

PIP TERMS & CONDITIONS



1.) DEFINITIONS

You, Client & Customer: the person so named on the Service Applications.

We and Us: Clarenston Pty. Ltd. A.B.N. [99 003 414 748](#) or PIP – Total IT Solutions Pty. Ltd. ABN [52 087 951 004](#) or any registered business names of these entities.

CPE Equipment: the equipment we provide to you as part of the Service.

Facility: has the meaning given by the Telecommunications Act 1997 and also includes any line, equipment, mast, antenna, tunnel, hole, pit or pole used in connection with the Service.

NBN: The National Broad Band Network.

Network: PIP's IP owned network.

Premises: the premises at which the Service is connected.

Pricing Schedule: the prices listed on the PIP Pricing Schedule (available on request) as at the date of your Application or otherwise expressed in writing to the Client.

Service: a service of the type ordered and includes all functions available using the service (including but not limited Servers, Phone Calls, Electronic Mail, File Transfer, World Wide Web), IP addresses and any other services we provide to you which are related to the Service but are not subject to a separate executed Agreement.

Service Application: a form or email published by us for the purpose of offering a Service for supply.

Supplier: Telstra Corporation Ltd, NBN Co or any other third parties involved in the provision of the Service.

2.) AGREEMENT

This Agreement constitutes the full and entire understanding and agreement between us (the Provider) and you (the Customer) with regard to the supply of the Service.

3.) INSTALLATION

Upon acceptance of a Service Application we will take reasonable steps to provide you with the Service. You acknowledge that we do not guarantee that the Service is available: In such an event, both parties will be released from their obligations under this Agreement and we shall have no liability to you. You acknowledge that connection of the Service may be delayed and/or your existing Services may be temporarily disrupted. You agree that neither we, nor our suppliers, are liable for any disruption or delay associated with connection.

All PIP installation charges cover the most basic installation of a Service.

The installation charge will not cover

- (i) Data cabling
- (ii) Electrical cabling or work
- (iii) The relocation of any device
- (iv) Ladder work
- (v) Working in an unsafe environment
- (vi) Work in an unclean environment.

4.) OUR RESPONSIBILITIES

We will use reasonable measures to make the Service available to you 24 hours a day, 7 days a week, however it may be unavailable at times, due to factors including but not limited to system maintenance, peak congestion, equipment or line failure. You acknowledge that we do not guarantee the speed, performance or quality of the Service.

Although NBN services are sold based on speed tiers, the client acknowledges these speeds cannot be attained. PIP has no control over the network, performance or service level of the network within NBN Co until the data is handed off to PIP's Network.

PIP Total IT Solutions Pty Ltd

✉ PO BOX 105
Gordon NSW 2072

☎ +61 2 9488 7655

🖨 +61 2 9488 7761

✉ info@pip.com.au

www.pip.com.au

We will provide a fault reporting service, accessible 24 hours a day (as supervision). You are responsible for all use of the Service including use that is not authorised by you.

You must not use the Service

- (i) for any illegal activity,
- (ii) for the transmission of unsolicited e-mail or spam,
- (iii) to abuse, harass or annoy any person,
- (iv) for any commercial purpose,
- (v) to host a commercial server,
- (vi) for any activity that may cause damage or loss to, or compromise the security of, the Provider or Supplier, or the equipment or service of the Provider or Supplier, or
- (vii) for any activity that exposes the Customer, the Provider or Supplier to civil liability.



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5.) LIMITATION OF LIABILITY

You use the Service at your own risk. Furthermore, any data stored by or for you on our equipment is stored at your risk.

To the full extent permitted by law, and except as expressly provided by this Agreement, all terms, conditions, warranties, undertakings or representations whether express, implied, statutory or otherwise are excluded.

Where an Act of Parliament implies any term in this Agreement, and that Act of Parliament voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is deemed to be included in this agreement.

You undertake not to make any claim whatsoever against us, our suppliers, employees, contractors or assignees for loss (including but not limited to economic and consequential loss), damage or expense relating to or arising from this Agreement or the use or attempted use of the Service (in contract, tort [including negligence] or otherwise).

Without prejudice to the above clause, and if permitted by law, our total liability to you for loss or damage of any kind due to our negligence, breach of contract or breach of any law arising out of or in any way related to this Agreement is limited to, at our discretion,

(i) for the breach relates to services, the resupply of the service, or payment of the reasonable cost to the customer of procuring the services from another supplier; or

(ii) if the breach relates to goods, replacement or repair of the goods or equivalent goods.

