

## Standard Form of Agreement (SFOA) Notification of Change

### Standard Form of Agreement (SFOA)

- Clause 2.1 -** To improve clarity we have added definitions for the following terms: Carriage Service Provider, Interruption, Law, Statutory Warranty and Third Party Supplier. (We have also made minor changes to other clauses throughout the agreement to incorporate these new defined terms).
- Clause 3.4(b) -** Your right to terminate the agreement now applies if our change causes you "more than a minor detriment" rather than a "material detriment".
- Clause 3.4(c) -** This new paragraph (c) clarifies that any over-charge as a result of our change to the agreement will be credited to your account or reimbursed to you.
- Clause 3.5(d) -** Changes to line rental charges and broadband services have been removed from the list of permitted exceptions to your rights under clause 3.4(b).
- Clause 4.1 -** This clause refers to your new right under clause 15.3 to claim a pro-rata refund of Fees for the duration of an Interruption (in certain circumstances).
- Clause 4.4 -** The issuing of an interim bill is now only permitted under specified circumstances, rather than "at any time".
- Clause 4.8 -** This clause relating to the charging of interest on unpaid invoices has been removed.
- Clause 4.12 -** We have changed the method of calculating the 'early termination fee' to ensure that it represents a fair pre-estimate of Adam Internet's loss. Early termination fee has also been renamed to exit fee.
- Clause 4.17(c) -** The words "Accounts paid on a monthly basis cannot be pro-rated nor are refundable" have been deleted.
- Clause 4.18 -** We have removed the 12 month time limit for lodging a billing dispute. Disputes lodged after 12 months may incur a complaint administration fee which is refundable if the dispute is ultimately resolved in the customer's favour.
- Clause 5.1 -** The requirement to pay "immediately" has been replaced with a requirement to pay "by the invoice Due Date".
- Clause 6.3 -** We have provided examples of the types of conduct which constitute a "serious credit infringement" and clarified that we will inform a credit reporting agency when default listed accounts have been paid.
- Clause 8.2 (a) -** Your obligation to comply with conditions imposed by us "from time to time" regarding usage limits, time limits etc has been made subject to your rights under clause 3.4(b).
- Clause 8.2(c) -** We have clarified that customers are only prohibited from taking control of another computer or network if that access is "unauthorised".
- Clause 9.4 -** The name of "Australian Communications Industry Forum" has changed to "Communications Alliance Ltd".
- Clause 14.1(b) -** Subject to certain exceptions, prolonged or repeated interruptions to a Service which are not caused by your conduct or Equipment are now considered to be a material breach of the agreement by us.
- Clauses 14.3 and 14.4 -** Clauses 14.3 and 14.4 have been reorganised so that disconnection and/or reconnection fees do not apply if a service is suspended or cancelled for reasons outside of the customer's control

- Clause 14.5 -** We have limited the circumstances under which Adam Internet can cancel a service.
- Clause 15.1 -** This new sub-clause sets out our liability to you for property damage, personal injury and death.
- Clause 15.2 -** This new sub-clause sets out our liability to you under the Customer Service Guarantee (CSG) (subject to any CSG waiver provided by you under the Conditions of Service for your service).
- Clause 15.3 -** This new sub-clause sets out your right to claim a pro-rata refund of service charges applicable to the period of an Interruption and, where the Interruption is directly caused by our fault or negligence, reasonable compensation for any direct loss incurred by you.
- Clauses 15.4 to 15.6 -** The wording of these sub-clauses has been revised to clarify the application of statutory warranties under the *Trade Practices Act 1974*.
- Clause 16 -** This clause has been made subject to our obligations under the CSG.
- Clause 18.8 -** We have deleted the requirement for you to acknowledge that, in obtaining the services, you have not relied on any representations made by us which are not set out in the SFOA.

The clause numbers in the SFOA have not changed except for clauses 4.9 to 4.16 which have changed to 4.8 to 4.15 as a result of the removal of clause 4.8. Some sub-clause and paragraph numbering has changed as a result of the revisions described above.

### **Summary of the Standard Form of Agreement**

Sections 2, 5, 10 and 13 of the SFOA Summary have been updated to reflect the above changes.

