



CSI TERMS AND CONDITIONS

1 DESCRIPTION OF SERVICE

1.1.1 ADSL and ADSL2+ are high speed broadband Internet access services which operate on the Customer's copper telephone line. These services allow the Customer to access the Internet and use their PSTN telephone service simultaneously.

1.1.2 The actual speeds of 8000/384k and 24000/1024k plans can vary substantially due to many factors, but not limited to distance from local exchange, quality of phone line, EMI (ElectroMagnetic Interference), the number and type of other services using the line, the capacity of the uplink and customer's modem/router.

1.1.3 Customers on ADSL2+ plans who are more than 3kms from the telephone exchange and/or with poor quality telephone lines may be limited to ADSL2 (G992.3) or ADSL1 (G992.1) modulation for stability purposes and due to technical limitation of Telstra infrastructure.

2 AVAILABILITY OF SERVICE

2.0.1 The Customer agrees and understands that in some cases it may not be possible to provide an ADSL/ADSL2+ service due to limitations (RIMs, Sub Exchanges, etc) or incompatibility with a third party carrier's network.

2.0.2 To get a CSI ADSL2+ service, the Customer must be in an area covered by CSI's ADSL2+ network.

2.0.3 Only CSI ADSL2+ plans are available to Customers applying for broadband at exchanges where CSI ADSL2+ is enabled.

2.0.4 CSI does not guarantee provision of broadband to every applicant. If the service is unavailable, CSI will notify the applicant, and will not be liable for any loss caused by rejection of the Customers application.

2.0.5 The Customer also accepts that some services offered by a Third Party Carrier, such as PABX systems and certain fax services may be incompatible with the ADSL/ADSL2+ service and may not be available to the Customer after connection.

2.0.6 CSI's broadband business plans are available only to Customers who provide a valid ABN on registration.

2.1 PROVISION OF SERVICE

2.1.1 CSI does provide support for the following: ADSL installations on the routers and modems purchased from CSI; New account set up & installation; Disconnections; Sending and receiving email from CSI Post Office; Connecting to the Internet; Viewing web pages; Downloading & uploading files & attachments. This support is NOT provided to Apple Mac users.

2.1.2 The Customer agrees that the IP Address(es) remains the property of CSI and that the Customer is renting the IP Address(es) during the period of their contract only. On termination of the Customers contract, any IP Address(es) rented from CSI, will be recovered by CSI.

2.1.3 IP addresses are maintained and administered by CSI only, which includes but is not limited to DNS delegation and routing.

2.1.4 CSI reserves the right to provide access to the Internet via CSI Proxy Servers. During peak periods modems may not always be available.

2.1.5 CSI wishes to use any information provided by you to contact you regarding any upgrades and/or the provision of any new services relating to CSI products and services via email, telephone, fax and/or any other forms of communication. CSI will not onsell your personal information to a third party for marketing purposes.

2.2 EQUIPMENT

2.2 REQUIRED EQUIPMENT

2.2.1 The Customer must ensure they have compatible, working equipment installed to access and use their CSI ADSL/ADSL2+ service including, but not limited to: Modem/router, filters, wireless cards and cabling. The Customer will not be reimbursed for access or performance problems caused by equipment which is not supplied by CSI or if the warranty is expired.

2.2.2 The ADSL USB modems supplied by CSI do not work in a routed environment and are not stable in a Mac OS or Pre Windows 98 (2nd edition) environment.

2.3 MODELS OF MODEM/ROUTER SUPPLIED BY CSI

2.3.1 CSI reserves the right to supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the CSI website when the customer registered.



2.4 TECHNICAL SUPPORT

2.4.1 CSI only provides technical support for makes and models of modem/router supplied by CSI. If the customer is using a model of modem/router not supplied by CSI, assistance may be available directly from the manufacturer's own technical support service.

2.5 FILTERING OF TELEPHONIC DEVICES

2.5.1 Every telephonic device connected to the same telephone line as the ADSL/ADSL2+ service will need to have a suitable filter installed to prevent interference between the device and the broadband service.

2.5.2 One standard filter for a standard telephone handset comes with every modem/router supplied by CSI. A stronger central filter will be required for every cordless telephone handset and for every fax machine on the same phone line as the ADSL/ADSL2+ service.

2.5.3 A central splitter must be installed on the service phone line, if you have: (a) A monitored 'back to base' security system, which operates via the same phone line as the broadband service. (b) More than 3 telephonic devices connected to your broadband phone line. (c) A mode 3 phone socket connected to your broadband phone line.

