



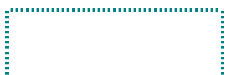
Elders Broadband Satellite (*Australian
Broadband Guarantee(Transitional
Program)*) Terms

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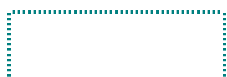
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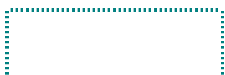
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Please read these terms carefully as they may have important consequences for *you*.

1. About these Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) Terms

- (a) These are Elders' Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms. They set out our standard customer terms for *eligible customers* acquiring the *service*.
- (b) The meaning of the words printed *like this* is set out at the end of the Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms.
- (c) These Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms, including Schedule 1 which sets out the fees or charges *we* may charge *you* for *your* use of the *service*, together with the *application* and the *appendices*, forms the *agreement* with *us*. To fully understand *your* rights and obligations *you* need to read all of the documents that relate to *you* and the *service*. Please read Schedule 1 carefully to see what fees and charges apply to *your* use of the *service*.
- (d) The *appendices* contain further information that may apply to *your* use of the *service*, such as our usage policies and some *specials*. The Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms will refer *you* to an appendix if it is relevant to *your* use of the *service*.
- (e) *You* may obtain a summary of the Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms together with a copy of the latest version of those terms and *appendices* from *us* or on our website: www.elderstelecommunications.com.au/goto/agreements.

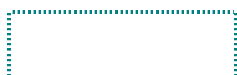
2. The Agreement

2.1 The agreement

- (a) The *agreement* is made up of:
 - (i) the *application*;
 - (ii) these Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms (including Schedule 1);
 - (iii) the *Acceptable use policy*; and
 - (iv) the *appendices*.
- (b) The *agreement* is either a *fixed-length agreement* or *non fixed-length agreement*.

2.2 What happens if there is an inconsistency between the different parts of the agreement?

- (a) If anything in these Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms is inconsistent with a provision in



another part of the *agreement*, then unless otherwise stated, the Elders Broadband Satellite (*Australian Broadband Guarantee (Transitional Program)*) terms prevail to the extent of the inconsistency.

- (b) Clause 23, 'What you and we are liable for', below prevails over all other terms.

2.3 When does the *agreement* start?

The *agreement* starts when we accept the *application*.

2.4 When will we start providing the *service* to you under the *agreement*?

We will provide the *service* to you under the *agreement* from the *service start date*.

2.5 For how long will we provide the *service* to you in accordance with the *agreement*?

- (a) If the *agreement* is a *non fixed-length agreement*, we will provide the *service* to you in accordance with the *agreement* for at least three (3) years from the *service start date* and until the *service* is cancelled in accordance with clause 21, 'Cancelling the *service*', below.
- (b) If the *agreement* is a *fixed-length agreement*, we will provide the *service* to you in accordance with the *agreement*:
- (i) for at least three (3) years from the *service start date*; or
 - (ii) until the *service* is cancelled in accordance with clause 21 below; or
 - (iii) if you do not *cancel the service* at the end of the *minimum term* (see clause 2.6 below), until the *service* is cancelled in accordance with clause 21.1 below.

2.6 What happens at the end of the *minimum term* if the *agreement* is a *fixed-length agreement*?

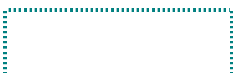
- (a) If you do not *cancel the service* at the end of the *minimum term*, the *fixed-length agreement* becomes a non-fixed length *agreement* and we will continue to supply the *service* to you on a month-to-month basis in accordance with the *agreement*.
- (b) If you do not wish to continue to use the *service* on a month-to-month basis after the end of the *minimum term*, you must inform us (in accordance with clause 21, 'Cancelling the *service*', below) by giving us 30 days notice before the end of the *minimum term* that you wish to *cancel the service* at the end of the *minimum term*.
- (c) If we choose not to provide the *service* to you after providing the *service* to you for three years after the *service start date*, we will give you notice of this (in accordance with clause 21, 'Cancelling the *service*', below) by giving you 30 days notice.

2.7 How can we change anything in the *agreement*?

Please read this clause carefully.

In some circumstances (paragraphs 2.7(b) (v) C., 2.7 (b) (vi) F., 2.7 (b) (viii) B., 2.7 (b) (ix) A. below), we give you a right to *cancel the service* if we change it.

- (a) We cannot make any changes to the *agreement* without the prior consent of *DCITA*.
- (b) Paragraphs 2.7 (c) (iv), 2.7 (c) (v), 2.7 (c) (vi), 2.7 (c) (ix) below are marked with an *. These clauses only apply if at the time *you* entered into the *agreement* *you* did not have a genuine and reasonable opportunity to negotiate the terms of the *agreement* and *you* had, or *we* reasonably estimated that *you* would have, an annual spend of \$20,000 or less with *us* for all telecommunications *services*. In those circumstances, *we* will give *you* additional notice of some types of changes and *you* may have an additional right to *cancel the service* if *we* change it.
- (c) We can make the following types of changes to the *agreement* if we receive *DCITA*'s consent:
 - (i) we can make any type of change to the *agreement* if *we* get *your* consent to the change;
 - (ii) we can make any type of change to a ***non fixed-length agreement*** without *your* consent provided that *we* comply with the *Telecommunications Legislation*;
 - (iii) *we can make changes to a ***fixed-length agreement*** provided *we* comply with our obligations under paragraph 2.7 (b) above and our additional obligations under paragraphs 2.7 (c) (iv), 2.7 (c) (v) and 2.7 (c) (vi) below;
 - (iv) *if the *agreement* is a *fixed-length agreement*, subject to paragraph 2.7 (c) (v) below, *we* cannot make any changes to the *agreement* that *impact you* without:
 - A. complying with the *Telecommunications Legislation*;
 - B. giving *you* 21 days notice in writing of the change before the change occurs; and
 - C. offering *you* the right to cancel the service (within 42 days from the date of the notice) without incurring fees or charges other than:
 - 1) usage charges or *access fees* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* *you* wish to *cancel the service*); and
 - 2) any outstanding amounts that cover installation costs or equipment *charges* (where the equipment can be used in connection with *services* provided by any third party).
 - (v) *If the *agreement* is a *fixed-length agreement*, so long as *we* comply with the *Telecommunications Legislation*, *we* can make changes to the *agreement* even if they *impact you*, if the change is:
 - A. required by law or industry code;
 - B. in relation to the cost of international services;



- C. in relation to a fee or charge to account for a tax imposed by law;
 - D. in relation to a fee or charge for a service ancillary to the supply of the service (for example, a billing fee or credit card transaction fee) provided that if the change impacts you we offer you:
 - E. use of a reasonable alternative at no fee or charge; or
 - F. a right to *cancel the service* without incurring fees or charges other than usage charges and *access fees* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* you wish to *cancel the service*);
- (vi) to increase the price of a *content service* or *premium service* (where the *supplier* who supplies the *content service* or *premium services* to *us* to allow supply of the *service* increases the price they charge *us* for the *content service* or *premium service*) provided that if the change impacts *you* we:
- A. give *you* reasonable notice of the increase in price if *you* have used the *content service* or *premium service* within the previous six (6) months; and
 - B. allow *you* to elect to not use the *content service* or *premium service* without attracting any additional charges;
- (vii) as a result of another carrier or *service provider* varying the *agreement* we have with it in relation to a carriage *service* and as a result *we* need to make changes to the *agreement*, provided that if the change impacts on *you* we give *you*:
- A. notice in writing of the change; and
 - B. 42 days from the date of the notice in which *you* may *cancel the service* without incurring fees or charges other than:
 - 1) usage charges or *access fees* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* you wish to *cancel the service*); and
 - 2) any outstanding amounts that cover installation costs or equipment *charges* (where the equipment can be used in connection with *services* provided by any third party).
- (viii) *If the *agreement* is a *fixed-length agreement*, so long as *we* comply with the *Telecommunications Legislation*, *we* can make changes to the *agreement* relating to the characteristics of the *service* (including price) if the change is likely to benefit *you* or have a neutral or minor detrimental impact on *you*. If *you* can demonstrate that such a change has had more than a minor detrimental impact on *you* and the change is not of a type described in paragraph (v) above *we*:



- A. will offer *you* the right to *cancel the service* without incurring fees or charges other than:
- 1) usage charges or *access fees* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* *you* wish to *cancel the service*); and
 - 2) any outstanding amounts that cover installation costs or equipment *charges* (where the equipment can be used in connection with *services* provided by any third party); and
- B. may offer *you* an alternative remedy to address the impact the change has had on *you*.

Some examples of a change that would benefit *you* are:

- * if *we* decrease a charge or *access fee*; or
- * if *we* offer a new feature of the *service*.

Some examples of a change that *we* consider would have a minor detrimental impact on *you*:

- * withdrawing a minor feature of the *service*;
- * changing the *content* available with the *service*; or
- * a small increase in a *content* charge.

An example of a change that would have a neutral impact on *you* would be changing the URL or website address for accessing information using the *service*.

2.8 Amendments to charges

We may vary the *constitute prices* of the *service* with *DCITA*'s prior consent by giving *you* at least 30 days notice and following any other procedures required by clause 2.7, but may not change the total amount of the charges *you* pay for the *service*.

2.9 How will *we* notify *you* of changes to the *agreement*?

If *we* change the terms of the *agreement*, in addition to any other method of notification in writing (including by delivering notice of the change to *you* in person, sending it to *you* by mail, sending it to *your primary email address* (see clause 7.5(c) below), by bill message or bill insert), *we* may notify *you* of the change by notice on our web site: www.elderstelecommunications.com.au/goto/agreements.

2.10 How can *you* change anything in the *agreement*?

You cannot make any changes to the *agreement* without first obtaining our consent.

3. What is the Service?

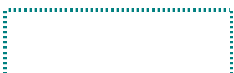
- (a) The *service* is a *broadband* Internet service which provides access to the Internet and related *services*, such as email via a *VSAT*, by accessing available

satellite bandwidth. The *service delivery point* is the air interface at the VSAT antenna at the *location*. Up to 5 email accounts are included with the *service*.

- (b) The *service* is a 2 way *service* and *your* computer will **send** and **receive** data by accessing *satellite* bandwidth.
- (c) The *service* includes, subject to clause 9;
 - (i) internet access;
 - (ii) in the case of the *Threshold Service*, a peak data speed of at least 512 kbps to *you* and 128 kbps from *you*;
 - (iii) average data download and upload speeds of at least 60 per cent of the peak speeds at least 75 per cent of the time measured according to a prescribed *Australian Broadband Guarantee (Transitional Program)* testing schedule for test computers located in different geographic regions;
 - (iv) in the case of the *Threshold Service*, a minimum monthly usage allowance (download and upload) of at least 1 GB;
 - (v) availability 99 per cent of the time, averaged over a quarterly period;
 - (vi) free 24 hour fault reporting which operates 24 hours a day, 7 days a week by email to ET.Help@Elders.com.au, Facsimile to 1800 235 238, and by telephone from 8.00am to 8.00pm Australian Central Standard Time to 1800 ETHELP (1800 384 357);
 - (vii) staffed helpdesk services available from Monday to Friday between the hours of 8.00am and 10.00pm Australian Central Standard Time and from 8.00am to 5.30 pm Australian Central Standard Time on Saturdays to 1800 ETHELP (1800 384 357);
 - (viii) where usage limits apply, usage information updated at least once per day;
 - (ix) where requested, information regarding current usage and any associated costs at no charge; and
 - (x) internet page accelerator for improved web browsing performance;
 - (xi) TCP/IP spoofing to accelerate TCP traffic;
 - (xii) email capability of 1 mailbox account at 10MB and up to 5 alias email addresses;
 - (xiii) anti-virus and SPAM filter network software;
 - (xiv) 5MB of personal web space per service;
 - (xv) On line usage reporting; and
 - (xvi) data testing tool.



