

Technical Support: 1300 786 068

Sales: 13 19 60

Accounts: 1300 855 006

These General Terms set out the terms and conditions required by WestNet to apply to each individual service and to be incorporated in the agreement to purchase from the end user (you, your) and your Service Provider (we, us). The service requested in the Service Application (Service) that we provide, and that you have agreed to purchase, will be provided in accordance with:

- (a) the general Terms & Condition set out on this page as updated from time to time and published at www.westnet.com.au (General Terms for End User Contracts); and
- (b) any other service descriptions and conditions that we agree with you.

The ADSL and/or SHDSL access component of the Service and, optionally, the purchase or rental of a CPE Router and any other related services are supplied to us by PowerTel Broadband Pty Ltd ABN 89 091 530 586 (PowerTel) as a wholesale provider.

In the event of any inconsistency between the General Terms and any other provision of the agreement between us and you, these General Terms will prevail to the extent of that inconsistency.

1. Minimum Term

The minimum term of your agreement with us is 12 months from the date of your connection to the Service.

2. General Conditions of Service

2.1 PowerTel does not supply a standard telephone service with the ADSL/SHDSL access component and as such the service is not subject to the "Customer Service Guarantee" standard administered by the Australian Communications Authority and it may be necessary to terminate the Service if you request another carrier to provide a standard telephone service after the date of this agreement;

2.2 Where we contract with PowerTel for the provision of the Service we may provide name, address, telephone number and other information provided by you (Customer Information) to PowerTel, its suppliers and nominees for the purpose of fulfilling such contracts, including those related to the sale or rental of a CPE Router where applicable;

2.3 PowerTel may, at its discretion, provide the Service by using either:

- (a) An existing or new Unconditioned Local Loop Service (ULLS); or
- (b) An existing or new access line which supplies a standard telephone service;

Provided by Telstra Corporation Limited (Telstra) or a reseller of Telstra, depending on the technical and operational requirements of the particular Service;

2.4 In the case of clause 2.3(b) above:

- (a) That you are the customer of Telstra or a reseller of Telstra in respect of the standard telephone service;
- (b) That PowerTel can only provide the service whilst you remain a customer of Telstra or a reseller for the standard telephone service;
- (c) That PowerTel will terminate the service if you cease to be a customer of Telstra or a reseller of Telstra;
- (d) That the installation and operation of the service may cause temporary disruption to the standard telephone service or any other service received by you, and you will notify relevant third parties of the potential for disruption; and
- (e) That certain incompatible products will not be supplied to you by Telstra or a reseller of Telstra;

2.5 that PowerTel, its contractors or its suppliers be provided sufficient and timely access to your premises to inspect or test equipment which may be causing interference or danger or in connection with the provisioning, maintenance repair or other obligations they may have in respect of the Service;

2.6 that you must not interfere with the normal operation of the Service or make it unsafe;

2.7 that PowerTel or its suppliers are not liable to you in relation to any Services or delay or failure in providing any Services;

2.8 Customer information provided by you may, with our consent, be used by PowerTel for the purpose of or connected with a carrier or carriage service provider continuing to provide a DSL service to you which is similar to the Service; and

2.9 We are acting as your authorised agent or representative in our dealings with PowerTel insofar as this is required to comply with industry codes and practices for the provision of the Service.

3. Provisions relating to supply of a CPE Router (if applicable)

If you are sold or supplied with a CPE Router by us or by PowerTel on our behalf, you acknowledge and agree that:

3.1 If you are sold or supplied with a CPE Router by us or by PowerTel on our behalf, you acknowledge and agree that:

3.2 We will arrange for the CPE Router to be delivered, installed and configured at the premises specified in the Service Application Form;

3.3 In relation to the request 501R or 531R CPE Routers (and any subsequent releases or versions of these CPE Routers) sold or supplied by PowerTel you are granted a non-exclusive, revocable, non-transferable license to use the software installed on the CPE Router for the sole purpose of receiving the Service;

