## Legal

## Contains BarWeb legal information

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## Complaint Handling

You have a right to complain, and if you do we will deal with your complaint in a fair, efficient, objective manner a	ınd
through a transparent process.	
We strive to solve any problems you may have during your first contact with us.	

Our complaint handling process complies	s with the requirements o	of the Telecommunications	Consumer Protections
Code C628:2012 (TCP Code) and respon	nsibility for compliance v	vith the process lies with o	ur Chief Executive Officer.

We will not charge you for dealing with your complaint in most instances, and we will never charge you v	without
telling you first.	
We may charge you to recover our costs in very specific circumstances only, i.e. we may charge you wh	nere you

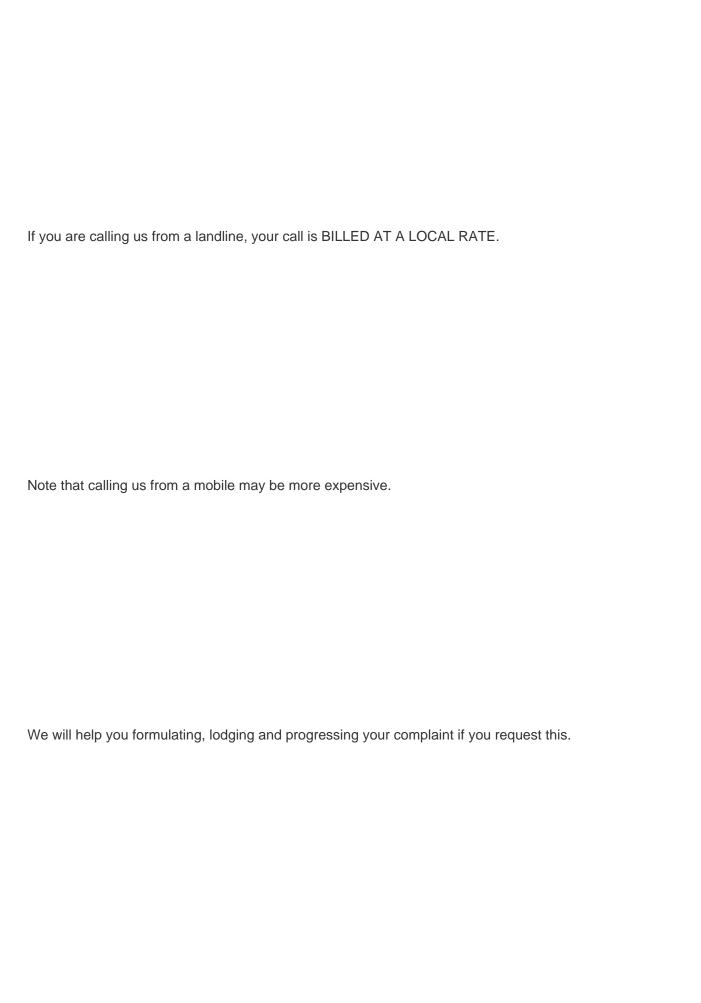
request information that was	collected more than two year	s ago or where you request i	nformation that is not free of
charge as per our Standard F	Form Customer Contract or o	ur Critical Information Summa	ary.
If cost recovery charges apply	y, we will tell you before char	ging you (and you may of cou	urse choose not to pay and

discontinue your complaint) and we will inform you about your options for external dispute resolution, e.g. the	
Telecommunications Industry Ombudsman (TIO).	

If you wish to complain, please contact us:

Phone	(07) 3292 0222	
Email	compla	aints@barweb.com.au

Our hours of operation are from 8:30am-5:00pm (Monday-Friday).

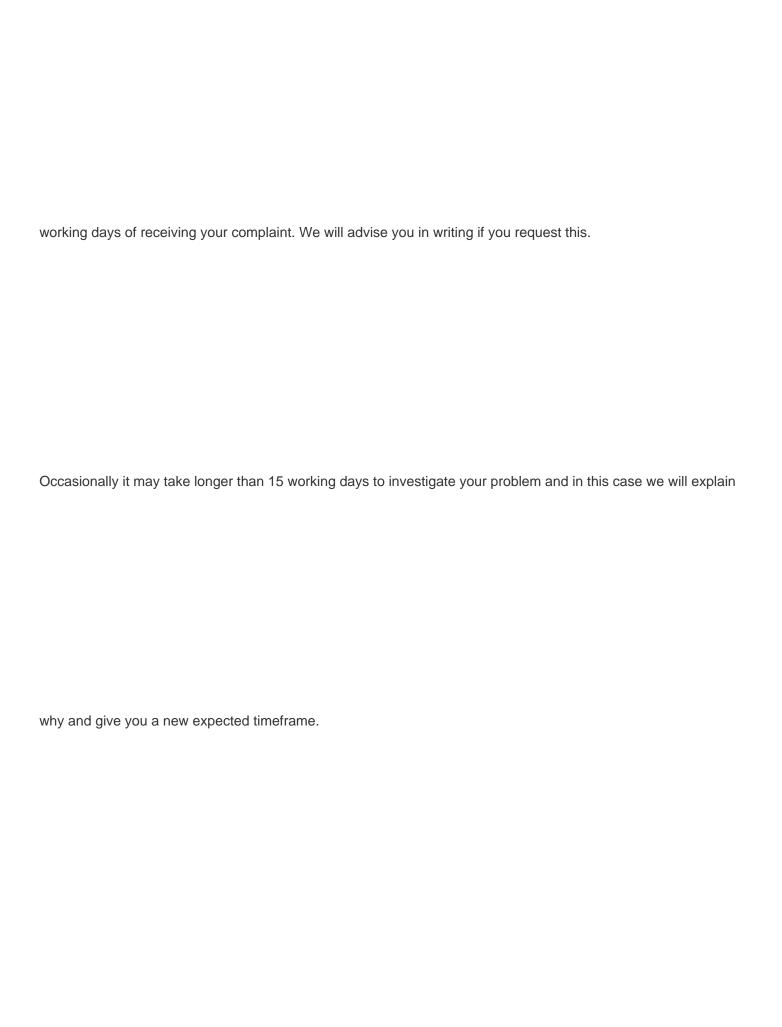




We will acknowledge your complaint immediately if you complained or talked to us over the phone, and within	ı 2
working days if you have lodged your complaint through any other channel including where you left a messag	je on
our answering machine (e.g. outside our office hours).	

