

## **Service Description & Terms – Standalone Broadband**

This document contains the Service Description and Terms for the supply of NBN broadband Internet. The Standard Terms and Conditions apply to this service.

### **1 THE SERVICE**

1.1. NBN are both high speed, broadband Internet access services which operate on a copper telephone line at your premises. These services allow you to access the Internet and use your PSTN telephone service simultaneously.

1.2. The actual speeds for the service can vary substantially due to many factors. These include 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.

1.3. Customers on NBN 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 NBN infrastructure.

1.4. It may not be possible to provide an NBN service due to limitations (RIMs, Sub Exchanges, etc) or incompatibility with a third-party carrier's network. You must have a qualified copper pair at the service delivery address for the NBN.

1.5. To acquire an NBN service, you must be in an area covered by MOCS Internet's NBN network and, if you are in such an area, we will only sell you an NBN service. We do not guarantee provision of broadband to every applicant.

1.6. Some services offered by a third-party carriers, such as PABX systems and certain fax services may be incompatible with the NBN service and may not be available to you after connection of the NBN Service.

1.7. Our broadband business plans are available only to customers who provide a valid ABN on application.

1.8. Your NBN service may not be resold or on-sold, and you must ensure that it is not made available to ISPs, Internet Cafés or Web Hosting Companies.

1.9. We reserve the right to provide access to the Internet via Proxy Servers.

1.10. You agree that an NBN connection can only be used at one physical site and/or with one Network system operation at this site. It does not include the right to use the connection for multiple sites.

### **2.SERVICE FAULTS**

2.1. While we will endeavour to make broadband services available to customers 24 hours a day, 7 days a week, NBN services are not fault free and we cannot guarantee uninterrupted service, or the speed, performance or quality of the service. There are many factors outside of our control which affect NBN services, such as the performance of third party suppliers and equipment, Force Majeure events and performance of your telephone service. We accept no liability for interruptions to your NBN service or for any resulting damage or loss suffered by you or any third party.

2.2. MOCS Internet is responsible for delivering the service to the network boundary point at your premises. You are responsible for all cabling and wiring within your premises. Where cabling does not

exist or you have a fault with the wiring in your premises, you must arrange for your own contractor to rectify this.

2.3. We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible, we will perform this work during non-peak times.

2.4. You must direct all queries regarding faults/outages of the service to our technical support Help Desk (see contact details online at <https://www.mocs.com.au/mocs-internet/>). You must not direct inquiries to third party service providers. We will invoice you for costs incurred by us if you engage a third party for assistance with your service.

2.5. If MOCS Internet determines on reasonable grounds that the fault is not related to the MOCS Internet infrastructure (for example faulty socket, modem, internal wiring) an Incorrect Callout fee(\$330.00 including GST) may apply. For more information, please contact us on (03)9818 2488 or Email us on [internet@mocs.com.au](mailto:internet@mocs.com.au).

### **3.INSTALLATION OF NBN**

3.1. You must nominate an existing standard telephone service for delivery of the NBN service and you will remain responsible for all costs of the telephone service to your telephone carrier. You warrant that you are the legal renter of the telephone line or authorised by the legal renter to consent to the installation of the service.

3.2. It is your responsibility to ensure that your computer and software conform to the minimum standards required to access and use NBN.

3.3. For NBN to be installed, your nominated telephone line must support the service. Provisional checks to confirm the telephone line can support NBN are carried out on application, but this does not guarantee the service can be successfully installed. There may be a minor disruption to the nominated standard telephone service during installation.

3.4. Provisioning may be rejected or delayed by NBN due to, but not limited to, transpositioning (the line cannot carry NBN). Such issues are outside of our control. If there are issues, you must give us the opportunity fully to investigate the reasons for such rejections before terminating the contract.

### **4.EQUIPMENT**

4.1. You must ensure that you have ACMA compliant, compatible, working equipment installed to access and use your NBN service including, but not limited to: Modem/router, filters, wireless cards and cabling. We will not reimburse you for access or performance problems caused by equipment which is not supplied by us or if the warranty is expired.

