

Move Up Internet SFOA

Section 1 - General Terms and Conditions

1. About these terms and conditions

- 1.1. Under the Telecommunications Act 1997, Move Up Internet Pty Ltd ('Move Up Internet') may contract with its customers either on an individual basis or by way of a standard form of agreement ('SFOA'). Move Up Internet has chosen to supply Services to You by way of a SFOA. The terms and conditions constituting Move Up Internet's SFOA are set out below. When You acquire a Consumer Service from Move Up Internet, these terms and conditions will apply to You.
- 1.2. Move Up Internet Pty Ltd in Australian Private Company (ABN 89 656 762 837) of 52 Crosby Road, Albion, Queensland, 4010.
- 1.3. A reference to 'Move Up Internet' or 'we' or 'us' means Move Up Internet Pty Ltd (ABN 89 656 762 837) the company that supplies a telecommunications Product to You.
- 1.4. The Move Up Internet SFOA is divided into the following

sections:-

- (a) General Terms and Conditions; and
 - (b) Specific Service Terms and Conditions which include the general features, types of Charges, provisioning and maintenance which apply to a specific Service. To understand Your rights and obligations You need to read the General Terms and Conditions, together with the Specific Service Terms and Conditions which relate to the Service which You acquire from Us.
- 1.5. To the extent that there is any inconsistency with the General Terms and Conditions and the Specific Service Terms and Conditions, the Specific Service Terms and Conditions apply.
- 1.6. When You sign up for a specific Service plan with Us, there will be terms and conditions relating to that specific Service plan including



details of the contract period (if any), and specific pricing details. These specific Service plan terms and conditions are set out on the Move Up Internet web page and contain the details of the relevant Service. You will also first have to agree to these terms and conditions:-

- (a) Verbally if You sign up to a particular Service via the telephone; or
- (b) on the Move Up Internet website, before We will agree to provide You with that specific Service. Your contract with Us will also include the specific Service plan terms and conditions.

2. Becoming a Move Up Internet customer

2.1. When You ask Us to provide a Service, We decide whether to supply it to You based on:-

- (a) the Service to be provided;
- (b) Your eligibility for the Service;
- (c) its availability to You; and

2.2. The contract between Us and You begins when We accept Your application for the supply

of a Service.

No contract term for a service

2.3. If We provide a Service to You without a fixed contract term, We will provide the Service in accordance with this SFOA and the terms and conditions for the specific Service plan until the Service is cancelled under clause 10.

3. How we communicate

3.1. We prefer to communicate with Our customers by email or through Our website. We make invoices and other notices available through a password-protected secure account management tool (Move Up Internet Portal) available at portal.moveupinternet.com.

3.2. The presentation of bills or any other notices may be adversely affected by equipment or conditions beyond our control. It is Your responsibility to notify us if the presentation of any bill or notice sent to you is adversely affected. If you fail to pay an outstanding amount because of a presentation problem, we will give a reasonable time to pay



any outstanding balance after the presentation problem has been identified before we take any action under this contract.

3.3. You agree that you must

provide and maintain a current email address as a condition of Move Up Internet providing the Service(s) to you.

Furthermore, you agree that:-

(a) We may give You notices under this SFOA by sending an email to that address;

(b) It is Your responsibility to check Your email regularly and make sure that Your email facility is capable of receiving emails from Us.

(You may contact Move Up Internet Customer Support on 1300 301 946 if You are having difficulties with Your nominated email account); and

(c) The notice is deemed to have been delivered to You at the time that Our email message leaves Our computer system unless, with 24 hours of sending,

We receive a notification that the email has not reached its destination.

4. Your responsibilities

Payment for service

4.1. Other than in circumstances where We have incorrectly charged You for use of Your Service, You are responsible for and have to pay for any use of Your Service, whether You authorise it or not. As You are in the best position to monitor and control Your account usage, please ensure that You regularly review Your account to ensure that it is not being used without Your authorisation. You can access Our online account management system available at portal.moveupinternet.com.