- (d) The *service* does not include (and we have no obligation to provide):
- (i) a continuous or fault-free service. We will use reasonable care and skill in providing the *service* but given the nature of telecommunications systems (including reliance on systems and services not owned or controlled by us) we cannot promise that the service will be continuous or fault-free;
 - (ii) a virtual private *network* (VPN);
 - (iii) a domain name server *service* and registration functions;
 - (iv) a *public IP address* for you or your end user unless explicitly included as part of the *service*;
 - (v) *maintenance services* (including, without limitation, for your equipment) unless explicitly included as part of the *service*;
 - (vi) gateway personal computer and associated *applications* to serve a LAN/WAN;
 - (vii) secure integration;
 - (viii) if you opt to connect your LAN to the *service*, delivery of the *service* beyond the *service delivery point*; or
 - (ix) support for software not supplied by us, including software downloaded from the Internet.
- (e) Elders is not obliged to provide the *service* to:
- (i) any location that is not accessible by road transport;
 - (ii) any location that *Elders* determines is unable to receive the *service* due to a technical limitation;
 - (iii) any location for which, in *Elders* opinion, it is not commercially viable for *Elders* to supply the *service*;
 - (iv) any location that has not been approved by your local council for use in connection with the *service* where this is required. You are responsible for obtaining any such approval; or
 - (v) any person that does not meet *Elders*' credit assessment requirements.
- (f) To receive the *service*, the minimum system requirements to be provided by you are:
- (i) central processing unit/CPU: Intel Pentium 200MHz or better;
 - (ii) random access memory/RAM: 64Mb or minimum specified for the operating system, whichever is greater;
 - (iii) free disk space: 50Mb;
 - (iv) Operating System: Microsoft Windows 98SE or later versions, including Windows Me/Millennium Edition;



- (v) Windows NT4.0 SP3 or later (excluding server editions);
- (vi) CD-ROM;
- (vii) 10Mbps Ethernet Port with RJ45 socket;
- (viii) browser;
- (ix) Internet Explorer version 5.0 or later, or Netscape Navigator 4.0 or later; and
- (x) Microsoft Outlook Express (if you require *Elders* to set up your email account at installation).

Customers with systems different to those above, eg. different operating system or with a LAN, may purchase the *service*. However it is *your* responsibility to configure and connect *your* computer equipment to the *service* and support *your* non-standard equipment. *We* will install, test and demonstrate the *service* up to the Ethernet port on the satellite modem.

- (g) *Elders* will not supply the *service* to *you* unless a standard installation can be carried out at the location where you request the *service* to be supplied. A standard installation requires that:
 - A. installation be at a building with a maximum height of two stories;
 - B. the antenna has an unobstructed line of sight to the *satellite* (approximately north/north east);
 - C. the site and building to which the *service* will be delivered have safe roof and antenna access;
 - D. the location of the in-door-unit or IDU be accessible, clean, within two meter of the RF cable wall plate and *your equipment* or hub and with adequate ventilation; and
 - E. access to a standard general purpose outlet or GPO, within two metres of *your equipment*.

4. The Supply of the Service

4.1 Who supplies the *service*?

Elders supplies the *service* to *you*.

4.2 *Supplier* and third party *services*

You acknowledge that:

- (a) supply of many aspects of the *service* relies on the *services* of *suppliers* for its operation, who are not controlled by *us*; and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
 - (i) *your* right or ability to use, access or transmit any *content* using the *service*;



- (ii) the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*;
- (iii) the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software; and
- (iv) any charges which a third party may impose on *you* in connection with their *services* accessed via the *service*.

4.3 Supply of the *service*

- (a) *You* may obtain the *service* provided by *us* if:
 - (i) *you* meet the relevant *Australian Broadband Guarantee (Transitional Program)* criteria to receive a high cost incentive payment for your *service* under the *Australian Broadband Guarantee (Transitional Program)* guidelines and *you* meet our eligibility criteria to receive the *service*; and
 - (ii) *your* equipment (including any equipment *you* previously purchased from *us*) meets our specifications set out in the *application* for providing the *service* to *you*.
- (b) If *you* wish to obtain the *service*, *you* may be required to pay a cancelling charge to *us* for cancelling any Elders satellite service *you* obtain from *us* and to pay to upgrade any equipment required to receive the *service* (where necessary).
- (c) *You* must provide any documentation we reasonably request in relation to the Australian Broadband Guarantee (Transitional Program), including a document confirming supply of the *service* in the form we reasonably request.

4.4 Can *you* change the *service* supplied?

You have the right to request and have effected a change to *your pricing* plan. If *you* arrange with *us* to change the *pricing* plan supplied then *you* are entitled to return to the *pricing* plan as it was originally provided to *you* as at the *service start date* until the *service* is cancelled (either on expiry of the *minimum term* or otherwise).

5. How we deal with your personal information

5.1 Collection, use and disclosure

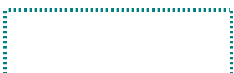
- (a) We may collect, use and disclose *personal information* about *you*, to decide whether to start, stop or limit supply to *you* of personal credit, the *service* or the products and *services* of other Elders group companies.
- (b) We may collect, use and disclose *personal information* about *you* (which may include, for example, numbers called, time of call, *location* of call) for purposes related to the supply of the *service* (or for purposes which would be reasonably expected) including billing and account management, business planning and product development, and to provide *you* with information about promotions, as well as the products and *services* of Elders group companies and other organisations.



- (c) We may collect, use and disclose *personal information* about *you* (which may include, for example, numbers called, time of call, *location* of call) for the purposes in paragraphs (a) and (b) above to or from:
- (i) a credit reporting agency or credit provider;
 - (ii) another *Elders group company*;
 - (iii) third parties who are not related to *us*, including our agents, dealers, contractors and franchisees;
 - (iv) *suppliers* who need access to *your personal information* to provide *us* with *services* to allow supply of the *service*; and
 - (v) joint venture partners of Elders group companies.
- (d) We may be permitted or required by applicable laws to collect, use or disclose *personal information* about *you* (which may include, for example, numbers called, time of call, *location* of call), including to:
- (i) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data;
 - (ii) emergency *services* organisations; and
 - (iii) law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.
- (e) We may collect, use and disclose *personal information* about *you* (which may include, for example, *your* identity, contact details, the *service* being supplied to *you* and applicable pricing, the details of the *premises* and complaints made by *you* about the *service*) to *DCITA* and other appropriate government agencies and *service providers* for the purpose of:
- (i) claiming incentive payments from *DCITA* for the provision of the *service* to *you*;
 - (ii) performing our obligations under the arrangements in place between *us* and *DCITA*; and
 - (iii) *Australian Broadband Guarantee (Transitional Program)* program administration, regulation, evaluation and policy development and reporting by *DCITA* and other appropriate government agencies.
- (f) If we hold *your personal information*, complaints about our acts or practices may be investigated by the Commonwealth Government Privacy Commissioner who has power to award compensation against *us* in appropriate circumstances.

5.2 Opting-out

If *you* wish to only receive communications that are account-related or legally required, *you* may request not to receive other communications (that is, *you* may 'opt out'). *You* will need to contact *Customer Service* to make a request to opt-out. We will not charge *you* for processing a request to opt-out.



5.3 Gaining access to and correcting *your personal information*

If *you* are an individual, *you* are entitled to:

- (a) gain access to *your personal information* held by *us*, unless *we* are permitted or required by any applicable law to refuse such access; and
- (b) correct any *personal information* held by *us*.

5.4 Providing *your personal information*

If *you* do not provide part or all of the *personal information* *we* request, then *we* may refuse to supply, or limit the supply to *you* of, personal credit or the *service*.

5.5 Consent

By providing *your personal information* to *us* and obtaining the *service*, *you* acknowledge and consent to the collection, use and disclosure of *your personal information* as set out in this clause 5 and in accordance with our privacy policy. *You* may obtain a copy of our privacy policy from *us* or on our website:
www.elderstelecommunications.com.au/goto/privacy.

6. The Application for the supply of the Service

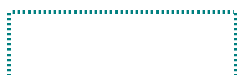
6.1 Eligibility criteria

We will only provide the *service* to *you* if *you* and *your premises* comply with the eligibility criteria set out in the *application*.

7. Use of the Service

7.1 Compliance with laws, directions and notices

- (a) When *you* use the *service*, *you* must comply with:
 - (i) all laws;
 - (ii) all directions by *DCITA* or a *regulator*;
 - (iii) all notices issued by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)); and
 - (iv) reasonable directions by *us*.
- (b) *You* must not use, or attempt to use, the *service*:
 - (i) to break any law or to infringe another person's rights (including damaging any property or injuring or killing any person or infringing someone's copyright);
 - (ii) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - (iii) to expose *us* to liability; or



- (iv) in any way which damages, interferes with or interrupts the *service*, *our network* or a *supplier's network* used to supply the *service*.
- (c) We may ask *you* to stop doing something which we reasonably believe is contrary to paragraph (b) above. *You* must immediately comply with any such request. If *you* do not, then we may take any steps reasonably necessary to ensure compliance with paragraph (b) above or the request.

7.2 Compliance with third party rules

When *you* use the *service* it is *your* responsibility to comply with any rules imposed by any third party whose *content* or *services* *you* access using the *service* or whose *network* *your* data traverses.

7.3 Restrictions on *your* use of the *service*

- (a) To be an applicant for the *service*, *you* must be 18 years of age or older, or if not, *you* must have obtained the consent of a parent, teacher or other responsible adult.
- (b) *You* must:
 - (i) comply with the *Acceptable use policy* when using the *service*; and
 - (ii) ensure that the software *you* use with the *service* is properly licensed.
- (c) *You* must not, subject to paragraph (d) below:
 - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without our prior written consent (except in the case of *not-for-profit organisations* who are supplied the *service* to supply a new *public access Internet facility* on a not-for-profit basis); or
 - (ii) run or provide *network services* to others via the *service*.
- (d) *You* may connect a *LAN* to the *service* for private use. However, the set-up and configuration of a *LAN* connected to the *satellite modem* is not supported by *Customer Service*.