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

4.3. If we have agreed to supply you with a piece of equipment, we reserve the right to supply an alternative model or brand of modem/router, of similar quality and technical specification to the one displayed on the MOCS Internet website when you registered.

4.4. Every telephonic device connected to the same telephone line as the NBN service will need to have a suitable filter installed to prevent interference between the device and the broadband service.

4.5. One standard filter for a standard telephone handset comes with every modem/router supplied by MOCS Internet. A stronger central filter will be required for every cordless telephone handset and for every fax machine on the same phone line as the NBN service.

4.6. 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 telephony devices connected to your broadband phone line.

(c) A mode 3 phone socket connected to your broadband phone line.

4.7. Installation of any required central splitter hardware is at your expense. You should contact an Austel approved technician to install the central splitter. For further information, kindly contact MOCS Internet. All contact details are available on <https://www.mocs.com.au/mocs-internet/>.

4.8. We will only deliver ordered equipment to the contact address supplied by you in your application for service.

4.9. In a situation where you are not available to receive delivered equipment and the equipment is returned to us, the cost of the return will be borne by you. In addition, we will charge you to redirect/resend the equipment. Shipping & handling fees are non-refundable.

4.10. For customer who required Voice (VOIP) service, you must purchase a VOIP compatible VoIP Adaptor (ATA box) from us and we will deliver the device to the service installation address that you provided in the application.

## **5.EQUIPMENT SUPPORT**

5.1. Support, maintenance and/or consulting in respect of your equipment are not provided as part of the service. You are responsible for any expenses relating to cabling, configuration and/or modifications to your equipment.

5.2. We only provide technical support for makes and models of modem/router supplied by us. If you are using a model of modem/router not supplied by us, assistance may be available directly from the manufacturer's own technical support service.

## **6.SETUP CHARGES**

6.1. You must pay all equipment, delivery, New Development Charge(NDC), Set Up charges and the first month's subscription fee once your nominated telephone line passes the initial service qualification test prior to installation.

6.2. If you provide us with incorrect registration details which result in the service being installed on the wrong address, the set-up charges will be paid again to re-install the broadband service. You must provide the correct service details in writing to us before re-installation will proceed.

6.3. Where transpositioning of your telephone line is required for NBN to be installed, we will charge the set-up fee and first month's subscription fee on receipt of written confirmation that you wish to proceed with transpositioning. These charges will be refunded if transpositioning fails but, if successfully completed, we will bill you for any equipment ordered and related delivery charges.

## **7.PAYMENTS**

7.1. Payment options are credit card and/or direct debit from a nominated bank account, as specified on the MOCS Internet website for the plan chosen by you. Please note, 2% surcharge will be applied for every Amex credit card transaction.

7.2. For any declined payment, if payment is not made within 7 days, service suspension will be enforced. A dishonoured payment fee of \$9.90 in. GST will incur and include in your current invoice if you do not settle any outstanding amount within 7 days.

7.3. Payment method will be moved from invoice to automatic Credit Card or Direct Debit deduction in the cases where a plan change, relocation, reconnection or reactivation of internet service is required by retail customers (without ABN).

7.4. We reserve the right to charge \$3.30 in. GST per invoice generated and posted for retail customers (without ABN) who have invoice as payment method.

## **8.SERVICE CHANGES**

8.1. All changes to 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.

8.2. We are not liable for any interruption your service while a change is being processed and implemented. You may contact Customer Service on (03) 9818 2488 for an estimate of how long the service may be disrupted due to a specific change but such estimates are not guaranteed about the period of time.

8.3. We will not reimburse subscription charges incurred while a change to your 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.

8.4. A change to your service will only be implemented once we receive all necessary information by way of an online application or in writing by email, fax or post.

## **9.IP ADDRESSES**

9.1. 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 your router/modem is assigned a specific IP address(s) that is allocated for the period you acquire the service.