4.2. If You believe that Your account is being used without Your authorisation, please contact us immediately.

4.3. If You do not disconnect Your Service when You vacate Your Premises, You have to pay for any use of the Service by later occupants or others. We



therefore suggest that You make every effort to ensure the disconnection of Your Service when You vacate Premises.

Access to premises

- 4.4. We (or our contractors/suppliers) may need access to Your Premises. You agree to provide Us safe access to Your Premises to:-
- (a) Install Equipment for a Service You have asked for;
 - (b) Inspect, test, maintain and repair or replace Equipment; and
 - (c) Recover Our Equipment after Your Service is cancelled.
- 4.5. If You do not own Your Premises, You have to get the owner's permission for Us to access the Premises and install any Equipment.
- 4.6. You owe Us the value of Our Equipment as a debt due if We cannot access Your Premises to recover it.

5. Use of the service

- 5.1. Where the SFOA and/or the Specific Service Terms and Conditions state that a Service is provided for a particular purpose, You must only allow the Service to be

used for that purpose.

- 5.2. In some circumstances We may monitor usage of Your Service for excessive or unusual usage patterns, but We do not promise to do so. You are responsible for monitoring the use of the Service.
- 5.3. You may not use a Service to commit an offence or allow anybody else to do so. You are responsible for ensuring that no one interferes with the operation of a Service or makes it unsafe.
- 5.4. You must follow Our reasonable instructions if We determine that Your use of a Service interferes, or threatens to interfere, with the efficiency of Our Network or Our suppliers' Networks.
- 5.5. You must follow Our Acceptable Usage Policy when using Our Services. This policy can be found at www.moveupinternet.com
- 5.6. In calculating usage, 1GB (Gigabyte) is equal to 1000MB (Megabytes) and 1MB is equal to 1000KB (Kilobytes).



6. Liability

6.1. Our liability to you

- (a) As Your Service is provided to You for personal, domestic or household use, We do not accept liability for losses that result from the use of Your Service in connection with the conduct of a business;
- (b) We are liable to You for breach of contract or negligence under the principles applied by the courts, and subject to clause 6.2 below;
- (c) We are not liable for any loss to the extent that it is caused by You, for example through Your negligence or breach of contract;
- (d) We are not liable for any loss to the extent that it results from Your failure to take reasonable steps to avoid or minimise Your loss; and

Subject to clause 6.2 below, We

are not liable for any loss caused by Us failing to comply with Our obligations in relation to Your Service where that loss is caused by events outside Our reasonable control, such as failure in Equipment that is not owned by Us, an industrial strike or an act of God.

- 6.2. Our goods come with unconditional guarantees under consumer protection legislation, including that they will be reasonably fit for their purpose and match any description or sample, and Our Services come with unconditional guarantees that they will be rendered with due care and skill and be reasonably fit for their purpose. Subject to Cause (c) of Section 1 of the SFOA, You are entitled, at Your option, to a refund, repair or replacement of the goods or Service for a major failure and for compensation for any other reasonably foreseeable loss or damage.

6.3. Your liability to us

You are liable to us for, and agree to indemnify us, from



and against any losses arising out of or in connection with any breach or of any failure to comply with these terms and conditions, or any act or omission by you which is fraudulent or negligent. However, You are not liable to Us for any loss to the extent that it is caused by Us, for example, through Our negligence or breach of contract.

The provisions set out in this clause 6 will continue unaffected by cancellation or suspension of Your Service.

7. Maintenance and repair of services

General maintenance

7.1. We will use reasonable care and skill in providing the Services. Given the nature of telecommunications systems, including Our reliance on systems, Equipment and services that We do not own or control, We cannot promise that Our Services will be continuous and fault free. This does not affect Your rights under the statutory warranties as described in

clause 6.2.

Maintaining the service

7.2. Unless We advise You otherwise, We maintain the Services for as long as they are offered to You.

Broadband Equipment

7.3. You may purchase a compatible modem from Move Up Internet. If you choose to use your own equipment, you acknowledge that:-

(a) Move Up Internet will only be able to provide limited support and your equipment may not be compatible with the Services;

(b) You acknowledge that your equipment may continue to communicate and share your information with the original equipment supplier.

