

# Elevate Internet

## Terms and Conditions

### 1) Introduction:

- a) Welcome to Elevate, a committed provider of Broadband Internet and Voice over Internet Protocol (VoIP) services in Australia. Our aim is to offer high-quality and reliable communication solutions to our customers.
- b) This document, constituting the standard form of agreement as per the Telecommunications Act 1997, outlines the Terms and Conditions under which Elevate provides its Broadband Internet and VoIP services.

### 2) Acceptance of terms:

- a) By subscribing to or using Elevate's Broadband Internet or VoIP services, you acknowledge and agree to these Terms and Conditions.

### 3) Changes to the terms and conditions:

- a) We may need to change the Terms and Conditions from time to time and will notify you of the change by email (to the last email address that you have given to us);
  - i) a message on your next bill; or, on our website. The period of notice depends on the nature of the change:
- b) If the change will benefit you or have a neutral impact on you, we may make the change effective immediately and without advance notice; however, we will notify you within a reasonable time after the change.
- c) If the change is required to comply with any law or requirement of any regulatory body, to preserve or safeguard the security or integrity of our infrastructure and network, or as a result of changes imposed on us by other Suppliers, where practicable to do so, we will give you reasonable notice of the changes.
- d) For all other changes, we will give you at least 30 days' notice.
- e) If the notice is detrimental to you, you may cancel your Service within 30 days of our notice without penalty, however, you will still be required to pay any Charges that have accrued up to the date of cancellation. If you continue to use the Service after the notice period, you will be taken to have agreed to the change.

### 4) Scope of services:

- a) Broadband Internet Services: We offer high-speed broadband internet services suitable for various user needs, from residential to business applications. Specific features and technical specifications will be detailed in your service agreement.
- b) Voice over Internet Protocol (VoIP) Services: Our VoIP services enable voice communication over the internet, with features like caller ID, voicemail, and call forwarding, as detailed in your service agreement.

### 5) Service availability and equipment:

- a) Availability of services may vary based on location and technical feasibility. Necessary equipment, such as modems and routers, may be provided or required to be purchased by the customer.
- b) Changes to Services: Elevate reserves the right to modify, enhance, or discontinue any service aspects.
- c) Customers will be notified of significant changes.

### 6) Your application for services:

- a) You may make an application for any of our Services (Application):
- b) online – by submitting an online application via our website;
  - i) in writing - by submitting a written application by mail or email; or
  - ii) over the telephone – by requesting us to complete a written application for you after you have agreed to these terms and conditions.
- c) You must provide us with all information that we reasonably require to supply the Services, including any information we require to carry out a credit check, and you warrant that the information you provide

is accurate, truthful and correct.

d) You must inform us of any changes that are relevant to your Service or account such as your contact details and your debit or credit card details.

**7) Authorised Representative:**

a) You may nominate another person (Authorised Representative) to exercise some or all your rights. The Authorised Representative can have:

b) Limited authority – have access to information about your account;

c) Limited authority as an advocate – may speak to us on your behalf, including for the purposes of making a complaint;

i) full authority - anything that this person does in relation to your Service is deemed to be done by you.

d) You will need to complete an Authorised Representative Form to put these arrangements in place.

**8) Acceptance of your application:**

a) We may decide, in our absolute discretion, whether to accept your application based on factors that we deem to be relevant, including:

i) your eligibility for that service;

ii) the availability of the service;

iii) your ability to meet our credit requirements; or

iv) any issue which impacts on technical or network considerations which are relevant to the provision of the services.

b) You acknowledge and agree that the details you submit to us in your application will form the basis of the services that we provide you with and will form part of the Terms and Conditions for your services.

**9) Provision of services:**

a) Your terms and conditions for supply of services will commence when we accept your application. This may be a different date to the start date of the services.

b) We will supply the services to you for your contract term, in accordance with the terms and conditions, until the Service is suspended or cancelled in accordance with clause 10.

c) At the end of the contract term, if you or we do not cancel the service, and you do not extend the services for a further minimum contract term, the agreement becomes a month-to-month service.

