

# Standard Terms & Conditions

## I. Introduction:

- A. Click, or “WE” means Click Broadband ABN 34 002 600 876
- B. Our website is at [www.clickbroadband.com.au](http://www.clickbroadband.com.au)
- C. Our postal address is at PO Box 107 Chatswood NSW 2057
- D. Our customer service number is 1300 254 255

## II. Our Partnership with You:

- A. This agreement is binding once we have accepted your request for a service. The application may be made over the phone, or by completing an online ordering process or a physical order form. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.
- B. This agreement will be made up of:
  - 1. Your application;
  - 2. The service Critical Information Summary;
  - 3. These Standard Terms and Conditions; and
  - 4. Any document provided relating to the service during the application process.
- C. If there are any discrepancy concerning any part of this agreement, the discrepancy will be resolved according to the following order of priority:
  - 1. The service Critical Information Summary;
  - 2. These Standard Terms and Conditions; and
  - 3. Your application.

## III. Period of Our Agreement:

- A. This agreement starts when your application is accepted by us.
- B. For service on month to month basis, this agreement will continue until you or we cancel the service. You must give us 30 days’ notice of your intention to cancel your service.
- C. For fixed period contracts, this agreement will continue on month to month basis until you or we cancel the service at the end of your fixed contract term.
- D. . If you do not wish to continue this agreement on a month to month basis after the end of your fixed contract term, you must give us 30 days’ notice of your intention to cancel your service.
- E. You can cancel any add on service such as VOIP without cancellation fee.

## IV. Changes on Our Agreement:

- A. We may modify our agreement in the following circumstances:
  - 1. Where you agree to change;
  - 2. Where the change will not adversely affect you and, before the changes take effect, we have given you notice of the change;

3. Where the change is in relation to call rates which we may change without prior notice.
  4. Where the change is to introduce or vary a fee or charge to pass on tax or levy imposed by law which we may change without prior notice;
  5. Where the change is to introduce or to vary a charge associated with a content or premium service where we rely on a third party for the service and the third party increases its price to us, which we may change without prior notice;
  6. If the agreement is a fixed period contract and the change is adverse to you, and we provide you not less than 7 days' notice of the change.
- B. We may withdraw any plans/packages any time by giving you notice but such withdrawals will only take effect from the end of your current fixed-period contract.
- C. Notice of a change on our agreement may be given by us:
1. By email to your nominated account email address,
  2. With or as part of the monthly invoice, or
  3. In writing, including fax or mail.
- D. Changes to these Standard Terms or a service description will be made available online and you are encouraged to check our website regularly.

### V. Your Application:

- A. You attest to, and understand that:
1. The personal information you have provided is true and accurate; and you may be required to provide documents to substantiate your attestation;
  2. It is a criminal offence under the Crimes Act 1914 to deliberately make false or misleading statements.
  3. You're at least 18 years of age.
- B. Your application for a service may be refused by us in the following circumstances:
1. Where there is a technical limitation to our ability to deliver you the service, including where there are network capacity constraints;
  2. Where you have not accomplished an application process correctly or have been unwilling to provide us with a document or information we require;
  3. Where you do not meet our credit assessment criteria.
- C. By applying for a service, you authorise us to communicate with credit referencing bodies/associations about your credit history and in so doing to provide them with the details that you have provided to us. We may do this from time to time during the term of the agreement.
- D. We may put on restrictions to a service where you have not met our credit assessment criteria. We will inform you of the general nature of the reasons for these restrictions and, if applicable, how you may access services which have been restricted.

### VI. Your Private Information:

- A. As part of your application and in connection with the provision of service to you, we may obtain your private information from you.
- B. Click is required by law to collect certain personal information about you, including your name, address and telephone service number to provide it to the operator of the Independent Public Numbering Database (IPND). Data in the IPND is used to develop directories and to assist emergency service organisations.
- C. We use our best endeavors to act in accordance with a privacy policy which is accessible on our website or by communicating with us. This policy governs the data we collect on you, how we use it and your rights to access it. You permit us to collect and disclose your personal information including any unlisted telephone number and address from or to:
  - 1. any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act (1988) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, or notifying a default by you;
  - 2. Any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
  - 3. To conduct ongoing credit management of your account;
  - 4. any of our shareholders, related entities, suppliers, agents or professional advisers for reporting, accounting, product supply and service, marketing and audit purposes;
  - 5. Any upstream supplier to us to use the information for any purposes connected with the service or your use of the service; and
  - 6. Any person you authorized to speak on your behalf.
- D. From time to time we will update you on our services, news, promotions and offers including those from related or affiliated organisations. You consent to us contacting you at any time (including after you have terminated the agreement), for this purpose through any available contact methods. You can withdraw your consent at any time by contacting us.