From time to time, we may conduct speed tests of your broadband service via your modem to measure network performance. This will take a short period of time and is not expected to affect service quality.



Hardware

7.4. Any equipment supplied or installed (but is not sold to you) ("Service Equipment") by Us remains the property of its respective owner. You must maintain the Service Equipment in good repair and condition, and may not tamper or modify it. You are responsible for any damage or costs incurred by Us as a result of your misuse or neglect of the Service Equipment.

7.5. Risk and responsibility for hardware which is sold by Us passes to you upon the earlier of receipt of payment in full, or despatch. Subject to your rights under the Australian Consumer Law, we will not accept any requests for returns or refunds for purchased hardware. Hardware warranty information will be supplied with your purchase.

Postage and handling fees and non-return fees may apply.

Your equipment

7.6. You must only connect

equipment that complies with relevant technical standards and other relevant requirements. For these standards see the website of the Australian Communication and Media Authority:

www.acma.gov.au

7.7. You must make any reasonable changes to Your equipment when We ask You to do so to avoid any danger or interference.

7.8. You must advise Us of any changes to Your equipment and/or telecommunications services that may affect Our ability to provide Services to You.

7.9. We may not be able to provide support for any equipment which has not been supplied by us (e.g. modems) and cannot guarantee its compatibility with the Services.

8. Charges and Payment

Payment

8.1. The Charges payable for Our Services can be found at www.moveupinternet.com

8.2. When You apply for a Service



from Us We will go through the Charges for that specific Service with You. Some of these Charges will be fixed for the duration of a fixed contract term, for example monthly access fees. You are required to pay some Charges in advance.

- 8.3.** If You use Our Service to access a service provided by someone else, and We are charged for that other service, You must pay Us for that other service.

Payments & Invoicing

- 8.4.** You can access Your current Charges and previous tax invoices at any time using the account management tool available at portal.moveupinternet.com
- 8.5.** You agree that:-
- (a)** Your Charges must be paid by credit or debit card;
 - (b)** The debit for your Charges will occur on the first day of each billing cycle;
 - (c)** We are not required to notify you of a upcoming debit.
- 8.6.** We try to include all Charges

relating to a billing cycle on a bill. Where that does not happen, bills may include Charges from previous billing cycles. We may not set out Charges that were incurred more than 160 days prior to the date of a particular bill.

- 8.7.** We try to ensure that Our bills are accurate and verifiable. Our records are sufficient proof that a Charge is payable unless Our records are shown to be incorrect.

Debit and Dredit cards

- 8.8.** You understand that the provision and maintenance of a valid credit or debit card is a condition of us providing the services to You. You may change your debit or credit card details at any time through portal.moveupinternet.com.
- 8.9.** It is Your responsibility to ensure that You have sufficient credit or funds available on Your debit or credit card to pay the bill.
- 8.10.** If you fail to maintain a valid debit or credit card,



we reserve the right to suspend or terminate the services until you provide a new debit or credit card.

Late or dishonoured payments

8.11. If You do not pay a bill by its due date, We can charge You a late payment charge as set out in clause 8.18 below, and may sell, assign, transfer, or otherwise deal with your debt to us.

8.12. The administrative fees set out in this clause 8 attract GST.

8.13. We can also suspend or cancel Your Service provided We comply with Our rights to suspend or cancel Your Service as set out in clause 10 below.

Adjustments and Refunds

8.14. We can pay You amounts We owe You or that You have in credit by deducting them from amounts You owe Us. In the event a refund is necessary, you acknowledge that:-

- (a) We will only refund those amounts to the original payment method

which the amounts were received from; and

(b) If the original payment method is no longer valid, We will exercise our discretion:-

- (i) as to the method of refund and may require supporting documentation from you; or
- (ii) to refer you to your banking institution to assist with the refund.

8.15. Any Charges which are paid to Us in advance (for example monthly access fees) will not be refunded if you terminate your Service prior to the end of a billing cycle, instead you will be able to use your Service until the end of applicable billing cycle. This clause 8.16 does not detract from any obligations You may have to give notification to cancel a Service, or to pay early termination fees or hardware repayment fees where applicable.

