

ADSL SERVICE SUPPLEMENT

*This Agreement extends the Terms and Conditions of our **Master Contract Agreement**, as detailed at <http://www.esc.net.au/terms>. Should there be any discrepancy between this Agreement and the Master Agreement, this Agreement shall be the prevailing Agreement.*

1 General

- 1.1 It is the Client's responsibility to ensure future telephony requirements do not conflict or cancel their ADSL service.
- 1.2 The ADSL service is provisioned on a specified telephone line cannot be transferred.
- 1.3 Billing will commence on the earlier of notification that the service is active, or when the end user commences usage.
- 1.4 Postage is not included in ADSL set up costs, delivery cost of hardware is the responsibility of the Client.
- 1.5 Monthly service fees are payable even whilst internet access is disabled for non payment.
- 1.6 It is a requirement that all telephony devices, including but not limited to alarms, Foxtel digital, fax machines and telephones, are filtered.
- 1.7 All filtering, is the responsibility and expense of the Client.
- 1.8 The client agrees to indemnify EscapeNet against any claim or suit for the referral of a licensed cabler to perform any work on behalf of the Client, including the installation of a central filter, or computer works.
- 1.9 When selecting a specific "Contract Length" from the "Set-up Options" list, you are contractually obligated to purchase and pay for the EscapeNet ADSL service for the length of contract/commitment specified.

2 ADSL Orders

- 2.1 EscapeNet will use its best efforts to provide ADSL for each applicant.
- 2.2 Please allow a minimum of 5 working days for your ADSL service to be provisioned. On occasion the provisioning process can take over 5 days as network infrastructure is upgraded.
- 2.3 Due to technology restrictions not all telephone services are able to have ADSL installed. In such instances the adsl service and commitment to pay for the ongoing adsl service, are no longer valid.
- 2.4 Signing and submitting an ADSL application, either written or online, is deemed that the service will become active and all charges and fees pertaining to the selected ADSL service will fall due.
- 2.5 Upon provision on the ADSL service other telephony products may become incompatible and unavailable to your telephony service.
- 2.6 ADSL service orders remain active until the order is
 - 2.6.1 Deemed as un-provisionable by EscapeNet.
 - 2.6.2 Cancelled as per Clause 7.
- 2.7 ADSL is an 'always on' service and once provisioned can not be suspended for any time period, despite non usage.

3 ADSL Plans

- 3.1 **Starter Plan** offers 500Mb full speed transfer, after 500Mb users will notice a decrease in speed to 56kbps. No excess data charges apply.
- 3.2 **Lite Plan** offers 5Gb full speed traffic, after 5Gb speed will reduce to 56Kbps. No excess data charges apply.
- 3.3 **Basic Plan** offers 16Gb full speed traffic, after 16Gb speed will reduce to 56Kbps. No excess data charges apply.
- 3.4 **Pro Plan** features soft shaping with minimum speed guides of 0 - 30GB full speed, 30 - 50GB half speed, 50GB+ 72Kbps. It is important to note that users may exceed 50GB without any shaping being applied. Traffic through local peering points (SAIX, VIX and PIPE) is not shaped at any time. No excess data charges apply.

4 Free Contract Modem

- 4.1 The Free Modem supplied as part of our contract is an Austel Approved USB ADSL Modem with a minimum 12 month warranty.
- 4.2 The exact brand, model and features of the free contract modem may change from time to time as deemed appropriate by EscapeNet.
- 4.3 The minimum requirement for an operating system is Microsoft Windows XP Home. It is end users responsibility to ensure their computer is compatible with the supplied modem.

5 Plan Changes

- 5.1 All plan changes, including upgrades and downgrades, within the same speed are free, on all eligible plans, if performed one week prior to your rollover date, and scheduled to occur on the rollover date.
- 5.2 Upgrade plan changes, within the same speed, which are requested to occur before, or within 1 week of, the rollover date will be subject to a \$20 upgrade plan fee, plus the difference in plan fee for the full month. Such requests are only accepted via the methods specified in Clause 5.4
- 5.3 Downgrades are not accepted mid month.
- 5.4 Alterations to the Client's plan are able to be made by;
 - 5.4.1 Email request to support@staff.esc.net.au;
 - 5.4.2 Online at MY ACCOUNTS.
- 5.5 Plan alterations are only deemed received on receipt of a Ticket Case Number
- 5.6 Any plan changes which involve a change of the ADSL speed, are charged at \$50 per change, and are subject to all of the conditions in Clause 5.

