

PennyTel ADSL Service Description

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PENNYTEL ADSL SERVICE DESCRIPTION

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1 WHAT IS THIS DOCUMENT

- a) This document sets out the Service Description for supply of the PennyTel ADSL Service by PennyTel Australia Pty Ltd (ABN 12 166 566 632) ('we', 'our', 'us') to our residential customers ('you').
- b) The Agreement between you and PennyTel Australia Pty Ltd (ABN 12 166 566 632) is made up of the following parts:
 - a. The General Terms;
 - b. this PennyTel ADSL Service Description;
 - c. the Critical Information Summary; and
 - d. the terms of the Plan or Offer you order.

The Agreement is created when we accept an order from you for the PennyTel ADSL Service,

- c) You need to read this document, the General Terms, the Critical Information Summary, and your order to understand the Agreement and your rights and obligations relating to the PennyTel ADSL Service. Words that start with a capital have defined meanings, set out in clause 12. You need to read the definitions in that clause to understand the meanings of those words

2 THE PENNYTEL ADSL SERVICE

2.1 What is the PennyTel ADSL Service?

- (a) The PennyTel ADSL Service is a Broadband Internet Access Service that provides access to the Internet and related services, such as email and the World Wide Web, by means of Asymmetric Digital Subscriber Line (ADSL) technology.
- (b) The Service is a residential grade service and is intended to be used by residential customers for personal, domestic or household purposes. It is not intended to be used for business purposes.

2.2 Customer Eligibility

- (c) You can only order the Service if you are a residential customer and you:
 - i) are over 18 years of age;
 - ii) acquire and will use the Service for personal, domestic or household purposes; and
 - iii) will not use the Service for business purposes.

2.3 Technical, Operational and Equipment Requirements

- (d) To receive and use the Service you must, at your cost:
 - i) you must meet all of our System Requirements; and
 - ii) install, or arrange for the installation of, all the Required Equipment at your cost.
- (e) The Service is only available in locations that are ADSL enabled. Your ADSL Phone Line is subject to a Full Service Qualification as not all telephone lines are compatible with ADSL services.
- (f) The Service can only be supplied using a telephone line that is able to be connected to Telstra's Copper Network.

(g) You acknowledge that:

- i) you may not be able to receive the Service at your location;
- ii) we do not provide technical support for Services using the ADSL Modem under the following conditions:
 - (A) running internal networks connected to the Service;
 - (B) running network services or providing network services to others via the Service;
 - (C) running connectivity software other than that provided with the ADSL Modem; or
 - (D) Macintosh operating systems below v10.0.
- iii) the ADSL Modem may only support a single computer connected to that modem or router;
- iv) we do not guarantee that the Modem Software or other Software will be compatible with any network of machines you may have after the ADSL Modem;
- v) we do not guarantee Internet access through wireless access, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- vi) some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and any other analogue devices;
- vii) we do not guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from exchange, traffic and load have an effect on the connection speed.
- viii) we do not guarantee the availability of ports or access to the DSLAM Network;
- ix) we will use due care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, fault-free or accessible at all times.
- x) You are responsible for the provision of the connection to the internet required to make the service, for arranging the quality of that service and for any charges for internet use including any charge for data usage that may arise as a consequence of the service.

2.4 Service Restrictions

(a) If you have an existing phone line, you must be the Legal Lessee (account holder) of the ADSL Phone Line or, if you are not the Legal Lessee of the ADSL Phone Line used to connect to the Service, you have obtained the Legal Lessee's permission to connect the Service;

(b) Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and we are not responsible for any Internet content that may be viewed while using the Service.

2.5 Customer Service Guarantee (CSG)

(h) The Customer Service Guarantee Standard sets out minimum performance standards that service providers must meet or exceed for appointments and the connection and repair of standard telephone services (and certain

enhanced call-handling features). If a performance standard is not met, the customer may be eligible for compensation from their service provider.

- (i) Depending on the circumstance, this PennyTel ADSL Service may be considered a standard telephone service (as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999). It is a condition of the Service that you consent to waive your rights and protections under the Customer Service Guarantee Standard. We will ask you to do this at the time of your order. If you consent to waive your rights and protections verbally, and not in writing, you can withdraw your consent within 5 working days after giving the consent.
- (j) If you do not consent to waive your rights and protections under the Customer Service Guarantee Standard, we will not supply the Service to you, and we can terminate the Agreement under clause 9.2 of the General Terms.
- (k) The CSG does not apply to Your Equipment or to customers that have more than five telephone services.

3 INSTALLING THE PENNYTEL ADSL SERVICE

3.1 Self-Installation

- (a) We will activate the Service by preparing the telephone circuits on your ADSL Phone Line and may notify you that your ADSL Line has been provisioned via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- (b) We will deliver the hardware and or other equipment within a reasonable time after ADSL line has been provisioned.
- (c) You acknowledge that we may activate the Service on your ADSL Phone Line before delivering the hardware or equipment and that there may be a minor disruption to your standard telephone service during installation and activation of the Service.
- (d) You will install the Service at the Premises. You will be responsible for the cost of any third party services that may be required in connection with the installation of the Service to the Premises (e.g. electrician or licensed cabler).
- (e) If you notify us that your Hardware and/or equipment contain faulty components, you must give us sufficient information to assess the kit components (including allowing us to test your PC to evaluate its performance at our discretion). If we find that the relevant component is not faulty, we may charge you a service fee. We will tell you the amount of the service fee before we test the hardware and equipment.
- (f) If you notify us that your Hardware and/or equipment is faulty, within warranty and needs to be returned, you will be shipped a replacement modem and a return freight bag for the faulty modem. If the faulty modem is not returned, with all cables and components within 21 days, you will be charged the full price for the purchase of the new unit that we shipped to you and shipping costs regarding the prepaid satchel that was sent to you. This clause only applies where we determine that the fault or defect is a manufacturing fault, and is not a consequence of misuse or abuse of the equipment.