8.16. If We determine, acting reasonably, that there is an excess credit on Your account, we may by written notice to you



either:-

- (a) refund the credit in accordance with clause 8.15 above; or
- (b) temporarily suspend any debit arrangements until Your account is no longer in excess credit.

GST

8.17. GST, if applicable, is included in all prices that We advertise. However, if there is an increase in the rate of GST, We will notify You and increase Our prices accordingly.

Charges that apply to all services

8.18. Administrative Charges may apply to Services supplied by Us:-

- (a) **Debit declined charge:** If a credit or debit card transaction is not processed successfully, except where caused by Our error or the error of Our supplier, a charge declined transaction will apply;
- (b) **Late payment charge:** Where You have not successfully made payment within at least 14 days after payment is due, a Charge may apply; and

(c) **Debt Collection:** Where a payment is due by more than 28 days and We refer the debt to Our lawyers or a third party, a debt collection administration Charge may apply.

8.19. The amount for Our administrative Charges can be found on Our website at www.moveupinternet.com. In addition, We will have informed You of the exact Charges for printed invoices and payment by a debit or credit card at the time when You sign up to a Move Up Internet Service for a fixed contract term. Any changes to the Charges for printed invoices and payments by debit or credit cards will be dealt with as a contract amendment in accordance with clause 10 below.

9. Cancelling or suspending your Service

Your rights

9.1. You may cancel a Service at any time by using the cancellation function within



our online account management system at www.portal.moveupinternet.com.

9.2. Upon cancellation of your Service, you will continue to have access to the Service for the balance of the relevant billing cycle. For clarity, Move Up Internet will not pro-rate, or offer any refunds, for cancellations actioned during a billing cycle.

9.3. If You cancel a Service before We have provided it to You, We can charge You any reasonable costs We incurred while preparing to provide the Service to You.

Material breach by us

9.4. You may cancel Your Service at any time if:-

(a) We are in material breach of the SFOA, for example We fail to use reasonable care and skill in providing the Service to You; and

(b) You have told Us in writing of Our material breach and We have

failed to remedy it within 14 days of Your written notice; or

(c) The material breach is something We cannot remedy, in which case You can terminate the Service immediately by telling Us.

9.5. We will not charge You an early termination fee if You cancel Your Service as a result of Our material breach.

Your other rights to cancel

9.6. You can also cancel Your Service by providing Us with reasonable notice if:-

(a) We become bankrupt or insolvent or appear likely to do so;

(b) The law requires You to do so; or

(c) the provision of the Service becomes illegal.

9.7. We will not charge You an early termination fee if You cancel a Service for the reasons set out in clause 9.6. above.

Our rights

9.8. Where You acquire a Service on a month by month basis We can cancel Your Service at any time if We:-

(a) Get Your consent;



(b) give You 30 days written notice, or as otherwise agreed between You and Us; or

(c) Migrate Your Service to a Service that is not materially worse than Your existing Service.

Material breach by you

9.9. We can cancel, suspend, or restrict Your Service at any time, if:-

(a) You are in material breach of the SFOA; and

(b) We have notified You in writing of Your material breach and You have failed to remedy it within 14 days of the date of the notification; or

(c) The material breach is something that cannot be remedied, in which case We reserve the right to cancel Your Service immediately.

9.10. You will be in material breach of the SFOA if You:-

(a) Do not pay the Charges for the Services when they become due and payable as specified

in clause 8 above;

(b) Use Your Service in a way which We

reasonably believe is fraudulent, poses an unacceptable risk to

Our security or

Network capability or

that of Our suppliers or

other customers, or is

illegal, or to conduct a

business; or

(c) Breach any of Your obligations under the Move Up Internet Acceptable Usage Policy.

9.11. We can charge You any applicable early termination fee if We cancel Your Service under clause 9.9 above.

Suspension of your service

9.12. We can suspend or restrict the provision of Your Service during the period before We cancel Your Service because You are in material breach of the SFOA.

9.13. If any suspension lasts for more than 7 days, We will not charge You any fixed fees during the period of suspension, but We may charge You a reconnection



fee to restore Your Service.

