

Our Customer Relationship Agreement DIALUP SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 9 of this Service Description.

1. ABOUT THE DIALUP SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Dialup Service Description of our CRA under which we supply Dialup Internet access services to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Dialup Service.

Service options

- 1.3 The Dialup Service comprises of the following Service options:
- (a) unlimited hours dialup and hourly dialup range
 - (b) standard iidialup2 or dialup2 (OzEmail) range;
 - (c) iidialup2 lite or dialup2 lite (OzEmail) range;
 - (d) Hourly dial up;
 - (e) Unlimited hours; and
 - (f) other products included in the Dialup Range.

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2. THE DIALUP SERVICE

What is the Dialup Service?

- 2.1 The Dialup Service is a Dialup Internet access service that provides access to the Internet and related services, such as email and the world wide web, by means of a Megapop Network connection on 0198 379 000. Access is on an on-demand basis.
- 2.2 You may also have selected in your Application features and characteristics applicable to the Service. We will provide the Service to you based on those selections.

Service requirements and restrictions

- 2.3 In order to receive and access the Service you must:
- (a) ensure that your computer meets all of our System Requirements and that you have a power supply required to run it; and
 - (b) install, or arrange for the installation of a Dialup modem (“Dialup Modem”) and a telephone wall socket to connect the Dialup modem to your telephone line.
- 2.4 You will need to have purchased the Dialup Modem before we can supply the Service to you. The operation of the Dialup Modem and any repairs to it will be your responsibility.
- 2.5 We are responsible for providing the Service up to the Network Boundary. You are responsible for all customer cabling.
- 2.6 You acknowledge that:
- (a) the data transmission speed achievable on Dialup can vary as factors such as modem configuration, your Internet connection and the technology used to provision the Service have an effect on the data transmission speed;
 - (b) if your computer does not meet the System Requirements, you will not be able to access, operate or use the Service or receive customer support; and
 - (c) you are solely responsible for your computer and its operation.
- 2.7 The following restrictions apply to the use of the Service:
- (a) You must be the Legal Lessee (account holder) of your telephone line or, if you are not the Legal Lessee of your telephone Line used to connect to the Service, you have obtained the Legal Lessee’s permission to connect the Service;
 - (b) You must be over 18 years of age. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service;

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Term

2.8 We will provide, and you must acquire, the Service on a month to month basis in accordance with our CRA until it is cancelled in accordance with our CRA.

3. SOFTWARE

3.1 We may choose to provide the Web Accelerator Software and other Software to you for use with the Service.

3.2 We grant to you a revocable, non-exclusive, non-transferable licence to use the Web Accelerator Software and such other Software subject to this clause 3 and any end user agreement provided with the Software at the time of installation.

3.3 Where we provide the Web Accelerator Software or other Software to you, you must:

- (a) only use that Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
- (b) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except where permitted by the *Copyright Act 1968*;
- (c) only use the Software in accordance with our reasonable directions from time to time;
- (d) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
- (e) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
- (f) comply with the terms and conditions of any end user agreement provided with the Software at the time of installation.

3.4 Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software if we direct you to.

4. SERVICE CHARGES, BILLING AND PAYMENT

Monthly Usage Allowance

4.1 Some Dialup Pricing Plans have a Monthly Usage Allowance. If this applies to your selected Dialup Pricing Plan and you exceed the Monthly Usage Allowance we may:

- (a) bill you for Excess Usage Charges for your Excess Usage; and/or

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- (b) if you exceed the Time Usage Allowance, we may disconnect the Service to maintain the integrity of our Dialup Network.

Service Charges

- 4.2 You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 4.3 The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.
- 4.4 Local call charges will apply in respect of the Service, provided you dial our nationwide Dialup number which is currently 0198 379 000 or such other number notified to you by us from time to time. If calling outside the nationwide calling area or calling via a mobile phone, additional call charges may apply.

Variation of Charges

- 4.5 We may vary the charges for the Service at any time in accordance with clauses 1.3 to 1.8 of the General Terms.

