



This Agreement consists of our General Terms and Conditions which sets out the general legal relationship between the parties, establishes a standing offer in relation to the acquisition of Services, and contains a Dictionary of words and expressions which have a defined meaning in this Agreement.

## Definitions

**Agreement** means the Customer Application Form, together with these terms and conditions and Your nominated Internet Access plan

**Application** means application form, the electronic, paper, voice or other form of application lodged by You requesting the Services

**Abuse of Service** means misuse of the Internet Access in to menace or harass others including but not limited to breaching the Terms and Conditions set out in this Agreement

**Account** means the profile of your details given to Airwii Networks for the purpose of billing a Service or number of Services

**Account Cancellation** means to terminate or cease Internet Access in accordance with the Terms and Conditions of this Agreement

**Account Holder** means the person or party listed on the Application as being the subscriber of the Service, and includes those users of equipment which utilises the Service

**Broadband Connect** means the Australian Governments Broadband Connect program

**Broadband Connect Area** means the area nominated by Us and approved by the Australian Government for the delivery of qualifying products to qualifying customers

**Broadband Connect-compliant Pricing** means pricing for a particular Higher Bandwidth Service that meets the price requirements of a Threshold Service or the equivalent Added Value Service

**Broadband Connect Customer** or **Customer** or **You** means an Eligible Customer with whom a Service Provider has a contract to supply a Service

**Broadband Connect Demand Register** or **Demand Register** means the demand register available at Broadband Connect Online that allows Eligible Customers to register their interest in being supplied with a Service

**Broadband Connect Online** means the portion of the DCITA website dealing with Broadband Connect, and the information and program management tools provided at that site

**Broadband Connect Premises** or **Premises** means Eligible Premises to which a Provider is supplying a Service

**Broadband Connect Service** or **Service** means an Internet access service meeting the performance and pricing requirements of Broadband Connect that is registered under the Program and included for



supply by a Provider under its Deed

**Broadband Connect Terms and Conditions** or **Terms and Conditions** means the terms and conditions on which a Service is supplied by a Service Provider to a Customer, including mandatory terms and conditions required under the Program

**Business** means an enterprise with an Australian Business Number which is undertaking a commercial activity on a going concern basis, or which is engaged in commercial activity for the purpose of profit on a continuous and repetitive basis

**Business Hours** means the hours between 9.00am and 5.30pm (Eastern Standard Time or Eastern Daylight Saving Time) on any Business Day

**Charges** means the charges payable by You to Us for the Supplies of Service

**Customer** means a person who is seeking the supply, or is being supplied with a Service

**Customer Premises Equipment (CPE)** means customer premises equipment

**DCITA or the Department** means the Department of Communications, Information Technology and the Arts or such other agency of the Commonwealth as may, from time to time, have responsibility for administering the program

**Default Account** means those that are unpaid after the due date, or those whose charges are refused by the User's credit card company, or direct account debits that are refused by the User's bank.

**Eligible Customer** means:

- a. a Residential Customer;
- b. a Small Business with 20 or fewer FTEs (full time employees) at the time of application for a Service;
- c. a Not-for-profit Organisation with 20 or fewer FTEs at the time of application for a Service, except in the case of Indigenous Community Councils where the FTE limit does not apply; or
- d. a Not-for-profit Organisation where the Service supplied is for the provision by the organisation or agency of a Public Access Internet Facility on a not-for-profit basis

**Eligible Premises** means, any premises in the Broadband Connect Area that did not have access to a Metro-comparable Service at the start of HiBIS on 8 April 2004. DCITA is the final arbiter of whether any particular premises are considered to be an Eligible Premises

**ESA** means a Telstra Exchange Service Area

**Excess Usage Charges** means the Fees for the Usage over and above the allocated Monthly Usage

**Fee** means total sum charged by Us to You

**Goods** means any goods we supply to You, including goods supplied in connection with any Services

**Gigabyte (GB)** means a gigabyte, which equals 1024 megabytes. For billing purposes it will be



considered to be 1000 megabytes

**Higher Bandwidth Service** means any Internet access service that provides access to the Internet at a peak Data Speed of at least 256 kbps and from the Internet at a peak Data Speed of at least 64 kbps

**Internet Access** means using software protocols supported by Airwii Networks connect Your computer equipment to Airwii Networks network

