

Standard Form of Agreement as at April 2007.

This document's objective is to ensure you are aware of your rights and obligations as a User of Services under this contract and of Ocean Broadband's rights and obligations as a Supplier of Services. It is the Standard Customer Relationship Agreement between the Customer/Applicant and Ocean Broadband for the Supply of Broadband Internet Services as specified by the Application Form.

1. Application and Variation of the Contract

- 1.1 This Contract supersedes any previous Contracts provided by Ocean Broadband. It sets out the terms on which Ocean Broadband delivers the Service to you.
- 1.2 If and when any changes are made, notification will be given to you via your nominated E-mail Address at least fourteen (14) days prior to the changes taking effect. Any use you make of the Service after that publication will constitute an acceptance by you of the notified changes.
- 1.3 If we notify you of any proposed change that we consider detrimental to you, you may terminate the service provided you give Ocean Broadband a minimum of seven (7) working days written notice prior to the new agreement taking effect. Under this clause, all equipment owned by Ocean Broadband must be returned and no termination fee will be applied to contract.

2. Service plans

- 2.1 Ocean Broadband will supply you with a broadband internet service as requested by you, the details of which are specified in one of the following Standard service plans listed below

2.1.1 "256K Starter" – \$39.95/month (incl. GST)

This is Ocean Broadband's entry-level "flat-rate" residential broadband service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- "Always-on" access to the Internet – no dial-up required.
- The peak data speeds of the service are 256Kbps for downloading and 64Kbps for uploading.
- This service has a total monthly usage quota of 500 megabytes (500MB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 500MB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (download only) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.

- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.2 “512K Flat-rate” – \$49.95/month (incl. GST)

This is Ocean Broadband’s threshold “flat-rate” residential broadband service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 512Kbps for downloading and 128Kbps for uploading.
- This service has a total monthly usage quota of 1 gigabyte (1GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 2GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that calendar month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.3 “256K Premium” – \$49.95/month (incl. GST)

This is Ocean Broadband’s intermediate entry-level “flat-rate” residential broadband service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 256Kbps for downloading and 64Kbps for uploading.
- This service has a total monthly usage quota of 2 gigabytes (2GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 3 GB quota during off-peak hours (from 12 midnight to 7am). The quota

is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (download only) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.

- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.4 “512K Premium” – \$59.95/month (incl. GST)

This is Ocean Broadband’s upper-intermediate-level “flat-rate” residential broadband service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 512Kbps for downloading and 128Kbps for uploading.
- This service has a total monthly usage quota of 3 gigabytes (3GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 5GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (download only) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.5 “1Meg Turbo” – \$69.95/month (incl. GST)

This is Ocean Broadband’s entry level value-added residential service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.

- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 1024Kbps for downloading and 256Kbps for uploading.
- This service has a total monthly usage quota of 5 gigabytes (5GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 7GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.6 “1Meg Turbo Plus” – \$79.95/month (incl. GST)

This is Ocean Broadband’s intermediate-level value-added residential service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 1024Kbps for downloading and 256Kbps for uploading.
- This service has a total monthly usage quota of 10 gigabytes (10GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 10GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day

- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.7 “2Meg Ultra” – \$99.95/month (incl. GST)

This is Ocean Broadband’s entry-level multimegabit residential service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 2048Kbps for downloading and 384Kbps for uploading.
- This service has a total monthly usage quota of 10 gigabytes (10GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 10GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.8 “2Meg Ultra Plus” – \$129.95/month (incl. GST)

This is Ocean Broadband’s premium multimegabit residential service. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 2048Kbps for downloading and 384Kbps for uploading.
- This service has a total monthly usage quota of 20 gigabytes (20GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 20GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak or off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.

- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

2.1.9 “512K Biz” – \$143 per month (incl. GST)

This is Ocean Broadband’s business-grade symmetric broadband service. It is not available in all areas. The service includes:

- A flat, monthly charge for this service with no excess usage charges.
- “Always-on” access to the Internet – no dial-up required.
- The peak data speeds of the service are 512Kbps for downloading and 512Kbps for uploading.
- This service has a total monthly usage quota of 20 gigabytes (20GB) for uploads and downloads during peak usage hours (from 7am to 12 midnight), along with a further 20GB quota during off-peak hours (from 12 midnight to 7am). The quota is reset at the beginning of every calendar month. If you exceed either 4000MB quota prior to the end of the month, Ocean Broadband may throttle back your service to 72Kbps (upload and download) for the remainder of that calendar month during the respective peak and off-peak period. If you exceed 150% of either quota, Ocean Broadband may at its sole discretion throttle back your service to 33 Kbps (upload and download) for the remainder of that month.
- The targeted Availability of The Service is 99%, averaged over a quarterly period. However, Ocean Broadband cannot guarantee connection to any particular Internet site.
- Free 24 hour fault reporting, using support@oceanbroadband.net
- Staffed helpdesk during business hours: 9am to 6pm
- Customer usage information updated at least once per day
- The ability for the customer to query Ocean Broadband to be informed on their current usage level

3. Other service conditions

- 3.1 No responsibility will be taken by us for any loss, damage, liability or expense resulting from the lack of continuous provision of Service.
- 3.2 In order to comply with legal obligations Ocean Broadband may, where it is deemed necessary, monitor data access transmitted by you when using the Service.
- 3.3 Under relevant state or federal legislations, industrial code of practice or under directions of regulatory authorities or court order, we may take any steps deemed necessary in order to comply with any legal obligations.
- 3.4 When requesting changes of plan levels, you must provide a written request To Upgrade your account stating your current account details and the account you wish to upgrade to.

- 3.5 You must also provide us authorisation to deduct the new amount from your nominated account if automatic payments have been arranged. You must state whether you wish to be upgraded immediately or from your next Billing Cycle.
- 3.6 Prior to the account being upgraded payment must be received for the difference between the two accounts for the remainder of your current Billing Cycle if you elect to upgrade immediately.
- 3.7 When upgrading from commencement of your next Billing Cycle, you will be invoiced prior to commencement of your next Billing Cycle reflecting the requested changes.
- 3.8 You may always (having either Upgraded or Downgraded previously) elect to revert to the original plan you subscribed to at the start of your contract.
- 3.9 To Downgrade your account, you must provide written authorisation to deduct the new amount from your nominated account where automatic payments have been arranged, stating your current account details and the account you wish to downgrade to. Your new nominated downgraded account will take effect from your next Billing Cycle. You will be invoiced prior to the commencement of your next Billing Cycle reflecting these changes.
- 3.10 You may not Downgrade to a lesser priced plan than the plan you were originally contracted to while under a contract, however if you may always change back to the original plan you subscribed to at the start of your contract.

4. Billing

- 4.1 GST is included in all prices quoted on our sales and promotional material.
- 4.2 We require that all accounts be paid through accepted Credit/Debit Card only. Ocean Broadband has the right to decline any other types of payment and, at its sole discretion, may elect to charge an additional processing fee of no more than \$10 per month, for alternative forms of payment.
- 4.3 The initial payment is made in advance and must be cleared prior to the Account being activated for use. We reserve the right to disclose your credit/debit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit/debit card details.
- 4.4 All ongoing payments are calculated on a quarterly basis and payable in advance. Any additional fees and charges that might be incurred will be payable in Arrears. Ocean Broadband will endeavour to deduct all Automatic Payments in the first week of the payment period cycle.
- 4.5 Ocean Broadband must be notified of any changes required to your Automatic Payment details at least seven (7) working days prior to your next Billing Cycle commencing.
- 4.6 Additional Charges may apply if incorrect account details have been given, insufficient funds are available or changes to account details are not passed on to Us.
- 4.7 It remains your responsibility to pay all monies owing on your Account by the due date. If payment is not received on the due date, your account will be suspended immediately and until full payment has been received.
- 4.8 If you remain suspended for an entire calendar month, you are still required to pay for the provision of the Service in that month. If payment for Services have not been received for 60 days, your account will be closed and action taken to recover any debt.
- 4.9 Any expenses, costs, or disbursements incurred by us in recovering any outstanding monies including dishonour fees, debt collection, agency fees or legal fees will be billed to your account.

