



# OntheNet Terms and Conditions

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## Section 1 – Introduction and Definitions

### ***INTRODUCTION***

This document outlines the Terms and Conditions on which Network Technology (Aust) Pty Ltd (ABN 71 096 864 836) trading as OntheNet, supplies its Products and Services to you (the Customer). These Terms and Conditions are between you (the Customer) and OntheNet. These Terms and Conditions supersede all previous arrangements, written or implied.

#### *What are the OntheNet Terms and Conditions?*

These Terms and Conditions, together with your Order and/or Order Form or Customised Agreement, form the Contract between the Customer and OntheNet. When you enter into a Contract with OntheNet, there will be both General Terms and Conditions and Product Terms and Conditions relating to the specific Service/s you choose. To understand your rights and obligations, you (the Customer) need to read all of the documents that relate to you and the Service/s you select.

The OntheNet Terms and Conditions comprise the following sections:

- Section 1: The Introduction and Definitions of terms used in these Terms and Conditions;
- Section 2: The General Terms and Conditions which apply to all Services and to all Customers;
- Section 3: The Product Terms and Conditions which apply to individual Services. The Product Terms and Conditions are broken into sub-sections relating to the various Service types.
- Section 4: The Customised Agreement Terms and Conditions. There are additional and/or modified products and services that OntheNet supplies under a Customised Agreement contract. There may be references to Customised Agreements in these Terms and Conditions.

#### *How can the Customer obtain a copy of the OntheNet Terms and Conditions?*

A copy of the OntheNet Terms and Conditions is available at the OntheNet office, via the OntheNet website or as hard or soft copy upon request.

## ***DEFINITIONS***

**ADSL** means Asymmetrical Digital Subscriber Line, a technology type used to deliver Broadband.

**Appliance** means software operating in a virtual environment or on hardware.

**Authorised Co-location Representative (ACR)** means in respect of Co-location Services only, an individual authorised by the Customer to access the OntheNet Data Centre/s and/or receive technical information.

**Authorised Representative** means an individual authorised by the Customer to fully act on their behalf in respect of the Service, including receiving service and billing information, making technical changes, signing forms and making changes that affect billing.

**Authorised Representative (Billing)** means an individual authorised by the Customer to fully act on their behalf in respect of the Service, including receiving service and billing information, making technical changes, signing forms and making changes that affect billing. This representative is also the primary contact used by OntheNet for correspondence, billing, quota notification emails and the like.

**Cancellation** means the termination of an OntheNet product or Service.

**Cancellation Fee** means the fee payable by the Customer as outlined in the Product Terms and Conditions, Order Form or Customised Agreement for Cancellation of the Service prior to the Contract End Date.

**Complete Provisioning** means the Service has been completed by OntheNet for use by Customer.

**Contract** means the agreement between the Customer and OntheNet for the Services.

**Contract End Date** means the date on which the Contract Term expires.

**Contract Term** means the minimum contract term specified on the Order Form or in the Customised Agreement, which commences on the Start Date of the Service.

**Core Hardware** means specific hardware models carried as spares by OntheNet.

**CPE** means Customer Premises Equipment, equipment required by the Customer to use the Service, eg modem/routers, filters and telephony hardware.

**Customer** means the individual, business or entity entering into the Contract with OntheNet.

**Customised Agreement** means a Contract between OntheNet and the Customer for the provision of customised Services and/or modifications to standard products and/or Terms and Conditions.

**DSL** means Digital Subscriber Line.

**Establishment Fee** means the initial fee payable to establish a Service.

**Fault** means in relation to Services, the failure or non-delivery of the relevant Services.

**Fibre** means in respect of NBN services only, the Fibre to the Premises (FTTP) network that is owned, controlled and/or operated by or on behalf of nbn co.

**Fixed Line** means in respect of NBN services only, the FTTB, FTTC, FTTN or HFC network that is owned, controlled and/or operated by or on behalf of nbn co.

**Fixed Wireless or Wireless** means in respect of NBN services only, the wireless network that is owned, controlled and/or operated by or on behalf of nbn co.

**Force Majeure** means acts of God; war (whether declared or not); act of terrorism, revolution or act of public enemies; riot or civil commotion, strike, stoppage, ban, limitation on work or restraint of labour; fire, flood, storm, tempest, radioactive contamination or wash away or high sea inundation; acts, decisions and mandatory directives of any government body; or any other event or circumstance which is beyond the reasonable control of either party and, without limitation, in the case of OntheNet, includes any third party interference or damage to OntheNet's Network.

**FTTB** means in respect of NBN services only, the Fibre to the Building network that is owned, controlled and/or operated by or on behalf of nbn co.

**FTTC** means in respect of NBN services only, the Fibre to the Curb network that is owned, controlled and/or operated by or on behalf of nbn co.

**FTTN** means in respect of NBN services only, the Fibre to the Node network that is owned, controlled and/or operated by or on behalf of nbn co.

**General Terms and Conditions** means the Terms and Conditions applicable to the use of all OntheNet Services and in relation to such things as, but not limited to, billing and payment, acceptable use, privacy, technical support.

**HFC** means in respect of NBN services only, the Hybrid Fibre Coaxial network that is owned, controlled and/or operated by or on behalf of nbn co.

**Internet** means the world wide connection of computer networks which provides a number of services to users including the transmission of electronic mail, provision of information on the world wide web and transfer of files.

**NBN** means the National Broadband Network provided by or on behalf of nbn co.

**nbn co** means nbn co Limited (ABN 86 136 533 741) and its related bodies corporate, and their respective officers, employees, agents, subcontractors and consultants.

**NBN Equipment** means any equipment that is owned, operated or controlled by nbn co.

**NBN Connection Box** means a Network Termination Device (NTD) or Network Connection Device (NCD) owned and provided by nbn co located on the inside of the Customer premises.

**NBN Network Boundary Point** means the UNI-D Ethernet port on the NBN Connection Box at the Customer premises.

**Non-Excludable Terms** means any terms, conditions or warranties that are implied into this agreement by statute and that cannot be excluded or modified without contravening the statute or causing the excluding or modifying clause to be void.

**OntheNet** means Network Technology (Aust) Pty Ltd (ABN 71 096 864 836), trading as OntheNet, the supplier of the Service/s.

**OntheNet's Network** means the infrastructure used and maintained by OntheNet to provide the Service to the Customer.

**Order** means a request or instruction from the Customer to OntheNet in relation to the Service/s as accepted by OntheNet.

**Order Form** means the relevant OntheNet document (including Customised Agreements) or online OntheNet Toolbox request by which the Customer orders a new Service or change to a Service.

**Outage** means a period of time where a Service is unavailable or offline.

**Out of Area Number** means a Direct In-Dial Number (DID) that is allocated a different geographic area/region than where the Customer is located.

**Plan Change Form** means the relevant OntheNet document or online OntheNet Toolbox request by which the Customer orders a change of plan for an existing Service.

**Proactive Monitoring** means in the event that Service unavailability is detected an OntheNet representative will call one of the Customer's nominated contacts.

**Product Terms and Conditions** means the Terms and Conditions applicable to the relevant Services as outlined under the headings Internet Access Services, Private Links Services, Hosting Services and Consultancy Services.

**PBX** means Private Branch eXchange, a telephone switching system that interconnects telephone extensions to each other as well as to the outside telephone network (eg PSTN or VoIP).

**Reactive Monitoring** means in the event that Service unavailability is detected an SMS and/or email alert will be sent to the Customer's nominated contacts.

**Reconnection** means restoring an existing Service.

**Relocation** means establishing a new Service at a new address or on different copper pair/s (line) using an existing username, password, configuration and associated attributes.

**Service or Services** means the products and services supplied to the Customer by OntheNet as per the Order or Customised Agreement.

**Service Details** means the information (such as username, password, technical support details) that OntheNet will provide to the Customer that allows the Customer to enable, use and/or monitor the Service/s.

**Shaped or Shaping** means the slowing of the speed of the Service for Personal ADSL Broadband Services, until the next billing anniversary date.

**SIP** means Session Initiation Protocol, which refers to the method used for controlling communication sessions (such as voice calls) over Internet Protocol (IP).

**Site or Sites** mean the specific address to which a Service is being provided.

**Start Date** means the date an individual Service is provisioned and operating as advised in writing by OntheNet. The Start Date is also the date the Contract Term commences.

**Technical Representative** means an individual or business authorised by the Customer to act on their behalf in respect of technical matters relating to the Service, including receipt of the Service Details, usernames and passwords. A Technical Representative is authorised to receive information about the Service and make technical changes (ie. configuration/IP addressing), but is not authorised to sign order forms or make changes that affect billing unless the Customer has allowed the individual to act an Authorised Representative.

**Third Party Supplier** means another business or entity that supplies products, goods or services to OntheNet.

**Transfer** means the process of rapid transfer or churning an existing ADSL or Naked DSL Service from one Internet Service Provider to another.

**VoIP** means Voice over Internet Protocol, which refers to delivery of voice communications over the Internet, rather than via traditional telephone line networks.



## Section 2 - General Terms and Conditions

### 1. Overview

- 1.1. By submitting an Order or Order Form for an OntheNet Service/s, or by accepting a Customised Agreement, the Customer acknowledges that they are bound to the Terms and Conditions outlined in this document and/or the Customised Agreement.
- 1.2. The Contract shall be governed by the laws in force in the State of Queensland and each party submit to the exclusive jurisdiction of the Courts of that State.
- 1.3. This document constitutes the full and entire understanding between the parties in relation to the Service. Any other representations may be contrary to this document and not valid.
- 1.4. The Customer may only enter into a Contract with OntheNet if they are at least 18 years of age as at the date of the Order.
- 1.5. The Customer must be authorised to enter into the Contract and although the Customer may choose to appoint an Authorised Representative/s, the Customer acknowledges that the Contract is at all times between OntheNet and the Customer.
- 1.6. Should there be any conflict between the terms of this document then the following order of precedence shall apply:
  - 1.6.1. The Terms and Conditions of any promotional offer as supplied; then
  - 1.6.2. The Terms and Conditions of the Order Form; then
  - 1.6.3. The Product Terms and Conditions; then
  - 1.6.4. The General Terms and Conditions.
- 1.7. OntheNet reserves the right to refuse an Order, without reason.

### 2. Customer Obligations

- 2.1. By entering into a Contract with OntheNet the Customer agrees:
  - 2.1.1. That the plan/s and Service/s selected meet their requirements.
  - 2.1.2. To pay charges as set out on the relevant Order Form.
  - 2.1.3. To provide all personal computer and communications equipment necessary to effect the Service.
  - 2.1.4. Not to assign or otherwise transfer this or the Customer's rights under it, delegate Customer's obligations or re-sell or sub-licence the Service.
  - 2.1.5. To provide OntheNet with a current and active email address.
  - 2.1.6. To promptly notify OntheNet of any changes to email address and/or other contact details.
  - 2.1.7. To ensure the Service Details provided by OntheNet (including usernames, passwords and other information required to use the Service) are stored in a secure manner and updated as required.
  - 2.1.8. To promptly notify OntheNet of any Fault in relation to the Service and to provide all necessary assistance to help OntheNet rectify or identify the Fault.
  - 2.1.9. To advise OntheNet in writing in a timely manner of any changes, modifications, conversions, Relocations, Cancellations or Transfers to any Service supplied by OntheNet. Without written advice, OntheNet will continue to provide Services and billing of those Services.
  - 2.1.10. To monitor data usage in alignment with the selected plan in order to avoid excess data charges.
  - 2.1.11. To review the Service and plan offerings available from time to time by contacting OntheNet.



- 2.1.12. To review the current version of the OntheNet Terms and Conditions from time to time.
- 2.1.13. The Customer shall be solely responsible for:
  - 2.1.13.1. All security measures, non-disclosure of log-in information and back up of any information.
  - 2.1.13.2. All use of the Service.
  - 2.1.13.3. Disclosure or loss of login information that results in access misuse.

### 3. Changes to the Terms and Conditions

- 3.1. During the term of the Contract, OntheNet may need to change the Terms and Conditions, including fees and charges and plans, due to circumstances beyond its control, including changes in law, urgent changes required for security reasons, changes by a Third Party Supplier of the terms on which they supply services to OntheNet or to the functionality or nature of a service or its underlying technology. OntheNet are therefore not always able to provide the Customer with ongoing supply of a Service on the same Terms and Conditions that existed when OntheNet first commenced providing that Service to the Customer.
- 3.2. In addition to changes which OntheNet are required to make due to circumstances beyond its control, OntheNet may elect to make changes for its own purposes during the term of the Contract. Any changes OntheNet elect to make will take effect for the Customer's Service in accordance with clauses [3.4](#) and [3.5](#) below.
- 3.3. The Customer acknowledges and agrees that in accordance with clauses [3.1](#) and [3.2](#), from time to time the nature of the Services and the terms on which OntheNet supply those Services may change and that if OntheNet elect to change those terms notice will be given in accordance with clauses [3.4](#) and [3.5](#) below.
- 3.4. Customer Rights if OntheNet change the Contract:
  - 3.4.1. Subject to the exceptions permitted by clause [3.5](#), OntheNet will give the Customer notice of any proposed changes to the Terms and Conditions of the Contract, at least 21 days prior to the date on which those changes are to take effect.
  - 3.4.2. Subject to the exceptions permitted by clause [3.5](#), if the proposed changes will cause material detriment to the Customer, for example, the changes will result in a material increase in the fees or unreasonably and materially change the characteristics or functionality of the Service OntheNet initially supplied to the Customer, then the Customer may immediately cancel the affected Service without incurring a Cancellation fee or penalty (provided that OntheNet can recover any outstanding fees incurred up to the date on which the Contract ends and any outstanding amounts that cover Establishment Fees or installation costs or equipment where such equipment can be used in connection with services provided by other suppliers), by giving OntheNet notice in writing to that effect within 42 days of the date of the notice referred to in clause [3.4.1](#) above.
  - 3.4.3. The Customer acknowledges and agrees that if notice is not given to OntheNet within the 42 day period referred to in clause [3.4.2](#), the Customer is deemed to have accepted the changes from the date those changes are to take effect and that the Terms and Conditions of the Contract, as amended by those changes, will govern the relationship between the Customer and OntheNet from that date.
- 3.5. Exceptions:
  - 3.5.1. The Customer acknowledges and agrees that OntheNet's obligation to provide 21 days notice of the proposed changes and to afford the Customer a right to terminate the Contract in accordance with clause [3.4](#) will not apply in relation to:
    - 3.5.1.1. Urgent changes OntheNet is required to make by law for security reasons or technical reasons necessary to protect the integrity of its network;

- 3.5.1.2. The introduction of a new fee or an increase in an existing fee due to an additional tax or levy imposed by law; and
- 3.5.1.3. Increases in fees due to increases imposed on OntheNet by Third Party Suppliers.
- 3.5.2. Where practicable to do so, OntheNet will give the Customer reasonable notice of the changes referred to in this clause [3.5](#) in accordance with the notice provisions of clause [4](#).

#### **4. Notices**

- 4.1. All notices to be served on either party by the other shall be in writing and shall be sent by hand delivery, post, facsimile or electronically to the parties at their respective billing or email addresses as supplied.

#### **5. Fees and Charges**

- 5.1. The Customer is responsible for and agrees to pay for all Service fees and charges as outlined in the Product Terms and Conditions and/or the relevant Order or Order Form.
- 5.2. The Customer agrees to pay all Service fees and charges within the terms of trade. The terms of trade for OntheNet services are 21 days from invoice issue date, with exceptions for various Services, as outlined in the Product Terms and Conditions and/or the relevant Order or Order Form.
- 5.3. Customer Premises Equipment (CPE) purchased from OntheNet requires pre-payment prior to collection or dispatch, unless previously negotiated between the Customer and OntheNet.
- 5.4. All fees and charges are quoted and charged in Australian Dollars and include Goods and Services Tax (GST).
- 5.5. For customers invoiced to an entity outside of Australia, a valid credit card must be provided, which will be used for payment of all and any services.
- 5.6. Service fees and charges and the Contract Term (where applicable) commence from the Start Date of the Service as advised by OntheNet, not when the Customer first uses the Service or attempts to use the Service. Should the Start Date be disputed for any reason OntheNet must be informed in writing within 10 days of the said Start Date or no claim or billing change will be considered.
- 5.7. In the event that OntheNet is technically unable to provide the Service or the Customer cancels an Order prior to the Service being activated, OntheNet will apply a credit to the Customer's account for any Establishment Fees and CPE invoiced in relation to the Service. Activated means that work has been completed to connect a Service, whether by OntheNet or a Third Party Supplier of OntheNet at which point the Service can no longer be cancelled by the Customer without penalty.
- 5.8. OntheNet reserves the right to change pricing and/or plans and to withdraw plans and/or Services by providing 30 days written notice to the Customer.

#### **6. Billing**

- 6.1. OntheNet will provide a Tax Invoice for the Service/s, unless otherwise specified in the Product Terms and Conditions, Order or by OntheNet.
- 6.2. All invoices will be emailed as a PDF attachment to the Customer's nominated Authorised Representative (Billing). Mailing of paper invoices is available and if requested will attract a \$1.50 surcharge per invoice.
- 6.3. By providing credit card details, the Credit Cardholder and/or the Customer authorises OntheNet to process payments to that card immediately once the invoice is raised for any and all charges associated with the Service/s as outlined on the relevant invoice/s and described in these Terms and Conditions.
- 6.4. The Customer understands and agrees that direct debits will be processed immediately and not after 10 business days as described in the 2012 Telecommunications Consumer Protections Code.

- 6.5. Where a credit card has been nominated for account payment the Customer must advise OntheNet immediately of any changes to the credit card details. Should the credit card be declined and payment unable to be processed OntheNet will attempt to contact the Customer advising of same.
- 6.6. Where an account becomes overdue, OntheNet will attempt to provide notice to the Customer by means of email and/or SMS. Such notices outline the process with regard to overdue accounts.
- 6.7. OntheNet reserves the right to disable, interrupt, restrict or cancel any and all services under an account, without liability, in the event that:
  - 6.7.1. The account becomes overdue and the Customer fails to pay the amount overdue within the period stated in the notice.
  - 6.7.2. The Customer appoints an external administrator, becomes bankrupt, insolvent or appears likely to do so and we have reasonable belief that it is unlikely that we will receive or retain amounts due and payable.
- 6.8. Services interrupted or disabled due to non-payment are subject to a re-enable fee for each Service billed on the account in addition to full payment of the balance due on the account.
- 6.9. All overdue accounts that have not been paid in full may be sent to a debt collection agency. At this time OntheNet may terminate and/or remove the Service/s. Should this occur and re-provision of Service/s is subsequently required, a fee of 25% of the overdue amount in question is payable, together with the OntheNet re-enable fee/s and a new Service Establishment Fee (where applicable). A new Order may be required as notified to the Customer by OntheNet. OntheNet also reserves the right to recover the outstanding payment through legal action.
- 6.10. OntheNet reserves the right to insist on credit card payment only for any Product or Service.
- 6.11. OntheNet reserves the right to refuse service based on credit history, or at its absolute discretion.
- 6.12. Credits applied to a Customer's account may remain on the existing account in order to offset future charges or may be refunded to a Credit Card (if held on file) or Bank Account as deemed appropriate by OntheNet.

## **7. Financial Hardship Policy**

- 7.1. The Customer acknowledges and accepts the OntheNet Financial Hardship Policy available at [www.onthenet.com.au](http://www.onthenet.com.au).

## **8. Contract Term / Cancellation of the Service**

- 8.1. The minimum Contract Term may vary between Services as outlined in the Product Terms and Conditions, Order Form or Customised Agreement.
- 8.2. Where a Contract Term is applicable, the Customer is liable for charges for the duration of the Contract Term, from the Start Date of the Service as set out in the Product Terms and Conditions and/or Order Form or Customised Agreement.
- 8.3. If neither the Customer nor OntheNet cancel the Service at the end of the Contract Term, OntheNet will continue to provide the Service on a month-to-month basis in accordance with the General Terms and Conditions and Product Terms and Conditions for the specific Service.
- 8.4. If the Customer does not wish to continue to use the Service on a month-to-month basis after the end of the Contract Term, the Customer must provide a written cancellation request and the applicable notice period for cancellation must be provided.
- 8.5. A Cancellation Fee may be payable for Cancellation of a Service prior to the Contract End Date as set out in the Product Terms and Conditions.
- 8.6. Request for Cancellation of a Service must be forwarded by the Customer to OntheNet in writing giving OntheNet the required notice period as outlined in the Product Terms and Conditions. The Customer is responsible for all fees and charges outlined in the Product Terms and Conditions until such time as Cancellation of the Service is complete.

- 8.7. When the Customer notifies OntheNet that they wish to cancel the Service, the monthly access fee, for the month in which the Service is cancelled, is applicable.
- 8.8. Cancellation of any Service effectively cancels all/any email/mailboxes associated with that Service.

## 9. Technical Support

- 9.1. OntheNet technical support is provided by telephone, face-to-face, website support pages and remotely. On-site technical support is available pending management approval, and charges may apply.
- 9.2. The Customer understands and accepts that when receiving technical support from OntheNet or its representatives, damage may be caused to computer software, hardware or data and may invalidate the computer warranty. The Customer should back up all existing files before seeking technical support as OntheNet does not accept any responsibility or liability for any loss or damage, even if the loss or damage is caused by a negligent act or omission of OntheNet and/or its representatives.
- 9.3. Upon Complete Provisioning of all new Services, OntheNet shall provide the Customer with the Service Details, including the technical support level and relevant contact details. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.
- 9.4. All OntheNet products include varying levels of technical support from Level 1 to Level 3 as detailed below.

### 9.4.1. Level 1 Technical Support

Description	Level 1 Technical Support
Staff	Technical Support Specialist Staff
	Technical Support Hours
Hours Available	OntheNet Technical Support Hours only: Monday - Friday 8:00am-7:00pm Saturday 9:00am-1:00pm
Response Target	4 hour response target – phone and email
Contact Details	Ph: 07 5553 9222 E: support@onthenet.com.au (connectivity) E: dna@onthenet.com.au (domain/web hosting)
Availability	Included with all OntheNet Products and Services
Details and Charges	Free Technical Support by telephone, email, website and at OntheNet office by appointment. Consultancy Services available per <a href="#">Consultancy Fees</a> . Loan Hardware support with manager approval, pending availability.

### 9.4.2. Level 2 Technical Support

Description	Level 2 Technical Support	
Staff	Technical Support Specialist Staff Level 2 Technical Support Specialist Staff and Systems/Network Engineers as required	
	Technical Support Hours	After Hours or Urgent Faults
Hours Available	Monday - Friday 8:00am-7:00pm Saturday 9:00am-1:00pm	24x7x365 access via callback service
Response Target	4 hour response target	30 minute response target
Contact Details	Ph: 07 5553 9222, E: support@onthenet.com.au (connectivity); E: dna@onthenet.com.au (domain/web hosting)	See Service Details for callback service number

Availability	Specified products supported, refer 'Product Table – Technical Support Levels'
Details and Charges	Free Technical Support by telephone, email, website and at OntheNet office by appointment. Consultancy Services available per <a href="#">Consultancy Fees</a> . Loan Hardware support with manager approval, pending availability.

#### 9.4.3. Level 3 Technical Support

Description	Level 3 Priority Technical Support
Staff	Level 2 Technical Support Specialist Staff and Systems/Network Engineers as required
	All Hours
Hours Available	24x7x365 access
Response Time	15 minute guaranteed response time
Contact Details	See Service Details for priority support number
Availability	Specified products/services or Customised Agreements only, refer 'Product Table – Technical Support Levels' <i>Note: Level 1 Technical Support is available during OntheNet technical support hours, with standard response times as per Level 1 Technical Support details above.</i>
Details and Charges	Free Technical Support by telephone, email, website and at OntheNet office by appointment. Consultancy Services available per <a href="#">Consultancy Fees</a> . Loan Hardware support with manager approval, pending availability.

9.5. For all support levels, resolution timeframe is dependent on fault type.

#### 9.6. Emergency Consultancy Service

- 9.6.1. An Emergency Consultancy Service is available to all Customers for unexpected emergency situations where the included product Technical Support level may not be appropriate.
- 9.6.2. The Emergency Consultancy Service is available for all products at an additional cost as per Schedule of Charges.
- 9.6.3. Emergency Consultancy Services are determined on a case-by-case basis at the discretion of OntheNet and at all times are pending availability of OntheNet resources. Where additional planned support and/or Consultancy is required, see [Consultancy Services](#) product details.

9.7. A summary of the applicable Support Level by product is outlined below.

Product Group	Product	Technical Support Level Included
Broadband Services		
ADSL Broadband	Business ADSL	2
	Personal ADSL	1
NBN Services	Business NBN	2
	Personal NBN	1
Ethernet Services	BusinessFibre	3
Failover Services	4G/5G Failover	3
Private Links Services		
	ADSL	2
	NBN	2
	Private Links with QoS	3

	BusinessFibre	3
	Private Links Managed Firewall	2
<b>Hosting Services</b>		
Domain/Website	Domain Name Hosting	1
	Shared Hosting (Domain and Website)	1
Hosted Exchange	Hosted Exchange	2
Co-location	Co-location	2
	Half Rack, Full Rack and/or Premium Co-location (Redundant Internet/Power/Private Links)	3
VStrata	Virtual Private Servers	2
<b>Voice Services</b>		
	Personal Prepaid VoIP	1
	Business VoIP	2
	Business Phone	2
	Business Phone PLUS	2
	Business Phone PLUS with Failover Features	3
	Hosted PBX	2
	Rented Telephone Handsets	2
<b>Other Services</b>		
Managed Hardware	Managed Hardware	3
	Managed Firewall	3
Network Reporting	Network Reporting	3
Managed SD-WAN	Managed SD-WAN	3
Consultancy Services	Security Audits, Network Design, Cisco Hardware Configuration, Network Performance Audits, Disaster Recovery Planning.	Support level is defined by Engineering for duration of the project/or a specified timeframe.

## 9.8. On-site Technical Support

- 9.8.1. From time to time a representative of OntheNet and/or Third Party Supplier may be required to access the Customer's premises. Where on-site access is required, the Customer consents to such access and agrees to provide the representative of OntheNet and/or Third Party Supplier with safe access to the premises.
- 9.8.2. The Customer must ensure that a person of at least 18 years of age is present for the duration of the on-site services.
- 9.8.3. If the Customer does not own the premises and/or equipment within the premises the Customer must obtain the owner's permission for the representative of OntheNet and/or Third Party Supplier to access the premises/equipment.
- 9.8.4. An incorrect call-out fee may apply if the Customer's privately maintained equipment (any equipment beyond the first termination point that is not maintained by the carrier) and/or in-building cabling is shown to be at fault.
- 9.8.5. The service area for on-site technical support is within the Gold Coast City region. On-site Technical support is available only from 9:00am to 5:00pm, Monday to Friday.

- 9.8.6. To the full extent permitted by law, under no circumstances will OntheNet, any related entities or any Third Party Supplier engaged by OntheNet be liable to the Customer or any other person for any direct, indirect, incidental, special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the on-site Technical Support provided by OntheNet or a Third Party Supplier engaged by OntheNet.

## 10. Virus and Spam Filtering

- 10.1. Virus and Spam Filtering Services apply to Customers utilising:
- 10.1.1. Any onthenet.com.au mailboxes (including subdomains and aliases)
  - 10.1.2. OntheNet Business Mail mailboxes (including subdomains and aliases)
- 10.2. These Spam reduction systems feature two methods – Grey Listing and Spam Tagging.
- 10.3. A third Spam reduction method - Spam Filing – applies to Customers utilising onthenet.com.au mailboxes.
- 10.4. OntheNet uses automated processes to attempt to identify Spam via incoming mail and those identified as potential Spam are either rejected or tagged. This process involves software making a decision about whether or not an item of email is undesirable and as a consequence will occasionally result in:
- 10.4.1. Some emails being rejected / deleted
  - 10.4.2. Some undesirable emails / viruses being permitted
  - 10.4.3. Emails that are not undesirable being filtered and stored separately (where Spam Filing applies)
- 10.5. The Spam that is tagged is either:
- 10.5.1. Delivered to the mailbox, and it is the mailbox owner's responsibility to manage the Spam including set up of automatic spam filing if desired, or;
  - 10.5.2. Where Spam Filing applies, the tagged spam is diverted so that it does not arrive in the user's mailbox. The diverted, tagged email is filed in a separate mailbox and deleted after 30 days and it is the Customer's responsibility to manage these emails.
- 10.6. OntheNet recommend that Customers take other security precautions, including the following:
- 10.6.1. Running up-to-date anti-virus software.
  - 10.6.2. Not opening email attachments from sources unless certain of the identity and reliability of the sender.
- 10.7. These Spam reductions systems are active by default for all applicable Customers. Customers can opt out of Grey Listing only.
- 10.8. Details of OntheNet's Virus and Spam Filtering processes, how to access filtered emails if required, and how to opt out, are located on the OntheNet website.

## 11. Customer Premises Equipment (CPE)

- 11.1. CPE is not included as standard with OntheNet Services, however, the Customer may purchase CPE from OntheNet for use in relation to the Service.
- 11.2. To purchase CPE from OntheNet the Customer must have or be ordering an OntheNet Service.
- 11.3. The Customer is responsible for ensuring CPE is appropriate and adequate for the intended purpose.
- 11.4. All CPE must comply with Australian telecommunications standards.
- 11.5. Ownership and subsequent risk for the CPE purchased from OntheNet transfers to the Customer on receipt of the goods.



- 11.6. CPE purchased from OntheNet includes a manufacturer's warranty. In the event CPE purchased from OntheNet fails for any reason it is the Customer's responsibility to return the CPE to the manufacturer for repairs and/or replacement as per the conditions of the manufacturer's warranty.
- 11.7. OntheNet have a set level of loan CPE which may be provided to Customers at the discretion of OntheNet. Loan stock may not always be available. Loan CPE is available for a set duration; an invoice will be raised for the replacement value of the CPE and is credited on return of the CPE (if returned within set duration in suitable condition). Should the CPE be returned to OntheNet outside the set duration period, or not in a suitable condition, the charges per the loan CPE invoice are due and payable immediately. It is at the discretion of OntheNet if a credit will be applied for the loan CPE charges if hardware is subsequently returned.
- 11.8. If the Customer requests to return CPE purchased from OntheNet it is at OntheNet's discretion to accept the return or exchange of the equipment. If OntheNet choose to receive the equipment it is to be returned in an undamaged, complete condition within 10 days of original receipt by the Customer.
- 11.9. All CPE supplied with a Broadband Service from OntheNet is pre-configured with a standard template and tested.
- 11.10. No CPE supplied by OntheNet includes ongoing Management of that hardware.
- 11.11. Managed Hardware is an optional separate product.
- 11.12. Technical Support for telephone handsets is only provided for handsets supplied by OntheNet.

## **12. Privacy Statement**

- 12.1. The Customer acknowledges and accepts the OntheNet Privacy Statement available at [www.onthenet.com.au](http://www.onthenet.com.au).

## **13. Information about Customer Rights**

- 13.1. Information and advice about the Customer's 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 the relevant state or territory.

## **14. Complaint Handling**

- 14.1. The Customer acknowledges and accepts the OntheNet Complaint Handling Process available at [www.onthenet.com.au](http://www.onthenet.com.au).

## **15. Payment of Referral Fees**

- 15.1. OntheNet may pay a referral fee to any of its employees, agents, contractors or other representatives of OntheNet in connection with the Contract.

## **16. Use of OntheNet IP Addresses**

- 16.1. If the use of one or more OntheNet IP addresses is required as part of any OntheNet Service/s, then OntheNet grants the Customer a limited, revocable, non-transferable licence to use certain IP addresses allocated to OntheNet, as determined by OntheNet from time to time, during the Term for the sole purpose of receiving the Service/s.

## **17. Limitation of Liability**

- 17.1. The Customer acknowledges and agrees that, to the extent permitted by law, OntheNet will not be liable to the Customer for any loss of revenue, loss of profits, loss of data, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential loss or damages arising out of or in connection with use of the Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.

- 17.2. The Customer acknowledges and agrees that all implied terms, conditions and warranties, except for Non-Excludable Terms, are excluded from the Terms and Conditions of the Contract.
- 17.3. The Customer's remedy against OntheNet for breach of any Non-Excludable Term is limited, at the option of OntheNet, to:
  - 17.3.1. If the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods, or;
  - 17.3.2. If the breach relates to services, re-supplying or paying the cost of re-supplying, those services.
- 17.4. To the extent permitted by law, and subject to clause [17.3](#) if applicable in the circumstances, OntheNet and its Third Party Suppliers, agents, clients, servants, officers and employees, shall not be liable for any loss incurred by the Customer, whether direct or indirect and regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability, by reason of:
  - 17.4.1. A Service Outage or non-supply;
  - 17.4.2. The Customer's use or inability to use the Service and/or CPE supplied by OntheNet;
  - 17.4.3. An event of Force Majeure;
  - 17.4.4. An act or default by a Third Party Supplier.
- 17.5. OntheNet does not monitor or control the content and information accessed via the Services and shall not be held responsible in any way for any loss incurred by the Customer as a result of any content or any information accessed via the Service.
- 17.6. Certain Internet content via the Service may contain material, which the Customer may find inappropriate, offensive, inflammatory or adult in nature. OntheNet disclaims any and all liability for the contents of such material.
- 17.7. To the extent permitted by law, and subject to clause [17.3](#) if it applies in the circumstances, OntheNet's cumulative, aggregate liability (whether in contract, tort (including negligence), under an indemnity or otherwise) under or in connection with each Service is limited to an amount equal to the value of the fees paid by the Customer under the Order or Customised Agreement at the time the event giving rise to liability occurs.

## 18. Service Suspension/Cancellation

- 18.1. OntheNet may suspend or cancel the provision of Services without prior notice to the Customer and without OntheNet having liability to the Customer, if:
  - 18.1.1. The Customer breaches the Contract or Customised Agreement and does not remedy such breach within five (5) business days' notice by OntheNet to remedy that breach;
  - 18.1.2. The Customer is in breach of the OntheNet Acceptable Use Policy (AUP).
  - 18.1.3. OntheNet is required to perform any scheduled maintenance in connection with OntheNet's facilities, network or systems;
  - 18.1.4. There is a planned Outage period;
  - 18.1.5. OntheNet is required by any Governmental Agency or emergency service organisation to suspend the Services;
  - 18.1.6. A Third Party Supplier disconnects or discontinues a service to OntheNet;
  - 18.1.7. A Service access line has been disconnected by any other provider;
  - 18.1.8. OntheNet reasonably believe the Customer's Service is impacting the OntheNet network or other networks in a detrimental way (ie. malware infection, DoS or DDoS attack) whether or not it is caused directly or indirectly by the Customer;

- 18.1.9. There is an emergency of any kind which may require work to be carried out on OntheNet's or a Third Party Supplier's facilities, networks or systems. In this case, OntheNet will use its best endeavours to keep the Customer informed of the status and when the emergency may or will cease.
- 18.1.10. A Force Majeure Event occurs and affects OntheNet's ability to provide the Services for the period that the Force Majeure event continues.

