



Terms and Conditions

Intelico Pty Ltd ABN 47 158 184 957(Intelico)

We, Intelico, will provide You, our customer, with services in accordance with these Terms and Conditions.

1. Our Agreement with you

- 1.1 These Terms and Conditions are referred to as the Intelico Terms and Conditions and comply with section 479 of the Telecommunications Act 1997.
- 1.2 We will provide you with The Service(s) in accordance with your Entire Agreement with us.
- 1.3 Your Entire Agreement with us consists of:
 - a) your signed application form (or a copy thereof) or voice recording (or copy thereof) if you made the application by telephone;
 - b) the product brochure(s);
 - c) the Terms and Conditions on our website <http://www.intelico.com.au/support/terms-conditions-and-policies/>
- 1.4 If these Terms and Conditions conflict with any item of 1.3 a) or b) then:
 - a) Unless you advise us that there is a conflict in your Entire Agreement then the provisions of these Terms and Conditions shall prevail;
 - b) If there is a conflict in your Entire Agreement we will immediately attempt to resolve the conflict with you.
- 1.5 We may vary product specifications, carriers and suppliers at any time
- 1.6 You must notify us within 14 days if you change your address or other billing details.
- 1.7 The Entire Agreement commences when you sign the application form for The Service(s) or when you complete a voice recorded agreement with us to take The Service(s) and continues until terminated or expires.
- 1.8 The provision of The Service(s) commence when your account is created. Provisioning of The Service(s) can take up to 90 days.

2. The Services

- 2.1 We will provide The Service(s) to you by using our facilities and those of other suppliers or carriers that enable The Service (s) to be provided.
- 2.2 The Services are supplied to you on the basis and to the extent that we are provided The Service(s) by other suppliers and carriers.
- 2.4 If any of The Service(s) is/are disrupted we will use our best endeavours to have The Service(s) reinstated as soon as we are able, taking into account all the circumstances.
- 2.5 The Services may be added to or varied at any time by you agreeing with us in writing.
- 2.6 We reserve the right to change those other suppliers or carriers without reference to you but subject to The Service(s) being of no lesser standard.

3. Charges

- 3.1 We will send you an invoice for services based on our current charges.
- 3.2. The prices and rates of products and services are subject to change from time to time and we will give you prior written notice of at least 21 days.



- 3.3 Invoices are issued to you monthly in advance for plan charges or line rental (if you have that service) and monthly in arrears for usage charges.
- 3.4 We will only issue an invoice once charges exceed \$10.00, except in the case of a final invoice. If charges are less we will roll them forward for up to six (6) months at which time an invoice will be issued regardless of the amount.
Invoices will include most of our charges relating to that billing period but may also include charges from previous billing periods incurred no more than 190 days before the current billing period.
- 3.6 If applicable, GST will be added to all charges where not already included. Other charges that may appear on your invoices are:
 - (a) Interest calculated at a rate of 1.5% per month or part thereof and a late payment fee of \$17.27 if you do not pay your account by its due date;
 - (b) other carriers' and suppliers' charges to us with our margin included for services and add-on services, including fees for connection, initiation, increases, monthly connections or cancellation of any service;
 - (c) \$3.75 per month account processing fee charged to all non-direct debit accounts;
 - (d) \$30.00 fee for each service transferred if you require a change of Lessee in your business;
 - (e) \$10.00 for reprinting an invoice;
 - (f) Usage based charges in accordance with our published tariff if connection is made to an Internet Service Provider (ISP);
 - (g) Surcharge if you pay your bill by credit card;
 - (h) Plan fees if applicable;
 - (i) \$65.00 Temporary Disconnection fee;
 - (j) \$15.00 payment declined/dishonoured fee.

4. Payments

- 4.1 You must pay within 14 days of the date of our invoice by way credit card, direct debit, BPay, cheque, or money order as indicated on each invoice.
- 4.2 If you do not pay by the due date we may suspend, temporarily disconnect or discontinue all or part of our services to you after the written notice period of seven days is given. Intelico will take all reasonable steps to ensure as far as it can that you understand your obligation in respect of payment and provide you with reasonable assistance in its dealings with You.
- 4.3 If you are having difficulties paying the invoice you must tell us immediately as there is assistance that can be given regarding repayment options, if applicable in the reasonable opinion of Intelico and in the given circumstances.