### **Conditions of Service - DSL**

- Clause 6.1(h) -** This clause refers to your new right under clause 15.3 of the SFOA to claim a pro-rata refund of Fees for the duration of an Interruption (in certain circumstances).
- Clause 6.1(i) -** We have clarified that this clause does not exclude any liability which has been expressly accepted by us under clause 15 of our SFOA.
- Clause 6.1(m) -** This clause has been made subject to your rights under clause 3.4 of the SFOA, if we make a change to our agreement which is detrimental to you.
- Clauses 6.1(l), 7.1(g) and 9 -** These clauses have been updated to reflect changes to our method of calculating the early termination fee.
- Clause 8.6** Reworded to make Adam Internet plan change rules a bit clearer.

### **Conditions of Service - AdamMax**

- Clause 6.1(e) -** This clause refers to your new right under clause 15.3 of the SFOA to claim a pro-rata refund of Fees for the duration of an Interruption (in certain circumstances).
- Clause 6.1(f) -** We have clarified that this clause does not exclude any liability which has been expressly accepted by us under clause 15 of our SFOA.
- Clause 6.1(g) -** This clause has been made subject to your rights under clause 3.4 of the SFOA, if we make a change to our agreement which is detrimental to you.
- Clause 7.1(f) -** This clause has been reworded and broken up into three sub-clauses to improve clarity and to reflect changes to our method of calculating the early termination fee.
- Clause 7.1(k) -** We have included a requirement to give you 7 days prior notice of an impending

disconnection.

- Clause 8.1** Removed as unnecessary.
- Clause 8.2** Removed as we no longer apply the 6 month early disconnection fee.
- Clause 8.4 (now 8.2)** Reworded to make Adam Internet plan change rules a bit clearer.
- Clause 9.1 -** This clause has been updated to reflect changes to our method of calculating the early termination fee.

#### **Conditions of Service - AdamAnyG**

- Clause 6.1(g) -** This clause refers to your new right under clause 15.3 of the SFOA to claim a pro-rata refund of Fees for the duration of an Interruption (in certain circumstances).
- Clause 6.1(h) -** We have clarified that this clause does not exclude any liability which has been expressly accepted by us under clause 15 of our SFOA.
- Clause 6.1(i) -** This clause has been made subject to your rights under clause 3.4 of the SFOA, if we make a change to our agreement which is detrimental to you.
- Clauses 7.2(h) -** We have removed our right to restrict or terminate your service "without further notice".
- Clauses 7.2(i) -** We have increased the timeframe and form of notice we must give you prior to suspending a service for non-payment.
- Clause 9.1 -** This clause has been updated to reflect changes to our method of calculating the early termination fee.

#### **Conditions of Service - Hosting and Domains**

- Clause 6.1(b) -** We have clarified that this clause does not exclude any liability which has been expressly accepted by us under clause 15 of our SFOA.
- Clause 8.1 -** The statement "Any services provided by Adam Internet cannot be pro-rata nor are refundable" has been deleted.

#### **Conditions of Service - Dialup**

- Clause 6.1(c) -** This clause refers to your new right under clause 15.3 of the SFOA to claim a pro-rata refund of Fees for the duration of an Interruption (in certain circumstances).
- Clause 6.1(d) -** We have clarified that this clause does not exclude any liability which has been expressly accepted by us under clause 15 of our SFOA.
- Clause 6.1(f) -** This clause has been made subject to your rights under clause 3.4 of the SFOA, if we make a change to our agreement which is detrimental to you.
- Clause 7.1(m) -** We have increased the timeframe and form of notice we must give you prior to suspending and/or disconnecting a service for non-payment.
- Clauses 6.1(l), 7.1(g) and 9 -** This clause has been updated to reflect changes to our method of calculating the early termination fee.

## Acceptable Use Policy

**Clause 4(c)(v) - \*removed** - This sub-clause has been deleted and replaced with clause 12 (discussed below).

**Clause 5 -** We have provided a more detailed explanation of what we consider to be “excessive use” in relation to services with no fixed upload data cap. We have also introduced a 3 step process to address excessive use without unreasonably restricting our customers.

**Clause 12 -** This new clause sets out your rights and obligations in relation to Spam, as required by the *Internet Industry Association Spam Code of Practice*.