



## IMPORTANT CUSTOMER INFORMATION - YOUR RIGHTS AND OBLIGATIONS

Elders Telecommunications Pty Limited ABN 92 117 261 864 or the Elders group company used to provide the Service to you (we) will provide you the Service (the service) on the terms of the Elders Big Red broadband Satellite (Broadband Connect) Terms and such other documents referenced in those terms (collectively, the agreement), unless you have entered into a separate written agreement with us (in which case the terms of the written agreement will apply). The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This is a summary of the agreement only. It is designed to give you information about what the agreement covers and some of its important terms. If you would like more detail about your rights and obligations, you should read a copy of the agreement. A copy of the various components of the agreement, together with any updated version of this summary, is available at <http://www.elderstelecommunications.com.au> or on request.

## SUMMARY OF MATERIAL TERMS AND CONDITIONS

### Description of the service:

The particular details of the service you have selected are set out in the Elders Big Red broadband Satellite (Broadband Connect) Terms, which form part of the agreement between you and Elders. You should have regard to the Elders Big Red broadband Satellite (Broadband Connect) Terms for details of that service.

In summary, the service includes: internet access, a peak data speed of at least 256 kbps (to you) and 64 kbps (from you), an average data download and upload speed of at least 60% of the peak speed (at least 75% of the time) measured according to a prescribed *Broadband Connect* testing schedule for test computers located in different geographic regions, a minimum monthly usage allowance (download and upload) of at least 500 MB, availability 99% of the time (averaged over a quarterly period), free 24 hour fault reporting, a staffed helpdesk available during the hours of operation (specified at <http://www.elderstelecommunications.com.au>), usage information updated daily (if usage limits apply) and information about current usage and associated costs (if requested by you) and a data testing tool.

### Provision of the service:

*Non fixed-length agreement:* We will provide the service until it is cancelled in accordance with the agreement.

*Fixed-length agreement:* We will provide the service for the minimum term of the

agreement or until the service is cancelled in accordance with the agreement.

### Conclusion of minimum term of fixed-length agreement:

If neither you nor we cancel the service at the end of the minimum term, the agreement will become a non-fixed length agreement.

If you do not wish to continue the service at the end of the minimum term, you must notify us of this before the end of the minimum term.

If we will not provide you with the service at the end of the minimum term or will change the terms of the agreement at the end of the minimum term, we will notify you before the end of the minimum term.

### Changing the agreement:

*Non-fixed-length agreement:* We may change the agreement by complying with the Telecommunications Legislation (by giving you reasonable notice of the change if we reasonably expect it to adversely affect you).

*Fixed-length agreement:* We may change the agreement by complying with the Telecommunications Legislation in the same way as mentioned above and, in those circumstances set out in the agreement only, by giving you 21 days notice in writing (eg by bill insert) of the change and allowing you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

Unless otherwise set out in the agreement, you cannot make any changes to the agreement without our consent.

### Personal information about you:

Personal information about you includes your name, address, credit rating and may include numbers you have called and the time and location of a call.

We may collect, use and disclose personal information about you:

- to decide whether to start, stop or limit supply to you of credit, the service, or products and services of other Elders group companies. If you do not supply part or all of the personal information we request, we may refuse or limit the supply to you of credit or the service.

- for purposes related to the supply of the service (including account management, business planning, product development) and to provide you with information about promotions, as well as products and services of other Elders group companies and other organisations. You may opt out of receiving communications that are not related to your account or legally required by contacting customer service.

- from and to: credit reporting agencies, credit providers, another Elders group company, unrelated third parties, suppliers and joint venture partners (but only for the purposes set out above).

We may be required or permitted by law to collect, use or disclose personal information about you from and to, for example: the operator of the Integrated Public Number Database, emergency services organisations or to law enforcement agencies. Subject to applicable law, you may access and correct your personal information by contacting us. Further privacy information is available in our Elders Privacy Policy which is available at <http://www.elderstelecommunications.com.au> or by contacting customer service.

### Use of the service:

We will provide the service to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement.

### Equipment:

All Elders owned equipment remains our property. You are responsible for any damage, loss or theft of any equipment owned by us, except if it is caused by us or our personnel. You may purchase the equipment from us. You will own the purchased equipment at the expiry of this agreement or until you pay the cancellation fee, whichever occurs first.

### System Reconfiguration affecting Satellite Bandwidth:

We may conduct a system reconfiguration provided we give you at least 21 days notice of any system reconfiguration that materially affects your service (except in an emergency). You must comply with any reasonable instructions we give you. If, after a system reconfiguration, you are unable to continue receiving the service without incurring material costs, you may cancel the service by giving us notice within 42 days after our notice to you of the system reconfiguration.

### Fault reporting and rectification:

We will repair faults within our network, other than irrecoverable failures in the satellite network or lack of availability of satellite bandwidth. We are not responsible for repairing any fault in the service which is caused by a supplier's network, equipment that is not owned by us or facilities outside our network. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you for the cost of investigating and repairing the fault.

