



BROADBAND ADSL INTERNET SERVICE

SERVICE DESCRIPTION

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1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Broadband ADSL Internet Service.
- (b) *Your agreement* with us for the supply of the *service* is made up of:
 - (i) *your application*;
 - (ii) *the standard terms*;
 - (iii) *this service description*; and
 - (iv) *the standard pricing table*.
- (c) You may obtain a copy of the latest version of the *standard terms*, *service description* and *standard pricing table* from us or on our website at: <http://www.elderstelco.com.au/goto/agreements>.
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *standard pricing table*. Please check the *standard pricing table* carefully to see what fees or charges apply to your use of the *service*.
- (e) The meaning of the words printed *like this* is set out at the end of this *service description* or in the *standard terms*.

2 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, but not limited to, by mail or email), we may notify you of the change by notice on our website.

3 THE SERVICE

3.1 What is the service?

The *service* is an Internet service and provides access, via *our network*, to the Internet and related services, such as email. The *service* provides an 'always on' or constant connection to the Internet.

3.2 Who supplies the service?

Elders supplies the *service* to you.

3.3 How will we supply the service to you?

- (a) We (or our *supplier*) may at any time elect to provide you with access to the *service* via an alternative access method. If we choose to change your access method to the *service*, we will notify you of any:
 - (i) substantial changes to the *service*; and
 - (ii) changes to the terms and conditions on which we provide the *service* to you.
- (b) 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:
 - (i) deliver access and *content* via proxy servers and caches;
 - (ii) manage the *network* to prioritise Internet traffic of certain types or users over others;

- (iii) block or filter specific Internet ports;
- (iv) delete incoming and outgoing email messages which exceed 10 megabytes in size or delete stored email messages that are older than 90 days;
- (v) limit the number of addresses to whom an outgoing email can be sent; or
- (vi) refuse to accept incoming email messages to mailboxes that have exceeded the email storage limit.

3.4 Coverage

The *service* is not available at all locations or *premises*.

3.5 What do we provide as part of the *service*?

- (a) We will provide *you* with:
 - (i) the *required equipment* you order from *us* in *your application* (for example, an *ADSL modem* and *ADSL line splitter/filter*);
 - (ii) a self-installation kit;
 - (iii) a *primary email address* and the option of creating a number of additional email addresses (further information can be found on our *website*);
 - (iv) any additional service features you have selected; and
 - (v) access to Customer Service (see clause 11 below).
- (b) We are not responsible for installing, maintaining or providing on-site technical support in relation to the *required equipment*.
- (c) We will use reasonable endeavours to provide *you* with *high-speed* access to the Internet (unless *your service* has been *speed limited*).
- (d) We will provide *you* with an IP address that *your ADSL modem* uses to connect to the *service*. This IP address remains *our* property and may change from time to time without any notification to *you*.
- (e) Unless we offer *you* a static IP address and *you* accept the offer, *you* must not configure *your* computer or *ADSL modem* to connect to the *service* using a static IP address. We will only offer static IP addresses as indicated on our *website* from time to time in relation to specific *pricing plans* or in *specials* offered from time to time. If a fee is payable for the static IP address, that fee will be set out in the *standard pricing table*.
- (f) If we provide *you* with a static IP address:
 - (i) it remains *our* property;
 - (ii) If requested by *you* in *your application* (or subsequently requested in writing and agreed to by *us*), we will provide *you* with only one Static IP address per username for use on *your network* in accordance with the *APNIC* rules;
 - (iii) the static IP address forms part of the *service* for the purpose of this *service description*;
 - (iv) *You* acknowledge that the static IP address that we can allocate to *you* initially will be limited by availability and will be distributed at *our* discretion;

- (v) The static IP address allocated to *you* is not portable and may only be used or advertised on *our network*;
- (vi) *You* acknowledge that *IP addresses* are a limited worldwide resource allocated in the Asia Pacific region by *APNIC*. Accordingly, *we* may be required to withdraw a previously allocated static IP address. Other reasons may include but are not limited to *you*:
 - (A) are no longer eligible to receive the static IP service (for example *you* change to an ineligible *pricing plan*); or
 - (B) Relocate to a non-ADSL serviceable area.

We will incur no liability to *you* in relation to any *loss*, damage, costs or expenses suffered or incurred by *you* as a result of that withdrawal.