## **19. Acceptable Use Policy**

- 19.1. The Customer acknowledges that the OntheNet Acceptable Use Policy available at [www.onthenet.com.au](http://www.onthenet.com.au) is applicable at all times when using any/all OntheNet Services and agrees to be bound by that policy.

## **20. Phone Number Obligations**

- 20.1. OntheNet will not make the use of a number by a customer subject to any of the following conditions:
  - 20.1.1. A condition that the customer must discharge a debt owed to OntheNet by a customer who was previously issued the number;
  - 20.1.2. A condition that the customer must not request to port the number to another carriage service provider;
  - 20.1.3. A condition that the customer must not change carriage service providers;
  - 20.1.4. OntheNet must not issue a number to a customer unless the OntheNet holds the number.

## Section 3 - Product Terms and Conditions

### ***INTERNET ACCESS SERVICES***

#### **21. ADSL Broadband**

- 21.1. The Service
  - 21.1.1. OntheNet is providing the Customer with Internet access via ADSL broadband technology sharing a Customer's fixed telephone line at a specified address.
  - 21.1.2. There are two ADSL Broadband Service types – Personal and Business - and numerous plans available.
  - 21.1.3. ADSL broadband technology is always on and allows the Customer to use the phone line at the same time as the ADSL.
  - 21.1.4. Compatible ADSL hardware (CPE) is required to use the Service.
- 21.2. All ADSL Broadband Services include:
  - 21.2.1. Internet access with included data allocation/s.
  - 21.2.2. A single login and email mailbox. Upon request, up to four additional mailboxes can be added at no charge.
  - 21.2.3. Online usage statistics. Although updated frequently the usage statistics are not up to the minute calculations. From time to time, for technical reasons, usage statistics maybe delayed or unavailable.
  - 21.2.4. Webmail interface, [Virus and Spam Filtering](#) as outlined in the General Terms and Conditions.
  - 21.2.5. [Technical Support](#) as outlined in the General Terms and Conditions.
- 21.3. Personal ADSL Broadband Services include:
  - 21.3.1. Fixed monthly access fee, payable in advance by credit card only.
  - 21.3.2. Variable speed:
    - 21.3.2.1. Data is allocated separately for peak and off-peak periods as per the Order Form and plan selected.
    - 21.3.2.2. The peak and off-peak usage periods are treated independently in respect to speed variation.
    - 21.3.2.3. The included data allocation is monthly, based on the billing anniversary date. If the included data allocation is exceeded in either time usage period the Service will be Shaped to a slower speed during that period, until the next billing anniversary date. The monthly billing anniversary date is based on the Start Date, or the date a plan change is effected. The data usage is reset to zero on the monthly billing anniversary date.
  - 21.3.3. A dynamic IP address. A single static IP address may be assigned to the Service upon request for an additional cost.
  - 21.3.4. Data is counted differently, depending on the plan selected.
    - 21.3.4.1. For Personal plans, when calculating Service usage OntheNet only considers data consumed and not outbound data. Data is consumed when receiving emails, viewing web pages and most Internet activities, i.e. it is not limited purely to the download of specific files.
- 21.4. Business ADSL Broadband Services include:
  - 21.4.1. Fixed speed.

- 21.4.2. Variable cost:
  - 21.4.2.1. The included data allocation is for use within each calendar month.
  - 21.4.2.2. Data consumption in excess of the monthly data allocation incurs an additional cost.
  - 21.4.2.3. The rate charged for excess data consumption is specified on the Order Form.
  - 21.4.2.4. The billing anniversary date is 1st monthly. The data usage is reset on the monthly billing anniversary date.
- 21.4.3. A single static IP address. Additional IP addressing may be available upon request for an additional cost, if technically justified, at the discretion of OntheNet.
- 21.4.4. When calculating Service usage OntheNet only considers data consumed and not outbound data. Data is consumed when receiving emails, viewing web pages and most Internet activities, i.e. it is not limited purely to the download of specific files.
- 21.5. Customer Obligations
  - 21.5.1. OntheNet attempt to send courtesy quota notifications by email to Customers. It is the Customer's responsibility to monitor data usage in alignment with the selected plan in order to avoid Shaping or excess data charges. Usage statistics are available online via the OntheNet website or OntheNet Toolbox.
- 21.6. Speed of Service
  - 21.6.1. All Broadband speeds quoted by OntheNet are maximum theoretical speeds. OntheNet does not guarantee that the maximum speeds stated will be attainable in all cases.
  - 21.6.2. OntheNet is not responsible for environmental/external influences that may impact the speed and/or performance of the Service.
  - 21.6.3. OntheNet may, at its discretion, change the maximum speed of the Service, eg. to increase the stability of the Service.
  - 21.6.4. The actual maximum speed of the Service depends on factors such as telephone line quality, distance to the telephone exchange, internal building wiring, as well as the CPE used.
  - 21.6.5. With the higher speeds, the actual speed depends on the Customer line quality and distance, internal building and wiring, as well as the CPE used. The speed can therefore only be accurately determined once the Service has been installed and tested. Newer ADSL2+ capable CPE are recommended to obtain speeds greater than 6Mbps. It is estimated that approximately two thirds of Customer locations should experience between 6 and 14 Mbps. OntheNet does not guarantee that higher speeds will be attainable in all cases.
  - 21.6.6. ADSL2+ capable CPE is necessary to obtain ADSL2+ speeds.
- 21.7. Availability of Service
  - 21.7.1. OntheNet cannot guarantee ADSL Service will be available on every telephone line.
  - 21.7.2. Personal plans are available in Queensland only, and may not be available in all locations.
  - 21.7.3. The fixed telephone line nominated must be ADSL compatible/able to be used or operated with a DSL Service.
  - 21.7.4. Adequate ADSL capacity must be available.

#### 21.8. Delivery of Service / Provisioning

- 21.8.1. Complete Provisioning typically takes between three and seven business days from receipt of completed Order Form and prepayment of any required fees.
- 21.8.2. OntheNet shall provide the Customer with the Service Details, including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.
- 21.8.3. OntheNet are not responsible for provisioning delays due to any third party dependencies, such as the incomplete processing of a new telephone service, or any other circumstance beyond our control.
- 21.8.4. OntheNet does not guarantee any provisioning timeframe.

#### 21.9. Transfers

- 21.9.1. Transfers are a fast process for changing ADSL Internet Service Providers.
- 21.9.2. ADSL Transfers to OntheNet are only applicable for active ADSL Services supplied by a participating Internet Service Provider.
- 21.9.3. Transfers are not available when changing address or changing the telephone line on which an ADSL Service is provided.
- 21.9.4. Cancelling an ADSL Service with another Internet Service Provider before an ADSL Transfer Order has been processed by OntheNet will cause a failed Transfer and a new Order will be required.
- 21.9.5. Transfer may result in downtime of the ADSL Service during the Transfer process. OntheNet are able to advise the Customer of the day the Transfer will occur and the Transfer could occur at any time during this day. OntheNet are unable to provide exact timing for the completion of the Transfer.
- 21.9.6. Where a third party is involved in a Transfer process and failure on the part of the third party occurs, OntheNet is not liable for any delays or loss incurred as a result of the delay.
- 21.9.7. Performing a Transfer does not release the Customer from any contractual obligations, e.g. early Cancellation Fees, with their previous ADSL Internet Service Provider.

#### 21.10. Impact between ADSL and other Services

- 21.10.1. The installation and operation of an ADSL Service may cause disruption to other services on that telephone line, e.g. alarm system, monitoring service, PABX system, Pay Television.
- 21.10.2. Other services that utilise the same telephone line, e.g. alarm system, monitoring service, PABX system, Pay Television, may cause disruption to the ADSL Service.
- 21.10.3. The provider of any other service which shares the telephone line should be notified by the Customer that an ADSL Service is also utilised.
- 21.10.4. It is the Customer's responsibility and cost to install CPE such as central splitters and network termination devices which may be required when other services share the ADSL telephone line.
- 21.10.5. If the Customer orders and the Service is provisioned on an inappropriate telephone line, it is the Customer's responsibility and cost to re-order the Service on another telephone line.

#### 21.11. Contract Term / Cancellation of the Service

- 21.11.1. The minimum Contract Term is 12 months from the Start Date for Personal ADSL Broadband Services and 24 months from the Start Date for Business ADSL Broadband Services, unless otherwise specified on the Order Form.

- 21.11.2. For Personal ADSL Broadband Services, the Customer may change between Personal Plans with no change to the Contract Term.
- 21.11.3. For Business ADSL Broadband Services, a new Contract Term applies from the date of a plan change. The new Contract End Date will be either 24 months from the date of the plan change, or, the original Contract End Date, whichever is later.
- 21.11.4. Changing between ADSL Broadband Service types, e.g. Personal to Business or Business to Personal, will initiate a new Contract Term effective from the date of the plan change. If changing to a Personal plan the new Contract End Date will be either 12 months from the date of the plan change, or, the original Contract End Date, whichever is later. If changing to a Business plan the new Contract End Date will be either 24 months from the date of the plan change, or, the original Contract End Date, whichever is later.
- 21.11.5. Converting to ADSL Broadband Services from other OntheNet ADSL Service types, e.g. Private Links, will initiate a new Contract Term effective from the date of conversion. If converting to a Personal ADSL Broadband Service the new Contract End Date will be either 12 months from the date of the conversion, or, the original Contract End Date, whichever is later. If converting to a Business ADSL Broadband Service the new Contract End Date will be either 24 months from the date of the conversion, or, the original Contract End Date, whichever is later.
- 21.11.6. If the Customer notifies OntheNet that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by OntheNet in writing five full business days before required. The Service shall be disabled at the date requested, however, it may take up to five business days for the Service to be fully removed.
- 21.11.7. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee:
  - 21.11.7.1. For Personal ADSL Broadband Services, the Cancellation Fee is either \$160, or, the balance of the total remaining monthly access fees for the current Contract Term, whichever is less. Any applicable Cancellation Fee is due and charged at the time of Cancellation.
  - 21.11.7.2. For Business ADSL Broadband Services, the Cancellation Fee is equal to the total of the remaining monthly access fees for the current Contract Term. Any excess usage fees together with any applicable Cancellation Fee are billed at the time of Cancellation.
- 21.11.8. The Customer acknowledges that the Cancellation Fee as calculated in accordance with the ADSL Broadband Terms and Conditions constitute a genuine estimate of OntheNet's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
- 21.11.9. If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by OntheNet no less than five full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 21.11.10. Cancellation requests must be submitted by an account Authorised Representative and must include the username, Service number, Service address, the required Cancellation date and reason. Should this information not be received in full the Cancellation is not able to be actioned.
- 21.11.11. Transferring the Service to another Internet Service Provider, via the Transfer process, will result in the automatic Cancellation of the Service with OntheNet. Cancellation fees where applicable, will apply from the date of Transfer.
- 21.11.12. Changes to the telephone service which the ADSL Broadband Service shares may result in automatic Cancellation of the ADSL Broadband Service. These changes to the telephone service include, but are not limited to:
  - 21.11.12.1. Relocation of the telephone service to a new address;



- 21.11.12.2. Change of Lessee of the telephone service;
- 21.11.12.3. Cancellation/suspension of the telephone service;
- 21.11.12.4. Installation of another service on the telephone line which is incompatible with the ADSL Service.

21.11.13. Cancellation fees where applicable, will apply from the date of automatic Cancellation.

## 21.12. Plan Changes

21.12.1. All plan changes require completion and submission of a Plan Change Form.

### 21.12.2. Personal ADSL Broadband Services

- 21.12.2.1. Plan change with change of speed
  - a. A once off fee applies to change the speed of the Service.
  - b. Changing to an ADSL2+ speed (on Personal plans only) may result in downtime of the ADSL Service during the speed change process. Upon request, OntheNet are able to advise the Customer of the day the speed change is due to occur and the speed change could occur at any time during this day. OntheNet are unable to provide exact timing for the completion of the speed change.
- 21.12.2.2. Plan change without change of speed
  - a. There is no cost to change from one plan to another of the same plan type and speed, other than the new rate.
- 21.12.2.3. Effective date of plan changes
  - a. Plan changes occur immediately (as soon as possible), or on the next billing anniversary date, whichever is requested by the Customer on the Plan Change Form.
  - b. If immediate change is requested, the date the plan change occurs will become the new billing anniversary date, the data allocation will be reset, and the remainder of the current month's fee will be forfeited.
- 21.12.2.4. Any data consumed on the day the plan change is effective will count towards the new plan.
- 21.12.2.5. There is no change to the Contract Term when changing between Personal Plans.

### 21.12.3. Business ADSL Broadband Services

- 21.12.3.1. Plan change with change of speed
  - a. A once off fee applies to change the speed of the Service.
  - b. Changing to an ADSL2+ speed (on Business plans only) may result in downtime of the ADSL Service during the speed change process. Upon request, OntheNet are able to advise the Customer of the day the speed change will occur and the speed change could occur at any time during this day. OntheNet are unable to provide exact timing for the completion of the speed change.
- 21.12.3.2. Plan change without change of speed
  - a. There is no cost to change from one plan to another of the same plan type and speed, other than the new rate.
- 21.12.3.3. The change to billing and data allocation will take effect from the first of the next calendar month.

- 21.12.3.4. A new Contract Term takes effect from the date of the plan change. The new Contract End Date will be either 24 months from the date of the plan change, or, the original Contract End Date, whichever is later.
- 21.12.4. Customers wishing to convert Business or Personal DSL plans to DSL Private Links must use the Private Links Order Form. A new Contract Term and establishment fees will apply from the date of change.
- 21.13. Reconnection or Relocation of the Service
  - 21.13.1. Reconnection or Relocation of the Service to another address or telephone line is equivalent to Cancellation and a new Service.
  - 21.13.2. Reconnection or Relocation requires completion and submission of an Order Form.
  - 21.13.3. A new Contract Term and Establishment Fee will apply as outlined on the Order Form.
  - 21.13.4. In the case of a Relocation, both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet.
  - 21.13.5. If the Service is successfully reconnected or relocated with OntheNet any applicable Cancellation Fee will be waived by OntheNet, provided the Reconnection or Relocation occurs within 30 days.
  - 21.13.6. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.
  - 21.13.7. Changes to the telephone service which the ADSL Broadband Service shares may result in automatic Cancellation of the ADSL Broadband Service. These changes to the telephone service include, but are not limited to:
    - 21.13.7.1. Relocation of the telephone service to a new address
    - 21.13.7.2. Change of Lessee of the telephone service
    - 21.13.7.3. Cancellation/suspension of the telephone service
    - 21.13.7.4. Installation of another service on the telephone line which is incompatible with the ADSL Service.
  - 21.13.8. If the ADSL Broadband Service is automatically terminated as a result of a change to the telephone service the Customer is responsible for advising OntheNet and must submit an Order to OntheNet to reconnect or relocate the Service.
- 21.14. Billing, Fees and Charges
  - 21.14.1. An Establishment Fee is applicable for all ADSL Broadband Services.
  - 21.14.2. OntheNet charge an access fee, which includes data allocation/s. Access fees are billed monthly in advance. The invoice date may not necessarily be the same as the billing anniversary date.
  - 21.14.3. Personal ADSL Broadband Services:
    - 21.14.3.1. All and any charges are due on the invoice date and must be paid by automatic deduction from a valid credit card held on file.
    - 21.14.3.2. The monthly billing anniversary date is based on the Start Date of the Service.
  - 21.14.4. Business ADSL Broadband Services:
    - 21.14.4.1. Data consumption in excess of the monthly data allocation is billed in arrears on the following month's invoice.
    - 21.14.4.2. The rate charged for excess data consumption is specified on the Order Form.
    - 21.14.4.3. The billing anniversary date is 1st monthly.

## 22. 4G/5G Failover

- 22.1. The Service
  - 22.1.1. OntheNet provides a 4G or 5G compatible SIM card with Internet access for the Customer to use as a short-term failover for an existing OntheNet provided Internet connection (the primary Service).
  - 22.1.2. In the event the primary Service fails, traffic is automatically rerouted via the failover Service. The Service automatically reverts to the primary Internet Service when available.
  - 22.1.3. There are specific managed hardware requirements, at additional cost. If utilising customer-owned hardware, the Customer must ensure the hardware being used meets the technical requirements specified by OntheNet, and the hardware is configured and solely managed by OntheNet.
  - 22.1.4. The Service includes Level 3 Technical Support as outlined in the General Terms and Conditions.
  - 22.1.5. The Service is designed to minimise connectivity downtime. OntheNet does not guarantee that there will be zero downtime.
  - 22.1.6. OntheNet cannot provide any guarantees for the availability, quality or performance of the 4G/5G Internet Service.
  - 22.1.7. The Customer must not manipulate the Service/s or hardware in any way to force continued use of the 4G/5G Service without express written agreement from OntheNet.
- 22.2. Customer Obligations
  - 22.2.1. It is the Customer's responsibility to test complete failover functionality within ten (10) business days of the Start Date.
  - 22.2.2. It is the Customer's responsibility to periodically test complete failover functionality.
  - 22.2.3. It is the Customer's responsibility to advise OntheNet of any changes to the Customer's network configuration that may impact the functionality of the failover Service.
- 22.3. Delivery of Service/Provisioning
  - 22.3.1. OntheNet does not guarantee any provisioning timeframe.
  - 22.3.2. OntheNet is not responsible for provisioning delays due to any third-party dependencies or any other circumstance beyond its control.
  - 22.3.3. The Start Date of the Service is the date that provisioning of the Service is complete, as advised in writing by OntheNet. The Customer has ten (10) business days to dispute the Start Date of the Service, after which time it is deemed that the Customer has accepted the Service.
- 22.4. Contract Term / Cancellation of the Service
  - 22.4.1. The minimum Contract Term is one (1) month, unless specified otherwise on the Order Form. The Contract Term begins from the Start Date of the Service.
  - 22.4.2. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly fees.
  - 22.4.3. The Customer acknowledges that the Cancellation Fee, as calculated in accordance with these Terms and Conditions, constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
  - 22.4.4. Cancellation requests must be received by OntheNet in writing five (5) business days before the required Cancellation date.
  - 22.4.5. Cancellation requests must be submitted by an Authorised Representative and must include the relevant Service details and the required Cancellation date.

- 22.4.6. The monthly fee for the month in which Cancellation occurs is payable in full.
  - 22.4.7. Cancellation of the primary Service for any reason will result in automatic Cancellation of the failover Service. Cancellation fees where applicable will apply from the date of Cancellation.
  - 22.4.8. The SIM card must be returned to OntheNet within ten (10) business days of Cancellation, at the Customers cost, otherwise additional charges may apply.
- 22.5. Billing, Fees and Charges
- 22.5.1. When an Establishment Fee applies, it is payable prior to the Order being processed by OntheNet.
  - 22.5.2. Monthly fees are billed from the Start Date of the Service and are payable in advance.
  - 22.5.3. The billing anniversary date is 1st monthly. The first Invoice will reflect the pro-rata period between the Start Date and end of month, to bring the account in line with the billing anniversary date.
  - 22.5.4. [Consultancy Fees](#) may apply for configuration and/or support of a non-standard or complex solution (dependant on Customer requirements).

## 23. NBN Services

- 23.1. The Service
- 23.1.1. OntheNet is providing broadband Internet access to the Customer's premises via the National Broadband Network (NBN). nbn co is not providing any products or services to the Customer.
  - 23.1.2. Personal and Business plans are available.
  - 23.1.3. The Service requires power to operate and will not operate in the event of a mains power failure.
  - 23.1.4. NBN Equipment may be required.
  - 23.1.5. CPE is required to use the Service. This equipment must be obtained by the Customer (at their cost), maintained and operated by the Customer, and remains the Customer's property beyond the termination of the Service. The Customer must ensure that any CPE:
    - 23.1.5.1. Is compatible with the NBN network that the premises is connected to.
    - 23.1.5.2. Is approved for use in connection with Australian telecommunications networks;
    - 23.1.5.3. Is not used for any purpose other than the purposes for which it was approved; and
    - 23.1.5.4. Is maintained in good repair and working condition.
  - 23.1.6. All Services include:
    - 23.1.6.1. Internet access with an included data allocation/s.
    - 23.1.6.2. Upon request, up to five mailboxes can be ordered at no charge.
    - 23.1.6.3. Online usage statistics. Although updated frequently, usage statistics are not up to the minute calculations. From time to time, for technical reasons, usage statistics maybe delayed or unavailable.
    - 23.1.6.4. A Webmail interface and [Virus and Spam Filtering](#) as outlined in the General Terms and Conditions.
    - 23.1.6.5. [Technical Support](#) as outlined in the General Terms and Conditions.

23.1.7. Personal plans include:

23.1.7.1. Fixed monthly access fee, payable in advance by credit card only.

23.1.7.2. Variable speed:

- a. Data is allocated as per the Order Form and plan selected.
- b. If applicable, the peak and off-peak usage periods are treated independently in respect to speed variation and are based on Australian Eastern Standard Time (AEST).
- c. The included data allocation is monthly, based on the billing anniversary date. If the included data allocation is exceeded the Service will be Shaped to a slower speed, until the next billing anniversary date. The monthly billing anniversary date is based on the Start Date, or the date a plan change is effected. The data usage is reset to zero on the monthly billing anniversary date.

23.1.7.3. A dynamic IP address. A single static IP address may be assigned to the Service upon request for an additional cost.

23.1.7.4. When calculating Service usage OntheNet counts data both downloaded and uploaded.

23.1.8. Business plans include:

23.1.8.1. Fixed speed.

23.1.8.2. Variable cost:

- a. The included data allocation is for use within each calendar month.
- b. Data consumption in excess of the monthly data allocation incurs an additional cost.
- c. The rate charged for excess data consumption is specified on the Order Form.
- d. The billing anniversary date is 1st monthly. The data usage is reset on the monthly billing anniversary date.

23.1.8.3. A single static IP address. Additional IP addressing may be available upon request for an additional cost, if technically justified, at the discretion of OntheNet.

23.1.8.4. When calculating Service usage OntheNet only counts data downloaded. Uploaded data is not counted towards the data allocation.

23.2. Customer Obligations

23.2.1. The Customer must ensure the accuracy of the information provided for the establishment of the Service. The Service will be installed according to the information provided. If incorrect information is provided the Customer will be charged for corrections to the Service including standard Cancellation and Relocation Fees. If an incorrect phone (service) number is provided, resulting in installation or conversion of the incorrect telephone line, the process cannot be reversed.

23.2.2. The Customer is responsible for fulfilling any contractual commitments associated with any services supplied over the copper pair that is used for installation of the NBN Service, whether those services are supplied by OntheNet or another service provider.

23.2.3. It is the Customer's responsibility to monitor data usage in alignment with the selected plan in order to avoid Shaping or excess data charges.

23.2.4. The Customer must ensure that any NBN Equipment is not covered in any way that prevents air circulating around it.

- 23.2.5. The Customer is responsible for any loss or damage caused to the NBN network or equipment, excluding any loss or damage caused by nbn co or OntheNet.
  - 23.2.6. If installed, the Customer is responsible for safely maintaining, replacing and recycling the battery within the Power Supply Unit at their own cost and in accordance with instructions available on the NBN website or the NBN user guide.
  - 23.2.7. If installed, the Customer is responsible for any Central Splitter at the Customer premises.
  - 23.2.8. If the Customer has a monitored service at the premises (eg. a security or medical alarm), it is the Customers responsibility to check that the monitored service will be compatible with the NBN Service and is working following installation of the Service. OntheNet is not liable for any loss suffered as a result of a monitored service failing to work for any reason.
- 23.3. Availability of Service
- 23.3.1. The Service is only available at premises which can be physically connected to OntheNet's network via the NBN Fixed Line or Fixed Wireless networks.
  - 23.3.2. All Orders are subject to a Service Qualification. Provisional checks to confirm the premises can support the Service are carried out, but this does not guarantee that the Service can be successfully installed.
  - 23.3.3. Where the premises can be physically connected to OntheNet's network, for technical and commercial reasons OntheNet may choose not to supply the Service to the Customer.
- 23.4. Delivery of Service / Provisioning
- 23.4.1. OntheNet shall provide the Customer with Service Details, including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.
  - 23.4.2. Provisioning Timeframe
    - 23.4.2.1. The provisioning process begins upon receipt of a completed Order Form, prepayment of any required fees and confirmation that the premises is serviceable.
    - 23.4.2.2. OntheNet does not guarantee any provisioning timeframe.
    - 23.4.2.3. OntheNet is not responsible for provisioning delays due to any third party dependencies or any other circumstances beyond its control.
  - 23.4.3. Installation of the Service
    - 23.4.3.1. The Service will be delivered to the Network Boundary Point at the Customer premises.
      - a. If delivered via the NBN Fibre, Fixed Wireless or HFC network the Network Boundary Point is the UNI-D Ethernet port on the NBN Connection Box.
      - b. If delivered via the NBN FTTB network the Network Boundary Point is the customer side of the MDF.
      - c. If delivered via the NBN FTTN or FTTC network the Network Boundary Point is first telephony socket within the Customer premises, unless the premise has an MDF, in which case the Network Boundary point is the customer side of the MDF.
    - 23.4.3.2. Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility as is the provision of a suitable wall outlet and 240V AC power outlet/s. The Customer may incur charges for any installation, repair or any other work required in relation to any cabling or CPE required beyond the Network Boundary Point.

- 23.4.3.3. If not already completed at the premises, nbn co will undertake the necessary installation activity.
- a. The installation will be performed during normal business hours and the Customer, or their nominated site contact, may need to be present to provide access for the NBN installer. The installation may take place over more than one day, which may not be consecutive days.
  - b. If the Customer needs to reschedule the installation appointment, they must give OntheNet two (2) business days notice. Fees may apply for missed appointments.
  - c. OntheNet may reschedule an installation appointment with the Customer. OntheNet will endeavour to provide as much notice as possible when rescheduling an appointment.
  - d. OntheNet cannot guarantee that an installation appointment time will be met and there may be some circumstances where the appointment cannot go ahead at the scheduled time or date.
  - e. OntheNet is not liable for any cost, damage or loss suffered by the Customer because the appointment did not occur at the scheduled time or date.
  - f. The Customer understands that in performing the work required to complete the installation:
    - i. Temporary outages or interruptions to existing services at the premises may be caused;
    - ii. In the case of FTTC based Services, any services supplied over the same copper pair will be permanently disconnected, the telephone number (if applicable) will be permanently lost and all devices, other than the NBN Connection Box, must be physically unplugged from internal wiring and remain unplugged (eg. telephone handsets, modems and alarm diallers);
    - iii. In the case of FTTB and FTTN based Services, any copper based non-voiceband services, or special services, supplied over the same copper pair will be permanently disconnected; and
    - iv. OntheNet is not liable for any cost, damage or loss suffered by the Customer due to disconnection, outages or interruptions during or as a result of installation of the Service.
  - g. The installation will be a standard installation or a non-standard installation.
    - i. A standard installation assumes that the installation can be completed in normal business hours, that access to the premises, or any common property, is available and requires only a single NBN Connection Box to be installed (if applicable). In certain circumstances, additional work may need to be undertaken to complete an installation such as difficult access within a building or additional cable lengths to a preferred location. When these situations arise a non-standard installation will be required subject to available time and materials.



- ii. If during installation OntheNet, nbn co and/or its contractors find that the premises needs, or the Customer requests, a non-standard installation, nbn co and/or its contractor will provide the Customer with a quote for the additional work and will only perform the non-standard installation if the Customer accepts the quote. The non-standard installation charges will be billed to the Customer by OntheNet and are payable immediately. If the Customer does not agree to the quote, does not agree to a standard installation, or a standard installation is not possible, the installation will not proceed and the order will be withdrawn by OntheNet.
        - h. During installation the Customer is responsible for specifying preferences with the NBN installer.
        - i. Following installation, the Customer will need to connect the NBN Connection Box (if not already connected) and/or CPE.
- 23.4.4. Central Splitter Installation (FTTB and FTTN only)
  - 23.4.4.1. If the Customer requires installation of a Central Splitter charges will apply.
  - 23.4.4.2. The Customer understands that upon installation of a Central Splitter, title and risk is immediately passed to the Customer and the Customer must use reasonable endeavours to transfer title to the owner of common property or the premises where the Central Splitter is installed.
  - 23.4.4.3. OntheNet and nbn co are not responsible for maintenance and/or repair of a Central Splitter.
- 23.5. Transfers
  - 23.5.1. Transfers are the process for changing NBN Internet Service Provider.
  - 23.5.2. NBN Transfers to OntheNet are only applicable for active NBN Services supplied by a participating Internet Service Provider.
  - 23.5.3. Transfers are not available when changing address.
  - 23.5.4. Cancelling an NBN Service with another Internet Service Provider before an NBN Transfer Order has been processed by OntheNet will cause a failed Transfer and a new Order will be required.
  - 23.5.5. Transfer may result in downtime of the NBN Service during the Transfer process. OntheNet is unable to provide exact timing for the completion of the Transfer.
  - 23.5.6. Transfer from a voice service to a broadband only service will cancel the voice service and may put any associated telephone numbers into quarantine.
  - 23.5.7. Where a third party is involved in a Transfer process and failure on the part of the third party occurs, OntheNet is not liable for any delays or loss incurred as a result of the delay.
  - 23.5.8. Performing a Transfer does not release the Customer from any contractual obligations, e.g. Cancellation Fees, with their previous NBN Internet Service Provider.
- 23.6. Site and Equipment Requirements
  - 23.6.1. Access to Customer premises and consent requirements
    - 23.6.1.1. The Customer agrees to provide safe and timely access to the Customer premises and reasonable assistance to enable nbn co, OntheNet and/or its contractors to:
      - a. Provide the Service;

- b. Deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the NBN network, including any NBN Equipment, or any other item that is licensed, owned or controlled by nbn co or, where lawful, any third party network whether or not in relation to the supply of the Service;
        - c. For as long as the Customer owns, controls or occupies the premises; and
        - d. For as long as the Service is provided to the Customer and for a reasonable period thereafter as reasonably requested by OntheNet, nbn co and/or its contractors.
  - 23.6.1.2. The Customer is responsible for obtaining consent for nbn co, OntheNet and/or its contractors to access the Customer premises. This includes all relevant consent to:
    - a. Enter the Customer premises to connect the NBN Connection Box;
    - b. Make physical modifications to the premises in order to connect or remove the Service, and/or any NBN Equipment.
    - c. Undertake any cabling, drilling, or equipment installation to take place as part of providing the Customer with the Service; and
    - d. Deliver, install, connect, inspect, modify, change, replace, reinstate, maintain, repair, or retrieve the NBN Equipment.
  - 23.6.1.3. If the Customer does not own the premises the Customer is obliged to obtain written consent from the owner of the premises (including but not limited to any body corporate of a flat or apartment building) for the activities described in clause [24.6.1](#). This consent must be signed and dated and provided to OntheNet, nbn co and/or its contractors on request.
  - 23.6.1.4. The Customer understands where an aerial fibre cable is required and will cross a neighbour's property to reach the Customer premises:
    - a. Consent needs to be obtained from the owner of the neighbour's property;
    - b. nbn co and/or its contractors will organise to obtain the consent needed and in the event the neighbour's consent cannot be obtained, nbn co will attempt to find alternative means of connecting the Service, whenever possible; and
    - c. The process of identifying the owner of the neighbour's property and obtaining their consent may take time and delay the final activation of the Service.
  - 23.6.1.5. The Customer agrees to, upon request, promptly arrange any further written consent reasonably required for the activities described in clause [24.6.1](#).
- 23.6.2. Environment at Customer Sites
- 23.6.2.1. The Customer must:
    - a. Provide a suitable environment at the Customer premises (to nbn co and OntheNet's reasonable satisfaction) for the proper installation and operation of any NBN Equipment;
    - b. Provide all other equipment, including but not limited to routers, cabling beyond the Network Boundary Point, etc; and

- c. Ensure that a suitable wall outlet and power supply is available at all times (to nbn co and OntheNet's reasonable satisfaction) to enable the proper operation of any NBN Equipment located or installed at the Customer premises.

### 23.6.3. NBN Equipment

23.6.3.1. If the Service is delivered via the NBN Fibre network nbn co will supply:

- a. NBN Utility Box;
- b. NBN Connection Box;
- c. External cabling from the street network to the NBN Utility Box and internal cabling up to the NBN Connection Box; and
- d. Power Supply Unit; or
- e. If the Service was ordered before 9th October 2014, a Power Supply Unit with Battery Backup and the first battery.

This equipment remains the property of nbn co.

23.6.3.2. If the Service is delivered via the NBN Fixed Wireless network nbn co will supply:

- a. Outdoor antenna;
- b. NBN Connection Box; and
- c. Cabling from the outdoor antenna to the NBN Connection Box.

This equipment remains the property of nbn co.

23.6.3.3. If the Service is delivered via the NBN HFC network nbn co will supply:

- a. NBN Utility Box;
- b. HFC Premises Amplifier if required;
- c. Splitter if required;
- d. NBN Connection Box; and
- e. Internal tie-cable/s from NBN Utility Box to NBN Connection Box.

This equipment remains the property of nbn co.

23.6.3.4. If the Service is delivered via the NBN FTTC network nbn co will supply:

- a. NBN Utility Box;
- b. External cabling from the street network to the NBN Utility Box; and
- c. NBN Connection Box;

This equipment remains the property of nbn co.

23.6.3.5. NBN Connection Box

- a. The NBN Connection Box is supplied by nbn co and is installed by an NBN installer or the Customer.
- b. The NBN Connection Box does not have an Uninterruptible Power Supply (UPS). In the event of a power failure, the Customer will not be able to use the Service.
- c. If the Service is delivered via the NBN Fibre network the NBN Connection Box is powered by the Power Supply Unit. Both the Power Supply Unit and the CPE must always be connected to mains power supply.

- d. If the Service is delivered via the NBN FTTC, HFC or Fixed Wireless or network the NBN Connection Box is powered by the premises mains power supply. The NBN Connection Box and CPE must always be connected to mains power supply.
- e. The NBN Connection Box for an FTTC based Service provides a reverse power feed to other equipment in the NBN network.

23.6.3.6. Battery Backup (only applicable to Fibre Services ordered before 9th October 2014)

- a. The Battery Backup is supplied and installed by an NBN installer.
- b. The Battery Backup is not an Uninterruptable Power Supply (UPS).
- c. The Battery Backup provides up to four hours of backup power to the ports activated on the NBN Connection Box.
- d. During a power outage the Battery Backup will not provide power to any device connected to the NBN Connection Box that requires mains power (e.g. Ethernet router, computer, cordless telephones).
- e. The first battery is provided free of charge. When the battery requires replacing the Customer is responsible for replacing the battery at their cost.

