



Broadband Terms and Conditions

Overview

To maintain quality of service for all subscribers, we comply with directives that restrict sites distributing pirated music, software and pornography.

BEST Telecom does not allow you to send large amounts of unsolicited or unwanted mail via our systems or services.

Customers should be aware of our preferred methods, per the last page of document.

BEST Internet & Telecom Pty Ltd, ABN 18 127 715 360 ("BEST Telecom") will supply you with the services ("Services") on the terms and conditions set out below. Words not defined in these terms and conditions have the same meaning as in the Telecommunications Act, 1997 (Cwth). These product conditions form a part of our Standard Form of Agreement lodged with the Australian Communications & Media Authority in accordance with Part 23 & S479 of Telecommunications Act (Cwth), which may be viewed at http://www.austlii.edu.au/au/legis/cth/consol_act/ta1997214/s479.html.

If you intend to use our service for purposes not in keeping with this policy, you should make arrangements to find an alternative service, more suitable to your needs.

Conditions

1. Definitions

- 1.1 "BEST Telecom" refers to BEST Internet & Telecom Pty Ltd, its employees, networks and systems.
- 1.2 "user", "you", "your", "member" and "subscriber" refers to any person or device that connects to BEST Telecom for the purpose of gaining access to the system and the system refers to any computer, network, concentrator, terminal, or device that is used to supply services by BEST Telecom. "Members Area" refers to the area on the BEST Telecom web site used by members to access notices and account information.
- 1.3 By using or subscribing to BEST Telecom you are subject to the following terms and conditions.
- 1.4 This agreement is governed by the laws in force in Queensland Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Australia, when determining any dispute concerning this agreement.

2. Registration

- 2.1 During the subscription process you will be asked for personal information - you authorise BEST Telecom to obtain personal information about you to support your application to become a BEST Telecom subscriber, and to conduct all relevant credit checks and searches to enable BEST Telecom to confirm your identity and credit worthiness.
- 2.2 You must be at least eighteen years of age, and provide your correct name, current address and telephone number, as well as a valid Credit Card. A current Drivers License and Date of Birth may also be required as part of determining your correct identity and you agree to immediately inform BEST Telecom of any changes to your personal details.
- 2.3 Your privacy will be respected at all times in accordance with the Privacy Policy published on our website from time to time.
- 2.4 DSL service provisioning requires a signed copy of the relevant BEST Telecom DSL Terms & Conditions to be forwarded to our offices via fax, post or email.



3. Notices

- 3.1 Regular notices are sent to your BEST Telecom e-mail address and or posted in the Members Area for your information. You must regularly check your BEST Telecom e-mail address for important notices from BEST Telecom. Notices are considered to have been sent when Date Stamped by the sending BEST Telecom mail server.

4. Your Conduct

- 4.1 You agree not to place, store or relay software or information on the system which is unlawful, or attempt to access internal areas of the system or engage in any forms of "hacking", "relay", "mail bombing", "ping attacks", "spamming", "port scanning", "denial of service", "sub-seven", "netbus" etc. or any destructive or disruptive action against BEST Telecom systems.
- 4.2 Your password must remain confidential, is not transferable and you agree not to assign, transfer or resell this agreement. You are responsible for selecting and maintaining at your expense any facilities or equipment necessary for you to connect to BEST Telecom.
- 4.3 If you use obscene language, abuse, threaten or harass any BEST Telecom staff member in person, via the telephone, fax or e-mail your account may be terminated immediately.

5. General Conditions

- 5.1 BEST Telecom provides dial-up services that are available twenty four hours a day to the standard active telephone jack in your premises. It is your responsibility to ensure that the access number provided by BEST Telecom is a local call.
- 5.2 Where necessary BEST Telecom connection software to configure your computer correctly, you are responsible if you tamper with the settings or allow another internet service provider's installation disc to alter or disrupt BEST Telecom settings and connection.
- 5.3 Your use of, or subscription to, BEST Telecom (including any additional services offered from time to time) constitutes acceptance of, and is governed by, these Terms and Conditions.

6. Technical Conditions

- 6.1 Multiple logins are not allowed, terminal logins are not permitted. Discount dial-up services may not be used as a Permanent Modem Connection, Mail or Web Server or to provide any Publicly Available service. Customers wishing to provide such services should apply for an appropriate service.
- 6.2 For security reasons standard dial-up system settings require you to re-authenticate every four (4) hours. Twenty (20) minutes of continuous in-activity also requires re-authentication. DSL services are not subject to session restrictions.
- 6.3 Automated attempts, devices or practices to avoid re-authentication on dial-up connections are not permitted and your access to the system will be restricted if in our opinion you engage in activities which restrict or deprive access to fellow BEST Telecom subscribers.

