

BlueSky Telecom Pty Ltd Internet Service Specific Terms and Conditions

In addition to the BlueSky Telecom General Terms and Conditions, the following BlueSky Telecom Internet Service (“Service”) Specific Terms and Conditions also apply.

1. GENERAL

- 1.1. The Service is available within the coverage area of BlueSky Telecom’s network and where there is sufficient spare infrastructure capacity. The Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if technically and commercially viable.
- 1.2. BlueSky Telecom reserves the right to refuse to connect any cabling at the Premises to the Service unless:
 - (a) A registered cabling service provider installed the cabling at the Premises;
 - (b) The Customer’s premise cabling meets minimum technical requirements as determined by the Australian Communications and Media Authority; and
 - (c) The Customer has obtained all necessary consents from the owner of the Premises.
- 1.3. Any equipment connected to the Service must comply with all applicable Australian Communications and Media Authority and other standards.
- 1.4. The Service is presented at the Service Delivery Point (“SDP”). Service interfaces currently supported are:

Interface	Interface Bandwidth	Specification	Max Distance of Customer Equipment from SDP
10BaseT	10 Mbps	IEEE 802.3 (UTP RJ45)	100m
100BaseT	100 Mbps	IEEE 802.3 (UTP RJ45)	100m
1000BaseSX	1000 Mbps	IEEE 802.3 (SMOF SC Connector)	depends on optics

- 1.5. The interface bandwidth must be equal to or greater than the bandwidth of the Service or Services provided via the interface.
- 1.6. The Customer agrees to terminate the Service with a Layer three (3) device (switch, router or firewall). The device must be available at the time of commissioning the Service.
- 1.7. The Customer is responsible for taking all reasonable steps to ensure that any Faults reported to BlueSky Telecom are within the Service before reporting the Fault.
- 1.8. BlueSky Telecom will use all reasonable endeavours to support the Service in accordance with the Service Level of clause 10.
- 1.9. BlueSky Telecom may vary the Service if reasonably required for technical, operational and commercial reasons.

2. INTERNET SERVICES

- 2.1. The target packet loss for this Service will be determined by the Service Type specified in the Application Form. The target packet loss is less than 0.1%, 0.3% and 0.5% for Enterprise, Corporate and Business plans.
- 2.2. Where the Service Type selected is Corporate or Business, the Customer acknowledges that the Service is not designed for high volumes of consistent profile (incoming or outgoing) or dedicated bandwidth.
- 2.3. Where a Customer’s traffic profile on the Corporate or Business service frequently exceeds average utilisation specifications, the Customer’s Service may be reduced in speed to the effective minimum throughput speed. This reduction in speed may remain in place until such time as the cause of excessive utilisation has been remedied or an alternative plan purchased.



3. METERED INTERNET SERVICES

- 3.1. Where the Service is a Metered Internet Service, the Customer acknowledges that they are not purchasing dedicated bandwidth and as such there is no throughput guarantee on internet traffic.

4. ADDITIONAL FEATURES

- 4.1. BlueSky Telecom may, at BlueSky Telecom's absolute discretion and without obligation to do so, provide the following features:
- (a) domain name server ("DNS") and registration functions; or
 - (b) Internet Protocol ("IP") addresses.

5. DISCLAIMERS AND LIABILITY

- 5.1. The Customer acknowledges and agrees that:
- (a) The Customer is responsible for providing for any security or privacy that the Customer requires for the Customer's computer networks and any data stored on those networks or accessed through the Service;
 - (b) BlueSky Telecom may access and store certain content accessible through use of the internet (known as caching) for fast and easy access by customers. That content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the Service may not be the most up to date version;
 - (c) BlueSky Telecom does not exercise any control over the content accessible through the internet;
 - (d) to the extent permitted by law, BlueSky Telecom does not give any warranties, express or implied, in respect of the Service or have any other liability to the Customer or the Customer's End Users in respect of the Service;
 - (e) BlueSky Telecom is not responsible for any damage that the Customer may suffer arising from using:
 - (i) the Service (including loss of data, delays, non-deliveries, or misdeliveries);
 - (ii) any content accessed through the Service (including inaccurate, incomplete or out of date information); or
 - (iii) inaccurate, incomplete or out of date information.

