



Standard Form of Agreement

Dreamtilt Terms and Conditions

These Terms govern the supply of our Services and any Wireless Receiver / Router / Modem or other associated equipment you buy from us. Our Acceptable Use Policy (AUP) will also govern your use of our services, including DreamMail. If you buy your modem or other equipment from us you will also be bound by the terms and conditions governing our online shop.

Your use of our Services, which are described in 2 and 3 below, indicates your acceptance of these Terms, and has the same force and effect as if you had actually signed these Terms. You are not entitled to open an account for activation of our Services unless you are at least 18 years old.

We may monitor your account to ensure that you are complying with these Terms. We will comply with our Privacy Policy if we do. We may investigate any alleged misuse of the Service and may involve police or other law enforcement agencies in doing so without notice to you. We will cooperate with law enforcement agency investigations that may involve disclosures of information in response to legally issued notices. We are also obliged to allow law enforcement agencies to monitor and intercept communications using our Services.

If our monitoring of your account or an investigation by a law enforcement agency demonstrates that you are in material breach of these Terms (i.e. a breach which is serious, in all the circumstances), we may terminate your account in accordance with 23 below. Please note that breaches of the Acceptable Use Policy (AUP) may also result in suspension or termination, as explained in the AUP.

Understanding These Terms

In these Terms: 'you' and 'your' mean the customer; we, our and us mean Dreamtilt Pty Limited; and our 'Services' means the provision of wireless always-on fast internet and broadband services we have agreed to provide to you under the plan you have chosen (ie a Dreamtilt service plan).

Our Services

Our Services use line-of-sight and non-line-of-sight wireless technology, providing fixed wireless always-on fast internet and broadband access to you up to the speed and usage limit (download volume) specified in your nominated plan.

Details of each plan we offer are available on our website. Also, you can purchase additional features from us that complement the Services, subject to the terms and conditions governing the supply of those products as featured on our website.

We will provide our Services to you in accordance with these Terms, using reasonable skill and care. We will also ensure that the Services do everything we say they will do as far as it is reasonably within our power to do so.

Our Email Services include anti-spamming and anti-virus technology to help protect you from unwanted spam emails in any email account that we provide to you. We recommend additional protection by the use of anti-spam and anti-virus programs installed on your computer system.

You also acknowledge that any material that you make available using the Services is your own responsibility and that we accept no liability for any such material. You indemnify us against any liability in relation to this material. You also acknowledge that we do not vet or approve any information or material available through the Services. You must ensure that use of the Services that are accessed through your access information does not expose any minor to material that is unsuitable for minors. You must also comply with any rules imposed by any third party whose content or service you access using the Services.

You must not re-sell or attempt to re-sell the Services, unless you have explicit written permission from us to do so.

Changing Your Plan

We want our customers to enjoy as much flexibility as possible, and other than during your first month we will allow you to change your plan to a higher or lower speed or usage level plan at any time you like once during any billing month. You don't have to wait for the end of your billing month to make a change to your plan. You can change your plan once per billing month (except for the first month). When you change your plan, we will give you a pro-rata credit for monthly access charges already incurred under your previous plan, and we will apply a pro-rata debit for access charges relating to your new plan for the remainder of the month. However, within a billing month, you cannot move to a plan with a usage allowance below the usage you have already accumulated in that month. In other words, you have to pay for what you have used.

If you join up on a plan with a fixed term contract, and you upgrade to a plan without a contract term, you will still be bound by the term of the contract for the plan you joined up on for the remainder of that original term. Business and Industrial plans 1Mb or greater may not be downgraded until the end of the contract period. At any time during the Business and Industrial plan contract period, the customer may increase the speed or data amount of their plan for the remainder of their contract period with no penalty fee.

Also, if you purchase additional features through our website, and then decide you don't want them, you will have to pay for them for at least a month - unfortunately we can't refund the charges for additional features deactivated during a billing period.

If you use our On Hold plan while you are on a fixed term contract, the term of your contract will be extended by the number of days you are on hold.

Accessing Our Network

You should be able to receive our Services when the wireless receiver is within the operating range of our network. We use the service address information you give us when you buy a wireless receiver to check whether you fall within our network area, and whether we can provide our Services to you. Unfortunately, we can't absolutely guarantee you the availability of our Services in advance, as there may be places within our network area where a customer cannot receive the Services, because of unusual terrain or other

environmental circumstances. We can perform an installation at your premises for an additional cost nominated on our website. If we cannot achieve a connection during the install, no charge will occur.

