



## Matilda Internet

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### Matilda Internet ADSL Terms and Conditions ADSL1

1. If you choose the 24 month contract period and you disconnect before this period, please note that you are liable to pay all the outstanding amount of payments.
2. In addition to Item 1 above (where applicable), an early disconnection fee applies if you disconnect this service within 6 months of installation, this is a cost of \$90, plus any outstanding payments.
3. ADSL is a continuous service, i.e. we are charged and you will be charged for ADSL every month, unless you tell us you don't want to use it anymore, which you can do by phoning Lynda on 49 530 711 when you want to terminate your service. Make sure that you get a termination number.
4. Payment is required in advance, in 3 monthly intervals, at least 1 week before payment is due. If payment isn't received by the due date, the ADSL account may be terminated, and another month's cost may be added to the account.

If the ADSL account is terminated another setup fee will be charged for setting up the account again.

Please note that this process may take several days processing time due to the carriers involved.

Payment must be made by credit card, but may be made by cash or cheque or direct deposit if paying 6 months in advance. Acceptance of the form of payment will be at the discretion of Matilda Internet.

5. Activation Date: Matilda Internet is informed by the carrier that your service has been activated after close of business on the day that it is activated. This means that we will contact you the first working day after the activation date and let you know.

The carrier's activation date is the date that is used for calculating monthly intervals, as that is when Matilda Internet is charged for service.

6. Activation of an ADSL service can take up to 10 working days, but in some occasions may take some months, due to paths not being available for your line.

Once you have signed this form the process of activating this service cannot be cancelled, and costs will be incurred as per this schedule, if you no longer require the service.

7. On occasions your request for ADSL services may be rejected due to service delivery difficulties, i.e. transmission losses etc. It may be possible however to get this service connected via other paths. Matilda Internet automatically requests the carrier to conduct this further investigation. This may take a few weeks longer. If you don't want this to happen please let Matilda know otherwise the service may be activated at a later date and costs incurred.

8. Matilda Internet recommends that all users install appropriate virus and firewall software, and/or hardware, to avoid costly downtime, repairs, and MB usage cost.

9. Matilda Internet reserves the right to temporarily or permanently disconnect a users account where that user is causing other Internet users problems. This may be due but not restricted to spamming, emailing or virus activities on the users computer.

10. The disconnection of the telephone number on which ADSL is connected does not necessarily result in cancellation of the ADSL service. Subscribers will need to ring Matilda Internet on 49 530 711 & ask for Lynda and get a termination number.

11. You may change from one ADSL plan to another by ringing Lynda on 49 530 711 and getting a change plan number. A change fee will be charged. This provision is not available to customers on 12 or 24 month contracts, unless approved by Matilda Internet and then only when you are changing to a higher plan.

12. **Avoid unexpected high usage costs. It is your responsibility to monitor your usage – Monitoring stats are available from the Matilda website. ([www.matilda.net.au](http://www.matilda.net.au))**

If you have any queries, please ring Leon at Matilda Internet on 49 530 711.

#### **Matilda Internet ADSL Terms and Conditions: (cont.)**

13. No statistics can be provided as to what port, services, or exact files downloaded are. Usage is provided in a total daily and monthly amount and is accurate and calculated by industry standards Cisco and radius systems.

14. Matilda Internet can't guarantee a 100% uptime. Unfortunately uptime is impacted upon by a number of factors outside Matilda Internet control.

#### 15. Equipment

Matilda Internet endeavors to keep a number of spare modems on hand and will replace your faulty modem with an exchange one, provided Matilda Internet sold you the modem, and the modem is under warranty. Most modems only have a 12 month warranty.

16. While Matilda Internet will always try to help you with support questions, in order to keep you connected it is your responsibility to ensure that your equipment is functional. We can provide support on a cost per hour basis if required.

17. These terms and conditions may vary at anytime and will be posted on the [www.matilda.net.au](http://www.matilda.net.au)

18. Any transmission speeds referred to by Matilda Internet refer to the maximum theoretical speed, under ideal conditions. Actual achieved speeds may be lower due to amongst other things, network congestion, line interference, Internet congestion and errors in configuration of customer equipment.

19. At any time our carriers may withdraw their service to Matilda Internet without any explanation, if this is the case we may need to cancel your ADSL service with us.

20. Due to limitations and conditions placed upon Matilda Internet by it's carriers, the ADSL is not guaranteed to work one hundred percent of the time, and while Matilda Internet will always attempt to restore services quickly, there is no time frame guarantee for the restoration of service should it fail.

21. You authorize us to draw on your credit card for payment of your account, as per the above conditions, until such time as your contract expires or you terminate your account with Matilda Internet.

22. You agree to be also bound by the Matilda Internet General Terms and Conditions found on the Matilda Internet Website.

23. You are over 18 years of age at the time of signing this contract.

24. If invoices need to be issued an accounting fee will be added to handle the cost of postage & production of the invoice. Fee is approx \$2

25. Any changes in Telco accounts for the ADSL number that you have specified may result in loss of service until the ADSL number is transferred to the new account, with additional setup costs. Please check with your telco provider before changing accounts.

26. Please note that freight costs are not included in this agreement, we usually use Australia Post for sending modems, either repaired or new. You will need to pay for the return of any faulty modem to Matilda Internet

27. Matilda will provide you with a modem where you have signed a 24 month agreement with us free of charge. If you leave Matilda that modem will remain the property of Matilda Internet and needs to be returned to Matilda. Warranties on modems are generally 3 years, after which you will be responsible for any repairs on that modem.

28. Interest will be charged on any outstanding monies due, as will any debt collection fees that apply.

29. Please note that ADSL is "installed" on your specific line, if you move premises or change telephone numbers or change ownership of the telephone account, additional charges will be incurred.

30. A \$5 late fee may be applied where insufficient funds exist on a credit card or account, per payment period.

32. New ON-PEAK periods as of 1/7/09 is 7:30am through to 1:00am Eastern Standard Time daily, new OFF-PEAK periods as of 1/7/09 is 1:00am through 7:30am Eastern Standard Time daily. This applies to all ADSL2 ULL, LSS and Naked DSL2 services unless specified otherwise from Matilda Internet in the form of a custom plan.

33. Matilda Internet peers with Internet Exchange providers such as Pipe Networks. It is possible that certain information may follow these alternative paths to the Matilda Network. Caching servers may also be used for some http traffic. Both of these methods are used to increase speed and performance that improves the end user experience. No content is tampered with in the process.