### VII. Minimum Contract Period:

- A. The minimum contract period is the minimum fixed period during which you must acquire the service. The minimum contract period may be specified in your application or in the plan. The minimum contract period commences when the service is activated.
- B. If, during the minimum contract period, you cancel the service or we cancel the service because of your default, you may be liable to pay an early termination charge which is either set out in the plan brochure, CIS, or in the service description.
- C. Once the Minimum Contract Period is over, your service will continue on month to month basis automatically and you will continue to be charged for the service, until such time as you or we cancel the service by giving 30 days notice.

### VIII. Usage:

- A. You accept that charges will be incurred when the service is used. It is therefore significant that you take steps to warrant that such usage does not occur without your authorisation.
- B. You should ensure that you are in control of devices that might make use of your services, such as computers, handsets, mobile phones, and wireless devices connected to your service and that third parties cannot access or use such equipment without your consent.
- C. You acknowledge that usage of some services can occur because of an infection of your computer with a virus or due to other unauthorised third party intrusions.
- D. You should ensure that you have appropriate protection systems operating on YOUR equipment to restrict or limit the possibility of unauthorised usage
- E. Since we are not able to control access or usage of your handsets and other equipment, you are accountable for all usage charges in respect of the use of the service, whether or not such usage was authorised by you, unless the usage was caused by a mistake by us.
- F. You understand that we are not responsible for any loss incurred by you because of faults and/or failures within a third party carrier's network infrastructure.
- G. While we will use our best undertakings in providing the service, you use it at your own risk. Even if you allow another person to use your service, you are solely responsible for its use including:
  1. The calls made;
  2. The sites and content accessed;
  3. The content or software downloaded and the effect it may have on your equipment or service;
  4. The products and services purchased;
  5. The information provided to others;
  6. The installation or use of any equipment or software whether provided by us or not;
  7. The modification of any settings or data on your service or related services or equipment whether instructed by us or not;
  8. The personal supervision of any users under the age of 18 who use the service; and
  9. The lawfulness of your activities when using the service and accessing any sites and third party content.
- H. The service is delivered to you on the basis that it is used only for approved purposes. In particular you must:
  1. Not use the service in any manner involving illegal, malicious, deceptive or misleading activity;
  2. Not breach any standards, content requirements or codes set out by any relevant authority or industry body;

3. Not use the service in any way which interferes with the operations of the service network, anyone else's enjoyment of their service or which upsets or offends any person;
  4. Not use the service for commercial purposes or in any way distribute or resell the service without our written permission;
  5. Obey all laws, regulations, guidelines and our reasonable instructions concerning your use of the service;
  6. Provide us all information and cooperation that we may need in relation to the service; and
  7. Inform us of changes in your personal information such as account details, debit or credit card details and expiry dates and billing and service addresses.
- I. You must not use the service in a way which contravenes any fair use policy, acceptable use policy or fair go policy that applies to the service.
- J. We may restrict or terminate, with or without notice, Your service if, in Click's reasonable opinion, the service has been directly or indirectly involved in activities that are harmful to our internet service or jeopardise the use of our service or its performance for other customers or how the wider community will perceive Click Broadband. Such activities include, but are not limited to:
1. Forwarding spammed e-mail to other Internet user's e-mail addresses;
  2. Being listed or causing the listing of us or our other customers on any real-time blacklist;
  3. Use of bulk e-mail programs to unsolicited recipients making commercial advertising, informational announcements, charity requests, petitions for signatures, chain letters and political or religious messages;
  4. Illegally downloading movies or other media file that has a copyright;
  5. Service has been used in offensive and/or illegal activities under State and/or Commonwealth laws. This includes the dissemination of banned pornographic material and other illegal content. In such cases, the relevant law enforcement agency(ies) will be notified, and offending material(s) may be passed on to them
- K. In any of the above situations, if we choose to proceed without giving notice, we will firstly only suspend the service and will provide you notice of the suspension having transpired and the grounds on which the suspension was made. We will rationally consider any evidence or submissions you may provide to US to show that the service was not used for the activity. If we are contented that the service was not used for the activity, we will restore the service as soon as possible. If we are not so satisfied, we will terminate the service by giving notice.

