

These Terms and Conditions set out the Standard Contract between the Customer/Applicant and YLESS4U for the Supply of Broadband Internet Services specified on the Application Form and applies to You as a user of the Service. The aim of this document is to ensure that You know both Your rights and obligations when using the Service as well as Our rights and obligations.

1.0 Application and Variation of the Contract

- 1.1 This Contract is the terms on which We provide the Service to You and supersedes any previous Contracts set by Us.
- 1.2 If we notify you of a proposed change that we consider detrimental to You, You may terminate the service provided you give Us at least 7 days written notice prior to the new agreement taking action. Under this clause, there will be no termination fee applied to contracts, however all equipment owned by YLESS4U must be returned.

2.0 Services

- 2.1 Service Plans
 - 2.1.1 We will supply you with one of the YLESS4U services as nominated by you.
- 2.2 Speeds
 - 2.2.1 Advertised speeds are stated in kbps and are peak achievable Download and Upload rates.
 - 2.2.2 The expected average download and upload speeds will be not less than 75% of the nominated peak speeds at least 70% of the time.
- 2.3 Traffic Limits
 - 2.3.1 Both down and upload traffic is measured – as well as the combined total. Once Your Limit is reached on any of these measures, Your Account, comprising all Traffic types, is placed on Cruise Control until the end of that calendar month
- 2.4 Continuity of Service
 - 2.4.1 We do not take responsibility for any loss, damage, liability or expense resulting from the lack of continuous provision of Service.
 - 2.4.2 YLESS4U cannot guarantee connection to any particular Internet site, however the service will be available at least 95 per cent of the time, averaged over a quarterly period.
- 2.5 E-mail Capacity
 - 2.5.1 E-mails sent and received through the YLESS4U network can be no larger than 25MB inclusive of Attachments and Encapsulation
 - 2.5.2 Sending an e-mail to multiple recipients has been limited to 35 at a time in order to control 'Spamming' on our network.
- 2.6 Monitoring
 - 2.6.1 Where it is deemed necessary in order to comply with legal obligations, YLESS4U may monitor data access transmitted by you while using the Service.
 - 2.6.2 We may take any steps deemed necessary to comply with legal obligations under the relevant state or federal legislations, industrial code of practice or under directions of regulatory authorities or court order.
- 2.7 Changing of plan levels
 - 2.7.1 Upgrading
 - 2.7.1.1 To Upgrade Your plan, You must provide a written or email request stating Your current plan and the plan You wish to upgrade to with authorisation to deduct the new amount from your nominated account if automatic payments have been arranged. You must also state whether You wish to be upgraded immediately or from Your next Billing Cycle.

- 2.7.1.1.1 To upgrade immediately, payment must be received for the difference between the two plans for the remainder of Your current Billing Cycle prior to the plan being upgraded.
- 2.7.1.1.2 When upgrading from Your next Billing Cycle, You will be invoiced prior to the commencement of Your next Billing Cycle reflecting these changes.
- 2.7.1.2 Upgrading Your plan will not affect the length of Your Contract.
- 2.7.2 Downgrading
 - 2.7.2.1 To Downgrade Your plan, You must have been on Your current plan Level for a minimum of three (3) months.
 - 2.7.2.2 To Downgrade Your plan, You must provide a written request stating Your current plan and the plan You wish to downgrade to with authorisation to deduct the new amount from your nominated account if automatic payments have been arranged. Your new nominated account will take effect from Your next Billing Cycle.
 - 2.7.2.3 You will be invoiced prior to the commencement of Your next Billing Cycle reflecting these changes..