For self installs we will give you a full 14-day money back guarantee. If within 14 days of purchase you find you cannot receive our Services we will give you a full refund of the purchase price of the receiver supplied by us if it is returned in its original condition and original packaging. Alternatively you may wish to call us to perform a test for a nominated fee which is listed on our website.

Availability of Our Services

We try to make our Services available to you within our network area at all times but sometimes availability is affected by factors outside our control such as prolonged interruptions to city power supplies. Speeds may be affected by environmental factors or by the volume of traffic the base station to which you are connected is experiencing. For this reason we can't guarantee that our Services will be available to you at all times; or that speeds won't vary from time to time. It may also be necessary to interrupt our Services occasionally in order to upgrade or maintain them. Should we need to interrupt our Services we will:

1. When ever possible conduct maintenance or upgrades between 1AM and 6AM Eastern Standard Time;
2. If possible tell you in advance by at least 5 days (via email or our website) if our Services will be unavailable due to maintenance or any other foreseeable reason; and
3. Restore disrupted Services as soon as possible.

Business and Industrial customers may be entitled to a rebate as outlined in our Service Level Agreement and their service schedule.

Investigation of Faults

Dreamtilt will investigate the problem and determine if it is a fault with the Dreamtilt service. We will not provide fault restoration for network problems at the clients end. Faults with the client's wireless modules are not covered by Dreamtilt and are the responsibility of the owner. We will notify you in the event we determine the fault is at your wireless unit. A fee may apply to replace / service / or reposition a wireless unit at the clients service address.

Charges for Services

We offer different fee structures for the provision of the services and you are liable for the fees applicable to any services you acquire, as specified in each Application and/or each applicable Service Schedule. If you acquire ongoing services from us, a regular invoice/statement notification will be delivered via electronic mail. All Charges (unless otherwise provided in an applicable Application or Service Schedule), except any Charges for excess usage or specified non Internet or services, are payable in advance and must be paid prior to the supply of the Supplies and prior to each recurring service date (as applicable).

All accounts must be paid within twenty eight (28) days of invoice. Any account that is outstanding beyond twenty eight (28) days is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we will without notice be entitled to recover any Goods supplied for which payment has not been made in full (in the event that we did not require advance payment for those Goods) and/or suspend your access to the services and/or the provision of the other services until all outstanding monies are paid in full. We may also as well require you to pay us interest on any monies owing to us at a rate equivalent to the prime rate charged for bank overdrafts by our current bankers at that time, that interest to be computed from the date on which the relevant payment was due until all outstanding monies have been paid in full.

Where you request us to invoice amounts owing under this Agreement to a nominated credit card:

1. You will operate the credit card within terms and credit limits set in order to pay your account in full;
2. You will give us the authority to complete and sign on behalf of yourself, all necessary forms and documents to facilitate payments from the relevant bank, or other financial institution;
3. You agree to remain liable to us for all amounts owing to your account consequently billed to your credit card until all amounts outstanding have been paid in full; and
4. We can charge you a credit card payment processing fee.

The amounts payable by you to us for, or in connection with, the services supplied under this Agreement will include any GST payable. We will provide you with invoices in the form of tax invoices.

Login Details

We will provide you with unique login details to access your account. The IP (Internet Protocol) address allocated to you may be different each time you access our Services. It is not possible to retain your login (username) for later use if your service is cancelled.

Equipment

To access our Services you will need our wireless broadband unit, which you can buy or rent either directly from us or from one of our participating retail partners. If you buy a wireless unit from another supplier it is your responsibility to ensure that the modem can be used to access our Services. Services will only be available once you select a Dreamtilt access plan and have signed up to a contract.

When you buy a wireless unit from us:

- a. risk in (responsibility for) the wireless unit passes to you as soon as you receive it, and title (full ownership) passes to you on payment in full;
- b. the wireless unit and equipment it comes with are covered by a repair and replacement warranty against all manufacturing faults for 12 months from the date of purchase unless it is a refurbished modem*, in which case the warranty period is 6 months;
- c. your warranty rights in (b) above:

- i. are in addition to any non-excludable rights, conditions or warranties implied by law, including those under the Trade Practices Act 1974 (Cth); and
- ii. will no longer apply if your contract with us is terminated for any reason;
- d. your warranty is as set out here: all other rights, conditions or warranties relating to the wireless unit are excluded;
- e. we reserve the right to update software in your wireless unit to offer additional features and functions or to improve the performance of the wireless unit to best match the performance of the Dreamtilt network. Under most circumstances upgrades will be done over the air and you won't have to do anything but leave your modem switched on. We will give advance notice of upgrades. You won't have to pay for them;
- f. in the unlikely event that your wireless unit needs servicing outside the warranty period, we can arrange that for you at your cost.

