

# Internet & Data

## Terms and Conditions

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### 1. Definitions and interpretation

#### 1.1 Definitions

In these terms and conditions the following words have the meaning set out below unless the contrary intention clearly appears:

**Acceptable Use Policy** means ALL IT's acceptable / fair use policy (as modified from time to time) which may be found on <http://www.allit.services/fairusepolicy>

**Accrued Charges** means all charges and fees (including usage charges and access fees) incurred by the Customer to the date on which the Customer notifies ALL IT of the cancellation of a Service and any outstanding amounts that to cover installation costs or Equipment Charges where ALL IT owned equipment can be used by the Customer in connection with services provided by any third party.

**Agreement** means the agreement between ALL IT and the Customer for provision of the Service which agreement is comprised in the Application and these terms and conditions.

**Business Application** means the Customer's application to ALL IT for provision of the Service which sets out the Minimum Term, Service Description, pricing plan and details of any charge such as Equipment Charge, any fees such as access fees, administration fees, suspension fees, cancellation fees, late payment fees, payment dishonour fees, reconnection fees or reactivation fees payable by the Customer and any refund or rebate to which a Customer may be entitled.

**Business Customer** means any Customer who is a business or non-profit organisation (including a body corporate, sole trader or partnership) that acquires and uses the Service for business purposes other than resale.

**Business End User** means any person:

- a. to whom a Business Customer asks ALL IT to supply the Service directly;
- b. to whom a Business Customer (with ALL IT's prior permission) re-supplies the Service or allows to distribute the Service;
- c. who a Business Customer allows to use the Service; or
- d. to whom a Business Customer supplies any goods or services which use or rely on the Service.

**Business Grade Service** means a service that does carry a service level agreement, and/or that does have a guarantee of uptime (ALL IT imply and express no warranties as to its suitability or availability for any purpose).

**Cancellation Date** means:

- a. the date thirty (30) days after the Customer notifies ALL IT that the Customer wishes to cancel the Service, unless ALL IT agrees otherwise;
- b. the date at least thirty (30) days after ALL IT notifies the Customer that ALL IT will be cancelling the Service; or
- c. as otherwise set out in the Agreement.

**Churn** means to change from having a service supplied by one carrier or carriage service provider to having the service supplied by another carrier or carriage service provider in the context of ADSL1 for which the losing service provider or carrier and gaining service provider or carrier are participants of the Rapid Transfer Facility. In the context of Long Distance pre-selection for which the losing service provider or carrier and gaining service provider or carrier are participants.

**Competition and Consumer Act** means Competition and Consumer Act (2010).

**Consumer Application** means the Customer's application to ALL IT for provision of the Service which sets out the Minimum Term, Service Description, Pricing Plan and details of any charge such as Equipment Charge, any fees such as access fees, administration fees, suspension fees, cancellation fees, late payment fees, payment dishonour fees, reconnection fees or reactivation fees payable by the Customer and any refund or rebate to which a Customer may be entitled.

**Consumer Customer** means any Customer who is a person who acquires and uses the Service for personal, domestic or household use only and who complete an application for a Residential Grade Service.

**Customer** means the person who submits an Application to ALL IT and who acquires and uses the Service from ALL IT.

**Equipment Charge** means any payment to ALL IT for use of equipment.

**ALL IT** means ALL IT Pty Ltd ABN 90 146 108 321

**ALL IT Group Company** means ALL IT and each of its related corporations.

**Fixed-Term Agreement** means an Agreement (other than a month-to-month Agreement) that has a Minimum Term.

**Industry Participant** means the Communications Alliance Limited, and the Telecommunications Industry Ombudsman.

**Insolvency Event** means:

- a. bankruptcy proceedings are commenced against the Customer, or the Customer is declared bankrupt;
- b. any step that is taken to enter into any scheme of arrangement between the Customer and the Customer's creditors;
- c. any step that is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Customer's assets or business;
- d. any step that is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the Customer or to the whole or any part of the Customer's assets or business;
- e. the Customer suspends payment of the Customer's debts generally; or
- f. the Customer is, or becomes, unable to pay the Customer's debts when they are due, or the Customer is, or is presumed to be, insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).

**Intellectual Property Rights** means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).

**Intervening Event** is an event outside a party's reasonable control which interferes with the operation of the network ALL IT uses to supply the Service and results in ongoing disruption to the Service. Such an event includes failure of any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any regulator, any supplier or any of their personnel).

**Minimum Term** means the period of time for which the Customer has agreed to receive the Service under a Fixed-Term Agreement. The Minimum Term begins on the Service Start Date and runs for the period of time stated on the Application, unless otherwise set out in the Agreement.

**Loss** means any loss, cost, liability or damage, including reasonable legal costs.

**Network** means any interconnected telecommunications equipment, facilities, or cabling.

**Party** means a party to the Agreement.

**Personal Information** means information about the Customer from which the Customer's identity is apparent or can reasonably be ascertained. Personal information includes the Customer's name, address and other details (including, for example, numbers called, time of call and location of call) and the Customer's personal or commercial credit rating.

**Personnel** of a person means that person's employees, agents, contractors or other representatives and, in the case of ALL IT, includes the employees, agents, contractors or other

representatives of any ALL IT Group Company.

**Premises** means locations:

- a. at which ALL IT supply the Service, and/or
- b. to which ALL IT needs to have access to supply the Service.

**Pricing Plan** means the terms and conditions and prices of the plan for the Service the Customer has selected in the Application.

**Regulator** means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, or any other relevant government or statutory body or authority.

**Residential Grade Service** means a service that does not carry a service level agreement, or a guarantee of uptime. (ALL IT imply and express no warranties as to its suitability or availability for any purpose. ALL IT doesn't recommend residential grade services for business needs, or mission critical purposes.)

**Related Corporation** of a company means another company that is related to that entity in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

**Router.** Device installed by Technicians on the day of activation for broadband access

**Service** means the service, with the features requested in the Application as described in the Service Description, and any related goods (including equipment) and ancillary services provided or to be provided by ALL IT to the Customer in connection with that service.

**Service Description** means the part of the Application which describes the Service provided or to be provided by ALL IT to the Customer.

**Service Start Date** for the Service means the date on which ALL IT starts supplying that Service to the Customer as will be notified by ALL IT to the Customer after acceptance of an Application or agreement.