3.0 Billing

- 3.1 All prices quoted on Our promotional material are GST inclusive.
- 3.2 Account Payments
 - 3.2.1 All accounts must be paid through an accepted Credit Card, cheque or Direct Deposit. YLESS4U has the right to decline any other types of payment.
 - 3.2.2 We reserve the right to disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details.
 - 3.2.3 The initial payment is made in advance and must be cleared prior to the Account being activated for use.
 - 3.2.4 All ongoing payments are payable in advance and are calculated on a calendar month basis. Any additional fees and charges that might be incurred will be payable in Arrears. All Automatic Payments will generally be deducted in the first week of the payment period cycle.
 - 3.2.5 We must be notified of any changes that are required to Your Automatic Payment details at least 7 day prior to Your next Billing Cycle.
 - 3.2.6 If you remain suspended for an entire calendar month, You are still required to pay for the provision of the Service in that month. If payment for Services has not been received within 60 days of invoice billing, your account will be closed and outstanding amounts collected.
- 3.3 Additional Charges may apply in the following circumstances:
 - 3.3.1 If incorrect account details have been given, sufficient funds are unavailable or changes to account details are not passed on to Us.
 - 3.3.2 Where Your account is suspended for any reason under this agreement.
 - 3.3.3 If automatic payments have not been selected, it is Your responsibility to pay all monies owing on Your Account by the due date. If payment has not been received, Your account will be suspended until full payment has been received.
 - 3.3.4 Any expenses, cost, or disbursements incurred by Us in recovering any outstanding monies including dishonour fees, debt collection, agency fees or legal fees.
 - 3.3.5 To re-activate a closed account, the current re-connection fee will apply.
 - 3.3.6 Sending out of hard-copy invoices.
 - 3.3.7 Failure of the customer to be sufficiently prepared for a professional install as per clause 6.
- 3.4 It is your responsibility to pay all monies invoiced by the due date, even if the charges are the result of unauthorised access to Your Service.

- 3.5 You may request Your account to be placed on hold for a minimum of 1 calendar month, paying only for access to Your Webmail Service. Your Internet Service from this account will be suspended for the time Your Account is on hold. A minimum of 7 days Written Notice is required prior to the beginning of the hold period being requested.

4.0 Customer Responsibilities

- 4.1 The Account Holder must be 18 years of age or older.
- 4.2 If the Customer allows a person under the age of 18 to use the Service then the Customer is legally responsible for supervising that person's usage particularly to ensure the suitability of content transmitted to and seen by that person.
- 4.3 It is the Customer's responsibility to ensure that their computer meets the minimum specification to connect to the Service, including any Software and Hardware requirements. This includes a working computer, portable or other, using one of the common operating systems, and a functioning Ethernet port, with moderate security software.
- 4.4 The customer must not connect any unauthorised equipment to the Service.
- 4.5 The Customer is asked to regularly check Their Default E-mail Address for any correspondence from Us about Your Service.
- 4.6 Security
- 4.6.1 YLESS4U will allocate a fixed User ID to the Customer.
- 4.6.2 The Customer agrees to keep their password confidential and acknowledges that it is liable for all charges associated with the Service resulting from the use of that password. YLESS4U assumes no liability for unlawful use of the Customer's password even in the event of it being lost or stolen and in those circumstances the Customer agrees to immediately notify YLESS4U of such loss or theft. On application to YLESS4U the Customer may change their password at any time.
- 4.6.3 Unauthorised access of Your Service via an unprotected connection is the sole responsibility of the Customer. It is recommended that you take necessary measures to protect Your equipment and Service from unauthorised access.
- 4.6.4 The customer acknowledges that YLESS4U cannot fully protect Your computer, software and data from viruses and other malicious programs, it is therefore the Customers responsibility to take necessary preventative measures.
- 4.7 The Customer acknowledges that some material in the Internet may be offensive, inappropriate or unsuitable and agrees that YLESS4U has no responsibility whatsoever for such material. Additionally the Customer hereby agrees that in using the Service the Customer must not:
- 4.7.1 use the Service to commit any fraud, or undertake any illegal or unlawful or offensive activity or breach any Australian legislation, codes of conduct or standards established for the Internet Service Industry;
- 4.7.2 transmit, store or place on the Internet any content which is defamatory, offensive or of an obscene and menacing character;
- 4.7.3 place on the Internet or issue invitations to give directions (including hyperlinks) to illegal content or potentially illegal content;
- 4.7.4 disseminate computer viruses or other malicious programs
- 4.7.5 engage in conduct so as to interfere with or disrupt any other Internet users or service providers;
- 4.7.6 engage in sending unsolicited emails, spamming and advertising material;
- 4.7.7 talk about hacking or about breaching any laws, talk of or engage in any conduct that may contravene any YLESS4U Policy (including but not being limited to any Acceptable User Policy that we may have and our Privacy Policy) and any other Policies or Practice to which YLESS4U may subscribe from time to time including Codes of the Internet Industry Association of Australia; and
- 4.7.8 not engage in any unauthorised use of any material protected by patent, copyright, trademark or other intellectual property rights.
- 4.8 The Customer shall indemnify and hold harmless YLESS4U from and against any action, claim or loss that YLESS4U may suffer or may have brought against it as a result of the Customer breaching the Contract, including but not being limited to those listed in Clause 4.7.
- 4.9 Where Your continued use of the Service adversely affects the network, We reserve the right to suspend/control the Service.

