



# Standard Form of Agreement

Buzz Telco Pty Ltd

1<sup>st</sup> April 2015

Please read the following terms and conditions set out in this Standard Form Agreement carefully as they have an important impact on the Services we provide you.

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## 1. What is a Standard Form of Agreement?

- 1.1 A Standard Form of Agreement is this document which sets out the terms and conditions between Buzz Telco Pty Ltd and you, the consumer, on which we supply our services to you. Buzz Telco Pty Ltd and you must both comply with our Consumer Terms and Conditions.
- 1.2 Our Consumer Terms and Conditions Agreement covers the following:
  - (a) Your Application;
  - (b) Services Descriptions’;
  - (c) General Terms;
  - (d) Our Prices Schedule;
  - (e) Our Billing Policy;
  - (f) Our Acceptable Use Policy;
  - (g) Our Warranty Information Statement.
- 1.3 Buzz Telco reserves the right to change our Consumer Terms and Conditions from time to time without your agreement. Before making changes to our Consumer Terms and Conditions, we will inform you at least 30 days before proposed changes come into effect either by mail or email to the address you have provided to us.
- 1.4 We do not need to give you 30 days’ notice, as required under clause 1.4, if the following applies:
  - (a) Urgent changes are required because of new laws or changes to current laws;
  - (b) Urgent changes are required for security reasons or for technical reasons;
  - (c) The introduction of new charges or increase to existing charges as a result of increased or additional taxes and/or levies imposed by Government agencies.
- 1.5 Our Services plans and prices change from time to time. After any relevant contract period has expired, we may, at our discretion, continue to provide you with the same Service in accordance with your old contract even if that Service is not available to new customers.
- 1.6 You may nominate another person (Authorised Representative) to act on your behalf with Buzz Telco and to exercise your rights under this Consumer Terms and Conditions Agreement. Any actions of this Authorised Representative will be deemed as actions by you.
- 1.7 You may nominate another person (Advocate) to speak with us on your behalf. This person will not be able to exercise your rights under this Consumer Terms and Conditions Agreement, however they will be able to discuss your account and services information with us.
- 1.8 You must promptly advise us of any changes that are relevant to this agreement and our ability to provide Services to you. This including your address, contact details and billing details.

## 2. Your Application

- 2.1 You may make an application for supply of a Service by (Application):
- (a) Completing and submitting the online application form located on our website;
  - (b) Telephone us and asking our Customer Service Representative to complete the application form for you with the details you provide;
  - (c) Completing a written application and sending to us by email or mail;
  - (d) Any other method for the Application agreed to by both you and us.
- 2.2 Each Service selected by you on your application is described in more detail in its Critical Information Summary.
- 2.3 Subject to our approval of your application, this Standard Form of Agreement commences on the day:
- (a) If you apply online, the day you complete the online application;
  - (b) If you apply in writing, the day you sign the application and it is considered received by Buzz Telco;
  - (c) If you apply by telephone, the day our Customer Service Representative reads you our Material Terms and you accept;
  - (d) In any other case the Service Commencement Date.
- 2.4 Applications in writing are considered to be received by Buzz Telco Pty Ltd, when:
- (a) If sent by email, when the email has successfully sent;
  - (b) If sent by mail, three (3) business days after the application was posted.
- 2.5 You must provide us with all information that we reasonably request under this agreement, including information in relation to misuse of our Service or breach of this agreement.
- 2.6 After you make an application with us, it is at our discretion if we accept your application and provide services to you. Relevant factors that are considered include:
- (a) Your eligibility for the Service;
  - (b) Availability of the Service;
  - (c) If you meet our Credit Requirements;
  - (d) Other relevant information you have provided to us;
  - (e) Your previous dealings with Buzz Telco Pty Ltd.

