



## **Matilda Internet ADSL Terms and Conditions Wireless Broadband Internet**

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 ( e.g. 5 months remaining x monthly recurring access costs )
2. In addition to Item 1 above (where applicable), an early disconnection fee applies if you disconnect this service within 6 months of installation of \$99.00 applies.
  - a. Both incoming and outgoing data are counted towards monthly quotas. Excess will be charged at 15cents / megabyte thereafter.
3. Wireless Broadband is a continuous service, i.e. we are charged and you will be charged for Wireless every month, if you would like to terminate your connection please send written authority from account holder to [sales@matilda.net.au](mailto:sales@matilda.net.au) or 29 Gregory Street, Mackay, QLD, 4740.
4. Payment is required 1 month in advance, payment is required from and will be automatically deducted from a valid credit card nominated by account holder. If your credit has expired it is the responsibility of the account holder to notify Matilda or new credit card or make temporary payment arrangements while new credit card is arranged. If payment isn't received by the due date, the Wireless account may be terminated, and another month's cost may be added to the account and late fees applicable to reactivate the account.

If the Wireless account is terminated and the period of or greater than one month passes without contact another setup fee may be charged to reinstate the account. 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 , 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. 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. It is the responsibility of the client to establish whether there is adequate Optus 3G/2G reception in the area the service is to be used. Matilda will endeavour to supply as up-to-date coverage information as possible listed on the website and by the request of the client but Matilda is not responsible for any lack of service in a particular area.
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. Any additional downloads or uploads incurred that result in additional costs because of the presence of virus and spyware on a clients computer can not be refunded, the removal of any such malice software and the repair of a compromised system is the responsibility of the client.
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. Most peer-to-peer networks downloading is pirated software or media. If Matilda is made aware of any such activity of a client we reserve the right to disconnect the

client immediately and suspend the account without any refund. This is per government anti-piracy regulations.

10. You may change from one Wireless plan to another by ringing Lynda on 49 530 711 and getting a change plan number. A change fee may 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.
11. 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))
12. 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. Commercial & free software is available on [www.download.com](http://www.download.com) to monitor individual systems.
13. Matilda Internet can't guarantee a 100% uptime. Unfortunately uptime is impacted upon by a number of factors outside Matilda Internet control. Such circumstances are severe weather, network congestion and upstream network outages.
14. Equipment Matilda Internet endeavours to keep a number of spare modems on hand and will replace your faulty modem with an exchange one where applicable.
15. 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.
16. These terms and conditions may vary at anytime and will be posted on the [www.matilda.net.au](http://www.matilda.net.au)
17. Any transmission speeds referred to by Matilda Internet refer to the maximum theoretical speed, under ideal conditions. Actual achieved speeds maybe lower due to amongst other things, network congestion, line interference, Internet congestion and errors in configuration of customer equipment.
18. Due to limitations and conditions placed upon Matilda Internet by it's carriers, the Wireless 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 they fail.
19. You authorise 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.
20. You are over 18 years of age at the time of signing this contract.
21. 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
22. 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
23. 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. 29 Gregory Street. Interest will be charged on any outstanding monies due, as will any debt
24. A \$5 late fee may be applied where insufficient funds exist on a credit card or account, per payment period.

If you are unclear on any of the above terms & conditions please contact Matilda Internet to clarify on 0749530711 before signing contract.