07.11

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- 4.10 At the time of installation the CPU will be sited to maximize line of sight (LOS) and signal strength to the base. The customer should ensure that once the CPU is placed, trees and shrubs should be maintained at their present size so that the foliage causes minimal interference to this LOS.
- 4.11 Any persons that use Your Service have read and understand the Contract.

5.0 Our Responsibilities

- 5.1 Network outages may occur from time-to-time that may result in the Customer suffering from Downtime. In the case of scheduled maintenance outages, all Customers who may be affected will be notified through Their Default E-mail Address no later than 2 days prior to the scheduled outage, unless the scheduled outage is for emergency maintenance where You will be notified as soon as is practically possible.
- 5.2 Connection of Service
 - 5.2.1 Given that all required cabling is completed and active, and we have received an application form from which payment has been successfully processed, connection to the Service will be provided within ten working days.
- 5.3 Outages
 - 5.3.1 We will endeavour to restore Services resulting from a System-Wide Outage within 18 hours, a Community-Wide Outage within 36 hours and an Individual Outage within 72 hours of initial report.
 - 5.3.2 Restoration of Services resulting from Outages, where possible will be kept within indicated times, but may vary in the event of exceptional circumstances.
- 5.4 If YLESS4U provides a Customer with a link to another web site or resource, YLESS4U will not be responsible for the content of those web sites or resources and YLESS4U makes no warranties or representations as to the accuracy of any information in or linked to its web site and assumes no liability or responsibility for any errors or omissions in content thereof. Additionally YLESS4U will not be responsible for the content or form of any information or data passed into the Internet in the provisions of the Service including any information which is defamatory, offensive, unlawful or unsuitable for people under 18 years or for any one in particular. Nor will it be liable for any damage to or viruses which may infect, contaminate or act to the detriment of any computer equipment or other equipment owned or utilised by the Customer.
- 5.5 YLESS4U provides the Service in accordance with its Privacy Policy which is available on request.

6.0 Installation

- 6.1 Prior to a YLESS4U Technician arriving at the premises, You must ensure that:
 - 6.1.1 Your computer meets the requirements set out by YLESS4U including any hardware and software needed to use the Service and lightning protection where required.
 - 6.1.2 That prior to installation, you have all original operation system installation media.
 - 6.1.3 It is your responsibility to create a backup of all essential files in case of loss or corruption of data.
 - 6.1.4 The computer is normally located within two (2) metres of the Wireless modem point. If the computer is located at a further distance you must notify YLESS4U when booking a time with the technician so that they can prepare a longer connection lead. Non-standard connection leads will attract a per metre charge.
- 6.2 Where we specify a time for your installation, we will try to keep to the specified time, but we cannot be liable for any loss or damage you suffer if we fail to do so.
- 6.3 Where an installation cannot be performed due to the failure of the Customer to provide the above, an additional charge may be made.
- 6.4 A standard installation is 1.5 hours at the nominated premises. An additional charge will apply for each additional hour or part thereof.