7. Limitation of Liability

- 7.1 BEST Telecom is not liable for any loss, damage or injury (including without limitation any loss of profit, indirect, consequential or incidental loss, damage or injury) arising from your use of the system, information obtained from it, or timed telephone calls charged by a telephone company to you.
- 7.2 BEST Telecom is dependent on external network and data services, therefore you indemnify BEST Telecom for any inability to provide such services which are beyond its control. BEST Telecom



does not guarantee that access to any system either internal or external to BEST Telecom, will be available at any given time or that the files, information or services will be error free or fault free.

- 7.3 The failure of BEST Telecom at any time to enforce or require the strict compliance of any provision in this agreement, shall not be interpreted as a variation of this agreement. BEST Telecom reserves the right to alter the system rules as required and to subcontract or assign this agreement without giving you notice.
- 7.4 This agreement is binding upon your successors, assigns, heirs, executors and administrators. If you are underage and have failed to disclose this to BEST Telecom, this agreement is legally binding on your parents or legal guardians.

8. Plan Information

- 8.1 Plans are subject to change and may be modified or withdrawn at any time. BEST Telecom will notify you as soon as practicable if any changes become necessary, and publish current information on our web site.
- 8.2 You may select a different plan at any time by calling our customer service center. Unused hours or unused data on your current plan will not carry over to the new plan or next period and excess fees must be paid before your plan change will take effect. Some plan changes will incur a change of plan fee.

9. Cancellation

- 9.1 To cancel a service, you should provide notice in writing to BEST Telecom. The notice must be signed by the account holder. To protect your security and privacy, e-mail and telephone cancellations may not be accepted, at BEST Telecom's discretion.
- 9.2 Any amounts paid prior to cancellation are non-refundable.
- 9.3 At least 1 calendar month's notice is required of termination or payment in lieu thereof.
- 9.4 The following disconnection fee applies when terminating a service:
- a. where less than 6 months service has been provided, \$55; or
 - b. where a contract of greater than 6 month is entered into, the balance of the agreement, per month or part thereof.

10. Termination

- 10.1 BEST Telecom may close, suspend or terminate a service without refund or credit if in the opinion of BEST Telecom you materially breach any of these terms and conditions, and you will remain liable for all charges owing under this agreement.

11. Billing

- 11.1 Monthly accounts - monthly accounts are calculated on the first day of each calendar month, and must be paid before the eighth day of each calendar month. An email reminder is sent on the first of each month.
- 11.2 Yearly accounts - where services are subscribed annually, the due date for subsequent payments is the same date of the following year. BEST Telecom will advise you via email in advance as the due date approaches.
- 11.3 Automatic credit card payments - where a credit card has been supplied, and you have authorised BEST Telecom to charge your card when amounts become due, your card will be



charged automatically between the first and the fifteenth of the month. If a transaction is declined a dishonour fee will apply.

- 11.4 Overdue accounts - failure to pay amounts owing by the due date may result in service suspension. If payment is not received in a timely manner following suspension, your account will be closed. BEST Telecom will notify you prior to termination due to amounts owing via email or phone. Overdue accounts may incur additional fees.
- 11.5 Invoices - tax invoices for all orders are sent via email, payment notifications for credit card payments are sent via email, copies of invoices and your billing history may also be made available to you in the Members Area.



How to Pay your Account

Online via our Secure Members Area

Pay with your credit card at the following website: <http://members.bestit.com.au> and login to using your login and password.

By EFT / Internet Banking :

St George BSB: 114-879 Account: 419 628 147 - specify member # in remittance

Credit Card

Pay with your credit card by:

- phone – contact us on 1300 85 2361 option 2; or
- fax – complete credit card details on your most current invoice, sign it and fax to 1300 85 2379.

By Mail

Post the remittance slip found on the front page of your bill with your cheque to:

BEST Internet & Telecom Pty Ltd
P O Box 1780
Southport QLD 4215

Billing Enquiries

If at any time you have questions relating to our services, please feel free to contact our friendly customer service team on **1300 85 2361**



707364 and reference number as shown on your bill or in the members area.



000477 and reference number as shown on your bill or in the members area. Look for the red BillEXPRESS® logo at newsagents to pay this account with cash, cheque or debit card. For locations call 1300 739 250 or visit www.billexpress.com.au



Please present this payment slip at any Post Office where cash, cheque or credit card will be accepted using the barcode.

... Don't settle for second best

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