23.6.3.7. The Customer is responsible for the NBN Equipment, and:

- a. Must not do anything with the NBN Equipment which may be contrary to nbn co's rights of ownership;
- b. Must not part with possession of, nor create any security interest of any kind over, any NBN Equipment without nbn co's prior written consent;
- c. Must comply with all nbn co's and OntheNet's reasonable directions in respect of any NBN Equipment;
- d. Must not allow any NBN Equipment to be altered, repaired, serviced, moved or removed other than by personnel approved by OntheNet or nbn co;
- e. Is responsible for any risk of loss or damage associated with NBN Equipment located or installed on the Customer premises;
- f. Keep the NBN Equipment at the premises regardless of whether the Customer continues the Service or another service, unless otherwise instructed by nbn co or OntheNet; and
- g. Acknowledges that despite any law to the contrary or an affixation of the NBN Equipment to the Customer premises, the NBN Equipment is and remains the property of nbn co.

23.6.3.8. If the Customers fails to deal with the NBN Equipment other than as permitted by clause [24.6.3](#), the Customer may incur charges for its recovery or replacement.

## 23.7. Speed of Service

- 23.7.1. The speeds available depend on the NBN network that the premises is connected to.
- 23.7.2. The speed tier selected by the Customer is the maximum possible speed (Mbps) that is available during off-peak periods as provided by NBN Co and is not necessarily indicative of the internet data transfer/throughput speeds the Service will achieve in practice.
- 23.7.3. The Customer acknowledges that the actual data transfer/throughput speed will be unknown until the Service is installed and may be substantially lower than the quoted maximum speed for a variety of reasons. These reasons include, but are not limited to:

- 23.7.3.1. The distance between the Customer premises and the NBN node.
  - 23.7.3.2. The age and quality of lead-in cables and in-building wiring.
  - 23.7.3.3. The number of joints in lead-in cables and in-building wiring.
  - 23.7.3.4. The co-existence of voiceband and/or other non-voiceband services.
  - 23.7.3.5. The number of simultaneous users.
  - 23.7.3.6. The type of CPE and software in use and its configuration.
  - 23.7.3.7. The source/type of content being downloaded by the user.
  - 23.7.3.8. Environmental/external influences that may impact the speed and/or performance of the Service.
  - 23.7.3.9. The bandwidth profiles for all services supplied to the NBN Connection Box (by OntheNet or another provider) exceeding the throughput limit of the NBN Connection Box.
  - 23.7.3.10. The TCP/IP software settings on the Customer's computer and how the applications use TCP/IP.
  - 23.7.3.11. The capacity of the remote server the Customer is accessing.
  - 23.7.3.12. The presence of congestion at any point between the remote server and the Customer's computer.
  - 23.7.3.13. The highly variable performance of wireless networks.
- 23.7.4. If it is determined that the physical telecommunications network is not capable of providing the selected speed tier and this cannot be fixed the Customer may, within 10 business days of being notified by OntheNet, choose to:
- a. Remain on the current plan and speed tier, thereby accepting that the Service may not achieve the selected speed tier; or
  - b. Submit a Plan Change Form to change the Service to a slower speed tier, if available; or
  - c. Submit a Cancellation request to permanently disconnect the Service. In this circumstance, if the Service is cancelled prior to the Contract End Date, OntheNet will waive any applicable Cancellation Fee.
- If the Customer does not submit a Plan Change Form or a Cancellation request within 10 business days it will be assumed that the Customer has chosen option a, as outlined above.
- 23.8. Impact between the NBN Service and other services
- 23.8.1. Installation and operation of the NBN Service may cause disruption or outages to other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television.
  - 23.8.2. Installation and operation of other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television may cause outages or disruption of the NBN Service.
  - 23.8.3. It is the Customer's responsibility and cost to install CPE such as splitters and network termination devices which may be required when other services share the same lead-in and/or internal cabling.
- 23.9. Withdrawal of an Order
- 23.9.1. The Customer may withdraw an Order within 24 hours of submitting the Order Form without penalty otherwise cancellation fees in line with costs incurred by OntheNet may apply. Orders can only be withdrawn prior to the Start Date of the Service.

- 23.10. Contract Term / Cancellation of the Service
  - 23.10.1. A Contract Term applies to all Services.
  - 23.10.2. The Contract Term commences from the Start Date of the Service, as advised by OntheNet.
  - 23.10.3. The Customer does not have any contractual relationship with nbn co.
  - 23.10.4. For Personal plans:
    - 23.10.4.1. The minimum Contract Term is 1 month or as outlined on the Order Form.
    - 23.10.4.2. The Customer may change between Personal plans with no change to the Contract Term.
  - 23.10.5. For Business plans:
    - 23.10.5.1. The minimum Contract Term is 24 months from the Start Date, unless otherwise specified on the Order Form.
    - 23.10.5.2. The Customer may change between Business plans with no change to the Contract Term.
  - 23.10.6. If the Customer notifies OntheNet that they wish to cancel the Service, the monthly access fee for the month in which the Cancellation occurs is not refundable. Cancellation requests must be received by OntheNet in writing five full business days before required. The Service shall be disabled at the date requested, however, it may take up to five business days for the Service to be fully cancelled.
  - 23.10.7. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee.
    - 23.10.7.1. For Personal plans the Cancellation Fee is either \$160, or, the balance of the total remaining monthly access fees for the current Contract Term, whichever is less. Any applicable Cancellation Fee is due and charged at the time of Cancellation.
    - 23.10.7.2. For Business plans the Cancellation Fee is equal to the total of the remaining monthly access fees for the current Contract Term. Any excess usage fees together with any applicable Cancellation Fee are billed at the time of Cancellation.
  - 23.10.8. The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitute a genuine estimate of OntheNet's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
  - 23.10.9. If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by OntheNet no less than five full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
  - 23.10.10. Cancellation requests must be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.
  - 23.10.11. The Customer accepts that OntheNet and/or nbn co is under no obligation to return the Customer premises to their original condition after the Service is cancelled.
- 23.11. Service Modifications
  - 23.11.1. Plan Changes
    - 23.11.1.1. All plan changes require completion and submission of a Plan Change Form.
    - 23.11.1.2. There is no cost to change from one plan to another, other than the new rate.

#### 23.11.1.3. Personal plans:

- a. Effective date of plan changes:
  - i. Plan changes occur immediately (as soon as possible), or on the next billing anniversary date, whichever is requested by the Customer on the Plan Change Form.
  - ii. If immediate change is requested, the date the plan change occurs will become the new billing anniversary date, the data allocation will be reset, and the remainder of the current month's fee will be forfeited.
  - iii. If anniversary date is requested, billing and data allocation changes will take effect from the next billing anniversary date.
- b. If a speed change is required, the change to the speed of the Service will be processed immediately (as soon as possible) taking effect within five business days.
- c. Changing the speed of a Service may result in downtime of the Service during the speed change process.
- d. OntheNet are unable to provide exact timing for the completion of the speed change.
- e. Any data consumed on the day the plan change is effected will count towards the new plan.

#### 23.11.1.4. Business plans:

- a. The change to billing and data allocation will take effect from the first of the next calendar month.
- b. If a speed change is required, the change to the speed of the Service will be processed immediately (as soon as possible) taking effect within five business days.
- c. Changing the speed of a service may result in downtime of the Service during the speed change process.
- d. OntheNet are unable to provide exact timing for the completion of the speed change.

#### 23.11.2. Battery Backup

23.11.2.1. Battery Backup cannot be added to existing Services whether or not the appropriate Power Supply Unit is already installed at the premises.

23.11.2.2. If the Service has Battery Backup, the Customer may request the permanent removal of Battery Backup.

- a. The Customer must submit a Battery Backup Removal form to OntheNet.
- b. The Customer understands that removal of Battery Backup will only result in battery alarms being disabled (eg missing or low battery warnings). The Power Supply Unit with Battery Backup will not be uninstalled.
- c. OntheNet will advise the Customer when their request has been processed at which time the Customer may remove the battery that is installed within the Power Supply Unit unless there are other NBN services at the same premises with Battery Backup (whether supplied by OntheNet or another service provider).



- d. It is the Customer's responsibility to dispose of the battery in a safe manner.

#### 23.11.3. Fibre Connect (FTTN and FTTC only)

- 23.11.3.1. The following Terms and Conditions are applicable to Fibre Connect Orders placed with OntheNet and are in addition to clauses [23.1](#) to [23.13](#).
- 23.11.3.2. A Fibre Connect Order means a request to change the Service to the NBN Fibre (FTTP) network.
- 23.11.3.3. Eligible locations are determined by nbn co. OntheNet does not guarantee that the Fibre Connect Order will be successful.
- 23.11.3.4. When ordering Fibre Connect the Customer must select a plan that meets the minimum speed tier requirement of nbn100/20.
- 23.11.3.5. If within twelve (12) months of the Fibre Connect Order being completed, the Customer requests a plan change that does not meet the minimum speed tier requirement, or Cancellation of the Service occurs for any reason including Reconnection or Relocation, a once off \$180 Fibre Connect Cancellation Fee will apply, due and payable immediately.
- 23.11.3.6. The Fibre Connect Cancellation Fee is independent of any other Cancellation Fee that may apply for Cancellation of the Service prior to the Contract End Date as outlined in clause [23.10](#).
- 23.11.3.7. The existing Contract Term (if applicable) will carry over to the new Service on completion of the Fibre Connect Order.
- 23.11.3.8. Delivery of Service / Provisioning
  - a. A Fibre Connect Order requires installation of a new Service as outlined in clause [23.4](#) and disconnection of the original Service.
  - b. OntheNet will notify the Customer in writing when provisioning of the Fibre Connect Order is complete.
  - c. Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet. If no Cancellation request is received, the original Service will be automatically cancelled twelve (12) months after completion of the Fibre Connect Order.
  - d. The Customer is responsible for obtaining suitable alternate CPE and/or re-configuration of CPE, if required.

#### 23.12. Reconnection or Relocation of the Service

- 23.12.1. Reconnection or Relocation of the Service to another address is equivalent to Cancellation and a new Service.
- 23.12.2. Reconnection or Relocation requires completion and submission of an Order Form.
- 23.12.3. A new Contract Term will apply as outlined on the Order Form.
- 23.12.4. In the case of a Relocation, both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet.
- 23.12.5. If the Service is successfully reconnected or relocated with OntheNet any applicable Cancellation Fee will be waived by OntheNet, provided the Reconnection or Relocation occurs within 30 days. Any applicable Fibre Connect Cancellation Fee is payable in full.
- 23.12.6. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.

### 23.13. Billing, Fees and Charges

- 23.13.1. Installation charges may apply and prepayment may be required prior to the Order being processed by OntheNet.
  - 23.13.1.1. If the Customer requires a non-standard installation the installation charges quoted by nbn co will apply.
  - 23.13.1.2. If the Customer premises is a new development and the Service is the first NBN connect order for that premises a charge will apply.
  - 23.13.1.3. If a new or inactive copper line is activated a charge may apply.
  - 23.13.1.4. If an additional NBN Connection Box is required a charge may apply.
- 23.13.2. OntheNet charge a monthly access fee, which includes a data allocation/s. Access fees are billed monthly in advance. The invoice date may not necessarily be the same as the billing anniversary date.
- 23.13.3. Personal plans:
  - 23.13.3.1. All and any charges are due on the invoice date and must be paid by automatic deduction from a valid credit card held on file.
  - 23.13.3.2. The monthly billing anniversary date is based on the Start Date of the Service.
- 23.13.4. Business plans:
  - 23.13.4.1. Data consumption in excess of the monthly data allocation is billed in arrears on the following month's invoice.
  - 23.13.4.2. The rate charged for excess data consumption is specified on the Order Form.
  - 23.13.4.3. The billing anniversary date is 1st monthly.

## **PRIVATE LINKS SERVICES**

### **24. Private Links**

#### 24.1. The Service

- 24.1.1. Private Links is a data connection that uses various Broadband technologies to connect multiple Sites in a Private Links Network.
- 24.1.2. The Service may be delivered using ADSL, NBN, or [BusinessFibre](#). A Private Links Service may also be provided with an OntheNet [Co-location](#) or [VStrata Virtual Private Server](#) Service.
- 24.1.3. Each Private Links Service is deemed an individual Service. A minimum of two Private Links Services are required to form a Private Links Network.
- 24.1.4. The Services within a Private Links Network can transfer data between each other with the only data transfer limit being the speed of the individual Private Links Services.
- 24.1.5. No Internet connection is provided as part of the Private Links Service. Private static IP addressing is included.
- 24.1.6. Compatible CPE is required in order to use a Private Links Service and is dependent of the technology used to deliver the Service.
- 24.1.7. All Private Links Services include [Technical Support](#) as outlined in the General Terms and Conditions.
- 24.1.8. If required, a Private Links Service can be provided with [Quality of Service \(QoS\)](#) and/or [Managed Hardware](#).
- 24.1.9. An optional Private Links Managed Firewall can be included at additional cost:
  - 24.1.9.1. The Private Links Managed Firewall provides a firewall with an Internet interface to the Private Links Network only, and is fully managed by OntheNet.
  - 24.1.9.2. A monthly data allocation is included for the Internet traffic.
    - a. The included data allocation is for use within each calendar month.
    - b. Data consumption in excess of the monthly data allocation incurs an additional cost.
    - c. The rate charged for excess data consumption is specified on the Order Form.
    - d. The billing anniversary date is 1st monthly. The data usage is reset on the monthly billing anniversary date.
    - e. Online usage statistics are available. Although updated frequently the usage statistics are not up to the minute calculations. From time to time, for technical reasons, usage statistics maybe delayed or unavailable.
  - 24.1.9.3. For assessment of requirements and the initial configuration 30 minutes of [Consultancy Services](#) is included.
  - 24.1.9.4. After the Private Links Managed Firewall Service is provisioned, OntheNet will provide full support for the purpose of fine tuning for a period of 30 days, after which, ongoing maintenance and support of the configuration continues with a limited number of configuration changes per month.
  - 24.1.9.5. The Private Link Managed Firewall Service includes Moves, Adds, Changes (MAC's) and minor configuration changes such as:
    - a. Static route changes;
    - b. NAT changes;
    - c. Access-list changes;

- d. DHCP changes;
  - e. IP addressing changes;
  - f. IPSec VPN username additions or password changes.
- 24.1.9.6. MAC's and minor configuration changes:
- a. Are limited to five per month.
  - b. Must be submitted via email, and have a target completion timeframe of next business day.
  - c. Outside the scope of the included MAC's and minor configuration changes incur standard [Consultancy Services](#) rates.
- 24.1.9.7. Reactive Monitoring 24x7 for the firewall is included.
- 24.1.9.8. Virus and spam/content filtering is not included.
- 24.1.9.9. Quality of Service (QoS) is not applied to the Private Links Managed Firewall.
- 24.2. Customer Obligations
- 24.2.1. The Customer must ensure the accuracy of the information provided for the establishment of the Service. The Service will be installed according to the information provided. If incorrect information is provided the Customer will be charged for corrections to the Service, including standard Cancellation and Relocation Fees.
  - 24.2.2. Customers are responsible for the allocation and implementation of Local Area Network IP addressing for each Site.
  - 24.2.3. Customers are responsible for the security of their own Private Links network, including the control, access and use of CPE, usernames, and passwords.
  - 24.2.4. It is the Customer's responsibility to determine any associated phone connection, rental and/or call costs (if any) to use the Service. The Customer must contact their phone provider to confirm applicable call charges from each Site location, and do so again should the Service/s be relocated.
  - 24.2.5. Private Links Managed Firewall – Customers are responsible for monitoring data consumed in alignment with the selected plan in order to avoid excess data charges.
- 24.3. Speed of Service
- 24.3.1. The actual maximum speed of any individual Private Links Service may depend on factors such as region, copper line quality and number of joints, distance to the telephone exchange or NBN node, internal building wiring, the number of simultaneous users, the type of CPE and software in use and its configuration.
  - 24.3.2. All Broadband bandwidth speeds quoted by OntheNet are maximum theoretical speeds. OntheNet does not guarantee that the maximum speeds stated will be attainable in all cases.
  - 24.3.3. The Customer acknowledges that the actual data transfer/throughput speed will be unknown until the Service is installed and may be substantially lower than the quoted maximum speed.
  - 24.3.4. OntheNet is not responsible for environmental/external influences that may impact the speed and/or performance of the Service.
  - 24.3.5. OntheNet may, at its discretion, change the maximum speed of the Service, eg. to increase the stability of the Service.
  - 24.3.6. It is the Customer's responsibility to select appropriate speeds/technology types for each individual Service to ensure optimal performance of the Private Links Network as a whole.

- 24.4. Availability of Service
  - 24.4.1. Broadband technologies have varying coverage and may not be available at all locations. Preliminary tests do not guarantee availability.
  - 24.4.2. The lack of availability of any particular speed or technology at any one Site does not entitle the Customer to cancel other Private Links Services without penalty.
- 24.5. Provisioning Timeframe / Delivery of Service
  - 24.5.1. Broadband technologies have varying provisioning timeframes.
  - 24.5.2. OntheNet is not responsible for provisioning delays due to any third party dependencies or any other circumstance beyond our control.
  - 24.5.3. OntheNet does not guarantee any provisioning timeframe.
  - 24.5.4. For some Broadband technologies, provisioning of the Service requires access to the MDF and Customer premises by OntheNet, a Third Party and/or its agents. If, after 30 days from submission of the Order Form to OntheNet, the Customer has not provided required access to the MDF or Customer premises or installed required additional in-building cabling, OntheNet reserves the right to cancel and withdraw the Order and retain any Establishment Fees for the Service.
  - 24.5.5. The Customer acknowledges that OntheNet may provide the Service using OntheNet's own facilities, the services and facilities of any Third Party, or, any combination of both OntheNet's and a Third Party's services and facilities.
  - 24.5.6. The Start Date of the Service is the date that provisioning of the Service is complete, as advised in writing by OntheNet. The Customer has ten (10) business days to dispute the Start Date of the Service, after which time it is deemed that the Customer has accepted the Service.
  - 24.5.7. Transfers from another Internet Service Provider
    - 24.5.7.1. Transfers are a process for changing the Broadband service provider and are generally faster than a new order and result is less down time.
    - 24.5.7.2. Transfers are not available for all Broadband technologies.
    - 24.5.7.3. Transfers to OntheNet are available for ADSL and NBN Services supplied by a participating Internet Service Provider.
    - 24.5.7.4. Transfers are not available when changing address or changing the telephone line on which an ADSL Service is provided.
    - 24.5.7.5. Cancelling the service with the current Internet Service Provider before the Transfer Order has been completed by OntheNet will cause a failed Transfer and a new Order will be required.
    - 24.5.7.6. Transfer may result in downtime of the ADSL or NBN Service during the Transfer process. OntheNet may be able to advise the Customer of the day the Transfer will occur however the Transfer could occur at any time during that day. OntheNet is unable to provide exact timing for the completion of the Transfer.
    - 24.5.7.7. Transfer from an NBN voice service to a broadband only service will cancel the voice service and may put any associated telephone numbers into quarantine.
    - 24.5.7.8. Where a third party is involved in a Transfer process and failure on the part of the third party occurs, OntheNet is not liable for any delays or loss incurred as a result of the delay.
    - 24.5.7.9. Performing a Transfer does not release the Customer from any contractual obligations, e.g. early Cancellation Fees, with their previous Service Provider.

24.6. Service Level Guarantee

- 24.6.1. OntheNet provide a Service Level Agreement (SLA) for individual BusinessFibre based Private Links Services. If during any one calendar month the Customer experiences total Outages greater than four hours in length, the following rebates will be provided as credit.

BusinessFibre based Private Links SLA:

Service Unavailability (Total Hours per month)	Rebate
0 – 4 hours	Nil
Greater than 4 hours but less than or equal to 6 hours	5% of the Monthly Access Fee
More than 6 hours	10% of the Monthly Access Fee

- 24.6.2. Service unavailability does not include planned Outages where OntheNet notifies, or attempts to notify, Customers in advance. The OntheNet Fault monitoring system shall be the basis for calculating Service availability.
- 24.6.3. Rebates will only be provided upon submission of a Rebate Request Form. The request should be received by OntheNet within 10 days of the end of the calendar month in which the Outage occurred. Upon receipt of the request, investigations will be undertaken. If valid, rebate will be provided in the form of a credit applied to the Customer's account. The rebate corresponds to the accumulated Service unavailability within a calendar month and can only be claimed once per month.
- 24.6.4. Notwithstanding any other provision of the Contract, the Customer will not be entitled to a rebate where OntheNet's failure to achieve the relevant Service Levels, is caused directly or indirectly by:
- 24.6.4.1. Any act or omission by the Customer or any third party;
  - 24.6.4.2. Scheduled maintenance;
  - 24.6.4.3. A force majeure event;
  - 24.6.4.4. Unscheduled maintenance in cases of emergency; or
  - 24.6.4.5. Components of the DSL Service provided using facilities outside the direct control of OntheNet.
- 24.6.5. The Customer acknowledges and agrees that the Service Rebates represent a genuine and reasonable pre-estimate of the Customer's maximum loss arising from OntheNet's failure to operate the Private Links Services in accordance with the Service Level Agreement. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with this and/or the Private Links Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.
- 24.6.6. The Customer shall obtain and maintain public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Private Links Services, including cover for business interruption.

- 24.7. Limit of Liability - Private Links Managed Firewall
- 24.7.1. OntheNet makes all reasonable efforts to ensure the provided solution, which is tailored to the individual Customer's network and data access requirements, is as secure from current internet-based threats as is both reasonable and practicable, working within constraints of network access required or imposed by the Customer.
  - 24.7.2. At the conclusion of provisioning, whilst OntheNet continue to manage the Firewall, other elements on the network under the Customer's control may pose security risks. OntheNet therefore is not liable for security incidents or compromises on the Customer network.
  - 24.7.3. The Customer understands and agrees that OntheNet shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:
    - 24.7.3.1. The use of the inability to use the service by the Customer;
    - 24.7.3.2. Ineffective or incomplete implementation of firewall policy;
    - 24.7.3.3. Unauthorised access to or alteration of the firewall;
    - 24.7.3.4. New threat mechanisms that allow unauthorised individuals to compromise the firewall.
- 24.8. Contract Term / Cancellation of the Service
- 24.8.1. Each Private Link Service is deemed an individual Service, with an individual Contract Term.
  - 24.8.2. The minimum Contract Term is 12 months unless stated otherwise on the Order Form.
  - 24.8.3. Cancellation of any individual Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly access fees, due and payable by the Customer upon Cancellation.
  - 24.8.4. The Customer acknowledges that the Cancellation Fee as calculated in accordance with the Private Links Terms and Conditions constitute a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
  - 24.8.5. OntheNet requires 30 days written notice for Cancellation of Private Links Services. The monthly access fee for the month in which the Cancellation occurs is applicable. Any applicable Cancellation Fee will be charged, and is due immediately.
  - 24.8.6. To cancel a Service at the end of the current billing period, the Cancellation request must be received in writing by OntheNet no less than 30 days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
  - 24.8.7. Where applicable, the Customer is responsible, at their cost, for return of the OntheNet Network Termination Unit (NTU) upon Cancellation of the Service. If the NTU is not returned to OntheNet within ten (10) business days following Cancellation of the Service, an invoice will be issued to the Customer for the value of the NTU, payable in seven (7) days.
- 24.9. Plan Changes/Private Link Network Changes
- 24.9.1. A Plan Change is required to change the maximum speed of the Service.
  - 24.9.2. A change to the speed of the Service may not be available due to technical limitations. Depending on the technology used to deliver the Private Links Service a new Service and then Cancellation of the original service may be required.
  - 24.9.3. Where a speed change is required the Customer must complete and submit the appropriate Plan Change or Modification Form.
    - 24.9.3.1. A once off fee may apply.
    - 24.9.3.2. The timeframe to change the speed of the Service is dependent on the technology used to deliver the Service. It can take approximately five business days to change the speed of an ADSL based Private Links Service.



- 24.9.3.3. Billing adjustments will take effect:
  - a. From the 1st of the following month if the Service is delivered using ADSL or NBN.
  - b. From the date the speed change is completed by OntheNet if the Service is delivered using BusinessFibre.
- 24.9.3.4. A new Contract Term applies to plan/speed changes. Unless stated otherwise on the Plan Change or Modification Form the new Contract End Date will be either 12 months from the date of the change, or, the original Contract End Date, whichever is later.
- 24.9.4. Change of phone line or Relocation to another address is equivalent to Cancellation and a new Service.
- 24.9.5. To convert a Private Links Service to another OntheNet product (eg for Internet access) the Customer must complete the appropriate Plan Change or Modification form for the new product and an Establishment Fee and/or new Contract Term will apply. A conversion may not be possible in all circumstances in which case a new Order and Cancellation will be required.
- 24.9.6. Private Links Managed Firewall Plan Change
  - 24.9.6.1. The included Internet data allocation can be changed by submission of a Private Links Plan Change Form.
  - 24.9.6.2. There is no cost to change the included data allocation, other than the new monthly fee.
  - 24.9.6.3. A new Contract Term will apply. Unless stated otherwise on the Plan Change Form the new Contract End Date will be either 12 months from the date of the change, or, the original Contract End Date, whichever is later.
  - 24.9.6.4. The change to billing, data allocation and Contract Term will take effect from the 1st of the month following the request.
- 24.9.7. All other changes to speed and/or technology type are treated as a new Service and require completion and submission of a new Order Form.
- 24.9.8. Network and/or hardware configuration changes related to the Private Links network will be treated as [Consultancy Services](#).
- 24.10. Reconnection or Relocation of the Service
  - 24.10.1. Reconnection or Relocation of the Service to another address or telephone line is equivalent to Cancellation and a new Service. Depending on the technology used, a Relocation may require provisioning of new copper lines to the new Customer premises.
  - 24.10.2. Reconnection or Relocation requires completion and submission of the appropriate Order Form (depending on the technology being used to deliver the Service).
  - 24.10.3. A new Contract Term and Establishment fee will apply as outlined on the Order Form.
  - 24.10.4. In the case of a Relocation, both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet.
  - 24.10.5. Relocation of the Service to a new address does not release the Customer from an obligation to pay any applicable Cancellation Fee for the original Service, unless approved in writing by OntheNet.
  - 24.10.6. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.

#### 24.11. Billing, Fees and Charges

- 24.11.1. An Establishment Fee is applicable for all Private Links Services and is payable prior to the Order being processed by OntheNet.
- 24.11.2. OntheNet charge a fixed monthly access fee for each individual Service, payable in advance.
- 24.11.3. The billing anniversary date is 1st monthly.
- 24.11.4. Onsite Consultancy is not included but is available at an hourly rate as per [Consultancy Services](#).
- 24.11.5. Services shall be deemed to be individually installed, ready for use and chargeable from the date OntheNet provides written confirmation that provisioning of the Service is complete (known as the Start Date).
- 24.11.6. The Customer has ten (10) business days to dispute the Start Date of the Service, after which time it is deemed that the Customer has accepted the Service.
- 24.11.7. If the Service is part of a multi-Service solution and individual Services are provisioned in a staggered fashion, OntheNet will charge the Customer for each individual Service from the Start Date of each individual Service.
- 24.11.8. Charges apply from the Start Date of the Service, not necessarily when the Customer starts using the Service. Should the Start Date be disputed for any reason or a line Fault be identified, OntheNet must be informed of same in writing within 10 days of the said Start Date or no claim or billing change will be considered.
- 24.11.9. Private Links Managed Firewall:
  - 24.11.9.1. [Consultancy Services](#) charges will apply for initial assessment of Customer requirements and appropriate firewall configuration beyond the included 30 minutes, major configuration changes or MAC's in excess of the included monthly amount.
  - 24.11.9.2. Data consumption in excess of the included monthly allocation is charged in arrears on the following month's invoice.
  - 24.11.9.3. The rate charged for excess data consumption is specified on the Order Form.

#### 24.12. Withdrawal of Service –BusinessFibre based Private Links Services.

- 24.12.1. Under Universal Service Obligation regulations, if the Customer requires additional voice Services and there are no longer any copper lines available to the Customer premises, OntheNet may be required to withdraw the Service, if the Service when installed used the last available copper lines to the Customer premises. The withdrawal will be undertaken to allow the provision of these additional voice Services.
- 24.12.2. In certain circumstances, network modernisation may occur outside the control of OntheNet, which may require the Cancellation of the Service. It is envisaged that three months notice will be given in these circumstances.
- 24.12.3. In either of these above two situations, both parties will be relieved from the Contract without penalty.

#### 24.13. ADSL based Private Links

The following Terms and Conditions are applicable to Private Links Services that are delivered using ADSL and are in addition to sections 26.1-26.11.

- 24.13.1. The fixed telephone line nominated must be DSL compatible and able to be used or operated with a DSL Service, and adequate DSL capacity must be available.

#### 24.13.2. Impact between ADSL and other services

24.13.2.1. The installation and operation of an ADSL based Private Links Service may cause disruption to other services on that telephone line, e.g. alarm system, monitoring service, PABX system, Pay Television.

24.13.2.2. Other services that utilise the same telephone line, e.g. alarm system, monitoring service, PABX system, Pay Television, may cause disruption to the ADSL Private Links Service.

24.13.2.3. The provider of any other service which shares the telephone line should be notified by the Customer that an ADSL Service is also utilised.

24.13.2.4. It is the Customer's responsibility and cost to install CPE such as central splitters and network termination devices which may be required when other services share the ADSL telephone line.

24.13.2.5. If the Service is provisioned on an inappropriate telephone line, it is the Customer's responsibility and cost to Order the Service on another telephone line.

24.13.3. Changes to the telephone service which an ADSL based Private Links Service shares may result in automatic Cancellation of the Private Links Service. These changes to the telephone service include, but are not limited to:

24.13.3.1. Relocation of the telephone Service to a new address

24.13.3.2. Change of Lessee of the telephone service

24.13.3.3. Cancellation/suspension of the telephone service

24.13.3.4. Installation of another service on the telephone line which is incompatible with the ADSL Service.

24.13.4. If the Service is automatically terminated as a result of a change to the telephone service the Customer is responsible for advising OntheNet and must submit an Order to OntheNet to reconnect or relocate the Service.

24.13.5. Cancellation fees where applicable, will apply from the date of Cancellation.

24.13.6. Transferring an existing Service to another Internet Service Provider will result in automatic Cancellation of the Service with OntheNet and does not release the Customer from any contractual obligations, e.g. Cancellation Fees.

24.13.7. Relocation to another address or telephone line is equivalent to Cancellation and a new Service.

24.13.7.1. If the Service is successfully reconnected or relocated with OntheNet any applicable Cancellation Fee will be waived by OntheNet, provided the Reconnection or Relocation occurs within 30 days.

24.13.7.2. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.

#### 24.14. NBN based Private Links

The following Terms and Conditions are applicable to Private Links Services that are delivered using the NBN Fixed Line or Fixed Wireless networks and are in addition to sections 24.1-24.11.

24.14.1. Nbn co is not providing any products or services to the Customer. The Customer does not have any contractual relationship with nbn co.

24.14.2. The Service requires power to operate and will not operate in the event of a mains power failure.

24.14.3. NBN Equipment may be required.

- 24.14.4. CPE is required to use the Service. This equipment must be obtained by the Customer (at their cost), maintained and operated by the Customer, and remains the Customer's property beyond the termination of any Service. The Customer must ensure that any CPE:
  - 24.14.4.1. Is compatible with the NBN network that the premises is connected to.
  - 24.14.4.2. Is approved for use in connection with Australian telecommunications networks;
  - 24.14.4.3. Is not used for any purpose other than the purposes for which it was approved; and
  - 24.14.4.4. Is maintained in good repair and working condition.
- 24.14.5. Customer Obligations
  - 24.14.5.1. The Customer must ensure the accuracy of the information provided for the establishment of the Service. The Service will be installed according to the information provided. If incorrect information is provided the Customer will be charged for corrections to the Service including standard Cancellation and Relocation Fees. If an incorrect phone (service) number is provided, resulting in installation or conversion of the incorrect telephone line, the process cannot be reversed.
  - 24.14.5.2. The Customer is responsible for fulfilling any contractual commitments associated with any services supplied over the copper pair that is used for installation of the Service, whether those services are supplied by OntheNet or another service provider.
  - 24.14.5.3. The Customer must ensure that any NBN Equipment is not covered in any way that prevents air circulating around it.
  - 24.14.5.4. The Customer is responsible for any loss or damage caused to the NBN network or equipment, excluding any loss or damage caused by nbn co or OntheNet.
  - 24.14.5.5. If installed, the Customer is responsible for safely maintaining, replacing and recycling the battery within the Power Supply at their own cost and in accordance with instructions available on the NBN website or the NBN user guide.
  - 24.14.5.6. If installed, the Customer is responsible for any Central Splitter at the Customer premises.
  - 24.14.5.7. If the Customer has a monitored service at the premises (eg. a security or medical alarm), it is the Customers responsibility to check that the monitored service will be compatible with the NBN Service and is working following installation of the Service. OntheNet is not liable for any loss suffered as a result of a monitored service failing to work for any reason.
- 24.14.6. Availability of Service
  - 24.14.6.1. The Service is only available at premises which can be physically connected to OntheNet's network via the NBN Fixed Line or Fixed Wireless networks.
  - 24.14.6.2. All Orders are subject to a Service Qualification. Provisional checks to confirm the premises can support the Service are carried out, but this does not guarantee that the Service can be successfully installed.
  - 24.14.6.3. Where premises can be physically connected to OntheNet's network, for technical and commercial reasons OntheNet may choose not to supply the Service to the Customer.

#### 24.14.7. Delivery of Service / Provisioning

24.14.7.1. OntheNet shall provide the Customer with the Service Details, including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.

#### 24.14.7.2. Provisioning Timeframe

- a. The provisioning process begins upon receipt of a completed Order Form and prepayment of any required fees and confirmation that the premises is serviceable.
- b. OntheNet does not guarantee any provisioning timeframe.
- c. OntheNet is not responsible for provisioning delays due to any third party dependencies or any other circumstances beyond its control.

#### 24.14.7.3. Installation of the Service

- a. The Service will be delivered to the Network Boundary Point at the Customer premises.
  - i. If delivered via the NBN Fibre, Fixed Wireless or HFC network the Network Boundary Point is the UNI-D Ethernet port on the NBN Connection Box.
  - ii. If delivered via the NBN FTTB network the Network Boundary Point is the customer side of the MDF.
  - iii. If delivered via the NBN FTTN or FTTC network the Network Boundary Point is first telephony socket within the Customer premises, unless the premise has an MDF, in which case the Network Boundary point is the customer side of the MDF.
- b. Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility as is the provision of a suitable wall outlet and 240V AC power outlet/s. The Customer may incur charges for any installation, repair or any other work required in relation to any cabling or CPE required beyond the Network Boundary Point.
- c. If not already completed at the premises, nbn co will undertake the necessary installation activity.
  - i. The installation will be performed during normal business hours and the Customer, or their nominated site contact, may need to be present to provide access for the NBN installer. The installation may take place over more than one day, which may not be consecutive days.
  - ii. If the Customer needs to reschedule the installation appointment they must give OntheNet two (2) business days notice. Fees may apply for missed appointments.
  - iii. OntheNet may reschedule an installation appointment with the Customer. OntheNet will endeavour to provide as much notice as possible when rescheduling an appointment.
  - iv. OntheNet cannot guarantee that an installation appointment time will be met and there may be some circumstances where the appointment cannot go ahead at the scheduled time or date.
  - v. OntheNet is not liable for any cost, damage or loss suffered by the Customer because the appointment did not occur at the scheduled time or date.

