

Terms and Conditions:

Value ADSL and Bundle services include:

- Internet access via ADSL technology to a fixed telephone line.
- Fixed monthly access fees, which include an allocation of data. Download/Upload data counted. Data is consumed when receiving emails, viewing web pages and most Internet activities, not just when downloading files.
- A single login and email mailbox additional individual mailboxes available on request.
- Usage statistics for indicative monitoring purposes. From time to time, for technical reasons, usage statistics maybe delayed or unavailable.
- The included data allocation is monthly, based on the billing anniversary date. If the included data allocation is exceeded the Service will be slowed to 64Kbps for the duration of that billing period. The data allocation will be reset upon the next billing anniversary date.
- The monthly billing anniversary date is based on the date of connection.
- A dynamic IP address.
- Webmail: <http://webmail.coastnet.net.au/horde/index.php> or visit our home page at <http://www.coastnet.net.au/>
- Priority Support: Monday to Friday 9am till 5pm [After hours by appointment only]
- Compatible ADSL hardware (eg modem/router, filter) are required to use the Service. If the customer supplies their own hardware they are solely responsible for its maintenance and configuration. Hardware provided by CoastNet Pty Ltd to the Customer is covered by a 30 day return to base warranty. Where it is found that the Customer has tampered with same and reconfiguration is required, a service charge is applicable.

Speed / Limitations of Service

- CoastNet Pty Ltd accepts no responsibility for any loss incurred or implied due to outages, performance, or non supply of service.
- All ADSL speeds quoted by CoastNet Pty Ltd are maximum theoretical speeds. CoastNet Pty Ltd does not guarantee that the maximum speeds stated will be attainable in all cases. CoastNet Pty Ltd is not responsible for environmental/external influences that may impact the speed and/or performance of the Service.
- CoastNet Pty Ltd may, at its discretion, change the maximum speed of the Service, e.g. to increase the stability of the Service.
- The actual speed of the service depends on the customer line quality and distance, internal building and wiring, as well as the hardware used.
- Coastnet Pty Ltd does not guarantee that the maximum speeds will be attainable in all cases.
- **Peak:** 7:00am to Midnight - **Off Peak:** Midnight to 7:00am

Availability of Service

CoastNet Pty Ltd cannot guarantee ADSL service will be available at all sites. The fixed telephone line nominated must be ADSL compatible. Adequate ADSL capacity must be available at the telephone exchange.

Delivery of Service (Provisioning)

CoastNet Pty Ltd does not guarantee any provisioning timeframe; however, complete provisioning typically takes between 5 and 7 business days from receipt of completed Application Form and prepayment of any required fees. CoastNet Pty Ltd is not responsible for provisioning delays due to third party dependencies or any other circumstances beyond our control.

Transfers

Transfers are a fast process for changing ADSL Internet Service Providers.

- ADSL Transfers to CoastNet Pty Ltd are only applicable for active ADSL services supplied by a limited number of participating Internet Service Providers.
- Transfers are not available when changing address or changing the telephone line on which an ADSL Service is provided.
- ADSL Transfer's may be possible in your area at a cost of \$99.95.
- Cancelling any ADSL Service with another Internet Service Provider before an ADSL transfer Application has been processed by CoastNet Pty Ltd will cause a failed transfer and a New ADSL Service Application will be required.
- Transfer may result in downtime of the ADSL service during the transfer process. CoastNet Pty Ltd is unable to provide exact timing for the completion of the transfer.
- Where a third party is involved in a Transfer process and failure on the part of the third party occurs, CoastNet Pty Ltd is not liable for any delays or loss incurred as a result of the delay.
- Performing a transfer either to or from CoastNet Pty Ltd does not release the Customer from any contractual obligations, e.g. early cancellation fees, with CoastNet Pty Ltd or any other ADSL Internet Service Provider.

Reconnection or Relocation of the Service

Any Reconnection or Relocation requires completion and submission of an Application Form. A new Contract Term if applicable and the standard Setup Fee will apply. A Priority Service is available for a fee [POA].

- In the case of Customer relocating an ADSL Service, both Services will remain active and chargeable until written cancellation request of the original Service is received by CoastNet Pty Ltd 21 days prior to Cancellation.

Impact between ADSL and other services

- The installation and operation of an ADSL Service may cause disruption to other services on that telephone line, e.g. alarm system, monitoring service, PABX system,
- Pay TV. Likewise, other services that utilise the same telephone line may cause disruption to the ADSL service.
- It is the Customer's responsibility and cost to install hardware such as central splitters and network termination devices, which may be required when other services share the ADSL telephone line.