4 CONNECTING AND SUPPLYING THE PENNYTEL ADSL SERVICE

- (a) **Start Date.** The Start Date for the Residential ADSL2+ Service is the date on which you first use the Service, or 5 working days after we notify you that the Service is ready to use, whichever occurs first.
- (b) We will notify you when the service is ready to use via the email address provided by you on your order.
- (c) We are responsible for delivering the Service to the Network Boundary Point at the service address nominated in your order.
- (d) You are responsible for:

- (i) installing, maintaining and repairing any cabling or wiring work required at your premises beyond the Network Boundary Point; and
 - (ii) installing the equipment required to use the Service.
- (e) You must make good to us for any loss, damage or claim we suffer or incur in connection with us installing the Service on the telephone line and at the service address nominated in your order in respect of which you are not the legal holder or do not have the required authority.
- (f) You must give us, our contractors or network suppliers, safe access to your premises as we reasonably require to provision and supply the Service and you must have a representative available onsite during our visits. If you fail to give us access and have a representative available at the times we reasonably notified you beforehand by email or sms, you may incur additional charges. If you reschedule the dates for our onsite visits, the next available date will be at least 6 working days after the first. You acknowledge that we may require more than one site visit to provision the Service.
- (g) If you have an alarm monitoring service installed on your telephone line, you must notify the supplier of the monitoring service that installation of the Service and/or central filtering equipment may cause a minor disruption in the phone service or monitoring service. Similarly, installation and operation of a monitoring service may cause temporary disruption to the Service. If you have, or are acquiring a monitoring service, you may, at your own cost, need to install additional equipment to be able to receive the Service. All additional equipment should be installed before we commence to provision the Service.
- (h) By ordering the Service from us, you agree to give up all previous contractual rights with your current service provider, you acknowledge that certain functions and facilities provided by your current service provider may not be available from us and you will contact your current service provider in relation to providing services and fault assistance until the transfer to us is effected.
- (i) You are responsible for cancelling any phone or broadband service you have with another service provider if required and for payment to them of any charges related to that service and cancellation.
- (j) You acknowledge that the Service relies on networks and services supplied by our suppliers and other third parties which are outside our control.
- (k) If you are transferring a service to us, you acknowledge that during transfer of the Service to us, there may be a brief period when the broadband service is interrupted. We are not liable to you for any interruption or delay in the transfer process.
- (l) We are not liable to you for any delay in supplying the Service or any failure to connect the Service to you except to the extent expressly set out in clause 4 of the General Terms.
- (m) **Fair Use Policy.** You must comply with our fair use policy for this Service.
- (n) **Acceptable Use Policy.** You must comply with our acceptable use policy.
- (o) **Data Usage Allowance & Shaping.** Your plan sets out the maximum data usage that you can use during a billing month. At the start of each billing month, the data allowance is set to zero and all traffic is counted towards the monthly usage allowances. These are split between the peak and off peak periods, or anytime depending on the service ordered. Unused data allowances for a billing period are not rolled over for use in subsequent billing periods. When the data allowance has been used up for the billing period, the Service will be either shaped for both upstream and downstream traffic and will remain shaped until the beginning of the next billing period, or you will be charged for excess usage.
- (p) You acknowledge that we are not obliged to monitor your use of the Service, ensure you do not exceed any monthly download or upload limits or excessively use the Service; or suspend or configure the Service.

- (q) **Internet and other content.** You are solely responsible for your access, use, receipt and transmission of internet content and other material using the Service and for any related loss, damage, claim or other consequences. We are not responsible for any internet content or other material and we do not control or authorise your access, use, receipt or transmission of internet content or other material using the Service. We are not responsible for any loss, damage or claim you suffer or incur in connection with your access, use, receipt or transmission of any internet content or other material.
- (r) **Compliance with third party terms.** You must comply with any terms and conditions and pay any charges imposed by a third party whose content or services you access via the Service. You must ensure that any software you use in connection with the Service is properly licensed and that you comply with those licence terms.

5 SOFTWARE

- (a) We may choose to provide the Modem Software and other Software to you for use with the Service.

5.1 Licence to use

- (a) We grant to you a revocable, non-exclusive, non-transferable licence to use the Modem Software and other Software subject to this clause 5 and any end user agreement provided with the software at the time of installation.

5.2 Restrictions on Use

- (a) Where we provide Software to you, you must:
 - i) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, we will give you the number of licenses that corresponds to the number of Additional Users requested;
 - ii) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software, except as permitted under the Copyright Act 1968;
 - iii) only use the Software in accordance with our reasonable directions from time to time;
 - iv) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - v) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - vi) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.
- (b) Upon termination of the Service, any Software licences granted as part of the Service will immediately terminate and you must return to us or destroy any copies of the Software immediately if we direct you to.

6 EQUIPMENT

6.1 Required Equipment

- (a) We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new'. Risk in the Required Equipment passes to you on delivery, and title to the Required Equipment passes to you when we receive payment in full.
- (b) If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
 - (i) any such equipment, including ADSL modem and filters, must meet the requirements specified in the "broadband help" section of our "FAQ" web page located on our Website.
 - (ii) the operation of such equipment and any repairs to it will be your responsibility.