5. Collection of Overdue Monies

- 5.1 We may engage the services of a third party supplier for the purposes of collecting overdue amounts.
- 5.2 We are entitled to recover reasonable costs incurred in recovering any overdue amounts in addition to the overdue amounts and we may charge a \$50.00 debt collection administration charge.
- 5.3 We will notify you in writing at least seven days prior to taking any action to disconnect The Services and or debt recovery actions that will result in further charges to you.

6. Credit Information sharing and Privacy

- 6.1 Subject to the Privacy Act 1988 (Cth) we may use your personal information, including your name, address and other information you give us in your application.



- 6.2 We may disclose personal information you provide to us to a credit reporting agency.
- 6.3 You agree the credit report containing personal information about you can be given to any credit reporting agency to help assess your application for commercial credit, or for collecting overdue payments that are owed by you to us.
- 6.4 We can obtain information about your credit worthiness from any person or body who provides this information to assist in our assessment of your application for commercial credit.
- 6.5 We may at our absolute discretion conduct periodic credit worthiness assessments.
- 6.6 We can provide your personal information to:
 - (a) Collection agents to recover overdue amounts you may owe us;
 - (b) Carriers or service providers if they need information to provide the service to you;
 - (c) To government or regulatory bodies as may be required by law.
- 6.7 Except for uses stated above we will keep your personal information confidential.
- 6.8 You have the right of access to information to Intelico's payment and debt collection processes for no fee.

7. Exclusion of Liability

- 7.1 We will use our best endeavours at all times to provide a fault free service to you. However our ability to provide a fault free service depends on the services of other carriers and suppliers.
- 7.2 We are not liable in any circumstances to you or any person claiming through you under statute or the common law for:
 - (a) Any property or economic loss or damage (including loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings or profits);
 - (b) Any direct, indirect or consequential loss, howsoever arising;
 - (c) The acts or omissions of any of our employees, officers, agents, contractors, subcontractors, carriers or suppliers of The Service(s) or of the failure of, or fault or defect in, any telecommunication service, network, facility, equipment or service, used by us in supplying The Services;
 - (d) Any loss of whatever nature caused or contributed to by any delay or default in performance under this Agreement, if it is caused by any event reasonably beyond our control including but not limited to:
 - (i) Delay or failure of any other supplier or carrier on whom we rely to provide The Service(s);
 - (ii) Any delay in installing any service;
 - (iii) Any delay in correcting any fault in any service;
 - (iv) Failure or incorrect operation of any service,
 - (v) Industrial action or trade embargo,
 - (vi) Force Majeure including war, civil strife, Acts of Terrorism, Pandemics, and Acts of God.
- 7.4 Any liability that we might otherwise have is reduced by the extent that any loss or damage suffered by you has been caused or contributed to by you.



- 7.5 You acknowledge that any liability that a carrier or supplier has to you or us in relation to telecommunication service is governed by the terms and conditions current from time to time under which the carrier supplies service(s) to its own customers.
- 7.6 You agree to indemnify us and keep us indemnified from and against any liability, loss or damage sustained by any third party or any party claiming through you, where such loss or damage is caused directly or indirectly by any breach of the Entire Agreement by us, or any claim or action arising directly out of any negligent or wilful act of ours or any of our employees, officers, agents, contractors, or subcontractors
- 7.7 The failure by Intelico to exercise any right or remedy under the Entire Agreement in a timely manner does not in any way constitute acceptance of the matter which gave rise to the right or remedy, nor does it constitute a waiver by Intelico of such right or remedy.