The exclusion referred to in section (10) apply to any action giving rise to an obligation, duty or liability even if the action was not authorised, or not capable of being authorised, by you.

6.) INDEMNITY

You hereby indemnify us against all liability, costs, loss or damage, suffered or incurred by us, our Supplier, employees, contractors and assigners arising from your breach of this Agreement or of our Acceptable Use Policy.

Unless instructed by us, you may only contact us, not our supplier, for faults related to the Service. Upon your report of a fault we will take reasonable steps to remotely identify the cause and advise you of the action required. You acknowledge that faults related to the provision of the Service, may be outside of our control, and any restoration targets we provide are subject to the performance of third parties, for whom we accept no liability.

We may assign any of our rights under this Agreement without your prior written consent. We must notify you if we exercise this power.

7.) CHARGES

You agree to pay charges for the Service in accordance with our Pricing Schedule or as amended. Charges shall commence on the earlier of:

- (i) the date on which we notify you that the service is connected, and
- (ii) the date that you commence using the Service.

You agree to pay charges by cheque or credit card, or as agreed with us in writing. If payment is by credit card, you permit us to debit your credit card in accordance with our Pricing Schedule or as altered from time to time.

We reserve the right to alter charges from time to time by giving at least 28 days' notice of such alterations. Such notice may be by post, facsimile, or email. If the alteration to charges represents an increase in the cost of the Service, you may terminate this Agreement without paying the Early Termination Fee on condition that we receive your termination notice by facsimile, post or email within 14 days of our original notification to you.

If a GST is imposed on any supply made under or in connection with this Agreement (a taxable supply) the party obliged to pay for the taxable supply will pay additional consideration of an amount equal to the GST payable on or for the taxable supply.

If we do not receive your payment within 14 days of issuing an invoice, we may charge a late fee and/or block your Service until full payment is received. An unblocking charge may be levied. Charges will continue to accrue on services which are blocked.

We are allowed to charge interest on all overdue amounts at the Westpac business overdraft rate, calculated daily and compounding monthly. Further, you must pay all costs reasonably incurred by us in recovery of overdue charges.

If the client is unhappy with any work performed for any reason, they must inform PIP Total IT Solutions in writing within 5 business days at which point PIP Total IT Solutions will make all reasonable efforts to fix the problem without further charges. PIP Total IT Solutions work shall be deemed accepted in full if not advised with 5 business days to the contrary.

Any/all hardware and/or software will remain the property of PIP Total IT Solutions paid for in full.

In the event of the client wishing to cancel any/all services all monies up to the end of the contract period must be paid in full before any support/information will be provided from PIP Total IT Solutions.



8.) USAGE MEASUREMENT

We will measure the data transferred through the Service (in both directions) and this measurement will be used to calculate your usage. Usage will be measured in megabytes (for the ease of billing we will deem one megabyte to equal 1,000,000 bytes). You agree to pay for any extra usage in accordance with our Pricing Schedule. Unused data does not accrue between months.

9.) ACCEPTABLE USE POLICY

You agree that the Service may be used only in accordance with our Acceptable Use Policy (AUP) which is published on our Website (<http://www.pip.com.au>) and available from us on request. The Acceptable Use Policy, or as modified from time to time, forms part of this Agreement.

If you breach the terms of our AUP we may block your Service for

- (i) up to 7 days, or
- (ii) until you provide a written undertaking to abide by our AUP. If you breach the AUP on 2 or more occasions we may terminate this Agreement without notice to you.

10.) CREDIT

We may conduct a credit review on you at any time. We may seek information from you, or a third party such as a credit agency, to assist in our credit view. You agree to cooperate by providing to us information that we reasonably request. We may require you to provide financial security if, in our opinion, we deem it necessary to secure our financial exposure to you.

You authorise us to disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the Service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.

You agree to provide us with a valid credit card in order for us to charge you in accordance with this Agreement. You agree to advise of new card details if your card destroyed, cancelled or expires.

11.) FORCE MAJEURE

A force majeure is an event or circumstances beyond reasonable control of any part, except an inability to pay money when due. The parties are not responsible for any delay in performing or failure to perform any obligation under this Agreement, other than an obligation to pay money, as a result of force majeure.

