

Our Customer Relationship Agreement

CABLE, ADSL, VDSL2 & FTTP SERVICE DESCRIPTION

TransACT Capital Communications Pty Limited ACN 093 966 888

Phone: 13 30 61

1/502 Hay Street, Subiaco WA 6008

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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 3 of this Service Description.

1. ABOUT THE CABLE, ADSL, VDSL2 & FTTP SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Cable, ADSL, VDSL2 & FTTP Service Description which forms part of our CRA under which we supply 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 Cable, ADSL, VDSL2 & FTTP Services.

2. GENERAL

Ownership, use and care of the Equipment

- 2.1 You must:
- (a) promptly report faults in the Equipment to us;
 - (b) take all due care of the Equipment, and protect the Equipment from any loss, damage (excluding reasonable wear and tear), theft or detention; and
 - (c) not use the Equipment at any location other than the Premises.
- 2.2 If the Equipment is lost, damaged, stolen or detained:
- (a) you must promptly notify us; and
 - (b) we may charge you a fee for any lost, damaged, stolen or detained Equipment.
- 2.3 You are responsible for obtaining insurance cover for the Equipment.

Network Access

- 2.4 You acknowledge and agree that we provide Network Access to enable you to receive Third Party Services.
- 2.5 You acknowledge and agree that you have access to Free Content over the TransACT Network, and that we retransmit this Free Content for such time as you

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are provided with Network Access and for so long as we have the lawful authority to do so.

- 2.6 You must not duplicate, retransmit, redistribute or otherwise deal with Free Content or Third Party Services.

Third Party Services

- 2.7 You acknowledge and agree that you will enter into separate contracts for Third Party Services.

- 2.8 You acknowledge and agree that we may, from time to time add to or remove the Third Party Services available through the TransACT Network.

- 2.9 We are not liable to you or any other person for any loss or damage suffered by you in respect of the delivery of Third Party Services, including:

- (a) delay or interruption in the delivery of the Third Party Services;
- (b) failure to show an advertised program;
- (c) supply of Third Party Services in error;
- (d) failure to provide Third Party Services;
- (e) the failure of any monitoring or security service provided to you over the TransACT Network; and
- (f) any distress or offence suffered by you or any other person through the exposure to pornographic images or any other defamatory or otherwise offensive or distasteful material.

Priority Services

TransACT does not offer a special priority assistance service to customers with life threatening medical conditions. TransACT will act on a best efforts basis but cannot guarantee priority connections and fault resolution given the reliance on third party suppliers. Customers with life threatening medical conditions should contact TransACT on 13 30 61 to discuss the options available.

Security and privacy

- 2.10 You acknowledge that, if you do not ask us to block the Caller Number Display Service, your telephone number may be displayed to other users that you call.

- 2.11 You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Network and that we are not liable to you for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the TransACT Network to or from any third party.

- 2.12 You acknowledge and agree that you are responsible for the security of any user identification or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your user-identification or passwords. We will not be liable for any loss or

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damage suffered by you due to the unauthorised use of your user-identification or passwords.

Limitation of Liability

- 2.13 You acknowledge and accept that because we are still in the process of constructing the TransACT Network, we may not be able to connect some Services within the timeframes specified in the CSG. For this reason, we ask that you sign a CSG Waiver to release us from our obligations in this regard.

Terminating our CRA

- 2.14 Upon termination of our CRA, we are not responsible for connecting or reconnecting any appliance to any telephone network or other communication network, cable or system.
- 2.15 We are not obliged to remove any Equipment from the Premises, or carry out any repairs to the Premises in connection with the installation or removal of the Equipment.
- 2.16 Upon termination of your TransACT Service, whether by TransACT or yourself, it is your responsibility to contact your internet service provider to cancel any services that you have with them.
- 2.17 Clauses 2.13 to this clause 2.17 inclusive (and any clause relevant to the interpretation of these sub-clauses or that, by its nature, survives our CRA) continue to apply following the termination or expiration of our CRA.

Miscellaneous

- 2.18 We may pay commissions to any person who introduces you to us.

3. DICTIONARY

Caller Number Display Service means the functionality, which enables the display of the calling number to the recipient of the call.