When we acknowledge your complaint we will give you a un	ique reference number or similar to enable you to easily
follow up on your complaint. We will also give you an indicat	ive timeframe for resolving your complaint. You can
follow up on your complaint by calling (07) 3392 0219.	

Our goal is to always fix your problem during your first contact with us.
Sometimes this is not possible and we need to investigate the matter. We will then agree with you on how to fix your
problem (this may include waiving of fees or other commercial solutions) and advise you accordingly within 15



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We will not collect or attempt to collect an amount from you where the s	pecified amount is subject of an unresolved
complaint that has been with us.	
On resolution of the dispute. we will discuss with you when collection wi	Il recommence as per the terms of the

complaint resolution.	
We will advise of any collection of outstanding amounts on bills that are not in dispute on the same accounts.	count.
We will not inadvertently (or deliberately) sell or assign a debt of a disputed amount (that includes a dis	sputed

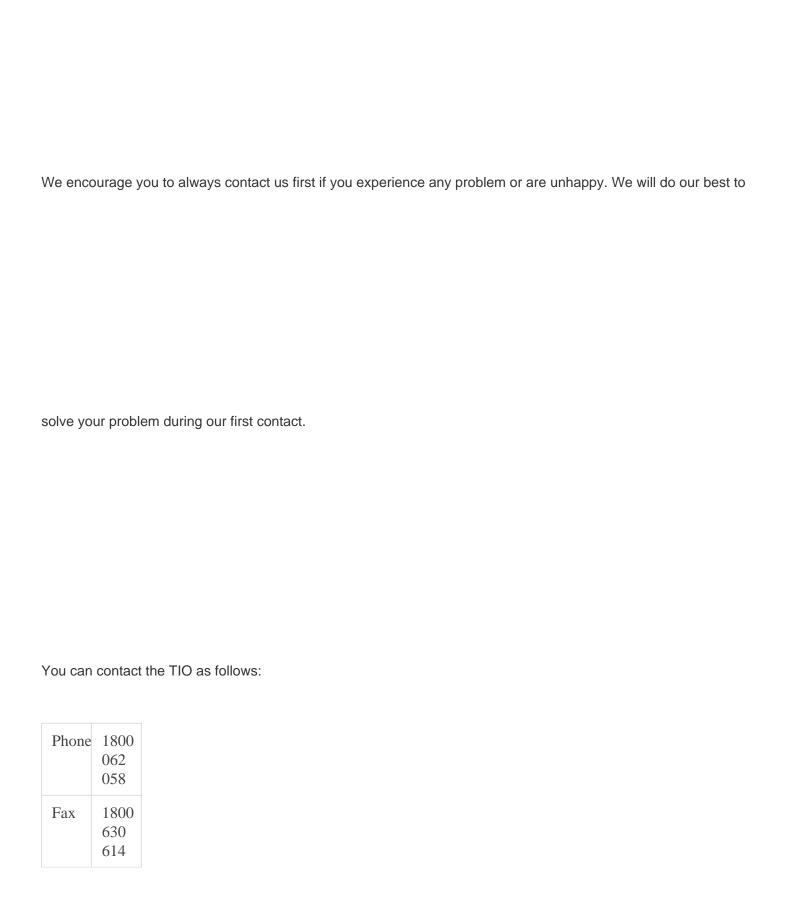
amount) to a debt collection agency,	and will ensure disputed a	amounts are not part of or	reason for a listing with a
credit reporting agency.			

Your complaint will be treated as urgent
<ul> <li>if you have applied for being in financial hardship under our Financial Hardship Policy and the issue you are complaining about directly contributes to the Financial Hardship you are experiencing, or</li> <li>if your service has been disconnected or is about to be disconnected and due process has not been followed, or</li> <li>if you are receiving Priority Assistance (e.g. because of a severe medical condition) for the service you are complaining about.</li> </ul>
In this case we will agree with you on how to address the issue and implement all required actions to fix the issue
within 2 working days. If there is a delay, we will explain why, provide you with a new expected timeframe, and if it is

a longer delay also inform y	ou about your options for ex	ternal dispute resolution su	ch as the TIO.

If you tell us that you are not satisfied with the complaint timeframes, its progress or the outcome or if you te	ll us
your complaint ought to be treated as urgent, we will escalate your complaint internally. If you are still dissat	isfied,
we will inform you about your options for external dispute resolution such as the TIO.	

We will never cancel	your service only becau	use you have contact	ed an external disput	e resolution scheme.



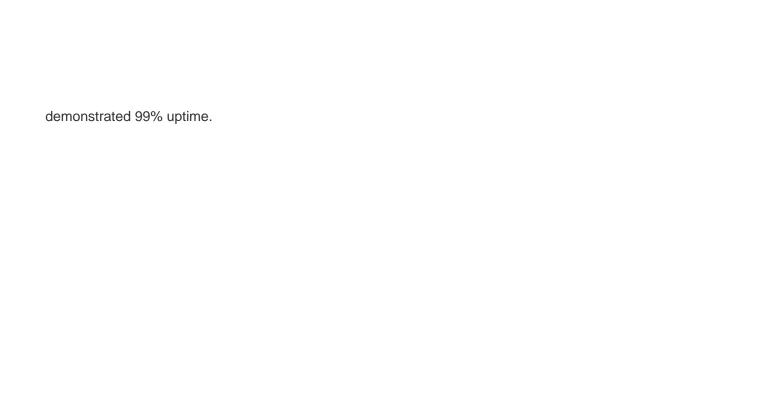
## Online http://www.tio.com.au/making-a-complaint

The services of the TIO are free of charge.

## **Critical Information Summary**

BarWeb is a managed Ethernet service and provides "private" connectivity between all BarWeb users and our dat	а
centre, with the added benefit of no "on-net" usage between BarWeb users. This service delivers low contention	
ratio, connection within two business days, no traffic shaping and no minimum contract time. BarWeb Connect	

includes high speed symmetrical services at 100 Mbps which provides fast download and upload and Intern	et
access, with all connections secured by the BarWeb firewall. Along with dedicated fibre access to customer	
buildings, BarWeb internet is highly available and delivers a true 24/7 service. This service is provided with	а



In addition to internet services, BarWeb also provides email services and offsite backup. Information on our bundling

services can be seen in the table below.