- vi. The Customer understands that in performing the work required to complete the installation:
  - 1. Temporary outages or interruptions to existing services at the premises may be caused;
  - 2. In the case of FTTC based Services, any services supplied over the same copper pair will be permanently disconnected, the telephone number (if applicable) will be permanently lost and all devices, other than the NBN Connection Box, must be physically unplugged from internal wiring and remain unplugged (eg. telephone handsets, modems and alarm diallers);
  - 3. In the case of FTTB and FTTN based Services, any copper based non-voiceband services, or special services, supplied over the same copper pair will be permanently disconnected; and
  - 4. OntheNet is not liable for any cost, damage or loss suffered by the Customer due to outages or interruptions during installation of the Service.
- vii. The installation will be a standard installation or a non-standard installation.
  - 1. A standard installation assumes that the installation can be completed in normal business hours, that access to the premises, or any common property, is available and requires only a single NBN Connection Box is to be installed. In certain circumstances, additional work may need to be undertaken to complete an installation such as difficult access within a building or additional cable lengths to a preferred location. When these situations arise a non-standard installation will be required subject to available time and materials.
  - 2. If during installation OntheNet, nbn co and/or its contractors find that the premises needs, or the Customer requests, a non-standard installation, nbn co and/or its contractor will provide the Customer with a quote for the additional work and will only perform the non-standard installation if the Customer accepts the quote. The non-standard installation charges will be billed to the Customer by OntheNet and are payable immediately. If the Customer does not agree to the quote, does not agree to a standard installation, or a standard installation is not possible, the installation will not proceed and the order will be withdrawn by OntheNet.
- viii. During installation the Customer is responsible for specifying preferences with the NBN installer.

#### 24.14.7.4. Central Splitter Installation (FTTB and FTTN only)

- a. If the Customer requires installation of a Central Splitter charges will apply.
- b. The Customer understands that upon installation of a Central Splitter, title and risk is immediately passed to the Customer and the Customer must use reasonable endeavours to transfer title to the owner of common property or the premises where the Central Splitter is installed.
- c. OntheNet and nbn co are not responsible for maintenance and/or repair of a Central Splitter.

## 24.14.8. Site and Equipment Requirements

### 24.14.8.1. Access to Customer premises and consent requirements

- a. The Customer agrees to provide safe and timely access to the Customer premises and reasonable assistance to enable nbn co, OntheNet and/or its contractors to:
  - i. Provide the Service;
  - ii. Deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the NBN network, including any NBN Equipment, or any other item that is licensed, owned or controlled by nbn co or, where lawful, any third party network whether or not in relation to the supply of the Service;
  - iii. For as long as the Customer owns, controls or occupies the premises; and
  - iv. For as long as the Service is provided to the Customer and for a reasonable period thereafter as reasonably requested by OntheNet, nbn co and/or its contractors.
- b. The Customer is responsible for obtaining consent for nbn co, OntheNet and/or its contractors to access the Customer premises. This includes all relevant consent to:
  - i. Enter the Customer premises to connect the NBN Connection Box;
  - ii. Make physical modifications to the premises in order to connect or remove the Service, and/or any NBN equipment.
  - iii. Undertake any cabling, drilling, or equipment installation to take place as part of providing the Customer with the Service; and
  - iv. Deliver, install, connect, inspect, modify, change, replace, reinstate, maintain, repair, or retrieve the NBN Equipment.
- c. If the Customer does not own the premises the Customer is obliged to obtain written consent from the owner of the premises (including but not limited to any body corporate of a flat or apartment building) for the activities described in clause [24.14.8.1](#). This consent must be signed and dated and provided to OntheNet, nbn co and/or its contractors on request.
- d. The Customer understands where an aerial fibre cable is required and will cross a neighbour's property to reach the Customer premises:
  - i. Consent needs to be obtained from the owner of the neighbour's property;
  - ii. nbn co and/or its contractors will organise to obtain the consent needed and in the event the neighbour's consent cannot be obtained, nbn co will attempt to find alternative means of connecting the Service, whenever possible; and
  - iii. The process of identifying the owner of the neighbour's property and obtaining their consent may take time and delay the final activation of the Service.
- e. The Customer agrees to, upon request, promptly arrange any further written consent reasonably required for the activities described in clause [24.14.8.1](#).



#### 24.14.8.2. Environment at Customer Sites

- a. The Customer must:
  - i. Provide a suitable environment at the Customer premises (to nbn co and OntheNet's reasonable satisfaction) for the proper installation and operation of any NBN Equipment;
  - ii. Provide all other equipment, including but not limited to routers, cabling beyond the Network Boundary Point, etc; and
  - iii. Ensure that a suitable wall outlet and power supply is available at all times (to nbn co and OntheNet's reasonable satisfaction) to enable the proper operation of any NBN Equipment located or installed at the Customer premises.

#### 24.14.8.3. NBN Equipment

- a. If the Service is delivered via the NBN Fibre network nbn co will supply:
  - i. NBN Utility Box;
  - ii. NBN Connection Box;
  - iii. External cabling from the street network to the NBN Utility Box and internal cabling up to the NBN Connection Box; and
  - iv. Power Supply Unit; or
  - v. If the Service was ordered before 9th October 2014, a Power Supply Unit with Battery Backup and the first battery.

This equipment remains the property of nbn co.

- b. If the Service is delivered via the NBN Fixed Wireless network nbn co will supply:
  - i. Outdoor antenna;
  - ii. NBN Connection Box; and
  - iii. Cabling from the outdoor antenna to the NBN Connection Box.

This equipment remains the property of nbn co.

- c. If the Service is delivered via the NBN HFC network nbn co will supply:
  - i. NBN Utility Box;
  - ii. HFC Premises Amplifier if required;
  - iii. Splitter if required;
  - iv. NBN Connection Box; and
  - v. Internal tie-cable/s from NBN Utility Box to NBN Connection Box.

This equipment remains the property of nbn co.

- d. If the Service is delivered via the NBN FTTC network nbn co will supply:
  - i. NBN Utility Box;
  - ii. External cabling from the street network to the NBN Utility Box; and
  - iii. NBN Connection Box;

This equipment remains the property of nbn co.

- e. NBN Connection Box
  - i. The NBN Connection Box is supplied by nbn co and installed by an NBN installer or the Customer.
  - ii. The NBN Connection Box does not have an Uninterruptible Power Supply (UPS). In the event of a power failure, the Customer will not be able to use the Service.
  - iii. If the Service is delivered via the NBN Fibre network the NBN Connection Box is powered by the Power Supply Unit. Both the Power Supply Unit and the CPE must always be connected to mains power supply.
  - iv. If the Service is delivered via the NBN FTTC, HFC or Fixed Wireless network the NBN Connection Box is powered by the premises mains power supply. The NBN Connection Box and CPE must always be connected to mains power supply.
  - v. The NBN Connection Box for an FTTC based Service provides a reverse power feed to other equipment in the NBN network.
- f. Battery Backup (only applicable to Fibre Services ordered before 9th October 2014)
  - i. The Battery Backup is supplied and installed by an NBN installer.
  - ii. The Battery Backup is not an Uninterruptible Power Supply (UPS).
  - iii. The Battery Backup provides up to four hours of backup power to the ports activated on the NBN Connection Box.
  - iv. During a power outage the Battery Backup will not provide power to any device connected to the NBN Connection Box that requires mains power (e.g. Ethernet router, computer, cordless telephones).
  - v. The first battery is provided free of charge. When the battery requires replacing the Customer is responsible for replacing the battery at their cost.
- g. The Customer is responsible for the NBN Equipment, and:
  - i. Must not do anything with the NBN Equipment which may be contrary to nbn co's rights of ownership;
  - ii. Must not part with possession of, nor create any security interest of any kind over, any NBN Equipment without nbn co's prior written consent;
  - iii. Must comply with all nbn co's and OntheNet's reasonable directions in respect of any NBN Equipment;
  - iv. Must not allow any NBN Equipment to be altered, repaired, serviced, moved or removed other than by personnel approved by OntheNet or nbn co;
  - v. Is responsible for any risk of loss or damage associated with NBN Equipment located or installed on the Customer premises;
  - vi. Keep the NBN Equipment at the premises regardless of whether the Customer continues the Service or another service, unless otherwise instructed by nbn co or OntheNet; and
  - vii. Acknowledges that despite any law to the contrary or an affixation of the NBN Equipment to the Customer premises, the NBN Equipment is and remains the property of nbn co.

- h. If the Customer fails to deal with the NBN Equipment other than as permitted by clause [24.14.8.3](#), the Customer may incur charges for its recovery or replacement.

#### 24.14.9. Speed of Service

- 24.14.9.1. The speeds available depend on the NBN network that the premises is connected to.
- 24.14.9.2. The speed tier selected by the Customer is the maximum possible speed (Mbps) as provided by NBN Co and is not necessarily indicative of the internet data transfer/throughput speeds the Service will achieve in practice.
- 24.14.9.3. The Customer acknowledges that the actual data transfer speeds may be substantially lower than the theoretical speeds for a variety of reasons. These reasons include, but are not limited to:
  - a. The distance between the Customer premises and the NBN node.
  - b. The age and quality of lead-in cables and in-building wiring.
  - c. The number of joints in lead-in cables and in-building wiring.
  - d. The co-existence of voiceband and/or other non-voiceband services.
  - e. The number of simultaneous users.
  - f. The type of CPE and software in use and its configuration.
  - g. The source/type of content being downloaded by the user.
  - h. Environmental/external influences that may impact the speed and/or performance of the Service.
  - i. The bandwidth profiles for all services supplied to the NBN Connection Box (by OntheNet or another provider) exceeding the throughput limit of the NBN Connection Box.
  - j. The TCP/IP software settings on the Customer's computer and how the applications use TCP/IP.
  - k. The capacity of the remote server the Customer is accessing.
  - l. The presence of congestion at any point between the remote server and the Customer's computer.
  - m. The highly variable performance of wireless networks.
- 24.14.9.4. If it is determined that the physical telecommunications network is not capable of providing the selected speed tier and this cannot be fixed the Customer may, within 10 business days of being notified by OntheNet, choose to:
  - a. Remain on the current plan and speed tier, thereby accepting that the Service may not achieve the selected speed tier; or
  - b. Submit a Plan Change Form to change the Service to a slower speed tier, if available; or
  - c. Submit a Cancellation request to permanently disconnect the Service. In this circumstance, if the Service is cancelled prior to the Contract End Date, OntheNet will waive any applicable Cancellation Fee.

If the Customer does not submit a Plan Change Form or a Cancellation request within 10 business days it will be assumed that the Customer has chosen option a, as outlined above.

- 24.14.10. Impact between the NBN Service and other services
  - 24.14.10.1. Installation and operation of the NBN Service may cause disruption or outages to other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television.
  - 24.14.10.2. Installation and operation of other services at the premises, e.g. telephone, alarm system, monitoring service, PABX system, Pay Television may cause outages or disruption of the NBN Service.
  - 24.14.10.3. It is the Customer's responsibility and cost to install CPE such as splitters and network termination devices which may be required when other services share the same lead-in and/or internal cabling.
- 24.14.11. Withdrawal of an Order
  - 24.14.11.1. The Customer may withdraw an Order within 24 hours of submitting the Order Form without penalty otherwise cancellation fees in line with costs incurred by OntheNet may apply. Orders can only be withdrawn prior to the Start Date of the Service.
- 24.14.12. Cancellation of the Service
  - 24.14.12.1. The Customer accepts that OntheNet and/or nbn co is under no obligation to return the Customer premises to their original condition after the Service is cancelled.
- 24.14.13. Relocation of the Service
  - 24.14.13.1. Relocation to another address is equivalent to Cancellation and a new Service.
  - 24.14.13.2. If the Service is successfully reconnected or relocated with OntheNet any applicable Cancellation Fee will be waived by OntheNet, provided the Reconnection or Relocation occurs within 30 days. Any applicable Fibre Connect Cancellation Fee is payable in full.
  - 24.14.13.3. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.
- 24.14.14. Service Modifications
  - 24.14.14.1. Battery Backup
    - a. Battery Backup cannot be added to existing OntheNet NBN Services whether or not the appropriate Power Supply Unit is already installed at the premises.
    - b. If the Service has Battery Backup, the Customer may request the permanent removal of Battery Backup.
      - i. The Customer must submit a Battery Backup Removal form to OntheNet.
      - ii. The Customer understands that removal of Battery Backup will only result in battery alarms being disabled (eg missing or low battery warnings). The Power Supply Unit with Battery Backup will not be uninstalled.
      - iii. OntheNet will advise the Customer when their request has been processed at which time the Customer may remove the battery that is installed within the Power Supply Unit unless there are other NBN services at the same premises with Battery Backup (whether supplied by OntheNet or another service provider).

- iv. It is the Customer's responsibility to dispose of the battery in a safe manner.

#### 24.14.14.2. Fibre Connect (FTTN and FTTC only)

- a. The following Terms and Conditions are applicable to Fibre Connect Orders placed with OntheNet and are in addition to clauses [24.14](#) to [25.14.15](#).
- b. A Fibre Connect Order means a request to change the Service to the NBN Fibre (FTTP) network.
- c. Eligible locations are determined by nbn co. OntheNet does not guarantee that the Fibre Connect Order will be successful.
- d. When ordering Fibre Connect the Customer must select a plan that meets the minimum speed tier requirement of nbn100/20.
- e. When ordering Fibre Connect the Customer must select a plan that meets the minimum speed tier requirement:
- f. If within twelve (12) months of the Fibre Connect Order being completed, the Customer requests a plan change that does not meet the minimum speed tier requirement, or Cancellation of the Service occurs for any reason including Reconnection or Relocation, a once off \$180 Fibre Connect Cancellation Fee will apply, due and payable immediately.
- g. The Fibre Connect Cancellation Fee is independent of any other Cancellation Fee that may apply for Cancellation of the Service prior to the Contract End Date as outlined in clause [24.8](#).
- h. The existing Contract Term (if applicable) will carry over to the new Service on completion of the Fibre Connect Order.
- i. Delivery of Service / Provisioning
  - i. A Fibre Connect Order requires installation of a new Service as outlined in clause [24.14.7.3](#) and disconnection of the original Service.
  - ii. OntheNet will notify the Customer in writing when provisioning of the Fibre Connect Order is complete.
  - iii. Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet. If no Cancellation request is received the original Service will be automatically cancelled twelve (12) months after completion of the Fibre Connect Order.
  - iv. The Customer is responsible for obtaining suitable alternate CPE and/or re-configuration of CPE, if required.

#### 24.14.15. Billing, Fees and Charges

- 24.14.15.1. In addition to any Establishment Fee, other installation charges may apply and prepayment may be required prior to the Order being processed by OntheNet.
  - a. If the Customer requires a non-standard installation the installation charges quoted by nbn co will apply.
  - b. If the Customer premises is a new development site and the Service is the first NBN connect order for that premises a charge will apply.
  - c. If a new or inactive copper line is activated a charge may apply.
  - d. If an additional NBN Connection Box is required a charge may apply.

## **HOSTING SERVICES**

### **25. Domain and Web Hosting**

#### 25.1. The Services

##### 25.1.1. Domain Name Registration/Renewal/Re-delegation

- 25.1.1.1. Registration/Renewal – Ownership and continuation of ownership of a Domain Name.
- 25.1.1.2. Re-delegation – The transfer/Name Server configuration change of a Domain Name.
- 25.1.1.3. OntheNet acts as an Agent on behalf of the Customer when registering, renewing or re-delegating Domain Names. Upon submission of an Order Form the Customer accepts and agrees to the Terms and Conditions of the relevant Registrar. OntheNet will supply these in full upon request.
- 25.1.1.4. Domain Name Registration/Renewal fees are payable in advance and submission will not be processed without full payment of fees.
- 25.1.1.5. Domain Name Registration/Renewal fees are non-refundable.
- 25.1.1.6. OntheNet do not offer Registration/Renewal of all Domain Name types.
- 25.1.1.7. OntheNet is not responsible for the renewal of Domain Names. OntheNet will attempt to notify Customers of renewals prior to the expiry date.

##### 25.1.2. Hosting Services

- 25.1.2.1. Email Hosting – Enabling a domain name to have an internet presence through email addresses.
- 25.1.2.2. Website hosting – Enabling a domain name to have an internet presence through a website address visible worldwide (www).
- 25.1.2.3. All Hosting Services include [Technical Support](#) as outlined in the General Terms and Conditions.
- 25.1.2.4. It is at OntheNet's absolute discretion what hardware and software is used to provide the described Services.
- 25.1.2.5. No shell or remote desktop access will be provided on any hosting Service for security purposes.
- 25.1.2.6. Domain Name Hosting with MX Forwarding
  - a. OntheNet will configure and host a domain name on the Customer's behalf.
  - b. The Customer must have own mail server. No email storage or mailboxes are included.
  - c. OntheNet will act as a secondary MX upon written request from the Customer. In the event of the primary MX being unavailable, OntheNet will attempt delivery by resending each email periodically for up to five days.
  - d. OntheNet are not responsible for configuration and/or maintenance of the Customer's mail server.
- 25.1.2.7. Domain Name Hosting with 2 Distribution Lists
  - a. OntheNet will configure and host a domain name on the Customer's behalf.

- b. The Service includes two Distribution Lists/aliases. No email storage or mailboxes are included.
- 25.1.2.8. Domain Name Hosting with www forwarding
  - a. OntheNet will configure and host a domain name on the Customer's behalf.
  - b. The domain name will be pointed to an existing website advised by the Customer.
  - c. Where the website to which the domain name is being forwarded is not hosted by OntheNet, it is the Customer's responsibility to ensure the website is configured correctly to receive the forwarding.
- 25.1.2.9. Domain Name Hosting with Virus and Spam Filtering, plus MX Forwarding
  - a. OntheNet will configure and host a Domain Name on the Customer's behalf, including provision of [Virus Filtering, Grey Listing and Spam Tagging](#) as outlined in the General Terms and Conditions.
  - b. The Customer must have own mail server. No email storage or mailboxes are included.
  - c. The Customer's domain name must be hosted by OntheNet. If the domain is registered with another provider, it must be re-delegated to OntheNet.
  - d. OntheNet acts as a secondary MX by default. In the event of the primary MX being unavailable, OntheNet will attempt delivery by resending each email periodically for up to five days.
  - e. OntheNet are not responsible for configuration and/or maintenance of the Customer's mail server.
- 25.1.2.10. Domain Name Hosting with OntheNet BusinessMail
  - a. OntheNet offer a Domain Name Hosting Service including email access (BusinessMail).
  - b. The OntheNet BusinessMail Service allows email access via POP, IMAP or WEB protocols. There is a storage quota which can be shared between a number of mailboxes and folders. The Customer (via Administrator Login) can manage the distribution of this quota. The storage quota can be increased by purchasing additional storage/mailboxes. Upon a mailbox reaching quota limits, the user will receive notification via an "over quota" email and any further mail will be bounced to the sender.
  - c. OntheNet may limit the size of email messages transiting the BusinessMail mail server to 50Mb.
  - d. OntheNet limit the number of recipients per email message to 200.
  - e. OntheNet will configure and host a Domain Name on the Customer's behalf, including provision of [Virus Filtering, Grey Listing and Spam Tagging](#) as outlined in the General Terms and Conditions.
  - f. The User provided with the Administrator Login is responsible for:
    - i. Advising other users of the ability to view all mailbox contents;
    - ii. Advising other users of the ability to add, modify and/or delete mailboxes;
    - iii. Addressing privacy rights, obligations and concerns.



- 25.1.2.11. Web Hosting
- a. OntheNet's web hosting Services are on shared servers.
  - b. Microsoft or Unix based Web Hosting is available.
  - c. Web Hosting Services include a specified web storage space. Additional web storage is available as per the Order Form. Unix Web Hosting includes access to cPanel.
  - d. OntheNet may limit data transfer in line with our Acceptable Use Policy.
  - e. Multiple domain names may be forwarded to any one website, but not to specific pages within that website.
  - f. Additional web addresses forwarded to a primary website will not function if the primary website becomes inactive for any reason.
- 25.1.2.12. Microsoft SQL Server Database Hosting and MySQL Database Hosting
- a. Database hosting on a Microsoft SQL Database Server or a MySQL Database Server for database driven websites.
  - b. Microsoft SQL and MySQL database server hosting is only available for use with any website hosting or bundled hosting product.
  - c. The database size will be limited to a quota for the Transaction Log File and the Data File.
  - d. OntheNet allow direct connections to the database server via a Static IP only.
  - e. OntheNet reserves the right to remove direct connections to the database server.
- 25.1.2.13. Secure Certificates
- a. Only available with OntheNet web hosting.
  - b. Secures websites/servers for e-commerce with encryption and authentication.
  - c. Once the secure certificate has been enabled by OntheNet, it is the Customer's responsibility to reference the relevant web pages to the certificate.
  - d. RapidSSL Secure Certificates
    - i. The Customer authorises OntheNet to enter into an agreement with the Certification Authority on their behalf.
    - ii. The Customer understands and agrees to comply with all terms and conditions of the Certification Authority (GeoTrust/RapidSSL), including the Subscriber Agreement and Certification Practices Statement (CPS) available in the repository at [www.geotrust.com](http://www.geotrust.com).
    - iii. The applicable fees are payable in advance and are non-refundable.
    - iv. Certificate applications and renewals will not be processed without full payment of the applicable fees.
    - v. OntheNet is not responsible for the renewal of the secure certificate. OntheNet will attempt to notify Customers of renewals prior to the expiry date.

- vi. The Customer must ensure that the details used to register the certificate match the “Who-is Lookup”.
    - e. Customer Supplied and Custom Secure Certificates
      - i. The Customer must supply their own secure certificate.
      - ii. The Customer must ensure that the details used to register the certificate match the “Who-is Lookup”.
      - iii. OntheNet is not responsible for the renewal of the secure certificate.
      - iv. [Consultancy Services](#) fees may apply.
- 25.2. Domain Name & Hosting Authority
  - 25.2.1. For re-delegations, the supply of Registry Key and/or Username and Password is required as authorisation to make any changes to a registered Domain Name.
  - 25.2.2. For general administration of the domain and related hosting Services, an email from that domain, a request on business letterhead or from the Authorised Representative or their Agent is required as authorisation.
  - 25.2.3. In the event of a dispute over use and/or ownership of a Domain Name, the Registrar of the Domain Name is deemed the absolute authority unless legal documentation stating otherwise is provided.
- 25.3. Customer Obligations
  - 25.3.1. The Customer agrees that OntheNet is in no way responsible for support for editing or configuring of scripts, web pages, FTP transfer of files, problems that are the responsibility of the Customer’s ISP, or anything else that is not server specific related.
  - 25.3.2. Customers need to provide OntheNet with registry keys or similar passwords enabling OntheNet to manage the Customer’s domain name.
  - 25.3.3. Customers are responsible for maintaining a backup and storing an off-site copy of the website and/or database content, structure and information.
  - 25.3.4. Customers are responsible for uploading their website/s to OntheNet’s servers.
  - 25.3.5. The Customer is responsible for maintaining the secrecy and confidentiality of the cPanel username and password (where applicable) and any other username and password assigned to the Customer and/or any nominated Authorised Representatives.
  - 25.3.6. Where the Service includes access to cPanel, the Customer is responsible for any and all activities or outcomes that occur in connection with any person accessing cPanel using the assigned username and password.
  - 25.3.7. Customers must comply with all relevant ICANN, auDA or Registry requirements and policies as set out by the relevant authority.
  - 25.3.8. The Customer is responsible for ensuring that the “Who-is” details for the Domain Name are correct.
  - 25.3.9. Customers and OntheNet will each use reasonable endeavours in respect of the systems that they individually control to maintain the security and stability of the Hosting Services and to prevent access to each other’s systems by unauthorised users, viruses, or any malicious use of the server. Should the Customer become aware of any threats to OntheNet or its systems, the Customer must contact OntheNet in the first instance promptly after becoming aware of the threat.
  - 25.3.10. Any requests for changes to Hosting Services must be provided in writing by the Customer.

- 25.3.11. If the Customer's use of the Service involves storage, processing or transmission of, or access to any credit card data, the Customer warrants that the tools, processes and technologies used to do so comply with the Payment Card Industry Data Security Standard (PCIDSS) which is available at <https://www.pcisecuritystandards.org>.
- 25.3.12. Indemnification
  - 25.3.12.1. The Customer acknowledges and agrees that OntheNet has no obligation to check or monitor, and is not in any way liable (whether in contract, tort (including negligence) or otherwise) in respect of, any content on a website for which OntheNet is providing Hosting Services to the Customer.
  - 25.3.12.2. The Customer agrees to defend, indemnify and hold harmless OntheNet and its employees, officers and contractors ('those indemnified') against any and all liability (whether in contract, tort (including negligence) or otherwise), loss, cost and expense (including without limitation legal costs on a solicitor client basis) suffered, incurred or payable by any of those indemnified arising out of: (i) personal injury to, or death of any person or damage to any property caused by any Services sold or otherwise distributed in connection with OntheNet's Hosting Services; (ii) any allegation that any content on a website for which OntheNet is providing Hosting Services to the Customer is defamatory, misleading or deceptive or infringes any copyright, patent rights, trade mark rights, moral rights or other intellectual property rights or any privacy rights of any person; (iii) any allegation that any product advertised or sold by the Customer on any website for which OntheNet is providing Hosting Services to the Customer is defective.
- 25.4. Availability of Service
  - 25.4.1. OntheNet do not warrant that:
    - 25.4.1.1. The Services provided will be uninterrupted or error free.
    - 25.4.1.2. The Services will be free from external intruders (hackers), virus or worm attack, or from persons having unauthorised access to the Services or systems of OntheNet.
  - 25.4.2. OntheNet will make every effort, within reason, to provide an uninterrupted hosting Service but are not responsible for any loss, cost or liability due to an unscheduled Outage.
  - 25.4.3. OntheNet must perform scheduled maintenance to servers from time to time and will perform all scheduled maintenance at times which will affect the fewest Customers.
- 25.5. Delivery of Service / Provisioning
  - 25.5.1. Domain Name Registration, Renewal or Re-delegation and Hosting Services will typically be configured and operational within two business days of receipt of completed Order Form.
  - 25.5.2. OntheNet shall provide the Customer with the Service Details including username, password and other information required to enable and use the Service. It is the Customer's responsibility to store the Service Details in a secure manner for future reference.
  - 25.5.3. OntheNet does not guarantee any provisioning timeframe.
  - 25.5.4. OntheNet are not responsible for provisioning delays due to any third party dependencies or any other circumstance beyond our control.
- 25.6. Plan Changes / Service Modifications
  - 25.6.1. A new Contract Term applies to plan changes. The new Contract End Date will be either 12 months from the Start Date of the plan change, or, the original Contract End Date, whichever is later.

- 25.7. Contract Term / Cancellation of the Service
  - 25.7.1. The minimum Contract Term for Domain and Website Hosting Services is 12 months.
  - 25.7.2. Prepaid Services are not refundable.
  - 25.7.3. Cancellations must be received in writing with five business days notice.
  - 25.7.4. OntheNet is not responsible for any stored email or web content past the Cancellation date.
  - 25.7.5. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee. The Cancellation Fee is equal to the total of the remaining monthly fees for the Contract Term. Any applicable Cancellation Fee is billed at the time of Cancellation.
- 25.8. Billing, Fees and Charges
  - 25.8.1. Billing commences from the Start Date of the Service. The Start Date is the date the Service/s are fully provisioned and operating as advised by OntheNet, not necessarily when the Customer commences using the Service.
  - 25.8.2. All monthly and annual fees for Hosting Services are billed in advance. The invoice date may not necessarily be the same as the billing anniversary date.
  - 25.8.3. Administrative tasks performed by OntheNet on behalf of the Customer may incur a fee.
  - 25.8.4. Once-off fees may apply for other services such as, but not limited to, domain transfers, transfer of registrant, licence reinstatement, change of licensee. Any applicable once-off fees will be provided POA.

## 26. Hosted Microsoft Exchange

- 26.1. The Service
  - 26.1.1. OntheNet is providing access to a hosted Microsoft Exchange server.
  - 26.1.2. Depending on the plan selected, the Service (per user) includes:
    - 26.1.2.1. Access to the account via multiple access protocols.
    - 26.1.2.2. An email mailbox with default storage quota per mailbox.
    - 26.1.2.3. Calendar, tasks, notes, contacts and other Exchange features.
  - 26.1.3. All plans include:
    - 26.1.3.1. [Virus and Spam Filtering](#).
    - 26.1.3.2. Limited Administrator access.
    - 26.1.3.3. Level 2 [Technical Support](#) as outlined in the General Terms and Conditions.
  - 26.1.4. Optional Extras are available at additional cost, including:
    - 26.1.4.1. Additional mailbox storage.
    - 26.1.4.2. Additional archive mailbox storage.
    - 26.1.4.3. Consultancy Services, such as setup or migration services.
  - 26.1.5. Administrator access is provided to a nominated mailbox for the Domain.
- 26.2. Availability of the Service
  - 26.2.1. The Customer requires a registered and hosted domain name to use the Service. OntheNet offers Domain Name Registration, re-delegation and Domain Name Hosting. Refer to [Domain and Hosting Services](#).
  - 26.2.2. Should OntheNet not host the domain name, then it is the Customer's responsibility to manage all domain name hosting configuration and support.
  - 26.2.3. OntheNet limit the size of email messages transiting the Hosted Exchange mail server.

- 26.2.4. OntheNet limit the number of recipients per email message.
- 26.2.5. OntheNet Hosted Exchange mail backups are retained for a limited period of time. Upon Customer request, OntheNet is only able to restore data per domain for the immediately preceding 14 days, and give no warranty as to completeness of data. Charges for restoration will apply.
- 26.3. Delivery of the Service/Provisioning
  - 26.3.1. Services can be provisioned with minimum of two business days' notice, upon receipt of completed Order Form and payment of any applicable Establishment Fees.
  - 26.3.2. OntheNet will provide Administrator access to the nominated Authorised Representative, for the purpose of configuring all user detail and managing the features of the Service.
  - 26.3.3. OntheNet are not responsible for provisioning delays due to any third party dependencies or any other circumstance beyond our control.
- 26.4. Customer Obligations
  - 26.4.1. When migrating from other email server and/or clients, the Customer is responsible for investigating compatibility, suitability and performing implementation.
  - 26.4.2. Should the Customer not have the relevant domain name hosted by OntheNet, then it is the Customers responsibility to ensure DNS hosting is configured as directed by OntheNet.
  - 26.4.3. The Customer is responsible for performing and maintaining appropriate backups of locally stored mail.
  - 26.4.4. The Customer is responsible for maintaining the confidentiality of the Administrator username and password (where applicable) and any other username and passwords assigned to the Customer and/or any nominated Authorised Representatives.
  - 26.4.5. The Customer is responsible for any and all outcomes that occur as a result of any person using the Administrator access.
  - 26.4.6. The Customer acknowledges and agrees that anyone who is allowed access to the Administrator mailbox by the Customer can make changes that affect billing (such as adding mailboxes or storage). It is the Customer's responsibility to monitor access to the Administrator login.
  - 26.4.7. The Customer further acknowledges that if a Technical Representative is nominated by the Customer on the Hosted Exchange Order, the Administrator login will be provided to both the Authorised Representative and the Technical Representative. Technical Representatives who access the administrator login, will be able to make changes that affect billing, but cannot request a change to the Hosted Exchange plan or cancellation of the Service.
  - 26.4.8. The Administrator is responsible for administering and managing all features for the domain/s and users, including but not limited to mailboxes, distribution lists, aliases, calendar rules, mail filtering.
  - 26.4.9. It is the Customer's responsibility to purchase any required Microsoft Outlook licences, and for the management and technical support for its users of MS Outlook. The Customer should check compatibility and suitability when upgrading the Microsoft Outlook version.
  - 26.4.10. OntheNet may, from time to time, communicate to the Customer via email and it is the Customer's responsibility to maintain a mailbox with Administrator rights and check it regularly.
- 26.5. Plan Changes / Service Modifications
  - 26.5.1. Service modifications / additions to user accounts / mailboxes / additional storage are performed by the Customer via the Administrator login.

- 26.6. Contract Term / Cancellation of the Service
  - 26.6.1. There is no minimum Contract Term for Hosted Exchange Services, however a cancellation fee of \$75 applies if the Hosted Exchange service is cancelled within 30 days of the Start Date.
  - 26.6.2. Cancellations must be received in writing with five business days notice. Cancellation requests must be submitted by an Authorised Representative. The monthly fees for the service apply when Cancellations are effected after the 15th of the month.
  - 26.6.3. At the requested cancellation date, all data stored (including, but not limited to, users, passwords, email messages, and calendar events) will be permanently deleted.
- 26.7. Billing, Fees and Charges
  - 26.7.1. A monthly fee applies for each Hosted Exchange mailbox existing on the 15th of each month.
  - 26.7.2. Additional mailbox storage and archive mailbox storage is available in set increments and incurs a monthly fee as outlined on the Order Form.
  - 26.7.3. A monthly fee applies for the total additional mailbox/archive mailbox storage (above the combined default mailbox/archive mailbox storage quotas), as at the 15th of each month.
  - 26.7.4. All Hosted Exchange services are charged monthly, in arrears.

