

DSL Service Terms

1. DSL Service

1.1 Launch Internet will specify the date the DSL service will be enabled on the Customers phone line. Launch Internet will try to keep to the specified date, but Launch Internet cannot be liable for any loss suffered by the Customer if Launch Internet fails to do so.

1.2 The Customer must provide a suitable place and conditions for the service if applicable. The Customer must provide electricity and connection points for the facilities and equipment at the Customer's own expense.

1.3 The DSL service will be enabled to the location specified by the Customer. The PSTN line must terminate in a standard wall socket. It is the Customers responsibility to ensure the terminating wall socket of the PSTN line the DSL service is to be enabled on, has sufficient power lead near enough to service the Customers hardware, including the DSL modem.

1.4 Launch Internet cannot guarantee enabling of this service due to distance/other factors.

1.5 If the Customer requests a change in the location at which the service is provided (for example, the Customer has moved to a new address), Launch Internet cannot guarantee that it will be able to provide the service at the new address. The Customer will have to pay any charges associated with the request for change in service location.

1.6 If the Customer wishes Launch Internet to provide the service at a location other than the Customer's premises, the Customer will have to sign a separate agreement with Launch Internet for the additional service provided at the location.

1.7 The Customer will be liable for the cost of any third party services that may be required in connection with the commencement of the DSL service on the Customer's PSTN line. Customer is responsible for notifying Launch Internet if any additional services are required before the DSL service can be successfully enabled.

1.8 Customer acknowledges that certain products are incompatible with DSL. In the event that services on your PSTN line make it incompatible with the DSL service, Launch Internet will contact you. Launch Internet will be unable to supply the service until the incompatible products are cancelled or an alternate PSTN number for the same location can be supplied without the incompatible products.

1.9 If the PSTN line the Customer nominated for the DSL service is currently being used, there will be an outage while the DSL service is enabled. Launch Internet is not liable for any degradation of your regular telephone service if the Customer should continue to use the PSTN service for phone/fax/modem.

1.10 It is the Customers responsibility to ensure that each handset sharing the designated PSTN has an inline line isolation filter ordered.

2. Installation of Service

- If the customer has specified in that they wish Launch Internet to install the DSL Equipment (if any) and Software, customer must provide Launch Internet or its agent with safe access to your Premises and reasonable assistance so that we may:

2.1a) install the DSL Equipment (if any) at your Premises;

2.1b) install the Software on your Computer; make any necessary minor physical modifications to your Premises and your Computer in order to install the DSL Equipment (if any) and Software; and

2.1c) provide you with any support that you may request and we may provide in our absolute discretion.

If:

- you do not own your Premises; or
- you do not own your Computer; or
- you are not the lessee of the telephone service to which the Broadband Service will be provided, you warrant to us that you have notified the relevant owner and/or lessee and obtained the owner's and/or lessee's permission for us to enter your Premises and use your Computer and use the telephone service to which the DSL Service will be provided for the purposes specified in clause 10.1(1) and for the purpose of providing the DSL Service.
- You must indemnify us against any claim made against us by another person in connection with the matters specified in clause 10.1(2).

2.2 We will contact you to agree a time to carry out the Professional Installation. It is your responsibility to ensure the date of the appointment is before your initial Billing Date. You acknowledge that if you miss the appointment, we will charge your account and you must pay the Professional Installation Missed Appointment Fee.

2.3 Whilst we will take reasonable care not to cause any damage, you acknowledge that our installation or support (if any) may cause damage to your Premises or your Computer hardware, software or data. You should ensure that you back up all existing data on your Computer before any installation, removal, inspection, maintenance or upgrade. We will not accept any liability for loss or damage of any kind in connection with our installation or support (if any), even if the loss or damage is caused by our negligence or breach of this Agreement.

2.4 You must indemnify us against any liability we may incur to any person with an interest in your premises in connection with the installation, maintenance or removal of the DSL Service.

2.5 Launch Internet reserves the right to commence contractual billing at the time of enabling DSL on the nominated PSTN line.

3. Hardware

3.1 If Launch Internet provides a DSL modem to the Customer then the Customer accepts the risk of the delivery of the DSL modem to the Customer.

