

## **Summary of our Standard Form of Agreement**

### **Important Customer Information: Your rights and obligations**

#### **Standard Form of Agreement**

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The Standard Form of Agreement (*SFOA*) sets out the terms and conditions under which Adam Internet supplies telecommunication services (the *Services*) to its customers.

The SFOA is binding on Adam Internet and you, the customer, from the time we accept your Application for the provision of Services. Regardless of whether you have read the SFOA, you must comply with the SFOA.

The SFOA does not apply to the extent that it differs to terms specified in your Application or Conditions of Service. In such cases, the Application firstly, the Conditions of Service, secondly, will take precedence over the SFOA.

If we have agreed to provide Services to you for a Fixed Term, and neither you nor Adam Internet cancel the Services at the end of the Fixed Term, Adam Internet will continue to supply the Services to you on a month-to-month basis.

For information about your rights and obligations under the SFOA, please review the SFOA.

#### **1. SFOA Summary**

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This Summary provides you with an overview of important terms and conditions in the SFOA. It does not deal with all of, or override any of, the terms and conditions of the SFOA.

Up-to-date copies of the SFOA, this Summary, including variations, can be obtained from the Adam Internet website [www.adam.com.au/legal](http://www.adam.com.au/legal) or from Adam Internet's office. Copies of this Summary in other major languages, braille, audio or large print format may be obtained upon request from Adam Internet.

This Summary is correct at the time of printing, but may be updated from time to time to reflect changes to the SFOA which we are permitted to make in accordance with its terms or as otherwise required by law.

#### **2. Changing the SFOA**

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Whether during a Fixed Term or not, Adam Internet may need to change the terms of the SFOA, and therefore our agreement with you, due to circumstances beyond our control, including:

- changes in law;
- urgent changes required for security reasons; or
- changes by one of our suppliers (*Supplier*) of the terms on which they supply services to us or to the functionality or nature of a Service or its underlying technology.

We may also elect to make changes to the agreement. Such changes will not take effect during a Fixed Term without your consent. If there is no Fixed Term for the Service or the Fixed Term has expired and changes we elect to make will cause material detriment to you, then we will give you at least 30 days prior notice.

Our right to vary the terms of our agreement and your rights to terminate our agreement if we do so are set out in clauses 3.3 to 3.5 of the SFOA. The ways in which we may give notice to you of such variations is set out in clause 18.1 of the SFOA.

#### **3. Services**

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Adam Internet will provide you with Services you have requested in your Application. If your Application specifies a Fixed Term, that is the minimum term of the agreement.

The Services can be one or more of the following products or services:

- Voice over Internet Protocol (VoIP);
- Internet: Dial up services, Broadband, Domain Hosting;
- Call Centre;
- The provision of Content;
- Co-location facilities, disaster recovery; or
- Other services as offered from time to time.

These Services are described in detail in the Conditions of Service for each service, which also

sets out specific terms and conditions in relation to particular products and services.

Adam Internet does not offer Priority Assistance services, local number portability or pre-selection services.

If you would like to report a fault, please call (08) 8423 4000.

#### **4. Fees**

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You must pay for the Services you receive according to the fees set out in the Schedule of Fees and Charges (the *Fees*), which is available from [www.adam.com.au/legal](http://www.adam.com.au/legal). Administrative Fees are also set out in the Schedule of Fees and Charges. Fees and Administrative Charges may apply to connection, reconnection, disconnection, access, usage equipment, content provided with usage, number reservation, maintenance, repairs, and other fees associated with the supply of the Services.

Fees may also vary depending on the type of call (voice or data), the type of customer (residential or business), the volume of calls and any specific terms agreed upon by you and Adam Internet as evidenced in your Application. Any discounts, credits, rebates or special rates which may apply to you will be stated in the Application.

Adam Internet may vary any Fees or Administrative Charges in accordance with our rights to change the SFOA as set out in clauses 3.3 to 3.5 of the SFOA.

#### **5. Fees for the Service**

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Unless otherwise agreed or notified, Adam Internet will charge all accounts monthly by credit card standing authorisation or direct debit standing authorisation.

We will refund or credit any overpayment due to a variation in the Fees or cancellation of a Service. If we have undercharged you, you will be liable for any underpayment.

We reserve the right to charge you for any fees we incur from or must pay to your bank. If you are paying by credit card, you will be charged a Credit Card Surcharge as set out in our Schedule of Fees and Charges.

Accounts must be paid in full on the due date otherwise you will be liable for an Administrative Fee and may be charged interest on the unpaid amount until the amount is paid in full. If your

payment is made by cheque and that cheque is dishonoured, you will be charged a dishonoured cheque fee. All such charges are set out in the Schedule of Fees and Charges. You may also be liable for costs relating to debt recovery services.

If your account continues to be unpaid in full, Adam Internet will suspend, limit or cancel your Services and reserves the right to vary or remove any discounts provided to you as per Clauses 4.13 and 4.14 of the SFOA.

You may dispute a payment within 12 months of the date the charge was made.

#### **6. Prepayment**

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Adam Internet may require you to pay the estimated cost of a service in advance if we have reasonable grounds to believe that you may be a credit risk. We may decline your Application, cancel, suspend or disconnect a Service if you do not provide such prepayment.

#### **7. Equipment**

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Any equipment Adam Internet provides to you for the supply of the Services and which we do not sell to you (*Service Equipment*) remains our property.

Any equipment sold to you (*Purchased Equipment*) remains our property until you have paid for it in full. Loss or damage to the Purchased Equipment is at your risk upon delivery of the Purchased Equipment to you.