Refurbished modems are "as new" modems, which may have been used for testing or demonstration purposes, or may have been returned by customers who were outside our coverage area. The modems have been checked, tested and re-packed.

Upon the termination or expiration of this Agreement for any reason, you must provide us (and any person nominated by us) with access to each Site in order to remove any Dreamtilt Equipment.

You agree to allow or procure for us (or any person nominated by us) safe, sufficient and timely access to any premises as required in connection with the provision, inspection, testing, maintenance and repair of the Services or any equipment used in the provision of the Services; and permit us (or any person nominated by us) to modify any equipment used in the provision of the Services if we consider it necessary to do so. If you do not own control or have access to premises which must be accessed in connection with the provision of the Supplies, you must indemnify us (or any person nominated by us) against a claim by the owner or occupier of those premises, or any other person, in relation to entry onto the premises by us (or any person nominated by us).

Termination of Services By Us

We may terminate any services to you if:

1. You are in breach of this agreement and policies
2. You have provided false or misleading information
3. Your payment method is refused or dishonoured
4. If we discover you are a minor
5. We believe that you are or about to become in jeopardy of becoming insolvent
6. You being in a partnership dissolves / separates
7. You (as a person subscribed to the service) dies
8. Cease conducting business with us in the normal manner

Otherwise we may terminate the Agreement for any reason on 30 days notice in writing to you in which case we will provide you with a refund in respect of any services paid in advance but have not been supplied by us.

Cancellation By You

You may elect to terminate services with us at any time by notice in writing to us provided that:

1. Notification of the service to be cancelled is forwarded in writing providing at least 30 days notice
2. You will be liable for all outstanding debts incurred prior to termination of the service
3. You must pay any Early Termination Charges if the service is cancelled before the end of the contract term under a contract term service

Technical Support

Our Services include technical support services during commissioning of the Services. Once you have successfully connected to the Internet through us and/or gained any additional Services you have purchased from us, we have fulfilled our support obligations to you. Additional support may be provided, although it may be at an additional cost to you in the event that the reported problem is due to faults in your software or hardware. We cannot provide free support for faults that are outside our system or that do not relate to the Supplies.

Force Majure

No party is liable for any failure to perform or delay in its performance of its obligations under this Agreement if the failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days the other party may terminate this Agreement with immediate effect by giving notice to the party. This Clause does not apply to any obligation to pay money.

Changes to this Agreement

We may at any time in our discretion change this Agreement, however we will not make a variation that would cause you material detriment without: including a notice on, or with, your next invoice or statement, or sending a separate notice to you, giving details of the effect of the variation, 21 days before it takes effect.

Dreamtilt Privacy Policy

Commitment to privacy

Given the sensitive nature of some information that Dreamtilt's clients are required to provide, Dreamtilt is committed to protecting the personal information it collects. This document sets out how Dreamtilt will manage your personal information.

Collection

Dreamtilt may collect and hold personal information about you such as your name, address, phone number, email address, credit card number, credit card expiry dates, information about your browser, operating system type and confirmation you are over 18, and other information that is relevant to providing you with the services you are seeking. If you are a Dreamtilt customer, we may ask you for your user name, password, driver's license number, date of birth and mother's maiden name for the purpose of identifying you over the telephone. We also hold details of the services we provide to our customers, such as usage details.

The personal information that Dreamtilt collects and holds about you depends on your interaction with Dreamtilt. Generally, Dreamtilt will collect and hold your personal information for the purposes of:

- » providing you with the services you are seeking;
- » contacting you about the services on our site for which you have expressed interest;
- » rendering accounts to you for the provision of our services;
- » to contact you in the event that is necessary;
- » to reward our affiliate who introduced you to our services;
- » to administer the Dreamtilt website and to gather statistics;
- » to provide you with information about other services that Dreamtilt offers that may be of interest to you;
- » facilitating Dreamtilt's internal business operations, including the fulfilment of any legal requirements;
- » analysing Dreamtilt's services and customer needs with a view to developing new and/or improved services; and
- » reviews and testimonials for our website

Personal information will generally be collected by Dreamtilt directly from you through the use of registration forms on Dreamtilt's website, Dreamtilt's resellers or over the phone. There may, however, be some instances where personal information about you will be collected indirectly because it is unreasonable and impracticable to collect such information directly from you. We will usually notify you about these instances in advance, or where it is not possible, as soon as reasonably practicable after the information has been collected.