3.6 Service compatibility

You acknowledge that some telecommunications services are incompatible with the *service*, as they interfere with the provision of the *service*. Any incompatible telecommunications service must be discontinued before the *service* can be ordered. After the *service* is installed *you* will not be able to connect to these incompatible telecommunications services. A list of telecommunications services and products that are known to be incompatible with the *service* can be found on our *website*. If *you* are using any incompatible telecommunications services this may mean that *we* or our *supplier* will not supply the *service* to *you* on the relevant *qualified telephone line*.

3.7 Use of the service

- (a) To be an account holder, *you* must be over 18 years of age, or if not, *you* must have obtained the consent of a parent, teacher or other responsible adult.
- (b) *We* are not responsible for any Internet *content* that may be obtained via the *service*.
- (c) 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.
- (d) *We* will communicate with *you* using *your primary email address*. *You* agree to monitor this email account regularly to retrieve and review these communications.
- (e) *You* must:
 - (i) comply with the *Acceptable Use Policy* when using the *service*;
 - (ii) not breach any of the obligations set out in clause 5 (Using the Service) of the *standard terms*; and
 - (iii) ensure that the software *you* use with the *service* is properly licensed.
- (f) *You* must not, subject to paragraph (g) below:
 - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without *our* prior written consent; or
 - (ii) run or provide network services to others via the *service*.
- (g) *You* may connect a *LAN* to the *service* for private use, however the set-up and configuration of a *LAN* connected to the *ADSL modem* is not supported by Customer Service.

- (h) 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*.
- (i) During the transfer of the *service* to *us* or to our *supplier* there may be a brief period of interruption. Neither *we* nor our *supplier* is liable for any interruption or delay in the transfer process.

4 SERVICE CHARGES

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

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

- (a) the *pricing plan* you select (see *standard pricing table*);
- (b) *your* use of the *service*, and
- (c) any changes *you* make to *your pricing plan*, the *additional service features* you use or acquire and if *you* accept the terms of a *special*.

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

- (a) We will agree with *you* on a *service start date* (although if *we* transfer another *ADSL* service to the *service* (see clause 7 below), the *service start date* is the date on which the third party who previously supplied the *ADSL* service to *you* has completed all steps necessary to enable *you* to acquire the *service* from *us*).
- (b) We will charge *you* for use of the *service* from the *service start date*.

4.3 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 conditions, including charges, relating to changing *your pricing plan*.
- (c) A change of *pricing plan* takes effect on the first day of the next billing month following *your* request.

5 PAYMENTS

5.1 Payment methods

- (a) *You* must pay the service charges by direct debit payment from *your* credit card or nominated bank account.
- (b) *You* will receive a monthly invoice showing the amount deducted by direct debit from *your* credit card or nominated bank account.

5.2 What happens if *your* payment is declined?

- (a) If *you* are a new customer and do not have a payment credit history with *us*, and the direct debit payment from *your* credit card is declined for any reason:
 - (i) we will immediately suspend or cancel the *service*;
 - (ii) we may charge *you* a dishonour fee; and

- (iii) you must contact us to arrange alternative payment arrangements and, if we agree to lift the suspension, to arrange for the suspension to be lifted.
- (b) If *you* are *our* existing customer and have a payment credit history with *us*, and the direct debit payment from *your* credit card is declined for any reason *we* will attempt to debit *your* credit card a second (2nd) time five (5) days from the original attempt and if the direct debit payment from *your* credit card is declined for any reason a second time:
- (i) *we* will immediately suspend or cancel the *service*;
 - (ii) *we* may charge *you* a dishonour fee; and
 - (iii) *you* must contact *us* to arrange alternative payment arrangements and, if we agree to lift the suspension, to arrange for the suspension to be lifted.
- (c) If the direct debit payment from *your* nominated bank account is declined for any reason:
- (i) *we* will immediately suspend or cancel the *service*;
 - (ii) *we* may charge *you* a dishonour fee; and
 - (iii) *you* must contact *us* to arrange alternative payment arrangements and, if we agree to lift the suspension, to arrange for the suspension to be lifted.

6 CONNECTING TO THE SERVICE AS A NEW ADSL USER

6.1 Limitation on connection to the service

To connect to the *service* *you* must:

- (a) meet all of the *minimum system requirements*;
- (b) have all *required equipment* installed; and
- (c) be the account holder of the *access line* to be used to connect to the *service*.

6.2 What needs to happen so that *you* can connect to the *service* if *you* are a new ADSL user?

To be able to connect to the *service*:

- (a) *we* need to activate the *service* on *your access line*; and
- (b) *you* need to install the *service*.

6.3 Activating the service

We will activate the *service* by preparing the telephone circuits on *your access line*. There may be a minor disruption to *your* telephone service during activation of the *service*.