**Special Offer** means a special promotion or offer made by ALL IT in connection with the Service, including in relation to a particular pricing plan.

**Supplier** means any supplier of goods or services (including interconnection services) which are used directly or indirectly by ALL IT to supply the Service to the Customer.

**Tax** means any value-added or goods and services tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any taxes on income or capital gains.

**Telecommunications Legislation** means the Telecommunications Act 1997 (Cth), the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and Part XIB, Part XIC and related provision of the Competition and Consumer Act.

**Unusually High Use** means high usage of the Service on a short term basis that is not consistent with a Customer's normal pattern of use, or a sustained high usage which exceeds the general average usage of customers on a similar pricing plan or who have accepted a similar Special Offer.

## 1.2 Interpretation

- a. The following words have the same meaning in the Agreement as they have in the Telecommunications Legislation:
  - i. Carriage service;
  - ii. Carriage service provider;
  - iii. Carrier; and
  - iv. Content service.

- b. A term which is defined in any part of the Agreement has the same meaning in every other part of the Agreement.
  - c. The singular includes the plural and vice versa.
  - d. Different grammatical forms of the same word(s) have the same meaning.
  - e. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
  - f. A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.
- c. If the variation relates to the characteristics of the Service (including price) and the Customer does not agree that the change is likely to benefit the Customer or have only a neutral or minor detrimental effect on the Customer, the Customer may (if the change is not of a type described in clause 3.3), cancel the Service without incurring fees or charges other than Accrued Charges.

33 ALL IT may vary a Fixed-Term Agreement even if the variation affects the Customer so long as it complies with the provisions of the Telecommunications Legislation, if the change is:

- a. required by law;
- b. in relation to a fee or charge to account for a tax imposed by law;
- c. in relation to a fee or charge for a service ancillary to the supply of the Service provided that if the change affects the Customer, ALL IT offers the Customer:
  - i. a right to cancel the Service without incurring fees or charges other than Accrued Charges;
- d. as a result of another carrier or service provider varying the agreement ALL IT has with it in relation to a carriage service and as a result ALL IT needs to make changes to the Agreement, provided that if the change affects the Customer, ALL IT gives the Customer:
  - i. notice in writing of the change; and
  - ii. forty-two (42) days from the date of the notice in which the Customer may cancel the Service without incurring fees or charges other than Accrued Charges.

34 Unless expressly allowed in the Agreement, the Customer may not make any changes to the Agreement without ALL IT's prior consent.

35 The Customer must ensure that any person the Customer allows to use the Service complies with the Agreement as if they were the Customer.

36 ALL IT may give the Customer notice in writing of a changes to the Agreement by:

- a. delivering notice of the change to the Customer by mail; or
- b. sending the notice to the Customer's email address (if the Customer has agreed to communication by email); or
- c. by including a message or insert in an invoice sent to the Customer; or

## 2. Terms

- 2.1 The Agreement commences when ALL IT accepts the Application.
- 2.2 ALL IT will commence providing Service to the Customer under the Agreement from the Service Start Date.
- 2.3 If the Agreement is not a Fixed-Term Agreement, ALL IT will provide the Service to the Customer in accordance with the Agreement until the Service is cancelled in accordance with the Agreement.
- 2.4 If the Agreement is a Fixed-Term Agreement, ALL IT will provide the Service to the Customer in accordance with the Agreement for the minimum term or until the Service is cancelled in accordance with the Agreement, as the case may be. If neither party cancels the Service at the end of the minimum term ALL IT will continue to supply the Service to the Customer on a month-to-month basis in accordance with the Agreement until the Service is cancelled in accordance with the Agreement.

## 3. Variation to Agreement

- 3.1 ALL IT may vary any part of the Agreement:
  - a. with the Customer's consent; or
  - b. without the Customer's consent provided ALL IT complies with the Telecommunications Legislation.
- 3.2 If ALL IT varies a Fixed-Term Agreement under clause 3.1:
  - a. ALL IT must if the variation affects the Customer and it is not a change of a type listed in clause 3.3:
    - i. Comply with the provisions of the Telecommunications Legislation;
    - ii. Giving the Customer twenty-one (21) days' notice in writing of the change before the change occurs; and
    - iii. Offer the Customer the right to cancel the Service (within forty-two (42) days from the date of the notice) without incurring fees or charges other than Accrued Charges.
  - b. ALL IT must if the variation affects the Customer and is a change of the type listed in clause 3.3, comply with any additional notice provisions in clause 3.3; and

- d. (in the case of a pre-paid Service) by posting the information on ALL IT's website or in ALL IT's outlets and informing the Customer through a recorded message, text message or in writing) of how to obtain the information.

#### 4. Application for the supply of the Service

ALL IT may refuse the Customer's Application / request/ agreement for services at its sole discretion.

#### 5. Privacy

5.1 ALL IT may collect, use and disclose personal information about the Customer to decide whether to start, stop or limit supply to the Customer of personal credit, the Service or the products and services of other ALL IT Group Companies.

5.2 ALL IT may collect, use and disclose personal information about the Customer for purposes related to the supply of the Service (or for purposes which would be reasonably expected) including invoicing and account management, business planning and product development, and to provide the Customer with information about promotions, as well as the products and services of ALL IT Group Companies and other organisations.

5.3 ALL IT may collect, use and disclose personal information about the Customer for the purposes in clauses 5.1 and 5.2 above to or from:

- a. a credit reporting agency or credit provider;
- b. another ALL IT Group Company;
- c. third parties who are not related to ALL IT, including ALL IT's agents, contractors, and debt recovery or mercantile agents;
- d. suppliers who need access to the Customer's personal information to provide ALL IT with services to allow supply of the Service; and
- e. joint venture partners of ALL IT Group Companies

5.4 ALL IT may be permitted or required by applicable laws to collect, use or disclose personal information about the Customer, including to:

- a. the operator of the Integrated Public Number Database, which is an industry wide database of all listed and unlisted public numbers in Australia;
- b. emergency services organisations; and
- c. to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.