Commencement of Service Charges

- 4.6 Service charges will accrue from the Service Commencement Date.
- 4.7 You must pay the Service charges even if:
 - (a) your computer is not working;
 - (b) the Service is unavailable or has limited availability for an insignificant period of time as a result of a Network or system outage; or
 - (c) you actively cease using the Service for any reason in circumstances where the Service is available for use.

Billing

- 4.8 We will bill you for Monthly Service Fees:
 - (a) if you also elect to receive our Phone Service, monthly in advance; or
 - (b) otherwise monthly in advance unless you apply for the Service online and you choose an alternative billing period (either quarterly or annually in advance);

We will bill you for any other charges for the Service in accordance with the billing period and any other terms set out in the Pricing Schedule.

Payment

- 4.9 You must pay the charges for the Service:
 - (a) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or

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- (b) otherwise, by such flexible payment methods offered by us including credit card (phone and online), automatic direct debit, direct debit BPAY, cheque or cash (in person at our Perth office only).
- 4.10 If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:
 - (a) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
 - (b) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details; and
 - (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.
- 4.11 if your direct debit from your bank account payment or from your credit card is declined for any reason, a Decline Fee may be charged.

5. YOUR USE OF THE SERVICE

- 5.1 When using the Service you must comply with:
 - (a) our CRA, including but not limited to clause 4 of the General Terms and this clause 5; and
 - (b) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network your data traverses.
- 5.2 Any use of the Service is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service, whether you give them permission to do so or not.
- 5.3 You must ensure that any software you use in relation to the Service is properly licensed.
- 5.4 The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 5.5 All IP addresses provided by us for your use remain our property. Where applicable, the Service provides a dynamic IP address. A new IP address is provided each time your computer and modem is rebooted. The IP address remains until the next time your computer and modem is switched off. Where applicable, the service will come with a static IP.
- 5.6 We may at any time adjust aspects of the Service if it is necessary to do so for security or Network management reasons, including:
 - (a) rejecting any incoming email messages and attachments that exceed 10 megabytes;
 - (b) deleting transitory data that has been stored on our servers for longer than 90 days;

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- (c) deleting stored email messages that are older than 90 days;
 - (d) disconnect your Dialup session if you reach any session limit that applies to your Pricing Plan or Service;
 - (e) disconnect or log off a duplicate Dialup session if the same username is being used by two separate users at the same time;
 - (f) delivering access and content via proxy servers;
 - (g) limiting the number of addresses to whom an outgoing email can be sent;
 - (h) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - (i) managing the Network to prioritise certain types of Internet traffic over others; or
 - (j) block or filtering specific Internet ports.
- 5.7 We may monitor your account to ensure that you are complying with our terms or to investigate a breach, or suspected breach of, our terms. However, we are not under any obligation to enforce any other policy that applies to anyone using services that we provide to them.
- 5.8 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 5.9 You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 5.10 Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.
- 5.11 You acknowledge that when you dial into our Dialup Network, we collect the Calling Line Identification (CLI) information of your phone line which includes your telephone number and the time and duration of your call. This occurs even if you have blocked the sending of your CLI information. CLI is used to direct your calls to the nearest location and for billing and fraud prevention purposes.

6. SUSPENSION, CANCELLATION AND VARIATIONS

- 6.1 We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.
- 6.2 You may cancel the Service at any time by giving us notice in writing. You will not be required to pay any Break Fee but you must pay for the Service up to the end of the notice period. You must cease using the Web Accelerator Software and any other Software.
- 6.3 You may vary the Service by:

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- (a) completing and submitting a new online application form located on our Toolbox plan change web page or by telephoning Customer Support and asking a customer representative to complete the application form on your behalf; and
 - (b) paying the revised charges for the varied Service (if any) from the date of completion of the variation in accordance with the Pricing Schedule.
- 6.4 If you vary your Service or Pricing Plan by using the online Toolbox plan change web page referred to in clause 6.3(a), you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 6.5 We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the previous 30 days will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of determining whether Excess Usage Charges are payable.