9.2. If you have a plan with a static IP address(s) and apply to change the plan/service in any way, we will endeavor to retain your IP address(s) but reserve the right to assign to you a new IP address(s).

## **10.CHANGES TO TELEPHONE SERVICE**

10.1. Any interruption/change to your telephone service will cause the NBN service on that line to be automatically disconnected and you 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 NBN incompatible product on the telephone line.

10.2. If your broadband service is terminated automatically, you must inform us. If you choose not to reconnect your service, all of the usual conditions relating to cancelling an NBN service will apply, including your obligation to pay the fee for the termination month and it is not refundable.

10.3. If you change your location to an area where MOCS Internet NBN is not available, you may cancel the MOCS Internet NBN service.

10.4. If you apply to relocate/reconnect your service, a relocation fee may be charged due to circumstance.

10.5. If relocation/reconnection of your service is delayed due to a factor outside of our control (for example, there are no available NBN ports or transpositioning of the telephone line is required), the full relocation fee will not refund if you choose not to continue the process.

10.6. If your existing plan is no longer advertised on the MOCS Internet website at the time the relocation/reconnection is applied for, you are required to choose a new plan from our current plans.

## **11.CHANGE OF PLAN**

11.1. Migrating to another MOCS Internet NBN plan, the new plan subscription and/or usage charges will apply from the date of the migration.

11.2. If you request for speed change, \$20.00 inc. GST will be applied and you authorize us to direct debit off your nominated credit card or bank account.

11.3. If your existing plan is no longer available on the MOCS Internet website at the time the relocation/reconnection is applied for, you are required to choose a new plan from our current plans.

## **12.CANCELLING AN NBN SERVICE**

12.1. You may terminate the NBN service by giving us at least 30 days' written notice prior the next billing cycle.

12.2. You authorise us to charge all termination fees, including, but not limited to the Service fee up to the end of the notice period via your nominated credit card or direct debit account on receipt of your termination notice.

12.3 If, during the Contract Period, you cancel the service or we cancel the service because of your default, you are liable to pay an early termination charge in one lump sum. The early termination charge is the total monthly fee of the remaining contract term.

## **13.NBN FAST TRANSFER (CHURN)**

13.1. The fast transfer (churn) process is only available to customers who have an active NBN connection with a participating ISP.

13.2. We do not guarantee access to the churn process and will not be liable if the NBN transfer application is rejected.

13.3. MOCS Internet will supply the NBN service from the date the transfer takes effect (you will be notified when this happens).

13.4. You will pay for all charges associated with the transfer.

13.5. You will still be responsible to your current NBN supplier for any charges incurred and/or billed up to the date the transfer takes effect.

13.6. After a transfer, you may not be able to receive certain benefits you currently receive from your DSL supplier (e.g. discounts or specific product enhancements).

13.7. You authorise us to act on your behalf to transfer your NBN service.

13.8. Your NBN service will remain active with your current Internet provider until the transfer takes place.

13.9. You will need to contact your current NBN provider about any faults with your NBN service until the transfer process is completed.

13.10. You may experience an outage in your NBN service of up to 5 hours whilst the transfer takes place. We are not liable for any downtime or delays, as we are dependent on a 3rd party to perform the transfer.

13.11. You warrant that you are the account holder of the NBN service to be transferred, or are authorised by the account holder to transfer the service to us.

13.12. You understand that it is your responsibility to check the terms of your contract with your current NBN provider to determine if there will be any consequences under that contract as a result of this transfer, such as an early termination payment.

13.13. You authorise us to confirm, on your behalf, your current technical data to be used for the NBN transfer process only.

#### **14. MISCELLANEOUS**

14.1. You use the service at your own risk and we take no responsibility for any data downloaded and/or the content stored on your computer. You agree not to make any claim against us, our suppliers, employees, contractors or assignees for any loss, damages or expenses relating to, or arising from, the use of the broadband service and/or our email services.

14.2. We reserve the right to add, or delete web sites to/from our filter list without prior notice to you.

14.3. We may use a proxy service in delivering internet to you.