5.5 Where ALL IT will be or will under the Privacy Act 1988 (Cth) be considered to be a credit provider to the Customer in relation to the Agreement, the following provisions will apply:

- a. ALL IT may give information about the Customer to a credit reporting agency for the following purposes:
  - i. to obtain a consumer credit report about the Customer; and/or
  - ii. to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.
- b. Such information is limited to:
  - i. identity particulars such as the Customer's name,

sex, address (and the previous two addresses), date of birth, name of employer and driver's licence number;

- ii. the Customer's application for credit or commercial credit and the fact that the Customer has applied for credit and the amount;
- iii. the fact that ALL IT is a current credit provider to the Customer;
- iv. loan repayments which are overdue by more than sixty (60) days and for which debt collection action has started;
- v. advice that the Customer's loan repayments are no longer overdue in respect of any default that has been listed;
- vi. information that, in the opinion of ALL IT, the Customer has committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with the Customer's credit obligations); and

c. The Customer agrees that:

- i. ALL IT may obtain information about the Customer from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing the Customer's application for consumer credit;
- ii. ALL IT may obtain a consumer credit report containing information about the Customer from a credit reporting agency for the purpose of assessing the Customer's application for commercial credit;
- iii. ALL IT may exchange information about the Customer with those credit providers named in a consumer credit report issued by a credit reporting agency for the following purposes:
  - a. to assess an application by the Customer for credit;
  - b. to notify other credit providers of a default by the Customer;
  - c. to exchange information with other credit providers as to the status of the loan where the Customer is in default with other credit providers; and/or
  - d. to assess the Customer's credit worthiness; and
- iv. Such the information exchanged may include anything about the Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth).

5.6 If the Customer wishes to only receive communications that are account-related or legally required, the Customer may request not to receive other communications by submitting a written request to ALL IT.

5.7 If the Customer is an individual, the Customer is entitled to:

- a. gain access to the Customer's personal information held by ALL IT, unless ALL IT is permitted or required by any applicable law to refuse such access; and
- b. correct any personal information held by ALL IT.

5.8 If the Customer does not provide part or all of the personal information requested by ALL IT then ALL IT may refuse to supply, or limit the supply to the Customer of, personal credit or the Service.

5.9 By providing the Customer's personal information to ALL IT and obtaining the Service, the Customer acknowledges and consent to the collection, use and disclosure of the Customer's personal information as set out in this clause 5 and in accordance with ALL IT's privacy policy a copy of which will be made available by ALL IT on request or may be viewed on ALL IT's website:

5.10 If the Customer has authorised ALL IT to give or accept verbal instructions or other communication to or from the Customer in connection with the Service and/or the Customer has informed ALL IT of a password to be used for ALL IT's verification purposes when such verbal instructions or other communication is given or received, the Customer agrees:

- a. to keep confidential such password;
- b. that ALL IT may assume that any person who quotes the password is authorised by the Customer to accept or give verbal instructions or other communication from or to ALL IT in connection with the Service on behalf of the Customer;
- c. that the Customer will not hold ALL IT liable in any way if any information relating to the Customer's account or any of the Customer's personal information is inadvertently disclosed to any person not authorised by the Customer to receive such information who quotes such password to ALL IT; and
- d. that all calls made to or from ALL IT's customer service centre(s) may be recorded for customer training, improvement programs and verification purposes.

5.11 The reference to "Customer" in this clause 5 includes a reference to and is applicable to ALL IT's collection, use and disclosure of the personal information of the director or other officer of the Customer who completes or signs an Application on the Customer's behalf as he/she hereby acknowledges.

## 6. Using the Service

6.1 The Customer must reasonably co-operate with ALL IT to allow ALL IT, or a supplier, to establish and supply the Service to the Customer safely and efficiently.

6.2 ALL IT will provide the Service to the Customer with reasonable care and skill. In the event of unexpected faults ALL IT will use reasonable endeavours to ensure the Service is restored as soon as possible.

6.3 When using the Service, the Customer must comply with:

- a. all laws;
- b. all directions by a regulator;
- c. all notices issued by authorisation of or under law;
- d. the Acceptable Use Policy (unless it is stated in clause 17 to be not applicable to the Service); and
- e. reasonable directions by ALL IT.

6.4 The Customer must not use, or attempt to use, the Service:

- a. to break any law or to infringe another person's rights;
- b. to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted or otherwise unlawful or unauthorised;

- c. in any way that may expose ALL IT to liability; or
- d. in any way which or which may damage, interfere with or interrupt the Service, the ALL IT network or a supplier's network used to supply the Service.

6.5 ALL IT may require the Customer to stop doing something which ALL IT reasonably believes is in breach of clauses 6.3 or 6.4. The Customer must immediately comply with any such request failing which ALL IT may take any steps reasonably necessary to ensure compliance with clauses 6.3 and 6.4.

6.6 The Customer acknowledges that, where the Service is a carriage service, ALL IT, or any supplier whose network is used to supply the Service, may be required to intercept communications over the Service and may also monitor the Customer's usage of the Service and communications sent over it.

6.7 ALL IT may (but is not obliged to) contact the Customer if ALL IT becomes aware of an unusually high use of the Service by the Customer (including to verify any costs or charges which the Customer may have incurred). In such event, ALL IT may ask the Customer to make a pre-payment usage charge under clause 9.5. ALL IT is also entitled to suspend the Service under clause 13.1(a) for an unusually high use of the Service.

6.8 The Customer must comply with any rules imposed by any third party whose content or services the Customer access using the Service or whose network the Customer's data traverses.

## 7. Equipment

7.1 The Customer must ensure that all additional equipment connected from the router used in connection with the Service and the way the Customer uses that equipment complies with:

- a. all laws
- b. all directions by a regulator;
- c. all notices issued by authorisation of or under law; and
- d. reasonable directions by ALL IT,

7.2 In relation to equipment:

- a. any ALL IT/Carrier owned equipment remains ALL IT's/Carrier's property;
- b. the Customer is responsible for any ALL IT owned equipment from the time when the Customer receives it;

- c. the Customer must not mortgage or grant a charge, lien or encumbrance over any ALL IT owned equipment;
- d. the Customer may purchase equipment from ALL IT to use in connection with the Service. In such event, the Customer will own the equipment and be responsible for the equipment from when the Customer receives it.

- 7.3 The Customer must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the Service and located on the Premises.
- 7.4 Unless otherwise agreed between the parties, the Customer must allow ALL IT's personnel (and no other person) to service, modify, repair or replace any ALL IT owned equipment.
- 7.5 The Customer is responsible for the cost of any lost, stolen or damaged ALL IT owned equipment, except where caused by ALL IT or ALL IT's personnel.
- 7.6 The Customer will be responsible for any outstanding payments for equipment that the Customer has purchased from ALL IT, even when that equipment is lost, stolen or damaged.