## 27. Co-location Server Hosting

- 27.1. The Service
  - 27.1.1. OntheNet offers a Co-location Service where rack space for computer hardware is provided within one of OntheNet's Data Centres.
  - 27.1.2. Data Centre 1 (DC1) Co-location Services include, according to the plan selected on the Order Form:
    - 27.1.2.1. Rack space, in multiples of 4 Rack Units (4RU), a Half Rack (20RU) or a Full Rack (45RU);
    - 27.1.2.2. 4RU space - 10A power outlets from one power distribution board to a maximum 1A per 4RU;
    - 27.1.2.3. Half and Full Racks - One 16A power distribution board to a maximum of 2.5Kw (11A) per rack;
    - 27.1.2.4. UPS and generator backup;
    - 27.1.2.5. An Ethernet connection to the Internet with included data allocation and/or Private Links connection;
    - 27.1.2.6. IP addressing (once technically approved by OntheNet).
  - 27.1.3. Data Centre 2 (DC2) Co-location Services include, according to the plan selected on the Order Form:
    - 27.1.3.1. Half Rack (20RU) or Full Rack (48RU);
    - 27.1.3.2. Half Rack -16A power distribution boards to a maximum of 3Kw (12.5A) per Half Rack;
    - 27.1.3.3. Full Rack - 32A power distribution boards to a maximum of 6Kw (25A) per Full Rack;
    - 27.1.3.4. Dual bus N+N modular UPS and generator backup to provide redundant power;
    - 27.1.3.5. An Ethernet connection to the Internet with included data allocation and/or Private Links connection;

- 27.1.3.6. Proactive Monitoring (maximum of four Ethernet ports monitored) unless otherwise specified on the Order Form;
- 27.1.3.7. IP addressing (once technically approved by OntheNet).
- 27.1.4. Power utilisation is metered for all Half and Full Racks.
- 27.1.5. All Co-location Services include Level 2 [Technical Support](#). Half Rack space, Full Rack space and/or Premium Co-location Services include Level 3 [Technical Support](#) as outlined in the General Terms and Conditions.
- 27.1.6. Optional Premium Co-location Services:
  - 27.1.6.1. Redundant Internet:
    - a. Includes an additional Ethernet Internet connection (equivalent bandwidth to Primary Internet Link).
    - b. Data/usage on the Primary Internet Link and the Redundant Internet Link are aggregated.
  - 27.1.6.2. Redundant Private Link:
    - a. Includes an additional Ethernet Private Link connection (equivalent bandwidth to Primary Private Link).
    - b. Data/usage on the primary Private Link and the redundant Private Link are aggregated.
  - 27.1.6.3. Redundant Power (DC1):
    - a. Includes additional power outlets from a redundant power distribution board.
    - b. The power usage, adding the current draw from the two power distribution boards, must not exceed 1A per 4RU or 11A per Rack.
  - 27.1.6.4. The Customer hardware may require additional power supplies, network cards and/or configuration to make use of the redundancy features.
  - 27.1.6.5. The Premium Options include Proactive Monitoring (maximum of four Ethernet ports monitored) unless otherwise specified on the Order Form.
- 27.2. Delivery of Service / Provisioning
  - 27.2.1. Once the Establishment Fee and any other applicable costs are paid, Services can be provisioned with a minimum of two business days notice.
- 27.3. Data Centre Conditions of Entry
  - 27.3.1. OntheNet only allow physical access to the rack space in the OntheNet Data Centres to documented Authorised Co-location Representatives (ACR's).
  - 27.3.2. ACR's may allow additional parties who are authorised to undertake works on behalf of the Customer to gain access to the rack space only when accompanied by the ACR. The ACR is fully responsible for the additional parties.
  - 27.3.3. All ACR's must complete an induction prior to first time entry to a Data Centre. ACR's must ensure that any additional parties are aware of the Data Centre conditions of entry.
  - 27.3.4. All ACR's and additional parties must complete the Data Centre Log for each visit.
  - 27.3.5. ACR's and additional parties provided with access to a Data Centre agree
    - 27.3.5.1. not to interfere, alter or affect any systems or property other than the Customer's equipment they are authorised to access.
    - 27.3.5.2. not to disclose any private, confidential or privileged information that may be discovered, such as:



- a. Other hardware co-located in the Data Centres.
  - b. Systems used by OntheNet for security purposes.
- 27.3.6. The Customer is liable for any outcomes, directly or indirectly arising out of, or in connection with, any ACR's or additional parties action/s that may impact their own, OntheNet's or other Customers' equipment or services.
- 27.3.7. When accessing the Data Centres the ACR and additional parties must adhere to Health and Safety regulations.
  - 27.3.7.1. Potential dangers or risks must be reported.
    - a. If anything hazardous (such as an electrical fault, physical obstruction, cabling located in walkways on floor, other works being carried out) is noted whilst inside the Data Centre, an OntheNet representative must be notified.
  - 27.3.7.2. Emergency exits and lighting.
    - a. Any persons accessing the Data Centres must ensure they identify emergency exits and lighting.
    - b. In the case of a fire, evacuation lights will enable. The Data Centre must be evacuated immediately and an OntheNet representative notified.
  - 27.3.7.3. Suitable attire and noise protection must be worn at all times.
    - a. Open-toe shoes and loose-fitting clothing are not permitted.
    - b. The climate inside the Data Centre is set at a low temperature and it is recommended that adequate clothing be worn if inside the Data Centre for any extended period of time.
    - c. Hearing protection is provided and recommended.
  - 27.3.7.4. First Aid Kit.
    - a. A First Aid Kit is available within the Data Centres in case of injury.
    - b. Any persons accessing the Data Centre must ensure they identify location of the First Aid Kit.
- 27.3.8. No food or drink is permitted inside the Data Centres.
- 27.3.9. The ACR and additional parties must not do anything that impedes airflow or causes containment doors to remain open.
- 27.3.10. If any cables are required to be connected and/or disconnected an OntheNet representative must be present.
- 27.3.11. Shared Rack Access:
  - 27.3.11.1. Access to the shared rack is by appointment only with minimum two hours notice during OntheNet business hours. Access outside these times or immediate access may incur Emergency [Consultancy Services](#) charges.
  - 27.3.11.2. OntheNet staff member will accompany the ACR's whilst in a Data Centre. All activity in the Data Centre is recorded by security camera.
  - 27.3.11.3. Excessive Data Centre visits may incur [Consultancy Services](#) fees.
- 27.3.12. OntheNet reserves the right to refuse entry to the Data Centres.
- 27.3.13. Where a Data Centre or Building Access Pass is issued to a Co-location Customer, the first pass is issued at no cost. Replacement or additional passes may incur a fee.

#### 27.4. Customer Obligations

Customers and/or their Authorised Co-location Representatives are responsible for:

- 27.4.1. Providing rack-mountable computer hardware, Ethernet switching equipment, cage nuts and screws, 19" rack rails, power and network patch leads and other cabling as required.
- 27.4.2. Ensuring that all equipment is orientated such that air flow is directed from the front to rear of the rack, and all unused rack space must contain blanking plants. Blanking plates will be supplied by OntheNet.
- 27.4.3. Ensuring that the hardware utilised does not exceed the defined power supply, acknowledging that doing so risks power circuit shut down without notice.
- 27.4.4. Ensuring that they have legal title or legal control of the hardware co-located in the OntheNet Data Centres.
- 27.4.5. Remotely monitoring the status of their computer hardware and software.
- 27.4.6. Ensuring off-site backup of data is occurring.
  - 27.4.6.1. OntheNet can provide daily backup media swapping and in house storage, if clearly labelled media and schedule is supplied by the Customer. OntheNet takes no responsibility for successful data backup or data recovery, or transport of the media off-site.
- 27.4.7. Ensuring security measures are in place to prevent unauthorised use of the Customer hardware, operating system and applications.
- 27.4.8. Insurance of their own hardware and software located in the OntheNet Data Centres. OntheNet is not responsible for any hardware/software loss or subsequent loss directly or indirectly incurred by the Customer due to any circumstances.
- 27.4.9. Promptly advising OntheNet in writing of any changes to Authorised Co-location Representatives and/or the preferred contacts for monitoring alerts.
- 27.4.10. If the Customer's use of the Service involves storage, processing or transmission of, or access to any credit card data, the Customer warrants that the tools, processes and technologies used to do so comply with the Payment Card Industry Data Security Standard (PCIDSS) which is available at <https://www.pcisecuritystandards.org>.

#### 27.5. Contract Term / Cancellation of the Service

- 27.5.1. The minimum Contract Term is twelve (12) months. The Premium Co-location Services are optional additional Services, available for a minimum one calendar month Contract Term. The Contract Term for additional rack space is one calendar month.
- 27.5.2. The Contract Term commences from the Start Date of the Service. The Start Date is the date the first piece of Customer hardware is placed into the Data Centre. If no Customer hardware is in place within 30 days from the date of receipt of the Order, OntheNet reserves the right to commence the Contract Term and billing of the Co-location Service.
- 27.5.3. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly access fees, due and payable by the Customer upon Cancellation.
- 27.5.4. The Customer acknowledges that the Cancellation Fee as calculated in accordance with the Co-location Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
- 27.5.5. Cancellation requests must be in writing 30 days before required. The Service shall be disabled at the date requested. The monthly fee for the month in which Cancellation occurs is payable.

## 27.6. Service Modifications / Plan Changes

- 27.6.1. A new Contract Term applies to plan changes. The new Contract End Date will be either 12 months from the date of the plan change, or, the original Contract End Date, whichever is later. In the case of adding or removing additional Rack Space or Premium Options, there is no change to the Contract Term.
- 27.6.2. For plan changes, the change to billing and data allocation will take effect from the 1st of the month following receipt of the request.
- 27.6.3. Plan changes or modifications may incur a fee as outlined on the Co-location Services Order Form.

## 27.7. General Fees and Charges

- 27.7.1. An Establishment Fee is applicable for all Co-location Services.
- 27.7.2. OntheNet charge a monthly access fee, in advance, which includes Internet data allocation/s.
- 27.7.3. Charges apply from the Start Date of the Service. The Start Date is the date the first piece of Customer hardware is placed into the Data Centre. If no Customer hardware is in place within 30 days from the date of receipt of the Order, OntheNet reserves the right to commence billing of the Co-location Service.
- 27.7.4. The billing anniversary date is 1st monthly.
- 27.7.5. Internet Data Consumption:
  - 27.7.5.1. OntheNet only charges for Internet data consumed by the co-located hardware, and not for outbound data.
  - 27.7.5.2. Data consumption in excess of the monthly data allocation is billed in arrears on the following monthly invoice.
  - 27.7.5.3. The rate charged for excess data consumption is specified on the Order Form.
- 27.7.6. Power Utilisation and Charges:
  - 27.7.6.1. Power utilisation is metered for all Half Rack and Full Rack Customers.
    - a. Charges apply for average monthly usage as outlined on the Order Form.
    - b. Any applicable fees are charged in arrears on the following monthly invoice.
  - 27.7.6.2. An adjustment to the monthly metered power fee may occur annually. This adjustment will match the year on year percentage price increase for commonly available business electricity supply tariffs.
  - 27.7.6.3. If a carbon price (eg. Carbon tax, emissions trading scheme, etc) is levied on electricity users and this additional charge does not coincide with the annual metered power fee increases, OntheNet reserves the right to pass on this charge to its Customers. This carbon price adjustment will match the carbon price increase for commonly available business electricity supply tariffs.
- 27.7.7. The optional Premium Co-Location Services are billed at a flat monthly rate, in advance.
- 27.7.8. OntheNet may hold any Customer equipment in lieu of outstanding debt for this Service.

## 28. VStrata Virtual Private Servers

### 28.1. The Service

- 28.1.1. OntheNet is providing VStrata Services comprising secure, dedicated Virtual Private Servers (VPS) and related Services. A portion of physical server resources is allocated to the Customer dependent on the plan selected.
- 28.1.2. The virtual CPU is equivalent to the maximum clock speed of the underlying physical hardware dependant on the plan selected. The underlying physical hardware comprises dual hex core and dual quad core processors.
- 28.1.3. Each VStrata VPS is initially configured by OntheNet with:
  - 28.1.3.1. RAM and SAN storage as per the plan selected.
  - 28.1.3.2. Offsite backup. Backup procedures are non-intrusive. A full backup will be taken each day and will be available for a minimum of 28 days. Restoration of any backups will incur an additional cost at VConsult rates.
  - 28.1.3.3. High Availability. OntheNet will provision N+1 redundancy for the physical server environment. In the event of a hardware failure, the Customer's VStrata Services will resume on an alternate server. This feature is not included with VS-A\* plans.
  - 28.1.3.4. Default security measures. A standard Access Control List (ACL) is applied to all VStrata VPS at the internet interface only. The ACL is determined by OntheNet and may change at any time without notice at the discretion of OntheNet. All Internet VStrata VPS plans include default security measures.
- 28.1.4. Each VStrata VPS also includes the following related services, which may incur additional costs:
  - 28.1.4.1. Installation of chosen Operating System.
    - a. Some Operating Systems may require the Customer's licence.
    - b. Customer licences may only be used with OntheNet's approval.
    - c. For Microsoft Windows, the 64-bit edition Operating System and Applications are installed by default.
    - d. Full Operating System administrator / root access is provided.
  - 28.1.4.2. Microsoft Windows Updates. By default OntheNet will apply Windows Updates without notice to the Customer, during scheduled VStrata maintenance window (daily between 1:00am – 5:00am AEST).
    - a. The timing and priority of update implementation is subject to the risk of the security vulnerability as assessed by OntheNet and at the absolute discretion of OntheNet.
    - b. OntheNet will require full Administrator access to the Customer's VStrata VPS to perform Microsoft Windows Updates. The process is intrusive and may also include the requirement to reboot the Customer's VStrata VPS.
    - c. Customers may choose to opt out of Microsoft Windows Updates by notifying OntheNet in writing. In this case, the Customer assumes full responsibility for the maintenance of the Operating System.
  - 28.1.4.3. Usage statistics and bandwidth utilisation.
  - 28.1.4.4. Reactive Monitoring 24x7 (excludes Private Link only VPS) unless otherwise specified on the Order Form.

- 28.1.4.5. Network connectivity.
  - a. Private Link and/or
  - b. Internet with monthly data allocation (inbound only).
- 28.1.4.6. IP Addressing. One usable public IP address, with additional addressing available on request if technically justified and approved by OntheNet.
- 28.1.4.7. Secure Remote Access if requested by the Customer. Access to the Customer's VStrata VPS is available by means of the Cisco VPN software client. The Customer is responsible for the CPE and internet access required to operate the Cisco VPN software client and its maintenance.
  - a. OntheNet will provide one username and only allow a single user to be logged in at any one time. This Secure Remote Access is strictly for the purpose of performing VStrata VPS administrative tasks and this login may be disconnected after 30 minutes of inactivity.
  - b. Should the Customer also have an OntheNet Private Link connection (optional plan VS-PL) then Secure Remote Access is not included.
- 28.1.5. Optional Extras are available at additional cost, including:
  - 28.1.5.1. Additional Storage.
    - a. Fibre Channel (FC) storage. All FC storage is backed up offsite as per the VPS plan backup schedule.
    - b. SATA storage with offsite backup as per the VPS plan backup schedule.
    - c. SATA storage with no backup. This option is only available when growing an existing SATA drive with no backup.
    - d. Storage and drive modifications may require a reboot of the VPS.
  - 28.1.5.2. Application Licences.
    - a. There are different licence types depending on the operating system supplier, and type of use. Any special requirements or costs will be outlined on the VStrata VPS Order Form.
    - b. All Windows Application Licences must be provided by OntheNet, unless specifically approved by OntheNet.
    - c. OntheNet will install the Application to an operational level. Ongoing management of the Application is the Customer's responsibility.
    - d. The current version of the Application, at time of installation, will be provided unless otherwise requested and approved by OntheNet prior to installation.
    - e. Where the Application Licence is 'Per User', the Customer must not exceed the total number of user licences purchased.
    - f. Dedicated Microsoft SQL Server Standard or Microsoft SQL Server Web Edition must be installed on a dedicated VStrata VPS at the same time the VPS is created.
    - g. CPanel must be installed on a CentOS VStrata VPS at the same time the VPS is created.
  - 28.1.5.3. VStrata Managed Firewall.
    - a. This service provides basic stateful Access Control Lists (ACL's). This service is exclusively managed by OntheNet.

- b. Initial configuration is based on OntheNet's default ACL's. Minimal customisation is available with 30 minutes maximum configuration time and is subject to OntheNet approval.
- c. Moves, Adds, Changes (MAC's)/minor configuration changes are limited to five per month. Changes must be submitted via email and have a target completion timeframe of next business day.
- d. The Customer may select additional Firewall Options, including:
  - i. Intrusion Detection Reports. All incoming internet traffic is inspected for threats. If a threat is identified it is logged and a weekly report is emailed to the Customer.
  - ii. HTTP Load Balancing. In the case where the Customer has multiple web servers behind a firewall the Load Balancer will evenly distribute traffic across each server. Should a server become unavailable it will be automatically removed from the pool of servers.

#### 28.1.5.4. VStrata Consultancy Services (VConsult).

- a. VConsult is only for scheduled consultancy during OntheNet business hours. It includes, but is not limited to VPS application installation assistance, migration assistance, backup restoration and customised windows updates.
- b. Backup restoration.
  - i. OntheNet will restore the Customer's VStrata VPS upon request to the backup date/point chosen by the Customer. OntheNet is responsible for the backup and restoration procedure and the data integrity of the backup, but not for the content backed up.
- c. Customised Windows Updates.
  - i. OntheNet will download and install Windows Updates to a separate test environment, which will be a duplicate image of the Customer's VStrata VPS. The Customer will have a limited time period in which to evaluate before authorising OntheNet to deploy the Windows Update to the Customer's live/production VStrata VPS. Use of the test environment is for the sole purpose of evaluating Windows Updates. Access to the test environment is via the Secure Remote Access and does not include any other connectivity.
- d. Migration Assistance.
  - i. Where migration assistance to VStrata is required by the Customer, five business days notice must be provided by the Customer to ensure availability of OntheNet resources. The Customer must provide OntheNet with all relevant information required for the migration. A scope of works, migration timeframe and cost will be established and agreed upon prior to commencement of the migration.
- e. All Consultancy rates are specified in OntheNet [Consultancy Services](#).

## 28.2. Delivery of Service/Provisioning

- 28.2.1. Services can be provisioned with a minimum of two business days notice, upon receipt of completed Order Form and payment of applicable Establishment Fees.

- 28.2.2. OntheNet will provide a clean operating system environment by default as a part of the initial configuration and provisioning of the Service. Any additional or customised requirements will incur [Consultancy Services](#) fees and the timeframe for completion will be dependent upon the scope of the works.
  - 28.2.3. OntheNet shall provide Service Details including usernames, passwords and other information required to use the Service. It is the Customer's responsibility to ensure the Service Details are stored in a secure manner.
  - 28.2.4. OntheNet will establish full Administrator access to the operating system of the Customer's VStrata VPS when provisioning the Service. Should the Customer remove or change OntheNet's Administrator privileges, OntheNet reserves the right to disable the VStrata VPS Service.
  - 28.2.5. OntheNet will install "VMWare Tools" software on the VStrata VPS as part of the provisioning process. In order to maintain backup integrity and other functionality, this software must not be interfered with or removed. Should the Customer remove or change the "VMWare Tools" software in any way standard functions may not occur as normal and OntheNet reserves the right to disable the VStrata VPS Service.
- 28.3. Customer Obligations
- 28.3.1. The Customer is responsible for running correctly configured and up to date anti-virus software.
  - 28.3.2. Beyond the default security measures included in the Service, the Customer is responsible for managing and ensuring the security and integrity of their own VStrata VPS. The Customer acknowledges that OntheNet does not warrant that the Services will be free from external intruders (hackers), virus or worm attack, or from persons having unauthorised access to the Services or systems of OntheNet.
  - 28.3.3. The Customer must comply with all reasonable directions issued by OntheNet in relation to use of the Service.
  - 28.3.4. The Customer is responsible for the maintenance and management of any Services and/or processes and/or applications running on the Customer's VStrata VPS.
  - 28.3.5. Beyond the offsite backup features included in the Service, the Customer is responsible for implementing and managing any additional backup requirements.
  - 28.3.6. If the Customer's use of the Service involves storage, processing or transmission of, or access to any credit card data, the Customer warrants that the tools, processes and technologies used to do so comply with the Payment Card Industry Data Security Standard (PCIDSS) which is available at <https://www.pcisecuritystandards.org>.
  - 28.3.7. The Customer is responsible for adhering to any and all licensing requirements for any software installed by the Customer or OntheNet. Where a Microsoft licence has been ordered by the Customer, the Customer accepts and agrees to Microsoft's End User Licence Terms.
  - 28.3.8. The Customer is solely liable for any outcomes arising out of or in connection with any person accessing the VStrata VPanel using the assigned username and password.



28.4. Service Level Agreement (SLA)

- 28.4.1. OntheNet provide a Service Level Agreement for all VStrata Virtual Private Servers that include High Availability. If during any one calendar month the Customer experiences total Outages greater than two hours in length the following rebates will apply:

Service Unavailability (total hours per month)	Rebate
Greater than 2 hours but less or equal to 4 hours	30% of Monthly Access Fee
More than 4 hours	60% of Monthly Access Fee

- 28.4.2. The SLA covers the physical hardware, software and internet connectivity that OntheNet utilises to deliver the Service. The SLA does not cover any services and/or processes and/or applications running on the Customer's VStrata VPS.
- 28.4.3. Service unavailability does not include planned Outages where OntheNet notifies, or attempts to notify, Customers in advance. The OntheNet Fault monitoring system shall be the basis for calculating Service availability.
- 28.4.4. Rebates will only be provided upon submission of a Rebate Request Form. The request must be received by OntheNet within 10 days of the end of the calendar month in which the Outage occurred. Upon receipt of the request, investigations will be undertaken. If valid, rebate will be provided in the form of a credit applied to the Customer's account. The rebate corresponds to the accumulated Service unavailability within a calendar month and can only be claimed once per month.
- 28.4.5. Notwithstanding any other provision of the Service Level Agreement, the Customer will not be entitled to a rebate where OntheNet's failure to achieve the relevant Service Levels, is caused directly or indirectly by:
- 28.4.5.1. Any act or omission by the Customer or any third party;
  - 28.4.5.2. Scheduled maintenance during the VStrata maintenance window (daily between 1:00am – 5:00am AEST);
  - 28.4.5.3. A force majeure event;
  - 28.4.5.4. Unscheduled maintenance in cases of emergency; or
  - 28.4.5.5. Components of the VStrata VPS Service provided using facilities outside the direct control of OntheNet.
- 28.4.6. OntheNet accepts no responsibility beyond the Service Level Agreement rebates above for any loss incurred, or implied, due to an Outage and/or loss of data and/or loss of integrity of data and/or non supply.

28.5. Technical Support

- 28.5.1. All VStrata VPS Services include OntheNet Level 2 [Technical Support](#) as outlined in the General Terms and Conditions and the Service Details.

28.6. Indemnification

- 28.6.1. The Customer acknowledges and agrees that OntheNet has no obligation to check or monitor, and is not in any way liable (whether in contract, tort (including negligence) or otherwise) in respect of, any content on any Customer VStrata VPS, which OntheNet is providing to the Customer.

- 28.6.2. The Customer agrees to defend, indemnify and hold harmless OntheNet and its employees, officers and contractors ('those indemnified') against any and all liability (whether in contract, tort (including negligence) or otherwise), loss, cost and expense (including without limitation legal costs on a solicitor client basis) suffered, incurred or payable by any of those indemnified arising out of: (i) personal injury to, or death of any person or damage to any property caused by any services sold or otherwise distributed in connection with OntheNet's VStrata VPS Services; (ii) any allegation that any content on a Customer VStrata VPS which OntheNet is providing to the Customer is defamatory, misleading or deceptive or infringes any copyright, patent rights, trade mark rights, moral rights or other intellectual property rights or any privacy rights of any person; (iii) any allegation that any product advertised or sold by the Customer on any Customer VStrata VPS for which OntheNet is providing to the Customer is defective.
- 28.7. Contract Term / Cancellation of the Service
- 28.7.1. The minimum Contract Term for the VStrata VPS is 12 months from the Start Date unless otherwise specified on the Order Form.
- 28.7.2. Related VStrata Services and Optional Extras have a minimum one month Contract Term.
- 28.7.3. Cancellation of the VStrata VPS prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly access fees, due and payable by the Customer upon Cancellation. The prepaid monthly fee for the month in which Cancellation occurs is not refundable. Any excess usage fees together with any applicable Cancellation Fee are billed at the time of Cancellation.
- 28.7.4. Cancellation of Related Services and/or Optional Extras does not incur any a Cancellation fee. The monthly access fee for the month in which the Cancellation occurs is not refundable.
- 28.7.5. The Customer acknowledges that any applicable Cancellation Fee as calculated constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
- 28.7.6. The Customer must notify OntheNet of the Cancellation date in writing, with five full business days notice required. If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by OntheNet no less than five full business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's fee will apply.
- 28.7.7. Cancellation requests must be submitted in writing by an Authorised Representative and must include the Customer's VStrata Service identifier and required Cancellation date. Should this information not be received in full the Cancellation is not able to be actioned.
- 28.7.8. The Service shall be disabled on the date requested, with no further Customer and/or user access. The Customer's VStrata VPS will then be deleted, with the exception of backups which will be retained for the duration of one full backup schedule only.
- 28.8. Service Modifications/Plan Changes
- 28.8.1. Plan changes or modification requests must be submitted in writing via a VStrata Modifications and Additions Form.
- 28.8.2. A new contract term applies to changes to the VStrata VPS plan. The new contract end date will be either 12 months from the date of the plan change, or, the original contract end date, whichever is later. Changes to the VPS will be completed within two business days. The new VStrata VPS plan will be billed from the date the change is affected.
- 28.8.3. When adding/modifying related VStrata VPS Services, Application Licences and/or Optional Extras, billing will occur from the date the change is affected (with the exception of changes to the monthly Internet data allocation). The minimum Contract Term is one full calendar month, plus any pro rata period, if applicable.

- 28.8.4. For changes to the Internet monthly data allocation, there is no cost to change from one internet data plan to another, except for the new monthly fee. The change to billing and data allocation will take effect from the 1st of the next calendar month.
  - 28.8.5. For all other plan changes or modification requests, billing will reflect a pro-rata period between the date of the plan change and the end of the month, to bring the account in line with the billing anniversary date of 1st monthly.
  - 28.8.6. Plan changes or modifications may incur a fee as outlined on the VStrata Modifications and Additions Form.
- 28.9. Fees and Charges
- 28.9.1. An Establishment Fee is applicable for all VStrata VPS Services and the VStrata Managed Firewall Service.
  - 28.9.2. An Establishment Fee is applicable for some Application Licences and Optional Extras, as outlined on the VStrata VPS Order Form and Modifications/Additions Form.
  - 28.9.3. All VStrata Services are charged monthly, in advance.
  - 28.9.4. The billing anniversary date is 1st monthly.
  - 28.9.5. Internet data consumption in excess of the monthly data allocation is billed in arrears on the following months invoice. The rate for excess data is specified on the Order Form.
  - 28.9.6. Pricing of VStrata Operating System and Application Licences is subject to change at any time. Where a price change occurs, the Customer will be provided with 30 days written notice.
  - 28.9.7. OntheNet reserves the right to charge a fee for performing functions on behalf of the Customer that are able to be completed by the Customer via the VStrata VPanel.

## **ETHERNET SERVICES**

### **29. BusinessFibre**

- 29.1. BusinessFibre was previously known as Premium Ethernet.
- 29.2. The Service
  - 29.2.1. OntheNet is providing data access Services via Ethernet technology to a specified address.
  - 29.2.2. The Service includes:
    - 29.2.2.1. Ethernet Layer 2, Internet or Private Links connection.
    - 29.2.2.2. A range of bandwidth options depending on the delivery method.
    - 29.2.2.3. A monthly data allocation (if an Internet plan).
    - 29.2.2.4. Level 3 Technical Support as outlined in the General Terms and Conditions.
    - 29.2.2.5. Proactive Monitoring 24x7 unless otherwise specified on the Order Form.
    - 29.2.2.6. Service Level Agreement (SLA).
    - 29.2.2.7. Additional technical features as outlined in the BusinessFibre Service Specifications.
  - 29.2.3. OntheNet will provide and maintain the required Network Termination Unit (NTU). The NTU is the device that an OntheNet-supplied Ethernet circuit terminates on at the Customer premises.
  - 29.2.4. OntheNet will provide full Fault management of the circuit and NTU.
  - 29.2.5. CPE (a router) may be required beyond the NTU at the Customer's expense.
- 29.3. Availability of the Service
  - 29.3.1. Availability and obtainable bandwidth of the Service is dependant on the infrastructure, Customer requirements and location of the Customer site.
  - 29.3.2. The Service is delivered as Ethernet over optical fibre or copper cable, depending on infrastructure, Customer requirements and location of the Customer premises/site.
  - 29.3.3. A Site Survey may be carried out by OntheNet to determine the most suitable delivery method for the Service.
- 29.4. Delivery of Service/Provisioning
  - 29.4.1. OntheNet will specify an estimated provisioning timeframe on the BusinessFibre Order Form or Customised Agreement document.
  - 29.4.2. The Service provisioning timeframe will commence upon receipt of full payment of any required establishment fees.
  - 29.4.3. OntheNet is not responsible for any provisioning delays due to any Third-Party dependencies or any other circumstances beyond its control.
  - 29.4.4. OntheNet does not guarantee any provisioning timeframe.
  - 29.4.5. The Customer acknowledges that OntheNet may provide the Service using OntheNet's own facilities, the services and facilities of any Third-Party Provider, or, any combination of both OntheNet's and a Third Party Provider's services and facilities.
  - 29.4.6. The routing of the Service is at OntheNet's discretion. OntheNet may consider, but is not obliged to accept, any request by the Customer for special routing or diversity arrangement for the Service.
  - 29.4.7. The Start Date of the Service is the date that provisioning of the Service is complete, as advised in writing by OntheNet.

- 29.4.8. The Customer has two (2) business days to dispute the Start Date of the Service, after which time it is deemed that the Customer has accepted the Service.
- 29.5. Customer Responsibilities
- 29.5.1. The Customer is responsible for providing accurate address details for the Service, such as building number, floor, room, rack, etc. Any costs associated with incorrect service address details will be payable by the Customer.
- 29.5.2. Cabling beyond the Network Boundary Point to the location where the Customer intends to use the Service is at the Customers cost and responsibility as is the provision of a suitable 240V AC power outlet/s. The Customer may incur charges for any installation, repair or any other work required in relation to any cabling or CPE required beyond the Network Boundary Point.
- 29.6. Site Requirements and NTU
- 29.6.1. Access to Customer Sites
- 29.6.1.1. The Customer must provide access to the Customer Site/s and reasonable assistance as OntheNet may require, to enable OntheNet and/or its contractors to:
- a. Provide the Services;
  - b. In respect of any OntheNet equipment, deliver, install, change, repair, replace, modify, maintain or retrieve the OntheNet equipment (as applicable).
- 29.6.2. Environment at Customer Sites
- 29.6.2.1. The Customer must:
- a. Provide a suitable environment (to OntheNet's reasonable satisfaction) at the Customer Sites for the proper installation and operation of any OntheNet equipment; and
  - b. Provide all other equipment, including but not limited to, rack space, routers, cabling, etc.
  - c. Ensure that a suitable power supply (to OntheNet's reasonable satisfaction) is available at all times to enable the proper operation of any OntheNet's equipment located or installed on the Customer premises.
- 29.6.3. Network Termination Unit (NTU)
- 29.6.3.1. The Customer is responsible for any NTU or associated equipment provided as part of the BusinessFibre Service by OntheNet or a Third Party Provider, and:
- a. Must not do anything with the OntheNet equipment which may be contrary to OntheNet's rights of ownership;
  - b. Must not part with possession of, nor create any security interest of any kind over, any OntheNet equipment without OntheNet's prior written consent;
  - c. Must comply with all OntheNet's reasonable directions in respect of any OntheNet equipment;
  - d. Must not allow any OntheNet equipment to be altered, repaired, serviced or moved other than by personnel approved by OntheNet;
  - e. Is responsible for any risk of loss or damage associated with OntheNet equipment located or installed on any Customer Sites; and

- f. Acknowledges that despite any law to the contrary or an affixation of the OntheNet equipment to the Customer Sites, the OntheNet equipment is and remains the property of OntheNet.

29.7. Service Level Agreement (SLA)

29.7.1. All BusinessFibre Services include a SLA as outlined below.

Fault Restoration Targets:	Faults in relation to an individual Service such as anomalies in transmission performance and general technical issues and/or enquiries.	8 hours
	Force Majeure events beyond the reasonable control of OntheNet (or another party) including the cutting or disconnection of the fibre optic cable.	Force Majeure conditions apply and OntheNet will use "best efforts" to restore.
Service Rebates: Percentage of the Monthly Fee credited for the individual Service to which the Service Outage (during any one calendar month).	0 – 4 hours	Nil
	4 – 6 hours	5%
	Over 6 hours	10%

29.7.2. The target restoration timeframes exclude reasonable travel times to regional Sites (non-CBD).

29.7.3. OntheNet is not liable for, and the Customer is not entitled to any rebate where:

29.7.3.1. The delay or failure results directly or indirectly from:

- a. A force majeure event;
- b. A planned Outage period (scheduled maintenance);
- c. A Fault of any kind in the Customer's, a Third Party Supplier's or a third party's facilities, networks or systems.

29.7.3.2. The Customer is not up to date with any payments due to OntheNet.

29.7.4. OntheNet accepts no responsibility beyond the Service Level Agreement rebates above for any loss incurred, or implied, due to Outages or non supply.

29.8. Maintenance / Planned Outage periods:

29.8.1. OntheNet will give reasonable notice, and will use best efforts to provide the Customer at least 7 days notice of any planned Outage periods and the length of any such periods.

29.8.2. The Customer acknowledges and agrees that the Service Rebates represent a genuine and reasonable pre-estimate of the Customer's maximum loss arising from OntheNet's failure to operate the BusinessFibre Services in accordance with the Service Level Agreement. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with this Agreement and/or the BusinessFibre Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.

29.8.3. The Customer shall obtain and maintain public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the BusinessFibre Services, including cover for business interruption.

## 29.9. Billing, Fees and Charges

- 29.9.1. An Establishment Fee is applicable for all BusinessFibre Services. The Establishment Fee is provided by quotation.
- 29.9.2. A build cost may be applicable to deliver the service to the desired termination point.
- 29.9.3. Establishment fees and/or build costs are payable immediately. Failure to pay these fees may result in provisioning delays and/or order withdrawal.
- 29.9.4. Onsite Consultancy is not included but is available at an hourly rate as per Consultancy Services.
- 29.9.5. OntheNet charges a Monthly Fee payable in advance.
- 29.9.6. Invoices will be calculated on a calendar month basis. The first Invoice will reflect the pro-rata period between the Start Date and end of month, to bring the account in line with the common billing anniversary date of 1st monthly.
- 29.9.7. The Customer agrees to pay for all Services within the terms of trade as specified on the Invoice.
- 29.9.8. Services shall be deemed to be individually installed, ready for use and chargeable from the date OntheNet delivers written confirmation that each Service has been tested and operational (known as "the Start Date").
- 29.9.9. If the Service is part of a multi-Service solution and individual Services are provisioned in a staggered fashion, OntheNet will Invoice the Customer for the individual Services from the Start Date of each individual Service.
- 29.9.10. Should payment for Services not be received within 15 days of the standard trading terms, OntheNet reserve the right to charge a late payment fee of 2.5% of the balance due outside of the standard trading terms at that time.