Builmanisheriet/Month
Heistrig and disposance
Situralle
(7Gb)

Hosteles - \$65
Bondle
(12Gb)

Hostelem- \$75
Platinula
(17Gb)

Hostelenous blo
Situralle
(7Gb)

Hastelenous blo
Situralle
(7Gb)

Biondle (12Gb)



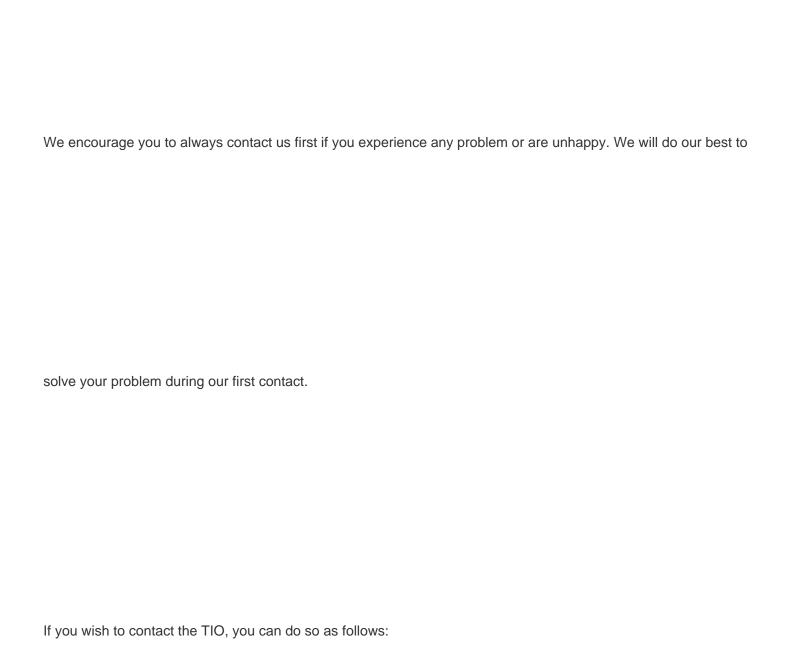


There is no additional charge upon meeting the usage allowance.	

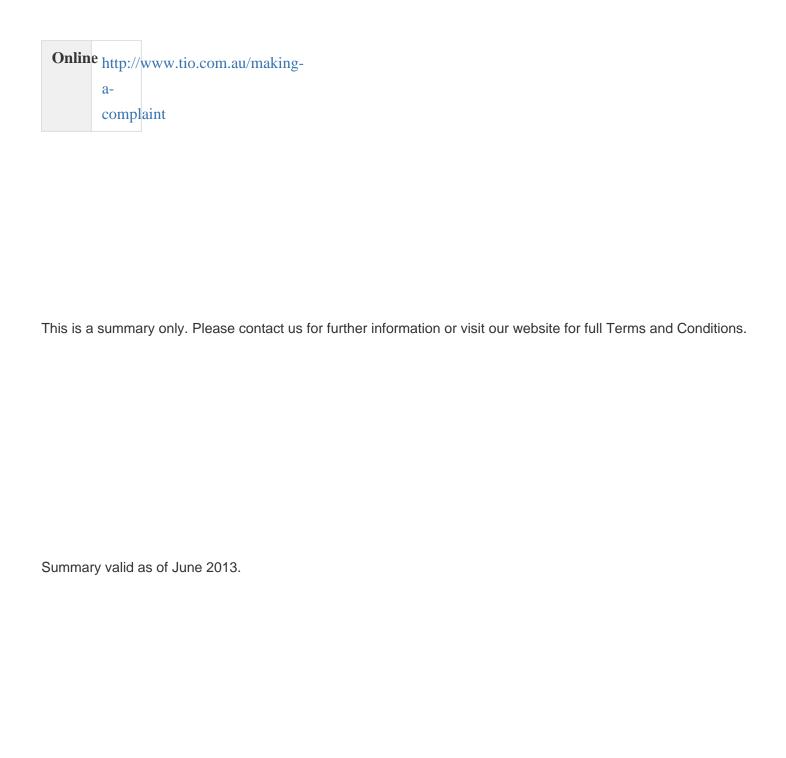


Please contact us by calling (07) 3292	2 0222 or by sending an email to	enquiries@barweb.com.au if you have any
questions or would like to give feedba	ack.	
We are committed to providing you w	rith excellent service. If you feel th	e service you received did not meet your

expectations, please em	nail complaints@barweb.co	om.au and a representativ	re will get in touch with y	ou.