## 8. Network maintenance, fault reporting and rectifications

- 8.1 ALL IT may conduct maintenance on the ALL IT network and maintenance may be conducted on a supplier's network used to supply the Service. ALL IT will endeavour to conduct scheduled maintenance on the ALL IT network outside normal business hours.
- 8.2 ALL IT will provide a fault reporting service for the Customer to report faults. Before the Customer reports a fault to ALL IT, the Customer must take all reasonable steps to ensure that the fault is not caused by any equipment that is not ALL IT owned equipment.
- 8.3 The Customer must provide all reasonable assistance to enable ALL IT or ALL IT personnel, or where necessary a supplier or supplier's personnel, to investigate and where applicable repair a fault including providing them with adequate and timely access to the Premises. For residential and business customers this is up to the Network Boundary Point (NBP) or Main Distribution Frame (MDF) whichever is relevant of the premises
- 8.4 The Customer is responsible for ensuring permission is in place with the landlord of the property where the installation is to occur and accepts any costs associated with any installation works required after the boundary point.
- 8.5 ALL IT will repair faults within the ALL IT network used to supply the Service. Unless the Service Description expressly provides otherwise, ALL IT is not responsible for repairing any fault in the Service where the fault arises in or is caused by:
  - a. a supplier's network;
  - b. equipment that is not owned by our fibre carrier; or
  - c. facilities outside the ALL IT network.

- 8.6 Where:
  - a. a fault arises in or is caused by a supplier's network;
  - b. ALL IT becomes aware of the fault; and
  - c. ALL IT is not responsible for the repair of that fault.
 ALL IT will notify the supplier of the fault and request

that the fault be corrected promptly, but ALL IT will not bear any further liability or responsibility.

- 8.7 Where a fault arises in or is caused by equipment that is not ALL IT owned equipment, ALL IT is not responsible for the repair of that fault. Nevertheless:
  - a. if the Customer asks ALL IT to investigate a fault or asks ALL IT to request a supplier to investigate a fault, ALL IT will give the Customer an estimate of the probable cost of such investigation and obtain the Customer's agreement to bear those costs before undertaking or arranging an investigation and using reasonable endeavours to identify and inform the Customer of the probable cause of the fault; and
  - b. if the Customer requests ALL IT to repair the fault and ALL IT agrees, ALL IT will give the Customer an estimate of the probable cost of repairing the fault and obtain the Customer's agreement to bear those costs before carrying out the repair.
- 8.8 If ALL IT investigates a fault and determines that the fault is attributable to a breach of the Agreement by the Customer, a negligent or fraudulent act or omission by the Customer or any of the Customer's personnel or a failure of any of the Customer's equipment and/or premises, the Customer must pay the costs incurred by ALL IT in investigating.

## 9. Fees and charges

- 9.1 The Customer must pay:
  - a. The fees and charges for the Service, which are set out in the Agreement or in any applicable Special Offer; and
  - b. Any additional fees and charges noted in the Agreement (including in the Application) or notified by ALL IT in accordance with the Agreement from time to time.
- 9.2 The Customer must pay all fees and charges which are incurred for the Service even if the Customer did not authorise its use.
- 9.3 The Customer must pay the fees and charges for the Service even if the Service is unavailable or the Customer is unable to access the Service. However, the Customer may be entitled to a refund or a rebate as stated in the Agreement or under the law.
- 9.4 In addition to the fees and charges the Customer incurs in the normal use of the Service (including an access fee, where applicable), ALL IT may charge the Customer administration fees and other similar charges including suspension fees, cancellation fees, late payment fees, payment dishonour fees or reconnection or reactivation fees as set out in the Agreement.
- 9.5 ALL IT may also ask the Customer to make a pre-payment usage charge or request that the Customer make an interim good-faith payment (including, for example, if there has been an unusually high use of the service).
- 9.6 ALL IT will calculate fees based on billing information generated or received by ALL IT which will be prima facie evidence of the Customer's use of the Service and the fees and charges incurred.
- 9.7 If the Customer uses the services of a third party, the Customer will be billed at the third party's applicable rates and charges. Where ALL IT invoices the Customer for the Customer's use of the services of a third party, it will be in

ALL IT's capacity as that third party's billing agent only.

98 ALL IT may offer the Customer a Special Offer from time to time. In such event, ALL IT will notify the Customer of the Special Offer and the terms of the Special Offer either through general advertising or by specifically advising the Customer. A Special Offer may be an offer to vary the pricing plan or the terms of supply (including the minimum term) for the Service and it may be subject to certain conditions. If the Customer validly accepts a Special Offer, the terms of the Special Offer will prevail only to the extent they are inconsistent with the terms of the Agreement. Upon the expiry or termination of the Special Offer, the full terms and conditions of the Agreement will apply.

99 Some fees and charges for the Service are subject to variation such as charges relating to:

- a. international services or roaming; and
- b. content or premium services.

The Customer should inform ALL IT before using the Service from outside Australia.

## 10. Payments

10.1 ALL IT will invoice the Customer on a regular basis (either in advance or in arrears), unless otherwise set out in the Service Description. ALL IT will send a copy of the invoice electronically.

10.2 Service usage records are obtained by ALL IT from a wholesale supplier. ALL IT will make reasonable efforts to supply these records in a timely manner to the Customer via the online Secure Users Facility or where otherwise agreed to by ALL IT and the Customer, by post or facsimile.

10.3 If ALL IT receive usage records in time from the wholesale supplier, ALL IT will make all reasonable efforts to notify the Customer of the applicable usage records within the relevant billing period. In circumstances where this may not be possible, and for reasons outside the direct control of ALL IT, ALL IT will make all reasonable efforts to include these applicable usage charges as soon as it is able to after the relevant billing period.

10.4 Where usage records are provided by the wholesale supplier to ALL IT outside the relevant billing period, ALL IT will incorporate these and associated charges on a subsequent or later invoice. This is called back billing. ALL IT will not backbill for usage that has occurred 160 days or more previously, if ALL IT has not already advised the Customer of the charges.

10.5 Where usage records are delayed and back billing occurs, if any plan allowances or inclusions are exceeded in the previous billing periods, any applicable excess or additional charges will be applied to and payable by the Customer on the subsequent invoices.