Our other rights to cancel, suspend or restrict your service

9.14. We can cancel, suspend or restrict Your Service by providing You with reasonable notice if:-

(a) the law requires Us to do so;

(b) the Service becomes illegal or We believe on reasonable grounds that it may become illegal;

(c) You die;

(d) there is an emergency that affects Our ability to provide the Service;

(e) We are unable to provide the Service to You due to events outside Our reasonable control, such as failure in Equipment that is not owned or operated by Us, an industrial strike or an act of God; or

(f) We reasonably believe that providing the Service may cause death, personal injury or damage to property.

9.15. We will not charge You for (and will rebate if necessary) any fixed fees during any period of suspension under clause 9.14, exceeding 24 hours. We will not

charge You any applicable early termination fee if We cancel Your Service under clause 9.14 above.

9.16. We can also cancel, suspend or restrict Your Service by providing You with reasonable notice if:-

(a) We cannot enter Your Premises because of Your act or omission when We need to do something in connection with the Service in order to supply the Service or make the Service or related Equipment safe;

(b) You become bankrupt or insolvent or reasonably appear likely to do so;

(c) You vacate the Premises to which the Service is connected;

(d) There is excessive or unusual use of the Service that is in breach of any Move Up Internet Acceptable Usage Policy that applies to the Service. The Move Up Internet Acceptable Usage Policy can be found at

[www.moveupinternet.com/
terms-policies](http://www.moveupinternet.com/terms-policies)

- 9.17. We can charge You any applicable early termination fee if We cancel Your Service under clause 9.16 above.

Maintenance and repair work

- 9.18. We can suspend or restrict Your Service temporarily if We reasonably believe it is desirable to do so in order to maintain or restore part of a third party supplier's Network. We will try to perform maintenance and repair work at times that will cause the least inconvenience to Our customers.

If you use the service for business purposes

- 9.19. We will provide the Service to You on the condition that Your use of the Service is for personal, household or domestic purposes. If We reasonably believe or You notify Us that You are using the Service for any business purposes, We can ask You to cancel the Service and contract with Us for the supply of a suitable business service. If You do not agree to cancel the

Service and contract with Us for the supply of a suitable business service, We can cancel Your Service by giving You 30 days written notice and charge You any applicable early termination fee.

Refunds of prepayments

- 9.20. If Your Service is cancelled under this clause 9, We may at our election, either:-

- (a) refund to You any unused portion of Your monthly access fee if this has been paid in advance and any other amount You have prepaid. However, We can deduct from Your refund any amounts that You owe to Us.; or
- (b) Continue to provide the service for the balance of any prepaid access fees.

This clause 10.23 does not detract from any obligations You may have to give written notification to cancel a Service, or to pay early termination fees where applicable.

10. Amending these terms and conditions

- 10.1. We may amend these terms and conditions as set out below.

Changes that benefit you



10.2. If We reasonably believe that the amendment to the SFOA will benefit You or have a neutral impact on You We can make the amendment immediately. For example, We do not have to give a period of notice to You when We reduce rates or increase Our obligations to You. We will take reasonable steps to bring the general nature of such changes to Your attention (for example, by informing You in a bill that Our current terms and conditions have changed and can be viewed on Our website).

Changes that may adversely impact you

10.3. Where We reasonably believe that the amendment to the SFOA will have a minor impact on You, We will give You 30 days written notice of the change being implemented by bill message, direct mail or email. We will use this method of notification for example where We withdraw a minor feature of a Service.

10.4. If the change referred to in clause 10.3 above will have more than a minor impact on

You, We will allow You to cancel the contract without incurring any early termination fees.

10.5. Where We reasonably consider that an amendment to the SFOA will result in more than a minor detrimental impact to You, We will give You individual notice 30 days prior to the amendment taking effect by bill message, bill insert, direct mail or email, if You have provided an email address for the purpose of receiving notices from Us.

10.6. If any amendment to the SFOA would have a material adverse impact on You, You may elect to cancel Your Service without incurring any early termination fees or other penalty and without being bound by the change.

