

## CONDITIONS OF SERVICE - DSL SERVICES

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### 1. ABOUT

These terms are product specific terms which apply to our DSL Services.

### 2. APPLICATION

We will supply the DSL Services to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at [www.adam.com.au/legal](http://www.adam.com.au/legal). To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

### 3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in these Conditions of Service, the following definitions apply, unless the context requires otherwise.

<b>AdamDirect Enabled Exchange</b>	means any exchange that has the capability for us to provide the AdamDirect Internet Service (such exchanges are set out on our website).
<b>Agreement or our Agreement</b>	means the agreement between you and us for the DSL Services, comprising the terms stated in your Application Form, the Standard Form of Agreement, these Conditions of Service and Schedule of Charges.
<b>DSL Service</b>	means the broadband technology being the digital subscriber line service provided to you by us for delivering your DSL Service Plan.
<b>DSL Service Plan</b>	means the DSL Service Plan selected by you in your Application.
<b>Internet Service</b>	means the Internet connectivity service which is provided to you by us on the terms and conditions set out in our agreement in relation to such service.
<b>Lead In</b>	means the wire that connects your premises to the carrier network.
<b>Minimum Term</b>	means the minimum term (if any) specified in your DSL Service Plan.
<b>Naked DSL</b>	means an Internet service provided through the use of Unbundled Local Loop (ULL).

<b>Network Prioritisation</b>	means that the provision of Services will occur across our Network in a prioritised order, such order to be determined by us in our sole discretion.
<b>Off-Peak</b>	means any downloads between the hours of midnight and 8am.
<b>Our Network</b>	means the infrastructure used and maintained by us to provide you with your Service. Our Network does not include the computer networks that make up the Internet.
<b>Peak</b>	means any downloads between the hours of 8am and midnight.
<b>Port</b>	means the provision of a physical connection into Our Network that is dedicated solely for the use and delivery of your DSL Service Plan.
<b>PSTN</b>	means the Public Switched Telephone Network, the standard telephone system which consists of interconnected public telephone networks designed primarily for voice traffic and primarily owned by Telstra Corporation Limited
<b>Rapid Transfer</b>	means the transfer of a DSL service from one DSL service provider to another.
<b>Shaped Services or Shaping</b>	means the controlled reduction in speed of a DSL service.
<b>Single Service Transfer</b>	means the transfer of a Spectrum Sharing Service (eg AdamDirect) service from one DSL service provider to another.
<b>we, our or us</b>	means Adam Internet Pty Ltd.
<b>you or your</b>	means the current account holder for the DSL Service.

#### 4. COMMENCEMENT OF DSL SERVICE

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement (**'Term'**).

#### 5. DSL SERVICE CONDITIONS

- 5.1 During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide to you the DSL Service in accordance with the DSL Service Plan you have selected in your application including the contract term.
- 5.2 In order for us to provide you with your DSL Service (excluding Naked DSL) you require a standard PSTN line on the Telstra Wholesale network within SA or NT with any telephony provider, except for any phone plan (which includes without limitation Telstra HomeLine Budget) which precludes the provision of our DSL Service.

- 5.3 The connection, configuration and installation of any customer equipment or other items required for the DSL Service which are not a part of our Agreement will be at your sole responsibility and cost.

## 6. LIMITATIONS OF DSL SERVICE

- 6.1 You acknowledge that:

- (a) the DSL Service may be unavailable on some lines due to the presence of 'technology blockers' such as 'matching transformers', 'pair gain', 'ANT1' or 'RIMS' systems or excessive transmission loss;
- (b) there may be a wait for an available Port and if this is the case with you, your application will be placed in an 'on Hold' status until a Port becomes available. You may at this time exercise your right to request that your Application for DSL Service be withdrawn, provided that if the Port has become available (notwithstanding that your DSL Service may not have yet commenced) your Application is deemed to be accepted by us and at that point in time is considered a binding contract;
- (c) there may be a minor disruption to the standard telephone service to which the DSL Services will be connected during DSL provisioning;
- (d) certain incompatible telephony products may not be available to you;
- (e) we do not warrant, and have not represented, that the DSL Service is or will be free of errors, defects or interruptions, nor that it will be available at all times. You acknowledge that there will be variations in capacity and quality of service and you acknowledge that regardless of any faults or interruptions, you are responsible to maintain your monthly commitments;
- (f) if a fault, error, defect or interruption to the DSL Service is caused by Equipment or the premises at which you nominate in your Application, then we will charge you a fee for service at the rate set out in our Schedule of Fees and Charges;
- (g) you will direct all services and performance enquiries related to the service to Adam Internet and not Telstra. Calls regarding the DSL service made to Telstra will incur a penalty charge as set out in our Schedule of Fees and Charges from Telstra to Adam Internet, which Adam Internet will pass on to you and which you agree to pay. Furthermore, prior to lodging a fault, Adam Internet will conduct a DSL fault checklist that you must confirm with us at lodgement. Should a fault be found to be related to this checklist (i.e. customer error) a fault lodgement fee as set out in our Schedule of Fees and Charges plus Telstra charges will apply;
- (h) no service level commitment is available with the DSL Service. Whilst we will act in your best interest to provide an effective service, no guarantee is offered in respect of the time to provision services, detect faults, or to repair or restore DSL Service which develop a fault;
- (i) the DSL Service may rely upon the operation of third party networks operated by third party carriers and third party services provided by other carriage service providers (such as your telephone network provider) and we are unable to guarantee the operation of or the use of the DSL Service through third party supplier networks or other third party carriers and carriage service providers. Any failure of the DSL Service caused by a third party network or third party service is