2.5.4 Installation of any required central splitter hardware is at the customer's own expense. The customer should contact an ACMA approved technician or Telstra to install the central splitter. For further information contact CSI Sales (contact details are available online at <http://www.csiconnect.com.au/about/contact.php>).

2.6 DELIVERY

2.6.1 CSI will only deliver ordered equipment to the contact address supplied by the Customer on registration.

2.6.2 In a situation where a Customer is not available to receive delivered equipment and the equipment is returned to CSI, the cost of the return is carried by the Customer. In addition, CSI will charge the Customer to redirect/resend the returned equipment.

2.6.3 Shipping & handling fees are non-refundable.

2.7 WARRANTY

2.7.1 ADSL/ADSL2+ equipment provided by CSI to the Customer is covered by a 1 year return to base warranty. This means that equipment thought to be faulty must be returned to CSI by the Customer, and at the Customer's expense, for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found to be faulty by CSI.

2.7.2 The warranty period will commence from the date of dispatch from CSI.

2.7.3 The warranty period will not restart if a replacement unit is issued.

2.7.4 If equipment bought from CSI is returned to CSI within the 1 year warranty period is found to be faulty by us, we will replace, repair or credit the Customer for it at our discretion, unless we find the fault was caused by: (a) A piece of equipment not supplied by CSI. (b) A Force Majeure Event. (c) Interference or modification to the equipment not performed by CSI or the manufacturer, or a failure to use the equipment in accordance with the manufacturer's or our specifications / instructions. (d) Damage caused by the Customer or a third party.

2.7.5 Operation and maintenance of equipment which has not been purchased from CSI and is outside of any warranty provided by CSI, and any associated repair or maintenance costs are solely the Customer's responsibility.

2.8 EQUIPMENT SPECIAL OFFERS

2.8.1 'Equipment special offer' refers to free or discounted equipment (such as modems/routers) offered by CSI.

2.8.2 The Customer may redeem only one equipment special offer per registration, and the offer must be claimed on registration, or in writing within 30 days of registration.

2.8.3 Only offers which are advertised on the CSI website (www.csiconnect.com.au) for the Customer's particular plan at the time of registration are valid.

2.8.4 Equipment special offers are available to new CSI Customers paying the full ADSL/ADSL2+ setup fee.

2.8.5 Equipment special offers are not available to Customers who transfer (churn) to CSI ADSL from another provider.

2.8.6 Modem/router special offers cannot be exchanged for cash, credit or any other product or service.

2.9 FAULTS AND OUTAGES

2.9.1 The Customer agrees to direct all queries regarding faults/outages of their CSI broadband service to CSI's technical Support Help Desk. The Customer is liable for any inquires to Third Party service providers or Telstra. CSI will invoice the Customer for costs incurred due to the Customer engaging a third party for assistance with their CSI service.



2.9.1 INSTALLATION OF ADSL

2.9.1.1 The Customer agrees to nominate an existing standard telephone service for delivery of the ADSL/ADSL2+ service and the Customer will continue to be responsible for all costs of the nominated service to their existing telephone carrier or to the telephone carrier of the Customer's choice.

2.9.1.2 If the ADSL connection is terminated due to, but not limited to, suspension of the Customer's telephone service or a change of lessee/retail details, a charge will be payable to reconnect the service - refer to Additional ADSL pricing at www.csiconnect.com.au.

2.9.1.3 It is the Customer's responsibility to ensure that their computer and software conform to the minimum standards required to access and use CSI ADSL/ADSL2+. Our System Requirements are detailed online at http://www.csiconnect.com.au/products_services/system_requirements.php

2.9.1.4 For ADSL/ADSL2+ to be installed, the Customer's nominated telephone line must support it. Partial checks to confirm the telephone line can support ADSL/ADSL2+ are carried out on registration, but this does not guarantee the service can be successfully installed.

2.9.1.5 The Customer agrees and understands that their application may be rejected or delayed by Telstra due to, but not limited to, transpositioning (the line cannot carry ADSL/ADSL2+). The Customer acknowledges that such issues are outside of CSI's control.

2.9.1.6 Cancellations due to non ADSL/ADSL2+ provisioning must be thoroughly investigated before breakage of the contract.

2.9.1.7 The Customer acknowledges that there may be a minor disruption to the nominated standard telephone service during installation.

2.9.1.8 Where the installation of equipment involves a telephone line, the Customer warrants that the Customer is the legal renter of the telephone line or authorised by the legal renter to consent to the installation.

3.0 BILLING

3.0.1 The Customer agrees to pay all subscription fees and usage charges applicable to the broadband plan they have registered for. The Customer understands that all CSI fees and charges may be altered from time to time by CSI without notice, however, CSI will not increase the subscription fee for the Customer's plan until the end of the Minimum Contract Term.