- 4.10 It is your responsibility to pay all monies invoiced by the due date, even if the charges are the result of unauthorised access to your Service.
- 4.11 A re-connection fee will apply to re-activate a suspended or closed account.

5. Customer Responsibilities

- 5.1 The Account Holder must have attained the age of 18 years.
- 5.2 If the Customer allows a person under the age of 18 to use the Service then the Customer is legally responsible for supervising that person's usage and particularly to ensure the suitability of content transmitted to and seen by that person.
- 5.3 It is your responsibility to provide us with a nominated E-mail Address that we can use to contact you.
- 5.4 It is the Customer's responsibility to ensure that their computer meets the minimum specification to connect to the Service, including any Software and Hardware requirements.
- 5.5 The Customer is asked to regularly check their nominated E-mail Address for any correspondence from us about your Service.
- 5.6 The customer must not connect any unauthorised equipment to the Service.

6. Security

- 6.1 Ocean Broadband will allocate a fixed User ID to each Customer.
- 6.2 The Customer acknowledges that it is liable for all charges associated with the Service resulting from use of its password and agrees to keep its password confidential. Ocean Broadband accepts no liability for unlawful use of the Customer's password even in the event of it being lost or stolen.
- 6.3 The Customer agrees to immediately notify Ocean Broadband of loss or theft of their password. On application to Ocean Broadband the Customer may change their password at any time.
- 6.4 It is recommended that you take all necessary measures to protect your equipment and Service from unauthorised access. Unauthorised access of your Service via an unprotected connection (including wireless interception) is the sole responsibility of the Customer.
- 6.5 It is the Customers responsibility to take necessary preventative measures to protect your computer, software and data from viruses and other malicious programs. The customer acknowledges that Ocean Broadband cannot fully protect your computer, software and data.
- 6.6 The Customer acknowledges that some material on the Internet may be offensive, inappropriate or unsuitable and agrees that Ocean Broadband has no responsibility whatsoever for such material. Additionally the Customer hereby agrees that in using the Service the Customer must not:
 - 6.6.1 Use the Service to undertake any illegal or unlawful or offensive activity or commit any fraud or breach any Australian legislation, codes of conduct or standards established for the Internet Service Provider Industry;
 - 6.6.2 Disseminate computer viruses or other malicious programs;
 - 6.6.3 Transmit, store or place on the Internet any content which is defamatory, offensive or of a menacing and/or obscene character;
 - 6.6.4 Place on the Internet, or issue invitations to give directions (including hyperlinks) to, any illegal content or potentially illegal content;
 - 6.6.5 Engage in sending unsolicited emails, spamming and advertising material;

- 6.6.6 Engage in conduct so as to interfere with or disrupt any other Internet users or service providers;
 - 6.6.7 Engage in any unauthorised use of any material protected by patent, copyright, trademark or other intellectual property rights.
 - 6.6.8 Talk about hacking or about breaching any laws, talk of or engage in any conduct that may contravene any Ocean Broadband Policy (including but not limited to any Acceptable Use Policy that we may have and our Privacy Policy) and any other Policies or Practice to which Ocean Broadband may subscribe from time to time including Codes of the Internet Industry Association of Australia.
- 6.8 The Customer shall indemnify and hold harmless Ocean Broadband from and against any action, claim or loss that Ocean Broadband may suffer or may have brought against it as a result of the Customer breaching the Contract.
 - 6.9 Where your continued use of the Service adversely affects the network, we reserve the right to suspend/control the Service being delivered to your premises.
 - 6.10 Any persons that use your Service have read and understand the Contract.