8. Termination

- 8.1 You may terminate the Entire Agreement at any time by giving us no less than 30 days' notice of your intention to terminate. However if your Entire Agreement is fixed-length and you are terminating within the minimum period, then you may be liable to pay a cancellation fee that is currently being charged at the time of cancellation.
- 8.2 We may terminate this Agreement immediately if:
 - (a) You breach or fail to perform satisfactorily or observe the Terms and Conditions of this Agreement; or
 - (b) A receiver or receiver-manager is appointed over any of your property or assets, or if an administrator and/or liquidator is appointed, or if you enter into any scheme of arrangement or other arrangement with your creditors, or you assign or otherwise deal with your rights under the Entire Agreement without our prior written consent; or
 - (c) The carriers or suppliers that we use to provide The Service(s) to you cease to provide The Service(s) to us and in the sole and reasonable judgment of Intelico, acceptable alternative carriers or suppliers cannot be found.
- 8.3 You may terminate the Entire Agreement immediately if we breach or fail satisfactorily to perform or observe the Terms and Conditions of the Entire Agreement.
- 8.4 Notice to terminate the Entire Agreement under clauses 8.2 and 8.3 may be made by one of the following methods:
 - (a) Telephone **1300 786 004**
 - (b) E-mail **contact@intelico.com.au**
 - (c) Fax **1300 786 292**
 - (d) In writing Attention: **Intelico** Customer Service
PO Box 654, Sanctuary Cove QLD 4212
- 8.5
 - (a) If the Agreement is terminated under this Clause 8 You are liable for any charges incurred up to and including the date The Service(s) is cancelled; and
 - (b) You authorise Intelico to use any over payment on your account/money paid in advance (if applicable) to pay for any undisputed outstanding charges; and



- (c) where there are no outstanding charges Intelico will refund (on a pro-rata basis) any over payment and any other money you have paid in advance for The Service(s).
- (d) If You are required to pay for The Service(s) by direct debit payment you authorize us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account;
- (e) If the Entire Agreement is terminated by you under clause 8 and we then reinstate the service, you may have to pay a reconnection or reactivation fee that is currently being charged at the time..

8.6 Local Number Portability

- (a) If the Entire Agreement is terminated by you under Clause 8.1 and you wish to change the carrier but keep your existing telephone number, then you agree to pay Intelico an administrative fee(s) for this service;
- (b) You must contact Intelico and request the Local Number Portability fee(s) information.

9. Transfer of Services

- 9.1 If you transfer the services you are buying from your current telecommunications services supplier to Intelico, then
 - (a) You authorise Intelico to process the transfer of that account and the Services being supplied to Intelico and you authorise Intelico to do only what is necessary in order to expedite the transfer of your account to Intelico;
 - (b) If we request, you must give written instructions to this effect to your accountsupplier;
 - (c) You must pay your current supplier all amounts due and owing to the supplier; and;
 - (d) If you ask your current supplier to transfer your account to another supplier (other than Intelico) the you must pay Intelico's charges up to the date of the transfer of the Services, as well as any current termination/cancellation fees applicable.

10. Information

- 10.1 You hereby consent to:
 - (a) The carrier, and or supplier and Intelico and its related bodies corporate exchanging information about you that is relevant and necessary in order to provide The Services;
 - (b) Provide us with any relevant information we request in connection with our providing The Services to you under this Agreement;
 - (c) Our conducting a physical audit of The Services and any equipment supplied in respect of The Services;
 - (d) The carrier and or supplier disclosing to us all records and in particular exchange line details, telephone accounts information, call charge records and call event records, data usage records, ADSL service details in relation to The Services;
 - (e) Receiving marketing materials from us or our associated companies unless you request otherwise.
- 10.2 We retain all intellectual property rights in any information relating to The Services, the design or operation of Intelico's network and any other technical information relating to the provision of The Services.



11. Complaints and Disputes

11.1 If you have any complaints in connection with The Services Intelico is providing, you are entitled to complain in writing by letter, fax, online, email or phone to a Resolution Officer at Intelico. Intelico will process, consider and resolve your complaint in accordance with the Intelico Customer Complaints Handling Policy at www.intelico.com.au

11.2 If you are dissatisfied with Intelico's resolution of your complaint you may take your complaint to the Telecommunications Industry Ombudsman at <http://www.tio.com.au/> or the Australian Competition and Consumer Commission at [www http://www.accc.gov.au](http://www.accc.gov.au)

12. Equipment

12.1 Subject to clause 12.2, acceptance of any equipment provided by us to you for purchase or hire ("Equipment") passes to you upon delivery. You accept any Equipment on the basis of the Terms and Conditions, in this Agreement, and any additional terms and conditions notified at the time of delivery. In addition the implied consumer statutory guarantees under the Australian Consumer Law apply accordingly.