## 29.10. Order Withdrawal

- 29.10.1. Order withdrawal means a cancellation request made during the provisioning process before the Service Start Date.
- 29.10.2. If the order is withdrawn for any reason, before the Service Start Date, a cancellation fee may be issued. The amount of this fee depends on the stage of your order at the time it is cancelled.
- 29.10.3. When the customer informs OntheNet of order withdrawal, the withdrawal fees are calculated by the third party.
- 29.10.4. The Customer acknowledges that the withdrawal fees are calculated in accordance with the BusinessFibre Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Service Start Date.
- 29.10.5. Order Withdrawal requests should be submitted in writing by an Authorised Representative and must include the Service address and the required Cancellation date.

## 29.11. Contract Term / Cancellation of the Service

- 29.11.1. The Contract Term for the Service is stated on the BusinessFibre Order Form or in the Customised Agreement document.
- 29.11.2. Should the Customer terminate the Service/s for any reason prior to the end of the Contract Term and after the Start Date of the service, a Cancellation Fee equal to the total remaining Monthly Fees and any outstanding Fees are due and payable by the Customer upon Cancellation.
- 29.11.3. The Customer acknowledges that the Cancellation Fee is calculated in accordance with the BusinessFibre Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.



- 29.11.4. If the Customer notifies OntheNet of Service Cancellation, the prepaid monthly access fee for the month in which the Cancellation occurs is not refundable. The Cancellation request must be received by OntheNet in writing thirty (30) full business days before required.
- 29.11.5. To cancel a Service at the end of the current billing period, the Cancellation request must be received in writing by OntheNet no less than 30 business days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 29.11.6. Cancellation requests should be submitted in writing by an Authorised Representative and must include the username, Service address and the required Cancellation date.
- 29.11.7. OntheNet may immediately terminate this Agreement by notice in writing to the Customer, without OntheNet having any liability to the Customer, if:
  - 29.11.7.1. The Customer breaches this Agreement and in OntheNet's opinion the breach cannot be remedied, or, can be remedied but is not remedied by the Customer within 5 business days (or any other reasonable period specified by OntheNet) after the date OntheNet notifies the Customer requiring it to be remedied; or
  - 29.11.7.2. A Customer insolvency event occurs; or
  - 29.11.7.3. Where the Customer is a partnership, the partnership is dissolved or an application is made for its dissolution; or
  - 29.11.7.4. OntheNet provides, or intends to provide, the Service/s to the Customer using the Services and/or facilities of a Third Party Supplier, and:
    - a. The Third Party Supplier varies the Terms and Conditions up on which it provides its Services to OntheNet, or is incapable of providing its Services to OntheNet;
    - b. The Third Party Supplier affects OntheNet's ability to provide the Services to the Customer.
- 29.11.8. Should OntheNet terminate the BusinessFibre Service/s for any of the reasons listed above or for non-payment, prior to the end of the Contract Term, a Cancellation Fee equal to the total remaining Monthly Fees is due and payable by the Customer upon Cancellation.
- 29.11.9. If a Force Majeure Event continues to prevent the provision of the Services for a period of more than three (3) months, either party may terminate this Agreement, or part thereof, by giving 10 business days notice to the other, without liability.
- 29.11.10. The Customer is responsible, at their cost, for return of the OntheNet NTU at the conclusion/or termination of the Contract Term. If the NTU is not returned to OntheNet within 10 business days following Cancellation of the Service, an Invoice will be issued to the Customer for the value of the NTU, payable in 7 days.
- 29.12. Service Suspension
  - 29.12.1. OntheNet may suspend the provision of Services without OntheNet having liability to the Customer as outlined in the General Terms and Conditions.
- 29.13. Service Modifications
  - 29.13.1. Any Service modifications must be submitted by written request to OntheNet.
  - 29.13.2. The technical availability and applicable fee for any Service modification is provided by quotation and may result in an Establishment Fee and/or a new Contract Term.
  - 29.13.3. The timeframe for completion of service modifications will be provided on the quotation.
- 29.14. Relocation of the Service
  - 29.14.1. Relocation of the Service to another address is equivalent to Cancellation and a new Service.

- 29.14.2. Relocation requires completion and submission of an Order Form.
- 29.14.3. A new Contract Term and Build Costs for the new Service will apply as outlined on the Order Form.
- 29.14.4. Both Services remain active and chargeable until such time as a Cancellation request for the original Service is received by OntheNet.
- 29.14.5. Any applicable Cancellation Fee for the original Service is payable in full and billed at the time of Cancellation.
- 29.14.6. Relocation of the Service to a new address does not release the Customer from an obligation to pay any applicable Cancellation Fee for the original Service, unless approved in writing by OntheNet.
- 29.14.7. If the Service is not reconnected or relocated with OntheNet for any reason, including but not limited to, OntheNet being unable to deliver a Service at a new location, any applicable Cancellation Fee is payable in full.

## **VOICE SERVICES**

### **30. Personal Prepaid VoIP**

- 30.1. The Service
  - 30.1.1. OntheNet is providing a prepaid Voice over IP (VoIP) Service which allows the Customer to make phone calls via a broadband Internet connection.
  - 30.1.2. All OntheNet Personal Prepaid VoIP Services include:
    - 30.1.2.1. A maximum of two SIP trunks (referred to hereafter as lines);
    - 30.1.2.2. A maximum of two simultaneous outbound calls per line;
    - 30.1.2.3. A maximum of one Direct In-Dial (DID) number (optional);
    - 30.1.2.4. Online OntheNet Toolbox access for viewing and administering the VoIP Service;
    - 30.1.2.5. Level 1 [Technical Support](#).
  - 30.1.3. Call waiting, incoming caller ID, call hold/resume and voicemail are not included. The CPE used may provide these additional capabilities.
  - 30.1.4. The Service does not include Priority Assistance Service for life threatening medical conditions.
  - 30.1.5. Calls cannot be made to 1900 numbers.
  - 30.1.6. Any calls made that exceed two (2) hours shall be automatically terminated without notice or warning.
  - 30.1.7. The Service is offered on a prepaid basis only with automated top up by credit card.
  - 30.1.8. The Service is intended for use by residential customers.
- 30.2. Customer Service Guarantee (CSG) Waiver
  - 30.2.1. OntheNet propose that the Customer waive their protection and rights in full as described on the Order Form and the OntheNet website [www.onthenet.com.au/csg-waiver](http://www.onthenet.com.au/csg-waiver)
  - 30.2.2. The Customer is not obliged to waive their protection and rights however OntheNet may choose not to supply the Service if the Customer does not agree to waive their protection and rights in full.
  - 30.2.3. By waiving their protection and rights the Customer agrees that they are not able to make a claim to OntheNet for compensation where the standards have not been met.
- 30.3. Delivery of the Service / Provisioning
  - 30.3.1. Upon receipt of a completed Order Form, Services can be provisioned within two business days.
  - 30.3.2. OntheNet shall provide Service Details including usernames, passwords and other information required to use the Service. It is the Customer's responsibility to ensure the Service Details are stored in a secure manner.
- 30.4. Customer Obligations
  - 30.4.1. The Service requires a functional broadband Internet connection.
  - 30.4.2. Compatible hardware (CPE) is required to use the Service.
  - 30.4.3. The Customer is required to keep the service address updated via the OntheNet Toolbox.
  - 30.4.4. It is the Customer's responsibility to regularly check and monitor usage and expenditure via the online OntheNet Toolbox.

- 30.5. Direct In-Dial (DID) number
  - 30.5.1. The Customer can only have one Direct In-Dial (DID) number per VoIP Service.
  - 30.5.2. The Customer acknowledges that:
    - 30.5.2.1. They have no ownership of the DID number.
    - 30.5.2.2. Cancellation of the Service for any reason will result in immediate loss of the DID number unless ported away from OntheNet by the Customer, prior to cancellation.
    - 30.5.2.3. They may not be able to port the DID number away from OntheNet if the gaining provider does not support Out of Area Numbers, or if the gaining provider does not support number portability with OntheNet.
  - 30.5.3. The Customer is able to choose the geographical area/region for their DID at the time of ordering however OntheNet may not be able to provide DIDs for all Australian geographical regions.
  - 30.5.4. If the Customer requests an Out of Area Number the Customer acknowledges that:
    - 30.5.4.1. Calls made to or from a DID number that is Out of Area may be charged as if the Customer is located in the area/region identified by the DID number and not the area/region the Customer is actually located in.
    - 30.5.4.2. Porting the DID number to another service provider in the future may not be possible.
  - 30.5.5. Any request to change the DID number must be submitted in writing by the Customer and shall incur a once off fee.
- 30.6. Availability of the Service
  - 30.6.1. The Customer understands that access to, and quality of, the Service can be affected by factors, including, but not limited to:
    - 30.6.1.1. Shaping of the Customer's broadband connection
    - 30.6.1.2. Excessive simultaneous usage of the Customer's broadband connection
    - 30.6.1.3. The speed and quality of the Customer's broadband connection
    - 30.6.1.4. Power failure, or the Customer's broadband connection not functioning for any reason
    - 30.6.1.5. Poorly performing or configured CPE
    - 30.6.1.6. Suspension or termination of the Service by OntheNet.
  - 30.6.2. OntheNet is not liable for any delays, failures or interruptions to the Service, or degradation of voice quality.
  - 30.6.3. OntheNet is not responsible for any costs incurred for calls made with an alternative service provider for any reason.
- 30.7. Dialling 000 Emergency Services
  - 30.7.1. The Customer acknowledges and understands that if the Service is unavailable due to any reasons such as those in clause [31.6](#) above, this will prevent successful connection to the 000 emergency services. For this reason, OntheNet recommend that the Customer has an alternative medium of contact, such as a mobile telephone.
  - 30.7.2. For the Customer's service address to be able to be displayed to the emergency services operator when calling 000 emergency services, the Customer must:
    - 30.7.2.1. Not have their outbound Caller ID set to "Private"; and
    - 30.7.2.2. Keep the service address updated via the OntheNet Toolbox.

- 30.7.3. OntheNet cannot guarantee that the Customer's service address will be displayed to an emergency services operator.
- 30.8. Cancellation of the Service
  - 30.8.1. Discontinuing the use of the Service by the Customer does not automatically lead to Service Cancellation.
  - 30.8.2. Cancellation requests must be received by OntheNet in writing five full business days before the required Cancellation date.
  - 30.8.3. Cancellation requests must be submitted by an Authorised Representative and must include the VoIP Service ID and the required Cancellation date.
  - 30.8.4. When the Service is cancelled, for any reason, the remaining call credits are forfeited and no refunds will be given.
  - 30.8.5. Customers are liable for all fees and charges incurred until such time that Cancellation is completed by OntheNet.
  - 30.8.6. The annual fee for a ported DID number (if applicable) is prepaid and not refundable.
  - 30.8.7. Cancellation of the Service for any reason will result in immediate loss of the DID number unless ported away from OntheNet by the Customer, prior to Cancellation.
  - 30.8.8. OntheNet reserves the right to cancel the service without further notice, should the Customer fail to top up call credit within 12 months from the last top up date.
- 30.9. Call Rates
  - 30.9.1. Calls will be charged at the rates which are displayed on the OntheNet website. Rates may be flat rate or timed. The Customer is responsible for checking applicable call rates before making calls.
  - 30.9.2. OntheNet may change call rates at any time, without notice to the Customer.
  - 30.9.3. All successful calls made incur a call charge. A successful call is when it is answered by the called party or by an answering machine, or by other means such as those which provide announcements for wrong number, switched off or disconnected service. Connection to a wrong number is a successful call and will be charged accordingly. The duration of a call is the length of time between when the call is answered and when the call is terminated.
  - 30.9.4. If the Customer enables call forwarding then any calls forwarded will incur call charges.
  - 30.9.5. Call charges will be rounded up to the nearest whole cent.
- 30.10. Billing, Fees and Charges
  - 30.10.1. The Service is offered on a prepaid basis with top up by credit card only.
  - 30.10.2. Customers are responsible for ensuring the nominated credit card is valid at all times to ensure top up payments can be processed in accordance with terms and conditions.
  - 30.10.3. At the time of provisioning the Service OntheNet will charge the Customer's credit card the minimum top up amount to establish call credit.
  - 30.10.4. Call charges will be deducted from the call credit as soon as practicable after call termination.
  - 30.10.5. Charges for completed calls can be seen in the OntheNet Toolbox at any time and although updated frequently are not up to the minute. From time to time, for technical reasons, details of call charges may be delayed or unavailable.
  - 30.10.6. When the call credit reaches \$5.00 or less, OntheNet will attempt to top up the call credit by automatically charging the Customer's credit card with the minimum top up amount, or an alternative amount as selected by the Customer in the OntheNet Toolbox, unless the Customer has disabled automated top up.

- 30.10.7. OntheNet may terminate calls in progress without notice if the estimated call cost is greater than the remaining credit.
- 30.10.8. When there is no call credit remaining, the Service will be disabled, with no calls able to be made other than 000 emergency calls.
- 30.10.9. Any unused call credit will expire 12 months from the date of the last top up. Expired call credit will be forfeited and will not be refunded.
- 30.10.10. The annual fee for a ported DID number (if applicable) is billed in advance separately to call charges and call credit. The annual fee is automatically charged to the credit card held on file and cannot be deducted from call credit.

### **31. Business VoIP**

#### 31.1. The Service

- 31.1.1. OntheNet provides a Voice over IP (VoIP) Service which allows the Customer to make phone calls via a broadband Internet connection.
- 31.1.2. All Business VoIP Services include:
  - 31.1.2.1. A maximum of one (1) SIP trunk;
  - 31.1.2.2. A maximum of 60 simultaneous calls, of which international calls are limited to 5.
  - 31.1.2.3. Access to the OntheNet Toolbox for viewing and administering the VoIP Service; and
  - 31.1.2.4. [Level 2 Technical Support](#).
- 31.1.3. Call waiting, incoming caller ID, call hold/resume and voicemail are not included. The CPE used may provide these additional capabilities.
- 31.1.4. The Service does not include Priority Assistance Service for life threatening medical conditions.
- 31.1.5. Calls cannot be made to 1900 numbers.
- 31.1.6. Any calls made that exceed twelve (12) hours shall be automatically terminated without notice or warning.
- 31.1.7. The Service is not to be used for inbound calls only. OntheNet reserves the right to terminate the Service if total call charges equal less than fifty dollars (\$50) per month on average over any three (3) month period.

#### 31.2. Customer Service Guarantee (CSG) Waiver

- 31.2.1. OntheNet propose that the Customer waive their protection and rights in full as described on the Order Form and the OntheNet website [www.onthenet.com.au/csg-waiver](http://www.onthenet.com.au/csg-waiver)
- 31.2.2. The Customer is not obliged to waive their protection and rights however OntheNet may choose not to supply the Service if the Customer does not agree to waive their protection and rights in full.
- 31.2.3. By waiving their protection and rights the Customer agrees that they are not able to make a claim to OntheNet for compensation where the standards have not been met.

31.3. Service Level Agreement (SLA)

31.3.1. All Business VoIP Services include an SLA as outlined below:

Network Availability Target:	99.9%	
Fault Restoration Targets:	Faults in relation to an individual Service such as anomalies in transmission performance and general technical issues and/or enquiries.	8 hours
	Force Majeure events beyond the reasonable control of OntheNet (or another party)	Force Majeure conditions apply and OntheNet will use "best efforts" to restore.

- 31.3.2. Network availability does not include planned Outages where OntheNet notifies, or attempts to notify, the Customer in advance. The OntheNet Fault monitoring system shall be the basis for calculating network availability.
- 31.3.3. Fault Restoration Targets do not apply where the Fault is caused directly or indirectly by:
- 31.3.3.1. Any act or omission by the Customer or any third party;
  - 31.3.3.2. A planned Outage period (scheduled maintenance);
  - 31.3.3.3. A force majeure event;
  - 31.3.3.4. Unscheduled maintenance in cases of emergency;
  - 31.3.3.5. A Fault of any kind in the Customer's, a Third Party Supplier's or any other third party's facilities, networks or systems; or
  - 31.3.3.6. Components of the Service provided using facilities outside the direct control of OntheNet.
- 31.3.4. No rebates are provided under this Service Level Agreement.
- 31.3.5. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from outages or failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with the Service regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.
- 31.3.6. The SLA covers the physical hardware and software that OntheNet utilises to deliver the Service.
- 31.3.7. Maintenance / Planned Outage periods:
- 31.3.7.1. OntheNet will give reasonable notice, and will use best efforts to provide the Customer at least seven days notice of any planned Outage periods and the length of any such periods.
  - 31.3.7.2. If the length of any planned Outage period exceeds the length of the Outage period notified by OntheNet, in respect of the excess period only:
    - a. It will be deemed to be a Fault which the Customer has reported to OntheNet; and
    - b. Service Level Agreements will apply.



#### 31.4. Delivery of the Service / Provisioning

- 31.4.1. Upon receipt of a completed Order Form, Services can be provisioned within two business days.
- 31.4.2. OntheNet does not guarantee any provisioning timeframe.
- 31.4.3. OntheNet shall provide Service Details including username, password and other information required to use the Service.
- 31.4.4. The Start Date of the Service is the date OntheNet provides written confirmation that provisioning of the Service is complete.

#### 31.5. Customer Obligations

The Customer is responsible for:

- 31.5.1. Obtaining and maintaining a functional and adequate broadband Internet connection;
- 31.5.2. All CPE required to use the Service;
- 31.5.3. The security of all CPE including, but not limited to, PBX or phone system and hardware to prevent PBX hacking or fraud;
- 31.5.4. Storing Service Details in a secure manner;
- 31.5.5. Keeping the service address up to date via the OntheNet Toolbox;
- 31.5.6. Checking applicable call rates before making calls;
- 31.5.7. Monitoring usage and expenditure regularly; and
- 31.5.8. Ensuring that the Customer has an alternative method of making and receiving calls in the event that the Service is not functional.
- 31.5.9. Obtaining and maintaining public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Service, including cover for business interruption.

#### 31.6. Telephone Numbers

- 31.6.1. The Service supports Australian geographic Direct In-Dial (DID) numbers as well as Freephone (1800) and Local Rate (1300) Numbers.
- 31.6.2. The Customer may choose to port existing number/s to OntheNet for use with the Service and/or have new number/s allocated to the Service by OntheNet.
- 31.6.3. 1900 and 13 numbers cannot be ported to OntheNet nor allocated by OntheNet.
- 31.6.4. Charges apply for the ongoing supply of telephone numbers whether allocated by or ported to OntheNet. These charges are outlined on the Business VoIP Order Form and Porting Authority Form.
- 31.6.5. To port number/s to OntheNet the Customer must first have an active OntheNet Business VoIP Service, successfully test the Service inbound and outbound and complete the appropriate Business VoIP Porting Authority Form.
- 31.6.6. The Customer acknowledges that;
  - 31.6.6.1. The Customer has no ownership of the telephone number/s;
  - 31.6.6.2. Cancellation of the Service for any reason will result in immediate loss of all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation of the Service; and
  - 31.6.6.3. The Customer may not be able to port a telephone number away from OntheNet if the gaining provider does not support Out of Area Numbers, or if the gaining provider does not support number portability with OntheNet.

#### 31.6.7. Geographic Direct In-Dial (DID) numbers

31.6.7.1. If a new DID number is requested the Customer is able to choose the Australian geographical area/region for the DID number at the time of ordering.

31.6.7.2. OntheNet does not guarantee that it can provide DID numbers for all regions.

31.6.7.3. If the Customer requests an Out of Area Number the Customer acknowledges that:

- a. Calls made to or from a DID number that is Out of Area may be charged as if the Customer is located in the area/region identified by the DID number and not the area/region the Customer is actually located in; and
- b. Porting the DID number or range to another service provider in the future may not be possible.

#### 31.6.8. Freephone and Local Rate Numbers (FLRN)

31.6.8.1. Freephone (1800) and Local Rate (1300) Numbers are virtual numbers that are routed to a single destination number (answering point).

31.6.8.2. Inbound calls charges apply to all calls received by the FLRN (refer to [Call Rates](#)).

31.6.8.3. If the destination number is not a number that is hosted by OntheNet outbound call charges will also apply.

#### 31.7. Outbound Caller ID

31.7.1. The Outbound Caller ID is set to "Private" (no caller ID displayed) by default. It is the Customers responsibility to change the outbound Caller ID setting via the OntheNet Toolbox, if required.

31.7.2. Freephone and Local Rate Numbers cannot be used as the Outbound Caller ID.

31.7.3. Caller ID masking allows the Customer to present an Australian geographic number, other than a DID number assigned to the Service, as their Caller ID when making calls using the Service.

31.7.3.1. Requests for Caller ID masking are to be submitted online by the Customer via the OntheNet Toolbox.

31.7.3.2. By submitting a request for Caller ID masking the Customer states that they have authority to use the number as their Caller ID.

31.7.3.3. The Customer will be required to authorise each Caller ID masking number every six months via the OntheNet Toolbox.

31.7.3.4. If OntheNet has reasonable cause to believe that the Customer does not have authority to use the number, OntheNet may cease the use of it without prior notice.

31.7.4. The Trust PBX Caller ID setting allows the Customer's PBX or similar phone system to set the outbound Caller ID.

31.7.4.1. If the number used for outbound Caller ID is not a DID number allocated to the Service, the customer must nominate the number/s for Caller ID masking in accordance with clause [32.7.3](#).

31.7.4.2. The Customer's PBX or similar phone system must not be configured to use any number for outbound Caller ID other than the DID number/s allocated to the Service or the Customer has authorised for Caller ID masking.

31.7.4.3. If a number other than a DID number allocated to the Service or authorised for Caller ID masking is used for outbound Caller ID, or if OntheNet has reasonable cause to believe the Customer does not have authority to use the number, OntheNet reserves the right to terminate the Service without prior notice.

#### 31.8. Fax to Email

31.8.1. Fax to Email is an optional feature of the Service which provides the Customer with a mechanism to send and receive faxes via email.

31.8.2. The Customer is responsible for the initial configuration and management of their fax settings within the OntheNet Toolbox.

31.8.3. OntheNet does not warrant that this feature will be error free or uninterrupted. OntheNet specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall OntheNet be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.

#### 31.8.4. Outbound faxes

31.8.4.1. Outbound faxes incur call charges (refer to [Call Rates](#)).

31.8.4.2. The fax is to be attached to an email and sent to the address provided by OntheNet.

31.8.4.3. Only PDF files are supported. If multiple PDF files are attached to the email they will be sent as separate faxes.

31.8.4.4. The size of the email and attachments must not exceed 50MB.

31.8.4.5. The Customer must nominate the domain name/s they will use when sending faxes via email.

a. The nominated domain name/s must be registered to the Customer.

b. If the Customer has multiple Business VoIP Services the same domain name cannot be nominated for different Services.

c. The Customer acknowledges and understands that anyone with the ability to send an email from the nominated domain name/s has the potential to send faxes on behalf of the Customer.

31.8.4.6. The Customer is responsible for the archiving and/or back up of their sent emails. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.

31.8.4.7. Faxes cannot be sent to 1900 numbers.

#### 31.8.5. Inbound faxes

31.8.5.1. Faxes received by a 1300 or 1800 number will incur call charges (refer to [Call Rates](#)).

31.8.5.2. Faxes that are sent to the Customer's fax number/s are received by OntheNet, converted to PDF and sent as an email attachment to the email address nominated by the Customer.

31.8.5.3. To receive faxes the Service must have a DID number and the DID number must be forwarded to an email address nominated by the Customer.

31.8.5.4. The Customer understands that DID number/s forwarded to an email address can only be used to receive faxes and cannot be used to receive voice calls.

31.8.5.5. The Customer is responsible for providing and maintaining the email address/mailbox that is to receive faxes and for the archiving and/or back up of all fax messages received. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.

31.8.5.6. The Customer understands that in some circumstance faxes will be unable to be received by the Customer and the original sender of the fax will be unaware. E.g. the sender will not receive a failed fax notification if the email address provided by the Customer is invalid or the mailbox is full.

### 31.9. Availability of the Service

31.9.1. The Customer understands that access to, and quality of, the Service can be affected by factors, including, but not limited to:

31.9.1.1. Shaping of the Customer's broadband connection;

31.9.1.2. Excessive simultaneous usage of the Customer's broadband connection;

31.9.1.3. The speed and quality of the Customer's broadband connection;

31.9.1.4. Power failure, or the Customer's broadband connection not functioning for any reason;

31.9.1.5. Poorly performing or configured CPE; or

31.9.1.6. Suspension or termination of the Service by OntheNet.

31.9.2. OntheNet is not liable for any delays, failures or interruptions to the Service, or degradation of voice quality.

31.9.3. OntheNet is not responsible for any costs incurred for calls made with an alternative service provider for any reason.

### 31.10. Dialling 000 Emergency Services

31.10.1. The Customer acknowledges and understands that if the Service is unavailable due to any reason such as those in clause [32.9](#), this will prevent successful connection to the 000 emergency services. For this reason, OntheNet recommend that the Customer has an alternative method of making calls, such as a mobile telephone.

31.10.2. For the Customer's service address to be able to be displayed to the emergency services operator when calling 000 emergency services, the Customer must:

31.10.2.1. Not have their outbound Caller ID set to "Private"; and

31.10.2.2. Keep the service address updated via the OntheNet Toolbox.

31.10.3. OntheNet cannot guarantee that the Customer's service address will be displayed to an emergency services operator.

### 31.11. Call Rates

31.11.1. Calls will be charged at the Business VoIP rates which are displayed on the OntheNet website. Rates may be flat rate or timed. The Customer is responsible for checking applicable call rates.

31.11.2. OntheNet may change call rates at any time, without notice to the Customer.

31.11.3. All successful calls incur a call charge. A successful call is when it is answered by the called party or by an answering machine, or by other means such as those which provide announcements for wrong number, switched off or disconnected service. Connection to a wrong number is a successful call and will be charged accordingly. The duration of a call is the length of time between when the call is answered and when the call is terminated.

31.11.4. If the Customer enables call forwarding then any calls forwarded will incur call charges.

- 31.11.5. Call charges will be rounded up to the nearest whole cent.
- 31.12. Billing, Fees and Charges
  - 31.12.1. A monthly or annual fee is applicable for all telephone numbers and is billed in advance from the Start Date of the Service.
  - 31.12.2. When a number or number range is removed, or the Service is cancelled, the prepaid monthly/annual fee for the number is not refundable.
  - 31.12.3. Call charges are billed monthly in arrears on the following month's invoice.
  - 31.12.4. OntheNet emails usage notifications to the Customer and call records are available online via the OntheNet Toolbox.
- 31.13. Service Modifications
  - 31.13.1. The OntheNet Toolbox allows the Customer to modify some features of the Service.
  - 31.13.2. Adding a new number or removing an existing number requires a Business VoIP Modification Form.
  - 31.13.3. Any other Service modifications require the Customer to submit a written request to OntheNet.
- 31.14. Cancellation of the Service
  - 31.14.1. Discontinuing the use of the Service by the Customer does not automatically lead to Service Cancellation.
  - 31.14.2. Cancellation requests must be received by OntheNet in writing five (5) full business days before the required Cancellation date.
  - 31.14.3. Cancellation requests must be submitted by an Authorised Representative and must include the VoIP Service ID and the required Cancellation date.
  - 31.14.4. Customers are liable for all fees and charges incurred until such time that Cancellation is completed by OntheNet.
  - 31.14.5. Any prepaid monthly/annual fees (if applicable) are not refundable (e.g. for telephone numbers).
  - 31.14.6. Cancellation of the Service for any reason will result in immediate loss of any and all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation.
  - 31.14.7. OntheNet reserves the right to terminate the Service if total call charges equal less than fifty dollars (\$50) per month on average over any three (3) month period.

## 32. Hosted PBX

- 32.1. The Service
  - 32.1.1. OntheNet is providing the Customer with a PBX hosted at OntheNet.
  - 32.1.2. Hosted PBX is only available with [Business VoIP](#). All calls are routed via the Business VoIP Service.
  - 32.1.3. The Service includes five extensions. Additional extensions are available for an additional fee.
  - 32.1.4. CPE such as VoIP compatible telephone handsets are required to use the Service and if configuration of CPE is required by OntheNet [Consultancy Fees](#) may apply.
  - 32.1.5. A limited set of PBX and call features are available as described on the OntheNet website [www.onthenet.com.au/hosted-pbx](http://www.onthenet.com.au/hosted-pbx). Some features will incur additional charges. Features may change without notice.

- 32.1.6. The Service includes [Level 2 Technical Support](#) as outlined in the General Terms and Conditions.
- 32.1.7. Any Internet service that connects to the PBX must be in Australia and have a static IP address.
- 32.2. Delivery of the Service / Provisioning
  - 32.2.1. Provisioning of the Service begins upon receipt of a completed Order Form and written confirmation of the Customer's requirements. OntheNet does not guarantee a provisioning timeframe.
  - 32.2.2. The Start Date of the Service is the date OntheNet provides written confirmation that provisioning of the Service is complete, or when the Customer begins to make or receive calls via the PBX, whichever is first.
- 32.3. Customer Obligations

The Customer is responsible for:

  - 32.3.1. Obtaining and maintaining a functional and adequate Business VoIP Service with appropriate telephone numbers;
  - 32.3.2. Obtaining and maintaining a functional and adequate Broadband connection, with a static IP address, at each Customer site that connects to the Service;
  - 32.3.3. Ensuring that the Service is configured according to the Customer's requirements and notifying OntheNet in writing if changes are required;
  - 32.3.4. All CPE required to use the Service and the security of that CPE;
  - 32.3.5. Storing Service Details in a secure manner;
  - 32.3.6. Ensuring that the Customer has an alternative method of making and receiving calls in the event that the Service is not functional;
  - 32.3.7. Any costs incurred for calls made with an alternative service provider for any reason;
  - 32.3.8. Obtaining and maintaining public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Service, including cover for business interruption; and
  - 32.3.9. The supply of any "On Hold" music (or any recorded music) that is not included with the Service and for obtaining and maintaining appropriate licencing to use said recordings with the Service. The Customer indemnifies OntheNet for any and all liability associated with the use of music recordings supplied by the Customer or a representative acting on behalf of the Customer.
- 32.4. Availability of the Service
  - 32.4.1. The Customer understands that access to, and quality of, the Service can be affected by factors, including, but not limited to:
    - 32.4.1.1. The availability of the Business VoIP Service;
    - 32.4.1.2. Shaping of the Customer's broadband connection;
    - 32.4.1.3. Excessive simultaneous usage of the Customer's broadband connection;
    - 32.4.1.4. The speed and quality of the Customer's broadband connection;
    - 32.4.1.5. Power failure, or the Customer's broadband connection not functioning for any reason;
    - 32.4.1.6. Poorly performing or configured CPE; or
    - 32.4.1.7. Suspension or termination of the Service by OntheNet.
  - 32.4.2. OntheNet is not liable for any delays, failures or interruptions to the Service.

- 32.5. Billing, Fees and Charges
  - 32.5.1. Establishment Fees and monthly fees are applicable for the Service and some of the optional features.
  - 32.5.2. All Establishment Fees are invoiced upon receipt of a completed Order Form.
  - 32.5.3. Monthly fees apply from the Start Date of the Service and are payable in advance. The invoice date may not necessarily be the same date as the billing anniversary date.
- 32.6. Service Modifications
  - 32.6.1. If configuration changes are required after the Start Date of the Service [Consultancy Fees](#) may apply.
  - 32.6.2. The Customer must submit all requests for configuration changes in writing to OntheNet.
  - 32.6.3. If additional extensions, an Interactive Voice Response (IVR) menu or Queues are required a Hosted PBX Modification Form must be completed by the Customer and Establishment Fees will apply.
- 32.7. Contract Term / Cancellation of the Service
  - 32.7.1. The minimum Contract Term for the Hosted PBX Service is 24 months unless otherwise stated on the Order Form.
  - 32.7.2. The Contract Term begins from the Start Date of the Service.
  - 32.7.3. Discontinuing the use of the Service by the Customer does not automatically lead to Cancellation of the Service.
  - 32.7.4. Cancellation requests must be received by OntheNet in writing five (5) full business days before the required Cancellation date.
  - 32.7.5. Cancellation requests must be submitted by an Authorised Representative and must include the Business VoIP Service ID and the required Cancellation date.
  - 32.7.6. If the Customer notifies OntheNet that they wish to cancel the Service or optional extras, the monthly fee/s for the month in which the Cancellation occurs is not refundable.
  - 32.7.7. The Service shall be disabled on the required Cancellation date, however, it may take up to five business days for the Service to be fully cancelled.
  - 32.7.8. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly fees.
  - 32.7.9. The Customer acknowledges that the Cancellation Fee as calculated in accordance with the Hosted PBX Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.

### **33. Hosted PBX Rented Telephone Handsets**

- 33.1. The Service
  - 33.1.1. OntheNet provides pre-configured rented telephone handsets to approved Customers only, for use with a [Hosted PBX Service](#).
- 33.2. Customer Obligations

The Customer:

  - 33.2.1. Must not do anything with the handsets which may be contrary to OntheNet's rights of ownership;
  - 33.2.2. Must not part with possession of, nor create any security interest of any kind over any handset without OntheNet's prior written consent;
  - 33.2.3. Must comply with all OntheNet's reasonable directions in respect of the handsets;



- 33.2.4. Must not allow any handset to be altered, repaired, serviced or removed other than by personnel approved by OntheNet;
  - 33.2.5. Is responsible for the cost to replace any lost, stolen or damaged handset located at any Customer Sites;
  - 33.2.6. Acknowledges that the handsets are and remain the property of OntheNet; and
  - 33.2.7. Is responsible, at their cost, for return of the handsets (and power supplies if applicable) upon Cancellation of the Service. Failure to return all required components within 30 days will result in replacement costs being charged to the Customer;
  - 33.2.8. Is responsible for obtaining and maintaining public liability insurance insuring the Customer against any liability arising out of or in connection with the Service, including cover for business interruption; and
  - 33.2.9. Accepts and understands that the telephone handsets are rented from OntheNet wholly or predominantly for business purposes and therefore the Consumer Credit Code is inapplicable.
  - 33.2.10. Understands that by ordering the Service the Customer declares that the telephone handsets rented from OntheNet are wholly or predominantly for business purposes and accepts that the National Consumer Credit Protection Act does not apply to the Service.
- 33.3. Technical Support
- 33.3.1. The Service includes [Level 2 Technical Support](#) as outlined in the General Terms and Conditions.
  - 33.3.2. After 30 days from the Start Date of the Service, [Consultancy Fees](#) will apply for configuration changes as deemed necessary by OntheNet.
  - 33.3.3. The customer must submit all requests for configuration changes in writing to OntheNet.
  - 33.3.4. If OntheNet identifies a fault with a rented handset a replacement handset will be supplied to the Customer as follows:
    - 33.3.4.1. Replacement handset is dispatched next business day for delivery to the Customer.
    - 33.3.4.2. The type of replacement handset supplied is at OntheNet's discretion and may not be the same model as the original.
    - 33.3.4.3. The customer is responsible, at their cost, for return of the faulty handset (and power supply if applicable) to OntheNet. Failure to return all required components within 30 days will result in replacement costs charged to the Customer.
- 33.4. Contract Term / Cancellation of the Service
- 33.4.1. The Start Date of the Service is the date that OntheNet supplies the handsets to the Customer.
  - 33.4.2. A Contract Term applies from the Start Date of the Service. The minimum Contract Term is 24 months unless otherwise approved by OntheNet.
  - 33.4.3. Upon completion of the Contract Term the handsets will continue to be rented to the Customer at the same rate on a monthly basis until the Service is cancelled.
  - 33.4.4. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly fees.
  - 33.4.5. The Customer acknowledges that the Cancellation Fee, as calculated in accordance with these Terms and Conditions, constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
  - 33.4.6. Cancellation requests must be received by OntheNet in writing thirty (30) full business days before the required Cancellation date.