beyond our control, and we will not be responsible to, or liable to you, for any such failures;

- (j) at our sole discretion the service may be withdrawn due to 'network modernisation' which may lead to the removal of the continuous copper path between exchange DSL access equipment and your premises. Telstra may withdraw the service and in such circumstances Adam Internet may need to cancel the supplied service and any further contract commitments;
- (k) services associated with a telephone line that require dial tone to operate will not be available in conjunction with a Naked DSL service. It is your responsibility to ensure that alternative arrangements are made if necessary. If you have a standard telephone service, this will be disconnected during the activation of the Naked DSL service;
- (l) the DSL Service (excluding Naked DSL) is only available to you in conjunction with a telephone service which supports a DSL application. If for any reason your telephone service is suspended, terminated, transferred to another service provider or is otherwise unavailable, the DSL Service will also be suspended, terminated or otherwise unavailable. We exclude liability for the termination of your DSL Service or the inability to provide the DSL Service on the new line and you expressly acknowledge and agree that if your telephone service is terminated, suspended or unavailable for any reason whatsoever, you will be liable for and you agree to pay out the remaining term of your Agreement with us; and
- (m) we may:
  - (i) limit the performance of the DSL Service from time to time;
  - (ii) effect Network Prioritisation; and
  - (iii) cease or interrupt the service to troubleshoot or conduct maintenance or upgrade the network or infrastructure through which the DSL Service is provided.
  - (iv) update Our Network that may require you to update your Customer Equipment at your cost to continue to receive your DSL Service.

## **7. USE OF DSL SERVICES**

7.1 You expressly acknowledge and agree that:

- (a) your use of the DSL Services is subject to our Acceptable Use Policy;
- (b) upon reaching your allocated data allowance in accordance with your DSL Service Plan, we will implement Shaped Services. This Shaping will occur across our entire Network, based on Network Prioritisation;
- (c) any data supplied over and above the monthly data allowance in your DSL Service Plan shall be considered as 'free added value' and does not carry with it any monetary value nor an obligation to maintain, increase or otherwise define its scope, amount or duration. Any changes to the 'free added value' shall be notified via our Bi-Monthly Newsletter and the change effected 21 days later;

- (d) you must adopt appropriate measures to ensure the security of your account information, password and your data and advise us in a timely manner if you have reason to suspect that the DSL Service is being used contrary to our Agreement;
- (e) you warrant that you are the same end user acquiring a standard telephone service on the line to which your application for DSL Services relates or that you have obtained authority of the legal lessee of the standard telephone service and do so;
- (f) your DSL Service is not a portable service. Your DSL Service will be automatically cancelled if your telephone account is cancelled, you move to another location (even if you keep the same number) or you order a telephony service that is not DSL compatible. If any of these changes occur, a cancellation and / or reconnection fee as set out in the Schedule of Fees and Charges will apply;
- (g) notwithstanding clause 7.1 (f), if you require a new DSL Service where you relocate to another DSL capable line, we cannot guarantee reconnection unless your new location is within an area that is part of an AdamDirect Enabled Exchange. If your new location is capable of receiving an DSL Service, and there is an available Port, we will reconnect your DSL Service at that location, subject to you paying us a relocation fee as set out in the Schedule of Fees and Charges. For the avoidance of doubt, if you relocate to a location that is not part of an AdamDirect Enabled Exchange our Agreement, and your obligations including but not limited to your obligation to pay the Fees, will continue until the Term expires;
- (h) any stated transmission speeds for DSL Services refer to the maximum theoretical throughput speed under ideal conditions;
- (i) customers applying for Home ADSL 256k/64k, 512k/128k or 1500k/256k services will achieve these speeds. For customers applying for Home ADSL 8000k/384k, 8000k/384k is the maximum possible speed of this service. As the distance from the exchange increases, the speed will decrease accordingly. This decrease is affected by the quality of your phone line, including the internal wiring of your home. It is impossible for Adam Internet to determine the attainable speed prior to your service being active. As a general rule, we will only connect your service if your line will support a downstream speed of 1000k or better;
- (j) 24000k/1000k is the maximum possible speed of an AdamDirect or Naked DSL service, generally only a small percentage of customers will obtain download speeds above 20000k. As the distance from the exchange increases, the speed will decrease accordingly. This decrease is affected by the quality of your phone line, including the internal wiring of your house. It is impossible for Adam Internet to determine the attainable speed prior to your service being active. As a general rule, we will only connect your service if your line will support a downstream speed of 1500k or better. Based on a sample of existing AdamDirect customers, the average connection speed obtained is between 6000k/1000k and 8000k/1000k;
- (k) tools provided to you by us to check for DSL capability, monitor your usage or any other services that we may choose to provide you from time to time are a guide only and must not be relied upon as a commitment or authoritative in nature;

