

# IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

0014 PTY LTD ABN 52 093 810 149

## SUMMARY OF 0014 STANDARD FORM OF AGREEMENT INTERNET SERVICES

(version 201205)

This is a summary of 0014 Standard Form of Agreement Internet Services ("SFOA") containing the terms on which 0014 supplies Internet Services to Customers.

The SFOA:

- Is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- May be amended by 0014 from time to time in accordance with the Act and ACIF Consumer Contracts Code (where applicable);
- Does not apply if and to the extent otherwise agreed between 0014 and a Customer.

This summary is for information only; the SFOA itself has legal effect. Copies of the SFOA (and additional terms which apply to particular Services) are available on the 0014 website [www.0014.com.au](http://www.0014.com.au). Up to date copies of this summary are available from 0014 on request.

### SERVICE SCHEDULE

0014 supplies Internet Services under the Plan identified in the Customer's Application on the terms in the Service Schedule and the Core Terms, subject to the Consumer Contracts Code, where it applies.

#### Customer acknowledges:

- Internet Access depends on factors beyond 0014's control;
- 0014 has no control over the accuracy or appropriateness of any information on the Internet;
- 0014 is not responsible for any software or data on the Internet;
- unless agreed otherwise, Customer is responsible for the modem and other Equipment and for the standard telephone service or other connection to the Internet and for ensuring availability of access by a local or untimed call;
- Customer may lose its pre-existing email addresses;
- there is no carry forward or allowance for data transfer or time online entitlements unused in a period;
- all I.P. addresses remain the property of 0014;
- Customer must regularly check its 0014 inbox for email from 0014;
- advice provided by 0014 outside its direct responsibility is on a no liability basis;
- 0014 may use: "kilobyte (KB)"=1000 bytes, "megabyte (MB)"=1000 KB; "gigabyte (GB)"=1000 MB and like rounded numbers for multiples of bits;
- 0014 may cancel a secondary email address which has not been accessed for more than 90 days.

#### Customer must not:

- spread any virus, trojan or other harmful thing or engage in denial-of-service attacks or port scan;
- breach any law regulating Internet content or email;
- attempt to obtain access to or control of any other computer or network;
- contravene any privacy law or send spam mail;
- contravene 0014's Acceptable Use Policy;
- for a Residential Service, resell the Service, establish multiple connections or connect to a LAN (except where the Service is one specified as supporting a LAN).

#### For security, Customer should;

- avoid unexpected charges by regularly monitoring data usage (Customer statistics are available in Account Toolbox on 0014 website);
- protect its user identity, email address and password;
- exercise care in disclosing personal information (including credit card details) on the Internet;
- use current anti-virus software and firewall and keep current on Internet security issues;
- restrict access to Customer Equipment;
- be careful accepting emails or files from unknown sources;
- protect users from unsuitable Internet content;

- keep up to date on Internet security issues;
- be aware that premium rate “190” and international “0011” telephone call charges can be incurred inadvertently when accessing certain Internet sites.

### **Early Cancellation**

If a Plan does not have a fixed Minimum Term, either party can terminate with effect from the end of the current month without additional charge.

The Consumer Contracts Code gives Customer the right to terminate an Agreement with a Minimum Term early in limited circumstances. In all other cases, 0014’s policy is that cancellation will not be permitted during a Minimum Term unless Customer satisfies it that special circumstances apply. If 0014 in its absolute discretion agrees to early termination, the following clauses apply.

If a Plan has a fixed Minimum Term, and before the end of the Minimum Term, the Service is terminated by the Customer or by reason of a breach by the Customer, Customer is liable to pay additional charges, specified in the Plan, to compensate 0014 for its loss and expense.

If the Consumer Contracts Code applies:

- amounts charged for breach or early cancellation will not exceed a reasonable estimate of Primus’ loss
- if early cancellation is pursuant to an offer of early release under the Consumer Contracts Code Customer must only pay (a) usage or network access Charges up to the end of the contract and (b) outstanding installation costs and (c) outstanding costs of equipment that can be used with another service provider.

