

Terms & Conditions of Service

1.0 Introduction

- 1.1 This document sets out the terms and conditions under which Coast Internet Access agree to provide services to you. This document, in conjunction with our Acceptable Use Policy, forms a Standard Form of Agreement for the purposes of s.479 of the Telecommunications Act 1997.
- 1.2 This document does not contain details of specific services we have agreed to provide to you. These details were agreed with you when you purchased the service and may be indicated in the application forms or other documentation.
- 1.3 If anything in this document is inconsistent with something specifically agreed with you, then the particular arrangement agreed with you applies instead of the inconsistent part of this document to the extent of the inconsistency only.
- 1.4 We may vary the agreement made with you including the charges, at any time in accordance with the requirements of the Act.

2.0 Definitions

- 2.1 The use of "we", "our" or "us" refers to Coast Internet Access, its successors or assigns.
- 2.2 The use of "you", "your" or "yourself" refers to the entity who has purchased the service from us.
- 2.3 "Acceptable Use Policy" means the policy published on our website (www.netaccess.com.au).
- 2.4 "Customer Service Guarantee" means any applicable performance standard of that name made pursuant to the Telecommunications (Consumer Protection and Service Standards) Act 1999.
- 2.5 "notice" means any written notice that we send to you at the physical address, postal address, email address or fax or telephone number in our records.
- 2.6 "the service", "service", and "services" means any of the services that we provide to you under this agreement, including any advice that we may give you.
- 2.7 "third party" means any entity we engage to assist with the provision of the services.
- 2.8 "this agreement" means the agreement made between us consisting of these terms and conditions, the Acceptable Use Policy and everything else agreed between us when you ordered the services (as amended from time to time).

3.0 Provision of the Service

- 3.1 Your use of the service is subject to this agreement. We may update the Acceptable Use Policy from time to time.
- 3.2 You certify that you are over 18 years of age. You agree to provide proof of age if we request it.
- 3.3 We will remedy faults in the equipment or the services in a timely manner and, if applicable to you, in accordance with any obligations to you under the Customer Service Guarantee.
- 3.4 We do not warrant that the service will be provided on an uninterrupted or fault-free basis.
- 3.5 We will not provide the service until you have met our requirements which may include for example pre-service testing and the provision of an appropriate power supply.

4.0 Charges and Payments

- 4.1 You must pay any charges on your account in full and without any set-off or deduction by the date shown on the invoice.
- 4.2 You are responsible for all charges incurred through use of the service, including any telecommunications costs and call charges, even if it was not you that used the service.
- 4.3 If you continue to use the service after the expiry date, we may charge you for an additional period of service of the same duration as the period of service for which you previously paid.
- 4.4 Unless indicated otherwise, unused time or data are not cumulative and are not carried forward to the next billing period.
- 4.5 If you supply your credit card details to us, we may debit that account for all charges under this agreement until you notify us otherwise in writing.
- 4.6 If you do not pay any amount due to us under this agreement by the due date, we may:
 - terminate, restrict or suspend the service and all other services in your name;
 - use an external agency to recover the debt;
 - charge you a late payment fee;
 - add our collection costs to the amount that you owe us.
- 4.7 We may report any payment default to a credit reporting agency.
- 4.8 If we terminate, restrict or suspend the service for any reason, we reserve the right not to reinstate the service until all outstanding amounts on all of your accounts are paid.
- 4.9 We may suspend the service without notice if we reasonably believe that your use of the service may be a credit risk to us.
- 4.10 If another supplier charges us in connection with the service, we may pass those charges on to you.
- 4.11 We will use our best endeavours to bill you promptly. However due to circumstances outside our control it is not always possible for us to include all charges for a billing period on the bill for that period. Some charges may appear on a later bill. In some cases we may bill you for earlier charges after the service has been terminated.
- 4.12 In order to provide some services to you, we enter into arrangements with third parties and may be charged by them. If the third parties charge us more than we charge you for the service, we can charge you the difference in addition to our charge if we think your use of the services are excessive or unusual.
- 4.13 We are not obliged to notify you of any excessive or unusual use of the service.
- 4.14 We may set off any amount payable to you against any amount payable by you to us.
- 4.15 If any payment, including an automatic payment, is dishonoured by you, we may charge a dishonour fee. This is in addition to any collection costs applicable under clause 4.6.
- 4.16 If the service is restricted or suspended, charges will continue to accrue at the same rate that would have been applicable had the service not been restricted or suspended.

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5.0 Termination

- 5.1 You may cancel the service at any time by giving us at least 30 days notice in writing.
- 5.2 You must pay the full balance of the account within 7 days of receiving the final invoice, which may include charges incurred or billed after the date of your cancellation notice and other termination and cancellation charges. We will not pay you a refund for any unused portion of the service.
- 5.3 If you cancel the service before the end of an agreed fixed term, an early termination fee will apply. Unless the product description indicates otherwise, that fee will be the numbers of months remaining in the agreed fixed term multiplied by the monthly access fee.
- 5.4 If we reasonably believe that you may have breached this agreement, we may terminate, restrict or suspend the service without notice at our discretion. If we do this, we will not pay you a refund for any unused portion of the service.
- 5.5 We may terminate the service at any time without notice if the service depends on a third party service, and the third party withdraws that service from us. If we do this, we will give you a pro-rata refund for any access fees that you have paid in advance.
- 5.6 We may terminate the service at any other time, by giving you 30 days notice in writing. If we do this, we will give you a pro-rata refund for any access fees that you have paid in advance.