- 33.4.7. Cancellation requests must be submitted by an Authorised Representative and must include the relevant Service details and the required Cancellation date.
  - 33.4.8. If the Customer notifies OntheNet that they wish to cancel the Service, the monthly fee for the month in which the Cancellation occurs is not refundable.
  - 33.4.9. The Customer is responsible, at their cost, for return of the handsets (and power supplies if applicable) upon Cancellation of the Service. Failure to return all required components within 30 days will result in replacement costs charged to the Customer.
- 33.5. Billing, Fees and Charges
- 33.5.1. Monthly fees apply to the rented handsets as specified on the Order Form.
  - 33.5.2. The monthly fees are billed from the Start Date of the Service and are payable in advance.

## 34. Business Phone

- 34.1. The Service
- 34.1.1. OntheNet provides a Voice over IP (VoIP) service with a PBX hosted at OntheNet and rented telephone handsets which allows the Customer to make phone calls via a broadband Internet connection.
  - 34.1.2. A broadband Internet connection is not included with the Service.
  - 34.1.3. All calls are routed via the included VoIP service.
  - 34.1.4. All Business Phone Services include:
    - 34.1.4.1. One (1) SIP trunk;
    - 34.1.4.2. One (1) PBX;
    - 34.1.4.3. A limited set of PBX and call features as described on the OntheNet website [www.onthenet.com.au/business-phone](http://www.onthenet.com.au/business-phone). Note: some features will incur additional charges and features may change without notice.
    - 34.1.4.4. Access to the OntheNet Toolbox for viewing call records and administering some features of Service; and
    - 34.1.4.5. [Level 2 Technical Support](#) as outlined in the General Terms and Conditions.
  - 34.1.5. Each handset plan includes:
    - 34.1.5.1. One (1) telephone handset which remains the property of OntheNet.
    - 34.1.5.2. One (1) new geographic Direct In-Dial number for an Australian capital city or the Gold Coast. Additional/other numbers are available for an additional fee.
    - 34.1.5.3. One (1) usable PBX extension.
  - 34.1.6. The maximum number of simultaneous calls is equal to the number of handsets required.
  - 34.1.7. The Service does not include Priority Assistance Service for life threatening medical conditions.
  - 34.1.8. Calls cannot be made to 1900 numbers.
  - 34.1.9. Any calls made that exceed twelve (12) hours shall be automatically terminated without notice or warning.
  - 34.1.10. The Service must not be used outside Australia or for telemarketing, call centre functions or similar uses.
- 34.2. Customer Service Guarantee (CSG) Waiver
- 34.2.1. OntheNet propose that the Customer waive their protection and rights in full as described on the Order Form and the OntheNet website [www.onthenet.com.au/csg-waiver](http://www.onthenet.com.au/csg-waiver)

- 34.2.2. The Customer is not obliged to waive their protection and rights however, OntheNet may choose not to supply the Service if the Customer does not agree to waive their protection and rights in full.
- 34.2.3. By waiving their protection and rights the Customer agrees that they are not able to make a claim to OntheNet for compensation where the standards have not been met.

34.3. Service Level Agreement (SLA)

- 34.3.1. The Service includes an SLA as outlined below:

Network Availability Target:	99.9%	
Fault Restoration Targets:	Faults in relation to an individual Service such as anomalies in transmission performance and general technical issues and/or enquiries.	8 hours
	Force Majeure events beyond the reasonable control of OntheNet (or another party)	Force Majeure conditions apply and OntheNet will use "best efforts" to restore.

- 34.3.2. Network availability does not include planned Outages where OntheNet notifies, or attempts to notify, the Customer in advance. The OntheNet Fault monitoring system shall be the basis for calculating network availability.
- 34.3.3. Fault Restoration Targets do not apply where the Fault is caused directly or indirectly by:
  - 34.3.3.1. Any act or omission by the Customer or any third party;
  - 34.3.3.2. A planned Outage period (scheduled maintenance);
  - 34.3.3.3. A force majeure event;
  - 34.3.3.4. Unscheduled maintenance in cases of emergency;
  - 34.3.3.5. A Fault of any kind in the Customer's, a Third Party Supplier's or any other third party's facilities, networks or systems; or
  - 34.3.3.6. Components of the Service provided using facilities outside the direct control of OntheNet.
- 34.3.4. No rebates are provided under this Service Level Agreement.
- 34.3.5. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from outages or failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with the Service regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.
- 34.3.6. The SLA covers the physical hardware and software that OntheNet utilises to deliver the Service.
- 34.3.7. Maintenance / Planned Outage periods:
  - 34.3.7.1. OntheNet will give reasonable notice, and will use best efforts to provide the Customer at least seven days notice of any planned Outage periods and the length of any such periods.
  - 34.3.7.2. If the length of any planned Outage period exceeds the length of the Outage period notified by OntheNet, in respect of the excess period only:

- a. It will be deemed to be a Fault which the Customer has reported to OntheNet; and
- b. Service Level Agreements will apply.

#### 34.4. Delivery of the Service / Provisioning

- 34.4.1. Provisioning of the Service begins upon receipt of a completed Order Form and written confirmation of the Customer's requirements.
- 34.4.2. OntheNet does not guarantee a provisioning timeframe.
- 34.4.3. The PBX will be configured according to OntheNet's configuration template. [Consultancy fees](#) may apply for designing and configuring a more complex solution.
- 34.4.4. The Start Date of the Service is the date OntheNet provides written confirmation that provisioning of the Service is complete, or when the Customer begins to make or receive calls via the PBX, whichever is first.

#### 34.5. Customer Obligations

The Customer is responsible for:

- 34.5.1. Obtaining and maintaining a functional and adequate broadband Internet connection at each Customer site that connects to the Service;
- 34.5.2. Ensuring that the Service is configured according to the Customer's requirements and notifying OntheNet in writing if changes are required;
- 34.5.3. All CPE required to use the Service, other than the telephone handsets provided by OntheNet;
- 34.5.4. The security of all CPE and/or software to prevent PBX hacking or fraud;
- 34.5.5. Any costs incurred for calls made with an alternative service provider for any reason;
- 34.5.6. The return of the handsets (and power supplies if applicable) upon Cancellation of the Service, at the customers cost. Failure to return all required components within 14 days will result in replacement costs being charged to the Customer;
- 34.5.7. The cost to replace any lost, stolen or damaged handset located at any Customer Sites;
- 34.5.8. Storing Service Details in a secure manner;
- 34.5.9. Keeping the service address up to date via the OntheNet Toolbox;
- 34.5.10. Checking applicable call rates before making calls;
- 34.5.11. Monitoring usage and expenditure regularly;
- 34.5.12. Ensuring that the Customer has an alternative method of making and receiving calls in the event that the Service is not functional;
- 34.5.13. Obtaining and maintaining public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Service, including cover for business interruption; and
- 34.5.14. The supply of any "On Hold" music (or any recorded music) that is not included with the Service and for obtaining and maintaining appropriate licencing to use said recordings with the Service. The Customer indemnifies OntheNet for any and all liability associated with the use of music recordings supplied by the Customer or a representative acting on behalf of the Customer.

The Customer:

- 34.5.15. Must not do anything with the handsets which may be contrary to OntheNet's rights of ownership;

- 34.5.16. Must not part with possession of, nor create any security interest of any kind over any handset without OntheNet's prior written consent;
  - 34.5.17. Must comply with all OntheNet's reasonable directions in respect of the handsets;
  - 34.5.18. Must not allow any handset to be altered, repaired, serviced or removed other than by personnel approved by OntheNet; and
  - 34.5.19. Acknowledges that the handsets are and remain the property of OntheNet; and
  - 34.5.20. The Customer accepts and understands that by ordering the Service the Customer declares that the telephone handsets are rented from OntheNet wholly or predominantly for business purposes and accepts that the Consumer Credit Code and National Consumer Credit Protection Act do not apply to the Service.
- 34.6. Call Rates
- 34.6.1. The Service includes unlimited calls to Australian local, national and mobile numbers.
  - 34.6.2. All other calls will be charged at the Business Phone rates displayed on the OntheNet website. Rates may be flat rate or timed. The Customer is responsible for checking applicable call rates.
  - 34.6.3. OntheNet may change call rates at any time, without notice to the Customer.
  - 34.6.4. All successful calls incur a call charge as per the call rates. A successful call is when it is answered by the called party or by an answering machine, or by other means such as those which provide announcements for wrong number, switched off or disconnected service. Connection to a wrong number is a successful call and will be charged accordingly. The duration of a call is the length of time between when the call is answered and when the call is terminated.
  - 34.6.5. If the Customer enables call forwarding then any calls forwarded will incur call charges.
  - 34.6.6. Call charges will be rounded up to the nearest whole cent.
  - 34.6.7. OntheNet emails usage notifications to the Customer and call records are available online via the OntheNet Toolbox.
- 34.7. Telephone Numbers
- 34.7.1. The Service supports Australian geographic Direct In-Dial (DID) numbers as well as Freephone (1800) and Local Rate (1300) Numbers.
  - 34.7.2. The Customer may choose to port existing number/s to OntheNet for use with the Service and/or have new number/s allocated to the Service by OntheNet.
  - 34.7.3. 1900 and 13 numbers cannot be ported to OntheNet nor allocated by OntheNet.
  - 34.7.4. Charges apply for the ongoing supply of telephone numbers that are not included in the selected handset plan/s whether the numbers are allocated by or ported to OntheNet. These charges are outlined on the Business Phone Order Form and Porting Authority Form.
  - 34.7.5. To port number/s to OntheNet the Customer must first have an active OntheNet Business Phone Service, successfully test the Service inbound and outbound and complete the appropriate Porting Authority Form.
  - 34.7.6. The Customer acknowledges that;
    - 34.7.6.1. The Customer has no ownership of the telephone number/s;
    - 34.7.6.2. Cancellation of the Service for any reason will result in immediate loss of all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation of the Service; and
    - 34.7.6.3. The Customer may not be able to port a telephone number away from OntheNet if the gaining provider does not support Out of Area Numbers, or if the gaining provider does not support number portability with OntheNet.

#### 34.7.7. Geographic Direct In-Dial (DID) numbers

- 34.7.7.1. If a new DID number is required the Customer is able to choose the Australian geographic area/region for the DID number at the time of ordering.
- 34.7.7.2. OntheNet does not guarantee that it can provide DID numbers for all regions.
- 34.7.7.3. If the Customer requests an Out of Area Number the Customer acknowledges that:
  - a. Calls made to or from a DID number that is Out of Area may be charged as if the Customer is located in the area/region identified by the DID number and not the area/region the Customer is actually located in; and
  - b. Porting the DID number or range to another service provider in the future may not be possible.

#### 34.7.8. Freephone and Local Rate Numbers (FLRN)

- 34.7.8.1. Freephone (1800) and Local Rate (1300) Numbers are virtual numbers that are routed to a single destination number (answering point).
- 34.7.8.2. Inbound calls charges apply to all calls received by the FLRN (refer to [Call Rates](#)).
- 34.7.8.3. If the destination number is not a number that is hosted by OntheNet outbound call charges will also apply.

#### 34.8. Outbound Caller ID

- 34.8.1. The Customer is responsible for ensuring their outbound Caller ID is correct.
- 34.8.2. Freephone and Local Rate Numbers cannot be used as the Outbound Caller ID.
- 34.8.3. If the number used for outbound Caller ID is not a DID number allocated to the Service, the customer must nominate the number/s for Caller ID masking in accordance with clause 39.8.5.
- 34.8.4. If a number other than a DID number allocated to the Service or authorised for Caller ID masking is used for outbound Caller ID, or if OntheNet has reasonable cause to believe the Customer does not have authority to use the number, OntheNet reserves the right to terminate the Service without prior notice.
- 34.8.5. Caller ID masking allows the Customer to present an Australian geographic number, other than a DID number assigned to the Service, as their Caller ID when making calls using the Service.
  - 34.8.5.1. Requests for Caller ID masking are to be submitted online by the Customer via the OntheNet Toolbox.
  - 34.8.5.2. By submitting a request for Caller ID masking the Customer states that they have authority to use the number as their Caller ID.
  - 34.8.5.3. The Customer will be required to authorise each Caller ID masking number every six months via the OntheNet Toolbox.
  - 34.8.5.4. If OntheNet has reasonable cause to believe that the Customer does not have authority to use the number, OntheNet may cease the use of it without prior notice.

#### 34.9. Fax to Email

- 34.9.1. Fax to Email is an optional extra which provides the Customer with a mechanism to send and receive faxes via email.

- 34.9.2. Fax to Email incurs an additional monthly fee and includes unlimited faxes to Australian local and national numbers. All other outbound faxes will incur call charges (refer to [Call Rates](#)). Faxes received by the Customer's 1300 or 1800 number will incur call charges (refer to [Call Rates](#)).
- 34.9.3. This feature requires a DID number for inbound faxes. The DID number is not included with this feature therefore additional charges may apply.
- 34.9.4. The Customer is responsible for the initial configuration and management of their fax settings within the OntheNet Toolbox.
- 34.9.5. OntheNet does not warrant that this feature will be error free or uninterrupted. OntheNet specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall OntheNet be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.
- 34.9.6. Outbound faxes
  - 34.9.6.1. Only PDF files are supported. If multiple PDF files are attached to the email they will be sent as separate faxes.
  - 34.9.6.2. The size of the email and attachments must not exceed 50MB.
  - 34.9.6.3. The Customer must nominate the domain name/s they will use when sending faxes via email.
    - a. The nominated domain name/s must be registered to the Customer.
    - b. If the Customer has multiple Services the same domain name cannot be nominated for different Services.
    - c. The Customer acknowledges and understands that anyone with the ability to send an email from the nominated domain name/s has the potential to send faxes on behalf of the Customer.
  - 34.9.6.4. The Customer is responsible for the archiving and/or back up of their sent emails. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.
  - 34.9.6.5. Faxes cannot be sent to 1900 numbers.
- 34.9.7. Inbound faxes
  - 34.9.7.1. Faxes that are sent to the Customer's fax number/s are received by OntheNet, converted to PDF and sent as an email attachment to the email address nominated by the Customer.
  - 34.9.7.2. To receive faxes the Service must have a DID number forwarded to an email address nominated by the Customer.
  - 34.9.7.3. The Customer understands that DID number/s forwarded to an email address can only be used to receive faxes and cannot be used to receive voice calls.
  - 34.9.7.4. The Customer is responsible for providing and maintaining the email address/mailbox that is to receive faxes and for the archiving and/or back up of all fax messages received. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.
  - 34.9.7.5. The Customer understands that in some circumstance faxes will be unable to be received by the Customer and the original sender of the fax will be unaware. E.g. the sender will not receive a failed fax notification if the email address provided by the Customer is invalid or the mailbox is full.



#### 34.10. Availability of the Service

- 34.10.1. The Customer understands that access to, and quality of, the Service can be affected by factors, including, but not limited to:
  - 34.10.1.1. Shaping of the Customer's broadband connection;
  - 34.10.1.2. Excessive simultaneous usage of the Customer's broadband connection;
  - 34.10.1.3. The speed and quality of the Customer's broadband connection;
  - 34.10.1.4. Power failure, or the Customer's broadband connection not functioning for any reason;
  - 34.10.1.5. Poorly performing or configured CPE; or
  - 34.10.1.6. Suspension or termination of the Service by OntheNet.
- 34.10.2. OntheNet is not liable for any delays, failures or interruptions to the Service, or degradation of voice quality.
- 34.10.3. OntheNet is not responsible for any costs incurred for calls made with an alternative service provider for any reason.

#### 34.11. Dialling 000 Emergency Services

- 34.11.1. The Customer acknowledges and understands that if the Service is unavailable due to any reason such as those in clause 39.10, it will prevent successful connection to the 000 emergency services. For this reason, OntheNet recommend that the Customer has an alternative method of making calls, such as a mobile telephone.
- 34.11.2. For the Customer's service address to be able to be displayed to the emergency services operator when calling 000 emergency services:
  - 34.11.2.1. The outbound Caller ID must not be "Private"; and
  - 34.11.2.2. The Customer must keep the service address up to date via the OntheNet Toolbox.
- 34.11.3. OntheNet cannot guarantee that the Customer's service address will be displayed to an emergency services operator.

#### 34.12. Service Modifications

- 34.12.1. The OntheNet Toolbox allows the Customer to modify some features of the Service.
- 34.12.2. Adding or removing an additional number, handset or optional feature requires submission of a Modification Form.
- 34.12.3. Any other Service modifications or configuration changes require the Customer to submit a written request to OntheNet.
- 34.12.4. [Consultancy fees](#) may apply to change the configuration of the Service.

#### 34.13. Replacement handsets

- 34.13.1. If OntheNet identifies a fault with a rented handset a replacement handset will be supplied to the Customer as follows:
  - 34.13.1.1. Replacement handset is dispatched next business day for delivery to the Customer.
  - 34.13.1.2. The type of replacement handset supplied is at OntheNet's discretion and may not be the same model as the original.
  - 34.13.1.3. The Customer is responsible, at their cost, for return of the faulty handset (and power supply if applicable) to OntheNet. Failure to return all required components within 14 days will result in replacement costs charged to the Customer.

#### 34.14. Contract Term / Cancellation of the Service

- 34.14.1. A Contract Term is applicable to each individual handset and is selected by the Customer when ordering the Service or adding additional handsets.
- 34.14.2. The Contract Term begins from the Start Date of the Service.
- 34.14.3. Upon completion of the Contract Term the Service will continue on a monthly basis until the Service is cancelled.
- 34.14.4. Cancellation of the Service or a handset plan prior to the handset's Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly fees to complete the Contract Term/s.
- 34.14.5. The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
- 34.14.6. Discontinuing the use of the Service by the Customer does not automatically lead to Cancellation of the Service.
- 34.14.7. Cancellation requests must be received by OntheNet in writing thirty (30) full business days before the required Cancellation date.
- 34.14.8. Cancellation requests must be submitted by an Authorised Representative and must include the Service ID and the required Cancellation date.
- 34.14.9. When the Service or any optional extras are Cancelled the monthly fee/s for the month in which the Cancellation occurs is not pro-rated or refundable.
- 34.14.10. The Service shall be disabled on the required Cancellation date however, it may take up to five business days for the Service to be fully cancelled.
- 34.14.11. Customers are liable for all fees and charges incurred until such time that Cancellation is completed by OntheNet.
- 34.14.12. All monthly fees are payable in full and are not refundable.
- 34.14.13. Cancellation of the Service for any reason will result in immediate loss of any and all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation.
- 34.14.14. The Customer is responsible, at their cost, for return of the handsets (and power supplies if applicable) upon Cancellation of the Service. Failure to return all required components within 14 days will result in replacement costs being charged to the Customer.

#### 34.15. Billing, Fees and Charges

- 34.15.1. Establishment Fees and monthly fees apply for the Service and some of the optional features as outlined on the Order Form
- 34.15.2. All Establishment Fees are invoiced upon receipt of a completed Order Form and are payable prior to the handsets being supplied by OntheNet.
- 34.15.3. All monthly fees are payable in advance from the Start Date of the Service.
- 34.15.4. The billing anniversary date is 1st monthly.
- 34.15.5. The invoice date may not necessarily be the same date as the billing anniversary date.
- 34.15.6. If an additional number or optional feature is removed, or the Service is cancelled, the prepaid monthly fee for the number or feature is not pro-rated or refundable.
- 34.15.7. Call charges for calls not included in the handset plan are billed monthly in arrears on the following month's invoice.

## 35. Business Phone PLUS

### 35.1. The Service

- 35.1.1. OntheNet provides a Voice over IP (VoIP) service with a PBX hosted at OntheNet which allows the Customer to make phone calls via a broadband Internet connection.
- 35.1.2. A broadband Internet connection is not included with the Service.
- 35.1.3. All calls are routed via the included VoIP service.
- 35.1.4. The Service includes:
  - 35.1.4.1. One (1) SIP trunk
  - 35.1.4.2. One (1) PBX;
  - 35.1.4.3. A limited set of PBX features as available in the PBX portal. Additional features may be available for an additional fee. Features may change without notice.
  - 35.1.4.4. 10GB storage for call recordings. Additional storage is available at additional cost. Call recordings may be automatically deleted once the storage allocation is full.
  - 35.1.4.5. Hosting of up to five (5) Direct In-Dial (DID) numbers.
  - 35.1.4.6. Unlimited calls to Australian local, national and mobile numbers.
  - 35.1.4.7. Access to the OntheNet Toolbox for viewing call charges and administering some features of the Service;
  - 35.1.4.8. Fax to Email, for sending and receiving faxes via email instead of a traditional fax machine;
  - 35.1.4.9. Access to the PBX portal to administer and manage the PBX features, and
  - 35.1.4.10. All Business Phone PLUS Services include [Level 2 Technical Support](#). Services with the Failover Feature include Level 3 Technical Support as outlined in the General Terms and Conditions.
- 35.1.5. The plan selected determines the maximum number of simultaneous inbound, outbound or internal calls.
- 35.1.6. The Service does not include Priority Assistance Service for life threatening medical conditions.
- 35.1.7. Calls cannot be made to 1900 numbers.
- 35.1.8. Any calls made that exceed twelve (12) hours shall be automatically terminated without notice or warning.
- 35.1.9. The Service must not be used outside Australia.
- 35.1.10. The Service must not be used for telemarketing, call centre functions or similar uses (eg. automated or repeated outbound dialling). OntheNet can disable or cancel the service without notice if such use is observed.
- 35.1.11. OntheNet PBX backups are retained for a limited period of time. Upon Customer request, OntheNet is only able to restore data per service for the immediately preceding 14 days, and give no warranty as to completeness of data. Charges for restoration will apply.
- 35.1.12. The customer accepts and agrees to the terms of the 3CX Phone System Software licence agreement being installed/hosted by OntheNet. This agreement can be viewed at [www.onthenet.com.au/3cx-license-agreement](http://www.onthenet.com.au/3cx-license-agreement)

### 35.2. Customer Service Guarantee (CSG) Waiver

- 35.2.1. OntheNet propose that the Customer waive their protection and rights in full as described on the Order Form and the OntheNet website [www.onthenet.com.au/csg-waiver](http://www.onthenet.com.au/csg-waiver)

- 35.2.2. The Customer is not obliged to waive their protection and rights however, OntheNet may choose not to supply the Service if the Customer does not agree to waive their protection and rights in full.
- 35.2.3. By waiving their protection and rights the Customer agrees that they are not able to make a claim to OntheNet for compensation where the standards have not been met.

35.3. Service Level Agreement (SLA)

- 35.3.1. The Service includes an SLA as outlined below:

Network Availability Target:	99.9%	
Fault Restoration Targets:	Faults in relation to an individual Service such as anomalies in transmission performance and general technical issues and/or enquiries.	8 hours
	Force Majeure events beyond the reasonable control of OntheNet (or another party)	Force Majeure conditions apply and OntheNet will use "best efforts" to restore.

- 35.3.2. Network availability does not include planned Outages where OntheNet notifies, or attempts to notify, the Customer in advance. The OntheNet Fault monitoring system shall be the basis for calculating network availability.
- 35.3.3. Fault Restoration Targets do not apply where the Fault is caused directly or indirectly by:
  - 35.3.3.1. Any act or omission by the Customer or any third party;
  - 35.3.3.2. A planned Outage period (scheduled maintenance);
  - 35.3.3.3. A force majeure event;
  - 35.3.3.4. Unscheduled maintenance in cases of emergency;
  - 35.3.3.5. A Fault of any kind in the Customer's, a Third Party Supplier's or any other third party's facilities, networks or systems; or
  - 35.3.3.6. Components of the Service provided using facilities outside the direct control of OntheNet.
- 35.3.4. No rebates are provided under this Service Level Agreement.
- 35.3.5. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from outages or failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with the Service regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.
- 35.3.6. The SLA covers the physical hardware and software that OntheNet utilises to deliver the Service.
- 35.3.7. Maintenance / Planned Outage periods:
  - 35.3.7.1. OntheNet will give reasonable notice, and will use best efforts to provide the Customer at least seven days notice of any planned Outage periods and the length of any such periods.
  - 35.3.7.2. If the length of any planned Outage period exceeds the length of the Outage period notified by OntheNet, in respect of the excess period only:

- a. It will be deemed to be a Fault which the Customer has reported to OntheNet; and
- b. Service Level Agreements will apply.

#### 35.4. Failover Feature

- 35.4.1. This is an optional feature at additional cost to minimise downtime and data loss. OntheNet does not guarantee zero downtime.
- 35.4.2. OntheNet will provision a standby replica PBX instance off-site. The primary PBX instance is replicated to the standby instance once daily.
- 35.4.3. In the event of a PBX server failure, the Service will resume on the standby PBX instance as soon as practical. The Service will revert to the primary instance once the fault is resolved.
- 35.4.4. Any active calls during a failover event or during restoration of the service will be disconnected.
- 35.4.5. Any changes made via the PBX portal whilst the standby instance is in use will not be applied to the primary instance.
- 35.4.6. To ensure continuity of call recordings the Customer must establish call records archiving to an independent file store location of their choice, between 21:00 and 23:59 daily.
- 35.4.7. Voicemail recordings stored on the standby PBX during the failover period will not be available once the fault is resolved. Voicemail configured to forward recordings via email shall still function during the failover period.
- 35.4.8. The Customer must not make changes to the backup schedule settings in the PBX portal.

#### 35.5. Delivery of the Service / Provisioning

- 35.5.1. Provisioning of the Service begins upon receipt of a completed Order Form and written confirmation of the Customer's requirements.
- 35.5.2. OntheNet does not guarantee a provisioning timeframe.
- 35.5.3. The PBX Digital Receptionist and key settings will be configured according to OntheNet's configuration template and the Customers requirements. The Customer is responsible for configuring additional settings and ongoing management. Higher establishment fees or Consultancy fees may apply for designing and configuring a non-standard or complex solution.
- 35.5.4. When provisioning of the Service is complete OntheNet will provide written confirmation of the Start Date of the Service and Service Details, including username, password and other information required to use the Service.

#### 35.6. Customer Obligations

The Customer is responsible for:

- 35.6.1. Obtaining and maintaining a functional and adequate broadband Internet connection at each Customer site that connects to the Service;
- 35.6.2. Maintaining the confidentiality of the Administrator username and password (where applicable) and any other username and passwords assigned to the Customer.
- 35.6.3. Administrative control and management of PBX features via the PBX portal and third party integrations;
- 35.6.4. Any and all outcomes that occur as a result of any person using the Administrator access.
- 35.6.5. Ensuring that the Service is configured according to the Customer's requirements;
- 35.6.6. All CPE required to use the Service, including telephone handsets or headsets;
- 35.6.7. The security of all CPE and/or software to prevent PBX hacking or fraud;

- 35.6.8. Any costs incurred for calls made with an alternative service provider for any reason;
  - 35.6.9. Storing Service Details in a secure manner;
  - 35.6.10. Keeping the service address up to date via the OntheNet Toolbox;
  - 35.6.11. Checking applicable call rates before making calls;
  - 35.6.12. Monitoring usage and expenditure regularly;
  - 35.6.13. Ensuring that the Customer has an alternative method of making and receiving calls in the event that the Service is not functional;
  - 35.6.14. Obtaining and maintaining public liability insurance insuring the Customer against any liability arising out of or in connection with the Contract and the utilisation of the Service, including cover for business interruption; and
  - 35.6.15. The supply of any "On Hold" music (or any recorded music) that is not included with the Service and for obtaining and maintaining appropriate licencing to use said recordings with the Service. The Customer indemnifies OntheNet for any and all liability associated with the use of music recordings supplied by the Customer or a representative acting on behalf of the Customer.
  - 35.6.16. Ensuring all privacy legislation is met with regard to any call recordings;
- 35.7. Call Rates
- 35.7.1. The Service includes unlimited calls to Australian local, national and mobile numbers.
  - 35.7.2. All other calls will be charged at the Business Phone rates displayed on the OntheNet website. Rates may be flat rate or timed. The Customer is responsible for checking applicable call rates.
  - 35.7.3. OntheNet may change call rates at any time, without notice to the Customer.
  - 35.7.4. All successful calls incur a call charge as per the call rates. A successful call is when it is answered by the called party or by an answering machine, or by other means such as those which provide announcements for wrong number, switched off or disconnected service. Connection to a wrong number is a successful call and will be charged accordingly. The duration of a call is the length of time between when the call is answered and when the call is terminated.
  - 35.7.5. If the Customer enables call forwarding then any calls forwarded will incur call charges.
  - 35.7.6. Call charges will be rounded up to the nearest whole cent.
  - 35.7.7. OntheNet emails usage notifications to the Customer and call charges are available online via the OntheNet Toolbox.
- 35.8. Telephone Numbers
- 35.8.1. The Service supports Australian geographic Direct In-Dial (DID) numbers as well as Freephone (1800) and Local Rate (1300) Numbers.
  - 35.8.2. The Customer may choose to port existing number/s to OntheNet for use with the Service and/or have new number/s allocated to the Service by OntheNet.
  - 35.8.3. 1900 and 13 numbers cannot be ported to OntheNet nor allocated by OntheNet.
  - 35.8.4. Charges apply for the ongoing supply of telephone numbers that are not included in the selected plan/s whether the numbers are allocated by or ported to OntheNet. These charges are outlined on the Order Form and Porting Authority Form.
  - 35.8.5. To port number/s to OntheNet the Customer must first have an active OntheNet Business Phone Plus Service, successfully test the Service inbound and outbound and complete the appropriate Porting Authority Form.

- 35.8.6. The Customer acknowledges that;
  - 35.8.6.1. The Customer has no ownership of the telephone number/s;
  - 35.8.6.2. Cancellation of the Service for any reason will result in immediate loss of all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation of the Service; and
  - 35.8.6.3. The Customer may not be able to port a telephone number away from OntheNet if the gaining provider does not support Out of Area Numbers, or if the gaining provider does not support number portability with OntheNet.
- 35.8.7. Geographic Direct In-Dial (DID) numbers
  - 35.8.7.1. If a new DID number is required, the Customer is able to choose the Australian geographic area/region for the DID number at the time of ordering.
  - 35.8.7.2. OntheNet does not guarantee that it can provide DID numbers for all regions.
  - 35.8.7.3. If the Customer requests an Out of Area Number the Customer acknowledges that:
    - a. Calls made to or from a DID number that is Out of Area may be charged as if the Customer is located in the area/region identified by the DID number and not the area/region the Customer is actually located in; and
    - b. Porting the DID number or range to another service provider in the future may not be possible.
- 35.8.8. Freephone and Local Rate Numbers (FLRN)
  - 35.8.8.1. Freephone (1800) and Local Rate (1300) Numbers are virtual numbers that are routed to a single destination number (answering point).
  - 35.8.8.2. Inbound call charges apply to all calls received by the FLRN (refer to [Call Rates](#)).
  - 35.8.8.3. If the destination number is not a number that is hosted by OntheNet outbound call charges will also apply.
- 35.9. Outbound Caller ID
  - 35.9.1. The Customer is responsible for ensuring their outbound Caller ID is correct.
  - 35.9.2. Freephone and Local Rate Numbers cannot be used as the Outbound Caller ID.
  - 35.9.3. If the number used for outbound Caller ID is not a DID number allocated to the Service, the customer must nominate the number/s for Caller ID masking in accordance with clause 38.8.5.
  - 35.9.4. If a number other than a DID number allocated to the Service or authorised for Caller ID masking is used for outbound Caller ID, or if OntheNet has reasonable cause to believe the Customer does not have authority to use the number, OntheNet reserves the right to terminate the Service without prior notice.
  - 35.9.5. Caller ID masking allows the Customer to present an Australian geographic number, other than a DID number assigned to the Service, as their Caller ID when making calls using the Service.
    - 35.9.5.1. Requests for Caller ID masking are to be submitted online by the Customer via the OntheNet Toolbox.
    - 35.9.5.2. By submitting a request for Caller ID masking the Customer states that they have authority to use the number as their Caller ID.
    - 35.9.5.3. The Customer will be required to authorise each Caller ID masking number every six months via the OntheNet Toolbox.



35.9.5.4. If OntheNet has reasonable cause to believe that the Customer does not have authority to use the number, OntheNet may cease the use of it without prior notice.

#### 35.10. Fax to Email

35.10.1. Fax to Email is an included optional extra which provides the Customer with a mechanism to send and receive faxes via email.

35.10.2. Fax to Email includes unlimited faxes to Australian local and national numbers. All other outbound faxes will incur call charges (refer to Call Rates). Faxes received by the Customer's 1300 or 1800 number will incur call charges (refer to Call Rates).

35.10.3. This feature requires a DID number for inbound faxes. The DID number is not included with this feature therefore additional charges may apply.

35.10.4. The Customer is responsible for the initial configuration and management of their fax settings within the OntheNet Toolbox.

35.10.5. OntheNet does not warrant that this feature will be error free or uninterrupted. OntheNet specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall OntheNet be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.

#### 35.10.6. Outbound faxes

35.10.6.1. Only PDF files are supported. If multiple PDF files are attached to the email they will be sent as separate faxes.

35.10.6.2. The size of the email and attachments must not exceed 50MB.

35.10.6.3. The Customer must nominate the domain name/s they will use when sending faxes via email.

a. The nominated domain name/s must be registered to the Customer.

b. If the Customer has multiple Services the same domain name cannot be nominated for different Services.

c. The Customer acknowledges and understands that anyone with the ability to send an email from the nominated domain name/s has the potential to send faxes on behalf of the Customer.

35.10.6.4. The Customer is responsible for the archiving and/or back up of their sent emails. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.

35.10.6.5. Faxes cannot be sent to 1900 numbers.

#### 35.10.7. Inbound faxes

35.10.7.1. Faxes that are sent to the Customer's fax number/s are received by OntheNet, converted to PDF and sent as an email attachment to the email address nominated by the Customer.

35.10.7.2. To receive faxes the Service must have a DID number forwarded to an email address nominated by the Customer.

35.10.7.3. The Customer understands that DID number/s forwarded to an email address can only be used to receive faxes and cannot be used to receive voice calls.