7.4 Data usage limitations

- (a) *Your data usage* applies to *downloading* only. *Your data usage* does not apply to *uploading*.
- (b) If *your data usage* exceeds the *data allowance* for any given billing month, *you* must pay an *additional data charge*.
- (c) *Your data usage* is reset to zero on the first (1st) day of each billing month. Any unused *data allowance* in any month cannot be rolled over into subsequent months.
- (d) The table '*Data usage - Some Practical Guidelines for Usage*' explains some common uses of the *service* that *download* a large amount of data and therefore may increase *your data usage*. This table is available at: www.elderstelecommunications.com.au/goto/datausageguidelines.

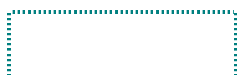


7.5 Additional restrictions on *your* use of the *service*

- (a) *We* are not responsible for any Internet *content* that may be obtained via the *service*.
- (b) Any username *you* elect to use in conjunction with the *service* must meet our specifications as advised when *you* apply for the *service*. *We* reserve the right to delete usernames that *we* consider offensive, defamatory, illegal or otherwise inappropriate without notice.
- (c) *We* will communicate with *you* using *your primary email address*. *You* agree to monitor this email account regularly to retrieve and review these communications.
- (d) *We* may monitor *your* account to ensure that *you* are complying with the *agreement*. *We* will investigate any misuse of the *service* and may involve police or other law enforcement agencies in doing so. If *we* find that *you* have misused the *service*, *we* may recover from *you* any costs of investigating that misuse. If *your* misuse causes *loss* to another user and *we* are required to pay compensation to that user, *we* may require *you* to reimburse *us*.
- (e) *We* will cooperate with other *service providers* to control unacceptable user behaviour and may implement technical mechanisms to prevent behaviour which is, or would be, in breach of the *agreement*.
- (f) If *you* encrypt *your* data using, for example, *IP Sec*, *you* may prevent any acceleration software installed on *your* equipment from operating. This can adversely affect the performance for certain types of traffic.
- (g) *You* acknowledge that, where the *service* is a carriage *service*, *we*, or any *supplier* whose network is used to supply the *service*, may be required to intercept communications over the *service* and may also monitor your usage of the *service* and communications sent over it.
- (h) All *IP* addresses provided by *us* for *your* use remain our property. If *we* provide a static *IP* address, *we* may change that address from time to time on reasonable notice. Subject to clause 14.1(b) below and any address option *we* may agree with *you*, *we* will issue *you* with either a *private IP address* or a *public IP address*. *Private IP addresses* are not visible from the Internet. Therefore, if *you* require *your IP* address to be visible from the Internet or *you* have applications that are incompatible with Network Address Translation (NAT) *you* should request that *we* supply *you* with a *public IP address*.
- (i) *You* must comply with our specific *satellite* operating conditions as advised by *us* from time to time and *you* must advise *us* immediately of any variation in *your* use of the *service*.
- (j) *You* acknowledge that if *we* relocate the *service* to a different *satellite* or *satellite transponder* it may not be possible to duplicate all of the previous operating characteristics.

7.6 Responsibility for persons who *you* allow to use the *service*

You must ensure that any person *you* allow to use the *service* complies with the *agreement* as if they were *you*.



8. Quality of the Service

We will provide the *service* to you with due care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the *service* is restored as soon as possible.

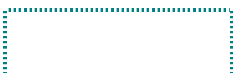
9. Service Performance Levels

- (a) Subject to paragraph (c) below, the performance levels applicable to the *service* are as set out in clause 3(c).
 - (b) If we do not meet the applicable average *data speed* for your pricing plan in any three (3) successive calendar months, as measured in accordance with the testing requirements set out in the *Australian Broadband Guarantee (Transitional Program) guidelines*, and the failure to meet the average *data speeds* is not due to an *excluded event*, you may cancel the *service* (and you will not be required to pay any *cancellation fee*).
 - (c) Any calculations of availability of the *service* do not take into account those periods of time the *service* is unavailable due to an *excluded event* and do not take into account scheduled downtimes between midnight and six (6) am .
 - (d) For a minor outage, where a single *service* is impacted, the maximum restoration time is seven (7) *working days*, except in the case of an *excluded event*, *scheduled maintenance* or the lack of availability of *satellite* bandwidth and a minimum restoration time of four (4) hours. For a major outage, where multiple customers are impacted, the maximum *service* restoration time is 30 *working days*, except in the case of an *excluded event*, *scheduled maintenance* or the lack of availability of *satellite* bandwidth. If the major outage is not rectified within 30 *working days*, you may cancel the *service* (and you will not be required to pay any *cancellation fee*).
-

10. Modifications to the Service

We may modify aspects of the *service* and the delivery of the *service* to you if it is necessary to do so for the efficient operation of our *network*. We may, for example:

- (a) deliver access and *content* via proxy servers and caches;
- (b) manage the *network* to prioritise Internet traffic of certain types or users over others;
- (c) block or filter specific Internet ports;
- (d) delete incoming and outgoing email messages which exceed 10 megabytes in size or delete stored email messages that are older than 90 days;
- (e) limit the number of addresses to whom an outgoing email can be sent; or
- (f) refuse to accept incoming email messages to mailboxes that have exceeded the email storage limit.



11. Maintenance on the Network

- (a) We may conduct maintenance on *our network* and maintenance may be conducted on a *supplier's network* used to supply the *service*.
- (b) We will try to conduct *scheduled maintenance* on *our network* outside normal business hours, but we may not always be able to do so.

12. System reconfiguration affecting Satellite Bandwidth

- (a) We reserve the right to conduct a *system reconfiguration*, for example:
 - (i) a different *satellite* may be used to provide the bandwidth that is accessed by the *service*; or
 - (ii) the orbital *location* of a *satellite* may change.
- (b) We will give *you* at least 21 days notice before conducting a *system reconfiguration* that materially affects *your service* (except in an emergency).
- (c) *You* must comply with any reasonable instructions we give *you* as a result of a *system reconfiguration* if *you* wish to continue using the *service*.
- (d) If, as a result of the *system reconfiguration*, *you* are unable to continue receiving the *service* without incurring material costs and we have not offered to cover those costs (for example: *your* antenna may need to be adjusted so that it has line-of-sight to the *satellite*) *you* may *cancel the service* by giving *us* notice within 42 days after our notice to *you* that the *system reconfiguration* was taking place. No *cancellation fee* will apply in such a case, as long as *you* pay all fees and charges relating to the period up until the *cancellation date*.

13. Fault Reporting and Rectification

13.1 Reporting faults

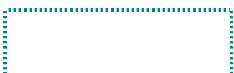
- (a) We will provide a 24 hour fault reporting service for *you* to report faults. The contact details for this service are set out in clause 3(c)vi of this *agreement*.
- (b) Before *you* report a fault to *us*, *you* must take all reasonable steps to ensure that the fault is not caused by any equipment that is not the *purchased equipment*.

13.2 Assisting us in investigating and repairing a fault

You must provide all reasonable assistance to enable *us* or our *personnel*, or where necessary a *supplier*, to investigate and repair a fault.

13.3 Our responsibility for repairing faults

- (a) All faults within our network will be repaired, other than irrecoverable failures in the *satellite network* or lack of availability of *satellite* bandwidth.
- (b) Subject to clause 15.5 below, we are not responsible for repairing any fault in the *service* where the fault arises in or is caused by:
 - (i) a *supplier's network*;



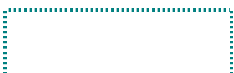
- (ii) equipment that is owned by third parties; or
 - (iii) facilities outside *our network*.
- (c) Where:
 - (i) the fault arises in or is caused by a *supplier's network*;
 - (ii) we become aware of the fault; and
 - (iii) we are not responsible for the repair of that fault,

we will notify the *supplier* of the fault and request that the fault be corrected promptly, but we will not bear any further liability or responsibility.
- (d) Subject to clause 15.5 below, where the fault arises in or is caused by equipment that is not part of *our network*, we are not responsible for the repair of that fault. If *you* ask *us* to investigate and repair such a fault:
 - (i) we will give *you* an estimate of the probable cost of investigating the fault and, if *you* agree to pay those costs, we will undertake an investigation and we will then charge *you* for the cost of investigation;
 - (ii) if we have investigated the fault, we will use reasonable endeavours to inform *you* of the fault's probable cause; and
 - (iii) if *you* request *us* to repair the fault and we agree to repair the fault, we will give *you* an estimate of the probable cost of repairing the fault and we will then charge *you* for the cost of repairing the fault.
- (e) If we investigate a fault and determine that the fault is attributable to an *excluded event*, then we may charge *you* for any costs we incur in investigating and repairing the fault.

14. Connecting to the Service

14.1 What do *you* need to do to be able to connect to the *service*?

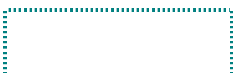
- (a) To be able to connect to the *service*, *you* must:
 - (i) obtain all required licenses (including council approval where necessary and approval of the building owner if it is not *you*), and any other approvals necessary for the relevant personnel to enter the *location*, provide the *service*, install *purchased equipment*, open up and install software on *your* equipment and make any necessary physical modifications to the *location*;
 - (ii) purchase the purchased equipment;
 - (iii) ensure that *your* equipment (other than the *purchased equipment*) is operational and available by the proposed *service start date*;
 - (iv) establish and properly maintain any connection necessary for *you* to connect the *purchased equipment* to the *service delivery point* in accordance with our directions;



- (v) ensure *your* computer has the minimum specifications set out in the *application*; and
 - (vi) provide *us*, as required, with all routing information reasonably necessary to provide the *service*.
- (b) We will supply *you* with a *private IP address* for all 2 way *services*, unless *you* request a *public IP address*. *Public IP addressing* is available at additional cost, as set out in Schedule 1.

14.2 Connecting the service

- (a) *You* must reasonably co-operate with *us* to allow *us*, or a *supplier*, to establish and supply the *service* to *you* safely and efficiently.
- (b) We will provide and install the *purchased equipment* at the *location* and connect the *purchased equipment* to the *service*. We may charge *you* an additional charge for any *non-standard installation* or re-installation as set out in Schedule 1.
- (c) The *service* will be installed within four (4) to six (6) weeks after we accept *your application*, except:
 - (i) by *agreement* with *you*;
 - (ii) if the *location* is not situated on the Australian mainland or is not accessible by road transport; or
 - (iii) if the *location* is not accessible at the time when we seek to connect the *service* for example due to extreme weather conditions.
- (d) We may agree with *you* a date on which we will seek to connect the *service*. We will endeavour to keep to the agreed date, but we will not be liable for any *loss* *you* suffer if we fail to do so.
- (e) If our representative attends the *location* on the date agreed with *you* and the installation cannot be completed during that visit due to circumstances for which *you* are at fault, inaccessibility to the *location*, cancellation of installation by *you* with insufficient notice or *non-standard installation* requirements which were not identified in the *application*, we may perform a site survey and charge *you* for it as specified in Schedule 1.
- (f) *You* indemnify *us* against any *claim* made against *us* by another person which arises out of *your* failure to obtain any necessary *licences* or approvals to perform the installation, *relocation* or removal of the *service*.
- (g) While we will take reasonable care not to cause any damage, our connection, inspection and *maintenance* of the *service* may cause damage to *your* computer software, hardware or data. It may also invalidate *your* computer warranty. *You* agree to accept the risk of any of these things occurring. *You* also agree to back up all existing computer files by copying them to another storage medium or other computer before we perform the connection. We do not accept any responsibility or liability for any *loss* or damage it may cause to *your* computer, software, files, data or peripherals, even if the *loss* or damage is caused by a negligent act or omission of *us* or our *personnel*. Nothing in this clause removes or limits our liability for death or personal injury caused by our negligence, nor are any statutory rights *you* may have affected, including those under the *Trade Practices Act*.