6.2 Equipment Warranty

- (a) If the Equipment we supply you has the benefit of a warranty, details will be stated in the warranty information on our website.
- (b) If for any reason we provide you replacement Equipment in advance of receiving the original equipment from you, we will bill you our standard retail price for the equipment. The bill will be cancelled when we receive the original equipment from you. If for any reason we do not receive the original equipment, or we have no obligation to repair or replace the equipment under warranty or other legal obligation, then you must pay us the charges billed.

7 TELEPHONY DEVICES

7.1 Telephony Devices

- (a) Where a telephony device (such as a standard telephone, fax machine, answering machine, or dialup analogue modem) is attached to your ADSL Phone Line, you acknowledge that, in order to receive the Service:
 - (i) a filter is required on each telephony device; and
 - (ii) a central splitter must be installed on your ADSL Phone Line if:
 - (A) a monitored security system (back-to-base) dials out on your ADSL Phone Line;
 - (B) more than three telephony devices are connected to your ADSL Phone Line;
 - (C) a wall mounted telephone is connected to your ADSL Phone Line; or
 - (D) a mode 3 phone socket is connected to your ADSL Phone Line.
- (b) You must install any required central splitter hardware at your own cost and you will be responsible for the cost of any third party services that you may require in connection with such installation.
- (c) We will supply, at no additional cost, one filter with any ADSL Modem and any router which you purchase from us. You are responsible for the cost of any additional filters which may be required.
- (d) You acknowledge that failure to install, or to correctly install, the filter or central splitter can result in the Service being interrupted and/or the Service interfering with the operation of monitored security systems or telephony devices.

8 CHARGES AND BILLING

8.1 Charges

- (a) You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- (b) The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

8.2 Commencement of Charges

- (a) Service charges will accrue from:
 - (i) the date of ADSL Line Provisioning, where we provide you with the Hardware and/or equipment; or
 - (ii) the date of ADSL Line Provisioning, where we have made a first delivery attempt to provide you with the Hardware and/or equipment; or
 - (iii) the date of ADSL Line Provisioning, where you supply some or all of the Required Equipment yourself.

8.3 Account Balance

- (a) When you acquire a Service you will be required to make a Payment into your account. We will maintain an Account Balance for you as a Member. Your Account Balance can be viewed at any time through the PennyTel Portal. Account Balances are maintained in units of cents.

8.4 Billing

- (a) We may bill you:
 - (i) for recurring or fixed charges, in advance (for example, line rental charges);
 - (ii) for variable charges, in arrears (for example, call charges - call charges can take up to 6 months to appear on your invoice);
 - (iii) for any equipment you purchase from us;
 - (iv) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description. and
 - (v) using another invoice in the same month for billing alignment purposes where applicable;
- (b) We will bill you in accordance with the billing period described in the Service Description or the Pricing Schedule. We can also issue an interim bill in the following circumstances:
 - (i) You request a new service to be connected;
 - (ii) You relocate an existing service;
 - (iii) You request to be invoiced for any 'unbilled' charges.
- (c) Bills will be calculated by reference to data recorded, logged or received by our Suppliers and us. You acknowledge that in calculating charges we need only look at that data as recorded, logged or received by our Suppliers or us.
- (d) We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods except where such charges have been billed more than 190 days from the date the charge was incurred by you.
- (e) We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will

refund the overpayment promptly after your request and after deduction of any other amounts due by you to us or a Related PennyTel Entity.

- (f) We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule and selected by you in your Application, and any other terms set out in the Pricing Schedule.
- (g) Your bill will be electronically mailed to the email address provided by you to us from time to time. Your bill will also be available by logging into the PennyTel Portal on the PennyTel Website. Printed paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time

8.5 Bill Frequency and Billing Date

- (a) We issue bills to you on a monthly basis with charges calculated to the 1st of each month. You will be advised by e-mail at the address specified by you that your invoice is available in the Portal.

8.6 Bill Contents

- (a) The bill we issue will itemise the call charges deducted from your Account Balance in the Billing Period. It will include details of any Once-off Charges incurred in the Billing Period.
- (b) It will include the Service Access & Resource Fee and any pro-rated Service Access & Resource Fee. The net value of your Service Access & Resource Fee and any adjustments will be deducted from your Account Balance when the bill is issued. If these amounts are greater than the Account Balance they will be deducted and the Account Balance will be negative.

8.7 Billing Period

- (a) The Billing Period for the Service Access & Resource Fees and Call Credits starts and ends on the 1st and last day of each month respectively. If your service sign up date is not the 1st of the month, then the account will be charged on a pro-rated basis.
- (b) The pro-rated amount is calculated by dividing the Service Access & Resource Fee by the number of days in the current month, and multiplying the result by the number of remaining days in the current month. This also applies to free Minutes, Calls and Data Allowance.
- (c) The full amount for the plan's Service Access & Resource Fee will be automatically charged by our system, but the difference between the Service Access & Resource Fee and the pro-rated amount will be refunded to you, based on your original payment method. For example, if you paid using your credit card, the amount will be refunded to your credit card.

9 PAYMENT

9.1 Payment

- (a) You must pay the charges for the Service:
 - (i) if you also elect to receive our Phone Service, by direct debit payment from your credit card or nominated bank account; or
 - (ii) if you have additional ADSL services that require payment by automatic debit on the same account as a service that allows flexible payment options, by direct debit payment from your credit card or nominated bank account.
 - (iii) if you have a product that accepts flexible payment methods by credit card, automatic direct debit, direct debit BPAY, invoice, cheque or purchase order.