3.0.2 Payment must be made in full each month in advance, by either credit card or EFT. If payment is not received within seven days of the due date, CSI reserves the right to slow down connection speed. Failure to pay subscription or usage charges within fourteen days of the due date will result in the suspension or termination of the Customer's broadband service. If the service is terminated due to non payment, it will be treated as a cancellation of service by the Customer, who will be required to pay any relevant reconnection or cancellation fees.

3.0.3 All administration, registration and set-up fees are non-refundable. Customers may exchange or receive a refund for equipment which has not been opened or used and has been returned to CSI within 30 days of purchase.

3.0.4 Downloads are calculated and where applicable charged monthly for all CSI Internet Packs.

3.0.5 Customers are able to retrieve a copy of their Tax invoices through CSI. Tax invoices are not automatically sent to customers. To request a hardcopy of your tax invoice please contact our customer service department.

3.0.6 The Customer may elect to have their bills paid by way of a valid credit card (applicable to certain CSI plans only, see www.csiconnect.com.au for details) or by monthly payment in advance by EFT.

3.0.7 Accepted credit cards: Visa, MasterCard.

3.0.8 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time CSI bills the account. Dishonor fees and any other charges, expenses or losses resulting from CSI attempting to debit the credit card or direct debit account will be borne solely by the Customer.

3.0.9 The Customer hereby authorises CSI to charge any excess usage of their account at the current rate applicable to CSI services at the time the excess was used. We may charge you a \$22.00(inc.GST) administration fee which may include cancellation fees, relocation fees and/or payment dishonor fees.

3.0.10 Registration will not be processed without prior payment.

3.0.11 Customers are required to contact CSI 14 days prior to the end of their contract period should they wish to cancel their service. If we do not receive notification from the customer prior to the end of their contract period the service will roll over for the next billing period in accordance with our Standard Terms and Conditions.

3.0.12 The Customer is required to inform CSI if their credit card is due to expire two weeks prior to the expiry date and is required to provide CSI with details of a current credit card. CSI will close an account 2 days prior to the expiration of the nominated credit card if updated credit card details are not provided.

3.0.13 CSI reserves the right to check Customers details with credit referencing bodies/associations.



3.1 REGISTRATION

3.1.1 The Customer agrees to pay all equipment, delivery and set-up charges and their first subscription fee, once their nominated telephone line passes the initial service qualification test. Set-up charges are different for ADSL and ADSL2+ services. The charges will be as advertised online at the time of registration.

3.1.2 The Customer agrees to pay another full set-up fee to re-install their broadband service, if they provide CSI with incorrect registration details which result in the service being installed on the wrong phone line. The Customer must also provide the correct service details in writing to CSI before re-installation will proceed.

3.1.3 Where transpositioning of the Customer's telephone line is required for ADSL/ADSL2+ to be installed, CSI will charge the set-up fee and first month's subscription fee on receipt of written confirmation that the Customer wishes to proceed with transpositioning. These charges will be refunded if transpositioning fails, but if successfully completed, CSI will bill the Customer for any equipment ordered and related delivery charges.

3.1.4 CSI will commence the Customer's Initial Contract Period and subscription billing cycle on the day CSI ADSL is installed on the Customer's telephone line.

3.2 THE MINIMUM CONTRACT TERM

3.2.1 All CSI broadband plans have a Minimum Contract Term. The Minimum Contract Term is the minimum period for which the Customer must remain on and is liable for payment of their CSI broadband service from the time it is activated. If the Customer cancels the service before the end of the Minimum Term, they will be liable to pay out the remainder of this period, up to a maximum of \$350.

3.2.2 The Minimum Contract Term varies from plan to plan, and will be as advertised for the Customer's plan at the time of registration.

3.2.3 Once the Minimum Contract Term is over, the Customer's service will continue to renew automatically, and the Customer will continue to be charged for the service, until such time as the Customer cancels the service.

3.3 SUBSCRIPTION FEES

3.3.1 Subscription charges for CSI broadband plans are billed in advance. 6 days prior to the end of each subscription period the Customer's plan will automatically renew, and the following period's subscription fee will be charged.

3.3.2 Subscription fees are charged monthly, quarterly or another period as advertised for the Customer's plan.

3.4 THROTTLING

3.4.1 With some CSI broadband plans the Customer's download speed is throttled (slowed) to a specified speed once the monthly download quota is exceeded until the start of the next billing month.