11. Other matters

If any term, or part of a term in this SFOA is void or unenforceable, that term, or part, is taken to be removed from the SFOA and not to form part of it. The remaining terms continue to have full effect.

12. Privacy

In collecting, using and storing your personal information, we will comply with our Privacy Policy (as amended from time to time) and the Privacy Act. More information about our privacy practices, including how to access or correct our records, or make a complaint, can be found at www.moveupinternet.com

13. Meanings of words

Charge means a charge specified in the SFOA or for any Service provided by Us to You.

Consumer means a person who ordinarily acquires the Services from Us.

Equipment means a 'Facility' under the Telecommunications Act 1997 and includes any line,

tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

GST means the tax imposed by A New Tax System (Goods and Services Tax) Act 1999.

Network means a 'telecommunications network' as defined under the Telecommunications Act 1997.

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

Privacy Act means the Privacy Act 1988 (Cth), as amended from time to time.

Service means any service that We supply to You for personal, domestic and household purposes only, including any goods or Equipment provided in connection with the service, and excludes the use of the service for the conduct of a business.

We/Us/Our/Move Up Internet means Move Up Internet Pty Ltd ACN 656 762 837

You/Your means the customer who contracts with Us for a Service, including for supply of that Service to another person, or who seeks to acquire a Service from Us.

Section 2 - Specific Internet service terms and conditions

1. Provision of services

1.1. We provide Move Up Internet Broadband ('Move Up Internet Broadband Service'). If You order a Move Up Internet Mobile Broadband Service, We will provide the Service to You from the date that the Service is provisioned.

1.2. Details about Move Up Internet Broadband Service together with the terms and conditions relating to specific Internet plans are available on Our website and can be located at

www.moveupinternet.com.

The following terms and conditions apply to Move Up Internet Broadband Service.

2. Your obligations when using a Move Up Internet Broadband service

2.1. You must comply with Our Move Up Internet Acceptable Usage Policy when using a Move Up Internet Broadband Service. The Move Up Internet Acceptable Usage Policy can be

found at

www.moveupinternet.com

2.2. You must comply with all Our reasonable directions regarding the access and use of the Move Up Internet Broadband Service.

2.3. You warrant that in accessing and using the Move Up Internet Broadband Service, You will only use software that You are legally entitled to use.

2.4. You acknowledge that We do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Move Up Internet Broadband Service and We will not be held responsible in any way for any content or information accessed via the Move Up Internet Broadband Service, except where We actually provide such content or



information.

2.5. We disclaim all or any liability for any material on the Internet that You may find offensive, upsetting, defamatory or personally offensive.

2.6. You must not access, nor permit any other party to access, the Move Up Internet Broadband Service for any purpose or activity of an illegal or fraudulent nature.

2.7. You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Move Up Internet Broadband Service that would infringe the intellectual property rights of any person.

2.8. The statutory warranties described in Clause 6.2 of Section 1 of the SFOA apply to Move Up Internet Broadband Services We provide, but We strongly encourage You to prepare and maintain sufficient back-up files and data storage capacity for all Your data

including electronic messages.

2.9. We have no responsibility to provide training in the use of any Move Up Internet Broadband Service and/or related applications.

3. IP addresses

3.1. Any IP addresses allotted to You by Us, whether as a static address or dynamically allocated:-

- (a) remains Our sole property;
- (b) may be changed or revoked by Us at Our sole discretion at any time; and
- (c) is not transferable.

4. Move Up Internet broadband terms and conditions

4.1. In order for Us to provide You with the Move Up Internet Broadband Service, You need to do the following:-

- (a) ensure that You keep Your account information, password, data and Equipment secure;
 - (b) regularly check the default email address that We have allocated to You for
- Updated 30 June 2022*



messages about Your Move Up Internet Broadband Service;

(c) ensure that any other people to whom You provide access to the Move Up Internet Broadband Service comply with Our Acceptable Usage Policy; and

(d) ensure that any equipment provided by You does not damage the Move Up Internet Broadband Service or any transmission facilities.