CSG Waiver means the form entitled, "TransACT Capital Communications Pty Limited Customer Service Guarantee Standard Waiver" (or similar).

Customer Service Guarantee or *CSG* means any performance standard of that name (as current) made pursuant to the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).

Electronic Billing means Bills sent to you electronically to the email address set out in your application form or another email address nominated by you.

Equipment means any equipment or software provided by us to you and may include any or all of modems, set top boxes, remote control units, cabling and outlets and network distribution boxes, but does not include telephone handsets.

Free Content means any material, program or service to which access is provided free of charge.

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National ADSL & Voice Service refers to fixed-line internet and voice services offered outside TransACT's own network footprint.

Network Access means the use of the TransACT Network by you to access Third Party Services.

Telephone Service means the telephone service provided by us to you.

Third Party Services means the services provided by third parties to you under one or more separate contracts.

TransACT Network means the telecommunications system comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by us to make available and provide the Services.

UNFT means the Utilities Network Facilities Tax, as defined in the *Utilities (Network Facilities Tax) Act 2006*, introduced by the Australian Capital Territory Government.

4. TELEPHONE SERVICE

4.1 The Service

- (a) This clause 4 sets out the specific terms, conditions and charges that apply to our supply of the Telephone Service to you.
- (b) If you apply for a Telephone Service, you must complete any documentation required to authorise us to provide you with the Telephone Service.
- (c) You are responsible for the provision of telephone handsets in order to receive the Telephone Service.
- (d) If you apply to transfer your existing Telephone Service to us:
 - (A) You warrant that you are the account holder for the Telephone Service identified in your Application and authorise us to arrange for pre-selection of this service to us; and
 - (B) You remain liable for all amounts owed to your former supplier before the transfer and any additional amounts payable due to the termination of your arrangement with that former supplier.
 - (C) If you apply to transfer your Telephone Service from us to another supplier, you remain liable to us for all amounts due and payable to us before the transfer (whether invoiced or not) and any additional amounts due and payable to us in accordance with our CRA.

4.2 Where you have ordered a 1300, 1800, or "13" service from Us, You acknowledge that charges apply for incoming calls to those services.

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5. BROADBAND SERVICE

5.1 Broadband:

- (a) Broadband speeds indicated are maximum speeds only, actual speeds received at the Premises at any given time may vary. Factors that affect speed may include line quality and length from the exchange, hardware and software, the source of the download, internet traffic, other services running on the network and your ISP.
- (b) ADSL2+ broadband packages are not available to premises situated in TransACT cabled areas.

6. TELEVISION SERVICE

6.1 Parliamentary broadcast material

- (a) You agree not to use Parliamentary broadcast material for:
 - (A) Political party advertising or election campaigning;
 - (B) Satire or ridicule;
 - (C) Commercial sponsorship or commercial advertising;
- (b) You acknowledge that the Parliamentary broadcasts are continuous and while in the complete and unaltered state, are protected by parliamentary privilege.
- (c) You agree that the Commonwealth Parliament is not liable for any loss or damage arising from use of the Parliamentary broadcasting material or from delays or interruptions to the Parliamentary broadcast material.
- (d) Your TransTV premium channels are provided to you by TransACT Broadcasting Pty Ltd, ABN 14 096 846 776 and TransACT Capital Communications Pty Ltd, ABN 23 093 966 888. TransACT may from time-to-time vary the channels that make up TransTV or stop providing you with a channel or channels without notice. TransACT is not liable for any loss or disappointment you may suffer as a result of these actions. The channels provided to you are for private use and you must not duplicate, retransmit, redistribute or otherwise deal with these channels. You must not use any channel in a public viewing area.
- (e) The channels are provided to you by TransACT Broadcasting Pty Ltd, ABN 14 096 846 776. TransACT Broadcasting Pty Ltd provides the channels to you on the terms and conditions contained in this service application, as amended from time to time, as if references in this form to TransACT Capital Communications Pty Ltd, ABN 23 093 966 888 were, in so far as they are applicable to the delivery of a service such as the channels, references to TransACT Broadcasting Pty Ltd.