**10) Charges:**

a) The charges for the services are set out in your application.

b) All billing for your services will be made in accordance with our billing policy.

c) You must pay all invoices for charges for the services in accordance with the terms in our billing policy.

d) You must provide us with valid and current billing information, as well as providing authority to debit your nominated bank or credit card to pay for your service.

e) Any costs we incur because of late or unpaid invoices will be charged to you.

f) To provide some services to you, we enter into arrangements with other suppliers. You acknowledge that our charges to you for the Services may vary because of a variation of a supplier's charges to us, and that we may pass on any additional charges a supplier charges to us.

g) From time to time, we may advertise special offers for services (Special Offers). These offers may be part of a general advertisement or offered directly to you.

h) Generally advertised Special Offers will be displayed on our website. If advertised directly to you they will be provided upon request or at the time of completing and submitting a Special Offer Application. Depending on the terms of the Special Offer, it may or may not be applicable to you if you already have an existing service. Once a Special Offer is validly accepted, the terms of that Special Offer will apply until the Special Offer expires. The Special Offer terms and conditions will specify all terms and conditions that prevail over the standard CISs until the expiry of the offer. Apart from these, all other terms and conditions will still apply to your service (both during and after the Special Offer begins and expires).

**11) Access to premises and connection of services:**

- a) To supply the services to you, we may need to access the Premises. You agree to provide us with, or arrange for us if required, safe and prompt access to the premises to:
- i) investigate the suitability of your premises for connection;
  - ii) install and operate any necessary equipment at your premises;
  - iii) carry out inspection, testing, repair, replacement and maintenance of any equipment;
  - iv) if necessary, to change the location of equipment and carry out associated works necessary to deliver your service;
  - v) and at the end of the Contract Term, remove and recover our equipment.
- b) If you do not own the Premises, you must obtain the owner's permission for us to access the premises and install and maintain any equipment. You must notify us promptly before we commence work on the premises if you are unable to obtain the owner's permission. If you have not obtained sufficient permission, you indemnify us against any claim the owner of the premises makes against us, our employees and contractors because of our entry onto the premises and/or any works conducted on the premises.
- c) If you are either the owner or a tenant of your premises, and the premises are covered by the rules of an owners corporate or body corporate, then you must obtain sufficient permission from the owners corporate or body corporate for us to access the premises to install and maintain any equipment.
- Installation of equipment and connection of services
- d) We will connect the service as soon as we can, but there may be a delay between the time we accept your application and provide you with your service. You acknowledge that we will not be liable for any delay in relation to installation of equipment at your premises or commencement of supply of services to you. We may notify you of an expected date of provisioning, however, that date is only an estimate and not a guarantee.
- e) After we have accepted your application, we may cancel the service if we determine that we are unable to connect or provide the service within a reasonable time. In such a case, we are not liable to you for any failure to provide the service.
- f) The equipment we supply and install at your premises to connect your service remains our property (our equipment). You must not sell, lend or remove our equipment, unless it is in accordance with our instructions and approval. Other than fair wear and tear, you are liable for loss or damage to our equipment.
- g) After we install equipment at your premises, we will test the connection to confirm that the service is connected and able to achieve the speeds as agreed.
- h) You acknowledge that fluctuations in speed may occur, and your service may not always achieve the maximum speed. This may arise as a result of circumstances outside our control such as climactic or weather conditions, damage to equipment, outages to power or other parts of the network.

**12) Amendments to terms:**

- a) Elevate may modify these terms and conditions.
- b) Changes will be communicated and take effect 30 days after notification.

**13) Privacy and Data Use**

- a) Elevate is committed to protecting your privacy. Your personal and usage data will be handled in accordance with our privacy and acceptable use policy, which explains how we collect, use, and safeguard your information.
- b) For a comprehensive understanding of our data handling practices, please review our privacy and acceptable use policy.