- L. You must not use the service in a way or post to or transmit to or via the service any material which interferes with other users or defames, harasses, threatens, menaces, offends or confines any person or which inhibits any other customer from using or enjoying the service. You must not use the service to send unsolicited electronic mail messages to anyone. You must not try any of these acts or allow another person to do any of these acts.
- M. We randomly monitor high usage and at our discretion and we may pose a high usage alert at any point in time. If we deem your usage as high, we may suspend or restrict the service (or any part of the service) until you pay either the next invoice we send you or you pay an agreed amount of monies toward the un-invoiced charges.
- N. We may inspect any misuse of the service by you, in conjunction with relevant law enforcement agencies. If your use of the service results in loss to other users or us, you may be liable to pay compensation.
- O. Credit Limit refers to the maximum amount of credit Click Broadband extends to you. Credit limit is a sum of your current unpaid account balance (+) total unbilled usage. Initial credit limit applied to accounts are as follows
  - NBN Standalone: \$120
  - NBN + Voice: \$150
  - ADSL Standalone: \$120
  - ADSL Bundle: \$150

We will send usage alerts via SMS and emails once you've reached approximately: 50% and 80%. If you exceed your credit limit, Click Broadband will deduct the amount by using direct debit facility. If the payment gets rejected your service may be suspended until account balance has been reset.

### IX. Your Phone Service:

- A. If you do not already have a phone number for your phone for use with the service, we will issue you a phone number. For Public Switch Telephone Network service (PSTN), if there is no available phone line in your premise, you will be charged telephone line connection fee which may be charged during point of sale or on your first bill.
- B. All phone numbers are selected, issued and used by us in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (numbering regulations).
- C. We may be required to recover or recover and replace a phone number we have issued to you in order for us to comply with the numbering regulations. We will give you as much notice as is reasonably practicable if we have to do this.
- D. You may request a new phone number. If we agree to issue you a new phone number, you may have to pay a charge.
- E. If you need a new phone number because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new phone number free of charge on the first two occasions. You will have to pay a charge for any further phone number changes.
- F. Your right to use the phone number ends if you no longer obtain the service unless you port the phone number.
- G. You may transfer your service number to another carrier or service provider. If you do so you acknowledge and understand that:
  - 1. Charges may apply as a consequence of a transfer from US to another carrier or service provider;
  - 2. Any outstanding fees and charges which remain are YOUR responsibility;
  - 3. The transfer may result in disconnection of any related services such as Voicemail, paging and data services, silent numbers, priority assistance or other enhanced services;
  - 4. It is your responsibility to ensure that any equipment or software used by you in connection with your service works with your new carrier or service provider.
- H. In the event that you transfer from us prior to the expiration of the minimum term of your plan, you will be liable for any outstanding fees and charges including plan payout and plan cancellation fees.
- I. If you stop obtaining the service and do not port the phone number, we may issue the phone number to another customer in accordance with the numbering regulations.
- J. If your service is disconnected or transferred from us you must pay us all outstanding amounts under the agreement. Once we have received payment, we will refund to you any amount(s), which we may still hold. If we are unable to refund monies owed within 12 months of your disconnection we will retain the funds, which you agree to forfeit to US.
- K. If your phone service has preselection with other provider you may be charged different line rental fee. You must port all calls to Click to avoid this.