10.6 If the Customer's payment is not honoured for any reason, ALL IT may charge the Customer a \$10 fee.

10.7 Subject to clause 11.4, the Customer must pay the entire amount invoiced by the due date specified in the payment notification, invoice or as otherwise notified by ALL IT.

10.8 If the Customer does not pay the invoice by the date the payment is due, ALL IT may:

- a. charge the Customer a late fee which is payable until all outstanding amounts are paid;
- b. require the Customer to provide reasonable security to ALL IT to secure the payment of future amounts due under the Agreement;
- c. suspend or cancel the Service, in accordance with clauses 12 or 13 as relevant or the relevant Service Description. If ALL IT suspends or cancels the Service, ALL IT may charge the Customer a suspension fee, cancellation fee and/or reconnection or reactivation fee as set out in the Agreement. Reconnection or reactivation of the Service is subject to payment of the reconnection or reactivation fee;
- d. engage a mercantile agent to recover the money the Customer owes ALL IT and charge the Customer a recovery fee;
- e. institute legal proceedings against the Customer to recover the money the Customer owes ALL IT and recover from the Customer its legal costs; and/or
- f. on-sell any unpaid amounts to a third party.

10.9 If the Customer has overpaid as a result of a invoicing error, the Customer's account will be credited with the amount overpaid or ALL IT will use reasonable endeavours to notify the Customer and refund the over payment.

10.10 Unless otherwise indicated, the fees and charges set out in the Agreement include any amount on account of tax. Where the fees and charges do not include an amount on account of tax and tax is payable by ALL IT in relation to, or on any supply under or in connection with the Agreement, ALL IT will increase the tax exclusive fees and charges by an additional amount on account of the tax. The Customer must pay the additional amount at the same time the Customer pays the fees and charges.

10.11 If the Customer requires a copy of any invoice sent by ALL IT in relation to the Service after cancellation of the Service or termination of the Agreement and a copy of such invoice remains retrievable from ALL IT's records, the Customer must pay ALL IT's reasonable administration fee for such retrieval.

## 11. Complaints and disputes

11.1 If the Customer has any complaints in connection with the Service the Customer may complain in writing or by calling ALL IT.

11.2 ALL IT will handle all complaints in accordance with its complaints procedure.

11.3 ALL IT will use its best endeavours to resolve all complaints, however if ALL IT is not able to resolve a complaint to the Customer's satisfaction, the Customer may take other action, such as informing the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in the relevant state or territory.

11.4 Where a Customer's complaint is about a fee or charge for the use of the Service, ALL IT may suspend payment obligations, for that fee or charge only, until the complaint has been investigated and resolved. All other fees and charges that are not in dispute remain due and payable.

11.5 Where a Customer's complaint is about a significant and sustained loss of access to, or use of, the Service which is not reasonably attributable to the Customer or non ALL IT owned equipment, the Customer may be entitled

on request to a refund or a rebate of any access fees for the period in which the Customer's access or use was interrupted (including when an Intervening Event occurs) as stated in the Agreement or under the law.

## 12. Cancelling the Service

12.1 The Customer may cancel the Service at any time by:

- a. giving ALL IT thirty (30) days notice (including if the Customer does not wish to continue to use the Service after the end of the minimum term of a Fixed-Term Agreement); or
- b. giving ALL IT notice, if ALL IT breaches a material term of the Agreement and ALL IT either:
  - i. cannot remedy that breach; or
  - ii. fails to remedy that breach within thirty (30) days after the Customer gives ALL IT notice requiring ALL IT to do so.

12.2 If the Agreement is a Fixed-Term Agreement, a Customer may also cancel the Service pursuant to clause 3.

12.3 If the Agreement is a non Fixed-Term Agreement, ALL IT may cancel the Service at any time by giving the Customer at least thirty (30) days' notice.

12.4 ALL IT may cancel the Service at any time including prior to the service start date, without liability, if:

- a. there is an emergency;
- b. ALL IT reasonably suspects fraud or other illegal activity by the Customer or any other person in connection with the Service;
- c. any amount owing to ALL IT in respect of the Service is not paid by its due date and the Customer fails to pay that amount in full within ten (10) business days after ALL IT gives the Customer a notice requiring payment of that amount, unless otherwise set out in the Agreement;
- d. ALL IT reasonably consider the Customer a credit risk because the Customer has not paid amounts owing to ALL IT or any ALL IT Group Company in respect of any service by its due date and the Customer fails to pay that amount in full within the period stated in any notice given to the Customer requiring payment of that amount;
- e. the Customer breaches a material term of the Agreement (other than a breach which separately gives rise to rights under this clause) and the Customer either cannot remedy that breach or fails to remedy that breach within thirty (30) days after ALL IT gives the Customer notice requiring the Customer to do so;
- f. ALL IT is required to do so to comply with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law;
- g. the Customer suffers an insolvency event and ALL IT reasonably believes ALL IT is unlikely to receive payment for amounts due;

- h. the Customer dies or if the Customer is a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and ALL IT reasonably believes ALL IT is unlikely to receive payment for amounts due;
- i. the Service is suspended for more than fourteen (14) days, unless otherwise set out in the Agreement;
- j. if ALL IT reasonably determines that it is not technically or operationally feasible or commercially viable to supply the Service to the Customer;
- k. any Intervening Event prevents the supply of the Service in accordance with the Agreement for more than fourteen (14) days; or
- l. ALL IT is otherwise entitled to do so under the Agreement or Acceptable Use Policy.

12.5 ALL IT may cancel the Service under clause 12.5 as soon as ALL IT gives the Customer notice, unless otherwise set out in the Agreement. However, ALL IT may cancel the Service immediately if there is an emergency.

12.6 If the Customer elects to have an equivalent service to the Service supplied by another carrier, carriage service provider or service provider (including, by churning) and that carrier, carriage service provider or service provider informs ALL IT that the Customer has elected to have the Service supplied by them or have churned to them, the Service will be deemed to have been cancelled by the Customer immediately. This will be without prejudice to ALL IT's rights under the Agreement with respect to the Service.