7. CUSTOMER SUPPORT

- 7.1 If you experience a fault with the Service, require support with your connection to the Service or have any questions relating to it you can contact Customer Support by telephoning support or emailing your inquiry to our support team.
- 7.2 We will use reasonable endeavours to rectify the fault within 82 working hours after you report a fault to us in accordance with clause 7.1. However, depending on the nature of the fault, rectification may take longer. We will provide customer support for your connection to the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection or configuring of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to our Dialup Network.
- 7.3 We do not provide support for software not supplied by us, including software Downloaded from the Internet.
- 7.4 We provide the warranty periods specified in the Warranty Information Statement at no extra cost, with equipment we supply to you. The warranty periods do not apply where you have supplied your own Dialup Modem or other equipment.

8. YOUR ACKNOWLEDGEMENTS

- 8.1 You acknowledge that:
- (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by us and we are not responsible for any defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited material accessed or received by you; and
 - (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (A) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;

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- (B) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which we may store as part of the Service;
- (C) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
- (D) any charges which a third party may impose on you in connection with your use of the Service.

9. DEFINITIONS AND INTERPRETATION

9.1 In this Service Description:

Additional User means a person (other than you) whom you nominate and authorise to use the Service.

Data Usage Allowance means the amount of data that is provided in accordance with the Pricing Plan selected by you in your Application.

Dialup means a telephone connection in a system of many lines shared by many users. A dialup connection is established and maintained for limited time duration, at speeds no greater than 56kpbs.

Dialup Modem means an approved Dialup modem.

Downtime means periods of unavailability or limited availability of Internet Access.

Excess Usage means Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Excess Usage Charges means the fees payable for Usage over and above the Data Usage Allowance or the Time Usage Allowance.

Filtering Software means Internet filtering software approved for use under the IIA Codes.

IIA Codes means the Internet Industry Codes of Practice registered under the Broadcasting Services Act 1992. (see <http://www.iaa.net.au>)

Pricing Plan means a pricing plan for the Service identified in our Pricing Schedule.

iTunes Content means music, music videos, audiobooks, iPod games, Pixar short films available on the iTunes Store (Australia).

Monthly Service Fees means the monthly fee due to us from you for the Service, excluding Set-up Fees, Usage Fees and Excess Usage Charges.

Monthly Usage Allowance means Data Usage Allowance and/or Time Usage Allowance.

Network Boundary means the network boundary point as determined under section 22 of the *Telecommunications Act 1997* (Cth).

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Software means the Web Accelerator Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the following minimum computer hardware and operating systems software required for installation and customer support:

- (a) Windows 95/98/NT/2000: Pentium 100, 32 Mb of RAM, 100Mb of free disk space, SVGA 800x600, 33.6k Modem. Recommended Pentium 200 MMX, 64Mb of RAM, 200Mb of free disk space, SVGA, 102x768 & sound card, 56k Modem;
- (b) Macintosh: 608040 CPU or Power PC, OS 7.6, 16Mb of RAM, 100Mb of free disk space, 33.6k Modem. Recommended 604e or G3 Power PC, OS 8.5, 64Mb of RAM, 100Mb of free disk space, 56k Modem.

Time Usage Allowance means the amount of time that is provided in accordance with the Pricing Plan selected by you in your Application.

Traffic means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the Internet then you are using Traffic. The Service option you select will determine how your Traffic with us is calculated and billed.

Upload or Upstream means data that is outbound (i.e. outgoing from your modem or Internet connection device).

Usage means the amount of time generated or data Downloaded by your Internet access.

Usage Charges means the fees payable for Usage of the Service.

Web Accelerator Software means software which provides increased data transmission speeds of up to 5 times faster than standard Dialup.

9.2 Unless otherwise stated, a reference to a clause is to a clause in this Service Description.