**kbps** means kilobits per second

**Kilobyte** means 1000 bytes

**Material** means information sent or received through the Internet Access. This includes without limitation text, graphics, software, sound, video, e-mail, and any other form of electronic information

**Megabyte (MB)** means megabyte, which equals 1024 kilobytes. For billing purposes it will be considered to be 1000 kilobytes

**Monthly Service** means monthly subscription billed by credit card

**Minimum Service Period** means the period of time from the date of application

**Airwii Networks or We or Us** means Airwii Networks Pty Ltd trading as Airwii Networks Australia (ABN 26 687 208 381)

**Onsite** means the site(s) or premises to which a Service is to be supplied as requested by You

**Personal Web Pages** refers to the space allocated by Airwii Networks as a facility to store WebPages on your plan

**Prepaid Accounts** means quarterly, annual or block hours subscriptions paid for in advance

**Provisioning** means the time necessary to complete any work that is required for You to be able to access Your Service

**Regular Payment** means the periodic Fee due to Airwii Networks from You for Your Service, excluding Setup Fees, Excess Usage Charges and other charges

**Service** means any Service that you request via phone, electronically, fax or application that is provided by Airwii Networks

**Service Standards** means we will use reasonable endeavour to supply services to a fair and reasonable standard, but we do not guarantee fault free, continuous or optimal service

**Service Specification** means the reliability and performance standard that applies to the delivery of a Service, as specified in Your Application Form



**Setup Fee** means a once off charge for the provisioning of an account

**Suspension** means the act of temporarily disabling Your Internet Access

**Traffic Shaping** or **Shaping** means the reduction of Service speed to and from the Internet

**Usage** means the measurement of time or data by computers or devices logging in to your Internet Access Account

**User** means the Account Holder

**Wireless Internet** means Internet Access which uses radio frequency infrastructure to provide data communication

**You** and **Your** means and refers to the customer of Airwii Networks as specified on the Application Form

## Terms & Conditions

- Section 1 - The Service
- 1.1 Airwii Networks agrees to provide You with Services set forth on the Application; subject to User's compliance with the terms and conditions of this document.
  - 1.2 This Agreement defines Your use of the Services, any goods or any quotations or offers to supply Goods, any other services including connection with Goods and Services (including installation and maintenance Services) ("Other Services"), provided to you by Airwii Networks. The provision of Supplies by Us is subject to and will incorporate the terms and conditions of this Agreement as well as any additional terms and conditions contained in each applicable Service Schedule, which terms and conditions will override this Agreement to the extent of any inconsistency.
  - 1.3 Airwii Networks does not provide warranties of any kind either express or implied, as to the material accessible on the Service. This includes, but is not limited to, protection from Viruses, Worms, Trojan Horses or other harmful programs. Airwii Networks does not exercise any control over the content passing through Airwii Networks system. Use of any information obtained via Airwii Networks is at User's risk. Neither Airwii Networks nor any of its affiliates, its licensors, its contractors or their respective employees warrant that the Service will be uninterrupted or error free; nor does Airwii Networks make any warranty as to the results from use of the Service.
  - 1.4 Airwii Networks provides access to the USENET discussion groups (newsgroups). Some of the discussions contain language, pictures or other material about subjects intended for Adult audiences.
  - 1.5 Account holders must be 18 years or older.
  - 1.6 Airwii Networks reserves the right to change prices or services at any time without prior notice to customers or the public, except when the service is an Australian Broadband Guarantee Service. Price changes will not be retroactive for existing prepaid customers. It is the User's responsibility to check this online.
  - 1.7 Airwii Networks will provide a free 24-hour fault reporting service by email. Airwii Networks will endeavour to repair faults within 24 hours, but complex faults may take longer to repair.
  - 1.8 Airwii Networks makes no guarantee that the Service will be uninterrupted or error free; nor does Airwii Networks make any warranty as to the results from use of the Service.



- 1.9 Airwii Networks may modify this Agreement from time to time by placing a notice on the website <http://www.airwii.com.au>. It is the User's responsibility to check this online regularly. Continued use of the Service by the User following notice of modification shall be deemed to be User's acceptance of any such modification of this Agreement. If the User does not agree to any modification of this Agreement, the User must immediately stop using the Service.

