



**Terms & Conditions**  
**Summary Version**

## CONCEPT NETWORKS TERMS AND CONDITIONS

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### IMPORTANT NOTE

These Concept Networks Terms and Conditions (CTC) are between you and Conceptual Internet Australia Pty Ltd (ABN 49 087 624 619) or any related Concept Entity which supplies the Service to you.

### IMPORTANT CUSTOMER INFORMATION: Your Rights and Obligations

This is a summary of our Concept Networks Terms and Conditions (CTC). Our CTC sets out the Terms and Conditions on which we supply telecommunications services to customers.

We are required by law to give a copy of this summary to all new customers and have up-to-date copies available for all customers. It is not possible to cover everything in our CTC and this summary is designed to give you information about what our CTC covers and its important terms.

A complete copy of our CTC is available from our website or on request. This summary does not override or alter anything in our CTC and is for information purposes only.

### Telecommunications Legislation

We are permitted under telecommunications legislation to set out in a 'standard form of agreement' the terms and conditions on which we provide our services to our customers. Our Terms and Conditions is our standard form of agreement. If we supply services to you, you must comply with our CTC unless we have agreed different terms with you.

### Changing our Terms and Conditions

We may change our CTC at any time, including prices and charges, and are not required to give you any prior notice unless a change is detrimental to you. In such cases, we will notify you at least 21 working days beforehand by email to your last advised email address.

Further, if we make any change which would cause detriment to you, you may cancel the Service without incurring any Break Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the change.

You acknowledge that you have consented to us sending you notices relating to our CTC or any variations to it by email to your email address.

### Services

We supply the following types of Services under our CTC: local telephone services, long distance telephone services (including calls to mobiles), broadband Internet access services, Dialup Internet access services and other related goods and equipment and ancillary services.

We may at any time vary our Services for technical, operational or commercial reasons. If doing so is likely to have a significant detrimental impact on your use of the Service, then we will give you 21 days prior notice of the intended variation and you may cancel the Service without incurring any Break Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the intended change.

### Applying for Our Services

You can apply for our Services online via our website, by telephone or by completing and faxing an application form to us.

Our acceptance of your application depends on whether the Service is available in your area, your eligibility for the Service (e.g. some services are only available in certain locations), you meeting our credit requirements and any particular terms applicable to the Service.

### **Connection of Our Services**

You must cooperate with us in connection and supplying Services to you safely and efficiently, including, if required, access to your premises. We aim to connect the Service within a reasonable timeframe.

### **Using our Services**

You are responsible for and must pay for all use of the Service, even unauthorized use.

You must ensure that no one interferes with the Service or makes it unsafe or uses the Service to break the law. If your use of the Service interferes (or threatens to interfere) with our network, you will need to follow our directions to allow us to rectify the situation.

We may, but are not obligated, to monitor your usage of the Service and communications sent over it to ensure that such usage is not excessive or unusual and otherwise to ensure that you are not misusing the Service.

You must ensure that you only use equipment which is approved by the Australian Communications Authority (ACA). You may be required to disconnect your equipment from the Service if it does not comply with the requirements and standards issued by the ACA or other relevant authorities.

### **Repair and Maintenance**

We aim to provide, but do not guarantee, continuous or fault free Services. We conduct scheduled maintenance on our network and try to do so outside normal working hours. However, we may be required to suspend supply of our Services during normal working hours in order to carry out emergency repairs on our network or on our supplier's network.

We provide a 24 hour 7 day-a-week fault reporting service. If you wish to report a fault, please call or email us.

If you ask us to come to your premises to repair a fault and it turns out to be caused by your equipment you may be charged a call out fee.

It is your responsibility to maintain and repair any equipment which you own. You are also responsible for any of our equipment on your premises and you must pay us for any loss or damage to our equipment.

### **Customer Service Guarantee (CSG)**

The Australian Communications Authority (ACA) has established certain minimum performance standards (**CSG Standard**) in relation to the connection and fault rectification of standard telephone services and the attending appointments by carriage service providers.

The CSG Standard aims to protect you against poor service and you may be entitled to compensation if we fail to comply with the CSG Standard.

For more information about the CSG Standard visit the ACA website at <http://www.aca.gov.au> or telephone us.