- (l) you acknowledge that should you default on your scheduled monthly payment, a late fee as detailed in our Schedule of Fees and Charges will be charged and if we are unable to secure a suitable payment, your service will be restricted without further notice;
- (m) should your account remain unpaid after 7 days your service will be suspended. Should your account remain unpaid after 28 days your service will be disconnected; and
- (n) Debt Recovery services will be used to recover any outstanding amount which will incur a fee as detailed in our Schedule of Fees and Charges. You acknowledge that you will be liable for any financial institution charges and collection fees, including but not limited to solicitors costs or fees associated with any collection agent appointed by Adam Internet.

## **8. NETWORK ACCESS AND TRANSFERS**

- 8.1 Where it is possible and within our span of DSL connectivity, we will connect you to our own DSL capability, AdamDirect. Where AdamDirect is not available, Adam Internet will use its existing Telstra capability to provide DSL Services to you.
- 8.2 We do not guarantee nor necessarily support 'Rapid Transfer' or 'Single Service Transfer' capabilities. If you have selected the Naked DSL Service Plan you will not have access to 'Rapid Transfer' or 'Single Service Transfer'.
- 8.3 If when available, you decide to exercise an option to 'Rapid Transfer' or 'Single Service Transfer' we, upon notice of this transfer from Telstra, take this as written notification of your wish to terminate our Agreement and any remaining Fees will be charged at this time.
- 8.4 If you have selected any DSL Service Plan, your connection will be subject to an early disconnection fee as set out in our Schedule of Fees and Charges if you terminate our Agreement within six (6) months of the commencement date.
- 8.5 Data is calculated monthly, in accordance with your DSL Service Plan. Peak, Off-Peak and Upload data are treated as separate entities and the allocated data allowance is calculated based on whichever is greater.
- 8.6 Adam Internet provides a 'value guarantee' that preserves your DSL value throughout the term of your contract. For an administration fee as detailed in our Schedule of Fees and Charges you may retain your current contract period but move to a plan of lesser than or equal to monetary value of your current plan. If in contract, you can change to a plan that is greater in monetary spend for free. If out of contract you can change up or down in spend free of charge provided that there is no change in speed required.
- 8.7 Adam Internet provides the ability to purchase ADSL Data Blocks to 'top-up' the data allowance of your DSL Service Plan. ADSL Data Blocks will expire at the end of the billing month they are purchased in and will not carry forward to the next month.
- 8.8 If you have selected a Naked DSL Service Plan and you do not currently have an active telephone service, an onsite appointment will be necessary for installation. You will be advised of the appointment date through email or SMS and will need to be at the premises on the day. If you are not at the premises during the appointment window, a Change of Appointment Fee will apply as set out in our Schedule of Fees and Charges.

- 8.8 If you have selected a Naked DSL Service Plan and your house does not currently have Lead In, Adam Internet will be unable to supply the service until Lead In is present. In addition, if the premises you are connecting to Naked DSL does not have an existing phone service for transfer, you may be liable for a Cut Over Fee as set out in our Schedule of Fees and Charges.

## **9. TERMINATION OF SERVICE**

In order to terminate your service you must provide written notice of this intent before the next billing cycle or 7 business days, whichever is greater. You will be responsible for all charges during this notice period. Any services provided by Adam Internet cannot be pro-rata nor are refundable. If you are in contract, your remaining contract commitment becomes payable at time of termination, as do any termination fees as detailed in our Schedule of Fees and Charges.

## **10. FEES**

We will charge you for DSL Services at the rates for the DSL Service Plan as set out in our Schedule of Fees and Charges.