35.10.7.4. The Customer is responsible for providing and maintaining the email address/mailbox that is to receive faxes and for the archiving and/or back up of all fax messages received. OntheNet is unable to provide a copy of the fax should the email and/or attachment be deleted or lost.

35.10.7.5. The Customer understands that in some circumstance faxes will be unable to be received by the Customer and the original sender of the fax will be unaware. E.g. the sender will not receive a failed fax notification if the email address provided by the Customer is invalid or the mailbox is full.

#### 35.11. Availability of the Service

35.11.1. The Customer understands that access to, and quality of, the Service can be affected by factors, including, but not limited to:

35.11.1.1. Poor performance of the Customer's broadband connection;

35.11.1.2. Poorly performing or configured CPE

35.11.1.3. Excessive simultaneous usage of the Customer's broadband connection;

35.11.1.4. The speed and quality of the Customer's broadband connection;

35.11.1.5. Power failure, or the Customer's broadband connection not functioning for any reason; or

35.11.1.6. Suspension or termination of the Service by OntheNet.

35.11.2. OntheNet is not liable for any delays, failures or interruptions to the Service, or degradation of voice quality.

35.11.3. International Calls are disabled by default. The Customer must enable this feature using the Toolbox.

#### 35.12. Dialling 000 Emergency Services

35.12.1. The Customer acknowledges and understands that if the Service is unavailable due to any reason such as those in clause 39.10, it will prevent successful connection to the 000 emergency services. For this reason, OntheNet recommend that the Customer has an alternative method of making calls, such as a mobile telephone.

35.12.2. For the Customer's service address to be able to be displayed to the emergency services operator when calling 000 emergency services:

35.12.2.1. The outbound Caller ID must not be "Private"; and

35.12.2.2. The Customer must keep the service address up to date via the OntheNet Toolbox.

35.12.3. OntheNet cannot guarantee that the Customer's service address will be displayed to an emergency services operator.

#### 35.13. Service Modifications

35.13.1. The PBX portal and OntheNet Toolbox allows the Customer to modify features of the Service. [Consultancy fees](#) may apply for OntheNet to change the configuration of the Service on the customers behalf.

35.13.2. A Modification Form is required to:

a. Change plan (eg simultaneous call limits)

b. Change storage quota

c. Add/remove DID numbers

35.13.3. Plan downgrades can only be effected at annual anniversary dates of the Start Date of the service. A modification form must be received by OntheNet at least 30 days prior to the anniversary date.

35.13.4. Plan upgrades can be processed within 7 days, with the new plan rate being applied at a pro rata price for the balance of that month.

- 35.14. Contract Term / Changes and Cancellation of the Service
- 35.14.1. A 36 month Contract Term is applicable to the service as per the order form.
  - 35.14.2. The Contract Term begins from the Start Date of the Service.
  - 35.14.3. Upon completion of the Contract Term OntheNet will cancel the service unless the customer has submitted a 36 month contract renewal request prior to the contract end date.
  - 35.14.4. Cancellation of the Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly fees to complete the Contract Term.
  - 35.14.5. The Customer acknowledges that the Cancellation Fee as calculated in accordance with these Terms and Conditions constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
  - 35.14.6. Discontinuing the use of the Service by the Customer does not automatically lead to Cancellation of the Service.
  - 35.14.7. Cancellation requests must be submitted in writing by an Authorised Representative and must include the Service ID and the required Cancellation date.
  - 35.14.8. When any optional extras are Cancelled the monthly fee/s for the month in which the Cancellation occurs is not pro-rated or refundable.
  - 35.14.9. Customers are liable for all fees and charges incurred until such time that Cancellation is completed by OntheNet.
  - 35.14.10. Cancellation of the Service for any reason will result in immediate loss of any and all telephone numbers associated with the Service unless ported away from OntheNet by the Customer, prior to Cancellation.
- 35.15. Billing, Fees and Charges
- 35.15.1. Establishment Fees and monthly fees apply for the Service and any optional features selected on the Order Form
  - 35.15.2. OntheNet reserves the right to increase the Establishment Fee if, in the opinion of OntheNet, additional or onerous requirements are identified. The customer has the right to cancel the order without further cost.
  - 35.15.3. All Establishment Fees and hardware purchases are invoiced upon receipt of a completed Order Form and are payable prior to the Service Details and hardware being supplied by OntheNet.
  - 35.15.4. All monthly fees are payable in advance each month.
  - 35.15.5. The billing anniversary date is 1st monthly.
  - 35.15.6. The invoice date may not necessarily be the same date as the billing anniversary date.
  - 35.15.7. Call charges for calls not included in the plan are billed monthly in arrears on the following month's invoice.

## **OTHER SERVICES**

### **36. Managed Hardware**

#### 36.1. The Service

- 36.1.1. OntheNet is providing a Service for the configuration and management of Cisco modem/router and firewall products.
- 36.1.2. There are two Managed Hardware Services available, and a Managed Firewall Service:
  - 36.1.2.1. Managed Rented (OntheNet-owned) Hardware
    - a. OntheNet-owned hardware is managed by OntheNet and rented to the Customer for a specified Term.
  - 36.1.2.2. Managed Customer-owned Hardware
    - a. Approved Customer-owned hardware is managed by OntheNet for a specified Term.
  - 36.1.2.3. Managed Firewall
    - a. Approved firewall devices are managed by OntheNet for a specified Term.
- 36.1.3. Managed Hardware Services are available only with Cisco routers approved by OntheNet engineers and it is a requirement that hardware must be managed exclusively by OntheNet.
- 36.1.4. Managed Hardware and Managed Firewall Services include the following:
  - 36.1.4.1. Initial configuration (based on pre-defined requirements, 30 minutes maximum per device).
  - 36.1.4.2. Moves, Adds, Changes (MAC's)/minor configuration changes such as:
    - a. Static route changes;
    - b. NAT changes;
    - c. Access-list changes;
    - d. DHCP changes;
    - e. IP addressing changes;
    - f. IPSec VPN username additions or password changes;
    - g. QoS configuration changes (where applicable).
  - 36.1.4.3. Configuration changes:
    - a. Are limited to five configuration changes per device per month.
    - b. Must be submitted via email, and have a target completion timeframe of next business day.
    - c. Outside the scope of the included MAC's incur standard [Consultancy Services](#) rates.
  - 36.1.4.4. Proactive Monitoring during OntheNet Technical Support hours and Reactive Monitoring after hours unless otherwise specified on the Order Form.
  - 36.1.4.5. Automated device configuration backups.
  - 36.1.4.6. IOS/OS Upgrades - Only where made freely available by the vendor (otherwise a Customer SMARTnet contract is needed) for bugs or vulnerabilities assessed as requiring action by OntheNet. Upgrade to be performed only within the flash-RAM limits of the device.

- 36.1.4.7. Where applicable and provided in conjunction with Private Links Services, and where required by the Customer, also includes the following in addition to delivery and supply:
  - a. A phone call to Site (or each Site if multiple) to confirm receipt of hardware;
  - b. Work with an onsite contact to connect the modem/router and confirm sync/base connectivity;
  - c. Check from OntheNet end that router is logged in as part of Private Network.
- 36.1.5. Additionally, the Managed Hardware Services include:
  - 36.1.5.1. Managed Rented (OntheNet-owned) Hardware
    - a. Escalation of vendor hardware and software issues;
    - b. Cisco SMARTnet support service (for OntheNet non-core routers).
  - 36.1.5.2. Managed Customer-owned Hardware
    - a. Escalation of vendor hardware and software issues - only if Cisco SMARTnet applies (and after support case has initially been logged by the Customer/SMARTnet contract owner).
- 36.1.6. For Managed Rented Hardware, the hardware model to be supplied is based on the Customer's requirements. If deemed appropriate, OntheNet may provide an alternate model to that which is agreed upon. Only hardware that is interchangeable and that meets the Customer's requirements will be used.
- 36.2. Customer Obligations
  - 36.2.1. The Customer is responsible for:
    - 36.2.1.1. Providing the complete and detailed network information necessary for OntheNet to perform the Managed Hardware Services.
    - 36.2.1.2. Providing physical and/or remote access to the hardware and/or network to OntheNet for modification, and/or maintenance as required.
  - 36.2.2. Managed Rented Hardware
    - 36.2.2.1. The Customer:
      - a. Agrees to provide exclusive access and control of the Managed Hardware to OntheNet.
      - b. Must not do anything with the Managed Rented Hardware which may be contrary to OntheNet's rights of ownership;
      - c. Must not part with possession of, nor create any security interest of any kind over, any Managed Rented Hardware without OntheNet's prior written consent;
      - d. Must comply with all OntheNet's reasonable directions in respect of any Managed Rented Hardware;
      - e. Must not allow any Managed Rented Hardware to be altered, repaired, serviced or moved other than by personnel approved by OntheNet;
      - f. Is responsible for any risk of loss or damage associated with Managed Rented Hardware located or installed on any Customer Sites; and
      - g. Acknowledges that the Managed Rented Hardware is and remains the property of OntheNet.



- d. Where the Customer has agreed to take a SMARTnet contract, the contract will be ordered by OntheNet on the Customer's behalf but will be issued in the Customer's name. All support cases must initially be logged by the Customer and renewals are the responsibility of the Customer.
- 36.4.4. Next day hardware sparing applies only if the fault/issue is logged before 4pm any business day.
- 36.4.5. While OntheNet is managing the hardware, the Customer will not have administrative access to the routers until such time as the service is cancelled.
- 36.4.6. OntheNet technical staff must have remote access to hardware if located at the Customer premises.
- 36.5. Contract Term / Cancellation of the Service
  - 36.5.1. The minimum Term for Managed Hardware services is 24 months.
  - 36.5.2. The minimum Term for Managed Firewall services is 12 months unless otherwise approved by OntheNet.
  - 36.5.3. Should a Service be cancelled for any reason prior to the Contract End Date the Customer shall pay a Cancellation Fee equal to the balance of the total remaining monthly fees for that Service in full.
  - 36.5.4. The Customer acknowledges that the cancellation fee, as calculated in accordance with the Managed Hardware Services Terms and Conditions, constitute a genuine estimate of OntheNet's financial loss in the event that the services are cancelled prior to the end of the contract Term.
  - 36.5.5. If the Customer notifies OntheNet of Service Cancellation, the prepaid monthly access fee for the month in which the Cancellation occurs is not refundable. The Cancellation request must be received by OntheNet in writing 30 full business days before required.
  - 36.5.6. Cancellation requests should be submitted in writing by an Authorised Representative and must include the relevant service details and the required Cancellation date.
- 36.6. Limit of Liability (Managed Firewall)
  - 36.6.1. OntheNet makes all reasonable efforts to ensure the provided solution, which is tailored to the individual Customer's network and data access requirements, is as secure from current internet-based threats as is both reasonable and practicable, working within constraints of network access required or imposed by the Customer.
  - 36.6.2. At the conclusion of provisioning, whilst OntheNet continue to manage the Firewall system, other elements on the network under the Customer's control may pose security risks. OntheNet therefore is not liable for security incidents or compromises on the Customer network.
  - 36.6.3. The Customer understands and agrees that OntheNet shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from:
    - 36.6.3.1. The use of the inability to use the service by the Customer;
    - 36.6.3.2. Ineffective or incomplete implementation of firewall policy;
    - 36.6.3.3. Unauthorised access to or alteration of the firewall hardware;
    - 36.6.3.4. New threat mechanisms that allow unauthorised individuals to compromise the firewall.



### 36.7. Fees and Charges

#### 36.7.1. Managed Hardware (Rented and Customer-owned)

- 36.7.1.1. The Establishment Fee for Managed Hardware Services is provided by quotation.
- 36.7.1.2. Managed Hardware attracts a monthly fee per device, payable in advance. The monthly access fee for Managed Hardware service is provided by quotation.

#### 36.7.2. Managed Firewall

- 36.7.2.1. OntheNet Consultancy Services will apply for assessment of Customer requirements/appropriate firewall configuration.
- 36.7.2.2. OntheNet charge a fixed monthly fee for the Managed Firewall Service, payable in advance.
- 36.7.2.3. [Consultancy Services](#) charges may apply for major configuration changes or those in excess of the included monthly amount.

## 37. Network Reporting

### 37.1. The Service

- 37.1.1. The Customer is given access to an online portal to view information about the status and performance of Internet or Private Link services that are provided to the Customer by OntheNet.
- 37.1.2. Network Reporting is only available to Customers with compatible [Managed Hardware](#) and/or other compatible OntheNet managed firewall services.
- 37.1.3. Network Reporting includes:
  - 37.1.3.1. Read only access to an online portal for up to 3 users;
  - 37.1.3.2. Historical interface reports and graphs of up to 100 compatible managed devices/firewalls;
  - 37.1.3.3. Configuration of up to 10 rules to notify the Customer of specific issues via the portal or email (eg up/down status, threshold exceeded) with SMS notifications available for an additional fee;
  - 37.1.3.4. Secure access. The Customer will only be able to access the portal from within their Private Links WAN or LAN;
  - 37.1.3.5. [Level 3 Technical Support](#) as outlined in the General Terms and Conditions.
- 37.1.4. Node Reporting is an optional feature that provides access to the most recent 30 days of summarised NetFlow data that is collected from specific network interfaces (nodes) within the Customer's network.

### 37.2. Customer Obligations

- 37.2.1. The Customer is responsible for:
  - 37.2.1.1. Specifying the managed devices that are to be monitored for Network Reporting, and in the case of Node Reporting, the network interfaces from which NetFlow data is to be collected;
  - 37.2.1.2. Advising what rules (if any) are to be configured and the recipient of any email or SMS notifications;
  - 37.2.1.3. Any outcomes arising out of or in connection with any person accessing the online portal using the assigned username and password.
  - 37.2.1.4. Reviewing and analysing the information presented.

- 37.3. Delivery of Service/Provisioning
  - 37.3.1. OntheNet will provide the Customer with a username and password for up to 3 users to access the online portal.
  - 37.3.2. OntheNet does not guarantee a provisioning timeframe.
  - 37.3.3. The Start Date of the Service is the date that login details are provided to the Customer.
- 37.4. Service Modifications
  - 37.4.1. The Customer must complete a Modification Form to add or remove the Node Reporting feature or change the number of nodes required.
  - 37.4.2. All other modification requests must be submitted via email to [operations@onthenet.com.au](mailto:operations@onthenet.com.au).
- 37.5. Contract Term / Cancellation of the Service
  - 37.5.1. The minimum Contract Term for the Service is 12 months.
  - 37.5.2. Should the Service be cancelled for any reason prior to the Contract End Date the Customer shall pay a Cancellation Fee equal to the balance of the total remaining monthly fees for the Service in full.
  - 37.5.3. The Customer acknowledges that the Cancellation Fee, as calculated in accordance with these Terms and Conditions, constitutes a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the end of the Contract Term.
  - 37.5.4. If the Customer notifies OntheNet of Service Cancellation, the monthly fee/s for the month in which the Cancellation occurs is payable in full. The Cancellation request must be received by OntheNet in writing 5 full business days before required.
  - 37.5.5. Cancellation requests should be submitted in writing by an Authorised Representative and must include the relevant service detail and the required Cancellation date.
- 37.6. Billing, Fees and Charges
  - 37.6.1. Monthly fees apply from the Start Date of the Service and are payable in advance.

## 38. Quality of Service (QoS)

- 38.1. The Service
  - 38.1.1. Quality of Service (QoS) is applied to [Private Links Services](#), allowing the Customer to prioritise IP traffic based on business requirements. QoS allows IP traffic to be classified into different classes so that it can be queued appropriately over access links to and from Customer Sites.
  - 38.1.2. There are two QoS profiles – Data and Voice.
  - 38.1.3. The Customer must also purchase a [Managed Hardware Service](#) to use QoS, and the CPE/hardware must be managed by OntheNet for the Term of the agreement.
  - 38.1.4. Includes [Technical Support](#) as outlined in the General Terms and Conditions.
- 38.2. Customer Obligations
  - 38.2.1. Customers are responsible for:
    - 38.2.1.1. Providing OntheNet with their locally defined mission critical data for initial configuration of QoS.
    - 38.2.1.2. Ensuring that all traffic received on the LAN interface of the CPE is not marked to a higher precedence level than the industry standard for that type of traffic (ie. the Cisco Baseline Marking Recommendations).

38.3. Availability of Service

38.3.1. QoS is only available with [Private Links Services](#) which can be delivered over multiple Broadband technologies and may not be available with all Private Links Services.

38.3.2. Private Links with QoS is not available with a Private Link 64Kbps speed service.

38.4. Provisioning Timeframe / Delivery of Service

38.4.1. QoS typically takes up to 10 business days to provision in full. The provisioning timeframe for the underlying technology varies and is dependent on the technology type.

38.4.2. OntheNet does not guarantee any provisioning timeframe.

38.5. Service Level Agreement (SLA)

38.5.1. OntheNet provide a Service Level Agreement (SLA) for individual Private Links with QoS Services. If during any one calendar month the Customer experiences total Outages greater than four hours in length, the following rebates will be provided as credit.

38.5.2. For BusinessFibre based Private Links with QoS Services:

Service Unavailability (Total Hours per month)	Rebate
0 – 4 hours	Nil
Greater than 4 hours but less than or equal to 6 hours	5% of the Monthly Access Fee
More than 6 hours	10% of the Monthly Access Fee

38.5.3. Note that Service unavailability does not include planned Outages where OntheNet notifies, or attempts to notify, Customers in advance. The OntheNet Fault monitoring system shall be the basis for calculating Service availability

38.5.4. Rebates will only be provided upon submission of a Rebate Request Form. The request should be received by OntheNet within 10 days of the end of the calendar month in which the Outage occurred. Upon receipt of the request, investigations will be undertaken. If valid, rebate will be provided in the form of a credit applied to the Customer's account. The rebate corresponds to the accumulated Service unavailability within a calendar month and can only be claimed once per month.

38.5.5. Notwithstanding any other provision of the Agreement, the Customer will not be entitled to a rebate where OntheNet's failure to achieve the relevant Service Levels, is caused directly or indirectly by:

38.5.5.1. Any act or omission by the Customer or any third party;

38.5.5.2. Scheduled maintenance;

38.5.5.3. A force majeure event;

38.5.5.4. Unscheduled maintenance in cases of emergency; or

38.5.5.5. Components of the Service provided using facilities outside the direct control of OntheNet.

- 38.5.6. The Customer acknowledges and agrees that the Service Rebates represent a genuine and reasonable pre-estimate of the Customer's maximum loss arising from OntheNet's failure to operate the Private Links Services in accordance with the Service Level Agreement. OntheNet will not be liable to the Customer for any loss of profits, loss of use, loss of contracts, loss of sales or damages from failure to supply Services, or for any indirect, economic, special or consequential damages arising out of or in connection with this Agreement and/or the Private Links Services regardless of whether liability is based on any breach of contract, tort (including negligence) warranty, statute, or any other basis of liability.
- 38.5.7. OntheNet recommend that QoS be applied to the whole Private Link Network.
- 38.5.8. Where the Customer does not purchase QoS on all links in a network, then the Customer:
  - 38.5.8.1. Acknowledges that the non QoS-enabled Sites may adversely affect the performance of the priority traffic at the QoS-enabled Sites.
  - 38.5.8.2. Agrees to remark all traffic towards OntheNet to 'default' priority at the non QoS-enabled Sites.
- 38.5.9. For Private Links with QoS Services where OntheNet cannot guarantee the maximum sync speed (eg. ADSL and some NBN services), a QoS shaper may be applied for download traffic resulting in a reduction in the download speed of the Customer's Service.
- 38.6. Term of Agreement / Termination of Agreement
  - 38.6.1. The standard Term for Private Links with QoS is 24 months from the Start Date as advised by OntheNet in writing.
  - 38.6.2. Cancellation or termination of any of the individual Service/s prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly access fees, due and payable by the Customer upon cancellation.
  - 38.6.3. The Customer acknowledges that the Cancellation fees as calculated in accordance with the Private Links Terms and Conditions constitute a genuine estimate of OntheNet's financial loss in the event that the Service/s are cancelled prior to the Contract End Date.
  - 38.6.4. OntheNet requires 30 days written notice for Cancellation of Private Links with QoS Services. The monthly access fee for the month in which the Cancellation occurs is not refundable. Any applicable Cancellation Fee will be charged, and is due immediately.
  - 38.6.5. If the Customer wishes to cancel the Service at the end of their current billing period, the Cancellation request must be received in writing by OntheNet no less than 30 days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 38.7. General Fees and Charges
  - 38.7.1. An Establishment Fee is applicable to all Private Links with QoS Services.
  - 38.7.2. OntheNet charge a monthly access fee for each individual Private Links with QoS Service. Access fees are billed monthly in advance. The invoice date may not necessarily be the same as the billing anniversary date.
  - 38.7.3. The Managed Hardware Service is a fixed monthly fee per device, charged separately, POA. The managed hardware monthly fee is provided by quotation.
  - 38.7.4. There is no fee to change from one QoS profile to another.
  - 38.7.5. The billing anniversary date is 1st monthly.

## 39. Consultancy Services

- 39.1. The Service
  - 39.1.1. OntheNet offer Consultancy Services including but not limited to:
    - 39.1.1.1. Security audits;

- 39.1.1.2. Network design;
  - 39.1.1.3. Cisco equipment configuration;
  - 39.1.1.4. Cisco firewall configurations;
  - 39.1.1.5. Network Performance audits;
  - 39.1.1.6. Disaster recovery planning;
  - 39.1.1.7. VStrata backup restoration;
  - 39.1.1.8. VStrata customised Windows Updates.
- 39.1.2. The range of Consultancy Services offered may vary from time to time without notice.
- 39.1.3. OntheNet provide consultancy based Services on the following terms:
- 39.1.3.1. Project Consultancy Service
    - a. Quotation basis;
    - b. Agreed project cost and timeframe.
  - 39.1.3.2. Casual Consultancy Service
    - a. Billed at an hourly rate, in 15 minute increments for work performed during OntheNet business hours, and in hourly increments outside those hours;
    - b. Minimum two business days notice;
    - c. Subject to availability of OntheNet staffing and resources.
  - 39.1.3.3. Emergency Consultancy Service
    - a. Short notice Service required to resolve an immediate problem only;
    - b. Billed at call out fee plus an hourly rate;
    - c. Subject to availability of OntheNet staffing and resources.
  - 39.1.3.4. VStrata Consultancy Service (VConsult)
    - a. Only for scheduled VStrata-related consultancy during OntheNet business hours.
    - b. Billed hourly, or part thereof, in 15 minute increments.
    - c. Includes, but is not limited to, VPS application installation assistance, migration assistance, backup restoration and customised windows updates.
- 39.2. Delivery of the Service
- 39.2.1. Project Consultancy Service
    - 39.2.1.1. OntheNet will prepare a Proposal or Customised Agreement outlining key information relating to the project. The Proposal or Customised Agreement may include:
      - a. Scope of works;
      - b. Network diagrams;
      - c. Functionality;
      - d. Supporting documentation;
      - e. Timeframes and key dates;
      - f. Dependencies;



- 39.4.2. Casual Consultancy Service
- 39.4.2.1. OntheNet will advise the rate prior to commencement of the Casual Consultancy Service.
- 39.4.2.2. Charges apply in 15 minute increments for work performed during OntheNet business hours, and in hourly increments outside those hours.
- 39.4.2.3. Blocks of Casual Consultancy Service hours can be purchased, payable in advance at a discounted rate, for use within 12 months.
- 39.4.2.4. Charges are invoiced in arrears on completion of the Service.
- 39.4.3. Emergency Consultancy Service
- 39.4.3.1. OntheNet will advise the set hourly rate prior to commencement of the Emergency Consultancy Service, payable in one hour increments.
- 39.4.3.2. A call out fee equivalent to one hour applies.
- 39.4.3.3. Charges are invoiced in arrears on completion of the Service.
- 39.4.4. VStrata Consultancy Service (VConsult)
- 39.4.4.1. Billed hourly, or part thereof, charged in 15 minute increments.
- 39.4.4.2. Charges are invoiced in arrears on completion of the Service.
- 39.4.5. Consultancy Fees
- 39.4.5.1. Where the Customer requests Consultancy Services, charges apply as below.

Casual Consultancy Service	Senior Engineers:
	<ul style="list-style-type: none"> <li>▪ \$250/hour;</li> <li>▪ Charged in 15 minute increments for work performed during OntheNet business hours, including travel time. Outside these hours, see Emergency Consultancy Service;</li> <li>▪ \$1800/day (8 hours);</li> <li>▪ \$220/hour for pre-purchased bulk (10+) hours, for use within 12 months.</li> </ul>
	Other Technical Support staff:
	<ul style="list-style-type: none"> <li>▪ \$180/hour;</li> <li>▪ Charged in 15 minute increments for work performed during OntheNet business hours, including travel time. Outside these hours, see Emergency Consultancy Service;</li> <li>▪ \$1080/day (8 hours);</li> <li>▪ \$150/hour for pre-purchased bulk (10+) hours, for use within 12 months.</li> </ul>
Emergency Consultancy Service	<ul style="list-style-type: none"> <li>▪ \$250/hour;</li> <li>▪ Charged in hourly increments; including travel time;</li> <li>▪ Plus once-off \$250 call-out fee.</li> </ul>
VStrata Consultancy Service (VConsult)	<ul style="list-style-type: none"> <li>▪ \$180/hour</li> <li>▪ Charged hourly, or part thereof, in 15 minute increments.</li> <li>▪ Only for scheduled VStrata-related consultancy during OntheNet business hours.</li> </ul>
<i>All charges include GST.</i>	



- 39.4.5.2. The higher fee applies for senior engineers. Attending staff will be determined on a case-by-case basis at the discretion of OntheNet, dependent on OntheNet resources at time of request and type of work required.

#### **40. Managed SD-WAN**

##### 40.1. The Service

- 40.1.1. OntheNet provides a software-defined, wide area network (SD-WAN) via OntheNet managed Appliance/s.
- 40.1.2. OntheNet must provide the primary Business Internet service at each Site and the Terms and Conditions of the Internet service/s apply independently.
- 40.1.3. The Service includes:
  - 40.1.3.1. Centralised Appliance management with visibility of all Sites that form the WAN;
  - 40.1.3.2. A distributed policy to automatically determine WAN path selection and traffic prioritisation;
  - 40.1.3.3. Managed Appliance/s, either rented from OntheNet or Customer Owned. Each managed Appliance is treated as an individual Service;
  - 40.1.3.4. Next Generation Firewall and choice of Security Licence bundles;
  - 40.1.3.5. All initial and ongoing hardware and software configuration as agreed between the Customer and OntheNet;
  - 40.1.3.6. Access to the OntheNet Toolbox to request moves, adds or changes;
  - 40.1.3.7. Level 3 Technical Support as outlined in the General Terms and Conditions; and
  - 40.1.3.8. Proactive Monitoring during OntheNet technical support hours and Reactive Monitoring after hours unless otherwise specified on the Order Form.
- 40.1.4. Additional options are available upon request. Additional cost and Contract Terms may apply.

##### 40.2. Customer Obligations

- 40.2.1. The Customer is responsible for:
  - 40.2.1.1. Providing the complete and detailed network information necessary for OntheNet to configure the Service;
  - 40.2.1.2. The allocation and implementation of Local Area Network IP addressing for each Site;
  - 40.2.1.3. The security of their network, including the control, access and use of CPE, usernames, and passwords; and
  - 40.2.1.4. Submitting requests via the OntheNet Toolbox for moves, adds or changes to the SD-WAN and/or security policy.
  - 40.2.1.5. Managing all related Internet and Failover Services and the suitability, performance, and security of those Services.
- 40.2.2. Managed Rented Appliance
  - 40.2.2.1. If the Appliance is operating on hardware, the Customer:
    - a. Acknowledges that the Appliance and hardware is and remains the property of OntheNet;

- b. Agrees to provide exclusive access and control of the Appliance and hardware to OntheNet;
- c. Must not do anything with the Appliance or hardware which may be contrary to OntheNet's rights of ownership;
- d. Must not part with possession of, nor create any security interest of any kind over, the Appliance or hardware without OntheNet's prior written consent;
- e. Must comply with all OntheNet's reasonable directions in respect of the Appliance or hardware;
- f. Must not allow the Appliance or hardware to be altered, repaired, serviced or moved other than by personnel approved by OntheNet;
- g. Is responsible for any risk of loss or damage associated with the Appliance or hardware located or installed on any Customer Sites; and
- h. Is responsible, at their cost, for return of the hardware (device, power supply and any ancillary components) at the conclusion/or termination of the agreement or at the request of OntheNet. Failure to return all required components will result in charges to the Customer.

40.2.2.2. If the Appliance is operating in a virtual environment, the Customer:

- a. Acknowledges that the Appliance is and remains the property of OntheNet;
- b. Agrees to provide exclusive access and control of the Appliance to OntheNet;
- c. Must not do anything with the Appliance which may be contrary to OntheNet's rights of ownership;
- d. Must not part with possession of, nor create any security interest of any kind over, the Appliance without OntheNet's prior written consent;
- e. Must comply with all OntheNet's reasonable directions in respect of the Appliance; and
- f. Must not allow the Appliance to be altered other than by personnel approved by OntheNet.

40.2.3. Managed Customer-owned Appliance:

40.2.3.1. The Customer agrees to:

- a. Provide exclusive access and control of the Appliance to OntheNet;
- b. Provide remote and/or site access as required by OntheNet to allow OntheNet to comply with any modification or maintenance obligations in relation to the Customer's equipment; and
- c. Maintain any hardware, software or licences associated with the Appliance in a timely manner to ensure continuity of the Service/s.

40.3. Delivery of Service / Provisioning

- 40.3.1. OntheNet is not responsible for provisioning delays due to any third-party dependencies, provisioning of broadband services or any other circumstance beyond its control.
- 40.3.2. Each managed Appliance shall be deemed to be individually installed, ready for use and chargeable from the date OntheNet provides written confirmation that provisioning of the Service is complete (known as the Start Date).

40.3.3. If the Customer withdraws an order prior to the Start Date, fees may apply to cover costs incurred by OntheNet. Orders can only be withdrawn prior to the Start Date of the Service.

#### 40.4. Site Requirements

##### 40.4.1. Environment at Customer Site

40.4.1.1. The Customer must:

- a. Provide a suitable environment (to OntheNet's reasonable satisfaction) at the Customer Site for the proper installation and operation of any OntheNet equipment;
- b. Provide all other equipment, including but not limited to, rack space, routers, cabling, etc; and
- c. Ensure that a suitable power supply (to OntheNet's reasonable satisfaction) is available at all times to enable the proper operation of any OntheNet equipment located or installed on the Customer premises.

#### 40.5. Support

40.5.1. After initial implementation of the Service, OntheNet will provide full support for the purpose of fine tuning for a period of 30 days, after which, ongoing maintenance and support of the initial configuration continues with a limit of five configuration changes per Appliance per month.

40.5.2. In the event of a fault with a managed Appliance that is operating on hardware, replacement or loan hardware will be supplied to the Customer as follows:

##### 40.5.2.1. Managed Rented Appliance

- a. Core Hardware:
  - i. A replacement will be sent next business day to Site if the fault is logged before 4pm any business day.
  - ii. The replacement hardware supplied is at OntheNet's discretion and may not be the same model as the original model supplied by OntheNet. Only hardware that is interchangeable with the original model and that meets the Customer's requirements will be used as replacement hardware.
- b. Non-core hardware will include a vendor support service as specified on the Order Form.

##### 40.5.2.2. Managed Customer-owned Appliance

- a. Core Hardware:
  - i. Temporary loan hardware will be sent next business day to Site if the fault is logged before 4pm any business day.
  - ii. The loan hardware supplied is at OntheNet's discretion and may not be the same model as the original model supplied by OntheNet. Only hardware that is interchangeable with the original model and that meets the Customer's requirements will be used as loan hardware.
- b. Non-Core Hardware:
  - i. OntheNet is not responsible for providing replacement or loan hardware.
  - ii. The Customer is responsible for obtaining vendor support or carrying their own spare hardware.

- iii. If the Customer purchases vendor support via OntheNet it will be supplied in the Customer's name. All support cases must initially be logged with the vendor by the Customer and renewals are the responsibility of the Customer.

#### 40.6. Contract Term / Cancellation of the Service

- 40.6.1. A Contract Term applies to each managed Appliance and some additional options.
- 40.6.2. The minimum Contract Term is 36 months from the Start Date unless specified otherwise on the Order Form.
- 40.6.3. Cancellation of any individual Service prior to the Contract End Date shall incur a Cancellation Fee equal to the total of the remaining monthly access fees, due and payable immediately upon Cancellation.
- 40.6.4. The Customer acknowledges that the Cancellation Fee as calculated in accordance with the Terms and Conditions constitute a genuine estimate of OntheNet's financial loss in the event that the Service is cancelled prior to the Contract End Date.
- 40.6.5. OntheNet require 30 days written notice for Cancellation of Service. The monthly access fee for the month in which the Cancellation occurs is payable in full.
- 40.6.6. To cancel a Service at the end of the current billing period, the Cancellation request must be received in writing by OntheNet no less than 30 days prior to the billing anniversary date, otherwise the next billing period will commence and another month's access fee will apply.
- 40.6.7. The Customer is responsible, at their cost, for the return of any OntheNet rented hardware upon Cancellation of the Service. If the hardware is not returned to OntheNet within ten (10) business days following Cancellation of the Service, an invoice will be issued to the Customer for the value of the hardware, payable in seven (7) days.

#### 40.7. Service Modifications

- 40.7.1. To modify the Service the Customer must submit an SD-WAN Modification Form at least five (5) business days prior to the date the changes are required. A new Contract Term and additional fees may apply.
- 40.7.2. Any configuration requests must be submitted via the OntheNet Toolbox. A response target of four (4) business hours is applicable. Fees may apply for configuration requests that exceed the limit specified in clause [41.5.1](#).
- 40.7.3. Any relocation or changes to the associated internet services may require changes to the SD-WAN Service.

#### 40.8. Billing, Fees and Charges

- 40.8.1. When an Establishment Fee applies, it is payable prior to the Order being processed by OntheNet.
- 40.8.2. A monthly access fee applies for each individual Service, payable in advance from the Start Date of each individual Service.
- 40.8.3. The billing anniversary date is 1st monthly. The first invoice will reflect the pro-rata period between the Start Date and end of month, to bring the account in line with the billing anniversary date.

## Section 4 – Customised Agreement Terms and Conditions

### 41. Customised Agreements

- 41.1. There are additional and/or modified products and services that OntheNet supplies via a Customised Agreement.
- 41.2. Where OntheNet supplies a Service/s to the Customer via a Customised Agreement:
  - 41.2.1. The additional and/or modified Terms and Conditions will be outlined in the Customised Agreement;
  - 41.2.2. The standard OntheNet Terms and Conditions also apply;
  - 41.2.3. In the event of a conflict, the Customised Agreement Terms and Conditions take precedence over the standard OntheNet Terms and Conditions.