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7. FREE ON NET LOCAL CALLS

7.1 Local calls to other TransTALK and TransBIZ customers by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are provided free of charge. This includes Local Calls to customers with the following TransACT products:

- (a) TransTALK Premium
- (b) TransTALK Standard
- (c) TransTALK AllTime
- (d) TransTALK Flex
- (e) TransBIZ Flex
- (f) TransBIZ Flex Fax
- (g) TransBIZ Flex ISDN 2
- (h) TransTALK Flex Limited
- (i) TransBIZ Limited
- (j) TransBIZ Flex ISDN 2 Limited
- (k) TransBIZ 1
- (l) TransBIZ 2
- (m) TransBIZ 10, 20,30.

7.2 The following Local Calls made by TransTALK Premium, TransTALK AllTime and TransBIZ 1/2/10/20/30 customers are excluded and will be charged at the local call rate in the Pricing Schedule.

- (a) Calls to any TransSELECT customer including TransSELECT, TransSELECT Gold and commercial TransSELECT products; and
- (b) Calls to any TransGov customers.

7.3 Customers on the TransTALK Standard product do not receive any free local calls.

7.4 Customers on TransSELECT products including TransSELECT, TransSELECT Gold and commercial TransSELECT products are invoiced for local calls by the carrier providing their local calls.

8. NATIONAL ADSL & VOICE SERVICE

The following terms **apply** for the Internet component of National ADSL & Voice Services. The terms applicable to the telephony component of such services are contained in the **iiNet Group Phone Service Description**.

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General

- 8.1 The end user must not pass-off or represent that it is an employee, agent, representative or is otherwise associated with TransACT or TransACT's suppliers or carriers other than to the extent that TransACT provides the service in accordance with our CRA to the end user.

Email services

- 8.2 In relation to email, end users must not use the service to:
- (a) receive responses from bulk unsolicited email where the original was distributed by the end user, even if not via the service;
 - (b) relay email using a third party's mail server without their express permission;
 - (c) persistently send email without reasonable cause or for the purpose of causing annoyance, inconvenience or needless anxiety to any person.
- 8.3 What constitutes appropriate use of email services will be determined by TransACT at its sole discretion.

End user responsibilities

- 8.4 Each end user is responsible at their own cost for:
- (a) obtaining, setting-up and configuring all computer and other hardware and software required in order to be able to use the service;
 - (b) all information, documents and materials which the end user retrieves, downloads, transmits, uploads or stores by means of the service, including the cost of purchasing or purchasing the right to use any intellectual property; and
 - (c) taking all measures necessary to protect the security of its computer and other hardware and software and all information, documents and materials stored using that hardware and software or transmitted using the service, including keeping their user ID and password confidential, changing their password regularly and using firewall, encryption and other software and hardware to prevent access or damage.
- 8.5 End users accept that the internet is generally not a secure technology and that it is possible for other people to obtain access to information, documents and materials transmitted over the internet.

TransACT Service availability

- 8.6 The Service is only available in locations which are ADSL enabled and are outside the TransACT cable footprint. Not all premises may be able to be connected and customer applications are subject to technical approval. Some premises may be in areas only serviced by ADSL1 infrastructure.

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Installation

- 8.7 We will activate the service by preparing the telephone circuits on the ADSL Phone Line and will notify you of the ADSL Line Completion via SMS to the mobile number provided on your application or any other alternative arrangement which maybe agreed upon at the point of sale.
- 8.8 If you have purchased a modem through TransACT, we will deliver the modem and or other equipment within a reasonable time after the ADSL line has been made active.
- 8.9 You acknowledge that we may activate the service on your ADSL phone line before delivering the hardware or equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.

Monitoring your Usage

- 8.10 An online usage monitoring application is provided at our web page to allow you to view your usage for the current billing month

Monthly Usage Allowance

- 8.11 Each ADSL plan provides a monthly usage allowance that represents the maximum usage that can be used during a billing month. If your Usage exceeds the Monthly usage allowance for any given billing month, then your access to the Service will be shaped.
- 8.12 Usage is reset to zero each month, commencing on the date you are initially billed for the Service ("Billing Month"). Your amount of data Usage (measured in Megabytes) applies to downstream only.
- 8.13 In the event, the usage has been exceeded during a billing month the Service will remain shaped until the commencement of the next billing month. Any unused Monthly Usage Allowance in any Billing month cannot be rolled over into subsequent Billing Months.