7. Our Responsibilities

7.1 General

- 7.1.1 Network outages may occur from time-to-time that may result in the Customer suffering from Downtime. In the case of scheduled maintenance outages, all Customers who may be affected will be notified through Their Default E-mail Address no later than 7 days prior to the scheduled outage, unless the scheduled outage is for emergency maintenance where you will be notified as soon as is practically possible.

7.2 Connection of Service

- 7.2.1 Given that we have received an application form from which payment has been successfully processed, and all required connections are completed and active, connection to the Service will be provided within 15 (fifteen) working days.

7.3 Outages

- 7.3.1 Restoration of Services resulting from Outages, where possible, will be kept within indicated times but may vary in the event of exceptional circumstances.
- 7.3.2 We will endeavour to restore Services resulting from a System-Wide Outage within 24 hours, a Community-Wide Outage within 48 hours and an Individual Outage within 72 hours of initial report.

- 7.4 If Ocean Broadband provides a Customer with a link to another web site or resource, Ocean Broadband will not be responsible for the content of those web sites or resources and Ocean Broadband makes no warranties or representations as to the accuracy of any information in or linked to its web site and assumes no liability or responsibility for any errors or omissions in content thereof. Additionally Ocean Broadband will not be responsible for the content or form of any information or data passed into the Internet in the provisions of the Service including any information which is defamatory, offensive, unlawful or unsuitable for people under 18 years of age or for any one in particular. Nor will it be liable for any damage to or viruses which may infect, contaminate or act to the detriment of any computer equipment or other equipment owned or utilised by the Customer.

- 7.5 Ocean Broadband provides the Service in accordance with its Privacy Policy which is available on request and is published on its website.

8. Installation

8.1 All externally mounted customer premises equipment must be installed by a licensed cabling installer, nominated by Ocean Broadband.

8.2 Depending on the complexity of your installation and your location, there are three installation options available to you:

- **Self Install** – an indoor customer's premises equipment (CPE) unit will be shipped to you from Ocean Broadband using surface mail to the location at which you required the service. This indoor CPE will include a power supply and an Ethernet Cable to connect to your computer. In this case the Network Access Port (NAP) will be the Ethernet port on the indoor CPE.
- **Standard Install** – installing and cabling the externally mounted customer's premises equipment (CPE) to a single internal wall port, the Network Access Port (NAP) for single story buildings or cable runs less than or equal to 10 metres.
- **Gold Install** – installing and cabling per the Standard Install to a single NAP for multistory buildings or cable runs longer than 10 metres.

You will be advised which of these installation options is applicable for your premises before signing up to a service with Ocean Broadband. This may require a phone call from one of our pre-installation technicians to ascertain the requirements for your installation prior to your signing up with Ocean Broadband.

These three installation options are described in further detail below:

8.3 Your installation responsibilities for standard or gold installs:

Prior to an Ocean Broadband installer arriving at your premises, you must ensure that you have addressed the following points:

8.3.1 It is your responsibility to create a backup of all essential files in case of loss or corruption of data.

8.3.2 You must provide reasonable access to your residence to enable Ocean Broadband's installer to carry out the installation.

8.3.3 Your computer must be located within two (2) metres of the NAP. If the computer is located at a further distance you must notify Ocean Broadband when booking a time with the installer so that they can prepare a longer connection lead. Non-standard connection leads will attract an additional per metre charge.

8.3.4 You must ensure that a 240VAC internal power outlet is located within two (2) metres of the NAP.

8.3.5 You should ensure that your computer meets the requirements set by Ocean Broadband including any hardware and software needed to use the Service. This includes a compatible 10 or 100 Mbps Ethernet network interface on your computer, along with the properly configured drivers on your computer's operating system to make use of this network interface.