- (b) If payment by automatic debit is required, then you must pay the Service charges by direct debit payment from your credit card or nominated bank account. If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:
 - (i) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 8.4;
 - (ii) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
 - (iii) take steps to verify that there is sufficient credit on your credit card account to meet likely fees; and
 - (iv) charge any Break Fee payable under clauses 10.3 to your credit card immediately on notice of cancellation of the Service.
- (c) If your direct debit from your bank account payment or from your credit card is declined for any reason we may we may impose a Decline Fee (as set out in the Pricing Schedule).
- (d) Subject to clause 9.3 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule even if:
 - (i) your computer is not working;
 - (ii) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
 - (iii) the Service is unavailable, or has limited availability, for an insignificant period due to a Network or system outage.
- (e) Payments to us can be made by Credit Card, BPAY, Direct Credit or by EFT. Some services may have restrictions on the payment methods that can be used.

9.2 Auto Recharge

- (a) You may select to establish an Auto Recharge facility with us.
- (b) Auto Recharge is established through the PennyTel Portal and will charge a Credit Card.
- (c) In establishing the Auto Recharge facility you will specify the Threshold Account Balance i.e. Total Balance (which must be no less than \$10 or other amount specified for the Service) at which the Auto Recharge will occur, you will specify the Payment Amount for each recharge (which must be no less than \$20 or other amount specified for the Service) and you will specify a Maximum Amount of Recharges that can occur in a Billing Period. The Maximum Amount must be a whole number multiple of the Payment Amount.
- (d) You may change these amounts through the PennyTel Portal at any time.
- (e) A Maximum Amount of Recharges is not applicable for paid ADSL plans.
- (f) Any outstanding balance owing to PennyTel will automatically trigger Auto Recharge. The recharge amount will be either the outstanding balance or specified recharge amount, whichever is higher.
- (g) Each time that the Auto Recharge is triggered you will be sent an e-mail confirming that the Payment has been made.

9.3 Disputes

- (a) If you wish to dispute a charge in a bill you must do so in accordance with this clause (9.3).

Bills valid unless disputed

- (b) Except to the extent you raise a valid billing dispute in respect of a bill issued by us, you agree that the bill is valid and payable (and you must pay any undisputed amount included in the bill in accordance with clause 9.1).

Raising a valid billing dispute

- (c) To raise a valid billing dispute, you must, within 190 days of the date of the bill, make a good faith request to us to investigate the specific charges or bill in dispute and provide details which show that a particular charge or bill is incorrect (for example missing details, wrong account details and wrong addresses, wrong service number, incorrect Service charges).
- (d) Any requests for investigation which are made 190 days or more after the date of the bill may be subject to a Administration Fee (set out in the Pricing Schedule), which is payable by you if, after we inform you of it in writing, you wish to continue to pursue the investigation. The administrative fee will be reimbursed if the billing dispute is subsequently resolved in your favour.

Investigation

- (e) If you raise a valid billing dispute, then we will, within a reasonable time of your request, conduct investigations that are reasonably necessary and appropriate in the circumstances of the dispute. At the end of these investigations, if we reasonably determine that:
 - (i) there is an error in the bill, we will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the billing error, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us or a Related PennyTel Entity; or
 - (ii) the bill is correct, you must pay any outstanding amount.

10 UPGRADES, DOWNGRADES, RELOCATIONS AND CANCELLATIONS

10.1 Upgrades and Downgrades

- (a) You can change the plan for the Service to another plan at any time by notifying us in writing at least 14 days beforehand.
- (b) The change of plan will take effect on the next billing date.
- (c) If you downgrade a plan you will incur a Break Fee as set out in the Critical Information Summary.
- (d) You can only upgrade or downgrade the Service to another PennyTel ADSL Service. If we agree to the change, you may incur a Break Fee and other charges.

10.2 Relocating the Service

- (a) The Service may not be available from all locations. Accordingly, if you plan to move premises and relocate the Service to your new address, you must make a new Application and give us at least 30 days' notice of your new address before you move.
- (b) If the Service is available at your new address:
 - (i) we may accept your Application and provide the Service at your new address; and
 - (ii) we will charge you a relocation fee as specified in the Pricing Schedule.
- (c) If the Service is not available at your new address and you move before the end of the Contract Term and we are unable to provide an alternative service at your new address:
 - (i) the Service will be automatically cancelled 30 days after you notify us in accordance with clause 10.3; and
 - (ii) the Contract Break Fees referred to in clause 10.3 will apply

10.3 Cancelling the Service

Cancellation or suspension by us

- (a) We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms.
- (b) Our rights to suspend or cancel the Service under this clause 10.3, or any other clause of this Service Description, are in addition to our rights to suspend or cancel the Service under the General Terms.

Cancellation or suspension by you

- (c) You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee or Cancellation Fee in accordance with clause 10.3. We may, at our discretion, ask you to confirm this in writing prior to disconnecting.
- (d) If you cancel the Service after ADSL Line Completion but before the end of the Contract Term, the Fees set out the Pricing Schedule to this Service Description apply. Subject to clause 8.3 of the General Terms (Billing Disputes), you authorise us to debit these payments to your credit card or bank account within a reasonable time after receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a Related PennyTel Entity to you.
- (e) If you are on an ADSL plan that includes monthly PSTN line rental and you decide to cancel or port out your ADSL service only, we will continue to charge you monthly for your PSTN line rental at the rate specified in the Pricing Schedule. If you do not wish to be charged for this service, you may choose to cancel or port out your PSTN line.
- (f) ADSL services cannot be suspended as there is an on-going cost incurred by maintaining the connection with the supplier that we will incur.
- (g) You will be liable for all charges and costs applicable to your service until you notify us (and we confirm to you) that you wish to cancel the service. A break fee, as specified in the Pricing Schedule, may apply.