Upon accessing our website, Dreamtilt may collect additional personal information about you in the form of your IP address (that is, the single numerical address for your computer on the internet, which consists of 4 consecutive numbers ranging between 0 and 255) and/or domain name (that is, the textual address for your location on the internet which corresponds to your IP address, which the internet computers can read).

Also, Dreamtilt's website may use cookies. A cookie is a piece of data stored on the user's hard drive containing information about the user. We use cookies for some technical purposes such as storing your details so you will not have to enter it manually when accessing our service or some areas of our website.

The main purpose of cookies is to identify users and to prepare customised pages for them. The information collected by cookies is sent to your webbrowser which stores it for later use. The next time you go to the same website, your webbrowser will send a cookie to the webserver. The webserver can then use this information to present you with customised webpages. So, for example, instead of seeing just the generic welcome page, you might see a welcome page with your name on it. Cookies do not identify you personally, but they may link back to a database record about you.

If you register on Dreamtilt's website, Dreamtilt will then link your cookie back to your personal information details. Dreamtilt uses cookies to monitor the usage of Dreamtilt's website and to create a personal record of when you visit Dreamtilt's website and what pages you view, so that Dreamtilt may serve you more effectively.

We only collect personal information by lawful and fair means and not in an unreasonably intrusive way. We do not collect any 'sensitive information', such as information relating to your race, political opinions, membership of a political association or trade association, religious beliefs or sexual preferences.

When we collect personal information we take steps to ensure that you are made aware of what information we are collecting, how that information is used and to whom it is disclosed. We do this by displaying a link to this **privacy policy and collection statement** wherever we collect information.

If the personal information you provide to Dreamtilt is incomplete and/or inaccurate, Dreamtilt may be unable to provide you, or someone else you know, with the services you or they are seeking.

We do not collect information from children

To sign up to a Dreamtilt contract and select a plan, you must be at least 18 years old. In all other cases, for example if you use the Contact Us form, no information may be submitted to us by persons under the age of 13 without the consent of a parent or legal guardian.

Use and disclosure

Generally, Dreamtilt only uses and/or discloses personal information about you for the purposes for which it was collected as set out above. Although, Dreamtilt may disclose personal information about you to:

- » a credit card processing company to which bill users for goods and services obtained through the Dreamtilt website;
- » companies acting as Dreamtilt's agents in providing Dreamtilt 's services to you;
- » a purchaser of the assets and operations of Dreamtilt's business, providing those assets and operations are purchased as a going concern;
- » its related entities;

Security

Dreamtilt stores your personal information in different ways, including paper and electronic form. The security of your personal information is of the utmost importance to Dreamtilt. Dreamtilt takes all reasonable measures to ensure that your personal information is stored safely to protect it from misuse, loss, unauthorised access, modification or disclosure, including electronic and physical security measures.

Your credit card details

All your credit card information is transmitted to our secure server through a multi-layered encryption mechanism so that no-one can intercept or tamper with your information as it passes over the Internet. We frequently review and update our security systems to ensure that your credit card details are afforded among the best standards of protection available.

Identifying yourself over the phone

So we can ensure that you are who you say you are, if you contact us by phone, we will ask you to provide identifying information such as your user name, password, mother's maiden name and driver's licence number. If you are unable to provide this information, we may not be able to provide the service you require.

Access

You may access the personal information Dreamtilt holds about you upon making a written request. You can also view and change any personal details you have provided online in your Dreamtilt account at any time.

If, upon receiving access to your personal information or at any other time, you believe the personal information Dreamtilt holds about you is inaccurate, incomplete or out of date, please notify Dreamtilt immediately. Dreamtilt will take reasonable steps to correct the information so that it is accurate, complete and up-to-date.

Links to other websites

Dreamtilt's website may contain links to other websites. Dreamtilt is not responsible for the privacy practices of linked websites and so linked websites are not subject to Dreamtilt's privacy policies and procedures.

Updates

This Privacy Policy may be updated by Dreamtilt from time to time.

What to do if you think we have made a mistake

We are committed to the protection of your privacy and our policies, processes and systems have been developed with this intent. However, errors do occur sometimes. If you think we have not lived up to our commitment, we invite you to contact us.

Our objective is to respond to any complaint within 7 days. Where we have not met our privacy commitments, we will apologise and take reasonable action to correct the practice or omission which led to the error. If we cannot resolve your concern to your satisfaction, you can refer the matter to the Privacy Commissioner on 1800 023 985.

