

Myshare Broadband Terms and Conditions

Last modified: 30 June 2003

Below are the terms that apply to all Myshare Home Broadband plans.

- Myshare Broadband is not available in all areas or to all telephone lines. In some regional areas there is an additional charge of up to \$30.00 per month. (To check availability in your area and to see if a regional charge applies, access the service check facility at www.Myshare.net.au or contact Myshare on 1300 85 75 65).
- If your application is accepted, Myshare will endeavour to provide your Myshare Broadband service as soon as it can, but it cannot guarantee availability or a date of commencement.
- You are entering into a contract for a minimum term of 6, 12 or 18 months (the Plan Period chosen by you).
- If you cancel before your telephone line has been provisioned for the Myshare Broadband service, you will be liable for a cancellation fee of \$150.00, in addition to any actual expense which Myshare has incurred. If you cancel at any time after that, you will be liable to pay the amount of the monthly charges for the whole of the Plan Period (or the balance of the Plan Period then remaining) plus any other charges incurred up to the time of cancellation.
- You can change to a higher speed Plan (subject to an administration charge of \$60.00).
- Your computer equipment must meet minimum requirements. If you choose to use your own modem, it must be an approved model. (See www.Myshare.net.au or contact Myshare on 1300 85 75 65).
- You may install the modem yourself or take advantage of the installation service offered by Myshare. The charge for the Myshare standard installation service is the amount on the application form; additional charges apply if additional equipment or work is required.
- References to 'Allowance' are to the amount of data you are entitled to download in a month without incurring 'Excess MB' charges.
- 'Excess MB' charges apply for amounts of data in excess of the 'Allowance', downloaded by you, in any month. (There is no charge for data uploads).
- Data transmission speeds are shown as 'downstream/upstream' speeds, for example 256/64 refers to a speed of 256kbps for data being downloaded to your computer and 64kbps for data uploaded from your computer. These speeds may not be achieved in some cases; for example, downloading from a site that operates at a slower speed.
- Approximately once every 24 hours, your Myshare connection will be interrupted for less than 30 seconds for a billing record update. (You may reconnect promptly. Your connection software can be configured to reconnect automatically. There are no telephone charges incurred in reconnection).
- If you purchase a modem or other equipment from Myshare, it will not become your property until you pay the set-up charges (and any cancellation fee if applicable).
- 5MB of personal web space will be available to you, and the specified number of email addresses. (Each additional e-mail address will cost \$10.00 per month).
- With Myshare you will NOT be assigned a static IP address.
- If your telephone line is cancelled or transferred to another name, you will lose your Myshare connection.
- If you move, Myshare will endeavour to relocate your Myshare Broadband service (subject to availability in your new area and to regional charges if applicable). There will be a relocation charge of \$200.00 if you relocate BEFORE 6 months has expired into your contract and \$159.00 if you relocate AFTER 6 months has expired, and a charge for any necessary additional equipment.
- Is your computer still under warranty? In some cases, installation of hardware required for the Myshare service may void your warranty. You should check with your computer retailer to see if this applies to you.
- The original operating systems disks or CDs that came with your computer may be required during the installation process.
- All charges are inclusive of GST, unless otherwise stated.
- To maintain security on your computer, Myshare recommends that you:
 - protect your password: keep it secure, avoid common words, names or dates (use combinations of letters and numbers or other characters), change it regularly, do not store it on your computer;
 - use current anti virus and firewall software;
 - do not open suspicious emails or files from unknown sources;
 - protect your family from unsuitable internet content.

1. You apply to Myshare Internet Services Pty Ltd ("Myshare") to provide to you Broadband ADSL Internet Access under the Plan, for the Plan Period and on the terms specified in this application.
 2. You agree that Myshare standard agreement for Internet services (available at www.Myshare.net.au or phone 1300 368 862) is applicable and you accept the terms of that agreement.
 3. You declare that you are over the age of 18 and that you are the account holder for the telephone number to which the service is to be connected.
 4. You acknowledge that Myshare is not obliged to accept this application, but if it does so, you are entering into an agreement for a minimum term of 12 or 18 months (the Plan Period chosen by you).
 5. The Plan Period and monthly charges will commence on the day on which the modem is despatched to you by Myshare or on such other date as Myshare reasonably designates.
 6. You authorise Myshare, on your behalf, if it is necessary to do so, to obtain information from your existing telecommunications provider, to complete and sign documentation and to take all steps necessary to give effect to this application and to transfer your accounts and services from that existing provider to Myshare.
- PERSONAL INFORMATION / CREDIT CHECKS:** You ("Customer") authorise Myshare to conduct credit checks and searches and to use that information to assess Customer's credit worthiness. Myshare may give to a credit reporting agency the following information: identity particulars (as permitted by the Privacy Commissioner's determination); the fact that Customer has applied for credit and the amount; the fact that Myshare is a current credit provider to Customer; payments which become overdue more than 60 days and for which collection action has commenced; advice that payments are no longer overdue; cheques drawn by Customer which have been dishonoured more than once; in specified circumstances, that in the opinion of Myshare, Customer has committed a serious credit infringement; that the credit provided to Customer by Myshare has been paid or otherwise discharged.

Myshare may give to or seek from any credit provider named in a credit report issued by a credit reporting agency information about Customer's arrangements. Customer understands that this information can include any information about Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other (Section 18N(1)(b) Privacy Act). Customer understands the information may be used for the following purposes: to assess an application for Customer for credit; to notify other credit providers of a default by Customer; to exchange information with other credit providers as to the status of this credit where Customer is in default; to assess Customer's credit worthiness.

If Myshare considers it relevant to assess Customer's application for personal credit, Customer agrees that Myshare may: obtain a report about Customer's commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons; obtain from a credit reporting agency a credit report containing personal credit information about Customer in relation to commercial credit provided by Myshare; receive from a credit reporting agency a credit report containing personal information about Customer in relation to collecting overdue payments.

Customer acknowledges and agrees that: Myshare may use Customer's personal information in connection with the Services and for this purpose may share it within the Myshare Group and with other entities which provide services to Myshare related to the provision of the Services; Myshare may use it to inform Customer about other services offered by Myshare and business partners and associates of Myshare (Customer may elect not to have personal information used in that manner on request to Myshare). Customer has the right to contact Myshare to obtain access to certain Customer personal information held by Myshare; Customer will inform Myshare whenever a change occurs in Customer personal information; Myshare Privacy Policy and Privacy Statement are available from Myshare on request.

To join up call Myshare on 1300 368 862 NOW!