15. Equipment

15.1 What are *your* responsibilities in relation to equipment?

- (a) You must ensure that all equipment *you* use in connection with the *service* and the way *you* use that equipment complies with:
 - (i) all laws;
 - (ii) all directions by *DCITA* or a *regulator*;
 - (iii) all notices issued by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)); and
 - (iv) reasonable directions by *us*.
- (b) If *you* breach paragraph (a) above, we may disconnect the equipment from the *service*.
- (c) We will try to give *you* reasonable notice before we disconnect the equipment under paragraph (b) above, but we may disconnect the equipment immediately if there is an emergency.
- (d) You are responsible for ensuring that *your* equipment complies with the requirements set out in the *agreement*. If *your* equipment does not comply with these requirements *you* may be refused assistance by *Customer Service*.
- (e) You must provide, on our request, details of the *location* of any *purchased equipment* that is in *your* possession or control.

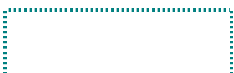
15.2 Who owns the equipment?

- (a) *Purchased equipment*
 - (i) Unless otherwise agreed, all equipment supplied by *us* or *our personnel* for use in connection with the *service* will be provided as *purchased equipment*.
 - (ii) You will own the *purchased equipment* from the date that we receive the high cost incentive payment relating to your service from DCITA under the *Australian Broadband Guarantee (Transitional Program)*. We will advise you of the relevant date.

15.3 Installation of the equipment

You must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the *service* and located on the *premises*.

15.4 Not used



15.5 Maintenance and repair of purchased equipment

- (a) Elders will provide free *maintenance of purchased equipment* during the *maintenance period*, unless the *service* is cancelled earlier. Free *maintenance* is not included if *you* purchased *your* equipment from another *service provider*.
- (b) *Maintenance* includes travel, except that for *locations* that are greater than 400km from one of our *Maintenance Centres* or where *you* are located outside of the Australian mainland or Tasmania, we reserve the right to quote for additional *maintenance* charges.
- (c) During the *maintenance period*, subject to clause 13.1(b) above, we will use reasonable endeavours to repair or replace faulty *purchased equipment*. If there is a fault in the *satellite modem*, *you* may be required to return this equipment to *us* for repair or replacement. If so, *you* must pay for the postage of the *satellite modem* to *us*.
- (d) After the *maintenance period*, *you* may request *maintenance* on a call out basis but *you* will be required to pay a *maintenance* visit fee as specified in Schedule 1. The fee does not include free replacement of the *satellite modem* outside the *maintenance period*.
- (e) We have no obligation to provide free *maintenance* in respect of faults in the *purchased equipment* due to an *excluded event*.

15.6 Lost, stolen and damaged equipment

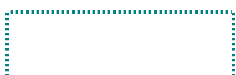
- (a) *You* are responsible for any lost, stolen or damaged equipment owned by *us*, except if it is caused by *us* or our *personnel*.
- (b) *You* will be responsible for any outstanding payments for equipment that *you* have purchased from *us* or our *personnel*, even when that equipment is lost, stolen or damaged.

16. Insurance

- (a) Because of the limited availability of insurance in respect of *satellites* and *satellite*-based businesses, we may suffer detriment as a result of *you* seeking such insurance. Accordingly, *you* must not take steps to obtain insurance in respect of *consequential loss* or business *interruption* arising in connection with *loss*, failure or non-performance of our *satellite network* without our prior written consent (which must not be unreasonably withheld).
- (b) *You* will insure the *purchased equipment* against loss or damage caused by accident, natural disaster, vandalism and theft once title to the equipment has passed to *you* and we have notified *you* of this under clause 15.2(a).

17. Customer Service

- (a) If *you* require support with *your* connection to the *service* or have any questions relating to that connection *you* can contact *Customer Service*.
- (b) We will provide *customer service* for the connection of a single computer that meets the current *supported system requirements* to the *service*. We will not provide *customer service* for the connection of additional computers, *networking* devices or *LAN* to the *service*.



18. Fees and Charges

18.1 What are the fees and charges for using the *service*?

- (a) You must pay:
 - (i) the fees and charges for the *service*, which are set out in Schedule 1 or in any applicable *special*; and
 - (ii) any additional fees and charges noted in the *agreement* (including in the *application*) or notified by *us* in accordance with the *agreement* from time to time.
- (b) You must pay all fees and charges which are incurred for the *service* even if *you* did not authorise its use.
- (c) You must pay the fees and charges for the *service* even if the *service* is unavailable or *you* are unable to access the *service*. However, *you* may be entitled to a refund or a rebate under clause 20.3 below.

18.2 What does the cost of the *service* depend on?

The cost of the *service*, once connected, depends on:

- (a) the *pricing plan you* select;
- (b) *your* use of the *service* (including whether any *additional data charge* is payable in any given month); and
- (c) any changes *you* make to *your pricing plan* and if *you* accept the terms of a *special*.

18.3 Types of fees and charges (including administration charges and other charges)

- (a) In addition to the fees and charges *you* incur in the normal use of the *service* (including an *access fee*, where applicable), *we* may charge *you* for an administration fee and other similar charges. These costs may include suspension fees or *cancellation fees*, late payment fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in Schedule 1.
- (b) *We* may also ask *you* to make a pre-payment usage charge or request that *you* make an interim good-faith payment (including, for example, if there has been an *unusually high use* of the *service*).

18.4 How do we calculate fees and charges?

- (a) To calculate fees and charges *we* look at billing information to calculate the fees and charges set out in Schedule 1, and *we* will include fees and charges received by *us* for which *you* have agreed to purchase from a third party and for which the third party has advised *you* that these charges will appear on *your* invoice from Elders for the *service*.
- (b) If *you* use the services of a third party, (for example: content services), *you* will be billed at the third party's applicable rates and charges and otherwise on the terms and conditions advised by *Elders* from time to time.



18.5 When do we start charging you for your use of the service?

We will charge you for use of the service from the service start date.

18.6 Can you change your pricing plan?

- (a) You may at any time request to change your pricing plan.
- (b) Under the terms of a pricing plan or special, there may be certain charges or conditions relating to changing your pricing plan.
- (c) A change of pricing plan may take up to ten (10) working days to take effect following your request.
- (d) All charges for the billing month in which you changed your pricing plan will be charged at the rate for the new pricing plan.
- (e) Changing your pricing plan does not affect the minimum term.

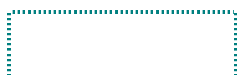
18.7 Specials

- (a) We may offer you a special from time to time (including a special in relation to a particular pricing plan).
- (b) We will notify you of any specials offered to you either through general advertising or by specifically advising you. The terms of each special will either be set out in Schedule 1, in an appendix, in advertising material or you will be advised separately in writing.
- (c) A special may be an offer to vary the price or the terms of supply (including the minimum term), and it may be subject to certain conditions.
- (d) If you validly accept a special, the terms of the special will prevail to the extent that the terms of the special are inconsistent with the terms of the agreement. Otherwise, the terms and conditions of the agreement continue to apply.
- (e) After the special expires, we may end the special and the full terms and conditions of the agreement will apply.

19. Payments

19.1 How often will we bill you?

- (a) Our initial bill will cover:
 - (i) the first full month's access fee plus a pro rata amount for any preceding part of a month;
 - (ii) the installation charge; and
 - (iii) any one-off-charge set out in the application.
- (b) We will then bill you monthly:
 - (i) in advance for the access fee; and



- (ii) in arrears for any usage (*additional data charge*) and/or *one-off charges*.

19.2 What will appear on *your* bill?

We will try to include on *your* bill all charges for the relevant billing period (less any *service* credits arising from the previous month). However, this is not always possible and we may include these unbilled charges in a later bill(s). *Your* bill will include costs incurred for *your* monthly access and any additional usage charges. *You* will be able to monitor your usage of the service, session times and MBs per session on *your* "My Account Web Page". If you require usage and session times on your tax invoice we will provide this at no charge to *you*.

19.3 We may use a billing agent to bill *you*

We may bill *you* using a billing agent (which may be another *Elders* group company).

19.4 What types of payment methods may *you* use?

- (a) *You* may pay by one of the payment methods as set out in the payment notification, on the back of the bill or on our websites.
- (b) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), we may charge *you* a fee as set out in Schedule 1.

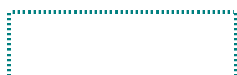
19.5 When must *you* pay *your* bill?

Subject to clause 20.2, *you* must pay the entire amount billed within 30 days of the date of the bill.

19.6 What happens if *you* do not pay *your* bill by the due date?

If *you* do not pay *your* bill by the date the payment is due, we may:

- (a) charge *you* a late fee as set out in Schedule 1. Any late fee is payable until all outstanding amounts are paid;
- (b) suspend or *cancel the service*, in accordance with clause 21 or 22 as relevant. If we suspend or *cancel the service*, we may charge *you* a suspension fee, *cancellation fee* and/or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee;
- (c) engage a mercantile agent to recover the money *you owe us*. If we engage a mercantile agent, we may charge *you* a recovery fee as set out in Schedule 1;
- (d) institute legal proceedings against *you* to recover the money *you owe us*. If we institute legal proceedings, we may seek to recover our legal costs; and
- (e) on-sell any unpaid amounts to a third party. If we do this, any outstanding amounts will be payable to that third party.



19.7 What happens if you have overpaid as a result of a billing error?

If you have overpaid as a result of a billing error:

- (a) your account will be credited with the amount you have overpaid; or
- (b) if you have stopped obtaining the service, we will use reasonable endeavours to notify you that you have overpaid and refund the over payment.

19.8 Taxes (including GST)

- (a) Unless otherwise indicated, the fees and charges set out in the agreement include any amount on account of tax.
- (b) Where the fees and charges do not include an amount on account of tax, if any tax is payable by us in relation to, or on any supply under or in connection with the agreement, we will increase the tax exclusive fees and charges by an additional amount on account of the tax. You must pay the additional amount at the same time you pay the fees and charges.

20. Complaints and Disputes

20.1 Making complaints

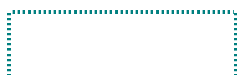
- (a) If you have any complaints in connection with the service, you may complain in writing (including by completing our complaints form on our website: www.elderstelecommunications.com.au) or by calling us.
- (b) We will handle your complaint in accordance with our complaints procedure. You may obtain a copy of this procedure from us or on our website: www.elderstelecommunications.com.au/goto/customercomplaintinformation.
- (c) We will use our best endeavours to resolve your complaint, however if we are not able to resolve your complaint to your satisfaction, you can take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

20.2 Suspension of payment obligations

Where your complaint is about a fee or charge for the use of the service, we may suspend payment obligations, for that fee or charge only, until the complaint has been investigated and resolved. If so, all other fees and charges that are not in dispute are due and payable.