### 3. General Service Description

#### Service Description

- 3.1 DSL Services provide up to 20Mbps downstream/1Mbps upstream. The typical downstream is approximately 15Mbps, and the minimum capacity is at least 880kbs. The service will synchronise to the highest technically achievable line-rate achievable on your line.
- 3.2 Buzz Telco Pty Ltd provides OnNet ADSL services, OffNet ADSL services and Naked DSL services – referred to as ‘DSL services’ or ‘services’ throughout this agreement.
- 3.3 This Standard Form of Agreement applies to all OnNet ADSL services, OffNet ADSL services and Naked DSL services provided by Buzz Telco Pty Ltd.

#### Service Location

- 3.4 In order to provide services to you, we or our Suppliers may need to access your Premises. You agree to provide us and our Suppliers with safe access to the Premises if required to:
  - (a) Install any equipment necessary;
  - (b) Inspect, test, maintain, modify, repair or replace any equipment;
  - (c) Recover our equipment if your Service is cancelled.
- 3.5 If you do not own the Premise, before we or our Suppliers can install any equipment to the Premise, you need to gain consent from the owner of the Premise beforehand. If you do not seek consent from the owner of the Premise before any equipment is installed, you agree to indemnify us of any actions taken against Buzz Telco Pty Ltd and our Suppliers as a result.

#### Set-up Time-Frame

- 3.6 Standard provisioning for our DSL services is seven (7) business days, commencing on the day after your application is accepted by us.
- 3.7 The Set-Up Time-Frame for connecting a Naked DSL service where the DSL Tail Circuit and telephone line do not currently have the required profiles (settings) for Naked DSL is twenty-one (21) business days, commencing on the day after your application is accepted by us.
- 3.8 There may be unavoidable or unexpected time delays from when we accept your application and when we are able to connect the service. If this occurs, Buzz Telco Pty Ltd accepts no responsibility for any delays associated with connecting the service nor any inability by us to provide the Service to you.
- 3.9 If there is a time delay in connecting the Service to you, you will not be charged for the time you were not connected to the Service and your billing date will start from the day the Service is connected. This applies to the start of a connection only.

#### Other Service Description Information

- 3.10 We decide the route and technical means to which are used to provide the Service to you. We reserve the right to change the infrastructure used to deliver the Service at any time, so long as this does not adversely affect the performance of the Service or your use of the Service.

## 4. OnNet and OffNet DSL Services General Terms

- 4.1 Buzz Telco Pty Ltd is only able to provide OnNet or OffNet ADSL services if the customer has, and continues to use, a qualified telephone line over which a reseller of Telstra Wholesale supplies a standard telephone service.
- 4.2 Connection of the Service will mean that incompatible products from us, our Supplier or other service providers will not be supplied on that qualified telephone line.
- 4.3 If you are using any incompatible products, we will not be able to supply an OnNet or OffNet ADSL service on the relevant qualified telephone line.
- 4.4 Installation and operation of a monitoring service may cause temporary disruption to the OnNet or OffNet ADSL service.
- 4.5 Where you have or are acquiring a monitoring service, you may need to install additional equipment, at your cost, to be able to receive the OnNet or OffNet ADSL service.
- 4.6 Buzz Telco Pty Ltd and our Suppliers may at any time change the method of delivery of the OnNet or OffNet ADSL service.
- 4.7 During a transfer of a DSL Tail Circuit to us and our Suppliers, there may be a brief period when the OnNet or OffNet ADSL service is interrupted. Buzz Telco Pty Ltd and our Suppliers are not liable for any interruption or delay in the transfer process.
- 4.8 Neither we nor our Suppliers are liable in any circumstance (including in negligence) in relation to any service supplied to you, any delay in supplying the service or any failure to supply the service.
- 4.9 Buzz Telco Pty Ltd and our Suppliers may suspend or configure the OnNet or OffNet ADSL service if any of the events specified in this Agreement occur, and whether or not this occurs, you remain liable for the use of the service.