### **Charges**

Our charges for the Service are set out in our Pricing Schedule in Part C of our CTC. Our charges may include set-up charges, monthly/quarterly/annual service charges, usage-based charges, excess usage charges, reconnection charges, break fees (i.e. early cancellation charges), downgrade charges and charges for other services.

The amount of the Service charges will depend on the Service options and features selected by you. Charges may vary according to the pricing plan (if any) you choose. In respect of telephone

services, charges may also vary depending on the time of day (including peak and off-peak periods); the origin and destination of the call, the volume of calls made during a period, whether the call is a voice call or a data call and any discounts that might apply. In respect of internet access services, charges may also vary depending on the included data volume and service speed that you have chosen.

We may also make special offers and, if validly accepted by you, the price and terms of the special offer will prevail over those otherwise applicable under our CTC for the duration of the special offer.

We may vary the charges payable for the Service at any time. However, if the intended variation is likely to have a detrimental impact on you, we must give you at least 21 days prior notice and you may cancel the Service without incurring any Break Fee/cancellation charge by giving notice to us within 42 days after the date we notify you of the intended variation.

For further details about our charges, please see our Pricing Schedule in Part C of our CTC or contact us by phone or email.

### **Billing and Payment**

We will bill you at regular intervals in accordance with the billing period applicable to the Service option (and any pricing plan) chosen by you and specified in our Pricing Schedule. Some Service options and pricing plans allow you to choose the frequency of your bills - please see our Pricing Schedule or contact us to discuss.

We may send you an interim bill at any time and may include charges relating to a previous billing period in a later bill.

Bills are usually electronically mailed to the email address provided by you on your Application. Printed paper bills in summary format are also available on request but may incur a fee as specified in our Pricing Schedule.

Your bill will show the various ways that you are able to make payment. Some Services can only be paid by direct debit from your credit card or nominated bank account. We may charge you a fee if your cheque is dishonoured or your direct debit payment is declined.

If you do not pay a bill by its due date, we can charge you interest on the overdue amount, or a fee or both. Further, if you do not pay by the due date and do not make payment within 7 days after we give you notice requiring payment we can suspend, restrict or cancel the Service until you pay (in such case you may have to pay a reconnection fee).

If a bill remains unpaid we may refer it to a debt collection agency to recover payment and you must pay us our reasonable costs and expenses in doing so.

### **Cancelling or Suspending Services**

Some of our Services may have a minimum Contract Term for which you must use the Services and if you cancel the Service before the end of that Contract Term you may be charged a Break Fee for early cancellation.

You may cancel the Service at any time by notifying us. If you cancel a service before we have provided it to you, we may charge you any costs incurred by us in preparing to provide it to you.

We may suspend or cancel a Service in a number of circumstances, including, if we determine before we have provided the Service to you, that it is not viable to supply it to you, you breach our CTC, you fail to pay your bill on time or we otherwise reasonably believe you are a credit risk, there is excessive use of the Service, we reasonably suspect fraud or other illegal conduct in connection with the Service, it is necessary to restore or maintain our network, there is an

emergency, the law allows or requires us to, the Australian Competition and Consumer Commission issues a competition notice, you leave your premises, or you become bankrupt or insolvent.

If a Service is cancelled or suspended you still have to pay all charges incurred before cancellation or suspension.

Depending on the reason for suspension, you may still be required to pay all charges (other than usage based charges) arising during the suspension.

If we reconnect a Service that has been cancelled or suspended, you may be required to pay a reconnection charge.

### **Our Liability to You**

We accept liability for our negligence in relation to supplying services if it causes personal injury or death, or if it causes damage to your property by repairing or replacing the property or paying you the cost of doing so.

We accept liability to you for interruptions to our Services by repairing or replacing relevant goods or re-supplying relevant or equivalent services capable of being re-supplied or paying you the cost of doing so.

We accept liability to you in accordance with the Trade Practices Act, the Customer Service Guarantee and other laws.

Otherwise we are not liable to you for any loss or damage in connection with our CTC or our Services (e.g. lost profits or business or any other consequential losses).