- L. Porting arrangements have not been established with all carriers. Accordingly, it may not be possible to port a number to the service or away from the service.
- M. If the porting of numbers to the service or from the service is likely, the following provisions apply:
  - 1. The ability to port a number into and out of the service is subject to availability and technical and commercial considerations.
  - 2. The porting of your number will be conducted in accordance with the relevant Communications Alliance codes.
  - 3. You may port your number if it is declared portable in accordance with the porting requirements administered by the ACMA and no exemption from such obligations has been granted.
  - 4. If you have ported your number from another service provider and the service is subsequently terminated or you terminate the service without reconnecting to another service provider, you will no longer have the right to use that number. Similarly, if you port your number from us to another service provider and are then disconnected you will no longer have the right to use the number.
  - 5. In order to port your number to us, you may be asked to complete and sign a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and will pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any number to us which you authorise us to port but which number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.
  - 6. Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. We are not liable for these charges.
  - 7. When porting your number out to another carrier, there may be charges payable to Click for porting and other costs and obligations such as early termination fees and service and call charges that have not already been paid.
  - 8. During the process of porting the number from another supplier's network to Click there may be a period when the service is interrupted.
- N. If you avail our bundled service of PSTN and ADSL, we will first connect your PSTN before we are able to connect your ADSL. For any reason that we are unable to connect your ADSL service, you are still liable to pay all charges incurred for connecting your PSTN line. If you are on fixed term service, you will need to inform us if you wish to terminate the contract right after you have been advised that we are unable to connect you ADSL to avoid early termination fee (ETF), or you will be automatically be on stand-alone PSTN minimum contract.
- O. You can only avail our Voice over IP (VOIP) service if you have an active NBN service with us. We cannot provide stand-alone VOIP service.

- P. Certain Special Service calls cannot be made over our VOIP service:
1. (1221) International Faults & Service Difficulties
  2. (1222) Call costs and enquiries (national & international) service
  3. (1234) Sensis
  4. (125 xx), (125 xxx), (125 xxxx) Operator service
  5. (012) and (013) Operator service
  6. (124xx), (124 xxx), (124 xxxx) Operator service
  7. (12711) Pre-selection verification service
  8. (1345 xxxx) service
  9. (19xx xxx xxx) Premium rate service
- Q. When you dial '000' from the Click VOIP Service, you will be connected to Emergency Services. It is imperative that you understand that the Click VOIP service cannot be utilised if there is a power outage, when your internet connection is interrupted or if the hardware you are using to access the service is in any way flawed. We recommend that you have an alternative telecommunications service such as a cellular, fixed line or satellite telephone connection to contact Emergency Services in the event of the unforeseen.
- R. Making and receiving calls with Click VOIP service are classified as uploads and download with your internet service.
- S. At the default codec (G.729 codec or 8kbps) the VOIP use an average of approximately 200 – 300 KB per min. higher rate codec's will increase the data usage of using the Click service.

### **X. Your Internet Service:**

- A. We do not guarantee provision of service to every applicant. The service is only available to addresses within relevant network coverage area where there is available infrastructure to provision the service. There must be available at the service delivery address a suitable copper pair. Not all copper pairs are suitable.
- B. The connection speed of the Service will be high speed broadband delivered using ADSL2+ or VDSL technology. We cannot guarantee that you will achieve maximum ADSL2+ or VDSL connection speeds as specified in the plan details. The speeds for the service can vary substantially due to many factors.
- C. The service will be supplied under a plan which you select at the time of application for the service.
- D. Business plans are available only to customers who provide a valid ABN on application.
- E. For ADSL, ADSL2 or ADSL2+, during the application process, you may be asked to nominate an existing standard telephone service number which is operational at the service delivery address. You warrant that you are the legal renter of the telephone line provided or are authorised by the legal renter to consent to the installation of the service.
- F. If your ADSL is deemed as regional you may be charged connection or churn fee.

- G. We are not able to provide NBN service if you are registered as a priority assistance customer.
- H. We can only supply you with an NBN Service if and for as long as your service address is serviced by the NBN.
- I. After you switch to an NBN Service, you may not be able to access or switch back to non-NBN Services at that service address.
- J. We may provide information about you to NBN:
  - 1. To facilitate the provision of an NBN Service to you;
  - 2. To enable NBN to carry out its role and responsibilities or exercise its rights;
  - 3. As specified in our privacy policy; or
  - 4. As otherwise required or permitted by law.
- K. We may invoice the connection charge in full in advance when you sign up for an NBN Service.
- L. If we invoice the connection charge by monthly installments, the unpaid balance of the connection charge can be included in an Early Termination Fee if the service terminates before the end of your minimum or fixed term.
- M. If you do not own the premises at your Service Address:
  - 1. You must obtain the owner's approval for connection to the NBN and the location of any associated equipment at the Service Address; and
  - 2. Whether or not you and the owner share the costs of connection is up to you and them; we will invoice you, and you must pay the invoice and recover any agreed contribution from the owner.
- N. Connection may be withdrawn if:
  - 1. A third party has given approval for the installation of an NBN Service at your Service Address; and
  - 2. That approval is withdrawn before the installation is completed. You must notify us immediately.
- O. NBN is an independent entity, responsible for installing all NBN Equipment.
- P. Our role is to request installation on your behalf. NBN manages and controls the process and its timing after that.
- Q. You must provide us and NBN with reasonable assistance to allow complete installation.
- R. If reasonably requested, be present personally or by an authorised adult representative during installation.
- S. You must give us or NBN access to:
  - 1. Enable the supply of an ADSL or NBN service to you.
  - 2. Perform any work on or in relation to the service, equipment, our network, or, where lawful, a third party's network whether or not associated with the supply of an ADSL or NBN service.
  - 3. Enable NBN to exercise its rights under or comply with the NBN Wholesale Broadband Agreement.