20.3 Complaints about loss of access to the service

Where your complaint is about a significant and sustained loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or equipment owned by third parties, you may be entitled on request to a refund or a rebate of any access fees for the period in which your access or use was interrupted (including when an intervening event occurs or satellite bandwidth is not available).



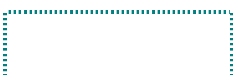
21. Cancelling the Service

21.1 Your right to *cancel the service*

- (a) You may *cancel the service* at any time by:
 - (i) giving *us* 30 days notice (please note that *you* are required to give *us* this notice if *you* do not wish to continue to use the *service* after the end of the *minimum term* of a *fixed-length agreement*, otherwise we will continue to supply the *service* to *you* – see clause 2.6(b) above); or
 - (ii) giving *us* notice, if:
 - A. there is no *satellite* bandwidth available for 30 days or more;
 - B. we breach a material term of the *agreement* and we cannot remedy that breach; or
 - C. we breach a material term of the *agreement* and we can remedy that breach, but we do not remedy that breach within 30 days after *you* give *us* notice requiring *us* to do so.
- (b) If *you* acquire the *service* from *us* through a sales method regulated by door-to-door sales legislation in *your* state or territory, *you* may *cancel the service* before the end of the cooling-off period set out in the relevant legislation.
- (c) If the *agreement* is a *fixed-length agreement*, *you* may also *cancel the service* in accordance with clause 2.7 or paragraph 12(d) above. These provisions set out the circumstances which give *you* the right to *cancel the service* if we change the *agreement* or the *service*.

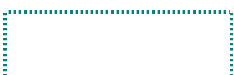
21.2 Our right to *cancel the service or application- non fixed-length agreement and fixed-length agreement*

- (a) We may cancel the service after three (3) years from the *service start date* without liability at any time by giving *you* at least 30 days notice.
- (b) We may *cancel the service* at any time, without liability, if:
 - (i) there is an emergency (for example, in the event of a *satellite* failure in any part of our *satellite network*, there may not be sufficient *satellite* bandwidth available to restore all of our *satellite* customers, in which case, we may *cancel the service*);
 - (ii) we reasonably suspect fraud by *you* or any other person in connection with the *service*;
 - (iii) any amount owing to *us* in respect of the *service* is not paid by its due date and we give *you* notice requiring payment of that amount and *you* fail to pay that amount in full within ten (10) days after we give *you* that notice, unless otherwise set out in the *agreement*;
 - (iv) we reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *Elders group company* in respect of any



service by its due date and *you* are given notice requiring payment of that amount by that *Elders group company* and *you* fail to pay that amount in full within the required period;

- (v) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clause 7.6 or *your* obligations relating to the use of the *service* set out in clause 7 above or otherwise misuse either the *service* (for example in breach of the *Acceptable use policy*) or breach clause 15.1) and *you* cannot remedy that breach;
 - (vi) *you* breach a material term of the *agreement* (other than a breach which separately gives rise to rights under this clause) (including for the avoidance of doubt, but not limited to, clause 7.6 or *your* obligations relating to the use of the *service* set out in clause 7 above or otherwise misuse either the *service* (for example in breach of the *Acceptable use policy*) or breach clause 15.1) and *you* can remedy that breach, and *you* do not remedy that breach within 30 days after we give *you* notice requiring *you* to do so;
 - (vii) we are required to do so to comply with an order, instruction, request or notice of a *regulator*, an emergency *services* organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth));
 - (viii) *you* suffer an *insolvency event* and we reasonably believe we are unlikely to receive payment for amounts due;
 - (ix) *you* die or if *you* are a partnership and the partnership is dissolved or an *application* is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due;
 - (x) the *service* is suspended for more than 14 days, unless otherwise set out in the *agreement*;
 - (xi) any *intervening event* prevents the supply of the *service* or the availability of *satellite* bandwidth in accordance with the *agreement* for more than 14 days; or
 - (xii) we are otherwise entitled to do so under the *agreement* (including under clause 15.2).
- (c) We may *cancel the service* under paragraph (a) above as soon as we give *you* notice, unless otherwise set out in the *agreement*. However, we may *cancel the service* immediately if there is an emergency.
- (d) Prior to the provision of the *service*, we may cancel *your application* immediately by notice to *you* without liability and without any obligation to provide the *service* if, in *our* opinion, it appears unlikely that we will be paid a high cost incentive for *your service* under the *Australian Broadband Guarantee (Transitional Program)* owing to the unavailability of funds under that program.



21.3 Our right to *cancel the service* for breach of conditions relating to *Australian Broadband Guarantee (Transitional Program)*

If:

- (a) any of the representations or information provided by *you* are, or come to be, false, untrue, misleading or inaccurate in any way or *you* breach any of the terms of the *agreement* (including *your* eligibility attestation in the *application*);
- (b) any of the conditions in clause 6.1 above are not complied with; or
- (c) *you* apply for more *services* than *you* are entitled to under *Australian Broadband Guarantee (Transitional Program)* and the *agreement*,

we may immediately *cancel the service* without liability, title to any *purchased equipment* automatically reverts to *us* and *you* must immediately return all *purchased equipment* to *us*.

21.4 How can *you* notify *us* that *you* wish to *cancel the service*?

You can ask *us* to *cancel the service* in accordance with the terms of this *agreement* by calling *Customer Service*. *Your* call will be notice to *cancel the service*.

21.5 When will the *service* be cancelled?

The *service* will be cancelled on the *cancellation date*. *You* will not be able to use the *service* after the *cancellation date*.

21.6 What happens when the *service* is cancelled?

- (a) The *agreement* terminates when the *service* is cancelled.
- (b) If the *service* is cancelled:
 - (i) *you* are liable for any charges incurred (including the *cancellation fee*, and outstanding equipment *charges* if any) up to, and including, the *cancellation date* (*you* should check Schedule 1 for details of any applicable *cancellation fee*);
 - (ii) *you* authorise *us* to apply any over payment on *your* account and/or money that *you* have paid in advance for the *service* which is being cancelled to pay for any undisputed outstanding charges (including the *cancellation fee*, if any); and
 - (iii) subject to paragraph (ii) above, *we* will refund any over payment on *your* account and any money that *you* have paid in advance for the *service* which is being cancelled on a pro-rata basis to *you*.
- (c) If the *service* is cancelled as a result of circumstances reasonably attributable to *you*:
 - (i) before the *service start date*, *you* must pay *us* all infrastructure and installation costs incurred by *us* in connection with preparations for supplying the *service* to *you*; and
 - (ii) during the *minimum term*, subject to clause 2.7, *you* must pay *us* the *cancellation fee*.

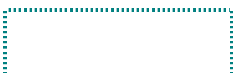


- (d) We are under no obligation to return the *location* to its original condition after the *service* is cancelled.
- (e) If *you* wish to reinstate the *service* *you* should contact *us*. If the *service* is cancelled as a result of circumstances reasonably attributable to *you* and *we* reinstate the *service*, then *you* may have to pay *us* a reconnection or reactivation fee.

22. Suspending the Service

22.1 Our rights to suspend the service

- (a) We may suspend the *service* at any time, without liability, if:
 - (i) there is an emergency (for example, in the event of a *satellite* failure in any part of the *satellite network* used to provide the *service*, there may not be sufficient *satellite* bandwidth to restore all of our *satellite* customers immediately, in which case, *we* may suspend the *service*);
 - (ii) doing so is necessary to allow *us* or a *supplier* to repair, maintain or *service* any part of *our network* or a *supplier's network* used to supply the *service*;
 - (iii) *we* reasonably suspect fraud by *you* or any other person in connection with the *service*;
 - (iv) *we* reasonably believe there has been an *unusually high* use of the *service*;
 - (v) any amount owing to *us* in respect of the *service* is not paid by its due date and *we* give *you* notice requiring payment of that amount and *you* fail to pay that amount in full within ten (10) days after *we* give *you* that notice, unless otherwise set out in the *agreement*;
 - (vi) *we* reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *Elders group company* in respect of any *service* is not paid by its due date and *you* are given notice requiring payment of that amount by that *Elders group company* and *you* fail to pay that amount in full within the required period;
 - (vii) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clause 7.6 or *your* obligations relating to the use of the *service* set out in clause 7 above or otherwise misuse either the *service* (for example in breach of the *Acceptable use policy*) or breach clause 15.1) and *you* cannot remedy that breach;
 - (viii) *you* breach a material term of the *agreement* (other than a breach which separately gives rise to rights under this paragraph) (including for the avoidance of doubt, but not limited to, clause 7.6 or *your* obligations relating to the use of the *service* set out in clause 7 above or otherwise misuse either the *service* (for example in breach of the *Acceptable use policy*) or breach clause 15.1) and *you* can remedy that breach, and *you* do not remedy that breach within 30 days after *we* give *you* notice requiring *you* to do so;



- (ix) we are required to do so to comply with an order, instruction, request or notice of a *regulator*, an emergency *services* organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth));
 - (x) problems are experienced interconnecting *our network* with any *supplier's network*;
 - (xi) *you* suffer an *insolvency event* and we reasonably believe we are unlikely to receive payment for amounts due;
 - (xii) *you* die or if *you* are a partnership and the partnership is dissolved or an *application* is made to dissolve the partnership, and we reasonably believe we are unlikely to receive payment for amounts due; or
 - (xiii) we are otherwise entitled to do so under the *agreement*.
- (b) We may suspend the *service* under paragraph (a) above as soon as we give *you* notice, unless otherwise set out in the *agreement*. However, we may suspend the *service* immediately if there is an emergency.
- (c) If we suspend the *service*, we may later *cancel the service* for the same or a different reason.

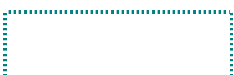
22.2 What happens when the *service* is suspended?

- (a) If the *service* is suspended, *you* will have to pay *access fees* for the *service* while it is suspended.
- (b) If the *service* is suspended and the suspension was not as a result of circumstances reasonably attributable to *you* or equipment owned by third parties, *you* may be entitled on request to a refund or a rebate of any *access fees* for the period of suspension.
- (c) If the *service* is suspended as a result of circumstances reasonably attributable to *you*, *you* may have to pay *us* a suspension fee.
- (d) If *you* wish to reactivate the *service* *you* should contact *us*. If the *service* is suspended as a result of circumstances reasonably attributable to *you* and we reactivate the *service*, *you* may have to pay *us* a reconnection or reactivation fee.

23. What are you and we liable for?

23.1 Your liability to us

- (a) *You* are liable to us if you breach this Agreement or act negligently under the principles applied by the courts. However, you are not liable for any *loss* we suffer to the extent that it is caused by *us*, for example, through our negligence or breach of this Agreement.
- (b) *You* are not liable to *us* for any *consequential losses* we suffer or for any costs, expenses, *loss* or charges that we incur which are not a direct result of something *you* have done or failed to do (except under an indemnity in paragraph (c) below or clause 14.2(f)).



