

Standard Form of Agreement

Part A contains general terms and conditions that apply to all telecommunications service we provide.

Part B contains our pricing and payment terms for all products that we provide.

Part A – General Conditions

1. The terms and conditions on which we supply services to you are as follows:
 - 1.1 The service pricing and description that you selected when you applied for services with Ace Internet Services Pty Ltd (AIS) (including any minimum charges, special pricing, bonus offers and contract periods as defined in the Service Schedule);
 - 1.2 This Part A of our Consumer Terms;
 - 1.3 The other Parts of these Customer Terms that apply to the specific services you have purchased;
 - 1.4 Any policy on Acceptable Use, Protection of Privacy or other document specifically referred to in these Terms; and
 - 1.5 Terms and Conditions on individual Service Schedules extend and take precedence over these Terms and Conditions for those services; and
 - 1.6 Any other terms and conditions that we agree with you specifically and that are confirmed in an email from us to you. Our call centre staff are not permitted to make changes to the contract without sending you an email to confirm.
2. You become an AIS customer when you submit an application to AIS for the provision of services if AIS accepts your application. The application can be submitted on a physical paper form, over the phone, or through the Internet. If AIS rejects your application (for example, because it is unable to provide a service to you or because you do not meet our credit criteria), AIS will refund any money you have paid at the time of making your application within 7 days, but only if you have returned any goods that you collected before AIS rejected your application.
3. Your agreement with AIS starts when AIS accepts an application you have submitted and does everything AIS may reasonably be expected to do to make the services available for your use. Usually, your recurring billing date and any Minimum Term, start on the day that a service is actually provisioned and ready for use.
4. You are a Contracted Customer if you and we agree to provide a service to you for a period of time (such as 6, 12, 18 or 24 months) described as Minimum Service Term or Contract Period and an early termination charge applies if we stop providing that service during this period because of something you do. For example, if you cancel a service, change service providers, or breach a contract in a way that allows us to terminate service. The termination charge is set out in Part B of this Agreement.
5. We will not charge you an early termination charge if:
 - 5.1 we are unable to provide services to you for reasons within our control; and
 - 5.2 you have not breached your agreement with us.
 - 5.3 We will also permit you to terminate your contract without paying an early termination charge if:
 - 5.3.1 we change the terms and conditions (including pricing) for a service in a way that causes detriment (other than a minor or insubstantial detriment) to you – we will give you at least 21 days notice of such a change;

- 5.3.2 the change is not excluded (see below for what changes are excluded from this clause);
 - 5.3.3 you inform us by phone or email within 42 days that, if the change applies to your contract, you wish to cancel your agreement; and
 - 5.3.4 within 7 days after you inform us under 5.3.3 above that you wish to cancel your contract because of a change we do not send you a notice stating that we will not apply the change to your contract.
- 5.4 You agree that the following changes are excluded from this clause:
- 5.4.1 where we increase call charges to international destination, international roaming charges, or charges for other international services; or
 - 5.4.2 We impose or increase a fee for an ancillary service (such as for a payment method) if alternatives are reasonably available to you at no additional or greater fee; or
 - 5.4.3 we impose a fee or charge because the fee or charge is a tax imposed by law.
6. Use of services
- These terms apply to services sold for domestic, private or household use. For this reason:
- 6.1 we do not promise that the services will be suitable for use in a business or commercial environment;
 - 6.2 to the extent permitted by law, we are not liable to you for losses you incur as a result of, or in the course of, your use of the services for business purposes; and
 - 6.3 you are not permitted to re-sell the services.
- You must comply with applicable state and federal laws when you purchase our services, including laws relating to censorship, intellectual property rights, criminal acts, on-line content, broadcasting and telecommunications.
7. How we communicate
- We prefer to communicate with our customers by email or through our web site. Unless you request printed invoices (for which we may charge a fee), we make invoices and other notices available through a password-protected secure account management page on our website at <http://www.acenet.com.au>. If you provided a contact email address when you apply for service or at a later time, or you purchase a service that includes a primary email address as part of that service, you agree that:
- 7.1 we may give you notices under this agreement by sending an email to that address;
 - 7.2 it is your responsibility to check your email regularly and make sure that your email facility is capable of receiving emails from us (you may contact AIS customer support on 1300 360 979 if you are having difficulties with an AIS email account); and
 - 7.3 the notice is deemed to have been delivered to you at the time that our email message leaves AIS's computer system.
8. We typically issue invoices on a monthly basis, except where services are paid more than one month in advance. An invoice may contain the following charges on it:
- 8.1 a fixed plan fee – this is the fee charged every month;
 - 8.2 a usage fee – this fee is based on your usage of the service, for example the number or type of calls made or the amount of data exchanged between your Internet connection and AIS's server;

- 8.3 a fee for equipment – this may be a one-off fee for all equipment we have supplied or we may permit you to repay some equipment in instalments (an additional fee usually applies in this case)
- 8.4 a connection or set-up fee – this fee is charged when you first apply for some services and may also apply when you change the details of a service (for example, to move to a different plan);
- 8.5 a reconnection fee – this may apply if we reconnect a service after suspending or cancelling that service;
- 8.6 an early termination charge – charged when you stop receiving a service before the end of a contracted period;
- 8.7 a payment failure fee – charged when a payment (such as a credit card or direct debit transaction) is declined by Your financial institution; and
- 8.8 a debt collection fee – charged when we have been unable to recover a payment for at least 14 days and we refer the matter to an external debt collection or legal firm.