6.4 The self-installation kit

- (a) To install the *service* *you* need a *self-installation kit*. *We* will deliver a *self-installation kit* to *you*.
- (b) If *we* deliver a *self-installation kit* to *you*, *we* will use best endeavours to deliver it to *you* by the *service start date*. Subject to clause 10.3 of the *standard terms*, *we* will not be liable to *you* for any loss suffered by *you* if *you* do not receive the *self-installation kit* by the *service start date*.

6.5 Installing the service

- (a) You are responsible for installing the service.
- (b) You warrant that you understand that failure to correctly install approved:
 - (i) ADSL line splitter/filters on each telephony device; or
 - (ii) central filtering equipment,
 can result in the service being interrupted and interfering with the operation of telephony devices (see also clause 12 below).

7 CONNECTING TO THE SERVICE AS A CURRENT ADSL USER

7.1 Transferring to the service

- (a) If you already acquire a ADSL service from a third party, we may be able to transfer you from that ADSL service to the service. If we are able to transfer you, you authorise us to act on your behalf to transfer you from that ADSL service to the service.
- (b) You are responsible to that third party for all charges incurred up to the date that you are transferred to the service and you are responsible for checking the terms of your agreement with that third party to determine what consequences, if any, there are when you transfer to the service (for example, any early cancellation fees).
- (c) We are not liable for any delay by, or any act or omission of, the third party from whom you acquire the ADSL service in respect of completion of the transfer process.
- (d) We are not liable to you if your transfer from that ADSL service acquired from a third party is rejected.

7.2 What needs to happen so that you can connect to the service once the transfer is accepted?

To be able to connect to the service:

- (a) we need to activate the service on your access line; and
- (b) you need to install the service.

7.3 Activating the service

We will activate the service by transferring you from the ADSL service you acquire from the third party provider to the service. During the period of transfer, there may be a brief period when you will not be able to access any ADSL service. We are not liable for any delay in the transfer process.

7.4 Installing the service

- (a) To install the service you may elect to:
 - (i) use the ADSL modem already installed on your computer; or
 - (ii) install new hardware.
- (b) Clauses 6.1, 6.4 and 6.5 above, and terms in the standard pricing table, apply as relevant.

8 WHAT EQUIPMENT DO YOU NEED TO ACCESS THE SERVICE?

8.1 Required equipment

- (a) To access the *service* you must have the *required equipment*.
- (b) You may choose to purchase the *required equipment* from *us*. Alternatively, you may choose to supply some or all of the *required equipment* yourself. If you do supply some or all of the *required equipment* yourself.
 - (i) any equipment, including *ADSL modem* and filters, must meet the requirements shown on *our* list of approved equipment for use with the *service*. This list is published on *our website*, and
 - (ii) the operation of, and any repairs to, the *required equipment* is *your* responsibility.
- (c) After installation, if *we* make a service call at *your* request and there is no fault with the *ADSL modem* or other *required equipment*, *we* may charge *you* a service fee.

8.2 Software

- (a) *We* will provide the *Elders software* for use with the *service*.
- (b) You are granted a non-exclusive licence to use the *Elders software* subject to the *agreement* and the end user agreement provided with the *Elders software* at the time of installation.
- (c) If the *service* is cancelled, you must cease using and delete the *Elders software*.
- (d) *We* do not make any warranty or representation regarding the performance of any software provided to *you* in connection with the *service* as it operates on *your* computer. You agree that *you* will not make a claim against *us* in respect of the software or its performance.
- (e) *We* provide support for the *Elders software*, but do not provide support for software not supplied by *us*.

8.3 Warranties

- (a) In addition to any statutory warranty to which *you* may be entitled, *we* provide the *warranty period* with equipment *we* supply to *you* at no extra cost. The *warranty period* does not apply where *you* have supplied *your* own *ADSL modem* or other equipment.
- (b) If *you* notify *us* of a fault with the *ADSL modem* or other *required equipment* *we* have supplied to *you* within the *warranty period*, *we* will, at *our* option, repair, replace, or provide credit for the faulty item at no cost to *you*. If *we* do not find a fault, or if the fault was caused by:
 - (i) any equipment which is not *Elders owned equipment* (such as *your* computer);
 - (ii) any interference caused by an *intervening event*;
 - (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions; or
 - (iv) damage caused by *you*.

then we will charge *you* for the repair or replacement, including associated shipping, handling and/or service call fees.