6.0 General

- 6.1 We may change this agreement at any time without notice. Where we believe a change is likely to be to your detriment we will give you 30 days notice. Revisions will be advised via email and/or via our website (www.netaccess.com.au) and will apply immediately after its publication. It is your responsibility to check for changes from time to time on our website.
- 6.2 You must not transfer your rights or obligations under this agreement to anyone else.
- 6.3 You must not resell or redistribute the service to anyone else.
- 6.4 We may transfer our rights and obligations under this agreement at any time without notice.
- 6.5 You must, at your expense, obtain and maintain all equipment, software, services and other items that you need to use the service.
- 6.6 We will determine the route and technical means by which we provide the service. You authorise us to act as your agent if we decide to alter how we provide the service and we require that authorisation.
- 6.7 It is your responsibility to assess whether the service suits your ongoing requirements. We may inform you of new products and services that may suit your requirements, but we are not obliged to do so.
- 6.8 We may change any component of the price of the service by giving you 30 days notice.

7.0 Liability and Indemnity

- 7.1 You indemnify us, and will keep us fully indemnified, from and against any losses, damages, costs or expenses (including legal costs assessed on a solicitor client basis) which we may suffer or incur arising out of or in connection with an action brought by any entity against us which relates to your use of the service.
- 7.2 We will not be responsible for any loss or damage to you or your business which may result from any interruptions, delays, faults or errors in the supply of the service.
- 7.3 All terms, conditions or warranties which may be implied into this agreement, statutory or otherwise, relating to the provision by us of the service are excluded to the fullest extent permitted by law.
- 7.4 Our liability for breach of any term, condition or warranty or under any remedy implied by law (which cannot be excluded) will be:
 - limited (if permitted by law) at our option to the repair or resupply of equipment or services or the payment of the cost of having the equipment or services resupplied; and
 - reduced to the extent that such liability is caused by your negligent acts or omissions, or a breach by you of the terms of this agreement.
- 7.5 The aggregate of our liability to you for all direct, indirect and consequential losses, damages, costs, expenses, actions and claims arising out of or otherwise in connection with this agreement, whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise, is limited to the total fees paid by you under this agreement in respect of the relevant services in the 12 months preceding the relevant cause of action accruing (or, if there is more than one, the last cause of action accruing).
- 7.6 We do not have any liability to you or any other person for:
 - the acts or omission of any other entity; including any third party;
 - faults or defects in services which are caused by your own conduct or misuse;
 - faults or defects that arise in telecommunications services provided to you other than under this agreement (even if they are connected with our consent to services that we have arranged);
 - any loss of revenue, profits or anticipated savings, loss of data, loss of bargain, other economic loss of any kind, damage to reputation or for any form of indirect or consequential loss, or special or penalty damages, whether in respect of negligence or other tort, breach of contract, equity or otherwise, arising out of or in connection with the provision of the service or this agreement;
 - faults or defects in the service that arise due to equipment or cabling owned or leased by you, or otherwise in your control;
 - faults or defects in the service that arise due to failure by you or any other entity to appropriately maintain any equipment relevant to the supply of the service.
- 7.7 We do not guarantee local call charge Internet Access from all locations. Although we may provide general advice in good faith, you are solely responsible for verifying Internet call costs with your telephone service provider.
- 7.8 You are responsible for all use of the service, even if it was not you that used the service.
- 7.9 If you transfer to use from another service provider, it is your responsibility to find out what costs or penalties you will have to pay to that provider arising from the transfer. You must pay those costs and penalties.
- 7.10 We are not liable for any losses resulting from an act of god, national or local emergency, acts of government, acts of war or civil disorder, military operation, industrial disputes, fire, flood, lightning strike, weather damage, subsidence or earthquake, acts of terrorism or other events which are beyond our reasonable control.

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8.0 Privacy

- 8.1 You authorise us to obtain, use, disclose and exchange personal information and credit information with other telecommunications companies and subcontractors, credit agencies, credit reporting agencies and other credit providers for the following purposes (or purposes relating to these purposes):
- conducting credit checks, obtaining credit reports and maintaining your credit records;
 - entering into this Agreement and establishing and managing your account;
 - developing, researching and promoting our products and services and the products and services of other entities;
 - reporting or gaining information on overdue payments, serious credit infringements and dishonoured payments;
 - managing your relationship with us and marketing our products and services and the products and services of other entities to you;
 - submitting your details to the Integrated Public Number Database;
 - as required or permitted under law, including the Privacy Act 1988 (Cth).
- 8.2 You acknowledge and agree that we do not guarantee the security of information conveyed over our network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over our network. We may transfer our rights and obligations under this agreement by giving you 30 days notice.
- 8.3 You authorise us and our sub-contractors to contact you by electronic mail regarding anything to do with this agreement, the services or any other services we may wish to offer you.

9.0 Third Parties

- 9.1 We may engage third parties to provide any part of the services. All our rights and benefits under this agreement (including indemnities) are also for the benefit of third parties and may be exercised by them. Nothing in this agreement entitles you to make any claim against a third party. The words "we", "us" and "our" may be interpreted to include a third party in support of the intent of this clause.

10.0 General

- 10.1 This agreement is the entire agreement between you and us. It replaces any previous agreement.
- 10.2 Unless we agree otherwise in writing, this agreement will be interpreted under the laws of Queensland. You agree to submit to the jurisdiction of the Courts of Queensland.

11.0 Survival

- 11.1 Clauses 4 to 5, 6.2, 6.4, 7 to 11, and all interpretative clauses survive termination of this agreement.