If we investigate a fault and determine that the fault is caused by your breach of this agreement, a negligent or fraudulent act or omission by you or a failure of any of your equipment, we may charge you for investigating and repairing the fault. We will provide a 24 hour fault reporting service for you to report faults. Before reporting a fault you should try to make sure that the fault is not caused by equipment that is not owned by us.



### **Fees and charges:**

Information about fees and charges under the agreement is set out in the standard pricing table of the Elders Big Red broadband Satellite (Broadband Connect) Terms.

You are responsible for paying the fees and charges for the service (set out in the standard pricing table or under a promotion or offer made by us), any additional fees and charges under the agreement (including your application) and those fees and charges which are notified by us in accordance with the agreement. You must pay all fees and charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access the service (see Complaints and disputes).

Charges may include: usage charges, access fees, administration charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees. The amount of the service charges will depend on the service you select. If you would like further details about our charges, please refer to the standard pricing table in the Elders Big Red broadband Satellite (Broadband Connect) Terms for the particular service you have selected.

We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for example, if there has been an unusually high use of the service). We may offer promotions or offers in connection with the service (specials). If you accept a special, the price and terms of the special will prevail over those otherwise applicable under the agreement for the duration of the special until the special expires and then the full terms of the agreement will apply.

### **Payments:**

Unless otherwise agreed, you must pay the service charges by direct debit payment from your credit card or nominated bank account. You will receive an electronic payment advice by email; but will not receive a monthly invoice, unless the amount to be deducted by direct debit from your credit card or nominated bank account differs from the amount deducted in the previous month. If your payment is declined we may immediately suspend or cancel the service and we may charge you a fee. We may include unbilled service charges in a later bill(s). You must pay each bill in full by the due date shown on it, or as otherwise notified by us. If you do not pay your bill by the date payment is due we may charge you a late fee, suspend or cancel the service (in which case we may charge you a suspension fee and/or reconnection or reactivation fee), engage a mercantile agent to recover the money you owe us, institute legal proceedings against you to

recover the money you owe us and on-sell any unpaid amounts to a third party (in which case you will be responsible to the third party for payment of the bill).

### **Taxes:**

Unless indicated otherwise, the fees and charges set out in the agreement include any taxes (for example, goods and services tax). Where the fees and charges do not include taxes, we may increase those fees and charges in accordance with the agreement.

### **Complaints and disputes:**

If you have any complaints in connection with the service, you may complain in writing (via our feedback page on our website,

<http://www.elderstelcommunications.com.au>) or by calling us. We will handle your complaint promptly in accordance with our standard complaints procedures.

If we are unable to resolve your complaint to your satisfaction you may take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

If your complaint is about a fee or charge for the service, we may suspend payment obligations for that fee or charge until the complaint is resolved. All other fees and charges not in dispute remain due and payable.

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 non Elders owned equipment, you may be entitled on request to a refund or a rebate of any access fee for the period in which your access or use was interrupted.

### **Cancelling the service:**

#### *Your right to cancel the service*

You may cancel the service at any time by giving us 30 days notice. You may also cancel at any time without liability, by giving us notice, if there is no satellite bandwidth available for 30 days or more or if we breach a material term of this agreement and cannot remedy the breach or do not do so within 30 days of you giving us notice to do so.

If you acquire the service through door-to-door sales, telesales or telemarketing sales, you may cancel the service before the end of the cooling-off period set out in the relevant legislation in your state or territory.

#### *Our right to cancel the service*

*Non fixed-length agreement:* We may cancel the service at any time by giving you at least 30 days notice, if we have provided you with the service for at least three years from the service start date.

*Non fixed-length agreement or a fixed-length agreement:* We may cancel the service at any time if: there is an emergency, we reasonably suspect fraud by you or another person, any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk because of an amount owing to us or any Elders group company, you breach a material term of this agreement and cannot remedy the breach, or do not remedy the breach within 30 days of receiving notice from us, we are required to do so to comply with an order, instruction, request or notice of a regulator, emergency services organisation, other competent authority or under law, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due, the service is suspended for more than 14 days, an intervening event prevents the supply of the service for more than 14 days or we are otherwise entitled to do so under this agreement.

#### *How you can cancel the service*

You can notify us that you wish to cancel the service by calling us.

You can also cancel the service by electing to have an equivalent service provided by another carrier or carriage service provider. The carrier or carriage service provider will notify us and we will cancel the service immediately.

#### *What happens if the service is cancelled?*

If the service is cancelled: you are liable for any charges incurred up to and including the date the service is cancelled, you authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges, if there are no outstanding charges and the service is not a pre-paid service we will refund on a pro-rata basis any over payment and money you have paid in advance for the service, if you are required to pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account.

If the service is cancelled during the minimum term of a fixed-length agreement due to circumstances attributable to you, you must pay us the cancellation fee.

If the service is cancelled due to circumstances attributable to you and we reinstate the service, you may have to pay a reconnection or reactivation fee.