Customer's Equipment

3.2 The Customer acknowledges that in order to access the Service, the Customer must possess the following:

- a) An appropriate DSL Modem; and
- b) A **Network Device** (the hardware device at which the Internet connection is terminated, for example a router, hub or computer) with an appropriate port and the power required to run it.

The Customer is solely responsible for the Network Device, the DSL Modem and their operation.

3.3 The Customer further acknowledges that Launch Internet's responsibility for support extends only to the PSTN socket at the Customer site through which the Service is supplied. In addition, the Customer will not be entitled to receive customer support relating to any issue other than the quality of the signal delivered through the PSTN socket.

3.4 The Customer is wholly responsible for all in-building cabling; the provision of appropriate cables; and the provision or allocation of an appropriate PSTN wall socket for each Service.

3.5 Launch Internet provides support only on products recommended by Launch Internet. Launch Internet approved products are subject to change.

4. Your Network

4.1 Network integration and configuration is the responsibility of the Customer. Launch Internet is not responsible for configuring the Customer's network or workstations.

Relocation of your Premises:

4.2 If you notify us that you wish to move from your Premises to new premises during the Term and continue using the DSL Service, and Launch Internet determines in its absolute discretion that the DSL Service may be provided on the same terms and conditions at your New Premises:

- you must pay the Relocation Fee; and

B) we must provide the DSL Service at your New Premises on the same terms and conditions for the remainder of the Term.

5. Security

5.1 Launch Internet is not responsible for the security of the Customer's network, and strongly recommends that some form of network protection or 'firewall' be installed.

5.2 The Customer will pay to Launch Internet any administration charges spent by Launch Internet in connection with defined abuse or denial of service attacks by the Customer, if applicable.

5.3 Launch Internet reserves the right to terminate the service without notice if, in Launch Internet's sole opinion, there is unauthorised or fraudulent use of another Customer's service, which originates from the Customer's address.

6. Service

6.1 Launch Internet will endeavour to provide the service to the Customer in accordance with the service levels set out in the Launch Internet Service Level Agreement, where the DSL service applies to a Service Level Agreement.

6 .2 The Customer must not share the service with any person without the prior written approval of Launch Internet.

6 .3 The Customer must not use the DSL service as a back channel for satellite. This constitutes abuse of the service and a breach of these terms. Launch Internet reserves the right to suspend or terminate the Service to any Customer for that breach.

7. Customer Promises and Warranties

7 .1 Customer will, at its own cost:

7 .1.1 be responsible for the set-up or configuration of Customer's equipment and obtaining all licenses, consents, approvals and rights for access to and use of the service;

7 .1.2 be responsible for all information retrieved, stored and transmitted through the service and for managing the use of storage capacity so that it does not exceed the capacity allocated to Customer and/or cause congestion in Launch Internet's network system;

7 .1.3 comply with any laws in connection with the service.

7.2 The Customer warrants that it or its employees will be the users of the Service.

7.3 The Customer must not use or permit anyone else to use the Service without Launch Internet's permission.

7.4 The Customer warrants that the information supplied by them in relation to the service is true and correct.

7.5 The Customer shall be responsible for backup and storage of the Customer's software including, without limitation, data.

8. Support

8.1 If the Customer experiences a problem with the Launch Internet service or the facilities, the Customer should report it to Launch Internet's Technical Support Team by telephoning 1800 720 106

8.2 Launch Internet will use reasonable efforts to rectify the problem as soon as possible.

8.3 If the Customer reports a fault and Launch Internet finds there is no fault or the fault was not caused by Launch Internet, Launch Internet may charge the Customer for any work Launch Internet has done to try to find the fault or repair it.

8.4 Launch Internet is not responsible for software not distributed, approved or recognised by Launch Internet including software downloaded from the Internet. If Customer uses such software in connection with the service, Launch Internet will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.

8.5 Launch Internet may access the Customer's content and other parts of the service as necessary to identify or resolve technical problems or to respond to service complaints.

8.6 Launch Internet may, but is not obligated to, provide the Customer with on site technical support. This is a charged service with separate terms and conditions.