Feedback

If you have any queries or are concerned about Dreamtilt's Privacy Policy or the way in which Dreamtilt handles your personal information, please contact Dreamtilt-

admin@dreamtilt.com.au

Phone: 1300 306 126

Fax: 1300659 833

PO Box 7073, Gladstone. Qld. 4680.

Dreamtilt Acceptable Use Policy

Introduction

Selecting a plan, signing up for your contract with Dreamtilt and using our Service indicates your acceptance of this Acceptable Use Policy (AUP), and has the same force and effect as if you had actually signed an agreement to comply with the AUP.

In the AUP 'you' and 'your' mean the customer; 'we', 'our' and 'us' mean Dreamtilt Pty Limited; and 'our Services' means the provision of wireless fast internet and broadband services we have agreed to provide to you under the plan you have chosen.

You are also bound by our Terms and Conditions, which contain definitions of some of the terms used here. Please make sure you read them as they also contain some rules about usage. Please also check the FAQs if you have any doubts about usage. Certain areas of the site and facilities available also have their own rules, such as 'hot spot' areas. You should also check the rules for using them.

If in our opinion you fail to comply with this AUP we may suspend your access to our Services. If you repeatedly fail to comply, we will terminate your access to our Services. We will notify you if we do either of these things. If we terminate your Services for breach of this AUP, you may be required to pay a cancellation fee if your termination date is before the end of your agreed contract term.

If we think it necessary, we may monitor the conduct of your account to determine whether this policy is being followed.

This AUP is not completely comprehensive. If you use our Services in any way which we reasonably determine is illegal or detrimental to the Dreamtilt network, our Services or any of our customers, we reserve the right to suspend or terminate your access without notice.

What you cannot use our Services for

You must not use our Services, attempt to use our Services or allow anyone else to use our Services using your account, in any of the following ways.

You mustn't do anything which:

- a) Results in you or Dreamtilt **breaking the law** or being involved in breaking any law, order or regulation (including a foreign law, order or regulation such as international data protection and copyright laws), or a mandatory code of conduct. For example, you mustn't illegally copy other peoples' copyright material and illegally use or distribute it;
- b) Results in, or could result in, **damage to property or injury to any person** or harasses, menaces or stalks people;
- c) **Puts children at risk** by enabling a child to access material inappropriate for a child or by you establishing (or trying to establish) inappropriate contact with a child;
- d) Unlawfully incites **discrimination, hate or violence** towards one person or group, for example because of their race, religion, gender, sexual preference or nationality;
- e) Involves you engaging in any **illegal business practices**, misleading or deceptive business or marketing practice, or which involves providing or promoting an illegal pyramid selling scheme or unlawful **gambling** or gaming activities;
- f) **Interferes with the rights of other people**, that is you send, display or are otherwise involved in material which is obscene or defamatory or which is offensive or abusive; which infringes Dreamtilt's or any other person's rights (including intellectual property rights such as copyright, and moral rights); or which constitutes a misuse of Dreamtilt's or any other person's confidential or personal information.

What you cannot use our Services to do

You are not allowed to access our network for any purpose other than to use our Services in accordance with this AUP and your contract with us for our Services under the plan you have selected.

You mustn't interfere with the proper operation of our Services or any part of Dreamtilt's network or systems.

You must not use our Services or attempt to use our Services or allow our Services to be used by anyone else:

- a) to send, or in any way be involved in sending, spam. Spam means unsolicited emails usually in bulk. You must comply with the Spam Act 2003 (Cth);
- b) in connection with any virus, Trojan horse, worm, cancelbot, time bomb or activity including a Denial of Service attack, that is designed to provide or allow unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Dreamtilt's or anyone else's);
- c) to access or use, or attempt to access or use, Dreamtilt's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
- d) to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or
- e) to manipulate or bypass Dreamtilt's content usage limits.

Dreamtilt user email accounts have a maximum capacity of 20MB and we will not transmit any single email greater than 8MB in size.

Restricting your use

If in our opinion your use of the Service is so heavy at any time that it will adversely affect the quality of the Service received by other customers we may shape, slow or stop your access to the network.

A note about Spam

You must comply with the law regulating Spam (Spam Act 2003 (Cth)), including:

- a) you must include in each commercial message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you; and
- b) if you are notified that any recipient doesn't want to receive emails like that, then you must immediately comply with the notice.

We reserve the right to forbid you to use our Services for commercial emailing purposes.