- T. NBN will determine its preferred position for an NBN Connection Box.
- U. You may request for a different location of NBN box. NBN will determine whether it can or will comply and if it does comply, it may deem your installation to be non-Standard, and additional costs may apply.
- V. If you order an FTTB Service and your Service Address is not FTTB-ready
  - 1. NBN will require access to the premises including its telecommunications infrastructure to make the premises FTTB-ready.
  - 2. You must arrange that access with your building management.
- W. ADSL or NBN technician may offer you a choice of appointment times through us, but we do not manage their schedule.
- X. We rely on our ADSL carrier or NBN to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.
- Y. Subject to the Consumer Guarantees:
  - 1. We do not promise that technician will keep its appointments; and
  - 2. We exclude liability for any loss or inconvenience you may suffer if it does not.
- Z. If you miss an installation appointment, you may be charged a missed appointment fee.
- AA. For re-scheduling appointment, if you do not give us as much notice as possible (and at least one clear Business Day's notice) that you need to reschedule an installation appointment, you may be charged a late cancellation fee. If technician requests or agrees, they may reschedule an appointment directly with you.
- BB. Normal operation of ADSL or NBN Services requires the availability of mains power, which you must provide and maintain at your own cost
- CC. For an NBN FTTP Service or an NBN Fixed Wireless Service, you must provide an unobstructed double power point located within 3 metres of the NBN Connection Box.
- DD. For an NBN FTTP Service, you may ask NBN to supply and install a back-up battery and power supply unit with the NBN Connection Box for an extra charge.
- EE. The back-up battery (for NBN FTTP):
  - 1. For a limited time – will allow you to make voice calls using the UNI-V (voice) port of the NBN Connection Box using a suitable handset connected to that port
  - 2. Will not supply power to the UNI-D (data) port of the Connection Box; and
  - 3. Will not supply power to devices that require their own power supply eg modems and cordless phones. Unless you make your own arrangements to supply these with a back-up power system, they will cease working during a power outage.
- FF. NBN publishes instructions on checking the condition and status of a back-up battery. If you have one, you must check it regularly in accordance with NBN's instructions.
- GG. An SLA (if any) for an NBN Service does not apply where the NBN Service is disrupted due to a power outage at the Service Address or to a flat or faulty back-up battery.
- HH. We will provide you unlimited DATA usage per month subject to fair use policy.
- II. If you use your own modem /router, we may not be able to assist you configure and troubleshoot the device.

## Standard Terms & Conditions

- JJ. The modem that we will provide is covered by 2 year warranty from date of purchase but may change in case we decided to provide a different brand.

### XI. Supplied Equipment:

- A. You accept risk in Equipment upon delivery.
- B. Under some of our packages, you will be provided with equipment without paying its full purchase price on delivery
- C. Equipment may be:
1. Free – we will cover the full cost.
  2. Amortised – you will be charged for the equipment in installment.
  3. Subsidised – we will cover part of the cost and pass the balance on to you either by cash or amortised payment.
- D. You may be charge delivery fee on top on the equipment fee.
- E. We or our Partners preserve title to Equipment:
1. For free equipment - until completion of the minimum term; and
  2. Until full payment for the device has been made.
- F. For free modem, to avoid modem fee of \$99.95, you must return it to us within 15 business days at your cost:
1. You're on month to month contract and you decided to cancel the service,
  2. You're on fixed term plan and you decided to cancel within the contract,
  3. You're on month to month contract and your service is cancelled by us (See clause XVI –E),
  4. You're on fixed term plan and your service is cancelled by us (See clause XVI –E) within the contract.
- G. While we or our partners retain title to Equipment, you hold it in a fiduciary capacity as bailee for us.
- H. We or our partners retain all intellectual property rights in any software, manuals or user documentation supplied with equipment.
- I. If you use in connection with a service any equipment we have not approved or provided:
1. It must comply with all applicable Laws, and technical standards and requirements including those set by its supplier or the manufacturer;
  2. You are responsible for ascertaining what those technical standards and requirements are, since we will not be familiar with the Equipment; and
  3. We will not be liable to you for any losses or expenses you incur in relation to your use of the equipment, except to any extent we cause or contribute to it by
    - a) *Our negligence;*
    - b) *Our breach of the Consumer Guarantees.*