12.7 If the Service is cancelled:

- a. the Customer is liable for any charges incurred (including the cancellation fee and outstanding Equipment Charges, if any as set out in the Agreement) up to, and including, the Cancellation Date;
- b. the Customer authorises ALL IT to apply any over payment on the Customer's account and/or money that the Customer has paid in advance for the Service which is being cancelled to pay for any undisputed outstanding charges (including the cancellation fee and outstanding Equipment Charges, if any as set out in the Agreement);
- c. subject to clause 12.8(b) and unless otherwise set out in the Service Description, ALL IT will refund any over payment on the Customer's account ;
- d. if the Customer is required under the Service Description to pay for the Service by direct debit payment (either from the Customer's nominated bank or credit card account), the Customer authorises ALL IT to debit any undisputed outstanding charges (including any cancellation fee and outstanding Equipment Charges, if any as set out in the Agreement) from the Customer's nominated bank or credit card account;

12.9. No cancellation fee shall be payable by the Customer:

- i. If the Agreement is not a Fixed-Term Agreement; or
- ii. If the Agreement is a Fixed-Term Agreement that is cancelled after the expiry of the minimum term.

12.10 If the Service is cancelled as a result of circumstances reasonably attributable to the Customer (including if the Customer changes the location of the Premises, or elects to churn their service to another carriage service provider):

- a. before the Service Start Date, the Customer must pay ALL IT all infrastructure and installation costs incurred by ALL IT in connection with preparations for supplying the Service to the Customer;



- b. during the minimum term, the Customer must pay ALL IT a cancellation fee or such higher amount as may be provided in clause 17;
  - c. the Customer must pay ALL IT all costs incurred to rectify the Customer's breach of the Agreement.
- 12.11 If the Customer wishes to reinstate the Service at any time after cancellation the Customer may make a request to ALL IT provided that if the Service is cancelled as a result of circumstances attributable to the Customer and ALL IT reinstates the Service, then the Customer may have to pay ALL IT a reconnection or reactivation fee or such higher amount as may be provided in clause 17.
- 12.12 If the Customer is able to use the Service after the Cancellation Date, the Customer is liable for any charges incurred by the Customer for that use, in addition to any other charges under this clause 12.

### 13. Suspending the Service

- 13.1 ALL IT may suspend the Service at any time, without liability:
- a. in any of the circumstances described in clause 12.5(a) to (h) and (1);
  - b. if it is necessary to allow ALL IT or a supplier to repair, maintain or service any part of the ALL IT network or a supplier's network used to supply the Service;
  - c. if ALL IT reasonably believes there has been an unusually high use of the Service; or
  - d. problems are experienced interconnecting the ALL IT network with any supplier's network used to supply the Service.
- 13.2 ALL IT may suspend the Service under clause 13.1 as soon as ALL IT gives the Customer notice, unless otherwise set out in the Agreement. However, ALL IT may suspend the Service immediately if there is an emergency.
- 13.3 ALL IT may suspend the Service if any amount owing to ALL IT is not paid by its due date, ALL IT gives you notice requiring payment of that amount (which ALL IT may not give in respect of any amount which is validly disputed in accordance with clause 11 (Complaints and disputes) until after ALL IT has completed investigations referred to in clause 11.4) and you fail to pay the amount in full within five Business Days after ALL IT gives you that notice.
- 13.4 If ALL IT suspends the Service, ALL IT may later cancel the Service for the same or a different reason.
- 13.5 If the Service is suspended, the Customer will have to pay access fees for the Service while it is suspended.
- 13.6 If the Service is suspended and the suspension was not as a result of circumstances attributable to the Customer or non ALL IT owned equipment, the Customer may be entitled on request to a refund or a rebate of any access fees for the period of suspension as stated in the Agreement or under the law.
- 13.7 If the Service is suspended as a result of circumstances attributable to the Customer, the Customer may have to pay ALL IT a suspension fee.
- 13.8 If the Customer wishes to reactivate the Service at any time after suspension the Customer may make a request to ALL IT provided that if the Service is suspended as a result of circumstances attributable to the Customer and ALL IT reactivates the Service, the Customer may have to pay ALL IT a reconnection or reactivation fee or such higher amount as may be set out in clause 17.

### 14. Liability

- 14.1 The Customer is liable to ALL IT for any breach of the Agreement that causes foreseeable loss to ALL IT.
- 14.2 Except as in the Agreement otherwise expressly provided (including under clause 14.3), the Customer is not liable to ALL IT for any consequential losses ALL IT suffers or for any costs, expenses, loss or charges that ALL IT incurs which are not a direct result of something the Customer has done.
- 14.3 ALL IT is not in any way liable to any Business End User (whether in contract or tort (including negligence), under any legislation or otherwise). A Business Customer must indemnify and keep ALL IT fully indemnified against any loss or damage incurred in connection with any claim against ALL IT by a Business End User in relation to:
- a. the use (or attempted use) of the Service; or
  - b. the equipment used in connection with the Service.
- 14.4 ALL IT has responsibilities and obligations under the law, including under:
- a. the Telecommunications Legislation;
  - b. the Competition and Consumer Act; and
  - c. applicable laws, regulations and codes.
- Nothing in the Agreement removes or limits any rights that the Customer has under existing laws or regulations.
- 14.5 ALL IT may be liable to the Customer for:
- a. any damage to the Customer's property which has been caused by the fault, negligence or fraud by ALL IT or ALL IT's personnel during installation, repair or maintenance;
  - b. interruptions in the Customer's use of the Service as a result of a fault or negligence of ALL IT or ALL IT's personnel, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable loss incurred as stated in the Agreement and where required by law
  - c. if a customer applies for a residential grade service, which is supplied on the basis is solely for personal, domestic or household use and they use it for any business purposes, ALL IT is not liable for any business related losses
  - d. death or personal injury caused by ALL IT or ALL IT's personnel; or
  - e. breach of terms that are implied by the Competition and Consumer Act and other laws into contracts for the supply of goods and services. If any condition or warranty is implied into the Agreement under the Competition and Consumer Act or other laws then ALL IT's liability (if any) for breach of that condition or warranty in connection with any goods or services ALL IT supplies under the Agreement is (in relation to a Business Customer) limited to re-supply, repairing or replacing the goods or services, where those goods or services are not of a kind ordinarily acquired for personal, domestic or household use and where it is reasonable and fair to do so.
- 14.6 Other than as provided in clauses 14.4 and 14.5, ALL IT is not liable to the Customer under this Agreement.
- 14.7 If the Customer has contributed to any loss or damage the Customer is claiming against ALL IT, ALL IT's liability is reduced to the extent of the Customer's contribution.
- 14.8 ALL IT is not liable to the Customer for any consequential

losses the Customer suffers or for any costs, expenses, loss or charges that the Customer incurs which is not a direct result of something ALL IT has done.