## 5. Naked DSL Services General Terms

- 5.1 Buzz Telco Pty Ltd is only able to provide Naked DSL services if the customer has a qualified telephone line over which a reseller of Telstra Wholesale supplies a standard telephone service, this standard telephone service will be automatically cancelled upon activation of Naked DSL.
- 5.2 Buzz Telco Pty Ltd is only able to supply Naked DSL Services to customers who are connected to a Telstra Exchange which has iiNet Equipment in it, this service is offered exclusively over the iiNet Network.
- 5.3 The provision of Naked DSL will result in your Standard Telephone Service being disconnected and you no longer having a dial tone.
- 5.4 It is your responsibility to inform your previous provider that you have terminated your Telephone Service. Buzz Telco Pty Ltd will accept no responsibility if your previous provider continues to charge you for this service.
- 5.5 Installation and operation of a monitoring service which requires a dial tone, will require the installation of an additional standard telephone service to run these services over.
- 5.6 Buzz Telco Pty Ltd and our Suppliers may at any time change the method of delivery of the Naked DSL service.
- 5.7 During a transfer of a DSL Tail Circuit to us and our Suppliers, there may be a brief period when the Naked DSL service is interrupted. Buzz Telco Pty Ltd and our Suppliers are not liable for any interruption or delays in the transfer process.
- 5.8 Neither we nor our Suppliers are liable in any circumstance (including in negligence) in relation to any service supplied to you, any delay in supplying the service or any failure to supply the service.
- 5.9 Buzz Telco Pty Ltd and our Suppliers may suspend or configure the Naked DSL service if any of the events specified in this Agreement occur, and whether or not this occurs, you remain liable for the use of the service.

## 6. Using the Service

- 6.1 In using the Service, you agree to comply with all laws and regulations, all rulings and instructions from Regulatory bodies and all reasonable requests from us.
- 6.2 In using the Service, you and anyone using the service we are providing to you, agree to follow our Acceptable Use Policy.
- 6.3 In using the Service, you agree and accept our Privacy Statement.
- 6.4 In using the Service, you agree to not infringe on another person's rights and not to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.
- 6.5 In using the Service, you agree to not expose Buzz Telco Pty Ltd and our suppliers to liability.
- 6.6 You agree to not use the service in any way which damages, interferes with or interrupts the Service, Buzz Telco Pty Ltd's network and our Supplier's networks.
- 6.7 You are responsible for and must pay for any use of the Service, including:
  - (a) Any unauthorised use, except from any unauthorised use that has arisen as a result of our negligent or wrongful act or omissions;
  - (b) Any use of the Service by any person that you have expressly or implied are allowed to use the Service;
  - (c) If you vacate a premise and do not inform us and request a cancellation or transfer of the Service.
- 6.8 You authorise us to perform Security checks and scans on the Network and the Service, including I.P addresses that have been allocated to you and Equipment however we are not required to do so.
- 6.9 You acknowledge and accept that we will withhold, collect and intercept communications over the Services to the extent that is required by law.
- 6.10 You acknowledge and accept that we will assist and disclose information about you and the services we provide to you to the relevant Government authorities, without your express consent, when requested to do so to the extent permitted by law.
- 6.11 We and our Supplies may, but are not obligated to, collect information and monitor your usage of the Service and communications sent over the Service for the purpose of ensuring you are complying with the Terms and Conditions set out in this agreement and our Supplier's Terms and Conditions.
- 6.12 You must not connect to our Network using a Username or Password that was not provided to you for your specific connection. A breach of this clause constitutes a material breach of this agreement.

