



## ADSL Online Application Form ADSL Specific Terms & Conditions

Please read every condition on this list.

The Conditions of Service contained in this document are in addition to, and in conjunction with, the general Adam Internet Terms and Conditions located at <http://www.adam.com.au/terms>. Should there be inconsistency between the ADSL Specific Terms and Conditions mentioned herein and the General Terms and Conditions then the ADSL Specific Terms and Conditions shall be the authoritative document for the purpose of clarifying the inconsistency.

1. Subject to this Agreement; we will provide you with Adam Internet's broadband service. We will use reasonable skill and care in providing Adam Internet's broadband service to you.
2. Applications will only be accepted with credit card details that enable a successful initial payment. You agree that you will be liable for the Account payment schedule in accordance with your contract term. In the event that the legal lessee terminates the nominated telephone service or your ADSL service is moved to another provider or phone line, Adam Internet excludes liability for the termination of your service or the inability to provide the service on the new line; notwithstanding this, you agree to pay out the remaining term of your contract.
3. The service may be unavailable on some Telstra lines due to the presence of "technology blockers" such as matching transformers or "pair gain" systems. Furthermore, where the technology exists, there may be a wait for an available "port". In such cases an account will be placed "in Hold" status until the facility becomes available. You may at this time exercise your right to request that this order is withdrawn. With the exceptions of unavailability or "in Hold" status, once Adam Internet is notified of the nominated phoneline having ADSL capability then the account is binding for the contract term.
4. You acknowledge that your commitment to this ADSL Broadband service is dictated by your contract period and connection type as stated in your account information.
5. If you are receiving an ADSL2+ service, your line must be restored to the Telstra network upon termination of your service with us. You will be provided with an option as to your payment of that fee at the start of your service or defer that payment to the end. You acknowledge that this fee is considered a "Network Access Fee" as defined in the ACIF Guidelines for Consumer Contracts (ACIF C620:2005).
6. Where you have elected a "No Contract" option, an early termination fee of \$65 will apply if the service has been provided by Adam Internet for less than 6 Months. This will be in addition to the Network Access Fee as mentioned above. In all other cases, early termination can be provided by paying out your remaining contract and paying the Network Access Fee (if applicable).
7. Adam Internet provides a "value guarantee" that preserves your ADSL value throughout the term of your contract. For a single administration fee of \$35 you may retain your current contract period but move to a plan of greater than, or equal to, monetary value. That is, you can increase your speed and/or data allowance provided that your minimum contract commitment remains the same or greater.
8. Your ADSL service as specified in your account will continue automatically beyond your contract period. Should you not require this service after your contact period you must contact us in accordance with the termination provision.
9. Where possible and within Adam Internet's span of ADSL connectivity, we will connect you to our own ADSL capability, AdamDirect. Where AdamDirect is not available, Adam Internet will use its existing Telstra capability to provide standard ADSL services to you. The services are defined as 256k/64k, 512k/128k, 512k/512k, 1500k/256k on the Telstra Network. Adam Internet does not guarantee nor necessarily support "Rapid Transfer" capability. Users connected to an AdamDirect services do not have access to "Rapid Transfer".
10. If when available, you decide to exercise an option to "Rapid Transfer" to another provider, Adam Internet will, upon notice of this transfer from Telstra take this as written notification of your wish to terminate the account. Termination procedure will apply.
11. In order to terminate your account, you must provide written notice of this intent before your next billing cycle or 7 business days, whichever is greater. You will be responsible for all charges during this notice period. Any services provided by Adam Internet cannot be pro-rata nor are refundable. If you are in contract, your remaining contract commitment becomes payable at time of termination as does any termination fees (if applicable)
12. You acknowledge that Adam Internet's broadband service is provided without warranty that it is continuous or fault-free. Adam Internet is not liable for any loss or disappointment you may suffer as a result of any faults or interruptions in Adam Internet's

broadband service. Regardless of these faults or interruptions, you are responsible to maintain your monthly commitments.