11 CUSTOMER SUPPORT

- (a) You must promptly contact us about any service difficulty and provide sufficient details and access to assist us to investigate it.
- (b) To request customer support, contact our Customer Service Centre on 1300 738 882 or on +61 2 8282 6203 if you are overseas, between the standard hours of 9am to 7pm AEST Monday to Friday or online at <https://www.pennytel.com.au/contact-us/support-request>.
- (c) We will provide support for equipment and software purchased from us. We will not provide customer support for the connection of additional computers, networking devices or local area networks to the service, nor any other features unrelated to the provision of this service.
- (d) Customer support may only provide limited assistance for Equipment and software supplied by you. However, we will provide full customer support for billing, passwords, inquiries, and the PennyTel Portal.

12 DEFINITIONS

Account Balance means the sum recorded by us as the net value of payments made by you less deductions made for provision of services under this agreement.

Additional User means a person (other than you) whom you nominate and authorise to use the Service.

Asymmetric Digital Subscriber Line or ADSL means the technology that allows the transmission of digital information at high bandwidths on twisted metallic pairs.

ADSL Line Completion means the date we notify you that your ADSL Phone Line is upgraded to utilise the Service, as determined by us.

ADSL Modem means an approved ADSL Modem.

ADSL Phone Line means your nominated telephone line used to deliver the Service.

ADSL Pricing Plan means a pricing plan for the ADSL Service identified in the Pricing Schedule.

Agreement means the terms and conditions on which we supply the Service to you and is made up of these General Terms, the Service Description, the Critical Information Summary and your order.

Analogue Telephone Adapter (ATA) means a device use to connect an analogue telephone adapter to the service.

Auto Recharge means the facility to automatically recharge your account if the balance falls below a threshold. The recharge amount (which must be no less than \$20) will be drawn from your registered credit card

Billing Date means the date specified in clause 8.5

Billing Period means the calendar month starting on the 1st of each month as specified in clause 8.7

Break Fee means the fee payable by you in respect of a Service with a Fixed Contract Period if you change a plan or if the Service is cancelled and unless stated otherwise in the Critical Information Summary, is calculated by multiplying the minimum monthly charge by the number of months remaining in the Fixed Contract Period as at the date of Service cancellation (months remaining x minimum monthly charge).

Broadband means a high-capacity communications pipeline capable of delivering a simultaneous range of services at speeds greater than conventional Dialup.

BYO Equipment means equipment which you use in connection with the Service and which we have not supplied to you.

Charges means those monies payable by you to us under the Agreement as varied in accordance with the Agreement. Charges include those set out in your order, the Critical Information Summary, the Standard Fee Table, the Special Offer (if any), and any amounts payable for rental of Our Equipment and for provision of any additional services by us.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

Customer means a person who enters into this agreement for a Service (including the supply of that Service to another person) or otherwise acquires a Service from us.

Customer Equipment means equipment, cabling, software, infrastructure and services of your own, or provided to you by a third party, or located on your side of the Network Boundary, including all equipment you purchase from us but excluding Our Equipment and Our Network.

Critical Information Summary means our document headed 'Critical Information Summary' which sets out charges and information related to the plan ordered for the Service.

Customer Service Guarantee Standard means the Telecommunications (Customer Service Guarantee) Standard 2011.

Downtime means periods of unavailability or limited availability of Internet Access.

Early Termination Fee means a fee charged for the disconnection of service, for services that are under a contract term.

Equipment means any equipment that you use that is necessary for the use of a Service

Fixed Contract Period in respect of an agreement, means an agreement in which there is a fixed period for supply of the Service, but does not include a month to month agreement.

Full Service Qualification means the qualifications which your ADSL Phone Line must pass to support ADSL.

General Terms means our terms and conditions for residential and small to medium business customers. .

Megabyte means a unit of data storage capacity equal to 10 to the power of 6.

Monthly Service Fees means the monthly fee due to us from you for the Service.

Network has the same meaning as under the Telecommunications Act 1997 and includes fixed line and mobile networks.

Network Boundary means the point where responsibility for the Service transfers from us to you as set out below unless stated otherwise in the Service Description:

- (i) for a broadband or other data service to a single dwelling residence, the Network Boundary is the network termination device (NTD) on the exterior wall of the premises or if there is no NTD the first telephone socket in the premises;
- (ii) for a broadband or other data service to a business premises or a multi-storey building, the Network Boundary is the main distribution frame (MDF); and
- (iii) for a voice service, the Network Boundary is the external carrier interconnect port on our core router at the edge of Our Network.

No Fixed Contract Period in respect of an agreement, means a month to month agreement or agreement in which there is no committed period for supply of the Service.

Offer means a special service offering that we may make available from time to time to eligible customers.

Once-Off Charge means a charge that is made once in response to a specific non-call event such as initial connection or equipment replacement fees.

Our Equipment means equipment which we loan or rent to you together with any cabling or other ancillary items provided with it. For clarity, it does not include equipment you purchase from us by instalment payments or otherwise.

Our Network means the telecommunications network owned or controlled by us or our group company. For clarity, it excludes any network of a supplier to us.

Plan means the specific plan that you signed up to for the use of the Service.

Portal means that part of our Website that is only accessed once you have provided your log-in details and through which you can transact with us.

Premises means any land, building, structure, vehicle or vessel, whether owned, leased or occupied by you, containing Equipment or a Service, to which a Service is supplied.