Section 2 - Use  
of Material

- 2.1 Public Domain materials (e.g., images, text, and programs) may be downloaded or uploaded using Airwii Networks services. Users may also re-distribute materials in the public domain. The User assumes all risks regarding the determination of whether the material is in the public domain.
- 2.2 As provided by Australian law and by International treaties, copyrighted materials (e.g., images, text, and programs) may not be transferred or downloaded using Airwii Networks services without the permission of the copyright holder. Except as expressly permitted, materials under copyright may not be distributed to others. Copyrighted material may not be changed nor can the author attribution notices nor the copyright notices be modified.
- 2.3 Note that some materials available on the Internet are called "SHAREWARE." These materials may be downloaded and used, but they are copyrighted materials. The copyright holder usually gives permission to use the material for examination. If you choose to continue using the materials, the copyright holder requests that you register your usage and may ask that you pay a license fee.

Section 3 - Use  
of Services

- 3.1 Airwii Networks User accounts are for individual Users and the User therefore agrees not to share the password of the account. The User acknowledges that Airwii Networks will terminate the account immediately and without refund if the User does not comply.
- 3.2 Airwii Networks User accounts are for single access use only. Where a User account is used by more than one modem or other access method at one time, the User agrees to pay Airwii Networks the full casual rate for the duration of the time used by multiple access methods.
- 3.3 The User agrees to maintain a secure password to the Account. The User is responsible for all usage and related charges incurred by access to the Account using the nominated username and password. The User agrees to ensure that the password is not given to or used by anyone other than the Account Holder.
- 3.4 The User acknowledges that there may be a time delay from Airwii Networks accepting the Application and providing a Service. We are not and will not be responsible for any delays associated with the provisioning of a Service.
- 3.5 The User acknowledges this Agreement commences on the Service commencement date for the first Service you acquire from Airwii Networks and will continue until the termination of all services as per the Terms and Conditions of this Agreement.
- 3.6 The User agrees not to use any process, program, or tool via Airwii Networks services for guessing or otherwise obtaining the passwords of Users on Airwii Networks or other systems. The User agrees not to use Airwii Networks services to make unauthorized attempts to access the systems and networks of others.
- 3.7 The User agrees to use the Services provided by Airwii Networks as permitted by applicable local, state, and federal laws. The User agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.



- 3.8 The User acknowledges that Airwii Networks is a commercial entity. Airwii Networks may be used by Users to conduct legal businesses. These businesses should, however, not impinge upon the use of Airwii Networks Services by other Users. Airwii Networks Services should not be used to send unsolicited advertising or promotional materials (also known as spam) to other network users. Electronic mail and appropriate USENET newsgroups may be used in the conduct of legitimate businesses.
- 3.9 The User acknowledges that Airwii Networks may, at its sole discretion, disable or remove any material published on a Users web site that Airwii Networks deems inappropriate. Airwii Networks may also disable a site that is experiencing excessive usage as defined in section 1.6 of this agreement.
- 3.10 If we supply goods to you, you will receive the manufacturer's warranties that applies for the particular goods under the *Trade Practices Act 1974 (Cth)* and / or under state law.
- 3.11 If you have a complaint we encourage you to contact us immediately via phone, email or postage. All complaints should be reported to our dispute team, all faults should be directed to our help desk team. You must provide a detailed document to substantiate the complaint in order for us to investigate the matter. We will report the progress of the matter to you by your nominated email address.

Section 4 -  
Indemnification

- 4.1 The User agrees to indemnify and hold Airwii Networks, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss claim, judgment or damage. This indemnity includes, but is not limited to an indemnity against all actions, claims and demands (including the cost of defending or settling any actions, claim or demand) which may be instituted against us, as well as all expenses, penalties or fines (including those imposed by any regulatory body or under statute)
- 4.2 The User agrees to indemnify Airwii Networks for any expenses including, but not limited to:
  - a. attorney's fees and cost of litigation,
  - b. its licensors,
  - c. its contractors or their respective employees as the result of any and all use of User's account whether authorised or not authorised or as a result of the negligence,
  - d. wilful misconduct, or
  - e. breach of any of the terms of this Agreement by User, (including but not limited to claims, liabilities, losses, damages, judgement and costs),
  - f. disruption to User's telephone services during the installation of an ADSL Service
- 4.3 The Customer agrees to indemnify and hold harmless Airwii Networks from any and all claims resulting from the Customer's use of Airwii Networks services which cause damage to the Customer or a third party.
- 4.4 The User agrees to promptly notify Airwii Networks in writing of any claim of which it is obligated under this indemnity.
- 4.5 The User acknowledges and understands that the information available on the Internet contains unedited materials; some of which may be sexually explicit or offensive. The User understands that certain materials available through the Service provided under the terms of this Agreement may not be suitable for individuals under the age of





eighteen. Airwii Networks has no ability or authority to monitor or filter the material. Airwii Networks can make no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through Airwii Networks services is at the risk of the User.