12.2 Title to any Equipment provided for purchase does not pass to you until all amounts owing to Intelico under this Agreement and the cost of such Equipment have been paid in full. In the interim You hold the Equipment as "bailee" for Intelico and the risks (if any) pass to you as bailee .

12.3 If Equipment is installed at premises occupied by you, you must not interfere with the Equipment or its installation.

12.4 You grant to Intelico, its contractors and its servants, an irrevocable license to enter in a reasonable manner during daylight hours on and into premises occupied by you (without the necessity of giving any notice) to inspect, search for and retake possession of any Equipment in respect to which payment is overdue.

12.5 You indemnify Intelico against any loss or damage suffered by any person arising from such repossession.

12.6 On the Termination of this Agreement under clause 8, you must immediately and acting reasonably at all times, return to Intelico all Equipment owned by us or alternatively make all Equipment reasonably available to Intelico for collection,

13. Equipment from another supplier

13.1 Where you have equipment which another supplier uses to provide you with services, we will disconnect that equipment when you transfer the services to Intelico and we in turn connect our Equipment (if any) in order to provide The Services.. You must immediately notify that supplier that you have transferred your services to us and arrange with that supplier for the supplier to remove its equipment from the premises.



14. Cooling Off Period

- 14.1 There is a ten (10) business day cooling off period starting from the date you apply for The Services which may be either in writing or by a voice recording (if you made the agreement by telephone).
- 14.2 If you receive Equipment before opening the box please look at the photo and description of the Equipment and ensure that such Equipment meets your requirement.
- 14.3 If you cancel your contract, you are required to return to us within two days of cancellation, all Equipment we have supplied to you.
- 14.4 If the Equipment container is returned and has been opened by you then charges may apply.
- 14.5 To exercise your right to cancel within the 10 day cooling off period you must notify us by one of the following:
 - (a) Telephone **1300 786 004**
 - (b) E-mail **contact@intelico.com.au**
 - (c) Fax **1300 786 292**
 - (d) In writing Attention: **Intelico** Customer Service
PO Box 654, Sanctuary Cove QLD 4212
- 14.5 Domain registration

Once the domain is registered under the company name that requested the service, no refund can be applied.

- 14.6 To exercise your right to cancel within the 10 day cooling off period you must notify us by one of the following:
 - (a) Telephone **1300 786 004**
 - (b) E-mail **contact@intelico.com.au**
 - (c) Fax **1300 786 292**
 - (d) In writing Attention: **Intelico** Customer Service
PO Box 654, Sanctuary Cove QLD 4212

15. Equipment Delivery

- 15.1 The Freight charge for delivering the Equipment is up to \$15.95 per parcel sent (inclusive GST).
- 15.2 Delivery timeframes for the Equipment is between 5 – 10 business days.

16. 17 Contracted Term or Minimum Spend

- 17.1 If your Service is terminated for whatever reason (other than cooling off or our default), you agree to pay any applicable Contract Payout fee or Cancellation fees.
- 17.2 If your Service is subject to a minimum spend requirement, you agree to pay such minimum amount.
- 17.3 We reserve the right to change the terms and rates without notice should they offend the Fair Use Policy (FUP) (refer clause 22).

18. GST

- 18.1 Unless expressly stated otherwise, the charges payable for the Services under this Agreement are exclusive of GST. You must pay to Intelico in addition to the charges for The Services, an amount equal to any GST payable on the supply of The Services.



19. Notices

19.1 Any notice, demand, consent or other communication required to be given to either party must be delivered personally, sent by ordinary mail to the last notified address of the other party, email communication or via the telephone, where a voice record of the communication can be given by us.

20. Governing Law

20.1 This agreement shall be governed and construed in accordance with the laws of Queensland. Any legal proceedings arising out of this agreement shall be brought in Brisbane in the State of Queensland.

21. General

21.1 If any part of this Agreement is found to be invalid or of no force or effect this Agreement shall be construed as though such part had not been inserted and the remainder of this Agreement shall retain its full force and effect.