## 7. Pricing and Billing

- 7.1 You will be charged in accordance with the relevant Critical Information Summary for the service you have applied for.
- 7.2 You will be charged monthly, commencing on Commencement Date for your service.
- 7.3 If the date you would normally be charged on does not occur in a particular month, you will be charged on the next day (for example, your billing date is the 30<sup>th</sup>, in February you will be charged on the 1<sup>st</sup> March).
- 7.4 The terms, offers, pricing, contract length and any other material conditions set out in the Critical Information Summary for the service you have applied are taking to be binding as part of this contract.
- 7.5 You will be invoiced monthly in advance for your service and your tax invoice will be emailed to you to the address you have provided to us and will be available for download from our client portal area.
- 7.6 You may elect to have your monthly invoice posted by mail to you, we can do this for a fee of \$2.00 per month. This fee will be charged with your monthly invoice.
- 7.7 You may be sent a notice of disconnection, suspension or restriction if any of your invoices become 14 days overdue to the email address you have previously provided to us. If any of your invoices remain overdue for a further five (5) days after a notice of disconnection, suspension or restriction has been sent, your account may be disconnected, suspended or restricted. Your service may be cancelled if an invoice becomes two months overdue.
- 7.8 If the service has been suspended for lack of payment, you will continue to be charged for the period the service is suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur.
- 7.9 If your service has been cancelled for lack of payment, you will be charged an Early Termination Fee, as set out in clause 9.4 of this agreement, in addition to overdue amounts.
- 7.10 If needed in the duration of your contract, a Financial Hardship agreement can be arranged for your service, as per Buzz Telco Pty Ltd's Financial Hardship policy.
- 7.11 Where applicable, credits and/or refunds may be issued in accordance with Buzz Telco Pty Ltd's Credit & Refund's Policy.



## 8. Data Usage and Shaping

- 8.1 The monthly data usage allowance for the service will be charged in accordance with the Critical Information Summary for the service you have applied for.
- 8.2 Your data usage will be reset to zero each month, commencing on the date you are initially billed for the service ("Billing Cycle").
- 8.3 Your data usage is measured in Megabytes (Mbps) and applies to Downstream data, you will not be charged for Upstream data.
- 8.4 If your data usage exceeds your allowed monthly data usage allowance, you will be Shaped. Shaped/ (Shaping) means, where your usage exceeds your monthly data usage allowance in any given month, your download and upload speeds will be slowed to 1024kbps download and 512kbps upload.
- 8.5 Your service will remain shaped until your data usage resets to zero at the start of a new billing cycle.
- 8.6 You may choose to increase your monthly data usage allowance for your service by upgrading to a higher data plan as set out below in 10. Variations. By upgrading to a higher data plan, your monthly data usage allowance will increase and, if you have not exceed your new monthly data usage allowance, you will be unshaped within 2 (two) business days.
- 8.7 We will notify you by email to the address you have provided us with when your data usage is at 50%, 85% and 100% of your monthly data usage allowance. Usage notifications do not occur in real time but with a delay of 24 hours after you actually reached the respective thresholds.

## 9. Cancellation and Suspension

### **Cancellation or suspension by Us**

- 9.1 Buzz Telco Pty Ltd reserves the right to cancel or suspend the service if you fail to comply with the terms and conditions set out in this Standard Form of Agreement.
- 9.2 Buzz Telco Pty Ltd reserves the right to cancel or suspend the service if you fail to comply with the terms and conditions set out in our Acceptable Use Policy.
- 9.3 As per clause 7.7, we will give you 5 (five) days' notice before suspending the service for lack of payment.

### **Cancellation or suspension by You**

- 9.4 You may cancel the service at any time by contacting us and verifying your identify but you may be required to pay Early Termination Fees.
- 9.5 Early Termination Fees apply to you, if you choose to cancel the service before the end of the life of your contract. Early Termination Fees are charged at a rate of \$25.00 per month for each month left on the period of your contract.
- 9.6 DSL services cannot be suspended at your request as there is an on-going cost incurred in maintaining the connection with our suppliers that we will incur.