6 ADSL Relocation

- 6.1 Customers are eligible to relocate their adsl service if they move, or have their service cancelled. The cost for the relocation is \$184, for customers within contract or \$99 for customers out of contract.
- 6.2 Customers out of contract may opt for a normal, new service contract option if they choose.
- 6.3 Should the relocation fail, for any reason, including but not limited to, the service is not able to be provisioned due to technology deficiencies, a cancellation fee will apply if the Client was within contract.
- 6.4 The longer of 6 months or the remaining length of the contract will be the new contract term.

7 ADSL Cancellation

- 7.1 Cancellation of a pending adsl service order may not always be possible as the service may become active prior to the processing of the cancellation. Any charges associated with the service order or cancellation request are the responsibility of the Client.
- 7.2 Cancellation of your adsl service can only be via any of our formal Notification methods. Cancellation shall is deemed to be accepted on receipt of written acceptance from EscapeNet. Such acceptance shall not be unreasonable delayed or withheld.
- 7.3 Cancellation of your ADSL service will be deemed a cancellation of contract.
- 7.4 No refund or prorating is available with the Cancellation of any ADSL service.
- 7.5 Your EscapeNet ADSL service will be automatically cancelled when including but not limited to you;
 - 7.5.1 Cancel your telephone account ;
 - 7.5.2 Move address;
 - 7.5.3 Relocate (even when taking your existing number);
 - 7.5.4 Order an ADSL incompatible product on the line ADSL is provisioned to;
 - 7.5.5 Neglect to pay your telephone bill, and your service is cancelled; or
 - 7.5.6 Change phone carriers.
- 7.6 Cancellations request are required to be received by
 - 7.6.1 Email to support@staff.esc.net.au; or
 - 7.6.2 Written notification to our office.
- 7.7 The following charges will be applicable for cancellation of your EscapeNet ADSL service;
 - 7.7.1 There is no cost to cancel your ADSL service whilst out of contract.
 - 7.7.2 Contract cancellation is charged at the normal plan fee pro-rated for the remaining length of the contract, up to a maximum of \$350.
 - 7.7.3 Payment of all your monies outstanding for services already provided.

8 ADSL Churn/Transfer Process

- 8.1 EscapeNet will supply your DSL service from the date the transfer takes effect (we will notify you when that happens);
- 8.2 You agree to pay EscapeNet for all charges associated with the service from the date this transfer takes effect;
- 8.3 Acknowledge that you will still be responsible to your current DSL supplier for any charges incurred and/or billed up to the date the transfer takes effect;
- 8.4 You authorise EscapeNet to act on your behalf to transfer your DSL service;
- 8.5 Applicants using the ADSL Churn process are subject to a disconnection charge of \$90 if the service is cancelled within the first 6 months;
- 8.6 your DSL service will remain active with your current DSL supplier until the transfer takes place;
- 8.7 you will need to contact your current DSL supplier about any faults with your DSL service until this transfer takes place; and
- 8.8 typically a DSL changeover requires a 30 minute outage during a [5] hour window, however as a contingency you should be prepared to experience an outage in your DSL service of up to [5] hours whilst the transfer takes place.
- 8.9 Prior to applying for an ADSL Transfer you warrant that you are the account holder of the adsl service(s) in question, and have the permission of the telephone account holder to acquire this service on their telephone line.

9 ADSL Faults

- 9.1 Any Faults experienced with the ADSL service must be reported to EscapeNet. Any client who contacts a third party support desk, such as the telephone provider, may incur a \$50 charge per support incident referred to these support desks.
- 9.2 If Telstra fail to locate a fault at the Clients site a fee will be charged to cover the time charges rated at \$88/hour. This fee is payable to EscapeNet.