### **Your Liability to Us**

You indemnify us against (and must pay us for) any loss, damage, or costs (including legal costs) relating to the use of the Service or equipment used in connection with the Service, and any claim an owner makes against us relating to our entering your premises.

### **Transferring the Service**

You can transfer legal responsibility for the Service if you obtain our written consent first.

### **Telephone Numbers**

The Telecommunications Number Plan sets out rules for issuing, transferring and changing telephone numbers. You are entitled to use any telephone number or other identifiers (e.g. IP address and domain names) issued to you, except where we are permitted to recover the number from you and subject to your compliance with these rules and the requirements of relevant authorities which administers these identifiers. We are not liable to you for any required changes to any telephone number, IP address or domain name. On cancellation of the Service, your right to use any such number, address or name may cease.

### **Your Personal Information**

The Privacy Act 1988 (Cth) and telecommunications legislation imposes strict obligations on us to respect your privacy and the confidentiality of your personal information.

You acknowledge that we may:

- collect and disclose your personal information to a credit reporting agency or credit provider, including your name, current and previous addresses, date of birth, employer, driver's licence number, service number, and your personal and commercial credit information or credit rating;
- use your personal information to consider your application for personal and commercial

credit, the Service or other Concept Related Entity services. We may also use this information for purposes related to the supply of the Service and to provide you with information about promotions, as well as the products and services of Concept Related Entities. You can opt out of receiving marketing information by contacting us;

- and disclose your personal information for the above purposes to or from credit reporting agencies or credit providers, an Concept Related Entity, our employees, agents, contractors and suppliers, and other telecommunication and information service providers

We may be required or permitted by law to collect, use or disclose your personal information, including, to government and regulatory authorities, (e.g. the operator of the Integrated Public Number Database) or to law enforcement agencies. You may access your personal information and seek to make any updates by contacting us.

If you choose not to provide personal information we request of you, we may not be able to provide you with the Services you have requested, or we may refuse to provide, or limit the provision of, any Service or personal or commercial credit requested by you.

### **Complaints**

We aim to resolve all problems and complaints quickly and effectively. If you have any concerns please contact us. If you are not satisfied with the initial outcome of your complaint, it will be passed to a supervisor or manager who will then review your complaint and the manner in which it was handled. We have formal procedures in place for doing this.

The Telecommunications Industry Ombudsman (TIO) can also resolve disputes between telecommunication companies and their customers. The TIO is an independent body that provides a free service. TIO describes itself as an office of last resort and only takes up a complaint if the customer has first tried to resolve it with the relevant company. The Office of Fair Trading (or similar) in your State or Territory may also investigate consumer complaints.

### **Other Information for Particular Services:**

#### **Phone Pre-select Service**

This Service allows you to make long distance calls (including calls to mobiles) within Australia and overseas.

The Service is only available to customers who pre-select (or designate) their access line to us.

The Service is not available to customers whose local telephone service is provided via the Optus cable network or the Orange PSTN.

#### **Full Phone Service**

This Service provides you with a telephone service directly connected to the Telstra Public Switched Telephone Network (PSTN). The Service allows you to make and receive local and long distance calls and includes the provision of a standard telephone number, a directory listing, directory assistance and operator services. The Service does not include any products or services listed on the Incompatible Product List (see our website for more information).

The Service is a Telstra service resold by us. The Service is only available if your premises are, or able to be, physically connected to the Telstra PSTN and you remain pre-selected to us for your long distance services.

We may change your Service back to us or cancel your Service immediately if you cease to be pre-selected to us for your long distance services.

All other relevant terms and conditions in Telstra's Standard Agreement relation to the Service, which are not included in our CTC, will be deemed to be incorporated into our CTC.

### **ADSL Services**

This Service provides access to the internet and related services such as email and the world wide web by means of ADSL technology.

The Service is only available in premises which are ADSL enable and can only be supplied using a telephone line that is able to be connected to Telstra's local telephone service or another service provider's Telstra local resale service.

You must be the legal lessee of the phone line to connect the Service, and be at least 18 years of age to apply for the Service. You must not resell, share or distribute the Service to any third party. You must ensure that you comply with any rules imposed by any third party whose content or services you access using the Service or whose network your data traverses. You must not run network services or provide network services to others using the Service.