## 10. Variations

### Variations of Service Plan

- 10.1 You may vary the service to another DSL service provided by Buzz Telco Pty Ltd by:
- a) Completing and submitting the online application form located on our website;
  - b) Telephone us and asking our Customer Service Representative to complete the application form for you with the details you provide;
  - c) Completing a written application and sending to us by email or mail;
  - d) Any other method for the Application agreed to by both you and us.
- 10.2 You may vary the service to increase or decrease your monthly data allowance which will increase or decrease your monthly invoice amount.
- 10.3 You may vary the service three (3) times in twelve months free of charge. If you choose to vary your service plan four (4) or more times in twelve months, you will be charged a processing fee of \$25.00 (including GST) from every variation from the fourth time.
- 10.4 If you choose to vary the service to another DSL service provided by us, the Critical Information Summary for the service you have chosen to change to will be binding as a part of this contract and the Critical Information Summary for your original service/plan will stop being in effect (if applicable).
- 10.5 If you are increasing your service plan, you may choose whether the variation will come into effect at the start of the current month (data limited for the current month will be increased) or from the start of the next month – you will be charged accordingly.

### Moving Premises

- 10.6 Our services are not available in all locations. Accordingly, if you move premises we may not be able to continue to offer you our services. This agreement and your contract period will still be taken to be in effect if you move premises, if we can offer you the service or we can offer you an equivalent service (for example, naked DSL to OffNet ADSL).
- 10.7 If we cannot offer you the service or an equivalent service at your new premise, your contract will be terminated and no Early Termination Fees will be charged.
- 10.8 Relocation of services will cost \$50 (including GST).
- 10.9 It is your responsibility to inform us that you have moved premises, if you do not do so, you will continue to be charged for your service as normal.

## 11. Customer Support

### Faults

- 11.1 If you experience a fault in respect to your connection to our service, you can contact customer support by calling us, emailing us or lodging a support ticket through our website.
- 11.2 We will take reasonable measures to rectify the fault within 3 (three) business days. However, depending on the nature and complexity of your fault, in some circumstances rectifying your fault may take longer.
- 11.3 We will acknowledge your report of the fault immediately if you report the fault to us over the phone. We will take reasonable measures to acknowledge your report of the fault within 4 (four) hours (within the business operating hours) if you email us or lodge a support ticket through our website.
- 11.4 You acknowledge, under no circumstance should you contact Buzz Telco Pty Ltd's Suppliers in relation to a fault or any customer support enquiry in relation to the service provide to you by Buzz Telco Pty Ltd.

### Warranty

- 11.5 All hardware provided to you by us, whether purchased or promotional, are covered by warranty. All warranties applicable are set out in our Hardware Warranty Policy.
- 11.6 Our Hardware Warranty Policy will not apply if you supply your own modem.

### Software

- 11.7 We do not provide support for software and programs not supplied by Buzz Telco Pty Ltd. Software and programs which we do not provide support for include one which you have downloaded from the internet using the internet connect provided to you by us.

## 12. Scheduled and Unscheduled Maintenance

- 12.1 Buzz Telco Pty Ltd and our Suppliers require, from time to time, the ability to perform maintenance on the network. Buzz Telco Pty Ltd must give notice via email to the address you have provided to us, as follows:

Category	Notice Period	Duration	Period
Planned Major	7 Business Days	<60 minutes	1am – 5am (AEST)
Planned Minor	3 Business Days	<20 minutes	1am – 5am (AEST)
Unplanned Minor	24 hours	<10 minutes	1am – 5am (AEST)

- 12.2 Buzz Telco Pty Ltd and our Suppliers, from time to time, may need to perform emergency maintenance on the network. In this instance, we will endeavour to inform you at least 24 hours beforehand (however this may not always be possible) and keep down time to under 60 minutes (however this may not always be possible).
- 12.3 In the event of a Mass Service Disruptions, unforeseen unpreventable service interruptions may occur. Mass Service Disruptions are usually caused by natural disasters and severe weather. In the event of a Mass Service Disruption, we will endeavour to keep you as informed as possible when information becomes available to us from our Suppliers.