Section 5 -  
Account Terms

- 5.1 The Account Holder is the person responsible for all charges accrued on the account.
- 5.3 The User acknowledges Airwii Networks subscriptions are paid for in advance. User may change the connection plan once every three months without incurring an administration charge, more frequent changes may incur an administration charge of \$5.50 per request. Changes to ADSL line transmission rates may incur a fee; all Wireless plan changes must be received in writing at least 30 days prior to the date of change and may incur a fee.
- 5.4 The User shall pay all applicable charges to Us by the nominated due date or within seven days of production of the invoice by Us except the initial registration fee which is payable along with the submission of a completed Airwii Networks Internet Access Application Form.
- 5.5 Prepaid Accounts must be paid in advance by cash, cheque or money order or PayPal. Service will not be active until full payment has been received. Airwii Networks will endeavour to notify the User via their nominated billing e-mail address prior to the expiration of the User's subscription. All pre-paid accounts are NON-REFUNDABLE. User must pay the invoice prior to the expiration of the account to avoid Service disruption.
- 5.6 The User agrees to allow Airwii Networks to bill the nominated credit card on each successive billing date for the monthly subscription fees and any incurred Excess Usage Charges without obtaining the Users permission for each specific charge. The User shall notify Airwii Networks of any changes in credit card details including a new card number or expiration date. If the payment is not honoured for any reason, Airwii Networks will try to contact the Account holder via its nominated billing email address. If an alternative billing arrangement has not been established, the account will fall into default. Airwii Networks reserves the right to suspend any Account in default and subsequent restoration of the account will be subject to a setup fee.
- 5.7 The User acknowledges full liability for any usage beyond their pre-paid subscription and agrees to pay Airwii Networks for any services used at the full casual rate for any usage in excess of their pre-paid or contracted entitlement.
- 5.8 Broadband customers using our dial-in services may be charged a surcharge in addition to their Broadband connection plan.
- 5.9 Airwii Networks maintains the right to terminate or suspend the Service for any unpaid or overdue invoice. Accounts in default are subject to an interest and/or administration charge of: 2% per month on the outstanding balance, or \$11.50 per month, whichever is the greater amount.

Termination or suspension of Service shall not relieve User from the obligation to satisfy outstanding invoices. In the event Airwii Networks utilises any third party to collect any unpaid amounts, User shall be responsible for the payment of all fees and costs in the collection of these sums.

- 5.10 Accounts that have fallen into default will be put into suspension and may not be used. The User accounts will continue to accrue charges while they are suspended.



- 5.11 Accounts that are in default can be restored once payment of the outstanding debt has been made in full. Office hours for the Accounts Department are between 9am and 5pm Monday to Friday (Canberra Time).
- 5.12 The User acknowledges that all plan changes take effect from the beginning of the following month and agrees to pay the new monthly rate from that time.
- 5.13 Some charges require billing before the service can be provided. These include set up charges, hardware charges for goods such as modems and handsets, and fees payable to third parties.
- 5.14 Refunds are provided via credit card. If a refund is required by other means than a credit card a Handling fee of \$10.00 will be applied.
- 5.15 Invoices are issued by electronic mail to the User's nominated billing email address. The User can request for invoices to be printed and posted for an additional charge of \$3.30 per invoice.
- 5.16 Airwii Networks reserves the right to backbill you at any time after these charges have been incurred.