9. Payment by credit card

We may debit your credit card at the time that we are reasonably able to ascertain the total charges payable and when we have created an invoice that is available to you through the AIS account management page. If the credit card transaction is declined, we may do one or more of the following:

- 9.1 impose a fee;
- 9.2 continue trying to debit your credit card on subsequent days;
- 9.3 impose restrictions, suspend, disconnect and terminate your service, provided we do this consistently with the ACIF Credit Management Code;
- 9.4 if a payment is outstanding for more than 14 days, refer the matter to an external debt collection or legal firm, and impose a fee for doing so.

10. Credit checks

You authorise us to conduct credit checks and searches and to use the information obtained as a result of these checks and searches to assess your creditworthiness, so long as in doing so we comply with the Privacy Act. When conducting a credit check, we may give to a Credit Reporting Agency the following information:

- 10.1 information reasonably necessary to identify You;
- 10.2 the fact that You have applied for credit and the amount;
- 10.3 the fact that We are a current credit provider to You;
- 10.4 payments which become overdue more than 60 days and for which collection action has commenced;
- 10.5 advice that payments are no longer overdue;
- 10.6 a cheque for at least \$100 drawn by you that has been dishonoured more than once;
- 10.7 that in our opinion, you have committed a serious credit infringement (within the meaning of the Privacy Act 1988);
- 10.8 that the credit provided to You by Us has been paid or otherwise discharged.

For the purpose of performing a credit check, we may give to or seek from any credit provider named in a credit report issued by a Credit Reporting Agency, information about your personal identity information and arrangements. This information may include any information about Your creditworthiness, credit standing, credit history or credit capacity that

credit providers are allowed to give or receive from each other (Section 18N 1b Privacy Act). You acknowledge that the information may be used for the following purposes:

- 10.9 to assess an application by you for credit;
- 10.10 to notify other credit providers of a default by you;
- 10.11 to exchange information with other credit providers as to the status of this credit where you are in default; and
- 10.12 to assess Your creditworthiness.

If we consider it relevant to assess your application for credit, you understand and acknowledge that we may:

- 10.13 obtain a report about your commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of persons;
- 10.14 obtain from a credit reporting agency a credit report containing personal information about you in relation to commercial credit provided by Us;
- 10.15 receive from a credit reporting agency a credit report containing personal information about you in relation to collecting overdue payments.

If, having conducted a creditworthiness assessment, we reasonably consider that you may not be able to pay any charges as and when they become due and payable, we may require you to provide a security bond or a pre-payment.

11. Termination

We may terminate the agreement if:

- 11.1 There is no Minimum Term, or the Minimum Term has expired, and we give at least 30 days' notice of termination of the agreement to you and refund any unexpired prepaid credits;
- 11.2 you breach the Agreement in a material way;
- 11.3 there is evidence to suggest fraud or other illegal conduct in relation to a service by you or anyone else using it;
- 11.4 you have died, become bankrupt, insolvent or subject to a similar insolvency event and we reasonably believe we are unlikely to receive or retain payments for charges;
- 11.5 we are required to do so in order to comply with legislative or regulatory requirements, a warrant or other court order or lawful direction of a competent authority;
- 11.6 termination is in accordance with the Credit Management Code, for your non-payment of invoices by the due date or any later date we agree;
- 11.7 you re-sell a Service;
- 11.8 reasons outside our reasonable control (including loss of wholesale access to the Service).

12. Changes to this document

We may change this document at any time if the change is not detrimental to you. Otherwise, we make changes by, at least 3 days before the change comes into effect, putting a notice on our website and also:

- 12.1 giving you notice of the change, including notice by email or by including it with or on an invoice.

13. Policy for Acceptable Use

You must comply with the AIS Policy for Acceptable Use (Acceptable Use Policy).

14. Policy for the Protection of Privacy

AIS provides the services in accordance with our Policy for the Protection of Privacy.

15. Customer Support

AIS generally provides a free customer help desk and trained support staff to assist you with your Internet service we provide you at a minimum of Business Days from 8:30am to 5:30pm. You can also log a fault 24 hours a day by the following methods:

- Email – support@acenet.com.au
- Fax – 1300 651 609
- Phone – 1300 360 979 with free message service for after hours logging of faults.

You acknowledge that we cannot provide free support on general software or hardware issues or services provided to you by others.

Part B – Rates and Charges

1. Charges that may apply to all services

The following charges may apply for any services covered by this document:

- 1.1 printed invoices: if you wish to receive paper invoices, and if we offer paper invoices in relation to specific services, a charge of \$5.50 per invoice applies;
- 1.2 payment by direct debit: If we offer the option of payment by direct debit from a bank account for a service, a fee of \$1.10 per month may apply;
- 1.3 payment by a credit card: If we offer the option of payment by a credit card, a charge to recover the cost of the merchant fee imposed by the Bank and credit card provider may apply;
- 1.4 direct debit declined: If we offer the option of payment by direct debit from a bank account for a service, and a direct debit transaction is not processed successfully (except where caused by our error or the error of our supplier), a charge of \$5.50 per declined transaction may apply;
- 1.5 debt collection: where a payment is overdue by more than 14 days and we refer the debt to our lawyers or to a debt collection agency, costs of collection will apply.

2. Charges for services

2.1 Charges for Ace dial-up services

Dial-up services charges are as specified in the Dial Plan Application form and schedules.

2.2 Charges for AceDSL broadband services

Broadband services charges are as specified in the AceDSL Broadband Plan Application form and schedules.

2.3 Charges for AirStream wireless broadband services

Broadband services charges are as specified in the AirStream Broadband Plan Application form and schedules.

2.4 Charges for AceHost hosting services

Hosting services charges are as specified in AceHost Application form and schedule.

2.5 Charges for AceTel voice services

Voice services charges are available upon request.

2.6 Charges for any other services we provide

Other services charges are as specified in the Application form and schedules.