In order to receive the Service you must meet all of our System Requirements specified on our website and install or arrange for the installation of all Required Equipment (including any we supply to you).

You acknowledge that some telecommunications services are not compatible with the Service. These services, if operating before activation, must be discontinued before the Service can be ordered (for more info on incompatible services see our website. Following installation of the Service, these services will no longer be available.

We do not guarantee that your connection to the Internet will achieve the specified theoretical maximum connection speed at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on connection speed.

We will provide you with any Required Equipment you order from us. All risk and title passes to you on delivery. We may also provide modem software to you if you purchase an ADSL modem from us. The Warranty Periods specified in our Pricing Schedule apply to any Required Equipment we supply to you. You acknowledge that you are responsible for the operation of, and any repairs to or support for, equipment or software you supply yourself.

We provide customer support for connecting the Service to a single computer that meets the current System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

You acknowledge that we may activate the Service on your telephone line before delivering the Installation Kit to you and that there may be a minor disruption to your standard telephone service during activation. You will install the Service at your premises and will be responsible for the cost of any third party services required in connection with the installation.

You acknowledge that, in order to receive the Service, a filter is required on each telephony device attached to your telephone line and a central splitter must also be installed, at your cost, if you have a monitoring service, more than three telephone devices or other hard wired telephony device fitted on your telephone line. Failure to correctly install appropriate and approved filters on each telephony device (or to install a central splitter) can result in interference and/or interruptions affecting the Service, your telephony devices or both.

If your ADSL Pricing Plan provides a Monthly Usage Allowance, that represents the maximum Usage that can be used at High Speed during a billing month. If your Usage exceeds the Monthly Usage Allowance for any given billing month, then your access to the Service will be Shaped (i.e.

the download speed from the Internet will be slowed to the speed specified in the Pricing Schedule). We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.

You acknowledge that the Service will be disconnected from your phone line if you relocate your phone line to a new address, changes are made to your phone line details or your phone line is cancelled. Unless we are your nominated service provider, any cancellation of your phone line is a matter between yourself and your nominated service provider and you are responsible for having your phone line reconnected at your own cost. You must continue to pay for all charges for the Service even though the Service is unavailable due to the disconnection of your phone line (except where such disconnection is a result of our fault or negligence). If you fail to reconnect your phone line, you may be liable to pay a Break Fee. If you request us to reinstall the Service on your phone line you must pay us a reconnection fee.

If you plan to move premises you must give us reasonable notice of your new address before you move. If the Service is available at your new address and you connect the Service at this new address, we will charge you a relocation fee (see the Pricing Schedule); we will not charge you the Break Fee applicable to the cancellation of the Service before the end of the Contract Term if you relocated the Service to your new address and you must start a new Contract Term for your Service even if you had not completed your Contract Term for this Service at your previous premises.

### **Dialup Services**

The Service provides access to the Internet and related services, such as email and the world wide web, via a National Dial Network connection accessed by dialing 0198 331 226.

You must be the legal lessee of the phone line to be used to connect the Service, and be 18 years of age or over, to apply for the Service. You must ensure that you comply with any rules imposed by any third party whose content or services you access using the Service or whose network your data traverses. You must not run network services or provide network services to others using the Service.

You acknowledge that the data transmission speed achievable on Dialup can vary as factors such as modem configuration, your Internet connection and the technology used have an effect on the data transmission speed.

In order to receive the Service you must ensure that your computer meets our System Requirements (specified in the dialup Service Description in Part B(iii) of our CTC) and install or arrange for the installation of an approved Dialup modem.

You may order a Dialup modem from us. All risk and title to the Dialup modem passes to you on delivery. We may also provide the Web Accelerator Software to you for use with the Service. The Warranty Periods specified in our Pricing Schedule apply to any Dialup modem or other equipment we supply to you.

You acknowledge that you are responsible for the operation of, and any repairs to or support for, any Dialup modem, or other equipment or software you supply yourself.

We provide customer support for connecting the Service to a single computer that meets the current System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.

Some dialup pricing plans have a monthly usage allowance. If you exceed the Monthly Usage Allowance we may, in addition to billing you for excess usage charges, disconnect the Service to maintain the integrity of our Dialup Network.