(e) There may be minor disruptions to Your Move Up Internet Broadband Service

4.2. If We fail to bring the possibility that these impacts may occur to Your attention when You sign up, We will permit You to terminate the Move Up Internet Broadband Service without any early termination fees within 30 days of sign-up if You are adversely affected as a result of any of these events.

4.3. The Broadband Service is not

available in all areas or to all premises. The availability of the Broadband Service will be assessed by Us at the time You apply for the Broadband Service. Please check www.moveupinternet.com for details about the general availability of the Broadband Service.

4.4. Any general statements, maps or illustrations of the Broadband Service's availability are a guide only and must not be relied upon as a commitment to provide a Broadband Service to any particular Premises.

4.5. We will endeavour to connect Your Broadband Services as soon as We are able to. However, We cannot guarantee the availability or date of commencement of the Broadband Service.

4.6. In order to connect Your Broadband Service, You will be charged a standard installation cost. The standard installation costs include (but are not limited to):-



- (a) installing a Customer Premises Equipment ('CPE') onto the Premises, at the most practical place;
- (b) connecting the drop cable to the CPE, from the building riser;
- (c) configuration of the CPE; and
- (d) testing the CPE to ensure that it is functioning.

4.7. Any non-standard requests regarding the location of the CPE or other aspects of the Broadband Service installation at the Premises ("Custom Installation") may incur additional fees which must be agreed upon prior to installation of the Broadband Service via quotation and acceptance of additional costs. Additional charges for Custom Installations will be invoiced by Us to You on Your bill in addition to the standard installation costs.

4.8. If You need to reschedule an installation appointment, You must give Us at least one Business Days' notice. Fees may apply for missed or changed appointments where You have not given at least one Business Days' notice.

4.9. Any internal wiring which may

be required to connect the Broadband Service to a desired location within the Premises from the CPE is Your responsibility and must be completed by an ACMA-licensed technician. We may recommend or supply the licensed technician to perform the required work. Any related charges may be billed via Us or the party who performs the required work.

4.10. You agree that You will allow Us (or any other person nominated by us, including Our network partner and its contractors) safe, efficient and timely access to the Premises when required:-

- (a) to supply the Broadband Service to You or any other customer;
- (b) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the Move Up Internet Network or any third party network; or



(c) for any other reasonable purpose, for as long as the Broadband Service is provided to You, and for a reasonable period thereafter as reasonably requested by Us or Our supplier.

4.11. If You do not own the Premises You must:-

(a) obtain any necessary consents so as to ensure at all times We and any other third party (if applicable) have safe, unimpeded, sufficient and timely access to that Premises as required to install, inspect, repair, maintain or provide the Broadband Service or any related facility or equipment on the Premises;

(b) advise Us in writing of any relevant safety and access protocols that the landowner, landlord or relevant third party requires Us to comply with prior to Us agreeing to provide You with the Broadband Service; and

(c) indemnify Us and any other

relevant third party (if applicable) against any claim made by the owner, occupier, lessee, lessor, agent or any other party providing access to that Premises, in relation to Us or any other third party (if applicable) entering that/those Premises including reimbursement for the cost of removing any equipment because the relevant consent was not obtained.

4.12. You agree that the purpose for which the Broadband Service is fit is 'internet grade' only.

Accordingly, You acknowledge that:-

(a) successful data transport using the Broadband Service is not guaranteed;

(b) the availability or performance of the Broadband Services may vary; and

(c) the Broadband Service may not be provided, depending on capacity, interference, technical capability or other technical matters affecting the Move Up Internet Network at the relevant



time.

4.13. The ability to provide

Broadband Service to the Premises is dependent on a continuous power supply to Your Premises and You agree that You are responsible for arranging, and will continue to provide, a reliable power supply to Your Premises. The Broadband Service requires access to a domestic AC 240v socket for the powering of the CPE and power-supply. You will be responsible for the cost of power used by the unit.

Specific broadband data service conditions

4.14. Specifics of the Broadband Service, including any included data allowance and charges, are set out in the relevant plan and/or pricing schedule, available at

www.moveupinternet.com.

