



GoldNet Pty Limited ABN 42 127 052 493

**BUSINESS DATA SERVICES**

**SUMMARY OF STANDARD FORM OF AGREEMENT**

**INTRODUCTION**

This document is a Summary of GoldNet Pty Limited (“GoldNet”)’s Standard Form of Agreement (“Agreement”). It does not include details about all aspects of the Services. It is very general in nature and should not be relied on as a substitute for reading the Agreement.

**Important Customer Information: Your Rights and Obligations**

- Customers can lodge faults and complaints and seek customer support by telephoning GoldNet on (08) 90805111 Monday-Friday during normal business hours.
- If you are not happy with our handling of a complaint, you can always contact the Telecommunications Industry Ombudsman (“TIO”) or the New South Wales Office of Fair Trading (or equivalent in your State or Territory).
- The TIO is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet services and can be contacted by telephone on 1800 062 058 - Monday to Friday between 9am and 5pm Australian Eastern Standard Time (Free from a landline, but charged at standard mobile call rates if you call from a mobile).
- The primary role of the New South Wales Office of Fair Trading (or equivalent in your State or Territory) is to manage consumer laws and to look after the rights of consumers.

**WHAT SERVICES DO WE OFFER?**

The following Services are a range of point-to-point and point-to-multipoint data carriage services. This data is carried through our network at speeds of up to 100Mb/second.

Service	Details	Minimum Term	Fees and Charges	Customer Premises Equipment Details
VPLS:	The Virtual Private LAN Service (VPLS) offers point to point and point to multipoint layer-2 protocol independent connectivity at speeds of up to 100Mbps. VPLS allows businesses to connect multiple sites securely using either Transparent or Tagged LAN options. VPLS allows customer networks at geographically	Subject to negotiation and as specified on an Approved Application Form.	Subject to negotiation and as specified on an Approved Application Form.	



	diverse locations to communicate with each other as if they were directly attached to each other over a Local Area Network.		
<b>IPQMR:</b>	The GoldNet IP 'quality of service' Managed Routed service offers a fully meshed layer-3 IP network that delivers connectivity at speeds of up to 100Mb. The IPQMR service allows businesses with many sites to create and manage their own IP meshed network delivering any-to-any network topology at costs much lower than the traditional ATM or Frame relay networks.	Subject to negotiation and as specified on an Approved Application Form.	Subject to negotiation and as specified on an Approved Application Form.
<b>BGNET:</b>	The Business Grade InterNET (BGNET) offering is an affordable, faster, more reliable alternative to dial-up modem, ISDN or ADSL Internet access for business and corporate customers. BGNET bypasses contention ratios found in the ADSL Network allowing customers to utilise the full potential of the Internet.	Subject to negotiation and as specified on an Approved Application Form.	Subject to negotiation and as specified on an Approved Application Form.

## WHAT ARE OUR CHARGES?

The Services are charged at rates subject to negotiation. GoldNet also charge fee-for-service Charges, for each person engaged by GoldNet to do miscellaneous work for You (in addition to work carried out in connection with our obligations under the Agreement).

The fee-for-service Charges apply where there is no Charge set out elsewhere in the Agreement. We charge you an attendance Charge, a labour Charge for each 15-minute block, and a materials charge for any materials used.

We may choose not to charge you the attendance Charge where we are already attending one of our facilities for another reason.

You may require service work to be performed outside coverage hours, or additional technical assistance in commissioning of circuits. We provide a flexible means of assisting you in meeting your support requirements.

The fee-for-service Charges are for services which may include:

- additional cabling work requested by you to be performed by our commissioning staff;
- any work requested by you that requires our onsite technical staff to attend when there is no fault associated with the Service. If it is shown on reasonable grounds through an on-site fault inspection that no fault exists with the Service, you will be charged in full for the call out;



- If you ask us to change our Equipment or cabling or your equipment in any way, including for the purpose of installation of additional cabling for the connection of your Services.

Our current fee-for-Service Charges are as follows:

\$150ex per hour between 8am and 5pm on a Business Day.

\$180ex per hour (after hours).