3.4 If you rent the CPE Router from us or PowerTel then:

- (a) Your possession and use of the CPE Router is subject to the title and other rights of PowerTel and its supplier (eg. Cisco Systems Capital (Australia) Pty Limited) and you have no legal or other interest in the CPE Router other than under this agreement;
- (b) You grant PowerTel, its nominees an irrevocable license to access the premises where the CPE Router is situated to inspect, repair, modify and/or remove the CPE Router during the term of this agreement and to disconnect and remove the CPE Router on the expiration or termination of this agreement, or on default by us on any agreement between us and PowerTel or on the expiration or termination of any agreement necessary for us to provide the service or the CPE Router, whether or not we are a party to that agreement;
- (c) You will not remove the CPE Router from your premises without the prior consent of PowerTel;
- (d) You will not remove any nameplate identifying the CPE Router as the property of any third party or make any alterations or additions to the CPE Router;
- (e) You will not sublet, part with possession, assign, sell, transfer, deposit, pledge, lend, bail or otherwise dispose of the CPE Router without prior written consent. If any person seizes or attempts to seize the CPE Router, you will notify PowerTel and you will notify that person of the title and other rights of PowerTel and its supplier concerning the CPE Router;
- (f) If the CPE Router is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify PowerTel. We may require you to reimburse us for the reasonable cost of replacement or repair. If the CPE Router is not in your possession, you will do everything you can to assist us to locate the CPE Router; and
- (g) You must immediately return the CPE Router to PowerTel upon expiry or termination of this agreement for any reason.

3.5 If you purchase the CPE Router from us or PowerTel then:

- (a) The charges for the CPE Router will be included as part of the fees applicable to the Service and will be subject to the payment terms that apply to you;
- (b) Title in the CPE Router remains with us until we have been paid in full the charges for the CPE Router;
- (c) Risk in the CPE Router passes to you upon delivery at your premises; and
- (d) If the CPE Router is no longer able to be used, is not operating or is lost, destroyed or damaged while on your premises, you will notify PowerTel.

3.6 You will ensure that the CPE Router is operated and housed in an environment which meets the manufacturer's requirements and will not affix the CPE Router to any real property;

3.7 You will use the CPE Router for ordinary business purposes only. You will not use the CPE Router for any illegal or unlawful purpose which may result in its confiscation or seizure or to supply the Service or similar service to third parties.

4. Service Level Agreement (SLA)

4.1 Information regarding the SLA which applies to Business Grade DSL can be found at www.westnet.com.au. Topics included in the SLA document include:

- (a) Fault reporting;
- (b) Response and restoration targets;
- (c) Coverage windows;
- (d) Fault reporting communications;
- (e) Pro-active outage notifications;
- (f) Fee rebates due to service unavailability;
- (g) Service activation lead times;
- (h) Service activation communications;
- (i) Fee rebates due to service activation delays;
- (j) Chargeable activities; and
- (k) SLA Terms & Conditions

5. Use of the Service

You agree to comply with the PowerTel Acceptable User Policy (see www.powertel.com.au) which is summarised as follows:

5.1 not to knowingly send email that may destroy or damage and email recipient's computer;

5.2 not to knowingly accept email which is unlawful, and violates or infringes upon the rights of any person or corporation;

5.3 not to reveal confidential information about PowerTel and/or its suppliers which may result in unauthorised usage of the Service by a third party, except where you are required by law to disclose such information;

5.4 not to knowingly transmit information which contains viruses or other harmful components;

5.5 not to interfere, damage or destroy computer systems operations of the Service including disobeying any requirements, procedures, policies or regulations of PowerTel, other users and or third parties; and

5.6 not to knowingly store or transmit any unlawful, threatening, defamatory, offensive or pornographic material that constitutes a criminal or civic offence under State and Commonwealth laws.

We and PowerTel reserve the right to terminate or suspend the Service in the event of a breach of this agreement.