

## Terms and Conditions of Service

This Agreement governs the supply of services provided by DCS Internet Pty Ltd, ABN 52 451 326 847, with its offices located at 64 Queen St, Warragul VIC 3820 (herein referred to as "us", "we" or "our"), and in part by our Third-party Suppliers.

By applying for or using a Service we provide, you indicate your acceptance of all terms and conditions outlined under this Agreement.

*This document was last updated and published on 25<sup>th</sup> October, 2011 and is effective from 1<sup>st</sup> November, 2011.*

## Definitions

- **Agreement** refers to this agreement for the provision of services by us to you.
- **Charges** refer to funds payable by you to us, pursuant to this agreement and including but not limited to installation, access, usage, interest, and consulting fees.
- **Service** refers to the supply of an Internet access, landline phone or domain hosting service as described by this agreement.
- **Application Date** identifies the date your application is received by us.
- **GST** stands for Goods and Services Tax and refers to the same, described in the "A New Tax System (Goods and Services Tax)" Act of 1999, and any related legislation.
- **Third-party Supplier** refers to a third party whose services are employed by us for the provision of services to you.

## Terms of this Agreement

This Agreement commences on the Application Date, and will continue until Services are terminated by either you or us. If you terminate this Agreement, you will be liable for all Charges and all other amounts that you are required to pay under this Agreement.

We reserve the right to change these terms at any time. Any changes will be made available on our website at <http://www.dcsi.net.au/>, and are effective within 7 days.

## Notices

Notices under this Agreement may be sent by ordinary post, facsimile, electronic mail ("email") or short messaging service ("SMS").

Notices will be deemed received:

- For **ordinary post**: three business days after dispatch.
- For **facsimile, email** and **SMS**: upon acknowledgement of receipt of transmission by our facsimile equipment, our server(s) or third-party server(s) respectively.

## Services

In accordance with the terms and conditions of this Agreement, we will use our best endeavours to provide a Service to you, and to provide the information necessary to access that Service.

We will use our best efforts to ensure a continuous Service, but this is not guaranteed. You acknowledge that:

- Continuity of the Service is dependent on a wide range of factors, many of which are beyond our control.
- Your access to the Service may be interrupted by a variety of factors, including but not limited to: Third-party Supplier network congestion, equipment failure, scheduled maintenance and peak demand.
- We may limit certain classes of traffic on our network to enhance peak performance and/or protect against network attacks where that traffic may be detrimental to the overall performance of the network.
- Any transmission speeds advertised by us refer to the maximum theoretical speed achievable through the service under ideal conditions, and the actual speed can vary for many reasons which include but are not limited to: Third-party Supplier network congestion, equipment failure, peak demand and contention ratios.
- We shall not be held liable for any losses whatsoever that you may incur due to interruption to the Service. You indemnify us from any liability, claim, action, suit, demand, loss, or any expense whatsoever arising from your use of the Service or in any way connected. This includes any negligence by us or our Third-party Suppliers.
- We cannot provide support, or accept responsibility, for content accessed via the Service.
- We have no control over the accuracy or appropriateness of any content available via the Service.

## **Billing**

You acknowledge that:

- Your monthly access fee is billed in advance, and any applicable usage or excess charges are billed in arrears.
- All Charges invoiced by us are payable within 7 days, unless we agree otherwise. If you need an extension, please ask us. In most cases we are able to extend your terms without any penalty to you.
- All amounts expressed by us are inclusive of GST, except where noted.
- Accounts with automatic direct debit to a nominated credit card will be debited automatically overnight on the nearest business day to the date the invoice is issued.
- We may deliberately and automatically suspend your access to the Service should you not meet our terms, and charge you an administrative fee of \$5.50 for late payments.
- Invoices are sent via email, and it is your responsibility to keep your contact details current. You have the option of requesting a paper bill via post, which will incur a postage and handling fee of \$2.20 per month.
- You accept any excess charges that may apply for your usage of the Service, in accordance with the terms of your plan.

## **Acceptable Use Policy**

You agree not to use the Service for any illegal purpose, and to conduct yourself in a responsible and considerate manner. You acknowledge that the following activities are prohibited by us:

- Cracking or hacking
- The transmission of unsolicited commercial bulk email ("spam") or malicious software such as viruses or worms
- The transmission of copyright-infringing or pornographic material
- Unauthorised access to areas or systems on our network or any systems connected to our network
- Any act which would contravene Australian law

You are responsible for maintaining the confidentiality of access information such as usernames or passwords used by you to access the Service, and you agree not to disclose them to any other person.

You must notify us immediately if your username and/or password is lost, or if you suspect that someone else may be using them. You will be responsible for any unauthorised use of the Service.

If you deliberately or carelessly breach the terms of this policy, we may immediately restrict or terminate your access to the Service.

## **Technical Support**

The Service includes free technical support covering the installation and ongoing maintenance of the Service. This support is provided in person and via email, telephone and our website.

Telephone support is available from 8AM to 10PM from Monday to Friday, 9AM to 10PM on Saturdays, and 12PM to 10PM on Sundays and public holidays. You may contact us by phone on 1300 665 575 or (+61) 03 5624 1100 internationally.

Email support is available 24 hours a day, 7 days a week by sending an email to support@dcsi.net.au. We will endeavour to respond as quickly as possible, but make no guarantees as to response time.

## **Complaints Handling**

If you are not satisfied with the resolution of a complaint handled by us, you can refer the complaint to the Telecommunications Industry Ombudsman ("TIO"). Complaints can be lodged with the TIO online at <http://www.tio.com.au/> or by phone on 1800 062 058.

## **Ownership of Equipment**

For Wireless services, the antenna, pole, power injector, router, and all AC adapters and cabling remains our property and will be removed by us, at our cost, should you cancel the Service. If you have opted for a wireless router upgrade, the router becomes your property and the other equipment remains our property.

For all other services, you own any equipment that you purchase from us or bring to the Agreement.

## **Cancellation Fees**

If you have entered into a contract with us for the provision of a broadband service, the service is subject to early termination fees if cancelled prior to the contract end date. For a detailed fee schedule, see the applicable product page on our website.

## **IP Address Space**

You acknowledge that any IPv4 or IPv6 addresses assigned to you for the use of the Service:

- Will remain the property of us or our Third-party Suppliers
- Are non-transferable, non-portable and cannot be multi-homed
- May change from time to time

If we have agreed to provide you with a Static IPv4 address, we will use our best endeavours to avoid changing it. Should a change be unavoidable, for example due to changes to our network architecture, we will provide you with at least 14 days notice. A monthly fee of \$5.50 will apply for a Static IPv4 address.