4.15. The continuity and speed of access to the Internet depends on a wide range of factors, many of which are beyond Our control. Speeds refer to the maximum theoretical output under

ideal conditions. Speeds may differ from the maximum theoretical output speeds including for the following reasons:-

- (a) Electrical interference from outside sources;
- (b) Wiring used throughout the Premises (Note: Cat5e or Cat6e structured cabling throughout the Premises is recommended);
- (c) The TCP/IP protocol stack and application software configuration;
- (d) The Equipment You are using, including the capacity of the central processing unit;
- (e) The capacity of, load on, and available throughput rate of the remote host You are accessing; and
- (f) The presence of service faults or network link congestion at any point in the end-to-end path between a remote host and the customer's system.

4.16. Your included data allowance is set out in the terms and conditions of your Plan or as

Updated 30 June 2022



otherwise notified to You from us in writing.

Equipment

- 4.17.** We may provide you with Equipment for use in connection with your Broadband Service.
- 4.18.** If you choose to provide your own Equipment for use in connection with your Broadband Service, such as a modem, then you acknowledge that we may not be able to provide support for that Equipment and its use is as your own risk.
- 4.19.** You acknowledge and agree that:-
- (a)** subject to any requirements applied by law, the mere provision of the Equipment to You is not to be interpreted as any representation by us that the Equipment will perform to a certain level or that the Equipment will be compatible with your other equipment or with any software; and
 - (b)** You have made Your own prior independent enquiries in respect of the performance of the

Equipment provided to You and the compatibility of the Equipment with Your other equipment, with any software and any other services used in connection with the Premises.

5. Billing & Charges

- 5.1.** Bills will be available in the Move Up Internet Portal (portal.moveupinternet.com) at the start of each billing cycle and are payable in advance. Payments will be debited from your nominated debit or credit card on the same day your bill is issued.
- 5.2.** You are responsible for paying all Charges relating to Your Move Up Internet Broadband Service even if You did not personally authorise the services which incurred the Charges. Details of the Charges for Move Up Internet's Internet Service can be found at www.moveupinternet.com.au. We will also detail the relevant Charges applicable to Your Move Up Internet Broadband Service when You sign up for this



Service.

- 5.3. You must maintain a valid and debit or credit card at all times. You may update your debit or credit card details at any time through Move Up Internet Portal (portal.moveupinternet.com)
- 5.4. You have authorised us to debit any outstanding amount from your nominated payment method on the payment due date for your account.
- 5.5. It is your responsibility to ensure that your nominated payment method remains valid, can accept debits, and has sufficient funds, for the duration of your service.
- 5.6. You acknowledge that we may terminate your service if you do not have a valid debit or credit card.

6. Meanings of words

Charge means a charge specified in the SFOA or for any Service provided by Us to You.

Equipment means a 'Facility' under the Telecommunications Act 1997 and includes any line,

tower, mast, antenna, tunnel, hole, pit or pole used in connection with a Service.

Broadband Access means the utilisation of a fibre, copper, wireless or other technological networks to deliver broadband services to the Premises

Broadband Data Service means the Internet portion on the Broadband Service which is provided either using Broadband Access.

Broadband Service means the Move Up Internet Broadband Service that provides broadband internet to Your Premises over a single connection utilising the Move Up Internet Network.

CPE means the Customer Premises Equipment, which is required to be installed at the Premises to provide termination of the broadband connection to provide internet services. The ports on the CPE are the network boundary point of the Broadband Service.

Premises means any land, building, structure, vehicle or vessel whether owned, leased or occupied by You, containing Equipment or a Broadband Service, or to which the

www.moveupinternet.com

info@moveupinternet.com



MOVE UP

INTERNET

PO Box 67 Moffat Beach QLD 4551

Ph: 1300 301 946

Broadband Service is supplied.

Service means any service that We supply to You and includes any goods or Equipment provided in connection with a service.

We/Us/Our/Move Up Internet means Move Up Internet Services Pty Ltd (ACN 656 762 837).

You / Your means the customer who contract with Us for a Service, including for the supply of that Service to another person, or who seeks to acquire a Service from Us.