#### **8. Customer Service Guarantee**

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Adam Internet provides a VoIP service to its customers on the basis that they waive their rights under the Customer Service Guarantee Standard (*CSG*). The CSG sets out minimum performance standards in relation to the supply of a Standard Telephone Service.

For more information about the CSG, see the Australian Communication and Media Authority's website at [www.acma.gov.au](http://www.acma.gov.au)

#### **9. Limitation, Suspension, Disconnection and Cancellation of the Services**

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The term of the SFOA continues until you choose to cancel the Services or we exercise our right to limit, suspend or cancel the Services. You may cancel a Service by giving us 7 days notice via the Members Services Area of our website. You may be liable to pay an early termination fee if you

cancel during a Fixed Term. You may cancel a service at any time if Adam Internet is in material breach of our agreement and fails to remedy the breach or where you are entitled to cancel the Services in accordance with clauses 3.3 to 3.5 of the SFOA.

Adam Internet may limit, suspend, disconnect or cancel the Services in a number of circumstances such as:

- you request us to do so;
- we are required by law to do so;
- there is an emergency;
- Our Network is upgraded;
- our Supplier withdraws the Service;
- we have reasonable grounds to believe a threat exists to the security or integrity of Our Network or that provision of Services may cause death, injury or damage to property;
- for network maintenance, repair or restoration;
- the provision is or may be unlawful;
- an event occurs outside our control;
- your service has not been used for 24 months;
- you vacate the premises to which we supply the Services;
- the ACCC issues us with a competition notice;
- we are unable to access your premises to maintain equipment;
- you do not pay Fees or invoices by the due date;
- you do not provide a prepayment if requested;
- you engage in fraud or other illegal conduct;
- you fail to comply with our Acceptable Use Policy;
- you become bankrupt or insolvent or we have reasonable grounds to suspect you are a credit risk;
- you become a carrier or carriage service provider;
- you on sell our services;

- you do not repair or maintain your own equipment; or
- your equipment interferes with Our Network.

You are still required to pay any Fees incurred before the limitation, suspension, cancellation or disconnection of the Services and, you may be liable to pay a disconnection fee and reconnection fee.

#### **10. Early Termination Fee**

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If the Service is cancelled before the end of a Fixed Term, you must pay the balance of any unexpired fees calculated in accordance with the Schedule of Fees and Charges for the relevant Services. You will not be liable to pay an early termination fee where you are entitled to cancel the Services for Adam Internet's material variation of the agreement as per clause 3.4(b) of the SFOA.

#### **11. Transfer of the Services**

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If you want to transfer any of the Services to another supplier, you will remain liable to Adam Internet for any Fees due up until the date of transfer for the supply of the Services and any fees relating to termination of your Adam Internet Services. Any unpaid amount must be paid in full within 7 days of our invoice for such Fees.

#### **12. Indemnities**

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You indemnify Adam Internet against your use of the Services to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law. You indemnify Adam Internet against any claims made by another Supplier or person in relation to amounts you owe to that Supplier or person.

#### **13. Liability**

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To the extent permitted by law, Adam Internet does not warrant that the Services will be free of interruption, delays or faults of any kind.

Adam Internet provides the Services to you subject only to the terms, conditions and warranties contained in the SFOA and those which are implied by law and cannot be excluded. For example, if the service we supply to you is of a kind ordinarily acquired for personal, domestic

or household use then it may be implied by law that:

- the service must be provided with due care and skill; and
- any goods supplied in connection with the service will be reasonably fit for the purpose for which they are supplied.

If we breach a term, condition or warranty that is implied by law and cannot be limited or excluded then we will be liable for that breach in accordance with the law applied in the courts having jurisdiction over this Agreement. Where we are permitted by law to limit our liability for that breach, our liability to you is limited as follows:

- if the breach relates to the supply of equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
- if the breach relates to the supply of a service, resupplying the service or payment of the cost of having the service resupplied.

Our other rights to limit or exclude our liability to you are set out in clause 15 of the SFOA.

#### **14. Personal Information**

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You agree to Adam Internet collecting, using and disclosing your personal information for the purpose of managing your account and as necessary to fulfil our obligations under the SFOA in connection with the supply of the Services to you (including disclosing your personal information to our Suppliers, agents, credit reporting agencies and contractors and the other purposes set out in clause 6 of the SFOA).

You must inform us of any changes to your personal information and supply true and correct information.

If you require commercial or consumer credit, you also agree that we may use your personal information for the purposes of obtaining a credit report which will help us to assess your application for credit and also to assist us to collect any overdue payments. We will only disclose credit information to a credit reporting agency or other credit providers for those specific purposes set out in the SFOA.

#### **15. Complaint Handling**

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Adam Internet aims to investigate and resolve your complaints about the Services quickly and effectively. If you have a complaint, please contact Adam Internet on (08) 8423 4000 or send an email to [yoursay@adam.com.au](mailto:yoursay@adam.com.au).

If you remain unsatisfied by Adam Internet's handling of your complaint or the outcome, you can take your complaint to the Telecommunications Industry Ombudsman (*TIO*). The TIO is authorised to investigate certain complaints by residential and small business users of telecommunications and Internet services. For further information, see the TIO's website at [www.tio.com.au](http://www.tio.com.au).

The South Australian Office of Consumer and Business Affairs may also investigate consumer complaints.

#### **16. Further Information**

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For a free copy or further information about the SFOA, this Summary, Services, Fees or any information contained in this Summary, contact Adam Internet at:

Level 2, 117 King William Street  
Adelaide, South Australia 5000  
Ph: (08) 8423 4000  
[www.adam.com.au](http://www.adam.com.au)