3.5 USAGE (DOWNLOAD) CHARGES

3.5.1 With some CSI broadband plans the Customer is charged for all downloads in excess of a specified monthly download quota, at the rate of 15 cents per megabyte.

3.5.2 Usage charges incurred within a billing month are charged at the end of that billing month.

3.6 PAYMENT OPTIONS

3.6.1 Payment options are credit card and/or payment in advance, as specified on the CSI website for the plan chosen by the Customer.

4. ADDITIONAL CHARGES

4.1 ADDITIONAL CHARGES

4.1.1 The Customer understands that all changes to their broadband plan/service may incur fees including, but not limited to: Changes in bandwidth/speed/configuration/plan, relocation of the service to a different address or telephone number, and termination of the service. CSI will charge the relevant fees specified at time of receipt of the Customer's application.

4.1.2 CSI is not liable for any interruption in the Customer's service while a change to the Customer's plan/service is being processed and implemented. Customers can contact CSI Customer Service on 02 49422 606 for an estimate of how long the service may be disrupted due to a specific change. CSI cannot guarantee such estimates.

4.1.3 CSI will not reimburse subscription charges incurred while a change to the Customer's CSI service is being processed or implemented, and will not be liable for any loss or damages associated with disruption of the service while the change is being implemented.

4.1.4 A change to a Customer's service will only be implemented once CSI receives all necessary information by way of an application via email, fax or post.



4.2 IP ADDRESSES

4.2.1 CSI broadband plans provide dynamic or static IP addresses as described in the plan specification 'Static IP address' refers to layer 3 or layer 2 (PPPoE) broadband connections where the Customer's router/modem is assigned a specific IP address(s) that is allocated for the time of the contract.

4.2.2 If the Customer has a plan with a static IP address(s), and applies to change their CSI plan/service in any way, CSI will endeavor to retain the Customer's IP address(s) but reserves the right to assign the Customer a new IP address(s).

4.3 RECONNECTION OR RELOCATION OF ADSL SERVICE

4.3.1 Any interruption/change to the Customer's telephone service will cause the ADSL/ADSL2+ service on that line to be disconnected, and the Customer will have to order, and pay a fee for reconnection/relocation of the service. Such interruptions/changes include, but are not limited to: (a) Cancellation/suspension of your telephone account. (b) Change of service address (even if you keep the same telephone number). (c) Change of telephone number (even if your address does not change). (d) Change of telephone service lessee details. (e) Installation of an ADSL/ADSL2+ incompatible product on the telephone line.

4.3.2 If the Customer's broadband service is terminated automatically, as in 3.1 above, it is the Customer's responsibility to inform CSI. If the Customer chooses not to reconnect their service, all of the usual conditions relating to cancelling an ADSL/ADSL2+ service will apply, including the fee for early contract termination.

4.3.3 If a Customer has a CSI ADSL2+ service and changes their location to an area where CSI ADSL2+ is not available, they may choose one of the following 2 options: (a) Change to a current CSI ADSL plan, with a new Minimum Contract Term. (b) Cancel the CSI ADSL2+ service and pay out any remaining portion of the Minimum Contract Term up to a maximum of \$350.

4.3.4 If the Customer applies to relocate/reconnect their service during the Minimum Contract Term, and CSI determines that neither ADSL nor ADSL2+ are able to be provisioned at their new address / telephone number, the Customer will be charged the remaining portion of the Minimum Contract Term, up to a maximum of \$350.

4.3.5 If relocation/reconnection of the Customer's service is delayed due to a factor outside of CSI's control (for example, there are no available ADSL ports or transpositioning of the telephone line is required), the full early contract termination fee will apply if the Customer chooses not to proceed.

4.3.6 The Customer's Minimum Contract Term will restart on reconnection/relocation of the service. If, at the same time, the Customer changes their broadband plan, they will begin a new Minimum Contract Term as specified for that plan.

4.3.7 If the Customer's existing plan is no longer advertised on the CSI website at the time the relocation/reconnection is applied for, the Customer may be required to choose a new plan from CSI's current range, and begin a new Minimum Contract Term as specified for that plan.

4.4 CHANGE OF PLAN

4.4.1 Migrating to another CSI ADSL/ADSL2+ plan does not reduce the Minimum Contract Term or terminate the original agreement or result in a reduction of the charges payable by the Customer to CSI. The new plan subscription and/or usage charges will apply from the date of the migration.

4.4.2 The Customer will be charged a plan change fee on receipt of their application to change their broadband plan, as displayed online at

www.csiconnect.com.au/products_services/adsl_additionalprices.php.