(c) If you are a *small or medium enterprise customer*, we are not liable to your *end users* (in contract, tort (including negligence), statute or otherwise). If an *end user* makes a *claim* against us in relation to:

- (i) the use (or the attempted use) of *your service*; or
- (ii) equipment used in connection with *your service*,

you indemnify us against (and must pay us for) any *loss* or damage we suffer in connection with that *claim*.

23.2 Our liability to you

(a) We have responsibilities and obligations under the law, including under:

- (i) the *Telecommunications Legislation*;
- (ii) the *Trade Practices Act*; and
- (iii) applicable laws, regulations and codes.

Nothing in the *agreement* removes or limits any rights that you have under existing laws or regulations.

(b) We may be liable to you for:

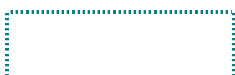
- (i) any damage to *your* property which has been caused by the fault, negligence or fraud by us or our *personnel* during installation, repair or *maintenance*;
- (ii) *interruptions* in your use of the *service* as a result of a fault or negligence of us or our *personnel*, to the extent of a refund or rebate for the period of the *interruption*;
- (iii) death or personal injury caused by us or our *personnel*; and
- (iv) breach of terms that are implied by the *Trade Practices Act* and other laws into contracts for the supply of goods and *services*. If any condition or warranty is implied into the *agreement* under the *Trade Practices Act* or other laws, then our liability (if any) for breach of that condition or warranty in connection with any goods or *services* we supply under the *agreement* is limited to re-supplying, repairing or replacing the goods or *services*, where those goods or *services* are not of a kind ordinarily acquired for personal, domestic or household use and where it is reasonable and fair to do so.

(c) If you have contributed to any *loss* or damage you are *claiming* against us, our liability is reduced to the extent of *your* contribution.

(d) We are not liable to you for:

- (i) any *consequential losses* you suffer; or
- (ii) for any costs, expenses, *loss* or charges that you incur which are not a direct result of something we have done.

(e) We are not liable to you for *loss* you may suffer arising from the lack of availability of *satellite* bandwidth for any reason, including *system*



reconfiguration or failure of a *satellite*, even if that lack of availability arises from our negligence or negligence of a third party. Operation of the *satellite network* does not form part of the *service*.

- (f) Where we are liable to *you* for *interruptions* to the *service* as a result of the breach of this Agreement or our negligence, *our* liability is limited at our election to:
 - (i) the remedy specified in paragraph (b)(ii) above; or
 - (ii) repairing or replacing *your equipment* or resupplying any relevant or equivalent services which are capable of being resupplied, or in either case paying *you* the cost of doing so.
- (g) Except for clause (f) above, our total liability for any *claim* or series of connected *claims* based on:
 - (i) breach of this *agreement* (other than statutory implied terms); and
 - (ii) negligence arising in connection with this *agreement*,is limited in aggregate to \$5 million to the extent that the exclusions and limitations in paragraphs (a) to (e) above do not apply.
- (h) *You* acknowledge that no *supplier* is liable to *you* in any circumstances (including in negligence) in relation to any *service* supplied to *you*, any delay in supplying the *service* or failure to supply the *service*.

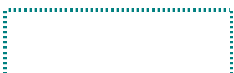
24. Assigning the agreement to a third party

24.1 How can we assign our responsibilities to a third party?

- (a) We may assign some or all of our rights under the *agreement* (where those rights are assignable) to any person. Any assignment is subject to DCITA's prior written consent.
- (b) We may transfer some or all of our obligations under the *agreement* to any *Elders group company* that is able to perform those obligations.
- (c) We may perform any of our obligations under the *agreement* by arranging for them to be performed by another person, including a *supplier* or another *Elders group company*. We will still be responsible for the performance of the obligations.

24.2 How can you assign your responsibilities to a third party?

- (a) *You* may assign *your* rights under the *agreement* (where those rights are assignable) so long as *you* have our prior written consent.
- (b) *You* may transfer *your* obligations under the *agreement* if:
 - (i) the person to whom *you* are transferring the obligations:
 - A. provides satisfactory proof of identification;
 - B. meets the eligibility criteria for the *service*; and



C. has an appropriate *credit rating* as reasonably determined by us, and

(c) the *service* is available at the *location* where they wish to acquire the *service*.

25. Australian Broadband Guarantee (Transitional Program) registration

25.1 If we propose to terminate *our* registration as an *Australian Broadband Guarantee (Transitional Program) provider* with DCITA, we will give you 20 *working days* written notice of the intention to terminate registration with DCITA..

25.2 If we terminate *our* registration as an *Australian Broadband Guarantee (Transitional Program) provider*, we will cease to provide the *service* but ownership of the CPE supplied and installed by *us* for *you* will reside with *you*.

25.3 If we propose to cease supplying the *service* and it is an *Australian Broadband Guarantee (Transitional Program) service*, and also continue *our* registration and operation as an *Australian Broadband Guarantee (Transitional Program) provider*, and DCITA agrees to vary its arrangements with *us* to this effect, we will:

- (a) give *you* 20 *working days* written notice of the proposed withdrawal of the *service*; and
- (b) we will offer to migrate *you* from the *service* to be withdrawn to a comparable *Australian Broadband Guarantee (Transitional Program) service* if such a *service* is available. If no such comparable *service* is available, we will offer to migrate *you* from the *service* to be withdrawn to the Threshold *Service* that we provide under the *Australian Broadband Guarantee (Transitional Program)*. Such a migration (in either case) will not involve any additional charge to *you* by *us*. If *you* do not elect to migrate to such an *Australian Broadband Guarantee (Transitional Program) service* we will provide reasonable assistance to *you* in transferring to a new *service* to be provided by another Registered Program Provider (as defined in the *Australian Broadband Guarantee (Transitional Program) guidelines*).

26. General

26.1 Which laws and courts govern the *agreement*?

- (a) The *agreement* is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which *you* normally reside.
- (b) *You* and *we* submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

26.2 Can *your personnel* give consent on *your behalf*?

- (a) We may need *your* consent to do certain things. *You* may nominate (in writing) *personnel* who are authorised to give *your* consent and to have access to our support and *maintenance* staff.
- (b) If *you* do not nominate any *personnel* we may rely on the authority of any of *your* employees who tell *us* they have authority to give *your* consent, as long as we act in good faith.



26.3 Intellectual property protections

- (a) We own all material (including *intellectual property rights*) developed by us or our *personnel*, or at our or their direction.
- (b) We may permit *you* to use this material, or other material licensed by us, as part of the *service*. This permission is subject to any conditions which we may impose from time to time and will cease when the *service* is cancelled.
- (c) You must not infringe any person's *intellectual property rights* (such as by using, copying or distributing data or software without the permission of the owner) in using the *service*. If you breach this paragraph, we may suspend or *cancel the service* without notice.

26.4 What happens if you can't fulfil your obligations or we can't fulfil our obligations under the agreement because of an event outside your or our control?

- (a) If an *intervening event* occurs which affects *you* from performing any of your obligations under the *agreement* (other than an obligation to pay money), then you will not be liable for failing to perform that obligation. You must notify us of the *intervening event* and use your best efforts to resume performance in accordance with the *agreement* as soon as reasonably possible. Our obligations continue during the *intervening event*, except if we are not able to perform our obligations because you are unable to perform your obligations due to the *intervening event*.
- (b) If an *intervening event* occurs which affects us (or any of our *personnel*) from performing any of our obligations under the *agreement* (other than an obligation to pay money), then we will not be liable for failing to perform that obligation. We must notify you of the *intervening event* and use our best efforts to resume performance in accordance with the *agreement* as soon as reasonably possible. Your obligations continue during the *intervening event*, except if you are not able to perform your obligations because we are unable to perform our obligations due to the *intervening event*.

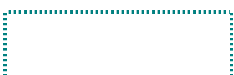
26.5 What happens if you become a carrier or carriage service provider?

- (a) You represent that you are not a carrier or carriage service provider.
- (b) If you are or become a carrier or carriage service provider, we may immediately *cancel the service* by giving you notice.
- (c) If we *cancel the service* under this clause, we will negotiate in good faith with you to enter into an alternative *agreement* governing supply of the *service*, on terms to be agreed.

26.6 When do we waive a right we have under the agreement?

If you breach the *agreement* and we do not exercise a right that we have because of your breach, we do not waive:

- (a) that right unless we give you notice in writing setting out that we have waived that right; or
- (b) our right to insist that you perform any obligation you have under the *agreement*.



26.7 Receipt of financial support by us

We have received or may receive financial and other support from DCITA and Australian Broadband Guarantee (Transitional Program) in providing the service. The provision of the service to you is a Australian Broadband Guarantee (Transitional Program) project, assisted by funding from the Australian Government.

26.8 Payment of commission by us

We may pay a commission to any of our *personnel* in connection with the *agreement*.

26.9 Information about your rights

Information and advice about *your* rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Department of Fair Trading or Department of Consumer Affairs in *your* state or territory.

27. What do terms in the agreement mean?

27.1 Definitions

Acceptable use policy means the most current version of the Elders Acceptable Use Policy prescribing the rules and guidelines which you must comply with in using the service available on the Elders' website:
www.elderstelecommunications.com.au/goto/satelliteacceptableusepolicy.

access fee means the fixed payment for access to the service payable on a regular basis (often monthly). The access fee is payable regardless of the actual usage of the service. A minimum monthly charge and minimum monthly service charge are also access fees.

additional data charge means the charge for data downloaded to your modem in addition to the data allowance.

agreement means the terms and conditions on which we supply the service to you.

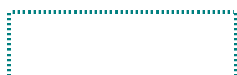
appendices means any appendices containing information relevant to the service.

application means the part of the agreement which is the written, verbal or on-line application you complete to request that we supply the service to you.

Australian Broadband Guarantee (Transitional Program) means the Australian Broadband Guarantee (Transitional Program) established by the Commonwealth of Australia as represented by DCITA and as more fully described in the Australian Broadband Guarantee (Transitional Program) guidelines.

Australian Broadband Guarantee (Transitional Program) guidelines means the Australian Broadband Guarantee (Transitional Program) Guidelines published by DCITA on the Australian Broadband Guarantee (Transitional Program) website.

Australian Broadband Guarantee (Transitional Program) provider means a service provider registered under the Australian Broadband Guarantee (Transitional Program) and with whom DCITA has a Australian Broadband Guarantee (Transitional Program) agreement, who is providing Australian Broadband Guarantee (Transitional Program) services under Australian Broadband Guarantee (Transitional Program), other than us.