Promotion means a set of activities including advertising and one or more Offers designed to inform you of available Services.

Required Equipment means:

- (a) an ADSL modem;
- (b) an Ethernet port/card to connect your computer to the ADSL Modem;
- (c) a telephone wall socket to connect the ADSL Modem to your ADSL Phone Line;
- (d) an approved filter for each telephony device; and
- (e) any additional equipment that may be required for your particular computer and telephone requirements.

Service Access & Resource Fee means the recurring monthly charge associated with a Plan or Service.

Service Description means our document headed 'Service Description' which describes the Service and its features.

Service or **Services** means any PennyTel telecommunications (or related) service signed up for by a Customer and includes any goods or Equipment provided in connection with the Service.

Software means the Modem Software and any other software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

Software ordered by you in your Application needed to connect to the Service High Speed means data transmission speeds which are faster than conventional Dialup, as determined by us from time to time.

Special Offer means a special offer or promotion we may make in relation to the Service from time to time.

Standard Fee Table means our standard fee table available on our website.

Start Date has the meaning set out in clause 4.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

Telecommunications Act means the Telecommunications Act 1997.

Telecommunications Numbering Plan means the Telecommunications Numbering Plan 1997.

Traffic means all data that is Downloaded or Uploaded. Traffic may take the form of emails, web requests and web data, File Transfer Protocol (FTP) and other services. If you are connected to the internet then you are using Traffic. The Service option and/or ADSL Pricing Plan you select will determine how your Traffic with us is calculated and billed.

Upload or **Upstream** means data that is outbound (i.e. outgoing from your Internet connection)

Usage means the amount of time generated or data Downloaded by your Internet access.

We, our, us means PennyTel Australia Pty Ltd (ABN 12 166 566 632)

you, your means the customer whose name appears on the order.

13 ADSL PRICING SCHEDULE

For this Service, you must pay the fees and charges for the plan specified in your Order and other applicable fees and charges at the times set out in the table below:

Type of charge	Description
Return Shipment	Any shipping charges are incurred at the customer's own expense.
Call out Charge	Based on the location and time spent, we will provide a quote when you request a call out. You must accept this quote before we will send out an engineer.
Service Charges	<p>ADSL2+ Only - \$29 per month, excluding PSTN line rental and hardware charges.</p> <p>ADSL2+ & Line Rental - \$57 per month, including PSTN line rental, excluding hardware charges.</p> <p>ADSL2+, Line Rental & Calls - \$69 per month, including PSTN line rental and calls to the specified destinations as listed on our website, excluding hardware charges.</p> <p>Note: Please also refer to our VoIP Specific Terms and Online Shopping Terms of Use</p>
Off-Network Surcharge	\$19
Credit/Debit Card Charges	<p>Visa and Master card - 2.5% surcharge,</p> <p>American Express - 4% surcharge,</p> <p>\$0.50 Bank Processing fee</p>
PSTN Line Rental	\$28 per month (if not already included in plan)
PSTN Temporary Connection Fee (applicable to all new lines)	\$300
Reconnection Fee	\$165
Direct Debit Declined Fee	\$30
Administration Fee (Billing Disputes lasting 160+ days)	\$20 per request
Service Modifications	\$30 per request
Special Amendment Requests	\$20 per request
Contract Break Fee	Payout the remaining sums due under the contract or \$165, whichever is greater
Order Cancellation Fee (pre-completion)	\$165
Credit Card Declined Fee	\$20
Relocation Fee	\$165. There may be additional costs depending on service network availability.
Contract Fee	<p>24 month contract plans - \$0</p> <p>No contract - \$100</p>

Equipment Pricing + Warranty Period	Modem/Gateway price depends on the product selection (comes with Manufacturer's Warranty – please refer to the warranty sticker on the box and the warranty card inside the box for details).
Equipment Damage Cost	\$165
Termination Fee	Early termination of Contract - Payout contract or \$165, whichever is greater. No Contract - \$65

13.1 Definitions and Interpretation

In this ADSL Pricing Schedule:

Unlimited ADSL2+ means the unrestricted use of ADSL2+ internet in terms of quantity or amount.

Unlimited Standard National Voice Calls means the unrestricted amount of voice calls you can make to fixed/landline phone numbers within Australia (as defined in the AAPT Standard Form of Agreement).

Unlimited Standard Voice Calls means the unrestricted amount of voice calls you can make to fixed/landline phone numbers (as defined in the AAPT Standard Form of Agreement) or mobile numbers.

14 PSTN PRICING SCHEDULE

PSTN Rates	GST excl.	GST incl.
Call Waiting	\$0	\$0
Call Forward - Call Deflection - Private Network Partial Rerouting Features	\$0	\$0
Forwarded Calls	Standard PSTN call rates. Click here to view.	
Equity/Conference - Per month for PSTN and PSTN Enhanced (per service)	\$3.00	\$3.30
Call Transfer - Per month PSTN and PSTN Enhanced (per service)	\$6.82	\$7.50
Call Number Display - Per month for PSTN (per service)	\$6.00	\$6.60
Call Line Identification Restriction	\$0	\$0
Call Barring	\$0	\$0
Call Control - Per month for PSTN and PSTN Enhanced (per service)	\$3.00	\$3.30
Malicious Caller Identification/Malicious Call Trace - Per month for PSTN and PSTN Enhanced (per service)	\$5.00	\$5.50
PSTN Redirection (charged in addition to the standard monthly access charge for the PSTN service)	Standard PSTN call rates. Click here to view.	
Emergency Redirection (charged in addition to the standard monthly access charge for the PSTN service) - For each activation - For each deactivation	\$200.00 \$0	\$220.00 \$0
Number Only Redirection (activation charge) - For each PSTN service with Number Only	\$200.00	\$220.00
Operator Connect Diversion - Per month for PSTN with Direct Indial (per service)	\$10.00	\$11.00
Advice of Charge - Per month for PSTN and PSTN Enhanced (per service)	\$5.00	\$5.50
Extension Level Billing - Per month for PSTN with Direct Indial (per Indial group)	\$12.00	\$13.20
Line Hunt - Per month for PSTN and PSTN Enhanced (per service)	\$3.00	\$3.30
Fax (per service activation)	\$6.00	\$6.60

* Additional charges may apply for items such as cabling past the first socket, trenching or more difficult installations. Additional line fee only applies if installed at the same time at the same premises and for the same customer as the first line.

