



Comcity Technology Pty Ltd DSL Category Terms

1. Application

These terms apply to all DSL services we provide, e.g. ADSL and SHDSL, and form part of our customer contract with you. They must be read in conjunction with our SFOA core terms at www.comcity.com.au/about/terms

2. Service location and service conditions

- 2.1. The availability and continuation of DSL services are subject to technical and other conditions.
- 2.2. The 'service location' is the place to which a DSL service is supplied, or is to be supplied.
- 2.3. 'Service conditions' means any and all of:
 - 2.3.1. technical conditions for supply of a DSL service¹;
 - 2.3.2. wholesaler conditions for supply of a DSL service; and
 - 2.3.3. where we consider that the consent of any third party is required² -- obtaining that consent.
- 2.4. Your service conditions include:
 - 2.4.1. supplying a telephone line on the PSTN connected and operating to the service location;
 - 2.4.2. providing a suitable place and conditions for the service if applicable³;
 - 2.4.3. ensuring that your PSTN telephone line terminates in a standard wall socket, which we may specify;
 - 2.4.4. notifying us if any additional services are required before the service can be enabled.
- 2.5. Certain products and services are incompatible with DSL service⁴. Your service conditions also include overcoming any incompatibility issues.
- 2.6. The use of other products on the same telephone line as a DSL service may degrade the quality of your telephone service. Your service conditions also include fitting any necessary filters or other equipment to the telephone line.
- 2.7. You must comply with all service conditions at your own cost, and we are not responsible for any consequences of you failing to do so.

3. Supply of DSL service

- 3.1. We will provide you with DSL service if you and the service location satisfy:
 - 3.1.1. all service conditions; and
 - 3.1.2. our application and other requirements.
- 3.2. We may give you an indicative date for service commencement, but we are not bound by it.
- 3.3. If you transfer from another provider's DSL service to our service, there may be a period of service

¹ e.g. that your service location is close enough to a DSL-enabled telephone exchange, and does not have 'pair gain' operating.

² e.g. of a property landlord in certain cases.

³ e.g. you will need to provide a power point and telephone connection point.

⁴ e.g. alarm systems which use the same telephone line as the service may not function.

interruption.

4. Relocating a DSL service

- 4.1. This clause applies if you ask us in writing to relocate a DSL service to a new service location.
- 4.2. You and the new service location must satisfy all service conditions.
- 4.3. We may relocate the service and charge you any relocation charges that are specified in our price list, without further confirmation from you.
- 4.4. Alternatively, we may notify you of different or additional relocation charges and request your confirmation that you wish to proceed. If you confirm, we may relocate the service and charge you as notified.
- 4.5. We may notify you of different or additional relocation charges by email. You are bound by any confirmation we receive from the same email address.
- 4.6. Our charges may include charges payable to a wholesaler for the service relocation.

5. Your network

Unless we agree otherwise in writing, we will not configure your network or workstations.

6. Security

- 6.1. You must protect your computer or network from:
 - 6.1.1. security threats; and
 - 6.1.2. viruses, trojans, worms and other malware.
- 6.2. You must ensure your service is not used for any unauthorised or unlawful access or use of another customer's service.

7. Service limitations

- 7.1. You acknowledge that:
 - 7.1.1. service may not be continuous;
 - 7.1.2. there will be variations in response times and capacity of service;
 - 7.1.3. nominal upload and download speeds are theoretical maxima only, and may not be achievable in practice. Limitations due to constraints in your particular circumstances at your service location are not a defect in service.
- 7.2. We may:
 - 7.2.1. limit the performance of the service from time to time;
 - 7.2.2. cease or interrupt the service to troubleshoot, maintain or upgrade it;
 - 7.2.3. impose a speed limit on the service when you reach a download limit, maximum usage allowance, or at different times of the day;
 - 7.2.4. alter the IP address of your service, unless your customer contract says otherwise.
- 7.3. Where we impose a speed limit, the speed for both uploads and downloads will be limited to the upload speed of your service⁵.
- 7.4. The DSL service may only be used at the service location you specify in the application for the service, unless we have relocated it under clause 4.
- 7.5. You must not:
 - 7.5.1. use the service as a back channel for satellite; or
 - 7.5.2. resell the whole or any part of the service to any person.

8. Customer Promises and Warranties

- 8.1. You must ensure that all information retrieved, stored and transmitted through the service is lawful, complies with our AUP and is not detrimental to our network.
- 8.2. You warrant that only people under your control will use the service.

9. Billing

⁵ e.g. If you have a 1500k (download speed)/512k (upload speed) service, then the speed of the service will be limited to 512k.

- 9.1. Your data usage will be billed at the greater of uploads and downloads⁶.
- 9.2. Where your service is a VPN tail, then all internal traffic that does not traverse the internet is not billed – all data that traverses the internet is charged in accordance with your customer contract.
- 9.3. For the purpose of clause 9.2 a 'VPN tail' is a DSL service that is used exclusively to connect to a private network and does not directly access the internet.

10. Wholesaler conditions

- 10.1. DSL services rely on infrastructure and services provided by wholesalers.
- 10.2. Wholesalers insist that end users (such as you) of DSL services that are provided by means of that wholesaler's infrastructure are bound by terms and conditions (as part of your customer contract) specified by the wholesaler – 'wholesaler conditions'.
- 10.3. Your customer contract includes as wholesaler terms the terms and conditions in the schedule to this Part that corresponds to that person.
- 10.4. In the case of inconsistency between wholesaler terms and anything else in your customer contract, wholesaler terms yield.

11. Target Response Times

- 11.1. Where you suffer any failure or deficiency in the Service, we will endeavour to respond in accordance with the time frames contained in the table in clause 11.3 below.
- 11.2. Our failure to achieve the response times in accordance with clause 11.1, is not deemed to be a defect in service or a breach of contract, and we are not required to pay any rebates or refunds.
- 11.3. Target Times

| Severity | Definition | Response Time (measured from the time a telephone call or an email is logged by the Comcity Technology) |
|----------|---|--|
| Level 1 | Complete failure of Internet Service | Telephone/Email fault report: 2 hour |
| Level 2 | A major incident arising from the failure of a key feature of the Internet Services that results in substantial Performance degradation and/or inability to | Telephone/Email fault report: 4 hours |
| Level 3 | A minor incident where non-essential key features of the Internet Service are impacted or there is degradation of the performance of those non-essential key features. This might include a recurring incident if left unattended may escalate to a Level 2 or Level 1. | Telephone/Email fault report: 8 hours |
| Level 4 | A low priority incident allocated to a request or issue that only requires information and has no immediate impact on the Internet Service. | Telephone/Email fault report: 24 - 48 hours |

⁶ i.e. if you download 20GB, and upload 60GB, then your data usage will be deemed to be the greater of the two, namely 60GB.