8.4 **Self Install:** Ocean Broadband provides this installation option for a single story dwelling or where cabling to a single NAP is required with length from the Customer Premises Equipment to the NAP of 10 metres or less.

8.4.1 The installation comprises shipping an indoor CPE unit to the Customer. It is the Customer's responsibility to determine the best location within the premises to obtain a signal from our service. In the event that no service can be obtained from the indoor CPE, the customer can ship the CPE back, at its own cost, to Ocean

Broadband to obtain a full refund for the equipment. This will also terminate the contract with no termination charges payable. Ocean Broadband will not be held liable for any customer costs that may arise from a failure to obtain a service from an indoor CPE.

8.5 Standard Install: Ocean Broadband provides this installation option for a single story dwelling or where cabling to a single NAP is required with length from the Customer Premises Equipment to the NAP of 10 metres or less.

8.5.1 The installation comprises:

- Fitting the externally mounted Customer Premises Equipment (CPE) to the outside of the dwelling
- Cabling from the CPE to a single internal wall port, the Network Access Port (NAP).

8.5.2 Prior to an Ocean Broadband technician arriving at the premises, in addition to the clauses in 8.1-8.4 above, you must ensure that you have available all original operating system installation media.

8.6 Gold Install: Ocean Broadband provides this installation option for larger or multi-story dwellings, where cabling to a single NAP is required to span more than one floor in the dwelling or where the run of cable required is longer than 10 metres.

8.6.1 An additional fee will apply in the case of a Gold Install and will be quoted to You prior to installation.

8.6.2 The installation comprises:

- Fitting the externally mounted Customer Premises Equipment (CPE) to the outside of the dwelling
- Cabling from the CPE to a single internal wall port.
- Optionally fitting a guyed mast (“Hill Telomast” type) to the roof of your premises.

8.6.3 Prior to an Ocean Broadband technician arriving at the premises, in addition to the clauses in 8.1-8.4 above, you must ensure that you have available all original operating system installation media.

8.7 Where we specify a time for your installation, we will try to keep to the specified time, but we cannot be liable for any loss or damage you suffer if we fail to do so.

8.8 Where an installation cannot be performed due to the failure of the Customer to provide the above, an additional charge may be made.

9. Commencement of the Contract and the Service

9.1 The Contract is active from the date the Application Form is signed. Ocean Broadband may deduct any initial setup costs including the cost of the Service over the initial Billing Period between the activation of the Contract and the commencement of the Service.

9.2 The provision of Service is deemed to have commenced once all of the following criteria have been met:

9.2.1 Network infrastructure has been installed and tested satisfactorily.

9.2.2 The Application Form has been completed fully and accurately and has been signed by the customer.

9.2.3 Payment of the initial setup costs including the cost of the Service over the initial Billing Period has been successfully processed.

- 9.2.4 You have received/collected the CPE from Ocean Broadband.
- 9.2.5 Ocean Broadband has formally activated the Customer's connection to a broadband service and registered this fact in its Customer Relationship Management system.

10. Abuse Procedures

- 10.1 Abuse procedures will be commenced by:
 - 10.1.1 Giving an unauthorised person the Customer's account and password details;
 - 10.1.2 Deliberately or recklessly disrupting Ocean Broadband's Service or activities, or engaging in any activity likely to disrupt the same, either deliberately or not;
 - 10.1.3 Engaging in spamming;
 - 10.1.4 Misusing access to the Internet in a manner identified in writing by a competent law enforcement official as unlawful;
 - 10.1.5 Using access to the Internet to menace or harass others;
 - 10.1.6 Behaviour that results in the disruption of other people's access to the Internet or their enjoyment thereof, including but not being limited to computer viruses, email bombardment and damage to Internet-connected resources and channel flooding;
 - 10.1.7 Using access to the Internet to unlawfully obtain access to other networks.