15 GENERAL RATES PRICING SCHEDULE

Connection Type	Connection Charges		Criteria for Charging
	GST excl.	GST incl.	
Telephone line connection First and Additional Connections - Standard Connection - Temporary Connection	\$53.64 \$144.55	\$59.00 \$159.00	A working telephone socket exists from a previous connection and one of our technicians is not required to visit your property or premises.
Telephone line connection First and Additional Connections - Standard Connection - Temporary Connection	\$53.64 \$144.55	\$59.00 \$159.00	A telephone socket exists from a previous connection to a competitor's network and one of our technicians is not required to visit your property or premises, but we need to undertake manual cabling activities within one of our exchanges.
Telephone line connection with a technician visit			A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to reconnect existing suitable cabling in the following places:

Telephone line connection			(a) New telephone line connection
			<p>A telephone service has not previously been connected at your property or premises (although we may have previously installed cabling to your property or premises and you may be able to hear a soft dial tone); or</p> <p>(b) Telephone line connection with a technician visit with cabling work.</p>
First Connection			<p>A previous telephone service existed at your property or premises and one of our technicians is required to visit your property or premises to install and/or work on the cabling.</p>

Capped Network Extension Charge (cable) (applied where service supplied in fulfilment of Universal Service Obligation)	GST excl.	GST incl.
For each 500 metres of cable (or part thereof) beyond the first 500 metres	\$26.00	\$28.60
Capped Network Extension Charge	\$1,400.00	\$1,540.00
Capped Network Extension Charge (radio) (applied where service supplied in fulfilment of Universal Service Obligation)	GST excl.	GST incl.

Capped Network Extension Charge	\$1,400.00	\$1,540.00
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Reconnection Charge	GST excl.	GST incl.
Reconnection fee following final disconnection for non-payment (for all customers)	\$53.64	\$59.00

Charge for each Fast Fix request	GST excl.	GST incl.
	\$53.64	\$59.00

Detailed charging information charges	GST excl.	GST incl.
Itemised STD calls statement	Nil	Nil
Manual long distance docket	\$1.80	\$1.98
Online statements	Nil	Nil
Statement of calls showing meter registrations over a specified period	\$1.80	\$1.98
Statement showing daily meter registrations (per day in statement – we charge you for a minimum of 16 days)	\$0.10	\$0.11
Statement from our microfiche records (where available)	\$10.00	\$11.00

Change of telephone number	GST excl.	GST incl.
First number	\$34.00	\$37.40
Each additional number	\$17.00	\$18.70

Telephone number search charge	GST excl.	GST incl.
Each search	\$70.00	\$77.00

Initial rental telephone charge	GST excl.	GST incl.
Supply of each item of rental equipment	\$18.18	\$20.00

Delivery charges	GST excl.	GST incl.
For up to two items of rental equipment couriered at the same time	\$8.00	\$8.80

Each additional item of rental equipment couriered at the same time	\$4.50	\$4.95
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Installation charges	GST excl.	GST incl.
Installation of rental equipment at your premises	\$20.00	\$22.00

Monthly telephone rental charges	GST excl.	GST incl.
Each standard rental telephone	\$2.72	\$3.00
Each calling number display telephone	\$5.45	\$6.00
Each cordless rental telephone	\$5.45	\$6.00
Each cordless extension rental telephone	\$2.72	\$3.00

Upgrade charge	GST excl.	GST incl.
For each item of rental equipment upgraded	\$18.18	\$20.00

Loss charge	GST excl.	GST incl.
For each unreturned item or rental equipment (other than the Calling Number Display telephone)	\$18.18	\$20.00
For each unreturned Calling Number Display telephone (includes cordless rental telephone and cordless extension telephone)	\$60.00	\$66.00

Local Number Portability administrative charge	GST excl.	GST incl.
Per number (simple port)	\$7.27	\$8.00
Analogue Indial Numbers		
- first batch (up to 100 numbers)	\$763.64	\$840.00
- each additional 100 numbers (or part thereof)	\$351.82	\$387.00
FaxStream, MSN (Multiple Service Number)		
- first batch (up to 2 numbers)	\$50.80	\$55.88
- each additional number	\$3.88	\$4.27
Centel Plus, Linehunt		
- first batch (up to 5 numbers)	\$55.98	\$61.58

- each additional number	\$4.60	\$5.06
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Installation type	GST excl. installation fee (per socket)	GST incl. Installation fee (per socket)
Standard installation	\$90.00	\$99.00
Non-standard installation	\$162.73	\$179.00

16 INTERNET FAIR USE POLICY

16.1 Applicability

- (a) This Policy (The PennyTel Internet Fair Use Policy) applies to any Internet or Data Services you receive from, or request from, PennyTel and our related companies, partners or subsidiaries, including (but not limited to): ADSL Services; Mobile Broadband Services; Data Services; and National Broadband Network Services.