Terms of Agreement/Termination of Agreement

- The Agreement monthly fee is based on the monthly billing anniversary as selected on Page 1 of this Application Form.
- Changing between ADSL Service types, e.g. Business to Residential requires a new Application Form and will initiate a new Contract Term effective from the date of the plan change.
- No termination fees. As per Page 1 of this Application Form.
- Cancellation request must be received in writing, 21 days before required cancellation date. The Service shall be disabled at the date requested, or next business day.
- The monthly fee for the month of cancellation is due in full and not refundable.
- Changes to the telephone service which the ADSL Service shares will result in automatic termination of the ADSL service. These changes include, but are not limited to:
 - Relocation of the telephone service to a new address
 - Change of Lessee of the telephone service
 - Cancellation/suspension of the telephone service
 - Installation of another service on the telephone line which is incompatible with the ADSL service

Plan Changes

- All plan or speed changes require completion and submission of this Form by selecting the appropriate check boxes. There is no change to the Contract Term if under contract.
 - A fee of \$55.95 will apply to ADSL plan changes were an increase or decrease of speed is required. (eg: 256/64 to 1500/256)
 - There is no cost to increase data usage by changing from one ADSL plan to another ADSL plan other than the new rate. (eg: 1500/256 15GB to 1500/256 30GB)
 - The change will take effect within 2-7 business days.

Fees and Charges

- The monthly access fee is charged in advance.
- CoastNet Pty Ltd's terms are strictly Cash, Direct Deposit, BPay or Credit Card.
- Visa and MasterCard Credit Card payments attract a 2% surcharge. Amex Credit Card payments attract a 3% surcharge.
- All calls rates, fees and charges are quoted including Goods and Services Tax (GST).
- Monthly charges and the Term of the Agreement (where applicable) commence from the start date of the Service, not when the Customer first uses the Service or attempts to use the Service. Should the start date be disputed for any reason CoastNet Pty Ltd must be informed of same in writing within 10 days of the said start date or no claim or billing change will be considered.
- The Customer must advise CoastNet Pty Ltd immediately of any changes to payment details including any credit card details used for this service.
- Accounts 7 days past due date will have all services under that account disabled. Service/s interrupted or disabled for non-payment may incur a reconnection fee of \$60.00 per Service billed on the account in addition to full payment of the outstanding balance due on the account.
- All delinquent accounts will be sent to a collection agency. At this time CoastNet Pty Ltd will terminate and/or remove the Service. The customer will incur any cancellation fees plus an administration fee equal to 25% of the amount due. CoastNet Pty Ltd reserves the right to recover the outstanding payment through legal action.
- For any service faults logged and No Fault found a fee of \$299.95 may be charged, Application withdrawals may incur a fee of \$159.95, Service calls requiring a site visit may incur a fee of \$299.95.
- New telephone line connection costs vary from \$81.50 to \$299.95

Customer Obligations

The Customer agrees to and is responsible for:

- Payment of charges as set out on this Application Form.
- To provide all personal computer and communications equipment necessary to effect the Service.
- Not to assign or otherwise transfer this agreement or the Customer's rights under it, delegate Customer's obligations or re-sell or sub-license the Service.
- To comply with CoastNet Pty Ltd's Acceptable Use Policy which can be found at: <http://www.coastnet.net.au/policies/termsfuse.html>
- To promptly notify CoastNet Pty Ltd of any fault in relation to the Service and to provide all necessary assistance to help CoastNet Pty Ltd rectify or identify the fault.
- To advise CoastNet Pty Ltd in writing in a timely manner of any changes, modifications, conversions, relocations, cancellations or transfers to any service supplied by CoastNet Pty Ltd. Without written advice, CoastNet Pty Ltd will continue to provide services and billing of those services.
- All security measures, non-disclosure of log-in information and back up of any information.
- All use of the Service, whether or not such usage was authorised must comply with CoastNet Pty Ltd's Privacy Policy which can be found at: <http://www.coastnet.net.au/policies/privacy.html>

Customer Authorisation:

I have read, understood and agree to the Terms and Conditions of this Agreement as stated on the two pages of this document. I am 18 years of age or older and am the Customer or authorised to sign on behalf of the Customer. I acknowledge that the installation or transfer of an ADSL service may impact other services on that phone line.

Account Holder's Signature: Date: .../.../.....

Name:

(The signatory must be the account holder or an authorised representative)



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Value ADSL/Bundle Application

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