



NODE1 INTERNET

## Terms & Conditions of Services

### Definitions

“Agreement” means these general terms and conditions, together with any specific terms and conditions associated with each order of service from Node1 Internet.

“Service” means access to and use of Node1 Internet’s network, computer resources, and data storage facilities, and third party facilities, including communication equipment, computer resources and stored data.

### Provision of Service

Node1 Internet will provide the Service to the Customer in accordance with the terms of this agreement, using what it considers to be the most appropriate means available from time to time.

### Quality of Service

Node1 Internet is provided to delivering data transfer speeds at or as close as possible to your allotted plan speeds but provides no guarantees due to factors outside of Node1 Internet’s control including but not limited to: existing computer configuration, geography and third party network providers. Speed of any data service advertised is the maximum speed capable, actual experience may differ.

### Service Availability

While Node1 Internet endeavours to make its service available 24 hours a day, 7 days a week (except for network maintenance, which Node1 Internet will notify in advance where reasonably possible), Node1 Internet does not guarantee that the customer will have access to the service at all times.

### Customer Responsibility and Acceptable Use Policy

The Customer is wholly responsible for its data and software—for example—should retain a backup of data or software to maintain or replace any customer data stored on Node1 Internet’s facilities. The Customer must not reveal to others its account access password, nor assign, transfer or delegate the Customer’s responsibilities and obligations to any other person. The Customer is responsible for any charges incurred through use of its account access password. The Customer agrees to use the Service for legal purposes only and the transfer or storage of any material through the Service that breaches any law or regulation is strictly prohibited. This includes but is not limited to, data, material and information that is protected by copyright, or that is obscene, slanderous, discriminatory, threatening or in breach of any law or regulation. The Customer is liable for any fines, fees or damages charged to Node1 Internet or any other party because of the Customer’s actions. Node1 Internet’s preferred and primary form of communication with its customers is via email, and the Customer must provide up to date contact details including phone, email and address at the time of ordering any service, and on any subsequent change of those details.

### Service Fees

All accounts are payable in advance. If an account is not paid by the due date, the Customer’s internet connection may be suspended without notice. It is the Customer’s responsibility to notify Node1 Internet if they are unable to pay their account on time for any reason. Node1 Internet may charge the Customer interest on any overdue amounts at the rate of 1.5% per month on the outstanding balance and/or a late payment fee of \$15.00. In the event that an outstanding balance is referred to a Debt Collection agency, the Customer will also be responsible for all fees and charges incurred. If paying via direct debit from a bank, building society or credit union account a once off administration fee of up to \$5.50 will apply. A fee of \$0.90 per transaction will also apply when paying via direct debit from a bank, building society or credit union account. An \$11.90 dishonour fee for insufficient fund dishonours will be charged 7 days after failed payment when paying via direct debit from a bank, building society or credit union account. In the event an appointment for installation is scheduled and confirmed by the Customer, however the Customer misses the appointment, a \$99 missed appointment fee may be charged. In the event an appointment for installation is scheduled and confirmed by the Customer, however the Customer cancels the appointment when the installer arrives, a \$99 late cancellation fee may be charged. A \$100 travel fee may apply for Fixed Wireless installations in Dongara. Any billing disputes must be lodged in writing via email to [collections@node1.com.au](mailto:collections@node1.com.au) or by post to PO Box 2778, Geraldton WA 6531 within 7 days of receipt of the invoice. Any amounts within an invoice that are not disputed must be paid within the payment terms

Information is current as of 24/11/2017, is subject to change without notice and all prices quoted include GST.

to avoid loss of service. Minimum charge is connection fee(s) plus one month's plan charges.

## NBN Fees

In this section **Labour Rate** means \$99inc GST for each of the total number of man-hours of labour required to perform the relevant activity (rounded up to the next full hour); and **Materials** means the cost of materials necessary to perform the relevant activity. The following fees may apply for NBN services:

Activity	Charge per Activity NBN Co Network		
	Fibre to the Premises (FTTP) and Wireless	Fibre to the Basement (FTTB) and Fibre to the Node (FTTN)	HFC
Initial Standard Installation	\$0.00	\$0.00	\$0.00
Initial Non-Standard Installation	Labour rate + Materials over and above Initial Standard Installation	Labour rate + Materials over and above Initial Standard Installation	Labour rate + Materials over and above Initial Standard Installation
Professional Splitter Installation at time of a Standard Installation	N/A	\$250 including first hour + Labour rate thereafter	N/A
Professional HFC-NTD Installation	N/A	N/A	Labour Rate (min 2 hours)
Subsequent Installation	\$270 + Labour rate + Materials over and above Initial Standard Installation	\$270 + Labour rate + Materials over and above Initial Standard Installation	\$270 + Labour rate + Materials over and above Initial Standard Installation
Subsequent Installation of Power Supply with Battery Backup	\$0.00	N/A	N/A
Professional Splitter Installation not at time of a Standard Installation	N/A	Labour rate (min 3 hours) + Materials (min \$10)	N/A
Equipment Modification (attendance at premises required)	Labour rate + materials	Labour rate (min 3 hours)	Labour rate + Materials (min 3 hours)
Equipment Removal	Labour rate + materials	Labour rate (min 3 hours)	Labour rate + Materials (min 3 hours)
Equipment Repair	Labour rate + materials	Labour rate (min 3 hours)	Labour rate + Materials (min 3 hours)
On Site Maintenance Call Out	\$0.00	\$0.00	\$0.00
No Fault Found (No Truck Roll Required)	Labour rate	Labour rate	Labour rate
No Fault Found (Truck Roll Required)	Labour rate (min 2 hours)	Labour rate (min 2 hours)	Labour rate (min 2 hours)
No Fault Found (Truck Roll Required and Professional Splitter Installation)	N/A	Labour rate (min 3.5 hours) plus materials (min \$10)	N/A
Late Cancellation (Site visit required)	N/A	Labour rate	Labour rate
Missed Appointment	N/A	Labour rate	Labour rate

Restoration	Labour rate	Labour rate	Labour rate
Incorrect Callout	N/A	Labour rate	Labour rate
New Development Charge	\$300	\$300	\$300

### Exclusion of Liability

Node1 Internet accepts no liability for loss resulting from use of the service unless that liability cannot be excluded by law—in which case, Node1 Internet limits its liability to re-supply or replacement of the goods or services.

### Variations of the Agreement

Node1 Internet may vary these terms and conditions (including pricing and any other terms) at any time. If Node1 Internet varies these terms after the Customer has been given access to the Service, and the customer is materially worse-off, Node1 Internet will give the customer 30 days’ notice of that change (unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case Node1 Internet will give the Customer as much warning as it reasonably can). Where Node1 Internet transfers any customer account to a third party, it will notify the Customer by email, and transfer any of the Customer’s confidential data in a secure manner to the third party, and also seek to ensure that the third party holds that data in a secure manner, to ensure its ongoing protection.

### Cancellation Policy

Either party may terminate this agreement at the end of any contracted period, or—if there is no contracted period, at any time by giving thirty days written notice. In the case of a service being closed by either party outside of any contract period, the service will be terminated at the end of the billing period closest to the final days of the notification period. If the Customer has committed to a fixed term contract (i.e. 3 or 12 months) and wishes to terminate the contact before the end of term, a cancellation fee of \$100.00 will apply. If the Customer has committed to a payment plan of 3 or 12 months and cancels the service prior to the end of the payment plan, they will be required to pay the remaining balance of the payment plan. If in Node1 Internet’s reasonable opinion, the Customer breaches the terms of this Agreement, Node1 Internet may terminate the customer’s access without notice and without credit or refund.

### Privacy & Credit Reporting Policies

Node1 Internet is committed to ensuring the privacy of your personal information. We understand that the privacy of your personal details is important to you, so we have put in place a series of robust policies, procedures, software and hardware that will ensure that your privacy is protected at all times.

\*Visitor Information - Our web server collects anonymous statistical data for informational purposes. No attempt is made to identify visitors in this process.

\*Email Address - Your email address may be used to notify you of changes or improvements at Node1 Internet, or other important information. If at any time you no longer wish to receive such information, we are more than happy to meet your request.

\*Transmitted Data Security - The data you transmit via Node1 Internet’s forms is passed via a secure server. In addition, all information is collected by Node1 Internet is stored on a secure database server, protected by stringent security policies.

To view our full privacy policy, and credit reporting policy, please visit <https://node1.com.au/information.php>.