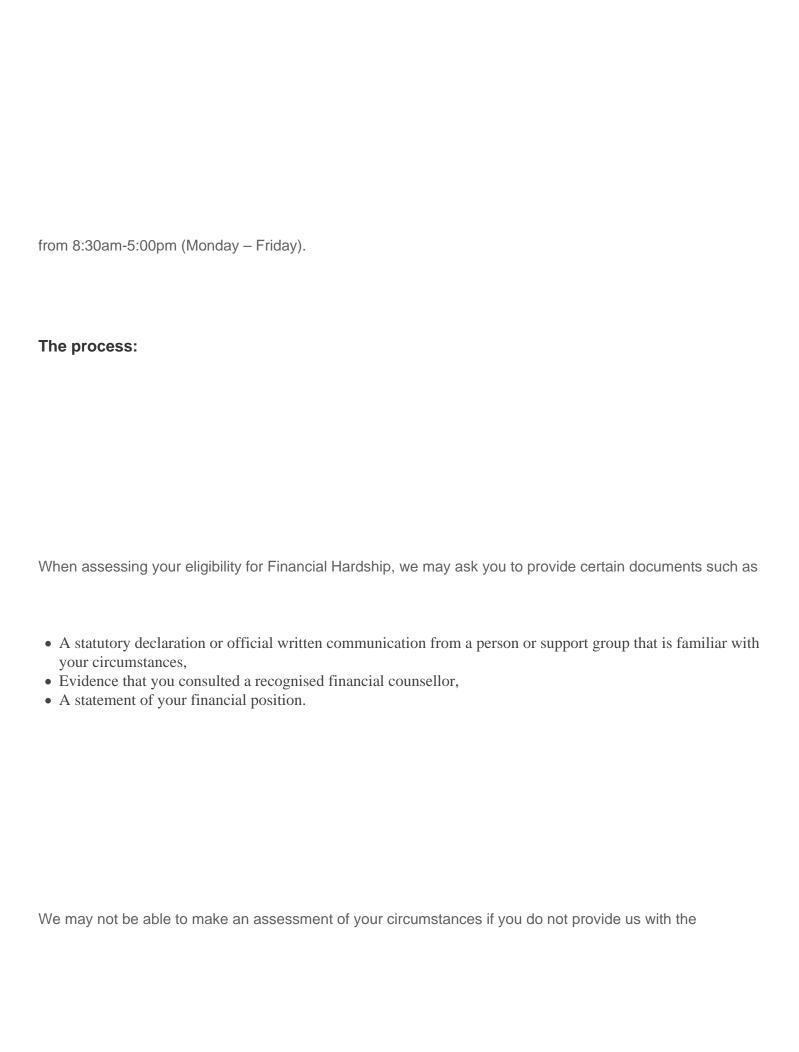
Phone	1800 062 058
Fax	1800 630 614



## Financial Hardship Policy

Financial Hardship
The Telecommunications Consumer Protections Code C628:2012 defines Financial Hardship as a situation
where a customer is unable to discharge of the financial obligations in relation to our services but where the

customer expects to be able to do so over time if payment arrangements are changed.
Contact us:
We encourage you to contact us if you experience any difficulties paying our services. Please contact us by
calling (07) 3292 0222 if you would like to discuss any Financial Hardship matters with us. You can do so

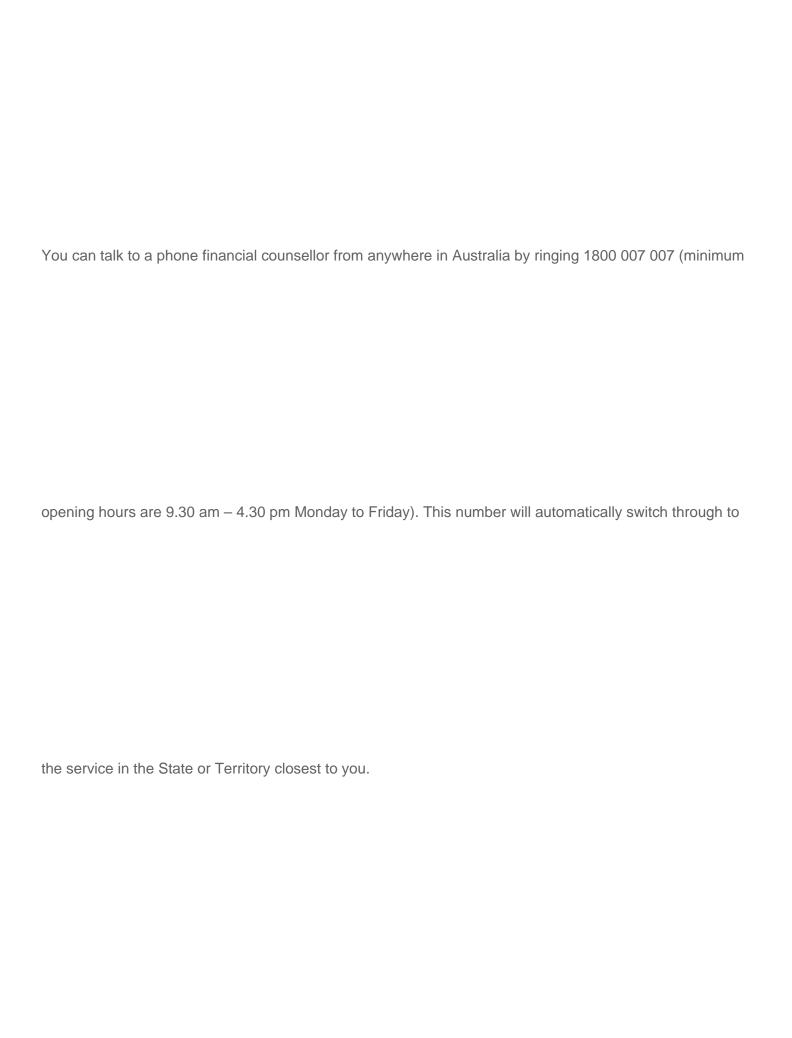


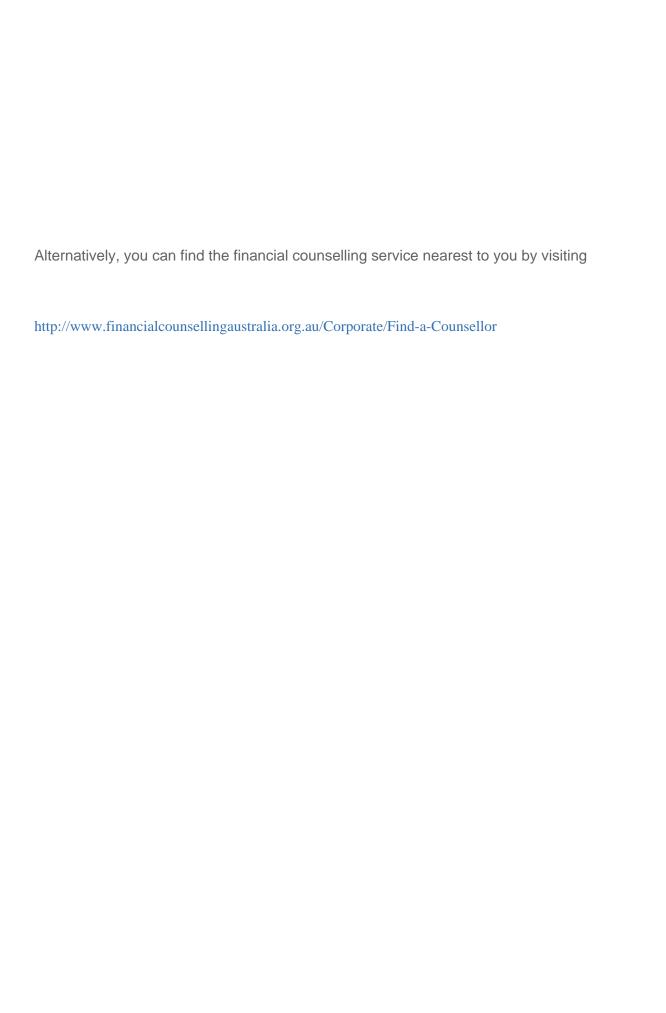
requested information. We may use the information you provide a	s well as other information available to us.
Once we received all required information, we will let you know wi	thin 7 working days whether you are
eligible for assistance under our Financial Hardship Policy.	