6. USE AND INDEMNITY

- 6.1. The Customer will not use or allow others to use the Service:
- (a) to distribute material that is defamatory, abusive, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
 - (b) to install transmit or distribute any unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
 - (c) to copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);
 - (d) to commit a crime or in the course of committing a crime or for an unlawful purpose;
 - (e) to engage in any activities in such a manner as to expose BlueSky Telecom or an Other Supplier to liability;
 - (f) to do any act that may damage the network or systems or cause the quality of the Service to be impaired;
 - (g) to attack or breach the security of or deny service to computers not belonging to the Customer or engaging in any activity that is reasonably likely to result in damage to persons other than the Customer or computers other than those belonging to the Customer;
 - (h) for the distribution of viruses or other similar programs whether in or outside the Service or whether to any computer or equipment whatsoever;
 - (i) to breach the copyright in any software or other material made available to the Customer through the provisions of the Service whether with or without appropriate permission; or
 - (j) in a manner that does not comply with any instructions given by BlueSky Telecom under clause **Error! Reference source not found.** of the General Terms and Conditions
- 6.2. The Customer will indemnify BlueSky Telecom against all costs, losses, damages, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by BlueSky Telecom as a result of use of the Service in breach of clause 6.1.



7. DOMAIN NAME REGISTRATION SERVICES

- 7.1. Where BlueSky Telecom agrees to provide Domain name and registration services, the Customer acknowledges and agrees that:
- (a) BlueSky Telecom will register the Customer Domain Name in its capacity as a reseller of Melbourne IT Limited (ACN 073 716 793) or Enetica Pty Ltd (ACN 087 987 988);
 - (b) the Customer has read, understood and agrees to be bound by the Registration Agreement
 - (c) the Customer has read, understood and agrees to comply with the AuDA Policies and Registration Documents;
 - (d) the Customer will provide full, accurate and up to date information in relation to each registered domain name.

8. AVAILABILITY

- 8.1. The Customer acknowledges that, although BlueSky Telecom endeavours to maintain the general accessibility of the Service, the continued target availability of the Service cannot be guaranteed and the Customer acknowledges that the Service may become temporarily unavailable for use due to technical failures, network congestion, periodic maintenance, disrupted telecommunications services or other causes.

9. SOFTWARE AND EQUIPMENT

- 9.1. The Customer acknowledges that any Equipment supplied by BlueSky Telecom is used by the Customer at the Customer's own risk. BlueSky Telecom shall make every effort to provide advice in good faith to the Customer and the Customer acknowledges that should the Customer act on that advice the Customer does so at the Customer's own risk and BlueSky Telecom is not liable for any losses suffered by the Customer relying upon that advice.
- 9.2. The Customer acknowledges that the Customer is solely responsible for the service and maintenance of the Customer Equipment and the Customer acknowledges that the internet contains viruses and other computer programs that may destroy or corrupt data on the Customer Equipment and that BlueSky Telecom cannot protect the Customer against computer viruses or other security problems.

10. RESPONSIBLE USAGE

- 10.1. The Customer must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other users and the BlueSky Telecom network.
- 10.2. Breach of clause 10.1 may be deemed grounds for termination under clause **Error! Reference source not found.** of the General Terms and Conditions.

11. DEFINITIONS

- 11.1. Terms that are capitalised in these Service Specific Terms and Conditions have the same meaning as in the BlueSky Telecom General Terms and Conditions for the Service
- 11.2. In this Service Description, unless the context otherwise requires:
- 11.3. **"AuDA Policies"** means the published policies in the '.au Policies' section of the 'AuDA website at <http://www.auda.org.au/policy> and includes the Domain Name Policy, Australian Domain Policy and Dispute Resolution Policy.
- 11.4. **"Internet Access"** means connection to the global networks known as the "internet" using software protocols supported by the ISP to connect The Customer Equipment to the ISP's network. This includes access to email and the World Wide Web, but not necessarily other services.
- 11.5. **"ISP"** means the internet service provider referred to in the Application for Service.
- 11.6. **"Metered Internet Service"** means a service that is purchased with a defined monthly data allowance (GB). Data usage is calculated as the greater of the inbound or outbound usage.
- 11.7. **"Registration Agreement"** means the terms and conditions for the relevant registration, published at www.melbourneit.com.au/policies/.
- 11.8. **"Registration Documents"** means the Registration Documents published in the '.Registration Documents' section of <http://www.auda.org.au/policy>.
- 11.9. **"Service Delivery Point"** means the location at which BlueSky Telecom will install BlueSky Telecom Equipment necessary to provide the Service Interface as specified in the Application Form.
- 11.10. **"Service Levels"** means the service levels as set out in BlueSky Telecom's standard Service Level Agreement.
- 11.11. **"Service Level Agreement"** means BlueSky Telecom's standard service level agreement issued by BlueSky Telecom from time to time.
- 11.12. **"Service Type"** means the type of service as set out in the Application Form.