9 Termination & Fees

9.1 The Customer must pay the fees and charges specified on the Quotation as varied from time to time in accordance with this agreement (Service Fee) for the supply of the Service.

9.2 The Service Application Form or Quotation may specify a minimum period for use of the Service or a trial period if indicated.

9.3 If a minimum or trial period applies to this agreement:

9.3.1 Launch Internet may elect not to deliver to the Customer the Service or any equipment required for the Service until the expiration of that period; and

9.3.2 the Customer may cancel this agreement and its request for Service at any time prior to the expiry of the trial Period by giving notice to Launch Internet in accordance with the relevant legislation.

9.4 If Customer terminates this agreement after the end of the trial Period, if applicable, and before the expiry of that minimum period, it must immediately pay to Launch Internet the following cancellation fee:

9.4.1 the balance of the Service Fees for the remaining part of that minimum period or unless stated otherwise on the referred web site and or Service Application Form; and

9.4.2 all unpaid amounts for any Launch Internet Supplied Equipment.

9.5 After the expiry of the Initial Term, either party may terminate at will with 30 days notice in writing.

9.6 Launch Internet may suspend or terminate the Service at any time without notice if, in Launch Internet's reasonable opinion, the Service is being used inconsistently to the applicable Acceptable Use Policy or these T&Cs.

9.7 If the agreement is terminated for convenience in accordance with Clause 8.5, the Customer must pay to Launch Internet all unpaid Service Fees for the applicable service period and unpaid amounts for Launch Internet supplied equipment.

9.8 Upon termination of this agreement by either party for any reason, Launch Internet will cancel the DSL service. This agreement shall thereafter be at an end but without prejudice to any accrued rights of either the Customer or Launch Internet pursuant to this agreement.

10. Changing this agreement

10.1 If you ask us to change the place at which the Launch Internet DSL Service is provided (for example, you have moved to a new address), we cannot guarantee that we will be able to provide the Launch Internet DSL Service at the new address. You will have to pay any charges for installing the Launch Internet DSL Service at the new address and you agree that Launch Internet will not be liable for any delays you may experience as a result of relocating to a new address.

10.2 If you want us to provide the Launch Internet DSL Service at another place in addition to your premises, you will have to sign a separate agreement with us for the service provided at that place.

10.3 Subject to clause 10.4, we can change this Agreement, the Acceptable Use Policy, Customer Service Level Guarantee or the fees and charges applicable to the service at any time without notice.

10.4 If we change this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service in a manner which we reasonably consider would cause detriment to you, that we

will notify you of the change at least 30 days in advance. Our assessment of whether a change would cause detriment to you will include consideration of your usage patterns over the 3 months immediately preceding the change. If we reasonably consider that a change causes detriment to you and notify you of the change but you do not accept the change, you may terminate this Agreement but you must notify us of such termination within 14 days of our notice. If you notify us that you wish to terminate this Agreement, the termination will take effect from the date of change to this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service comes into effect, as specified in our notice. Notwithstanding that you may send us notice of termination under this clause, if you continue to use of the Service beyond the date of the change, you will be charged for such use. Your continued use of the Launch Internet DSL Service beyond the date of the change will be deemed acceptance of it.

10.5 It will be sufficient, for the purposes of clause 10.4, that we notify you only of the fact that this Agreement, the Acceptable Use Policy or the fees and charges applicable to the service has been changed and that we post a revised copy of this Agreement, the Acceptable Use Policy or the fees and charges on the relating Launch Internet website.

11 Term

11 .1 The initial term for supply of DSL service shall be for a period as specified by the Customer on the Service Application Form, Quotation or any online application process from any Launch Internet business unit.

11 .2 Some Customers have chosen a service plan with no 'Minimum Subscription Period' For those Customers, this agreement continues on a monthly basis until terminated by either party with 30-days prior written notice.

11 .3 Other Customers have chosen a service plan with a 'Minimum Subscription Period'. For those Customers, after expiration of the Minimum Subscription Period which shall be six (6) months, the agreement shall be renewed automatically on monthly terms, unless terminated earlier as provided in Clause 8. After the expiration of the Minimum Subscription Period, the Customer can terminate the service with 30-days prior written notice.