Australian Broadband Guarantee (Transitional Program) service means an Internet service meeting the requirements of the *Australian Broadband Guarantee (Transitional Program) guidelines* for registration under *Australian Broadband Guarantee (Transitional Program)*, other than the *service*.

broadband is a data transmission rate that is significantly faster than standard dial-up modem transmissions. *Broadband* can carry voice, video and data (including Internet) traffic.

cancel the service means that the *service* is cancelled and the *agreement* is terminated.

cancellation date means:

- (a) the date 30 days after *you* notify *us* that *you* wish to *cancel the service*, unless *we* agree otherwise;
- (b) the date at least 30 days after *we* notify *you* that *we* will be cancelling the *service*; or
- (c) as otherwise set out in the *agreement*.

cancellation fee means the *cancellation fee* or termination charge which may be payable on cancellation of the *service*, as set out in Schedule 1.

churn means to change from having a *service* supplied by one *service provider* to having the *service* supplied by another *service provider*.

claim means any *claim*, demand, action or proceeding, whether in contract or tort, pursuant to statute, or otherwise which is made or brought in connection with:

- (a) the provision or use by any person of the *service*; or
- (b) the agreement.

consequential loss means any *loss* of revenue or profits, *loss* of anticipated savings, *loss* of data, *loss* of value of equipment, any penalties or fines imposed by a *regulator* and any *loss* that is an indirect *loss*.

constitute prices means the price charged for each element of the *service* which, when added together, forms the total price to *you* for the *service*.

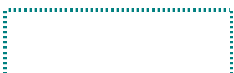
content means:

- (a) all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined; and
- (b) any content service,

sent and received across a *network*.

CPE stands for customer *premises* equipment, for example: *your* computer, the *satellite* dish and the modem.

Customer Service means the *Elders* Customer Help desk which is contactable at the email address: ethelp@elders.com.au.



Credit rating means information about *your* credit worthiness, credit standing, credit history or credit capacity that credit providers are entitled to give to each other under the Privacy Act 1998 (Cth).

data allowance means the amount of maximum *data usage* that can be used at high-speed in a given billing month as set out in *your pricing plan*. *Data allowance* is measured in Megabytes (MB) (1 Gigabyte (GB) = 1000 MB).

data speed means the speed at which data bits, comprising both protocol headers and data payload, are carried by the *service*.

data usage means the amount of data that *you* have *downloaded* in a given billing month. *Data usage* is measured in MB.

DCITA stands for the Department of Communications, Information Technology and the Arts.

download means to move data from *our network* to *your* modem or connected device.

Elders group company means *Elders* and each of its *related corporations*.

Elders means Elders Telecommunications Pty Ltd (ACN 117 261 864).

eligible customer means the same meaning as in the *Australian Broadband Guarantee (Transitional Program) guidelines*, and includes:

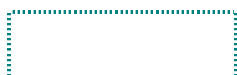
- (a) a residential customer being a customer who requests a Program Service Plan (as defined in the *Australian Broadband Guarantee (Transitional Program) guidelines*) be provided at premises that are their principal place of residence primarily for private and personal use;
- (b) a small business with 20 or fewer full time equivalent employees at the time of application for the *service*, regardless of whether or not the employees are permanent employees; or
- (c) an *Indigenous community council*.

eligible premises means the same meaning as in the *Australian Broadband Guarantee (Transitional Program) guidelines*, and includes a *premises* in a *Program Area* (as defined in the *Australian Broadband Guarantee (Transitional Program) guidelines*) being, in summary, a small business premises or the principal place of residence, that did not have access to a *metro-comparable service* when an application for a *service* at the premises was submitted to a *service provider*.

end user means any person:

- (a) to whom *you* ask *us* to supply the *service* directly;
- (b) to whom you resupply the *service*, or allow to distribute the *service*;
- (c) who you allow to use the *service*; or
- (d) to whom you supply any goods or services which use or rely on the *service*.

equipment charge means any charge for equipment obtained from *us* including, for example, phones or modems and includes the cost of any software or *licences* supplied to operate in conjunction with that equipment.



excluded event means:

- (a) a breach of the *agreement* by *you*;
- (b) a negligent or fraudulent act or omission by you or any of your personnel;
- (c) a failure of any of your equipment;
- (d) a failure of the service as a result of sun transit;
- (e) maintenance which does not exceed any period determined or agreed in accordance with our standard practices and procedures from time to time; or
- (f) an intervening event.

fixed-length agreement means an *agreement* that has a *minimum term*, during which time neither *you* nor *we* are free to change the terms of the *agreement* or to *cancel the service*, other than as specifically provided for in the *agreement*. A fixed-length agreement does not include a month-to-month agreement.

higher bandwidth service means any Internet access *service* that provides access from the Internet at a peak *data speed* of at least 512 kbps and to the Internet at a peak *data speed* of at least 128 kbps with a 1000 MB per month usage allowance.

A change to this *agreement* will **impact you** if *you* have used or been billed for the *service* affected by the change during the six (6) months before our notice and *we* reasonably consider that the change will have more than a minor detrimental impact on *you*.

Indigenous community council has the same meaning as in the *Australian Broadband Guarantee (Transitional Program)* guidelines and is an entity which can substantiate its status as such, if requested, to *DCITA*.

insolvency event means:

- (a) bankruptcy proceedings are commenced against *you*, or *you* are declared bankrupt;
- (b) any step is taken to enter into any scheme of arrangement between you and your creditors;
- (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of your assets or business;
- (d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to you or to the whole or any part of your assets or business;
- (e) you suspend payment of your debts generally; or
- (f) you are, or become, unable to pay your debts when they are due or you are, or are presumed to be, insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).

installation charge is the charge payable by *you* to *us* for the *purchased equipment* and installation of the *purchased equipment* (including cabling and labour) at the *location*, as set out in the *application* or Schedule 1. The *installation charge* does not include: installation at a *location* that is not listed in the *application*, *non-standard installation* (*we*



reserve the right to charge a *non-standard installation charge* for *non-standard installations*, as set out in the *application*), any modification of *your* computer to make it comply with the required specifications for the *service*, any operating system upgrade or LAN software configuration.

intellectual property rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).

interruption in the supply of goods or a *service* (including the *service*) means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that *service*.

intervening event is an event outside *your* or our reasonable control which interferes with the operation of the *network* we use to supply the *service* or the *satellite* bandwidth and results in ongoing disruption to the *service*. An *intervening event* includes *sun transit*, asteroids or other space calamities affecting a *satellite*, failure of any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the *Telecommunications Legislation*) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any *regulator*, any *supplier* or any of their *personnel*).

IP stands for Internet protocol.

LAN stands for local area *network* and is a *network* of connected computers that are in a limited geographic area.

licences means all *licences*, authorities, consents, approvals or permits which *we* or *you* (as the case may be) is required to hold or to have obtained in order to lawfully install equipment and transmit or receive telecommunications traffic.

location means the site including the *premises* to which *we* will provide the *service*, as specified in the *application*.

loss means any *loss*, cost, liability or damage, including reasonable legal costs.

maintenance means the *service* provided by *us* to *you* for the repair and servicing of the *purchased equipment* at the *location*, as described in clause 15.5.

maintenance period means one year from the *service start date* and any further period (up to two further years) during which *we* have arrangements in place with a maintenance and repair contractor for the *maintenance* of the *purchased equipment*.

metro-comparable service has the same meaning as in the *Australian Broadband Guarantee (Transitional Program)* guidelines, and in broad terms means a *higher bandwidth service* supplied at prices no greater than the prices set out in the *Australian Broadband Guarantee (Transitional Program)* guidelines' definition of *metro-comparable service*.

minimum term means the period of time for which *you* have agreed to receive the *service* under a *fixed-length agreement*. The *minimum term* begins on the *service start date* and runs for 18 months, unless otherwise stated on the *application*. On expiry of the *minimum term*, this *agreement* becomes a *non fixed-length agreement*, for which there is no *minimum term*.

network means any interconnected telecommunications equipment, facilities, or cabling.

new Australian Broadband Guarantee (Transitional Program) service means a *Australian Broadband Guarantee (Transitional Program) service* provided by a *Australian*

Broadband Guarantee (Transitional Program) provider to a customer who was not previously receiving a Program Service (as defined in the Australian Broadband Guarantee (*Transitional Program*) guidelines) from that provider.

non fixed-length agreement means an *agreement* that does not have a *minimum term*, or a *fixed-length agreement* where the *minimum term* has expired. A *non fixed-length agreement* includes a month-to-month *agreement*.

non-standard installation means an installation in non-standard circumstances, as set out in the *application*.

one-off charges means those charges listed in clauses 3 and 4 of Schedule 1 or noted as a one-off charge.

our network means the *satellite network* which is used to supply the *satellite* bandwidth, the Internet access gateway used to supply the *service* to *you* and any links between the two, including both software and hardware.

personal information means information about *you* from which *your* identity is apparent or can reasonably be ascertained. *Personal information* includes *your* name, address and other details, and *your* personal or commercial *credit rating*.

personnel of a person means that person's employees, agents, contractors or other representatives and, in the case of *us*, includes the employees, agents, contractors or other representatives of any *Elders group company*.

premises means the place of residence, business or for the operation of a *not-for-profit organisation*:

- (a) at which *we* supply the *service*; and/or
- (b) to which *we* need to have access to supply the *service*.

pricing plan contains information about the terms and conditions and prices of the plan *you* have selected in the *application*. *You* may also hear a *pricing* plan referred to as a 'rate plan'. The *pricing* plans are set out in Schedule 1.

primary email address means the first email address provided with *your service*. The *primary email address* may receive communications related to the *service* from time to time.

private IP address means an *IP* address allocated to the *purchased equipment* which is not advertised to the Internet.

public access Internet facility means an Internet *service* that is provided principally for public access with or without charge.

public IP address means an *IP* address allocated to the *purchased equipment* which is advertised to the Internet.

purchased equipment means the equipment (including any applicable *CPE*) that *we* will sell to *you* for the *service* and consists of a *satellite modem* and associated drivers, solid state power amplifier, low noise block, *VSAT* antenna, acceleration client software (as required), associated cabling and mount.

regulator means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum



Limited, the Telecommunications Industry Ombudsman or any other relevant government or statutory body or authority.

related corporation of a company means another company that is related to that entity in any of the ways specified in section 50 of the Corporations Act 2001 (Cth).

relocation fee means the fee that we will charge you for connecting the service to a site other than the location, as set out in Schedule 1.

satellite means a space satellite providing bandwidth that is accessed by the service.

satellite modem means a device that sends and receives data, such as Internet traffic, across satellite bandwidth to provide Internet access.

satellite network means any one or more of, or any part or combination of, the following:

- (a) a satellite;
- (b) a transponder;
- (c) telemetry, tracking and control system;
- (d) satellite uplink equipment; and
- (e) any other equipment or systems used in the transmission or management of signals to or via a satellite.

scheduled maintenance means maintenance, modification or an upgrade of our network:

- (a) of which affected customers have been given prior notice; and
- (b) which will result in all or part of the service being temporarily impaired or unavailable.