### **Prepaid Internet Services (not offered by 0014 at present)**

- Unless topped-up, will expire (and email addresses cancelled) when specified usage level is reached or at the end of the validity period or use-by date (whichever is earliest) specified in prepaid kit or at time of top-up;
- Will also be subject to any terms specified in the Prepaid kit;
- Unused hours will not be carried forward and will not be the subject of a refund;
- Queries or complaints re a Prepaid kit to be directed to merchant who sold the kit (or, if the ACIF Complaint Handling Code applies, to 0014).

### **ADSL (and other xDSL) Internet Access Services (not offered by 0014 at present)**

- Not available in all areas or to all telephones. Some areas will be subject to an additional regional charge;
- Commencement date of service may be delayed by factors beyond 0014’s control;
- Depending on the nature of the Customer equipment additional charges may apply;
- May be incompatible with some other services;
- ‘Inclusive Data’ is amount of data, which can be downloaded in a month without incurring ‘Excess MB’ charges;
- ‘Excess MB’ charge applies for amounts of data in excess of the ‘Inclusive Data’ allowance, downloaded in any month;
- Data transmission speeds are shown as downstream/upstream speeds e.g. 256/64 represents 256kbps downstream/64kbps upstream;
- Approximately once every 24 hours, connection will be interrupted for approximately 30 seconds for a billing record update;
- If the Customer requests 0014 to relocate the Service (and produces to 0014 telephone bills for both the old and new Site) then if 0014 is able to relocate the Service, it may charge a relocation fee if one has been specified by 0014 (plus the cost of any necessary additional Equipment and installation charges);
- If 0014 is unable to relocate the Service, 0014 will release the Customer, subject to payment of all charges up to the date of release, plus if that is within the first 6 months of the Minimum Term, a cancellation fee if one has been specified by 0014.
- If a Service is suspended or disconnected because of anything for which the Customer is responsible (e.g. late payment of account or interruption to Customer’s telephone service) 0014 may, subject to the Consumer Contracts Code, treat it as an early cancellation (as above).

### **Virtual Web Site Hosting, Email Virus Protection and Email Spam Protection, iSpeed**

- Not offered by 0014 at present

### **CORE TERMS**

**TRANSFER OF SERVICES** Where applicable, 0014 is authorised to transfer accounts and services from an existing service provider. Customer remains responsible for amounts charged by any existing provider.

**CHARGES** Subject to Consumer Contracts Code (where applicable) and any agreement to the contrary, Charges may be varied by 0014. Current rates of Charges may be viewed on 0014 website or obtained from 0014. Where Consumer Contracts Code applies and contract has fixed term, Primus will give 21 days notice of increases including offer of early penalty-free release from contract – limited exceptions apply.

**INVOICES AND PAYMENT** Invoices may be in paper, email, on-line or other electronic format or may if it is so agreed not be issued at all for certain Services. Payment is to be made within the time and in the manner (which may be by direct debit from a credit card, bank or other account or otherwise) stated in the Application. 0014 policy is not to late bill by more than 190 days charges covered by the ACIF Billing Code.

Customer is responsible for payment of Charges arising out of the use of a Service by any person, with or without Customer's consent.

If Charges are not stated to be GST inclusive, Customer must also pay GST.

If Customer does not pay an Invoice within 14 days, 0014 reserves the right to charge a late payment fee, not exceeding \$15, including GST. 0014 may also charge penalty interest under Interest Rates Act 1983 (Victoria) and may suspend or terminate a Service. Suspension or termination will be in accordance with Consumer Contracts Code and / or ACIF Credit Management Code (where they apply).

**PRIVACY** 0014 Privacy Policy and Statement are available on 0014 website [www.0014.com.au](http://www.0014.com.au). Please see that document for all privacy information.

**EQUIPMENT** (if any is supplied) 0014 retains ownership of all the 0014 Equipment (except any which is sold to the Customer).