14.9 In relation to a Business Customer, to the extent permitted by law, ALL IT's total liability for loss is limited in aggregate for any claim or series of connected claims to \$5 million to the extent that the exclusions or limitations in clauses 14.4 to 14.7 do not apply.

## 15. Assignment and transfer

15.1 ALL IT may:

- a. assign some or all of its rights under the Agreement to any person;
- b. transfer some or all of its obligations under the Agreement to any ALL IT Group Company that is able to perform those obligations; and/or
- c. perform any of its obligations under the Agreement by arranging for them to be performed by another person, including a supplier or another ALL IT Group Company provided ALL IT remains responsible for the performance of the obligations, and the Customer irrevocably authorises ALL IT to execute on their behalf all such documents that may be required to be executed by the Customer to effect such assignment or transfer.

## 16. General

16.1 The Agreement is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which the Customer normally reside and the parties submit to the exclusive jurisdiction of the courts of the Commonwealth and its states and territories.

16.2 ALL IT owns all material (including intellectual property rights) developed by ALL IT or ALL IT's personnel, at ALL IT's direction.

16.3 ALL IT may permit the Customer to use this material, or other material licensed by ALL IT, as part of the Service. This permission is subject to any conditions which ALL IT may impose from time to time and will cease when the Service is cancelled.

16.4 The Customer must not infringe any person's intellectual property rights (such as by using, copying or distributing data or software without the permission of the owner) in using the Service. If the Customer breaches this clause, ALL IT may suspend or cancel the Service without notice.

16.5 If the Customer has been provided with a service equivalent to the Service by another carrier, carriage service provider or service provider and has elected to have that service replaced by the Service under the Agreement (including, by churning), the Customer authorises ALL IT to:

- a. inform that carrier, carriage service provider or service provider that the Customer has elected to have the Service supplied by ALL IT or have churned to ALL IT; and
- b. to take such action (including give such notices and sign such documents) on behalf of the Customer as may be necessary or appropriate to effect the transfer or churning transaction.

16.6 If an Intervening Event occurs which affects a party (the said party) from performing any of the said party's obligations under the Agreement (other than an obligation

to pay money), then the said party will not be liable for failing to perform that obligation provided:

- a. the said party must notify the other party of the Intervening Event and use its best efforts to resume performance in accordance with the Agreement as soon as reasonably possible; and
- b. the said party's obligations continue during the Intervening Event unless it is not able to perform its obligations due to the other party being unable to perform its obligations due to the Intervening Event.

16.7 The Customer represents that the Customer is not a carrier or carriage service provider. If the Customer are or become a carrier or carriage service provider, ALL IT may immediately cancel the Service by giving the Customer notice.

16.8 If the Customer breaches the Agreement and ALL IT does not exercise a right that ALL IT has because of the Customer's breach, ALL IT does not waive:

- a. that right unless ALL IT gives the Customer notice in writing confirming that ALL IT have waived that right; or
- b. ALL IT's right to insist that the Customer perform any obligation the Customer has under the Agreement.

16.9 ALL IT may pay a commission to any of ALL IT's personnel in connection with the Agreement.

16.10 Each party will do, sign, execute and deliver and will procure that each of its employees and agents does, signs, executes and delivers, all agreements, documents, instruments and acts reasonably required of it by notice from the other party to effectively carry out and give full effect to the Agreement and the rights and obligations of the parties under it.

16.11 Information and advice about the Customer's rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Department of Fair Trading or Department of Consumer Affairs in the Customer's state or territory.

16.12 Any notice or demand given pursuant to this Agreement shall be in writing and shall be delivered, posted, e-mailed or transmitted by facsimile:

- a. to the Customer at the Customer's e-mail address, address and/or facsimile number indicated on the Application or the Customer's latest e-mail address, address and facsimile number notified to ALL IT in writing; and
- b. to ALL IT at ALL IT's latest address, email and/or facsimile number indicated on ALL IT's website at: <http://www.allitservices.com.au>

Any such notice shall be deemed to be received:

- a. In the case of delivery, at the time of delivery;
- b. If served by post, at the expiration of forty-eight (48) hours from time of posting (if sent to a local address) or ten (10) days from the time of posting (if sent to an overseas address), notwithstanding that it may subsequently be returned through the post office unclaimed;
- c. In the case of a facsimile transmission, on production of a transmission control report indicating transmission without error; or
- d. In the case of an e-mail, on production of a e-mail header indicating delivery without error.

16.13 The Agreement sets out the entire agreement and understanding between the parties in relation to the Service and no party has entered into the Agreement in reliance upon any representation, warranty or undertaking of any party which is not set out or referred to in the Agreement.

16.14 In the event of any inconsistency between a provision in these terms and conditions and another part of the Agreement, then unless otherwise stated, these terms and conditions prevail to the extent of the inconsistency.

## 17. Special terms and conditions applicable to the Service

17.1 The Customer acknowledges and agrees that ALL IT is unable to provide or continue to provide the Service to the Customer if the Customer changes the location of the Premises without notice.

In the event a customer does change the location of the Premises, the existing service can only be terminated and any applicable cancellation charges will apply. Then the customer can submit a new application for a new service for the new location/Premise and the relevant new application charges and new terms and conditions are applicable.

17.2 In delivering data services ALL IT deems that 1 gigabyte equals 1,000 megabytes and that 1 megabyte equals 1,000,000 bytes for the purposes of calculating usage.

17.3 Installation, 1st month pro rata and ongoing monthly access charges will be debited to the customers bank account or credit card which they have provided to ALL IT at the time of Fibre application or subsequently changed via the Fibre Broadband Secure Users Facility on the following basis;

- a. Installation charge(s) debited on the date of advice from our wholesale supplier(s) of an estimated activation date.
- b. Pro rata (balance) of the first months access debited on the date of advice from our wholesale supplier(s) the service has been activated.
- c. Subsequent monthly access charges are currently charged one month in advance either;
  - i. on, or around, the 1st working day of each calendar month for that month. This date may change if any of our suppliers change the date in which they bill ALL IT for services; or
  - ii. advance on, or around 28th, for the billable period 28th of the month to the 27th of the next month. This date may change if any of our suppliers change the date in which they bill ALL IT for services.
- d. Any excess usage charges are debited:
  - i. on, or around, the 1st working day of each calendar month following the month in which excess usage was incurred, per GB or part thereof.
  - ii. on, or about the 28th of the month, for the billable period 28th of the prior month to the 27th of the next month, in which excess usage was incurred, per GB or part thereof.