If you are eligible, will work with you to come to an arrangement that allows you to pay you	ır outstanding
charges in a way that does not worsen your financial position. Where appropriate we will d	iscuss means with
you how to limit your spend (this may include barring some service features) during the times to be a service feature.	ne of our

arrangement and thereafter.
Once we come to an agreement we will put this in writing via letter or email to you. You must inform us if
your circumstances change (for better or for worse) during our arrangement.

We will not charge you for assessing your Financial Hardship circumstances or for administering the matter.





## Terms of Services

1.1. The following terms and	conditions apply to all Ba	arWeb services provide	d by BarWeb Pty Ltd (ABN 49 146
386 058).			

2.1. You warrant that all information provided to us in the application form is true and correct. You	u agree that if
you provide us with incorrect information, you will be liable	
for a payment to us for the attempted provision of a service carried out by us or a third party.	

2.2. V	Ve may refuse an application in the following circumstances:
ē	a) Our ability to provide the service to you is technically limited;
k	b) The application process has not been completed correctly;

c) You refuse to provide us with requested information.	

3.1. As part of the application process, we may obtain personal information about you.	
3.2. We will endeavour to comply with our privacy policy which is available on our website (www.barweb.com.au	ı).
This policy governs the information we collect, how we use	
This policy governs the information we collect, now we use	

it and your rights to access it. You o	consent to us collecting and disclosin	g your personal information to:
a) Any credit providers or credi	it reporting agencies to use the inforr	mation for all purposes permitted by the
Privacy Act 1988, including to r	maintain a credit file	

about you or notify you of a default;
b) Law enforcement agencies to assist in the prevention or prosecution of criminal activities;
c) Any of our shareholders, agents, advisers or related entities for accounting, marketing, reporting, service

and audit purposes.

4.1. You are liable for all usage charges incurred by the use of your service, whether or not such usage was	
authorised by you.	
4.2. You acknowledge that usage can occur as a result of an infection of your computer with a virus or due to	D

other unauthorised third party intrusions.	
4.3. You acknowledge that we cannot be held responsible for any loss incurred owing to a fail	ult and/or failure
within a third party carrier's network infrastructure.	

4.4. You u	use this service a	at your own risk. Yo	u are solely resp	onsible for its use.	This includes:
a) W	ebsites and cont	ent accessed;			
b) Co	ontent or softwar	e downloaded and t	the effect it may	have on your equip	ement or service;

c) Products or services purchase through the service;	
d) Any equipment or software whether or not provided by us;	
e) Modification of any settings, configuration or data on your service;	

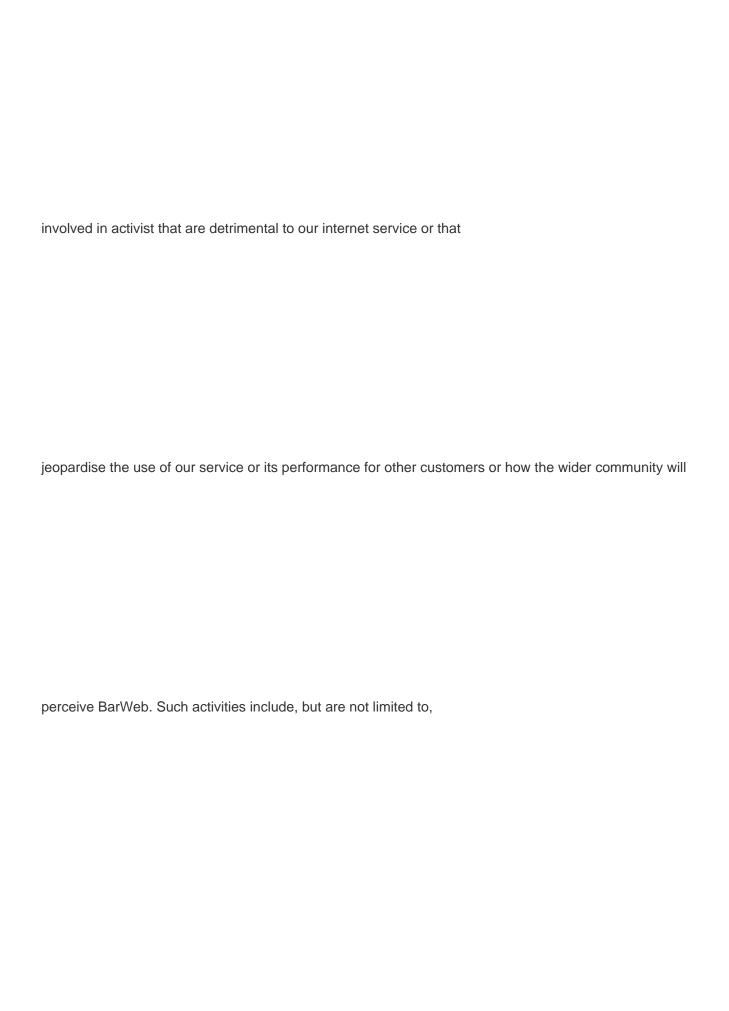
	) Personal supervision of any users under the age of 18 who use the service;	
	g) The lawfulness of your activities when using the service.	
4.5.	The service is provided to you on the basis that it is to be used for approved purposes only. In particul	ar,

you must:	
a) Not use the service in any manner involving illegal activity;	
b) Not breach any standards, content requirements or codes set out by any relevant authorit	ty;

c) Not use the service in any way w	which interferes with the opera	ations of the service netwo	ork, anyone
else's enjoyment of the service net	work or which in any way		
upsets or offends any person;			

d) Not use the service in a way that distributes or resells the service without our written permission;
e) Obey all legislation, regulations, guidelines and our reasonable instructions concerning your use of the
service;

f) Provide us with a	all information and cooperat	ion that we may require i	n relation to the service; and,
g) Advise us of cha	anges in your personal infor	mation such as account o	details and billing addresses.
4.6. We may suspend o	or terminate your account wi	th or without notice if it ha	as been directly or indirectly



spamming email or forwarding spam email to other internet users or cause the listing of us or our other
customers on any spam black-list.
4.7. You must not use the service in any way that interferes with other users or defames, harasses, threatens,

menaces, offends or restricts any person or which inhibits or
attempts to inhibit any other customer from using or enjoying the service.
4.8. If your account is used in relation to illegal activities under State or Federal legislation, we may suspend

your service without notice. This includes the dissemination of
banned pornographic material and other illegal content. In such cases, the relevant law enforcement agencies
will be notified and any related log files or downloaded

material may be passed onto them.
4.9. We will determine what constitutes inappropriate use of the service.
4.10. We may monitor the use of your service at any time. Should we identify excessive use or unusual activity

reasonable cause to do so.	
4.12. We may investigate any misuse of the service by you, in conjunction with relevant ago	encies.