Title to Equipment that is sold to Customer will remain with 0014 until payment in full of the purchase price.

Risk in Equipment will be with the Customer from the time of its delivery to a Site.

### **CUSTOMER OBLIGATIONS**

- Customer will use a Service only for the purposes and subject to conditions specified by 0014.
- Customer will provide 0014 access to each Site and all the Equipment.
- Customer will use only Customer Equipment approved by 0014.
- Customer will not, unless 0014 agrees, resupply a Service. Customer will ensure that no other person using a Service does anything that would be a breach of the SFOA.
- Customer will not use a Service to distribute material or do anything else that is offensive or illegal or which may give rise to legal liability, for 0014 or Customer or anyone else.
- Customer will comply with conditions imposed by any third party service provider ("Other Supplier").
- No Other Supplier has legal responsibility to Customer in relation to the Services.

**FAULTS** 0014 has a telephone fault reporting service for Internet Services. 0014 will use reasonable endeavours to correct faults for which it is responsible. Customer is responsible for Customer Equipment.

**TERMINATION** Unless a minimum term or fixed period is applicable, either 0014 or Customer may terminate Residential Services at any time; and may terminate any other Service on not less than 30 days notice.

0014 may terminate or may suspend a Service if the Customer dies, becomes insolvent, breaches the SFOA, ceases to use a Service or if it is necessary to maintain, repair or protect the network or any Equipment.

Where Consumer Contracts Code applies:

- Primus will always give at least 30 days' notice of termination for its own convenience.
- Refund of unused credits may apply.
- Suspension or termination will be in accordance with Code and / or ACIF Credit Management Code (where it applies).

**WARRANTIES** 0014 gives the warranties that it is required to give by law, under the Trade Practices Act and consumer legislation. In the case of goods, 0014 will provide you with the same warranty on any goods it supplies as the manufacturer / importer provides for those goods. Subject to those warranties and to any specific warranties 0014 does not warrant that any Service will be continuous or fault free or suitable for any application that needs continuous fault free service.

**CUSTOMER SERVICE GUARANTEE (CSG)** does not apply to Internet Services.

**LIMITATION OF LIABILITY** 0014 accepts liability imposed by Consumer Legislation, but where it is lawful to do so, 0014 limits that liability: if a claim relates to goods, to repair or replacement of the goods or payment of the cost of having the goods replaced; and if a claim relates to services, to supplying the services again or payment of the cost of having the services supplied again.

Subject to Consumer Legislation, if it is applicable, the total liability of 0014 to Customer is limited to \$20,000.00 and 0014 is not liable for any indirect, secondary or consequential loss or damage, including loss of profits or anticipated savings or loss of opportunity.

**VARIATION** Subject to the Act and any specific agreement to the contrary, 0014 may vary the terms relating to a Service, including the SFOA. 0014 will notify Customer of variations by newspaper advertisement or by notice in writing (included with an invoice or otherwise), by notice on its website, or in other manner authorised by the Act. Customer consents to 0014 sending to it by email notices about this SFOA and other matters. Where Consumer Contracts Code applies and contract has fixed term, Primus will give 21 days notice of changes in features, characteristics or Charges of Service, including offer of early penalty-free release from contract – limited exceptions apply.

**COMPLAINTS** 0014 aims to resolve Customer complaints quickly, efficiently and effectively and has a complaint handling policy in place. Contact 1 300 85 44 12

**TELECOMMUNICATIONS INDUSTRY OMBUDSMAN** is available as a last resort to resolve disputes that cannot be resolved with 0014. The Office of Fair Trading in each State or Territory may also investigate consumer complaints about telecommunications services.

**IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY AND REQUIRE ASSISTANCE TO READ OR UNDERSTAND THIS SUMMARY OR NEED A LARGE PRINT COPY PLEASE CONTACT 0014 CUSTOMER SERVICE ON 1300 85 44 12.**