21.2 Intelico may assign the benefit of this Agreement at any time to a person or corporation nominated by Intelico, including a carrier, and in this event such assigned or nominated carrier shall deal directly with you for the purpose associated with the provision of The Services under this Agreement.

21.3 Any and all legal costs incurred by us in enforcing our rights pursuant to this Agreement including but not limited to the recovery of monies payable by you, are payable by you to us on a full indemnity basis.

22. Direct Debit Agreement

22.1 By signing a Direct Debit Request on your application form, or providing us with valid instructions, you have authorised Intelico to arrange for funds to be debited from your account as and when they fall due.

22.2 We will advise you, in writing, the details of our invoice at least 14 calendar days prior to the first drawing.

22.3 Where the due date falls on a non-business day, we will draw the amount on the next business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

22.4 We will not change the frequency of drawing arrangements without your prior approval.

22.5 We reserve the right to cancel the drawing arrangements if three or more drawings are returned unpaid by your nominated financial institution and to arrange with you an alternative payment method.

22.6 We will keep all information pertaining to your nominated account at your financial institution, private and confidential.

22.7 You may change, stop, defer or terminate the drawing arrangements at any time by giving written notice to us. Such notice should be received by us at least 14 business days prior to the due date.

22.8 Where you consider that there has been an error in debiting your account (outside our arrangements) you should take the matter up directly with us.

22.9 If we conclude that your account has been incorrectly debited, we will arrange for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you of the amount by which your account has been adjusted.

22.10 If we conclude as a result of our investigations that your account has been correctly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.



- 22.11 We reserve the right to charge a dishonour fee where funds are not available when drawing takes place.
- 22.12 You must:
- (a) Ensure sufficient funds are available in your account to meet a drawing on its due date;
 - (b) Ensure the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where the account is based;
 - (c) Advise us if your nominated account is transferred or closed.
- 22.13 If there are insufficient funds in your account to meet a debit payment:
- (a) You may be charged a fee and/or interest by your financial institution;
 - (b) You may also incur fees or charges imposed or incurred by us; and
 - (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

23. Fair Use Policy (FUP) www. <http://www.intelico.com.au/support/terms-conditions-and-policies/Intelico-Fair-Usage-Policy-v1-0.pdf>

- 23.1 Please refer to the Intelico FUP at the above address. Our FUP ensures that you do not use our Services in an excessive or unreasonable manner. The Intelico **Fair Use Policy** is intended to ensure all active customers have access to The Services that are continuously of high quality. The FUP also includes any plan based on special conditions in favour of the customer.
- 23.2 Excessive Use: If your usage of Intelico services is deemed excessive in the sole and reasonable opinion of Intelico, then Intelico may contact you and request that you decrease your usage.
- 23.3 Intelico considers excessive use thresholds to include any one of the following:
- (a) Landline Local calls - more than 500 calls in any one calendar month
 - (b) Landline National calls – 1000 minutes per month
 - (c) Landline Calls to Mobile – 1000 minutes per month
 - (d) Mobile Service – 1000 minutes per month
 - (e) Inbound Service – 1000 minutes per month
- 23.4 If You are advised by Intelico that You are exceeding the FUP AND, should your usage continue to be excessive, then Intelico may, without further notice to you:
- (a) Suspend or limit your Service, or service feature, for a length of time that Intelico in its sole and reasonable opinion deems necessary;
 - (b) Terminate your Agreement;
 - (c) Charge your account for usage over and above the excessive use threshold at the ex GST rates below:
 - (i) Calls to mobile 40 c per minute
 - (ii) National calls 20 c per minute
 - (iii) Local calls 17 c per call
 - (iv) 13/1300 calls 33 c per call
 - (v) Mobile to mobile 80c per min 35 c flag fall
- 23.5 Intelico reserves the right to review or amend the FUP from time to time.
- 23.6 Please refer to the Intelico website for the most recently updated FUP.



24. Compliance

- 24.1 You must comply with all relevant laws and obligations applicable to The Services and the use of Equipment.
- 24.2 You must not use The Services to transmit or publish any material which is defamatory of any person, or that breaches any person's copyright or breached any obligations of confidentiality, or otherwise breaches any law, and if You do so breach these obligations You will indemnify Intelico for any loss or expense that Intelico incurs as a result of your actions.