- (c) Outside any *warranty period*, the maintenance of the *ADSL modem* and other *required equipment* we have supplied to *you* is *your* responsibility. If we replace that equipment, we will charge *you* a fee, including associated shipping, handling and/or service call fees.

9 WHAT HAPPENS IF YOU MOVE PREMISES?

- (a) If *you* move *premises* and:

- (i) the *service* is available at *your* new address; and
 (ii) *you* wish to continue receiving the *service*,

we will cancel the *agreement* and *you* will be required to enter into a new agreement for the provision of the *service* at *your* new address.

We will:

- (i) charge *you* a relocation fee; and
 (ii) not charge *you* a *cancellation fee*, even if *you* move before the end of the *minimum term*.

A new *minimum term* will commence under the new agreement for the provision of the *service* at *your* new address.

- (b) 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*.
- (c) *You* must give *us* at least 30 days notice of *your* new address before *you* move.

10 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:
- (i) *your access* to the *service* will be *speed limited* and *your access* to the *service* will remain *speed limited*; or
- (ii) *you* must pay an *additional usage data charge* until *your access* to the *service* is *speed limited* as set out in paragraph (b)(i) above,
- until the first day of *your* next billing month, depending on *your pricing plan*.
- (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) We may notify *you* by email to *your primary email address* when *your data usage* has exceeded 100% of *your data allowance* and *your access* to the *service* has become *speed limited*.

11 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 *minimum system requirements* to the *service*. We will not provide customer service for the connection of additional computers, networking devices or LAN to the *service*.
- (c) Customer Service may only provide limited assistance for equipment and software supplied by *you*. However, full customer service is provided regarding billing, passwords, email and online services.

12 **MONITORING SERVICES OR MULTIPLE TELEPHONY DEVICES INSTALLED ON THE ACCESS LINE**

- (a) Where a monitoring service or other hard-wired *telephony device* is fitted on the *access line* used to deliver the *service*, *central filtering equipment* must be installed. If *you* do not install *central filtering equipment*, *you* will not be able to receive the *service*.
- (b) If *you* install a monitoring service or other hard-wired *telephony device* after the *service* is installed, *you* must ensure that *central filtering equipment* is fitted on the *access line* used to deliver the *service* on or before the installation of the monitoring service or other hard-wired *telephony device*.
- (c) If *you* connect four or more *telephony devices* to the *access line* used to deliver the *service* *you* should install *central filtering equipment* on this line. If *you* do not install *central filtering equipment*, *you* may experience interruptions or interference to the *service*. All additional equipment (including *central filtering equipment*) should be installed prior to *us* (or our *supplier*) providing the *service*.
- (d) *You* are responsible for the cost of installing any *central filtering equipment*. The *central filtering equipment* is not provided at *our* or our *supplier's* cost and neither *we* nor our *supplier* have any responsibility for the *central filtering equipment*.
- (e) *You* warrant that *you* understand that:
 - (i) failure to install *central filtering equipment* can result in the *service* being interrupted and/or the *service* interfering with the operation of monitoring services; and
 - (ii) installation and operation of a monitoring service may cause temporary disruption to the *service*.
- (f) Where *you* have a monitoring service installed on *your access line*, *you* should notify the supplier of the monitoring service that installation of the *service* and/or *central filtering equipment* may cause a minor disruption in *your* telephone service or monitoring service.

13 **SUPPLIER AND THIRD PARTY SERVICES**

You acknowledge that:

- (a) 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*.
- (c) our *supplier* is only able to:
- (i) provide the *service* if *you* have a *qualified telephone line* over which Telstra or a reseller of Telstra supplies a *standard telephone service*; and
 - (ii) continue to provide the *service* to the extent that *you* continue to use the *qualified telephone line* that the *service* was originally provided over.

14 WHAT DO TERMS IN THIS SERVICE DESCRIPTION MEAN?

Acceptable Use Policy means the *Elders* Acceptable Use Policy as set out on our *website* at <http://www.elderstelco.com.au/goto/acceptableusepolicy>. The *Acceptable Use Policy* sets out the rules and guidelines with which *you* must comply in using the *service*.

access line means a line or link, and the ancillary facilities over which the *service* is delivered, connecting *your premises* to a local exchange of a *carrier* or *carriage service provider*.

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

additional service features are the additional features *you* may obtain with the *service*. Descriptions of, and the terms and conditions associated with, each *additional service feature* available with the *service* are set out in the *standard pricing table*. The *additional service features* may be added or removed from time to time.