- J. On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the advertised Equipment.
- K. On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may provide substitute or modified Equipment that is more suitable.
- L. We will try to deliver Equipment to you with in the timeframe (1 to 2 business days) and at the address (Site) indicated on your Application during normal business hours in that area.
- M. Variations at your request to Delivery Date or Site:
  - 1. Are at our discretion; and
  - 2. May be subject to conditions, including extra charges.
- N. You are responsible for any lost, stolen and damaged Equipment that is owned by us or our partner and is in your possession, under your control or on your property, except if it is caused by us, our personnel or our Partner (including NBN).
- O. You will be charged for the replacement or (if reasonable) repair of such equipment, except if the loss, theft or damage is caused by us, our personnel or our partner (including NBN).

### **XII. Relocation of Your Service:**

- A. At your request, we may transfer your fixed service to another address unless the service is not available on the area where you would like to move.
- B. If you're on a fixed term plan, relocation will result to restart your contract.
- C. If you're on a fixed term plan and your fixed service isn't available in the area to which you would like it moved, your fixed service will be cancelled and Early Termination Fee (ETF) for that service will apply which you're liable to pay.
- D. If you would like to move your fixed service, and you're on a plan that we are no longer offering, you'll need to move to one of our then-current plans, and the fees and inclusions of that new plan will apply.
- E. Relocation or connection fee may apply.

### **XIII. Maintenance and Faults:**

- A. From time to time, the Network requires maintenance that may interfere with your service. We will provide you with notice of any scheduled maintenance where reasonably possible.
- B. You may report faults in relation to a Service or the Network by contacting our help line during its operating hours.
- C. Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by equipment which is not part of the Network
- D. You must not report a fault directly to one of our Partners unless we ask you to do so.
- E. If you report a fault that turns out to be a 'false alarm', or is outside our boundary scope, you may get charge for our effort and expenses in responding to your report

- F. We will use reasonable efforts to repair faults in our facilities within a reasonable period.
- G. We will use reasonable efforts to have our Partners repair faults in Partner facilities within a reasonable period.
- H. You are liable for maintaining and repairing your own equipment (except where we supplied it and you have warranty rights in relation to a fault).
- I. If you cause a fault or damage to the network, we may charge you the reasonable cost of repairing it.

#### **XIV. IP Address, Email Address & Domain Names:**

- A. In connection with a service, you may be allocated IP addresses, email addresses, domain names or Internet identifiers.
- B. These Internet identifiers are licensed, controlled and administered not by us but by independent authorities. These authorities make, and may change, their own rules and regulations that bind us and you.
- C. We are not responsible for anything done, or required to be done, by these authorities.
- D. You do not own any Internet identifier allocated to you, and (except where rules of the relevant authority permit you to handover an Internet identifier to another service provider) you have no right to preserve them when your contract ends.
- E. An IP address allocated to you:
  - 1. May be managed using Network Address Translation (NAT);
  - 2. May not be 'globally routable' ie directly reachable by all other Internet users;
  - 3. May therefore not support applications or services that require inbound connections to be established (eg a Virtual Private Network). This reflects common industry architecture and is not a defect in your Service.
- F. We will provide you static IP address unless we advise you otherwise.
- G. We may allocate you with a globally routable IP address, if you request it or applicable Service Terms provide for it, subject to:
  - 1. Availability
  - 2. Service terms
  - 3. Our current allocation policy at the time of request
  - 4. Payment of an additional charge.