5.1. You agree that the IP address issued to you for use of your service is for use only	y during the term of the
service. Upon termination, your right to use the IP address is	
revoked.	

6.1. All services will be invoiced quarterly in advance and due and payable within (7) seven days after invoice
Therefore, that no payments will be made further than::
a) 30 days in advance of the completion of the service if invoiced on a monthly basis;

	b) 90 days in advance of	the completion of the ser	vice if invoiced on a q	uarterly basis	
6.2.	Invoices will be issued by	email notification.			
6.3.	Payments will be made vi	a your Direct Debit Agree	ement. Fees will apply	for other methods, ie. Ad	min and

Merchant fees.	
6.4. An Account Administration fee will be applicable fo	or all accounts not paid by automatic Direct Debit
6.5. Where, at our discretion, you have a reasonable di	spute against an invoice, we will suspend our recovery

processes until an outcome has been determined.
6.6. All administration and setup fees are non-refundable.
6.7. If you require us to send you a printed copy of an invoice, an administration fee may apply.

6.8. Some credit cards may attract a surcharge as a percentage of the debited amount at the time of debi	t.
6.9. Direct debit terms & conditions are listed on the direct debit application form.	
6.10 Full refunds will be available in line with Australian Consumer Law in the case of a major fault/defect	

7.1. We or you may cancel this agreement at any time by allowing 30 days written notice.
7.2. If you fail to comply with what we consider to be an important condition of this agreement then we can
suspend or disconnect your service.

7.3. We may suspend or disconnect your service without notice if:	
a) There has been unusual activity on your service;	
b) You have not paid charges when due and have not attempted to remedy such failure v	vithin a

reasonable period of time;
c) You do something that we believe may damage the service network;
d) An authority or legal enforcement agency instructs us to do so;

e) We believe that the service has been used in relation to illegal activity;
f) You vacate the premises in which the service is provided to without notifying us;
g) There are technical problems with the service network or the service network requires maintenance;

	h) We believe i	it necessary to do	o so in order to c	comply with our	legal obligations;	
	i) You threaten	or cause harm to	o any BarWeb p	ersonnel, equipi	ment or infrastruct	ure.
7.4.	While your serv	vice is suspended	d or disconnecte	d we will continu	ue to charge you a	ny charges associated

with the service. We will only do so where the suspension is due
to your failure to comply with this agreement.
7.5. We are not liable to you or any person claiming through you for any loss or damage arising from



8.1. You may have certain rights under the Trade Practices Act 1	974 or other relevant legislation or guarantees
of government agencies. We do not exclude or restrict those	
rights.	

8.2. You must advise us as soon as you become aware or believe that you have a claim against us.
8.3. You indemnify us from and against all actions, suits, demands, liabilities, claims, losses, costs or other
expenses arising out of the use of your service.

## **Privacy Policy**

## 1. Policy Statement

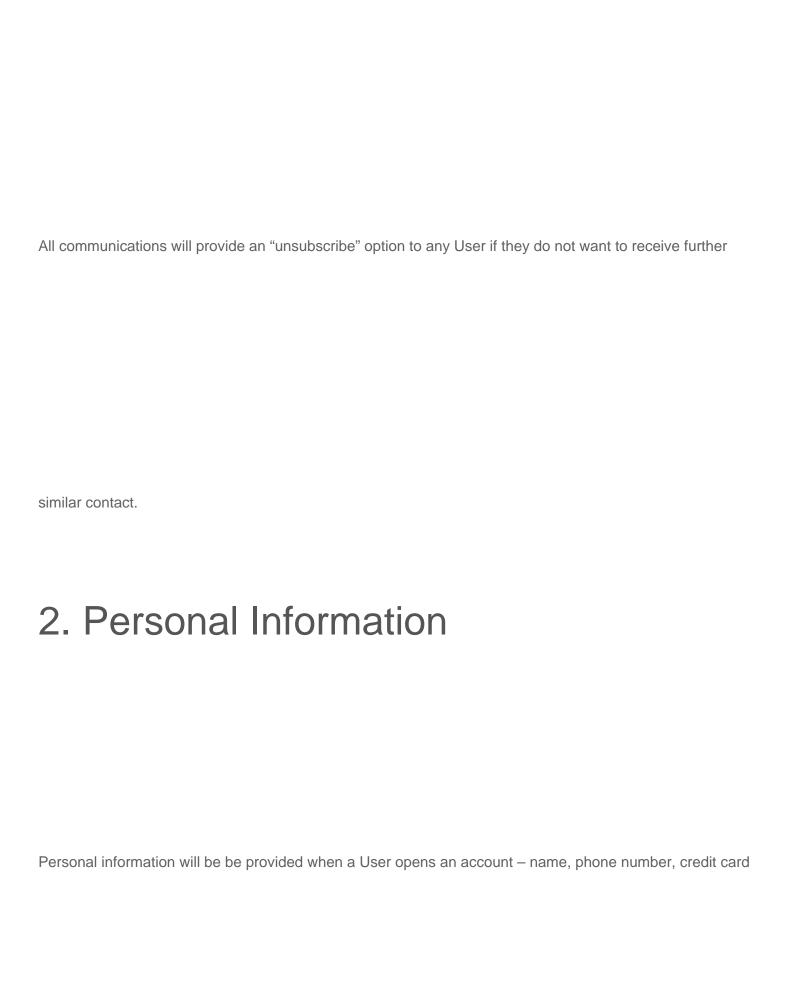
In the delivery of Barweb Services some information and User Data may be stored, accessed or collected.