Section 6 -  
Account  
Cancellation

- 6.1 Airwii Networks reserves the right to cancel the Service for any reason without prior notice if:
  - a. you Breach the terms of this Agreement or
  - b. your nominated payment method is refused or dishonoured or
  - c. you have provided us with false or misleading information.
- 6.1 Cancellation requests for Airwii Networks accounts must be received by email to [accounts@airwii.com.au](mailto:accounts@airwii.com.au) or in writing via \ postal service at Airwii Networks main office PO Box 400, Wallsend NSW 2287. Such requests must be received before the 28th of each month in order to be processed so that the User is not billed for the next usage period. The cancellation request must include the username and password of the account to be closed.
- 6.2 In no event, other than the wilful termination of an account by Airwii Networks, will any refund be given to the User.
- 6.3 All Airwii Networks accounts must be paid in full before Account cancellation will be considered complete.
- 6.4 With the exception of obligations under the Broadband Guarantee Program, Airwii Networks reserves the right to terminate any account at any time with or without cause or reason. In the event that Airwii Networks would choose to take this action the User understands and agrees that the Users only compensation would be a prorated refund for the current period that User has already paid.
- 6.5 All ADSL connections have a minimum contract period, which commences on the date of the application. If the Service is terminated before the minimum contract has ended you must pay out the remaining contract period.

Section 7 -  
Abuse of  
Services

- 7.1 Any use of Airwii Networks system resources that disrupts the normal use of the system for other Airwii Networks users is considered to be abuse of system resources and is grounds for administrative intervention.
- 7.2 Modification, alteration, reverse engineering, decompilation, disassembly or creation of derived works based on Airwii Networks proprietary installation software or associated setup utilities is an abuse of Airwii Networks services.





- 7.3 Personal dial-up unlimited accounts are for the unlimited usage of ONE person sitting at a computer using the service, and does NOT include leaving systems idle for excessive periods of time, leaving systems online for others' use as file servers, etc.
- 7.4 Airwii Networks Personal WWW pages are for personal use only. They may not be used for the advertising or promotion of a product, good, service, company, or person(s).
- 7.5 The User may not send unwanted or large amounts of e-mail messages, post commercial advertisements in USENET newsgroups, or make large numbers of article posts to inappropriate newsgroups (behaviour commonly referred to as "spamming") through Airwii Networks electronic mail or USENET news servers.
- 7.6 The User will not attempt to vandalize any portion of Airwii Networks or other systems connected to the Internet. "Vandalism" means any attempt to harm, destroy or disrupt the service in any manner. This includes, but is not limited to, hacking attempts, transmitting computer viruses, unauthorized use of User accounts, the execution of programs that result in unwarranted network traffic or server utilization which may or may not disrupt the network load, the transmission or execution of worms, Trojan horses or any other computer program code or data which may possibly damage or disrupt the system(s). If user has any question as to whether or not a computer program is hazardous or considered inappropriate, please contact Airwii Networks Customer Service at [support@airwii.com.au](mailto:support@airwii.com.au) prior to running or installing the program.
- 7.7 Use of profanity, sexually explicit language, or sexually explicit material on World Wide Web homepages stored in a Airwii Networks user account, or in electronic mail stored or transmitted through Airwii Networks computer systems is strictly prohibited. Any material that is adult in nature must be in compliance with appropriate federal, state or local legislation. Airwii Networks require the use of appropriate warnings and/or labelling systems in respect of Content which is likely to be considered unsuitable for minors according to the Classification Act and relevant Classification Guidelines, even though such content may not be prohibited or potential prohibited content.
- 7.8 Use of copyrighted materials without permission of the copyright holder on World Wide Web homepages stored via a Airwii Networks user account.
- 7.9 Violations of any of the Airwii Networks conditions of use are unethical and may be criminal offences. You are expected to report to Airwii Networks any information you may have concerning instances in which the conditions of use have been or are being violated. When Airwii Networks becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further unauthorized activity, Airwii Networks may suspend access to services to the individual account in question. Confirmation of violations may result in cancellation of the individual account and/or criminal prosecution. The account suspension may be rescinded at Airwii Networks discretion.
- 7.10 The use of abusive, threatening or menacing language towards any Airwii Networks employee, being verbally, in writing or by any other means is considered a breach of this contract and may also be cause for legal or police intervention.
- 7.11 Depending on the nature and the severity of the abuse, the user may receive an E-mail warning or have their account suspended by Airwii Networks without prior notice. If the misuse is unintentional, the suspension may be rescinded following discussion with Airwii Networks. If the misuse is intentional, the suspension may be rescinded at the discretion of the Customer Service Manager.

Occasionally, unintentional misuse is misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to the Customer Service



Manager.