17.4 ALL IT may charge an amount of one dollar (\$1.00) to the Customer's bank account or credit card to make reasonably sure that the Customer has legal control over

one or more of his or her payment methods. This charge will be applied in full as a credit to the first invoice of the Customer, or as soon as is practicable thereafter. If the Customer cancels the service prior to the issue of the first invoice and no other fees or charges have been levied, then ALL IT will refund the verification charge in full.

17.5 Speed Tier Speeds represent the maximum speeds at which NBN Co will allow data to be transferred across the access line connecting the Premises to the relevant Point of Interconnection (the Access Line) on the Customer's selected speed tier.

17.6 Actual data transfer speeds at the Premises may be less than the selected Speed Tier Speeds, particularly during peak periods. Many factors affect the data transfer speeds achievable at the Premises including but not limited to the connection technology used, the distance of the Premises from the node, the condition of the cabling in the wholesale supplier network and within the Premises, the Customer equipment being used to facilitate broadband connection, the application being used by the customer and traffic volumes across the broader network.

17.7 ALL IT is unable to confirm the maximum data transfer rate that a Customer's FTTN or FTTB Access Line is capable of (Access Line Capability) until after the Service Start Date.

- 17.8 If ALL IT reasonably believes it is in the best interests of the Customer to do so (for example, if Access Line Capability is found to be substantially less than the Speed Tier Speed of the Customer's selected speed tier), ALL IT may unilaterally change the Customer's selected speed tier to a speed tier capable of being supported by the Customer's Access Line Capability. If ALL IT does this:
- a. ALL IT shall give the Customer notice in writing of the change as soon as practicable;
  - b. for thirty (30) days from receiving notice of the change, the Customer may:
    - i. cancel the Service without penalty and without incurring charges other than Accrued Charges; or
    - ii. request ALL IT to reverse the change, in which case ALL IT shall reverse the change without charge.
- 17.9 All ALL IT Fibre Broadband services require specific network technology compatible modem/ router in order for the service to work optimally or at all. Unless provided by ALL IT as part of the service, it is the responsibility of the Customer to ensure that a network compatible modem/ router is used to connect to the service. If a non- network compatible modem/ router is found to cause a service fault, ALL IT may not be able to provide assistance and in the event of an on-site technical visit ALL IT may charge an incorrect call out fee.
- 17.10 ALL IT may charge an amount of one dollar (\$1.00) to the Customer's bank account or credit card to make reasonably sure that the Customer has legal control over one or more of his or her payment methods. This charge will be applied in full as a credit to the first invoice of the Customer, or as soon as is practicable thereafter. If the Customer cancels the service prior to the issue of the first invoice and no other fees or charges have been levied, then ALL IT will refund the verification charge in full.
- 17.16. If the customer has purchased a modem from ALL IT and the new broadband service does not proceed to activation for any reason, the customer may return the modem to ALL IT in original condition within 30 days of first receiving the modem (ALL IT will provide a pre-paid shipping satchel) and ALL IT will refund the modem purchase price.
- If the modem is not returned within the timeframe, a \$20 (incl. GST) pre-paid shipping satchel cost will be debited to the customer's bank account or credit card.
- If the modem is not returned in its original condition, the full modem price as displayed on the ALL IT website for the equivalent month-to-month plan and a \$20 (incl. GST) freight charge will be debited to the customer's bank account or credit card.
- 17.17 If the customer receives a free modem as a part of any promotional offer or product bundle from ALL IT and the new broadband service does not proceed to activation for any reason, the customer must return the modem to ALL IT in original condition within 30 days of first receiving the modem, otherwise the full modem price will be charged to the customer's account.
- 17.18. If the customer receives a modem from ALL IT, and it is agreed with ALL IT that the modem is faulty when first turned on (within the first 30 days of receipt (DOA)), then the customer must return the modem to ALL IT in its original condition (ALL IT will provide a pre-paid shipping satchel) within 30 days of receiving the replacement modem from ALL IT, otherwise the full modem will be charged to the customer's account.
- If returned modem claimed as DOA is not found as faulty after ALL IT test the returned modem and if the modem is in its original condition, a \$40 (incl. GST) freight charge, and a \$33 (incl. GST) testing fee will be charged to the customer's account.
- If returned modem claimed as DOA is not found as faulty after ALL IT test the returned modem and if the modem is not in its original condition, the full modem plus a \$40 (incl. GST) freight charge, and a \$33 (incl. GST) testing fee will be charged to the customer's account.
- 17.19. If the customer receives a modem from ALL IT, and it is agreed with ALL IT that the modem is faulty within the first 12 months of ownership (Warranty period after DOA period), then the customer must return the modem to ALL IT within 30 days of receiving the replacement modem from ALL IT, otherwise the full modem will be charged to the customer's account.
- If returned modem claimed as Warranty is not found as faulty after ALL IT test the returned modem and if the modem is in its original condition, a \$20 (incl. GST) freight charge, and a \$33 (incl. GST) testing fee will be charged to the customer's account.
- If returned modem claimed as Warranty is not found as faulty after ALL IT test the returned modem and if the modem is not in its original condition, the full modem price, a \$20 (incl. GST) freight charge, and a \$33 (incl. GST) testing fee will be charged to the customer's account.

## Summary of other charges

\$10.00	Failed Payment Fee (if paying by direct debit)
\$50.00	Per change of static IP address or Per each additional static IP address
\$150.00	Change of name or ownership of service
\$300.00	Pro-rated Early Termination Charge if the customer cancels their service within the contract period. Refer to clause 17.6 for details.
\$155.00	Per hour (charged in 15 minute increments) - Incorrect Call Out Fee
On Request	Ad hoc, or any other charges will be advised at time of application, enquiry or request
\$300.00	Installation fee for the first customer to be served in a new fibre developments.
\$300.00	Installation fee where by the wholesale fibre supplier must install an Optical Network Terminal (OMT).