

Terms & Conditions

Terms and Conditions for services supplied by Airflux Communications (ABN 14 217 868 590).

1. Agreement

1.1. An agreement is formed when you apply to acquire a service from us and we accept your application. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.

1.2. The agreement consists of:

- (a) Your application;
- (b) The plan or other documentation provided to you outlining terms relating to the service;
- (c) These Terms and Conditions.

2. Period of the Agreement

2.1. The agreement commences when your application is accepted by us.

2.2. All contracts are fixed period contracts, the agreement will continue until it is terminated by either party with 30 days' prior notice.

3. Changes to the Agreement

3.1. We may change the agreement in the following circumstances:

- (a) Where you agree to the change;
- (b) Where the change will not adversely affect you and before the changes take effect, we have given you notice of the change;
- (c) Where the change is to introduce or vary a fee or charge to pass on a tax or levy imposed by law and, before the changes take effect, we have given you notice of the change;
- (d) Where we provide to you not less than 21 days' notice of the change.

3.2. We may withdraw any plans/packages at any time by giving you notice. Any changes will only take effect from the end of any current fixed-period contract.

3.3. If we alter the agreement, you may cancel the contract within 21 days of the date of the change, without incurring charges, other than usage charges and any outstanding amounts.

3.4. Your ongoing use of the service after an alteration, on the expiry of the 21 day period, is deemed acceptance of that change.

4. Applications

4.1. You warrant that information provided to us in the application is true and correct. You agree that, if you provide incorrect information during an application which is then relied upon and used, you may be liable for any costs incurred.

4.2. An application for Service may be refused by us if:

- (a) There is any technical limitation to our ability to provide you the service;
- (b) You have not completed an application process correctly or have been unwilling to provide us with documentation or information we require.

5. Privacy

We are required by law to collect certain personal information about you.

We will endeavour to ensure your privacy. This covers the information we collect on you, how we use it and your rights to access it.

You consent to us collecting and disclosing your personal information to any law enforcement agencies for use in assisting them in the prevention or prosecution of criminal activities.

6. Contract Period

The contract period is the minimum fixed period during which you agree to the service. The contract period will be specified in your application or in the plan. If, during the contract period, you cancel the service or we cancel the service because of your default, you may be liable for an early termination charge.

7. Usage

7.1. You acknowledge that charges will be incurred when the service is used. You should ensure that you have appropriate protection systems operating on your equipment to restrict or limit the possibility of unauthorised use.

7.2. We are not able to control access or usage of your equipment, hence you are responsible for all usage charges, whether or not such usage was authorised by you.

7.3. You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures in network infrastructure.

7.4. The service is provided to you on the basis that it is used only for approved purposes. You must not:

- (a) Use the service in any manner involving illegal, malicious, deceptive or misleading activity;
- (b) Breach any standards, content requirements or codes set out by any relevant authority or industry body;
- (c) Use the service in any way which interferes with the operations of the service network, or anyone else's usage of their service;
- (d) Not use the service for commercial gain or in any way distribute or resell the service without our written permission;
- (e) Obey all laws, regulations and guidelines concerning your use of the service.

7.5. We may suspend or terminate, with or without notice, your service if in our reasonable opinion, the service has been directly or indirectly involved in activities that are detrimental to our service or jeopardise the use of our service or its performance for other customers.

Such activities include, but are not limited to:

- (a) 'Spamming' e-mail or forwarding spammed e-mail to other Internet user's e-mail addresses';
- (b) Being listed or causing the listing of us or our other customers on any real-time blacklist;
- (c) Attempting to obtain unauthorised access to other Internet servers and systems;
- (e) Making misrepresentations or offensive behaviour in online facilities.

Suspension of service may occur for any of the above activities. We will provide you with notice of the grounds on which the suspension was made and consider any evidence you may provide to us to demonstrate that the service was not used for the activity.

7.6. If your service is disconnected from us you must pay all outstanding amounts under the agreement.

8. Billing and Payment

8.1. You must pay all amounts by the due date.

8.2. Service fees and charges may apply for some available payment methods.

8.3. Where in our opinion you have a reasonable claim or dispute with an invoice or a debit, we will suspend our collection or recovery processes until a determination on your claim or dispute has been made. We will reimburse any incorrectly debited amount as soon as reasonably practicable.

8.4. If you have failed to pay to us an amount which is due we may refer the debt to a third party collections agent for the purpose of collection activity. You agree to pay all costs, charges and expenses that we may incur in relation to attempts to recover all debts due by you to us, including accounting, mercantile agent's costs and interest.

9. Suspension of Service

9.1. If your fixed period contract has expired, you or we may disconnect the service and cancel the agreement at any time by giving 30 days' notice.

9.2. If you fail to comply with what we consider to be an important term or condition of this agreement then we can suspend or disconnect your service.

We may suspend or disconnect your service without notice when:

- (a) There has been unusual activity on your service that shows the service may be being used for fraudulent or other illegal purposes;
- (b) An authority such as a law enforcement agency instructs us to do so;
- (c) You abuse, attempt or threaten to cause harm to any staff, equipment or network infrastructure of our service networks.

9.3. Where we disconnect your service prior to the expiration of the minimum term of your plan you will be liable for any outstanding fees and charges.

10. Liability

10.1. We will not be held liable for:

- (a) Any delay in installing any service;
- (b) Any delay in correcting any fault in any service;
- (c) Failure or incorrect operation of any service; or
- (d) Any other delay or default in performance under this Agreement;

where it is caused by any event or circumstance reasonably beyond our control.

10.2. We do not exclude, restrict or modify the rights or implied conditions and warranties of:

- (a) The Commonwealth Competition and Consumer Act or any other law, which may imply certain conditions and warranties into this agreement;
- (b) The ACMA Customer Service Guarantee, which establishes minimum connection and fault repair times.

10.3 Where we are liable for any loss or damage in connection with any breach of any term or condition of the above, our liability is limited to resupplying, repairing or replacing the relevant service or equipment when it is fair and reasonable to do so.

10.4 You must let us know as soon as you become aware or believe that you have a claim against us.

10.5. This agreement is governed by the laws of the state or territory of Australia. You and we agree to submit to the jurisdiction of the courts of such state or territory.

11. Complaints Handling Policy

A complaint can be made to us in relation to our services, where a resolution is not to your expected level.

Technical Support is to assist to resolve issues of a technical nature, **Customer Service** is the contact for questions regarding your account or for information about our services.

If you are having difficulties with **Customer Service** or **Technical Support**, please ask to have a supervisor assist you instead. You may also nominate an authorised representative to liaise with us on your behalf.

If our Customer Service or Technical Support have been unable to satisfy your issue, you can request for your call to be considered a **complaint** and ask for it to be escalated.

We will acknowledge any such complaint by attempting to contact you within 24 working hours and provide you a reference number. We will then attempt to put an agreed timeframe in place for resolution of the issue.

We will keep you updated with the status of your complaint and you may contact us either by phone or by email with your reference number to request a status update any time during business hours.

You will find the majority of matters will be handled by our processes and we ask that you allow us the opportunity to resolve your complaint.

If you are not satisfied with our handling of your complaint you may seek complaint mediation or further assistance from the Telecommunications Industry Ombudsman (telephone 1800 062 058) or the fair trading department in your state or territory.