2. Broadband Service Acceptable Use Policy

- 25.1 All ADSL and wireless Broadband services are subject to "INTERNET ACCEPTABLE USE POLICY".
- 25.2 By using this service you agree to the terms laid out in the policy below.

26. INTERNET ACCEPTABLE USE POLICY

26.1 The Policy

Intelico has an Internet Acceptable Use Policy (IAUP) and it is set out below - please read it carefully. *Your* use of The Services is subject to the following policy.

The meaning of the words printed *like this* is set out at the end of the policy.

26.2 About the Policy

The IAUP is designed to ensure that *your* use of The Service does not break any laws, hinder the efficient operation of *our network*, interfere with the rights of *our customers*, or interfere more generally with the rights of Internet users.

You are responsible for ensuring that use of The Service and *your account* (if any) complies with the policy. *You* are also responsible for any use of The Service even if, for example, it was used, with or without *your* consent, by a friend, family member, guest or employee who gains access to The Service or *your account*.

If *we* amend this policy, *we* may notify *you*, and *you* hereby consent to *us* sending *you* notices in such a way, by using one or more of the following methods:- mail (to the last address *you* have given *us*), email (to *your primary email address*), or notice on *our* web site.

You should refer to the IAUP regularly to ensure that *your* activities conform to the most recent version of the IAUP.

26.3 Unlawful Activity

You must not use The Services for any activity that breaches any local, state, federal or international law, order or regulation.

Prohibited activities include (but are not limited to): posting, disseminating, or in some cases accessing, *content* which is unlawful, including: *content* that is or would be classified by the Classification Board as *RC rated* or *X rated* and that is or would be classified by the Classification Board as *R rated* where a *restricted access system* is not in place, *content* which violates the copyright or other *intellectual property rights* of others.

You assume all risks regarding the determination of whether material is in the public domain, or *content* that defames, harasses or abuses anyone or violates their privacy, pyramid or other illegal soliciting schemes, or any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.



26.4 Security

You are responsible for any misuse of The Services.

You must take reasonable steps to ensure that others do not gain unauthorised access to The Services and your account.

The *Services* must not be used to obtain or attempt to obtain unauthorised access to any computer, system or *network*. If *you* do not have authorisation, prohibited activities include (but are not limited to): accessing, monitoring or using any data, systems or *networks*, probing, scanning or testing the vulnerability of a system or *network*, breaching any security or authentication measures for a system or *network*, accessing the account or private information of any other person or entity, accessing any server in violation of any acceptable use policy of that server.

You must not: use (or attempt to use) or distribute tools designed for compromising security including, but not limited to, password guessing programs, cracking tools, packet sniffers or *network* probing tools, knowingly transmit or disseminate any information or software, which contains a virus or other harmful feature, use (or attempt to use) the *service* in a manner that may interfere with the technical operation of the *service* or any other computer, system, *network* or telecommunications services, including (but not limited to) denial of service attacks, flooding of a *network*, overloading a service, improper seizing and abuse of operator privileges and attempts to 'crash' a host, or interfere (or attempt to interfere) with the regular workings of *our* systems or *network* connections.

You are solely responsible for the security of any device you choose to connect to The Services, including any data stored on that device.

We recommend against enabling file or printer sharing of any sort. We recommend that any files or services you do choose to make available for remote access be protected with a password or other appropriate measures to prevent unauthorised access.

You must notify us immediately of any unauthorised or attempted unauthorised use of The Services and any other breach or attempted breach of security.

26.5 Risks of the Internet

Some activities that you can perform when accessing the Internet may be harmful or cause loss to you, other people that may access your service, or your equipment. Typical activities include (but are not limited to): downloading *content* (including receiving emails) from the Internet which may introduce viruses or other harmful features to your computer, purchasing goods or services using the Internet, transmitting confidential information over the Internet (such as your credit card number or other personal information), or accessing and viewing content on the Internet or otherwise available through The Services that may be offensive to some individuals, or inappropriate for children (for example, it is possible to obtain access to content that is pornographic, offensive and/or unsuitable for children).

