regularly send virus emails, will be notified by Anttel support staff. Failure to fix any problem that is causing the sending of virus infected emails will result in a temporary suspension of email services.

6.2.3 SPAM filtering may be applied on a per account basis and the settings can be altered by the Customer directly to the appropriate level, additional charges may apply

6.2.4 Anttel does not guarantee faultless storage of emails and will not be liable for any damage or loss resulting from storage faults.

6.2.5 While Anttel may provide Virus filtering and SPAM filtering, we do not guarantee protection against SPAM or viruses and recommends that Customers make use of other available protections as widely available.

## **ANTELL STANDARD TERMS AND CONDITIONS**

### **1.0 General Agreement**

1.1 Anttel Communications Group Pty Ltd (ABN 23 743 402 463) referred to in this agreement as "Anttel Internet", "Anttel", "we", "us", or "our" and the Customer (being an entity subscribing to Anttel for the use of Internet and broadband services) agree that by accessing Anttel Internet services, you accept, without limitation or qualification these services.

1.2 The Customer agrees to be bound by Anttel's Standard Terms and Conditions - as displayed on Anttel's website ([www.Anttel.com.au](http://www.Anttel.com.au)).

1.3 The Customer understands that the Standard Terms and Conditions can change from time to time, and that the Customer should visit the Anttel website regularly to be aware of any updates.

1.4 In addition to the Standard Terms and Conditions, all products and services are covered by specific agreements.

1.5 This Agreement is deemed to have been made in Brisbane,

Queensland, Australia and it shall be governed according to the laws of Queensland. Each of the parties submits to the jurisdiction to the Courts of Queensland.

## 2.0 Provision of Service

2.1 The Customer agrees that the IP Address(es) remain the property of Anttel and that the Customer is only renting the IP Address(es) during the period of their contract only. On termination of the Customer's contract, any IP Address(es) rented from Anttel will be recovered by Anttel.

2.2 IP Addresses are maintained and administered by Anttel only, which includes but is not limited to DNS delegation and routing.

2.3 Anttel reserves the right to provide access to the Internet via Anttel Proxy Servers.

2.4 During peak periods, dialup modems may not be available.

2.5 Anttel wishes to use any information provided by you to contact you regarding any upgrades and/or the provision of any new services relating to Anttel products, via email, telephone, fax and/or any other forms of communication.

## 3.0 Billing and Accounting

3.1 All Administration, registration and set-up fees are nonrefundable.

3.2 Downloads are calculated and where applicable charged monthly for all Anttel data services

3.3 Customers Invoices are sent via email, and are not automatically sent hardcopies via post. Copies can be requested from [accounts@anttel.com.au](mailto:accounts@anttel.com.au), or from our customer service department on 1300 788 838.

3.4 Anttel currently accepts the following credit cards; Visa, MasterCard, Amex and Diners. See [www.anttel.com.au](http://www.anttel.com.au) for processing fees.

3.5 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time Anttel bills the account. Dishonour fees and any other charges, expenses, losses resulting from Anttel attempting to debit the credit card or direct debit account will be borne solely by the Customer.

3.6 The Customer authorises Anttel to charge any excess usage of their account at the rate applicable at the time the excess was used (except for Flat Rate plans). In addition to fees and charges you incur in the normal use of the service, Anttel may charge you administration fees including cancellation fees, relocation fees, and payment dishonour fees.

3.7 Applications will not be processed without prior payment

3.8 Customers are required to inform Anttel 30 days prior to the end of their contract period should they wish to cancel their service. If we do not receive notification from the Customer prior to the end of their contract period, the service will roll over for the next billing period in accordance with our Standard Terms and Conditions.

3.9 The Customer is required to inform Anttel if their credit card is due to expire two weeks prior to the expiry date and is required to provide Anttel with details of a current card. Anttel will close an account 2 days prior to the expiration of the nominated card if updated credit card details are not provided.

3.10 Anttel reserves the right to check Customers details with credit referencing bodies and associations.

3.11 Anttel has the right to terminate the service immediately and recover all monies owing, from the first date of connection, including the cost of recovery, when payments are overdue.

3.12 Anttel may withdraw any plans/packages at any time, such changes will take effect from the end of current contract period.

3.13 Where the due date is not a business day, Anttel will draw from your nominated financial institution account on the business day before or after the due date in accordance with the terms and conditions of your Anttel account.