#### **XV. Charges and Payment:**

- A. You authorise Click Broadband to conduct a credit check. You must pass a credit check at the time you ask to be connected to our Service;
- B. Our pricing shall be provided in our price lists that we will update from time to time and list on our Website at [www.clickbroadband.com.au](http://www.clickbroadband.com.au). Price may change without prior notice.

- C. We will be invoicing you on a monthly basis and you must pay all outstanding invoices by the due date. You will have 7 days to pay the invoice from the invoice date. We may charge a late payment fee if payment is not received by the due date;
- D. Direct debit will be processed on the due date using the details that you authorised us. Additional fees may be charged on your account for any dishonour and late payments.
- E. Direct Debit will be processed if you have exceeded your credit limit anytime.
- F. We will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required by law.
- G. You must pay set up fee, modem delivery fee and 1 month in advance fee in order for us to connect the service.
- H. All monthly charges are payable in advance.
- I. We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods as long as we comply with the billing requirements in the Communications Alliance Code – Telecommunications Consumer Protections (C628).
- J. If your account goes overdue, we will send you reminder thru SMS and/or letter (email/post).
- K. If your bill remains outstanding after you receive a reminder notice, your service will be suspended and you won't be able to use your service, but will still be liable for all charges.
- L. If your account rests overdue, we will terminate your service(s) and additional fee(s) will apply after sending you Pending Disconnection Letter and the allowed time to pay.
- M. We recognize that sometimes unforeseen events in your life, such as sudden illness or loss of employment, may affect your ability to pay us for services you have used. If you're experiencing financial hardship which is affecting your ability to pay an amount which is due for your service, please call us on 1300 254 255.

### **XVI. End of Our Agreement:**

- A. You may terminate your service at any time by calling us on 1300 254 255. If you cancel your service, we won't refund any fees that you've already paid to us, including any upfront fees, even if you cancel before the activation of your service.
- B. If you're on a month to month plan and you cancel it after activation but before your first monthly bill you'll be charged one month's plan charge
- C. If you're on a fixed term contract and you decided to terminate your service within the contract Early Termination Fee will apply.
- D. You must give us 30 days' notice of your intention to cancel your service.
- E. We may cancel your service:
  - 1. You are in serious breach of these terms, and we have notified you in writing of your breach and you have failed to remedy the breach within 30 days of our notice, where the breach can be remedied;

2. You are in serious breach, and the breach is something which cannot be remedied; and
  3. Immediately, for any breach of these terms, where the consequences are serious;
- F. We can dismiss your service by telling you with as much warning as we reasonably can if:
1. The law requires us to do so, or if providing your service becomes illegal or we believe on reasonable grounds that it may become illegal;
  2. If a regulatory event occurs, and we are not able to continue providing a service to you at all or on the same terms as set out in these terms;
  3. You become bankrupt or insolvent or appear likely to do so;
  4. You vacate the premises to which your service is connected;
  5. We are not able to provide your service to you due to an event outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).

### XVII. Our Liability:

- A. You may have certain rights and remedies under:
1. The Competition and Consumer Act 2010 (Cth) and other laws, which may imply certain conditions and warranties into this agreement; and
  2. The Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.
- B. We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- C. Where We are responsible for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our responsibility is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.
1. You inform us as soon as you become aware or believe that you have a claim against us.
  2. We are not responsible for any defamatory, offensive or illegal conduct or material found in connection with our services, including such conduct or material transmitted by any means by any other person.
  3. You guarantee us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the service or the equipment in a manner contrary to the terms of this agreement.
- D. We are not liable for:
1. Any delay in installing any service;

2. Any delay in correcting any fault in any service;
3. Failure or incorrect operation of any service;
4. Any fees you incur with your previous provider after transferring to us.

### XVIII. Complaints

Click Broadband aims to provide our customers with the best possible service. If you haven't received the service you expected or you would like to make a suggestion we always appreciate your feedback.

- A. If you have any complaints in connection with the Service (including complaints about your invoice) you must contact us first to resolve the complaint via the contact details available on our website.
- B. We will handle your complaint in accordance with our complaints procedure. You can get information on our complaints procedure by contacting us.
- C. You are also entitled to make a complaint to the Telecommunications Industry Ombudsman and possibly to the Consumer Affairs office (however described) in your state. We ask that you notify us before you do so, so that we have the opportunity to try to resolve your complaint at that stage.
- D. We may bill you a reasonable complaint handling Charge.