

CONDITIONS OF SERVICE - DIALUP SERVICES

1. ABOUT

These terms are product specific terms which apply to our Dialup Services.

2. APPLICATION

We will supply the Dialup Services to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at www.comstech.com.au/legal. To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in these Conditions of Service, the following definitions apply, unless the context requires otherwise.

Agreement or **our Agreement** means the agreement between you and us for the Dialup Services, comprising the terms stated in your Application Form, the Standard Form of Agreement, these Conditions of Service, the Rate Card and Schedule of Charges.

Dialup Service means the connection to Comstech Systems Internet through which you are able to utilise your Dialup Service Plan.

Dialup Service Plan means the Dialup Service Plan selected by you in your Application.

Handshaking means the communication between your modem and our Dialup Service equipment for the purpose of establishing an Internet connection.

Idle means a connection that has had no transfer of data upstream or downstream for a 20 minute period.

Internet Service means the Internet connectivity service which is provided to you by us on the terms and conditions set out in our agreement in relation to such service.

Minimum Term means the minimum term (if any) specified in your Dialup Service Plan.

Our Network means the infrastructure used and maintained by us to provide you with your Service.

PSTN means the Public Switched Telephone Network, the standard telephone system which consists of interconnected public telephone networks designed primarily for voice traffic and primarily owned by Telstra Corporation Limited

we, our or **us** means Comstech Systems.

you or **your** means the current account holder for the Dialup Service.

4. COMMENCEMENT OF DIALUP SERVICE

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement ('Term').

5. DIALUP SERVICE CONDITIONS

- a. During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide to you the Dialup Service in accordance with the Dialup Service Plan you have selected in your application.
- b. In order for us to provide you with your Dialup Service you require a PSTN line with any telephony provider.
- c. The connection, configuration and installation of any customer equipment or other items required for the Dialup Service which are not a part of our Agreement will be at your sole responsibility and cost.
- e. All block hours purchased have an expiry date, see the rate plan.

6. LIMITATIONS OF DIALUP SERVICE

- a. You acknowledge that:
 - i. we do not warrant, and have not represented, that the Dialup Service is or will be free of errors, defects or interruptions, nor that it will be available at all times. You acknowledge that there will be variations in capacity and quality of service and you acknowledge that regardless of any faults or interruptions, you are responsible to maintain your monthly commitments;
 - ii. you will direct all services and performance enquiries related to the service to us and not Telstra. Calls regarding the Dialup service made to Telstra will incur a penalty charge as set out in our Schedule of Fees and Charges from Telstra to us, which we will pass on to you and which you agree to pay;
 - iii. no service level commitment is available with the Dialup Service. Whilst we will act in your best interest to provide an effective service, no guarantee is offered in respect of the time to detect faults, or to repair or restore Dialup Services which develop a fault;
 - iv. the Dialup Service may rely upon the operation of third party networks operated by third party carriers and third party services provided by other carriage service providers (such as your telephone network provider) and we are unable to guarantee the operation of or the use of the Dialup Service through third party supplier networks or other third party carriers and carriage service providers. Any failure of the Dialup Service caused by a third party network or third party service is beyond our control, and we will not be responsible to, or liable to you, for any such failures;

- v. while connected to the Dialup Service, you will be unable to receive or make phone calls using the same PSTN line as the Dialup Service. If you attempt to use the PSTN line while connected to the Dialup Service, you will interrupt the connection to us and will be required to connect again before being able to use the Dialup Service; and
- vi. we may:
 - 1. limit the performance of the Dialup Service from time to time;
 - 2. cease or interrupt the service to troubleshoot or conduct maintenance or upgrade the network or infrastructure through which the Dialup Service is provided.

7. USE OF DIALUP SERVICES

- a. You expressly acknowledge and agree that:
 - i. your use of the Dialup Services is subject to our Acceptable Use Policy;
 - ii. upon reaching your allocated data allowance in accordance with your Dialup Service Plan, you will be charged in accordance with the excess fees set out in our Schedule of Fees and Charges;
 - iii. 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 Dialup Service is being used contrary to our Agreement;
 - iv. any stated transmission speeds for Dialup Services refer to the maximum theoretical throughput speed under ideal conditions;
 - v. tools provided to you by us to check for Dialup capability, monitor your usage or any other services that we may choose to provide you from time to time are a guide only and must not be relied upon as a commitment or authoritative in nature;
 - vi. We are not liable for any call charges incurred by you dialling into our service. It is your sole responsibility to ensure that the phone number you are dialling into is a local call and that you are fully aware of its costs. You are responsible for any third party carrier costs incurred for call connection fees from your modem to any Comstech Systems Internet dialup number;
 - vii. pre-paid Bonus-Blocks effectively have no expiry date. Accounts left unused for twelve weeks (84 days) will be removed with out any warning, the account can be re-instated with hours left by paying the setup fee;
 - viii. due to the nature of Dialup Services, the time taken for your modem to 'dial in' to your Bonus-Blocks service will be subtracted from your remaining time. This is due to the fact that a connection is

- registered at the commencement of the Handshaking procedure;
- ix. to ensure that we can always provide 1% free line capacity, Comstech Systems may terminate connections that have been active for longer than 2 hours during peak periods;
 - x. the dial plans allows for a maximum session limit of 4 hours. If you are connected to your dial plan service for 4 hours, the connection will be terminated and you will be unable to reconnect for 15 minutes. In addition, if your connection is Idle, the connection will automatically terminate. Any session in excess of 2 hours will be unable to reconnect for 15 minutes;
 - xi. dial accounts can only be used from the phone number linked to your account, each additional phone number that dial using your Username and Password attract an additional fee as set out in our Schedule of Fees and Charges;
 - xii. should you default on your scheduled monthly payment, a late fee as detailed in our Schedule of Fees and Charges will be charged and if we are unable to secure a suitable payment, your service will be restricted without further notice;
 - xiii. should your account remain unpaid after 3 days your service will be suspended. Should your account remain unpaid after 28 days your service will be disconnected;
 - xiv. and Debt Recovery services will be used to recover any outstanding amount which will incur a fee as detailed in our Schedule of Fees and Charges. You acknowledge that you will be liable for any financial institution charges and collection fees, including but not limited to solicitors costs or fees associated with any collection agent appointed by us.

8. TERMINATION OF SERVICE

In order to terminate your service you must provide written notice of this intent before the 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 us cannot be pro-rata nor are refundable. If you have not met your minimum commitment, your remaining commitment becomes payable at time of termination.

9. FEES

we will charge you for Dialup Services at the rates for the Dialup Service Plan as set out in our Schedule of Fees and Charges.