4.4.3 The Customer will be charged for any remaining portion of the Minimum Contract Term of their existing plan (up to a maximum of \$55), for changing to an ADSL plan with lower monthly access charge inside contract period.

4.4.4 The Customer will be charged the first subscription fee for their new plan at the time their plan change application is processed. Any paid, but unused portion of the Customer's old plan, as at the date of migration, will be credited to the Customer's account.

4.4.5 A new Minimum Contract Term, as specified for the new plan requested by the Customer, will commence from the date of migration to the new plan.

4.5 CANCELLING AN ADSL/ADSL2+ SERVICE

4.5.1 The Customer may terminate their CSI ADSL/ADSL2+ service by providing CSI with written notice at least 7 day prior to the commencement of the next billing period. The Service has to be paid up to the end of the notice period.

4.5.2 If the Customer cancels their ADSL/ADSL2+ service before the end of their Minimum Contract Term the Customer will be required to pay out the remaining portion of this term, up to a maximum of \$350.

4.5.3 If the Customer seeks to terminate their service due to a service problem/outage, before the Minimum Contract Term has ended, a full payout of the remaining portion of this contract term will apply, unless, in our opinion, CSI has had



ample opportunity to resolve the problem. v) The Customer authorises CSI to charge ALL termination fees, including, but not limited to, any remaining portion of the Minimum Contract Term to the Customer's credit card on receipt of the Customer's termination notice.

5.0 USAGE

5.1 CUSTOMERS RESPONSIBILITIES

5.1.1 The Customer is responsible for all usage charges in respect of the use of their broadband service, whether or not such usage was authorised, including usage caused by infection of the Customer's computer with a virus or due to other unauthorized third party intrusions.

5.1.2 The Customer is not to allow a Third Party to use their broadband service without direct supervision and/or written authorisation by CSI.

5.2 CALCULATING DOWNLOAD USAGE

5.2.1 1GB (Gigabyte) is equal to 1000MB (Megabyte); 1MB is equal to 1000KB (Kilobyte).

5.3 MONITORING USAGE

5.3.1 CSI recommends that Customers monitor their usage regularly.

5.4 RESELLING/ON-SELLING A CSI ADSL SERVICE

5.4.1 The Customer agrees that their CSI ADSL/ADSL2+ service may not be resold or on-sold, and that it is not available to the following: ISPs, Internet Cafés and Web Hosting Companies. Otherwise charges of \$10,000 per month for a 256K connection, \$15,000 per month for a 512k connection, \$20,000 per month for 1500K or \$30,000 per month for an ADSL2+ connection from the first date of connection will apply.

5.5 LIABILITY

5.5.1 The Customer warrants that they are the legal renter of the telephone line nominated for their ADSL/ADSL2+ service or are authorized to order installation of broadband on that line. The Customer also warrants that CSI is not liable for any costs associated with their nominated telephone line including, but not limited to, installation costs and line rental/maintenance costs.

5.5.2 The Customer acknowledges that CSI cannot be held responsible for any loss incurred by the Customer because of faults and/or failures within a third party Carrier's Network infrastructure.

5.5.3 Customers use the CSI broadband service at their own risk and CSI takes no responsibility for any data downloaded and/or the content stored on the Customer's computer. The Customer agrees not to make any claim against CSI, its suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, this Agreement or the use of the broadband service and/or CSI email services.

5.5.4 While CSI will endeavour to make its broadband services available to Customers 24 hours a day, 7 days a week, ADSL/ADSL2+ are not fault free and CSI cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are also many factors outside of CSI's control which affect ADSL/ADSL2+ delivery, such as: The performance of third party suppliers and equipment, forces De Majeure and performance of the Customer's own telephone service. CSI accepts no liability for interruptions to the Customer's ADSL service or for any resulting damage or loss suffered by the Customer or any third party.

5.5.5 CSI reserves the right to perform maintenance work from time to time, which may temporarily interrupt the Customer's access to the service. Where possible, CSI will perform this work during non-peak times.

5.5.6 The Customer hereby indemnifies CSI against all liability, costs, loss or damage, suffered or incurred by CSI, its suppliers, employees, contractors and assignees arising from their use of the ADSL Service.

5.5.7 CSI shall not be liable for the consequences of an occurrence of any event beyond its reasonable control and such event shall not amount to a breach of this Agreement.

5.5.8 Support, maintenance and/or consulting by CSI to the Customer shall be regarded as separate to this agreement. The Customer is responsible for any expenses relating to, but not limited to, cabling, configuration and/or modifications to the Customer's equipment.

5.5.9 CSI reserves the right to add, or delete web sites to/from its filter list without prior notice to the Customer.