## **Suspending the service:**

### *Our rights to suspend the service*

We may suspend the service at any time without liability if: there is an emergency, to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network, we reasonably suspect fraud by you or another person, we believe there has been an unusually high use of the service, any amount owing to us in respect of the service is not paid by the due date and you fail to pay that amount in full within 10 business days after we give you notice, we reasonably consider you a credit risk because any amount owing to us or another Elders group company is not paid by its due date and you fail to make that payment within the required period after receiving notice from us or an Elders group company, you breach a material term of this agreement and you either cannot remedy the breach or do not remedy the breach within 30 days after we give you notice to do so, we are required to do so to comply with an order, instruction, request or notice from a regulator, emergency services organisation, other competent authority or under law, there are problems connecting our network to a supplier's network, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, or you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due or we are otherwise entitled to do so under the agreement.

### *What happens if the service is suspended?*

If the service is suspended you must pay an access fee while it is suspended. If the suspension was not as a result of circumstances attributable to you or non Elders-owned equipment you may be entitled on request to a refund or a rebate of access fees for the suspension period. If the suspension was a result of circumstances attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

### **Liability:**

#### *Your liability to us*

You are liable to us for any breach of the agreement or if you act negligently. However you are not liable for any loss we suffer to the extent that it is caused by us. You are not liable to us for consequential loss or for any costs, expenses, loss or charges which are not a direct result of something you have done or failed to do.

#### *Our liability to you*

We accept liability to you in accordance with the Trade Practices Act and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement.

We are not liable to you for consequential loss.

### **Assignment:**

We may assign our rights under the agreement to any person with DCITA's prior written consent. We may transfer our obligations under the agreement to any Elders group company. We may perform any of our obligations by arranging for them to be performed by another person.

You may assign your rights under the agreement with our prior written consent. You may transfer your obligations under the agreement if the person you wish to transfer them to successfully meets the application requirements for the service.

### **Broadband Connect provisions:**

If we terminate our registration as a Broadband Connect provider with the Department of Communications, Information Technology and the Arts (DCITA), we will give you 40 working days notice of the termination registration with DCITA.

If we cease supplying the service, and continue our registration and operation as a Broadband Connect provider, we will give you 30 days written notice of the proposed withdrawal of the service. We will offer to migrate you to a comparable Broadband Connect service at no additional charge or provide reasonable assistance to transfer you to a new service provider.

### **Intellectual property:**

You must not infringe another person's intellectual property rights in using the service. If you do so we may suspend or cancel the service without notice.

### **Commission**

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

### **Information about your rights:**

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

## **ADDITIONAL INFORMATION ABOUT THE SERVICE:**

### **Notification of changes to the agreement**

You consent to us notifying you of changes to your primary email address. We may notify you of any changes to the agreement by posting on our website at <http://www.elderstelcommunications.com.au>.

### **How will we supply the service to you?**

We may elect to provide you with access to the service via an alternative access method. If we chose to change your method of access to the service we will

notify you of any substantial changes to the service and changes to the terms and conditions on which we provide the service to you. We may modify aspects of the service and the delivery of the service to you.

### **Coverage**

The Services may not be available at all locations or premises, including at premises that are serviceable by our broadband cable network.

### **Service compatibility**

Some telecommunications services are incompatible with the service.

### **Equipment**

In order to access the service you need equipment which is approved and meets the minimum system requirements.

If the service is cancelled you must cease using and delete the Elders software we have provided.

### **Use of the service**

To be an account holder you must be 18 years of age or older, or if not, and if you are a consumer customer, you must have obtained the consent of a parent, teacher or other responsible adult to use the service.

We are not responsible for any Internet content that may be obtained via the service. We reserve the right to delete any username that we consider offensive, defamatory, illegal or otherwise inappropriate.

You must ensure that the software you use with the service is properly licensed. Subject to the agreement, you must not resell, share or otherwise distribute the service to a third party.

We may monitor your account to ensure you are complying with the agreement. We will investigate misuse of the service. If we find that you have misused the service we may recover from you any costs of investigating the misuse and any compensation we are required to pay to another user as a result of your misuse.

### **Warranties**

In addition to any statutory warranty to which you may be entitled, we provide the maintenance period with equipment we supply to you at no extra cost.

### **If you move premises**

*The following provisions apply for Consumer customers only:* If the service is available at your new address and you connect to the service at the new address, we will charge you a relocation fee and may charge you for the installation, but will not charge you a cancellation fee. A new minimum term will commence.

If you move premises before the end of the minimum term and you do not wish to continue receiving the service or the service is not available at your new address, we will cancel the service and charge you a cancellation fee.

You must give us at least 30 days notice of your new address.



**Data usage limitations**

Your pricing plan may set out a maximum amount of data that you can download at in a billing month. If the amount of data that you download at high speed exceeds the data allowance in any billing month, you must pay an excess data charge. Any unused data allowance cannot be rolled over.

**Acceptable Use Policy**

You must comply with our Acceptable Use Policy, available at <http://www.elderstelecommunications.com.au> when using the service. This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of Elders customers, or interfere more generally with the rights of Internet users. The full policy is available on our website.

**Other formats/languages:**

This summary is accessible online at <http://www.elderstelecommunications.com.au>. It is also available in other formats or in other languages upon request. For further details please contact Customer Service on the customer service number listed on our website from time to time, the National Relay Service on 133 677 or the Translating and Interpreting Service on 131 450.