



## DIAL - UP INTERNET SERVICE

### SERVICE DESCRIPTION

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## 1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Dial-up 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 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?

- (a) If you select the Dial-Up Internet service option (see clause 4 below), we will notify you of a change to the terms of the *agreement*, in writing (including, but not limited to, by mail or email). We may also 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 'on-demand' access 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 will supply the *service* to you on a minimum 12 month term, and subsequently month-to-month basis.
- (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* may not be available at all locations or *premises*.

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

- (a) We will provide *you* with:
  - (i) a *primary email address* and the option of creating a number of additional email addresses (further information can be found on our *website*);
  - (ii) any additional service features *you* have selected; and
  - (iii) access to Customer Service (see clause 9 below).
- (b) We may provide *you* with *Elders software*.
- (c) We will provide *you* with an IP address that *your dial-up 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*. Unless we offer *you* a static IP address and *you* accept the offer, *you* must not configure *your* computer or *dial-up modem* to connect to the *service* using a static IP address.

### 3.6 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*; and
  - (ii) ensure that the software *you* use with the *service* is properly licensed.

- (f) You acknowledge that when you (or anyone using your phone line) dial into our network, we collect the CLI of your phone line, including your phone number and the time and duration of your call. This occurs even if you have blocked the sending of your calling number display information. CLI is used to direct your calls to the nearest exchange location and for billing and fraud prevention purposes.
- (g) You must not subject to paragraph (h) 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.
- (h) You may connect a LAN to the service for private use, however the set-up and configuration of a LAN connected to the dial-up modem is not supported by Customer Service.
- (i) 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.

## **4 SERVICE CHARGES**

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

The cost of the service depends on:

- (a) the service option and 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 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 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) Subject to paragraph (b) below, you must pay the service charges by direct debit payment from your credit card or nominated bank account.
- (b) In some circumstances you may be able to pay by monthly invoice. If you pay by monthly invoice, you may have to pay an account processing fee.

## 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 (2<sup>nd</sup>) 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, for the suspension to be lifted.

## 6 WHAT HAPPENS IF YOU MOVE PREMISES?

If *you* move *premises*, *you* must notify *us* of *your* new address within 30 days.

## 7 DATA USAGE

- (a) *Your data usage* applies to *downloading* only. *Your data usage* does not apply to *uploading*.
- (b) Some pricing plans have a monthly data or per hour usage allowance. If this applies to *your* pricing plan and *your data usage* exceeds the *data allowance* for any given billing month, then *you* will be charged an additional fee.
- (c) *Your data usage* is reset to zero on the first (1<sup>st</sup>) day of each billing month. Any unused *data allowance* in any month cannot be rolled over into subsequent months unless otherwise set out in *your pricing plan*.

## 8 WHAT EQUIPMENT DO YOU NEED TO ACCESS THE SERVICE?

### 8.1 Software

- (a) *We* may provide *you* with *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 make no 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.

## 8.2 Your computer and dial-up modem

- (a) In order to access the *service*, you must have a computer and *dial-up modem* that meets the *minimum system requirements*.
- (b) If your computer or *dial-up modem* does not meet the *minimum system requirements*, you will not be able to successfully access, operate or use the *service*. In addition, you will not receive customer service relating to any issue other than the quality of the signal delivered to your *dial-up modem*.

## 9 CUSTOMER SERVICE

- (a) If you require support with your connection to the *service* or have any questions relating to it 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.

## 10 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*.

**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*.

**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* or on *our website* at <http://www.elderstelco.com.au/goto/agreements>. The *additional service features* may be added or removed from time to time.

**CLI** stands for calling line identification.

**data allowance** means the amount of maximum data usage that can be used 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 dial-up 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.

**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.

**our network** means the dial-up data communications *network*, which is the *network* 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.

**upload** means to move data from *your dial-up modem* or connected device to *our network*.