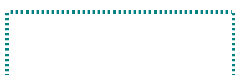
service means the service, with the features requested in the application as described in clause 3 above, and any related goods (including equipment) and ancillary services which we supply to you in connection with that service.

service area means the area for which we have registered with DCITA to offer services under the *Australian Broadband Guarantee (Transitional Program)*, excluding:

- (a) any location that would require an antenna dish larger than 1.8m (larger antenna dishes may be required at any location that is north of 18.000 degrees latitude) to provide the service (and the antenna dish size will be determined by our personnel generally by entering customer data in a mapping tool to determine the longitude and latitude of a location, to calculate the antenna dish size required);
- (b) any location that is not accessible by road transport; and
- (c) any location that we determine is unable to receive the service due to any other technical limitation (including , without limitation, clear line of sight to the our satellite (approximately north north east at an angle range of 40-70 degrees).

service delivery point means the point at which a service is made available for connection to your equipment or cabling.

service provider means a retail Internet service provider.



service start date for the *service* means the date on which we start supplying that *service* to you.

small or medium enterprise customer means any customer we classify as a small or medium enterprise and who is a business or non-profit organisation, (including a body corporate, sole trader, or partnership) using the *service* for business purposes, but not for the purposes of resale (except in the case of *not-for-profit organisations* who are supplied the *service* to supply a new *public access Internet facility* on a not-for-profit basis).

special means a *special* promotion or offer made by us in connection with the *service*.

sun transit means any period during which electromagnetic radiation from the sun causes interference or results in a failure of the *service* to meet its required performance levels.

supplier means any *supplier* of goods or *services* (including *interconnection services*) which are used directly or indirectly by us to supply the *service* to you. Where a *supplier* supplies goods or *services* to you directly, that *supplier* is not acting in its capacity as *supplier*, but rather is a third party providing *services* directly to you.

supported system requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support specified in the *application*.

system reconfiguration means any modification or variation to the *satellite network* undertaken by us.

tax means any value-added or goods and *services tax*, withholding *tax*, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any *taxes* on income or capital gains.

Telecommunications Legislation means the Telecommunications Act 1997 (Cth), the Telecommunications (Consumer Protection and *Service Standards*) Act 1999 (Cth) and Part XIB, Part XIC and related provisions of the *Trade Practices Act*.

Telstra means *Telstra Corporation Limited* (ACN 051 775 556).

Threshold Service has the meaning given in the *Australian Broadband Guarantee (Transitional Program) guidelines*.

Trade Practices Act means the *Trade Practices Act 1974* (Cth).

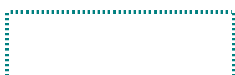
transponder means that part of a *satellite* which is capable of receiving, amplifying, translating and re-transmitting telecommunications traffic, other than such a part which is not owned or leased by our *satellite* operator.

unusually high use means high out of pattern usage of the *service* on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar *pricing plan* or who have accepted a similar *special*.

upload means to move data from your *satellite modem* or connected device to our *network*.

VSAT stands for 'very small aperture terminal'.

we means *Elders*, the company who supplies the *service* to you (and *us* and *ours* is to be construed accordingly).



working day means a day other than:

- (a) Saturday or Sunday; or
- (b) a day that is a public holiday or an Australian public service holiday in the relevant state or territory in which you live.

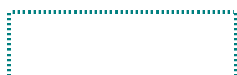
you means the person who fills out the *application* (and *your* and *yours* is to be construed accordingly). Only one person may fill out the *application*.

your equipment means any equipment (including any *CPE*) or facilities that are owned or controlled by *you* on *your* side of the *service delivery point* and used in connection with the provision of the *service*, including any *purchased equipment*.

27.2 Interpretation

- (a) The following words have the same means in the *agreement* as they have in the *Telecommunications Legislation*:
 - (i) carrier;
 - (ii) carriage *service*;
 - (iii) carriage *service provider*;
 - (iv) *content service*; and
 - (v) facility.
- (b) A term which is defined in any part of the *agreement* has the same meaning in every other part of the *agreement*.
- (c) The singular includes the plural and vice versa.
- (d) Different grammatical forms of the same word(s) have the same meaning.
- (e) Examples or words of inclusion are illustrative only and do not limit what else might be included.
- (f) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.

CONTACT DETAILS	
Customer Service	By email - ethelp@elders.com.au By phone - 1800 ET HELP (1800 384 357)



Schedule 1

1 Standard Pricing Table

1.1 Pricing plans

2 Way Services					
	Monthly Recurring Price incl GST #				
Monthly Allowance	500 MB	1 GB	2 GB	3 GB	5 GB
Speed Ψ					
256/64 Fixed Plans	\$49.95	\$64.95	N/A	N/A	N/A
512/128 Fixed Plans	NA	\$79.95	\$109.95	\$129.95	\$149.95
256/64 Usage Plans	\$39.95	\$54.95	N/A	N/A	N/A
512/128 Usage Plans	NA	\$64.95	N/A	N/A	N/A

- (a) Included data is *your monthly data allowance*.
- (b) With Fixed Plans, the *service* is speed limited to 64 kbps once the monthly *data allowance* is reached.
- (c) The additional data rate for all Usage Plans is 8 cents per MB *downloaded*. If you exceed the monthly *data allowance* with Usage Plans, the additional data rate will apply to all data *downloaded* in addition to your *data allowance*.
- (d) For the Usage Plans above, once the total data *downloaded* reaches the following levels:
 - (i) for the 500MB, 256/64 Usage Plan: 2GB;
 - (ii) for the 1GB, 256/64 Usage Plan: 2GB; and
 - (iii) for the 1GB, 512/128 Usage Plan: 3GB,

we will not continue to charge you the additional data rate for data *downloaded* beyond those amounts, however the *service* may be speed limited to 64 kbps.

- (e) # These *services* all include *maintenance of purchased equipment* for the *maintenance period* from the *service start date*, unless cancelled earlier. *Maintenance* includes travel, except that for *locations* that are greater than 400km from one of our *Maintenance Centres* or where you are located outside of the Australian mainland or Tasmania, we reserve the right to quote for additional *maintenance* charges.
- (f) Ψ The first figure refers to *Data speed download to your modem* and the second figure refers to *Data speed upload to the Elders satellite from your modem*. Speeds are by kbps.
- (g) The prices above are the maximum prices we will charge you for the *service*. From time to time we may offer *specials* with lower prices. These *specials* may be



notified by us from time to time by posting details of those *specials*, and the terms applicable to them, on *our* website.

2 Installation charges

2.1 Standard installations

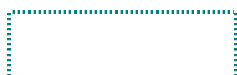
Installation with <i>Australian Broadband Guarantee (Transitional Program)</i> Subsidy	Charge
<p>For <i>services</i> eligible for an <i>Australian Broadband Guarantee (Transitional Program)</i> high cost incentive payment. Installation 2 way (1 Watt, 0.96m, 1.2m & 1.8m)</p> <p>Note: <i>Australian Broadband Guarantee (Transitional Program)</i> subsidy is \$2,500 (GST excl) for a 2 way <i>service</i>.</p>	<p>\$129.00</p> <p>If the installer is unable to safely install either a wall or roof mounted antenna then a Site Survey charge will be charged. The customer will have the option to pay additional installation charges for the installation of a ground mount antenna. If the customer agrees to a ground mount antenna then the site survey fee will be waived.</p>
Site Survey (where required)	<p>\$260.00</p> <p>Includes up to 50km round trip travel, additional travel may incur further charges.</p>

2.2 *Non-standard installation*

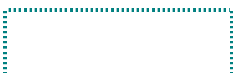
We reserve the right to quote for *non-standard installations*. A site survey may be required to provide a quote.

3 Additional service charges

Activity	Charge
Ground Mount Antenna including all cabling and installation in conjunction with an Australian Broadband Guarantee (Transitional Program) initial installation.	\$1,500.00
Ground Mount Antenna including all cabling and installation replacing a wall mounted or roof mounted antenna.	\$2,500.00



Activity	Charge
For satellite services a minimum 4 Public IP Addresses are required if you require a static IP address.	Set up fee for the satellite Public IP addresses is \$50 (GST inclusive). Monthly charge of \$20 (GST inclusive) for the 4 addresses.
<i>Maintenance</i> call-out	\$260.00 Includes up to 50km round trip travel and up to 2 hours on-site. Excludes the replacement of <i>purchased equipment</i> outside of the <i>maintenance period</i> . Additional travel may incur further charges.
Labour charge	\$100 per hour of additional time on-site
Relocation	<i>We</i> reserve the right to quote a <i>relocation fee</i> for <i>relocation</i> of the <i>service</i> .
Replacement SkyEdge 2 way <i>satellite modem</i>	\$1,350.00 This fee will be incurred where <i>satellite modem</i> is not covered by warranty or under <i>maintenance</i> . Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.
Replacement 1.2m antenna	\$489.00 Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.
Replacement 1.8m antenna	\$1,315.00 Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.
Replacement LNB	\$154.00 Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.
Replacement 1 watt SSPA	\$475.00 Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.
Replacement 2 watt SSPA	\$1095.00 Fee includes equipment plus freight to <i>location</i> on Australian mainland, excludes installation.



4 Other Charges

4.1 Reconnection fee

- (a) If you wish to reconnect the *service* a fee of \$99 is payable where *service* reactivation can be completed without *us* attending the *location*.
- (b) If we are required to attend the *location* to reconnect the *service*, we will quote you a price for our attendance and any installation or other *services* required.

4.2 Cancellation fee

If you wish to *cancel the service* before the end of the *minimum term*, we will charge you a *cancellation fee* of the monthly *access fee* times the number of months remaining of the *minimum term*.

4.3 Change of applicant

If you wish to change the applicant who holds the (*Australian Broadband Guarantee (Transitional Program)*) account, we will charge you a fee of \$129.

4.4 Late Or Non-Payment Fees And Charges

- (a) If you do not pay all amounts you owe us by the date the payment is due, we may charge you a late fee of:

Unpaid Amount	Late Fee
Less than \$100	\$10 per month (no GST payable)
\$100 or more	\$10 per month plus 2% above the prime lending rate charged to us by the ANZ Bank calculated daily on the unpaid amount above \$100 (including any late fees already incurred).

- (b) This late fee is payable until all outstanding amounts are paid.

4.5 Payment dishonour charges

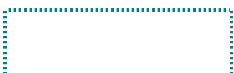
- (a) We may charge you a dishonour fee of \$22 if your payment is dishonoured by your nominated financial institution or credit provider.
- (b) This fee is in addition to any fees that your financial institution or credit provider may charge you.

4.6 Payments made through an Australia Post outlet

If you pay your account at an Australia Post outlet, you will be charged an account processing fee of \$0.55.

4.7 Mercantile agent recovery fee

If we engage a mercantile agent against you to recover money you owe us, we may charge you a recovery fee of 15% of the outstanding amount.



5 Special Offers

1. For Elders Staff Offer – \$0 installation charge for a standard installation. “Elders Staff” means any one working permanently for (a) a business which is more than 49% owned (directly or indirectly) by Futuris Corporation Limited or (b) an agent or franchisee of those businesses.
2. For existing Elders Trading Account Customers – First month’s access price is \$0.
3. Free terrestrial dial-up internet access from the date of the satellite service *application* to 3 months after the satellite *service* is connected. For further details of the dial-up internet service, go to www.elderstelecommunications.com.au

