
STANDARD FORM OF AGREEMENT

SERVICE TERMS – BROADBAND

1. Broadband Service

- 1.1 ACN's Broadband Service (called 'ADSL' and 'Naked DSL' on our Website) comprises the services described in these Service Terms – Broadband, and is a broadband internet service that allows you to connect to the internet.
- 1.2 The ADSL Service is provided concurrently with a Fixed Wire Phone Service, while the Naked DSL Service is not. You must acquire ACN's Fixed Wire Phone Service or Telstra's or a Telstra reseller's equivalent fixed wire phone service in order to acquire the ADSL Service. You may not acquire ACN's Fixed Wire Phone Service or any other fixed wire phone service from another Supplier at the same time as you acquire the Naked DSL Service.

2. Supply of the Services

- 2.1 We supply the Broadband Service (and all other ACN services) subject to ACN's Acceptable Use Policy. You must ensure that you comply with the Acceptable Use Policy in your use of the Service.
- 2.2 The Service is not available in all areas. Availability depends on the facilities available at your local exchange and other factors including the quality of your telephone line and your distance from the exchange. A compatible ADSL or ADSL2+ modem is required to access the Service.
- 2.3 You acknowledge and agree that, in relation to our supply of the Service:
- (a) continuity and speed of access to the internet depend on a wide range of factors, most of which are beyond our control;
 - (b) we have no control over the accuracy or appropriateness of content or information accessible over the internet;
 - (c) we are not responsible for any software or other material available on the internet;
 - (d) the Service is a residential grade service and is not suitable for commercial purposes as it does not guarantee bandwidth or speed, or provide fixed IP addressing.
- 2.4 If the Service is a Naked DSL Service, you acknowledge and agree that a fixed wire phone service will not be available for use over the same telephone line, and as a consequence, you will not be able to make any calls using a fixed wire phone service. To make such calls (including 000 calls), you should have an alternative available to you, such as a VOIP service or a mobile phone service.
- 2.5 If you exceed the monthly data allowance for your Plan, we may reduce the speed of your connection to 128kbps (this is known as 'shaping'). Both uploads and downloads are counted towards your data allowance. Your data allowance will be reset at the beginning of the next billing period. Data is measured in bytes (B), and 1kB = 1000B, 1MB = 1000kB, 1GB = 1000MB.
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3. Webtools

- 3.1 A number of webtools, including email and calendar tools, are provided with the Service, and these are described on our Website. In respect of those webtools provided by Google, you also agree to, and must comply with, the Google Terms of Service.
- 3.2 If the webtools include virus, spam, phishing or other forms of protection ('Protection'), you acknowledge that, because of the nature of the internet and software, the Protection may not always provide desired outcomes and is not guaranteed to provide 100% protection. The Protection does not provide any protection against viruses, spam, phishing emails or other threats received via means other than the email service provided with the Service.
- 3.3 You must regularly check the email inbox provided or designated by us for the receipt of communications and notices from us.

4. Plans

- 4.1 Different Plans are available subject to technical availability and your customer classification (that is, Residential or Small Business), with variations in Charges and other terms and conditions. Information about our Plans (including applicable Charges) may be found on our Website. Any download limits, credits, discounts and bonuses applicable to a particular Plan cannot be accumulated beyond the month in which they are accrued. The value of these download limits, credits, discounts and bonuses cannot be transferred between customers or an individual customer's accounts, or redeemed for cash, even at account closure.
- 4.2 Where offered on a monthly invoicing period basis, the Charges and any applicable credits, discounts and bonuses are pro-rated according to the portion of the invoicing period over which the Plan was applied.
- 4.3 Should you inadvertently choose a Plan that is not available to you, or not available for your service type or customer classification, or your eligibility for a Plan changes, we may automatically change your Plan by applying the appropriate Plan to your Service, without notice to you.
- 4.4 You may switch to an available Plan upon request, subject to any specified notice period or special restrictions in relation to certain Plans as specified, and provided that you agree to pay any Plan change fee or early termination fee applicable to your existing Plan. We may waive this fee in limited circumstances at our discretion.

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