7.0 Commencement of the Contract and the Service

07.11

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- 7.1 The Contract is active from the date the Application Form is signed. YLESS4U may deduct any initial setup costs including the cost of the Service over the initial Billing Period between the activation of the Contract and the commencement of the Service.
- 7.2 The provision of Service will commence once all of the following criteria have been met:
 - 7.2.1 Cable infrastructure has been installed and tested OK.
 - 7.2.2 The Application Form has been completed fully and accurately.
 - 7.2.3 Payment of the initial setup costs including the cost of the Service over the initial Billing Period has been successfully processed.

8.0 Abuse Procedures will be commenced by

- 8.1 giving an unauthorised person the Customer's account and password details;
- 8.2 deliberately or recklessly disrupting YLESS4U's Service or activities, or engaging in any activity likely to disrupt the same, either deliberately or not;
- 8.3 engaging in spamming;
- 8.4 misusing access to the Internet in a manner identified in writing by a competent law enforcement official as unlawful;
- 8.5 using access to the Internet to menace or harass others;
- 8.6 behaviour that results in the disruption of other people's access to the Internet or their enjoyment thereof, including but not being limited to computer viruses, email bombardment and damage to Internet-connected resources and channel flooding;
- 8.7 using access to the Internet to unlawfully obtain access to other networks.

9.0 Suspension or Termination of Service

9.1 by User:

- 9.1.1 The User can terminate the account at any time, providing You provide Us with Written Notification at least 7 days prior to the next billing cycle.
- 9.1.2 If an account is closed while still in contract, termination fees will apply.
- 9.1.3 Any pre-paid fees for Services are non-refundable on termination.
- 9.1.4 In some cases a cooling off period is required by law. If You are covered by a cooling off period, you may terminate the Service without penalty if you provide Written Notification to YLESS4U within the timeframe allowed from the commencement of the contract.

9.2 by YLESS4U:

- 9.2.1 Any breach of the Contract, as opposed to termination, YLESS4U may choose to suspend the Service for such period it determines.
- 9.2.2 YLESS4U supports the right to privacy and the laws that support privacy in all forms and it strictly prohibits the sending of unsolicited mass messages of any kind or any other e-mail forms. We will terminate the account of any member who uses "spamming" techniques to solicit referrals and who does not remove a recipient upon being requested to do so by that recipient.
- 9.2.3 If YLESS4U suspends Your Service for any breaches under this agreement, you shall remain liable for all charges due throughout the period of suspension. A fee may apply.
- 9.2.4 Upon the death of or insolvency of the person or company holding the Account holder, the account shall be deemed terminated and outstanding amounts collected.
- 9.2.5 If YLESS4U terminates an account whilst in contract, a termination fee may be applied if termination is resulting from the misuse of the Service.
- 9.2.6 If the account is terminated, You remain liable for all charges payable under the agreement in respect of the provision of services from the time of termination to the end of the Billing Cycle or Contract Period.

10.0 Ownership and Use of the Equipment and Facilities

- 10.1 The YLESS4U Broadband Network is an important part of our ability to provide you with the Service. This means that we need to make sure that the Broadband Network remains our absolute property at all times. The boundary of our Broadband Network is the Ethernet point of connection in the Premises.

07.11

YLESS4U.Terms and Conditions

- 10.2 Internet connections can only be made to Wireless Modem Points installed by YLESS4U authorised installers.
- 10.3 All new CPE provided by YLESS4U is covered by a 12 month limited warranty.
- 10.4 All CPE provided by YLESS4U remains the property of YLESS4U. If the Customer terminates their account the equipment must be returned to YLESS4U. Standard termination fees apply, equal to half that of the contracted plan level, over the remaining unpaid months of the term. Any remaining paid months that have not been used will be forfeited.
- 10.5 All CPE owned by YLESS4U, including but not limited to loan stock and ITP's, must be maintained in good condition and repair. YLESS4U will, at all times, retain ownership of this equipment. YLESS4U may charge the Account Holder any reasonable costs incurred for repairing or replacing the equipment if damaged, lost or stolen.