**14) Cancellation and termination:**

- a) Cancellation by you:
- b) You can cancel your service without liability:
- c) if you are on a month-to-month contract, upon 30 days' notice;
  - i) if you are on a fixed contract term, at the end of the contract term, upon 30 days' notice;

- ii) before the end of your contract term, in accordance with your application, by paying the specified cancellation fee and any related charges; or
- iii) if we have breached the terms and conditions and have not remedied the breach after you have provided 30 days' notice to us of the breach.

**15) Cancellation by us:**

- a) We may cancel your service without liability:
- b) if you are no longer on a fixed contract term, or on a month-to-month contract, upon 30 days' notice;
  - i) at the end date of your fixed contract term, upon at least 30 days' notice;
  - ii) upon at least 30 days' notice, if acting reasonably, we determine that it is not feasible to supply your service to you for technical, operational or commercial reasons; or
  - iii) immediately, if your actions present a risk to personal safety or property.

**16) Suspension or cancellation for breach:**

- a) We may immediately suspend or cancel your service without liability if:
- b) you fail to pay the invoice for your service by its due date, and after we have served you with a 14 day past due notice (subject to the provisions of our billing policy);
  - i) you have engaged in conduct contrary to our acceptable use policy and have not remedied the breach after we have provided you with notice to rectify the conduct. The notice period will be dependent on the circumstances of the conduct;
  - ii) we have determined, acting reasonably, that you are an unacceptably high credit risk;
  - iii) you fail to provide us or our supplier with access, authority or information reasonably required to enable provision of your service;
  - iv) you have breached the terms and conditions and have not remedied the breach after we have provided you with 30 days' notice;
  - v) your service is being resold to you by a third party, or you are acting as a telecommunications carrier or service provider; or
  - vi) you become insolvent, or your business ceases to operate.

**17) No fault suspension or cancellation:**

- a) We may suspend or cancel your service, without liability if:
- b) we are required to do so by law, order of policy, emergency services or another authorised agency;
  - i) we are issued with a competition notice by the ACCC in relation to your service;
  - ii) it becomes or will become illegal to supply you with your service;
  - iii) we have reasonable grounds to believe there is a threat or risk to the quality or security of your service, our network or that of our suppliers;
  - iv) an emergency arises;
  - v) it is necessary to allow maintenance, upgrade or repair of our network or facilities or for other operational reasons; or
  - vi) a supplier ceases to supply us with services, and we are unable to find an alternative and thus unable to continue providing your Service.
- c) Where we suspend or cancel your service under clause 10.4, we will endeavour to give you as much notice as possible which will be dependent on the circumstances of the suspension or cancellation.

**18) Effect of suspension or cancellation:**

- a) Following suspension, we may cancel your service at a later date for any of the above reasons.
- b) Reconnection of a cancelled service will involve the payment of a reconnection fee, unless the cancellation was not caused by your conduct or default.
- c) If your service is cancelled, you will still be liable for charges which accrued prior to the cancellation

**19) Dispute resolution:**

- a) For any disputes arising from these terms and conditions or our services, we encourage customers to contact us directly for resolution.
- b) If a dispute cannot be resolved internally, customers may seek resolution through the

Telecommunications Industry Ombudsman.

c) The resolution process will be conducted in accordance with Australian law.

**20) Liability and warranty disclaimer:**

a) Elevate provides its services "as is" and disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

b) Our liability is limited to the extent permitted under Australian law. We are not liable for indirect, incidental, or consequential damages arising from the use of our services.

**21) Contact Information:**

a) For customer support, billing inquiries, or any other questions related to our services, please contact Elevate at: [support@elevateinternet.com.au](mailto:support@elevateinternet.com.au)

i) Phone: 1300 159 250

ii) Business Hours: 9:30am to 5:30pm Monday-Friday

iii) Our customer support team is dedicated to assisting you with any issues or queries you may have.

**22) Governing law:**

a) These terms and conditions are governed by and construed in accordance with the laws of Australia. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Australian courts.

**23) Acknowledgment and conclusion:**

a) By using Elevate's Broadband Internet and VoIP services, you acknowledge that you have read, understood, and agreed to these terms and conditions.

24) We encourage you to periodically review these terms and conditions, as well as our other policies, to stay informed about our practices and your rights as a customer.