## **BILLING**

- The Customer shall pay the Charges according to the price negotiated. Where a Service plan specifies a maximum monthly transmission limit (specified in gigabytes), the Customer must still pay the applicable monthly charge if the maximum monthly transmission limit is not reached and where the maximum monthly transmission limit is exceeded, any applicable excess usage charges. Any unused bandwidth in any month expires at the end of that month.
- The Charges for any rental of CPE must be paid each month, in advance.
- The Charges for Service usage must be paid each month, in arrears.
- GoldNet issues invoices on a monthly basis. All Charges must be paid within 30 days of invoice, without setoff, counterclaim or deduction, via direct credit to a bank account nominated by GoldNet.
- If the Customer disputes the whole or any portion of the amount claimed in an invoice submitted by GoldNet, the Customer shall pay the entire amount stated in the invoice and shall notify GoldNet in writing (within 7 days of receipt of the invoice) of the reasons for disputing the invoice. GoldNet will, within 30 days of receiving such notification, notify the Customer of its decision regarding the dispute, which shall be final.
- The Customer shall pay GoldNet interest at the rate of 10% per annum on any Charges invoiced and not paid by the Customer within the time required by this Agreement, on top of the amount invoiced by GoldNet.
- The Charges are exclusive of Goods and Services Tax and all other taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the Services. Without limiting the foregoing, the Customer shall be liable for GST and for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the CPE and/or the Services.
- GoldNet shall notify the Customer of the Charges due each month in the form of a tax invoice sent via email. An invoice issued by GoldNet shall be deemed to be correct and prima facie evidence of all connection, access, usage and other fees and Charges specified therein.

## **MINIMUM TERM, TERMINATION AND RELATED PROVISIONS OF THE AGREEMENT**

- The minimum term of the Agreement is 12 months (or any longer minimum period specified on an Approved Application Form).
- For early termination by the Customer, the Customer will be required to pay out the remainder of the Agreement.
- The Agreement rolls over on a month-to-month basis after expiry of the minimum term.
- GoldNet can terminate the Agreement if a Customer fails to pay the applicable monthly fees and for other breaches of the Agreement by the Customer. For example, GoldNet may terminate the Agreement if the Customer is in breach of the GoldNet Acceptable Use Policy. There are a range of circumstances entitling GoldNet to terminate the Agreement.
- After the expiry of the minimum term, the Agreement may be terminated by either party on providing 30 days' notice.



## VARIATIONS TO THE AGREEMENT

- GoldNet may vary the Agreement at any time.
- In relation to variations that would cause detriment to Customers, the minimum period of notice to be given to Customers before the variations take effect is 60 days;
- In relation to variations that would not cause detriment to Customers, the minimum period of notice to be given to customers before the variations take effect is 30 days;
- Customers will be informed of the variations via email;
- An up-to-date copy of the Agreement may be obtained from GoldNet's offices or online at <http://www.gold.net.au/legal>
- If the Customer does not approve the variations, the Customer has the right to terminate the Agreement within 60 days of the date of the notice of variation without incurring charges, other than usage or network access charges to the date the Agreement ends and outstanding amounts for installation or for equipment compatible with GoldNet's services.

## PRIVACY AND SECURITY

- You acknowledge and agree that any personal information you provide to GoldNet or submit over GoldNet's network is subject to the GoldNet Privacy Policy and you consent to GoldNet's use of Your personal information in accordance with that Privacy Policy.
- The Customer is responsible for maintaining the secrecy and confidentiality of all identification and log-in information required by the Customer to access any Service.
- The Customer agrees not to disclose to any other person, corporation, entity or organisation any identification or log-in information, whether in use or not, nor any other confidential
- The Customer is liable for all fees and Charges resulting from use of the Service accessed through the Customer's identification or log-in information, whether authorised by the Customer or not. Disclosure or loss of identification or log-in information that results in the incurring of fees or Charges or misuse of Service is the Customer's responsibility and any such occurrences should be immediately communicated to GoldNet.
- GoldNet is not responsible for the security of data passed over its networks or the Customer's computer systems. The Customer must implement all necessary security processes it deems necessary to secure or encrypt its data and computer systems and the Customer understands that it uses the Internet and any Service at its own risk of viruses, trojans and similar.