ADSL stands for digital subscriber line and is a means by which *you* can access the Internet at a high speed using a standard phone line.

ADSL line splitter/ filter means a device which filters out a ADSL signal from *your* phone line so *your* telephone works normally.

ADSL modem means a device that sends and receives data, such as Internet traffic, across a *ADSL network* to provide Internet access.

APNIC means Asia Pacific Network Information Centre.

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.

central filtering equipment means a central splitter and network termination device.

connection fee means the connection fee set out in the *standard pricing table*.

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

dial-up modem means a device that sends and receives data, such as Internet traffic, across a dial-up data communications *network* to provide Internet access.

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

Elders means Elders Telecommunications Pty Limited ABN 92 117 261 864.

Elders software means the software supplied by *us* for use with the *service* (including, for example, software such as browsers and email programs), and includes the software used to install the *service* on *your* computer, as updated from time to time.

full service qualification means the analysis carried out by our *supplier* via the Internet, manually or using Telstra's LinuxOnline™ Ordering facility to confirm whether a *service* can be provided.

high-speed means a data transmission rate that is considerably faster than the rates provided by standard 28.8 or 56 kbps *dial-up modems*.

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

minimum system requirements means the minimum computer hardware and operating systems software required for connection and customer support. The *minimum system requirements* can be found on our *website*.

network point of presence means the network boundary point which delineates between *our network* and *your* equipment or cabling.

non-standard connection means a connection in circumstance that include, for example, the following:

- (a) the length of the external cabling between the relevant *network point of presence* and the *service delivery point* is greater than 50 metres;
- (b) the link between the *network point of presence* and the *service delivery point* requires the connection of *Elders owned equipment* in addition to cable;
- (c) *you* request that the cable between the *network point of presence* and the *service delivery point* be placed underground;
- (d) there is no under floor or roof access to *your premises*;
- (e) the length of the external cabling between the relevant *network point of presence* and the *service delivery point* is less than 50m, but an aerial connection is not technically possible; or
- (f) it will require in excess of four (4) man hours to complete the connection of one outlet at *your premises*, or in excess of seven (7) man hours to complete the connection of multiple outlets and/or network wall sockets at *your premises*.

our network means the Elders *ADSL network* and a supplier's *ADSL network*, which are the *networks* used to supply the *service* to *you*, and includes both software and hardware.

pricing plan contains information about the terms and conditions and prices of the plan (including services and features) *you* have selected in *your application*. *You* may also hear a *pricing plan* referred to as a 'rate plan'. The *pricing plans* are set out in the *standard pricing table*.

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.

qualified telephone line means a telephone line with following characteristics:

- (a) it is a single twisted metallic pair between your premises and a *supplier's* network;
- (b) over which you are acquiring a *standard telephone service*; and

(c) which passes *full service qualification*.

required equipment means:

- (a) a computer which meets the *minimum system requirements*;
- (b) an *access line* that is connected to an *Elders* local access resale service, a third party provider's *Telstra* local resale service or *Telstra's* local telephone service;
- (c) a *network* approved *ADSL modem*, plus the computer cables and telephone cords needed to connect it to a computer and an *access line*;
- (d) a phone socket and power point for the *ADSL modem*;
- (e) a *ADSL line splitter/filter* approved by *us* for each *telephony device*; and
- (f) if required, any additional items that may be needed for *your* particular computer and telephone service to allow *you* to connect to the *service*.

self-installation kit is a kit containing the items needed for *you* to install the *service* on *your* computer. The *self-installation kit* includes *Elders software*.

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

speed limited means that *your data usage* speed is limited to a maximum speed stated in the *standard pricing table* for *your pricing plan*. In practice, if *you* are limited to 28.8kbps, this will be a data speed ranging between 20 and 28.8kbps, and a speed limit of 64kbps will provide 55 to 64kbps.

standard telephone service has the meaning given to that term in the *Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)*.

telephony device includes a device such as a standard telephone, fax machine, answering machine and *dial-up modem*. Some automated systems, such as back-to-base monitored alarm systems and digital pay TV equipment, have built-in *telephony devices*.

Telstra means Telstra Corporation Limited (ABN 33 051 775 556).

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

warranty period means the period, starting from the date of delivery to *you*, during which a service call and, where necessary, hardware replacement for hardware supplied by *us* will be completed at no charge. The warranty period is:

- (a) 12 months for a *ADSL modem*, and
- (b) 90 days for:
 - (i) an Ethernet or USB cable,
 - (ii) a telephone cord, and
 - (iii) a *ADSL line splitter/filter*.