You bear all risk associated with the activities referred to in paragraph (a) above, and we do not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such activities.



You may minimise the risk of accessing illegal or offensive content as well as managing use of the Internet by using a filtering solution. We will provide access to one or more of these filtering solutions at a reasonable cost to you as part of the service. You have the right to make complaints to the Australian Communications and Media Authority about Internet content which is or would be classified by the Classification Board as X rated, RC rated, or R rated and does not have a restricted access system in place.

26.6 Content Publishing

You are solely responsible for any content that you publish via websites, email, newsgroups, online forums or other publishing mediums accessed via The Services.

You must not publish material that is or would be classified by the Classification Board as RC rated or X rated via websites, email, newsgroups or other publishing mediums accessible via the service.

You must take appropriate precautions to prevent minors from accessing or receiving any content you have published that may be inappropriate for them. This includes implementing a restricted access system on content that is or would be classified by the Classification Board as R rated.

We also encourage you to use appropriate warnings and / or labelling systems in respect of content which is likely to be considered unsuitable for children. We reserve the right to block access to, to remove, or to refuse to post any content, in whole or in part, that we, in our sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such content or its dissemination is unlawful. This includes (but is not limited to) obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements, or material which violates privacy rights or intellectual property rights of others, or is likely to be defamatory of another person. Commonwealth legislation allows the Australian Communications and Media Authority to direct us to remove certain prohibited or potentially prohibited content from our servers or to prevent users from accessing certain Internet content.

We may take any steps necessary in order to ensure compliance with any relevant industry code of practice, or notification or direction from the Australian Communications and Media Authority, including removing any content (including part or all of a website) from our servers, blocking access to newsgroups, closing or suspending your account, filtering the Internet content made available to you or restricting access to a particular website.

We may take these steps at any time and without notice to you. Commonwealth legislation allows copyright owners or their agents to direct us to remove copyright materials from our servers or to prevent users from accessing copyright materials.

We may take any steps necessary in order to ensure compliance with a notification from a copyright owner or their agent, including removing any content (including part or all of a website) from our servers, closing or suspending your account, filtering the Internet content made available to you or restricting access to a particular website.

We may take these steps at any time and without notice to you.

We are under no obligation to monitor transmissions or published content on The Services.



However, *we* (or *our* representatives) have the right to monitor such transmissions or published *content* from time to time and to disclose that content. By using The *Services* to reproduce, publish, display, transmit or distribute *content*, *you* warrant that the *content* complies with this policy and authorises *us* or *our* representatives to reproduce, publish, display, transmit and distribute such *content* as necessary for *us* to deliver the *content* in a timely manner.

26.7 **Electronic Messaging**

You must not use The *Services* to send bulk and/or unsolicited messages. This includes, but is not limited to commercial advertising, informational announcements, charity requests, and petitions for signatures, chain letters and political or religious messages.

You must only send such a message to those individuals who have explicitly requested it. The *service* must not be used to: send messages to any individual or entity who has indicated that he/she/it does not wish to receive messages from *you*, collect or redirect responses from unsolicited messages sent from accounts on other Internet hosts or messaging services which violates this policy, or the equivalent policy or any other policy of any other Internet service provider or web site. Moreover, unsolicited messages sent from accounts on other Internet hosts or messaging services may not direct the recipient to any web site or other resource that uses *our network*. *You* must not: obscure, alter or delete the source of messages that *you* send or forge message headers, send numerous copies of the same or substantially similar messages, or send very large messages or files, to a recipient with the intent to disrupt a server or account (for example, 'mail bombing'), send chain letters, whether or not the recipient wishes to receive such mailings.

We are not responsible for forwarding or storing messages sent to any *account* that has been suspended or cancelled. Such messages may be returned to sender, ignored, deleted, or stored temporarily at *our* sole discretion.

26.8 **Online Forums**

This clause applies to *online forums*, in addition to clause 26.6. Messages posted to an *online forum* must comply with the written charters for that forum.

You are responsible for determining the policies of a given forum before posting a message to it. Data files may only be posted to *online forums* that specifically permit this. Posting or cross-posting the same or substantially similar messages to more than eight *online forums* is prohibited.