11.0 Suspension or Termination of Service

11.1 Suspension by User:

- 11.1.1 You can terminate the account at any time, providing you provide us with Written Notification at least 7 working days prior to the next billing cycle.
- 11.1.2 If an account is closed while still in contract, termination fees will apply.
- 11.1.3 Any pre-paid fees for Services are non-refundable on termination.
- 11.1.4 In some cases a cooling off period is required by law. If you are covered by a cooling off period, you may terminate the Service without penalty if you provide Written Notification to Ocean Broadband within the timeframe allowed from the commencement of the Customer Relationship Agreement.

11.2 Suspension by Ocean Broadband:

- 11.2.1 This can be triggered by any breach of the Contract. As opposed to termination, Ocean Broadband may choose to suspend the Service for such period it determines.
- 11.2.2 Ocean Broadband supports the right to privacy and the laws that support privacy in all forms and it strictly prohibits the sending of unsolicited mass messages of any kind. We will terminate the account of any member who uses "spamming" techniques to solicit referrals and who does not remove a recipient upon being requested to do so by that recipient.
- 11.2.3 If Ocean Broadband suspends your Service for any breaches under this agreement, you shall remain liable for all charges due throughout the period of suspension. A fee may apply.
- 11.2.4 Upon the death of the Account holder, the account shall be deemed terminated.
- 11.2.5 If Ocean Broadband terminates an account whilst in contract, a termination fee may be applied if termination is resulting from the misuse of the Service.

- 11.3 If the account is terminated, you remain liable for all charges payable under the agreement in respect of the provision of services from the time of termination to the end of the Billing Cycle or Contract Period.

12. Ownership and Use of the Equipment and Facilities

- 12.1 The Ocean Broadband Network is an important part of our ability to provide you with the Service. This means that we need to make sure that the Broadband Network remains our absolute property at all times. The boundary of our Broadband Network is at the Network Access Point (NAP) within the Premises.
- 12.2 Internet connections can only be made to Network Access Ports (NAPs) installed by Ocean Broadband authorised installers, or to indoor CPE shipped to the Customer from Ocean Broadband.
- 12.3 All new indoor CPE provided by Ocean Broadband is covered by an 18 month limited warranty. The customer agrees to maintain indoor CPE in good condition and repair at all times.
- 12.4 All indoor CPE provided by Ocean Broadband remains the property of Ocean Broadband until completion of 18 months of service provision. If the Customer terminates their account prior to the service being provided for 18 months, the equipment must be returned to Ocean Broadband.
- 12.5 All external CPE is owned by Ocean Broadband and must be maintained by the Customer in good condition and repair. Ocean Broadband will, at all times, retain ownership of this equipment. Ocean Broadband may charge the Account Holder any reasonable costs incurred for repairing or replacing the equipment if damaged, lost or stolen.

13. Internet Support Facilities

- 13.1 We provide you with a staffed help desk support service from 9am to 6pm weekdays, year round. Support hours are liable to change at any time. If Ocean Broadband deems these changes as detrimental to you, you will be notified through your Default E-mail Address.

13.1.1 If you are experiencing any difficulty with your access, you can contact support:

13.1.1.2 By E-mail on support@oceanbroadband.net.au

13.1.1.3 By Telephone on **1300 4 OCEAN** (1300 4 62326)

13.1.1.4 By Fax on 08 9467 6217

13.1.2 We encourage you to make use of this free service for genuine service issues. As our support technicians are trained to solve broadband Internet issues, we ask that you acknowledge that:

13.1.2.1 We cannot offer support for general software issues;

13.1.2.2 We cannot offer support for general hardware issues.

14. Contract period

- 14.1 You will initially contract with us to provide the Service for a period of 24 month, measured from the date of Commencement of the Service. Once the initial contracted period ends, you will be contracted to Ocean Broadband on a quarter by quarter basis.