Our Privacy Policy sets out the policies and procedures for the collecting, using, and disclosing of any User

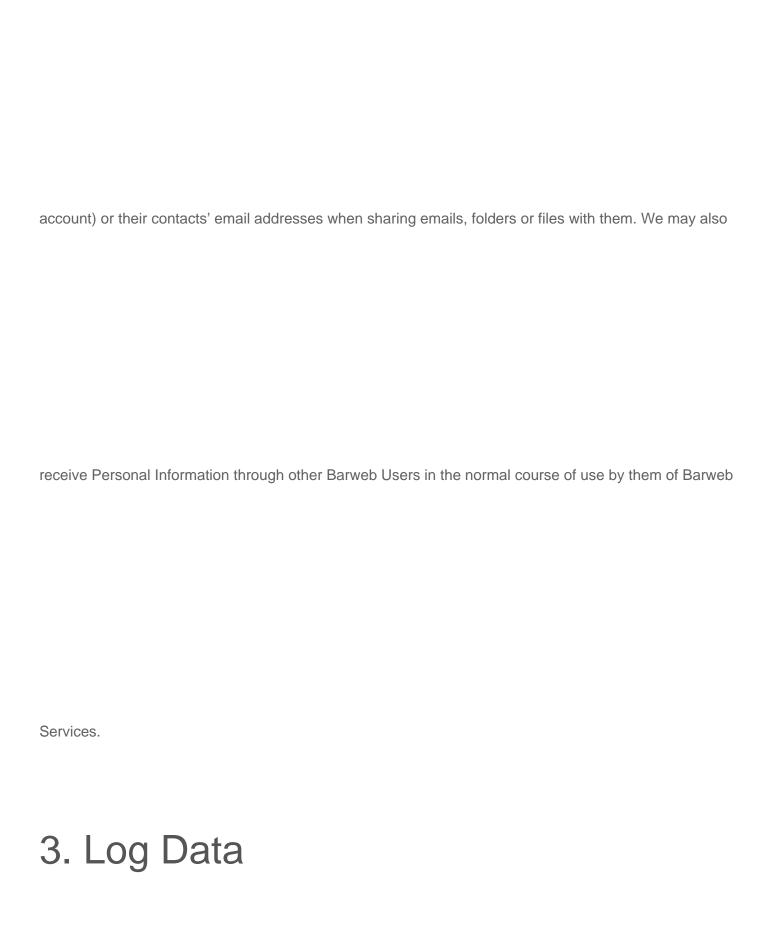
Data.	
The access by a User to any Barweb Services implies consent and permission for the collection, transfer,	
processing, storage, disclosure and use of User Data but only under the terms of this Privacy Policy.	

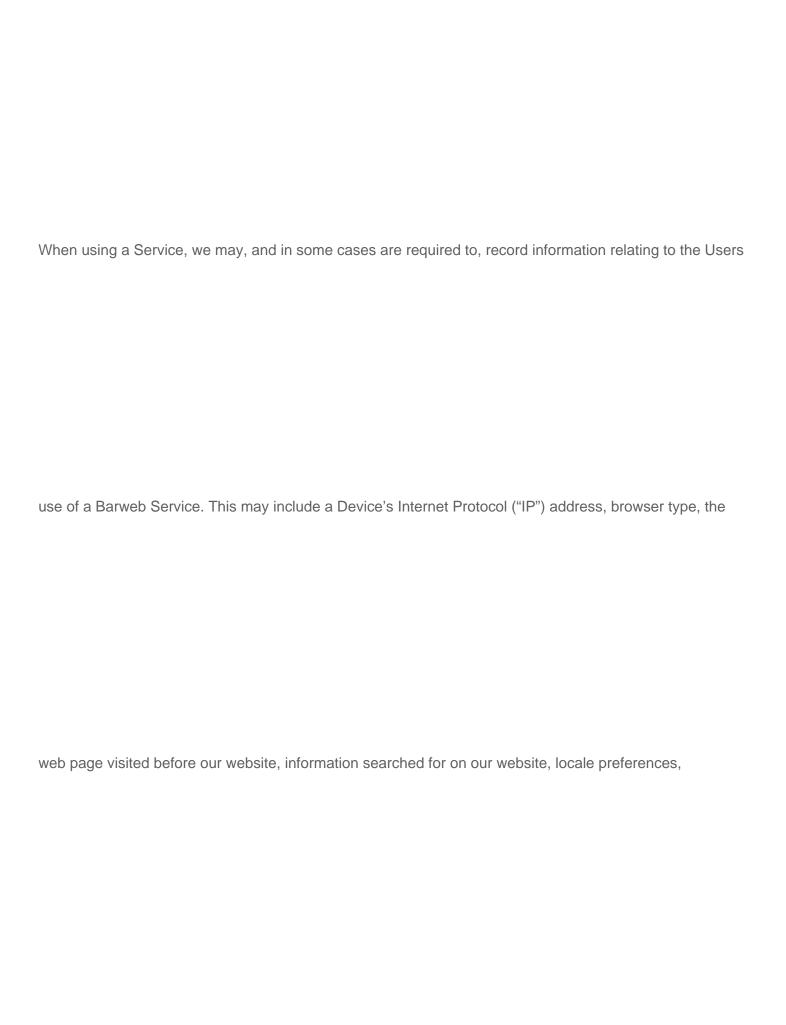
"User Data" means the information about or relating to any User, information relating to the use of t	the
Barweb Services by a User, the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in any form or format, all information in the content of all documents and media in the content of all document	nation,
data, code, files or folders that may be accessed, stored, sent, received, edited, synchronised, share	red, or in

any way managed by or through the Barweb Services however accessed and may include:
User Data may only be used to:
<ul> <li>provide and improve a Barweb Service and any Barweb delivered applications,</li> <li>administer the User's use of a Barweb Service,</li> <li>develop and enhance User experience,</li> <li>be able to analyse the use and User requirements of the Barweb Services, deliver updates and enhancements, and, announce additional services or products.</li> </ul>



or other billing information, email address and home and business postal addresses.
A User may also provide access to their social networking service account if they access Barweb by a
referral/contact through that medium, provide us access to third party services (e.g. an external email