12.) EARLY TERMINATION FEE

Disconnection Fee of \$60.00 if cancelled within the first 6 months.

13.) TERMINATION

Subject to the provisions of this section, the Agreement shall be ongoing until it is terminated by either party by giving one month's written notice by post, facsimile or email.

If you terminate this Agreement before the expiry of the initial contract term, or if we terminate following your breach of this Agreement, you must pay an Early Termination Fee (ETF) as described in section 12.

14.) PROVISION OF INTERNET/DSL SERVICE

You agree to acquire a telephone service, in your own name, which is compatible with the Service for the duration of this Agreement. All charges (included rental and call costs) associated with the telephone service are your responsibility.

You acknowledge that we will charge a reconnection fee if the telephone service is relocated, or the lessor of the telephone service is disconnected and reconnected for any reason.

15.) SECURITY

You are responsible for maintaining the security of your computer and any devices accessible using the Service.

You agree to install and maintain Anti-Virus software and to ensure any passwords used are secure and not easily guessed.

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Some Email services hosted by PIP include Spam & Virus filtering services. These services come as is and provide no guarantees.



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16.) YOUR RESPONSIBILITIES

You must not interfere with the normal operation of the Service or any Facility or make either unsafe. You must not connect any device to the Service that is not approved by us and does not comply with any applicable requirements of the Australian Communications Authority (ACA).

You agree to provide us, our Supplier and nominees with safe, sufficient and timely access to the Premises:

- a. to inspect, test or modify any Facility or CPE Equipment which may be causing interference or danger;
- b. to install, maintain or repair the Service, a Facility or CPE Equipment; and
- c. at the expiration or termination of this Agreement, to remove the Service, CPE Equipment and/or Facility.

If you do not own, control or have access to the Premises you must:

- a. procure for us, our Supplier and nominees all such access to the Premises as may be required by the preceding paragraph; and
- b. indemnify us, our supplier and nominees against a claim by the owner or occupier of the Premises, or any other person, in relation to the entry of us, our suppliers or nominees onto those premises.

You agree not to assign or otherwise transfer this Agreement or your rights under it, delegate your obligation, or resell the Service.

You must not disclose your password to any person, or allow a third party to use the Service without direct and ongoing

We may terminate this Agreement immediately by written notice, with no liability on our part, if:

- (a) our arrangements with a Supplier upon whom delivery of the Service depends are terminated, or if the supplier fails to comply with its obligations under such arrangements, so as to prevent or delay us from complying with our obligation to provide the Service to you (ETF is not payable);
- (b) you (or if you are a company, one of your directors), enters into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership (ETF is payable).
- (c) You breach our Acceptable Use Policy on more than 2 occasions (ETF is payable).

17.) IP ADDRESSES

All IP (Internet Protocol) addresses provided by the Provider are non-portable and must be returned upon termination of this Agreement.

18.) FILTERS

PIP may provide your Internet or Email connection with filters to remove Spam, Viruses or other harmful material from entering your computer, device or network.

These services are provided as is and without any guarantees.

PIP is also required by law to collect data from all Services in line with the "Data Retention Act 2015".

Any of these filters or devices may result in customer data being destroyed, made unavailable or blocked. Clients must request in writing if they wish any of their services to be unfiltered.

19.) VARIATION

We reserve the right to alter the terms of this Agreement by giving at least 14 days' notice of such alterations. In the event that we exercise this right, you may terminate this Agreement without paying the Early Termination Fee on condition that we receive your termination notice by fax, e-mail or post within 14 days of our original notification to you.

20.) NOTICES

All notices shall be in writing and shall be sent by hand delivery, post or facsimile to the parties hereto at their respective addresses.

Notices by e-mail are only valid from the Provider to Customer, not vice versa. A notice need not be signed if it states by whose authority it is sent.

The Customers street address, e-mail address and fax numbers shall be those listed on the Service Applications until further notice. The

Customer undertakes to notify the Provider at least 7 days prior to any change of street address.

The Providers details for service of notices are as follows, unless notified otherwise by post, fax or email.

By email: support@pip.com.au By facsimile: [\(02\) 9488-7761](tel:0294887761)

By post: Service Manager

PIP

P.O. Box 105 Gordon NSW 2073

21.) SEVERANCE

If a provision of this agreement is void, illegal or unenforceable, it may be severed without affecting the validity, legality or enforce ability of the other provisions of this agreement.