13. No service level commitment is available with ADSL services. Whilst Adam Internet will act in the best interest of its customers to provide an effective service, no guarantee is offered in respect of the time to provision services, detect faults, or to repair or restore ADSL services which develop a fault.
14. You must comply with the Acceptable Use Policy (found in the General Terms and Conditions) and you acknowledge and agree that we may exercise any of the rights specified in the Acceptable Use Policy.
15. Any data supplied over and above the Monthly Data Allowance shall be considered as "free added value" and does not carry with it any monetary value nor an obligation to maintain, increase or otherwise define its scope, amount or duration. Any changes to the "free added value" shall be notified via our Bi-Monthly Newsletter and the change effected 21 days later.
16. You must adopt appropriate measures to ensure the security of your account information, password and your data; and advise us in a timely manner if you have reason to suspect that the service is being used contrary to the applicable Terms and Conditions or the Acceptable Use Policy.
17. You warrant that you are the same end user acquiring a standard telephone service on the line to which your application relates or that you have obtained authority of the legal lessee of the standard telephone service. You acknowledge that where you have asked us to supply the Adam Internet's broadband ADSL Service there may be a minor disruption to you or the legal lessee's standard telephone service during ADSL provisioning; and you acknowledge that certain incompatible telephony products may not be available to you.
18. Should you require your ADSL to be relocated to another ADSL capable line within Adam Internet's coverage area, fees will apply. Due to your individual circumstances, the fee for this service will vary. As a general rule this fee will be approximately \$189.
19. Any stated transmission speeds for ADSL services refer to the maximum theoretical throughput speed under ideal conditions. You acknowledge that actual achieved speeds may be lower and/or vary. Theoretical Speeds in excess of 1500kbits per sec are only available on AdamDirect enabled exchanges and will vary dependent on line quality and the distance your premises are from the exchange.
20. Tools provided to you by Adam Internet to check for ADSL capability, monitor your usage or any other services that Adam Internet may choose to provide users from time to time are a guide only and must not be relied upon as a commitment or authoritative in nature.
21. ADSL is not a portable service. Your ADSL service will be automatically cancelled by Telstra if your telephone account is cancelled, you move to another location (even if you keep the same number) or you order a Telstra service that is not ADSL compatible. If any of these changes occur, a reconnection fee will apply.
22. You undertake to maintain a delivery system for our ADSL service. That is, it is your responsibility to maintain your telephone line in good order and ensure that it is not suspended or otherwise restricted. Regardless of the status of your nominated phoneline you are bound to maintain your contractual monthly payments for the ADSL Service.
23. At our sole discretion, the service may be withdrawn due to "network modernisation" which may lead to the removal of a continuous copper path between exchange DSL access equipment and your premises. Telstra may withdraw the service without explanation upon delivery of three months notification to Adam Internet, and in such circumstances Adam Internet may need to cancel the supplied service and any further contract commitments.
24. You will direct all service and performance enquiries related to the service to Adam Internet and not Telstra. Calls regarding the ADSL service made to Telstra will incur a \$55 penalty charge from Telstra to Adam Internet, which Adam Internet will pass on to you and which you agree to pay. Furthermore, prior to lodging a fault, Adam Internet will conduct an ADSL fault checklist that you must confirm with us at lodgement. Should a fault be found to be related to this checklist (i.e. Customer error) a fault lodgement fee of \$15 plus Telstra charges will apply.
25. You acknowledge that should you default on your scheduled monthly payment, a late fee of \$11 will be charged, and, if we are unable to secure a suitable payment, your service will be restricted without further notice. Debt recovery services will be used to recover any amount outstanding beyond this initial action plus a fee of \$125. Please note that you may be liable for any financial institution charges and collection fees including but not limited to solicitors costs or a collection agent appointed by Adam Internet.