14.2 Termination of a Service

- 14.3.1 You, the Customer, are bound by your Contract with us, your service provider, as would be the case with any other commercial arrangement.

- 14.3.2 Standard termination fees apply in the event of a Customer-initiated termination, equal to the contracted plan payments, summed over the remaining unpaid period of the term. Any remaining pre-paid months that have not been used will be forfeited.
- 14.3.5 Should it prove not possible, in our view, to maintain a reliable radio connection between our network and the Customer's premises, Ocean Broadband may elect, at its sole discretion, to terminate the Service with immediate effect. In such an event, the Customer is released with immediate effect from the Contract with no further payments due to either party. The Customer agrees in this event to allow Ocean Broadband access at a mutually agreed time to retrieve its externally-mounted equipment from the roof of the Customer's premises.

15. Complaints Procedure

- 15.1 If you have a complaint about our services or associated matters, you may contact us via mail, e-mail, phone or fax, or via our online complaints form.
- 15.2 You may request to have your complaint escalated to be dealt with by a manager, if you are dissatisfied with the outcome of your complaint.
- 15.3 If still dissatisfied, you can lodge a complaint through the Telecommunications Industry Ombudsman (TIO), which you can lodge online at <http://www.tio.com.au>.

16. Force Majeure

- 16.1 If, as a result of Force Majeure, either Party is unable to carry out their obligations under this Agreement, they shall give the other Party prompt written notice of the occurrence and particulars of the act, event or cause constituting the Force Majeure and, in so far as known, the probable extent to which it will be unable to carry out, or be delayed in carrying out its obligations and thereupon will not be required to carry out such obligations for the period provided the Party has used all possible diligence to overcome or remedy the Force Majeure as quickly as possible.

17. Proper Law/Jurisdiction

- 17.1 This Agreement shall be governed by the laws in Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

Definitions

Agreement

Your Application, and Standard Customer Relationship Agreement

Bandwidth Throttling

Where the connection speed is reduced to approximately 72Kbps or lower.

Billing Cycle

The quarterly billing period

Community-Wide Outage

An outage that results in downtime, affecting an Ocean Broadband community served by the same base station

CPE

Consumer Premises Equipment (e.g. Modems, Routers, Wireless Equipment, etc).

Defined Abuse

Means misuse of the Service and access to the Internet as per Clause 10

Direct Debit

A payment method by which you authorise us to deduct a set amount every Payment Period directly from your nominated bank account or credit or debit card

Download

Any data that is received by your computer from the Internet

Downtime

The period in which a customer cannot gain access to the Service due to network outages

Force Majeure

means any act, event or cause beyond the reasonable control of the party concerned including, but not limited to, acts of God, perils of the sea, war, sabotage, riot, storm and tempest, earthquake, landslide, explosion, strike and other labour difficulties (whether or not involving employees of the party concerned) or failure of the internet or world wide web.

General Traffic

All traffic that is not classified as Local or Internal Traffic

Individual Outage

An outage that results in downtime, affecting an individual premises

Internal Traffic

All traffic that does not leave the Ocean Broadband network

Kbps

kilobits per second

Mbps

Megabits per second

Ocean Broadband, Us, Our

Ocean Broadband – ACN 110 380 820

Principal place of business: 7/295 Rokeby Road, Subiaco, WA 6009

Outage

The inability to deliver the Service

Premises

The physical address where the Service is connected

Spamming

Spamming is the unsolicited and unauthorised sending of messages of any kind to businesses and people who do not know you personally and have not agreed to receive your messages.

System-Wide Outage

An outage that results in downtime, affecting the entire Ocean Broadband Internet network

Traffic Limits

The total allowable data transferred through your account over a calendar month

Upload

Any data that is sent by your computer to the Internet

Written Notification

Acceptable forms of Written Notification is e-mail, fax or registered mail

You, Your, Customer, Applicant

The account holder as per the name given on application