You must not disrupt or attempt to disrupt *online forums* by posting a large number of messages that contain no substantive *content*. Disruption occurs when normal discussion in the group is significantly hindered.

You must not use the *service* to connect to an *online forum* from which *you* have been previously banned.

26.9 **Automated Applications**

The *Services* are provided for interactive use. However, if automated programs or programs that maintain a persistent connection to a remote service are used, they must only be used when *you* are physically present at the computer. These activities include (but are not limited to) automated file *downloading*, IRC 'bots', continuous streaming media and peer-to-peer file sharing applications.



26.10 Violation of Internet Acceptable Use Policy

If *you*, or someone with access to *The Services*, use *The Services* in a way that Intelico, in its sole and reasonable discretion, believes violates the IAUP or any other term of *the Agreement*, we may take any responsive action we deem appropriate. Such actions may include (but are not limited to) temporary or permanent removal of *content* and content publishing capabilities, filtering of Internet transmissions and the immediate suspension or cancellation of all or any portion of *The Services*

We have no liability for any such responsive actions and may take any other legal or technical action we deem appropriate, including taking action against offenders to recover the costs and expenses of identifying them.

If *your* use of *The Services* causes a loss to third parties and we are required to pay compensation, we may require *you* to reimburse us.

We are not obligated to regularly monitor *your* usage of *The Services* (including any *content* posted, disseminated or accessed by *you*); however we reserve the right to monitor *your* use of *The Service* to identify violations of this policy, and to protect *our network*, *our customers*, and other Internet users.

We reserve the right to investigate suspected violations of the IAUP including the gathering of information from the user(s) involved and the complaining party, if any, and examination of transmissions and material on *our servers* and *network*. During an investigation, we may suspend the *account(s)* involved, interrupt transmissions and/or remove material that potentially violates this policy.

In order to enforce the IAUP, *you* authorise *us* (or *our* representatives) to cooperate with: law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other Internet service providers or other *network* or computing facilities. Such cooperation may include *us* providing, for example, the username, IP address or other identifying information about a user. Upon cancellation of an *account*, we are authorised to delete any files, programs, data and email messages associated with the account. Any failure by *us* to enforce the IAUP for whatever reason, shall not be construed as a waiver of any right to do so at any time. *You* agree that, if any portion of the IAUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. The IAUP is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which *you* normally reside. *You* and Intelico submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

26.11 What Do Words In This Internet Acceptable Use Policy (IAUP) Mean?

Account	means the email account (if any) where you are billed (or <i>you</i> have prepaid) for one or more <i>The Services</i> and through which you can monitor and request changes to <i>The Services</i>
Carrier	means the provider that carries the phone or internet connection and owns the infrastructure to support the supply.
Classification Board	is the Classification Board established under the <i>Classification (Publications, Films and Computer Games) Act 1995</i> (Cth).



Customers	means customers who are connected to one of The Services.
Electronic messaging	includes all forms of electronic communications to other individuals including email, instant messaging, web to SMS, Internet chat and online forums.
Filtering solutions	means Internet filtering software or system approved for use under the Internet Industry Association Content Codes of Practice registered under the <i>Broadcasting Service Act 1992</i> (Cth). The Internet Industry Association provides a list of approved filtering solutions on its website – www.iiia.net.au
On-line forum	mean a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.
Our network	means the network(s) that Intelico uses to supply The Service R rated includes (but is not limited to) material containing excessive and/ or sexual violence, implied or simulated sexual activity, or materials which deal with issues or contains depictions that requires an adult perspective.
RC rated	includes (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material.
Restricted Access System	means a restricted access system as referred to on the Australian Communications and Media Authority website at www.acma.gov.au .
Service	means each of the Dial-Up Internet Service, Cable Internet Service, DSL Internet Service, or Wireless Internet Service as applicable to the individual user.
SMB	<i>means</i> small to medium business
Supplier	means the provider that supplies Intelico the product or service that relates to the customer.
The Services	means the Dial-Up Internet Service, Cable Internet Service, DSL Internet Service or Wireless Internet Service.
X rated	includes (but is not limited to) material containing real depictions of actual sexual acts.