- |   |   |
|---|---|
| Section 8 -<br>Disclaimer                 | 8.1 Airwii Networks makes no warranties of any kind, whether express or implied, for the services it provides. Airwii Networks also disclaims any warranty of merchantability or fitness for a particular purpose. Airwii Networks will not be responsible for any direct, indirect or consequential damages which may result from the use of its services including loss of data resulting from delays, non-delivery or interruption in service. While we take great care with information that you deposit with us we cannot and do not guarantee that all such information will reach its intended destination (including electronic mail) inside or outside our network.  |
| Section 9 -<br>Monitoring the<br>Services | 9.1 Airwii Networks has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Airwii Networks in its sole discretion believes that it is reasonable to do so. Reasons to do so may include: to satisfy laws, regulations, or governmental or legal requests; to operate the Service in its intended manner; or to protect Airwii Networks and its subscribers.  |
| Section 10 -<br>General                   | <p>10.1 These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The Customer's use of Airwii Networks facilities and / or services constitutes agreement to and acceptance of these Terms and Conditions.</p> <p>10.2 This agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the Australian Capital Territory (ACT).</p> <p>10.3 Each party irrevocably consents to the jurisdiction of the courts of the ACT and all other Australian courts, in connection with any action to enforce the provisions of this agreement, to recover damages or other relief for breach or default under this agreement, or otherwise arising under or by reason of this agreement.</p> <p>10.4 In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.</p> <p>10.5 Airwii Networks failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this agreement.</p> <p>10.6 Hardware purchased from Airwii Networks that is no longer required cannot be returned for a refund. This does not apply to hardware which is faulty.</p> |
| Section 11 -<br>Broadband<br>Guarantee    | <p>11.1 Airwii Networks Broadband Guarantee service has a contract period of 18 months from the time of connection.</p> <p>11.2 Broadband Guarantee Service is only available to those persons and premises outlined in the Broadband Guarantee guidelines<br/><a href="http://www.dcita.gov.au/communications_for_consumers/internet/broadband_for_consumers">http://www.dcita.gov.au/communications_for_consumers/internet/broadband_for_consumers</a>. This service, as specified in terms of price and speeds, is offered for a minimum period of three years.</p> <p>11.3 Your Account is activated when Airwii Networks accepts and processes Your completed Application Form. Some Accounts require a Provisioning period and activation occurs when Provisioning is complete.</p> <p>11.4 Ownership of any supplied Customer Premises Equipment (CPE) remains with Us.</p>  |



- 11.5 Airwii Networks agrees to participate in the Broadband Guarantee performance reporting regime required by DCITA for the life of the contract; except where exceptional circumstances apply (as agreed by DCITA) and agreement is reached with the customer to provide the service at a lower average data speed level.
- 11.6 Airwii Networks agrees to the Broadband Guarantee guidelines regarding performance requirements to data speed, service availability and reporting. We commit to provide a service with average data download and upload speeds of at least 60% of the Service's nominated peak speeds at least 75% of the time as measured according to a prescribed Broadband Guarantee testing schedule. We commit to the service being available at least 99.5% of the time, averaged over a quarterly period.
- 11.7 Airwii Networks will provide usage testing for the customer where applicable and usage information will be made available from us.
- 11.8 Airwii Networks will provide the customer the full information regarding any Broadband Guarantee service as required by DCITA.
- 11.9 Airwii Networks will not change these terms and conditions without prior written approval from the Department of Communications, Information Technology and the Arts (DCITA).
- 11.10 Customers agree, for the purposes of the Privacy Act 1988 (the 'Privacy Act'), to their Customer details being provided by Airwii Networks to DCITA and potentially other appropriate agencies for the purposes of Program administration, regulation and evaluation, and policy development.

Section 12 - Off-Peak Services  
(Where Applicable)

- 12.1 Off-Peak downloads are available to all Airwii Networks customers on a connection plan that has an included off-peak download allowance. Our off-peak period is between 12:00 midnight and 7am. The download limit specified on all plans that do not have an included off-peak download allowance is a total of the peak and off-peak usage amounts.
- 12.2 The time clock on our authentication server will be the sole clock source used to determine access times.
- 12.3 The time zone used will be Australian Eastern Standard Time (AEST) then Australian Eastern Daylight Saving Time (AEDST) during the period of daylight savings time in the ACT. All other terms and conditions still apply.