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ADSL TERMS & CONDITIONS

This document refers to the ADSL services provided by Telko Pty Ltd (Telko). Use of Telkos' ADSL services is subject to the standard Telko Terms and Conditions as well as the Terms and Conditions contained herein. Where there is any inconsistency, these additional terms and conditions override the standard Telko Terms and Conditions. Telko Terms and Conditions are revised from time to time - customers should check the Telko web site for the latest version.

By applying for the ADSL Service and if accepted by Telko, the end-user (hereafter referred to as "you") is entitled to access the Internet via the Service provided by Telko and you agree to be bound by the Telko [Terms and Conditions](#) including the [Acceptable Use Policy](#). Telko does not warrant that your access to the Internet will be uninterrupted or error free.

PROVISION OF SERVICE

- The ADSL service provided by Telko is an end to end service connecting a suitable analog copper service, via ADSL protocols, to Telko, and thereby to the Internet.
- ADSL is only available as an overlay on an existing, operational, telephone service using the copper local loop. ADSL services will be terminated if the telephone service on the same physical line is terminated for any reason.
- The setup and monthly recurring charges are for the provision of the access and the data. They do not include hardware, or costs for hardware, related to the purchase, maintenance, repair, or insurance, of ADSL termination equipment on the customer's site. Such equipment is purchased, maintained and operated by you, and remains your property beyond the termination of any Internet access agreement with Telko .
- You may only connect ADSL equipment to the phone line used for the service if all telephony equipment on your line at the same time as the ADSL device will be isolated from ADSL interference by installation of an ADSL line filter or splitter.
- Any transmission speeds referred to by Telko for ADSL services refer to the maximum theoretical throughput speed achievable with the service under ideal conditions. You acknowledge that the actual achieved speeds may be lower than the theoretical speeds for a variety of reasons. These reasons include, but are not limited to:
Network congestion;
Phone line interference;
Internet congestion;
Errors in configuration of customer equipment.
- The ADSL services may be unavailable on some phone lines due to the presence of 'technology blockers' such as matching transformers or 'pair gain' systems.
- At the phone line provider's discretion, the service may be withdrawn due to 'network modernization' which may lead to the removal of a continuous copper path between the exchange DSL access equipment and your premises.
- Certain additional services active on the telephone line may preclude the installation or operation of ADSL until or unless those services are removed from the line.
- Your telephony provider may withdraw the service without explanation upon the delivery of three months notice to Telko, and in such circumstances Telko may need to cancel the ADSL service.

INDEMNITY

1. Tools provided by Telko and used to indicate service availability are a guide only and must not be relied upon as a commitment to provide service to a particular physical location.

2. Due to limitations placed upon Telko by telecommunication providers, the service is not guaranteed to work, and there is no timeframe guarantee for the restoration of a service should it fail.
3. Other limitations and conditions placed upon Telko by our providers require that you acknowledge that Telko can only supply ADSL services over what is defined as a "Qualified Pair", where a telephony provider supplies operational standard telephone services over the same Qualified Pair, and accordingly:
You warrant to Telko that you as the End User to whom Telko provides services using an ADSL service over a Qualified Pair are the same End User to whom your phone service provider supplies a standard telephone service using that Qualified Pair;
Telko will only provide the ADSL service to you for so long as you continue to acquire that standard telephone service from your provider using that Qualified Pair;
Where you cease to acquire a standard telephone service from your provider using that Qualified Pair, Telko has the right to terminate the provision of the ADSL services over that Qualified Pair.
4. Telephony providers impose the following limitations upon the service in their contractual arrangement with Telko and its agents and requires us to impose these limitations upon its customers. You release and indemnify both your telephony provider and Telko from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of an ADSL service):
Disruption in the delivery of telephone services;
Cancellation of the ADSL service for any reason;
Suspension of the provision of the service to particular Internet Protocol (IP) addresses;
Cancellation of, or refusal by your telephony provider to provide, services deemed by your provider to be incompatible with the provision of ADSL on the analog line;
Possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.

YOUR OBLIGATIONS

1. You agree that you will not interfere with normal operation of the service or any facility, or make either unsafe.
2. You will allow your telephony provider or Telko (as applicable) safe access to the customer premises if required in order to inspect or test a facility that may be causing interference or danger, and as required by your telephony provider or Telko (as applicable) in connection with the provision, maintenance and repair of the service or any related facility.
3. You will ensure that your provider or Telko (as applicable) is provided with sufficient and timely access to the customer premises to enable your provider or Telko (as applicable) to provide the service.
4. You will permit your provider or Telko (as applicable) to modify any facility or equipment to avoid danger if requested by your provider or Telko (as applicable).
5. You acknowledge that the installation of an ADSL service may cause temporary disruption in your standard telephone services.
6. You acknowledge that the prior existence of, or the subsequent installation of a monitoring service may cause temporary disruption in your ADSL service:
You further acknowledge that the installation of equipment such as central splitters and network termination devices may be required in such circumstances and that the cost of such devices and their installation will rest with you.
7. You acknowledge that the availability or performance of the service and components of the service may vary, and an individual service may not be provided, depending on the available capacity of, the geographic location and technical capability of, or other technical matters affecting, the relevant networks at the time at which a request for service is made or the time at which a service is delivered.
8. If you do not own control or have access to the premises in which the service is delivered, you must: Procure for your provider or Telko (as applicable) all such access to the premises as may be required by your provider or Telko (as applicable).
Indemnify your provider or Telko (as applicable) against a claim by the owner or occupier of the service premises, or any other person, in relation to your provider's or Telko's (as applicable) entry onto those premises.
9. You will direct all service and performance queries related to the service to Telko, and not to your provider. Calls regarding the ADSL service made to your provider will incur a \$66 penalty charge which you agree to pay.

TERMINATION & CHANGES

1. If termination is within contract term of ADSL service commencement then a termination fee is charged. Check the plan package detail.
2. A change in plan of an ADSL service, not access speed, is available and a service charge of \$49 is applicable where plan is downgraded.
3. A change of physical address of an ADSL service is deemed to be a termination and a new service connection.
4. 14 Days notice is required in all cases to finalize ADSL Accounts without exception.
5. 14 Days notice is required in all cases where ADSL Accounts are churned to other ADSL providers without exception.