### Acceptable Use Policy

Node1 Internet provides businesses and consumers with a variety of information technology related products and services, including fixed and wireless internet access, web hosting and communications services. This Acceptable Use Policy defines the circumstances and the terms and conditions upon which customers may use Node1 Internet’s services, with a view to ensuring the integrity, security, reliability and privacy of the Node1 Internet network, systems, products and services. In summary, the intention of the Node1 Internet acceptable use policy is to ensure that our customer’s receive an excellent service where they operate within the limits of their agreement with Node1 Internet and within the law and good Internet practice. Customers must act responsibly in their use of resources on Node1 Internet’s network. If customers go outside those limits, they may directly impact users across the network, as well as Node1 Internet’s ability to economically provide a service to all other customers. Generally speaking, customers will be

restricted in what they can do if they are outside their agreed limits (for example, once you exceed your agreed plan cap, your service will be substantially slowed down).

**Customers may be removed from the network (temporarily, or permanently if appropriate) if they have a significant effect on the network—such as illegal activity or substantially more than agreed plan usage, for example.**

Many 'peer to peer' programs (such as file sharing programs) and other network intensive applications, will continue to send and receive files across the network even without active customer intervention. Node1 Internet strongly recommends against the use of such programs on an uncontrolled basis (that is, without specific awareness of the volume of data being transmitted and received). It is quite possible that customers will substantially exceed their agreed plan caps with such a program running, and then be removed from the network until the following period. For the purposes of this document, a customer is any person or entity that purchases, uses or receives a service from Node1 Internet. Every customer must comply with this policy.

## Prohibited Activities

**The following activities are violations of this policy, an abuse of the Node1 Internet network, and are prohibited:**

1. Illegal Use, Threats and Harassment: Using the service to transmit any material that, intentionally or unintentionally:
  - A) violates any applicable local, state, national or international law, or any applicable rules or regulations;
  - B) threatens or encourages bodily harm or destruction of property;
  - C) harasses another.
2. Fraudulent activity: Using the service to make fraudulent offers to sell or buy products, items or services or to advise any type of financial scam such as "pyramid scheme", and chain letters.
3. Spam: Sending unsolicited commercials, messages or communications or unsolicited bulk email in any form or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature.
4. Forgery or Impersonation: Adding, removing or modifying identifying information (including any network header information) in an effort to receive or mislead or attempting to impersonate any person by using forged headers or other identifying information.
5. Unfair and inappropriate use of resources: Using unreasonably excessive resources on Node1 Internet's network, or otherwise degrading or interfering with any other customer's use of a service or adversely affect the integrity, security, or service levels of the Logic IT Solutions network.
7. General: Engaging in any activity that:
  - A) threatens the integrity or security of any network or computer system (including transmission of worms, viruses and other malicious code and accessing any device or data without proper authorisation);
  - B) attempts to use the service in a manner so as to avoid incurring charges which would otherwise be applicable;
  - C) violates generally accepted standards of Internet or other network conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning and unauthorised system penetrations.

**If Node1 Internet becomes aware of or suspects any prohibited activity, it may:**

- i. Suspend or terminate a customer's service at any time;
- ii. Deny traffic for the purpose of preserving Node1 Internet's (or the customer's) system and network resources;
- iii. Where feasible, implement technical mechanisms to prevent a prohibited activity;
- iv. Charge the customer for administrative costs associated with prohibited activities of the customer including recovery of costs of identifying offenders and removing them from or discontinuing their service;
- v. Remove any materials that, in Node1 Internet's sole discretion may be illegal, may subject Node1 Internet to liability or that may violate this policy;
- vi. Co-operate with legal authorities or third parties in the investigation of any suspected or alleged crime, civil wrong or prohibited activity.

## General

Customers are responsible for protecting any access codes of other security measures for use of or access to a service. Customers must not use or permit anyone to use the Node1 Internet network or service to guess passwords or access other systems or networks without written authorisation. Customers must comply with any security requirements the

Node1 Internet may notify from time to time. Node1 Internet may limit the usage of specific traffic type, such as peer to peer traffic from time to time, to ensure the efficiency of the overall network. Node1 Internet may change this policy from time to time. Any changes to the policy will be posted on the Node1 Internet website at ([www.node1.com.au](http://www.node1.com.au))