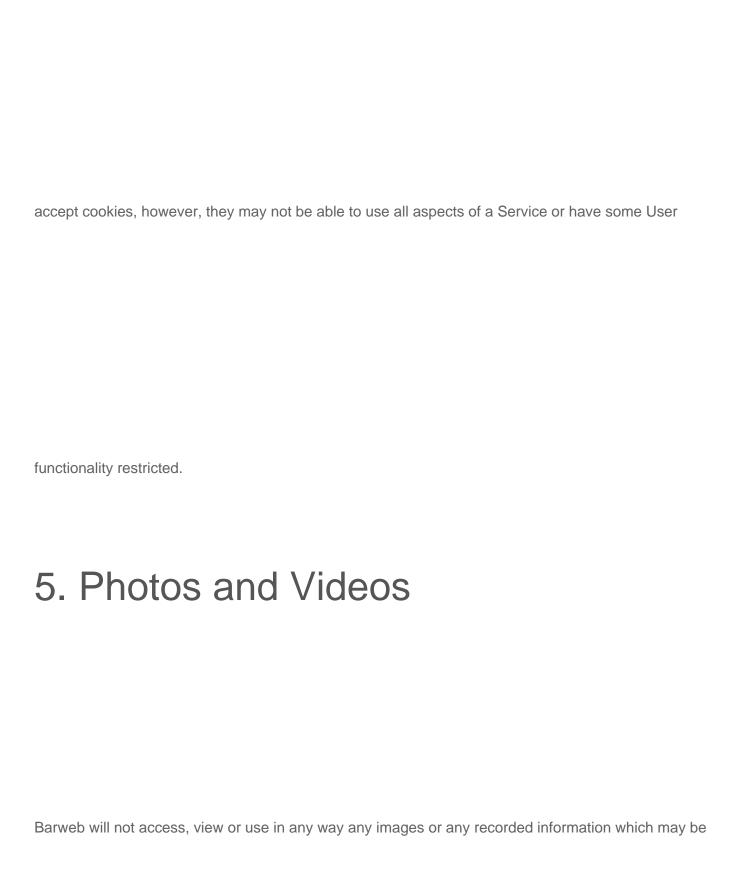






We may also use "cookies" to collect information and improve our Services and improve User functiona	lity. A
cookie is a small data file which we transfer to User Devices. We may use "persistent cookies" to save	
registration ID and login password for future logins to a Service. We may use "session ID cookies" to en	able

certain features of a Service, to understand User interaction	with a Service and to monitor aggregate usage
and web traffic routing on the Service. Users can instruct the	eir browser by changing their options to stop
accepting cookies or to prompt the User before accepting a	cookie from the websites visited. If Users do not



contained in any photos or videos stored or sent through any Barweb Service.
6. Analytics
We also collect some information (ourselves or using third party services) using logging and cookies, such
as IP address, which can sometimes be correlated with Personal Information. We use this information to

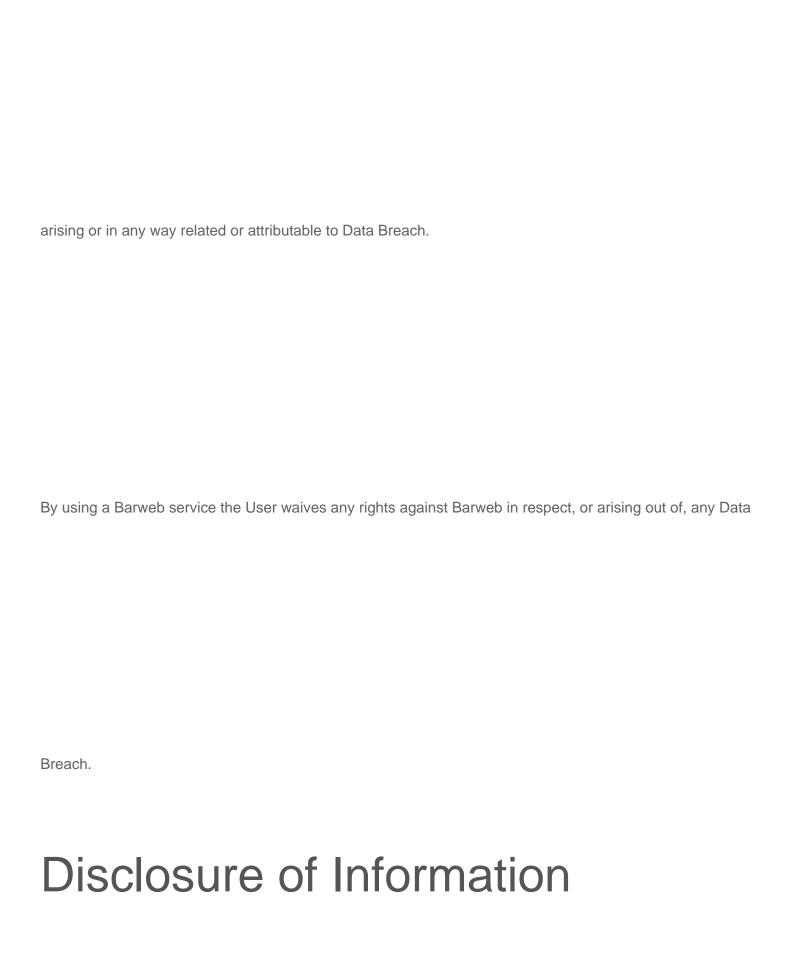
monitor and analyse use of our Service, for the Service's technical administration, to increase of	our Service's
functionality and user-friendliness, and to verify that Users have the authorization needed for the	e Service to
process their requests. As of the date of publication of this policy, we use Google Analytics.	

To learn more about the privacy policy of Google Analytics, go to:
• http://www.google.com/analytics/learn/privacy.html
To learn how to opt out of that service, go to:
• https://tools.google.com/dlpage/gaoptout?hl=en

Breach of Privacy
If Barweb becomes aware of any disclosure, accidental or otherwise, of User Data (Data Breach) during or
due to the collection, transfer, processing, storage, disclosure and use of User Data by Barweb, it will, within



While Barweb may take reasonable steps, including encryption either or both in delivery and at rest, to
protect the safety of User Data, Barweb will not be liable in any way for any damages, direct or indirect,



Barweb may disclose any User Data including files stored by a Barweb Service if there is a reasonable	belief
that disclosure is necessary to comply with a properly authorised and issued notice, law, regulation,	
compulsory legal request or order of a court.	

Should Barweb disclose any information it will take reasonable steps (if it considers it appropriate to do	so),
but is not in any way obliged or bound, to provide notice of its intention to disclose such information to	
enable the User to consider what (if any) action they wish to take in relation to such intended disclosure	e. v1.0



Level 7, 344 Queen Street, Brisbane QLD 4000

07 3292 0219

info@Barweb.com.au