'You' includes the Account Holder, and any person who uses a PennyTel service that is held in the name of the Account Holder. This policy applies to any Internet or Data Services which we (PennyTel) provide to you as a customer.

- (b) PennyTel provides customers signing up to some products with features including, but not limited to; free calls; free calling credits; free messaging allowances; and unmetered internet access within Australia. Details of these products and their applicability can be found on our website at <http://www.pennytel.com.au>, or by logging into the PennyTel Portal and clicking on 'my account'.
- (c) The PennyTel Fair Use Policy may be changed or amended from time to time. A copy of this policy can be found at <https://www.pennytel.com.au/terms-of-use>.

16.2 Introduction

- (a) To ensure the availability of our services, we have a "Fair Use Policy" to make sure everyone gets fair access, and prevent individual users from misuse of the services, or abuse of the services to the detriment of other users.

16.3 Unreasonable Use

- (a) Our plans are designed for domestic use.\
- (b) It is Unreasonable Use for domestic plans to be used by businesses. Commercial use includes, but is not limited to, the following activities:
- (i) running a telemarketing business or call centre;
 - (ii) re-supplying or reselling the service or any part thereof;
- (c) We consider the use of a service to be unreasonable if you make or receive calls on our Network other than for your own personal use. We may give or withhold our consent, or make our consent subject to conditions, at our discretion.
- (d) We consider your use of PennyTel products and services to be Unreasonable Use if;
- (i) your use of said products or services is considered fraudulent by PennyTel, PennyTel's subsidiaries or partners;
 - (ii) your use adversely affects the PennyTel network or the networks of our partners or subsidiaries;
 - (iii) or if we reasonably believe other customers' use of, or access to, a PennyTel Service or Network may be affected as a consequence of your usage.
- (e) "Fraudulent Use" includes, but is not limited to, resupplying a PennyTel Service without PennyTel's express written consent so that a third party may access or use PennyTel Services or Features or take advantage of PennyTel's free calls or free services.

In addition, where we consider your use of your PennyTel service to be Unreasonable Use or that your use does not comply with the terms and conditions of the Service, we may suspend your access to that service or to any other service, promotion or offer, or we may cancel your account at our discretion.

16.4 Prohibited Use

You must not use the Services or permit any other Person to use the Services to:

- (a) Engage in abusive, illegal or inappropriate behaviour toward our staff or to any other person;
- (b) Use the Service to make inappropriate contact with children, minors or any other person;
- (c) Store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be defamatory, offensive or obscene to a reasonable person;
- (d) Store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- (e) Do anything, including store, send, duplicate or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (f) Send, relay or otherwise distribute any electronic message, the contents or properties of which have been created, forged or altered for the purpose of impersonating, hiding or otherwise obscuring the original sender or source of that message;
- (g) Access, monitor, use or control any other person's equipment, systems, networks or data (including usernames and passwords) without their knowledge or consent or to otherwise probe, scan or test the vulnerability of any such equipment, networks, systems or data;
- (h) Store, send or distribute any viruses or other harmful programs, codes or other malicious software;
- (i) Access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, ours or a third party's security measures, computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- (j) Make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", and "chain letters";
- (k) Engage in any activity which adversely affects the ability of other people or systems to use our Internet services or the Internet. This includes "denial of service" attacks against another network host or individual user;
- (l) Publish content which is prohibited or unlawful under any Commonwealth, State or Territory law or classification system.
- (m) Expose us or any of our Suppliers to the risk of any legal or administrative action including prosecution under any law, or do anything that could bring us or any of our Suppliers into disrepute;

16.5 Breaches of the Fair Use Policy

- (a) Your failure to comply with the PennyTel Internet Fair Use Policy (including by any person who accesses and uses your Service) may lead to the immediate restriction, suspension or cancellation of your Service. If your breach of the PennyTel Internet Fair Use Policy results in an economic loss to PennyTel, its partners or subsidiaries, we reserve the right to hold you liable for any such losses.

16.6 Spam

- (a) In this section, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for the purposes of the Spam Act 2003.
 - (i) You must not use the Service to:
 - (A) send, allow to be sent, or assist in the sending of Spam;
 - (B) use or distribute any software designed to harvest email addresses; or
 - (C) otherwise breach the Spam Act 2003 and accompanying regulations,
 - (ii) We may suspend the Service under our General Terms and Conditions if you do any of those acts, or if we reasonably suspect that you, or a person using your Service, is engaging in any of those acts.

- (iii) We may also suspend the Service if we have a reasonable belief that the Service is being used to host any device or service that allows email to be sent between third parties not under your authority and control.

- (b) Subject to our obligations under Part 13 of the Telecommunications Act 1997, prior to suspending the Service we will first make reasonable attempts to contact you and give you an opportunity to remedy the issue within a reasonable timeframe, depending on the severity of the breach or suspected breach at our discretion.

- (c) You must use reasonable endeavours to install the necessary security protocols to guard against Spam or a breach of the Spam Act 2003 (by you or third parties), including where appropriate:
 - (i) the installation and maintenance of antivirus software;
 - (ii) the installation and maintenance of firewall software; and
 - (iii) the application of operating system and application software patches and updates.

- (d) Our right to suspend your account applies regardless of whether the breach or suspected breach was committed intentionally, unintentionally, by yourself or a third party, or by means not authorised by you, such as through a Trojan horse or a virus.

- (e) We may (but we are not obligated to) scan any IP address ranges allocated to you in connection with the Service in order to monitor compliance with this Fair Use Policy.