3.14 The Customer must advise Anttel if the nominated account is transferred, or closed, or the account details have changed.

3.15 A \$35 fee applies if the Customer's financial institution rejects the Direct Debit transaction

3.16 Anttel reserves the right to cancel drawing arrangements if drawings are dishonoured by the Customer's financial institution.

3.17 All notices and changes shall be in writing and shall be hand delivered, or sent by post, or facsimile, or by email to the parties hereto at their respective addresses.

3.18 The Customer agrees that if the Customer provides incorrect information in an application that is actioned by Telstra or a third party supplier to Anttel, they, the Customer will be liable for a resubmission payment to Anttel.

3.19 Anttel Internet pricing is subject to change without notice.

3.20 Telephone connection charges are the Customers responsibility and are in addition to Anttel subscription and usage charges. Anttel recommends contacting your phone provider to confirm if the access numbers provided for connecting to Anttel dialup services will be charged as a local call.

## 4.0 Usage

4.1 The Customer must keep confidential any codes, passwords or other security information provided to them by Anttel and must notify Anttel without delay if these details are disclosed.

4.2 The Customer agrees to pay for all usage charges generated through their username and password or Anttel account.

4.3 The Customer agrees that an Anttel Internet connection can only be used at a one physical site, and/or with one Network system operation at this site. Anttel does not offer the right to use the connection for multiple sites.

## 5.0 Liability

5.1 Anttel shall not be liable for any damage to and/or viruses that may infect your computer equipment or other property on account of our access to, use of, or browsing of our web site and/or your downloading of any materials, data, text, images, video or audio from the Anttel Internet web site.

5.2 Anttel will use its best endeavors to filter incoming emails for viruses, but will not be liable for any loss or damage that might be incurred as a consequence of preventing emails from being delivered, or from permitting any emails to be delivered.

5.3 The Customer acknowledges that the service is not fault free and there may be interruptions and/or service difficulties from time to time. Anttel is not liable for any downtime or for any problems that may arise due to the incompatibility of modems or equipment.

5.4 Anttel is not liable for any indirect loss or damage, loss of profits, loss of business or anticipated savings, loss corruption or destruction of data or of any other type of indirect or consequential loss or damage whatsoever, as a result of using this service.

## 6.0 Misuse of Service

6.1 Anttel reserves the right to suspend or terminate, with or without notice, any Customer's service where in Anttel's opinion that the Customer has been involved in activity, either directly or indirectly, where that activity is detrimental to Anttel's Internet service or jeopardise the use of Anttel's service or its performance for other Customers or how the wider community will perceive Anttel. This includes, but not limited to; Spamming, causing the listing of Anttel or any of its Customer's on any Realtime Black List (RBL), attempted unauthorised access to other Internet servers and systems, misrepresentation and abusive or offensive behaviour in newsgroups, forums and other online facilities.

6.2 The Customer must not use the Anttel service in any way or to post or to transmit via the Anttel service any material that interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or that inhibits any other Customer from using or enjoying the Anttel service. The Customer must not attempt or permit another person to do any of these acts.

6.3 Anttel reserves the right to suspend without notice any Customer's account involved in offensive and/or illegal activities under State and/or Federal laws.

This includes the dissemination of banned pornographic material and other illegal content. Anttel will notify relevant law enforcement agencies and the offending material(s) passed on.

6.4 The Customer agrees that it is a breach of this agreement to connect any equipment to the service that is not labelled with the ACA telecommunications compliance mark. The Customer will be liable for any damages or claims arising from this.

## 7.0 Fair Usage Policy

7.1 Anttel commits to providing all Customers with as high quality service as possible. To assist us in meeting our commitment, we ask Customers to use our services fairly. If a Customer is identified to be making excessive use of our service and it is deemed to be a serious burden on our network, Anttel will follow this process;

a) We will warn the Customer via email with a brief summary of the excessive use and request the Customer refrain from such excessive use. A time frame for rectification will be provided.

b) If the Customer does not rectify this matter by refraining from the excessive use in the time specified in the email, then Anttel reserves the right to limit the Customer's connection speed.

c) If after these actions, the Customer has not altered their usage patterns to resolve the serious burden on our network, Anttel reserves the right to suspend the Customer's services without further notification.

d) If the Customer has had 3 such warnings since the start of their contract with Anttel, as to their excessive usage, Anttel reserves the right to terminate the Customer's contract.