11.0 Internet Support Facilities

- 11.1 We provide You with an Internet support service from 9AM-5PM Mon-Fri.
 - 11.1.1 If you are experiencing any difficulty with your access, you can contact support:
 - 11.1.2 By phone on 02 6230 3699
 - 11.1.3 By E-mail support@yless4u.com.au
 - 11.1.4 We encourage you to make use of this free service for genuine service issues. As our support technicians are trained to solve broadband Internet issues, we ask that you acknowledge that:
 - 11.1.4.1 We cannot offer support for networking multiple PC's;
 - 11.1.4.2 We cannot offer support for general software issues
- 11.2 We cannot offer support for general hardware.

In an effort to control spam, YLESS4U constantly monitors and excludes known spam ports. In addition, YLESS4U provides spam monitoring facilities. This does not prevent all spam from being received, however it does reduce the sheer amount of spam to your mailbox.

12.0 Contract period.

- 12.1 The contract period is for a minimum of three months from the date of contract. Once the initial period ends, you will be contracted to YLESS4U on a month by month basis, provided you wish to continue to receive the service.

13.0 Complaints Procedure

- 13.1 If you wish to lodge a complaint about our services or associated matters, you may contact us via e-mail, post, or phone.

14.0 Force Majeure

- 14.1 If the either Party is unable, as a result of Force Majeure, to carry out their obligations under this Agreement, they shall give the other Party prompt written notice of the occurrence and particulars of the act, event or cause constituting the Force Majeure and, in so far as known, the probable extent to which it will be unable to carry out, or be delayed in carrying out its obligations and thereupon will not be required to carry out such obligations for the period provided the Party has used all possible diligence to overcome or remedy the Force Majeure as quickly as possible.

15.0 Proper Law And Jurisdiction

- 15.1 The laws in New South Wales shall govern this Agreement and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

DEFINITIONS

Agreement

Your Application with Terms and Conditions

Application Form

Your Customer Application

Attachments

Any files or documents that are attached to an e-mail

Billing Cycle

The Customer's selected billing period option (monthly, quarterly or annually)

Community-Wide Outage

An outage that results in downtime, affecting an entire YLESS4U community.

CPE

Consumer Premises Equipment (eg. Modems, Wireless Equipment, etc).

Cruise Control

Where the connection speed is reduced to simulated dial-up speeds.

Default E-mail Address

The e-mail address that you have specified to be the main YLESS4U e-mail address.

Defined Abuse

means misuse of the Service and access to the Internet as per Clause 8.0

Download

Any data that is received by your computer from the Internet

Downtime

The period in which a customer cannot gain access to the Service due to network outages.

YLESS4U, Us, Our

YLESS4U – ACN 110 836 425

Encapsulation

Coding and encryption of your e-mail when sent.

Force Majeure

means any act, event or cause beyond the reasonable control of the party concerned including, but not limited to, acts of God, perils of the sea, war, sabotage, riot, storm and tempest, earthquake, landslide, explosion, strike and other labour difficulties (whether or not involving employees of the party concerned) or failure of the internet or world wide web.

General Traffic

All traffic that is not classified as Local or Internal Traffic.

Individual Outage

An outage that results in downtime, affecting an individual premises or street.

Internal Traffic

All traffic that does not leave the YLESS4U network.

ITP

Information Technology Package available to selected communities.

kbps

kilobits per second

Local Traffic

All traffic that travels through the YLESS4U network.

Outage

The inability to deliver the Service.

Premises

The physical address where the Service is connected.

Spamming

Spamming is the unsolicited and unauthorised sending of messages of any kind to businesses and people who do not know you personally and have not agreed to receive your messages.

System-Wide Outage

An outage that results in downtime, affecting the entire YLESS4U Internet network

Traffic Limits

The total allowable data transferred through your account over a calendar month

Upload

Any data that is sent by your computer to the Internet

Written Notification

Acceptable forms of Written Notification is e-mail, fax or registered mail

You, Your, Customer, Applicant

The account holder as per the name given on application