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 and through a transparent process.

We strive to solve any problems you may have during your first contact with us.

Our complaint handling process complies with the requirements of the Telecommunications Consumer Protections

Code C628:2012 (TCP Code) and responsibility for compliance with the process lies with our Chief Executive Officer.

We will not charge you for dealing with your complaint in most instances, and we will never charge you without telling you first.

We may charge you to recover our costs in very specific circumstances only, i.e. we may charge you where you

request information that was collected more than two years ago or where you request information that is not free of

charge as per our Standard Form Customer Contract or our Critical Information Summary.

If cost recovery charges apply, we will tell you before charging you (and you may of course 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	complaints@barweb.com.au

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

If you are calling us from a landline, your call is BILLED AT A LOCAL RATE.

Note that calling us from a mobile may be more expensive.

We will help you formulating, lodging and progressing your complaint if you request this.

Of course you can appoint an authorised representative or advocate to make a complaint on your behalf. For help with how to appoint an authorised representative, please go to http://cdn.barweb.com.au/2015/Application_Forms/BarWeb_Authorisation_Form.pdf.

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

When we acknowledge your complaint we will give you a unique reference number or similar to enable you to easily follow up on your complaint. We will also give you an indicative 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

working days of receiving your complaint. We will advise you in writing if you request this.

Occasionally it may take longer than 15 working days to investigate your problem and in this case we will explain

why and give you a new expected timeframe.

If the delay is more than 10 working days (and is not the result of a Mass Service Disruption) we will also inform you about your options for external dispute resolution such as the TIO.

Once we agreed on how to fix your problem, we will implement all actions required to fix the issue within 10 working

days, unless you agreed otherwise or unless you have not done something that we needed you to do and we cannot proceed because of this.

We will not collect or attempt to collect an amount from you where the specified amount is subject of an unresolved

complaint that has been with us.

On resolution of the dispute. we will discuss with you when collection will 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 account.

We will not inadvertently (or deliberately) sell or assign a debt of a disputed amount (that includes a disputed

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

Your complaint will be treated as urgent

- 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
- if your service has been disconnected or is about to be disconnected and due process has not been followed, or
- if you are receiving Priority Assistance (e.g. because of a severe medical condition) for the service you are complaining about.

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 you about your options for external dispute resolution such as the TIO.

If you tell us that you are not satisfied with the complaint timeframes, its progress or the outcome or if you tell us

your complaint ought to be treated as urgent, we will escalate your complaint internally. If you are still dissatisfied,

we will inform you about your options for external dispute resolution such as the TIO.

We will never cancel your service only because you have contacted an external dispute resolution scheme.

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact.

You can contact the TIO as follows:

Phone	1800 062 058
Fax	1800 630 614

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 data 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 Internet

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 a

demonstrated 99% uptime.

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.

	Bundle	**Email**	**Online Storage**	**Price/Month**	
		Included	**Included**	**Paid Upgrade**	**Paid Upgrade**
Hosted Silver Bundle (7Gb)	Yes	Yes	-	$55	
Hosted Gold Bundle (12Gb)	Yes	Yes	-	$65	
Hosted Platinum Bundle (17Gb)	Yes	Yes	-	$75	
Hosted Silver Bundle (7Gb)	Yes	Yes	1Gb	$10	5Gb
Hosted Gold Bundle (12Gb)	Yes	Yes	1Gb	$15	5Gb

The service is available on a month by month basis.

Information about Pricing

There is no additional charge upon meeting the usage allowance.

Other Information

Please contact us by calling (07) 3292 0222 or by sending an email to enquiries@barweb.com.au if you have any questions or would like to give feedback.

We are committed to providing you with excellent service. If you feel the service you received did not meet your

expectations, please email complaints@barweb.com.au and a representative will get in touch with you.

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact.

If you wish to contact the TIO, you can do so as follows:

Phone	1800 062 058
Fax	1800 630 614

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

This is a summary only. Please contact us for further information or visit our website for full Terms and Conditions.

Summary valid as of June 2013.

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

from 8:30am-5:00pm (Monday – Friday).

The process:

When assessing your eligibility for Financial Hardship, we may ask you to provide certain documents such as

- A statutory declaration or official written communication from a person or support group that is familiar with your circumstances,
- Evidence that you consulted a recognised financial counsellor,
- A statement of your financial position.

We may not be able to make an assessment of your circumstances if you do not provide us with the

requested information. We may use the information you provide as well as other information available to us.

Once we received all required information, we will let you know within 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 your outstanding charges in a way that does not worsen your financial position. Where appropriate we will discuss means with you how to limit your spend (this may include barring some service features) during the time 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.

You can talk to a phone financial counsellor from anywhere in Australia by ringing 1800 007 007 (minimum opening hours are 9.30 am – 4.30 pm Monday to Friday). This number will automatically switch through to the service in the State or Territory closest to you.

Alternatively, you can find the financial counselling service nearest to you by visiting

http://www.financialcounsellingaustralia.org.au/Corporate/Find-a-Counsellor

Terms of Services

1.1. The following terms and conditions apply to all BarWeb services provided 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 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. We may refuse an application in the following circumstances:

a) Our ability to provide the service to you is technically limited;

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).

This policy governs the information we collect, how we use

it and your rights to access it. You consent to us collecting and disclosing your personal information to:

a) Any credit providers or credit reporting agencies to use the information for all purposes permitted by the Privacy Act 1988, including to 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

other unauthorised third party intrusions.

4.3. You acknowledge that we cannot be held responsible for any loss incurred owing to a fault and/or failure

within a third party carrier’s network infrastructure.

4.4. You use this service at your own risk. You are solely responsible for its use. This includes:

a) Websites and content accessed;

b) Content or software downloaded and the effect it may have on your equipment 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;

f) 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 particular,

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 authority;

c) Not use the service in any way which interferes with the operations of the service network, anyone else’s enjoyment of the service network 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 all information and cooperation that we may require in relation to the service; and,

g) Advise us of changes in your personal information such as account details and billing addresses.

4.6. We may suspend or terminate your account with or without notice if it has been directly or indirectly

involved in activist that are detrimental to our internet service or that

jeopardise the use of our service or its performance for other customers or how the wider community will

perceive BarWeb. Such activities include, but are not limited to,

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,

we may temporarily restrict or suspend your service. If we do so,

we will contact you. We may require an advance security payment before your service is reinstated.

4.11. Without notice and at our absolute discretion, we may suspend or disconnect your service if we have a

reasonable cause to do so.

4.12. We may investigate any misuse of the service by you, in conjunction with relevant agencies.

5.1. You agree that the IP address issued to you for use of your service is for use only 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 service if invoiced on a quarterly basis

6.2. Invoices will be issued by email notification.

6.3. Payments will be made via your Direct Debit Agreement. Fees will apply for other methods, ie. Admin and

Merchant fees.

6.4. An Account Administration fee will be applicable for all accounts not paid by automatic Direct Debit

6.5. Where, at our discretion, you have a reasonable dispute 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 debit.

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 within 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 it necessary to do so in order to comply with our legal obligations;

i) You threaten or cause harm to any BarWeb personnel, equipment or infrastructure.

7.4. While your service is suspended or disconnected we will continue to charge you any 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

suspension or disconnection of your service.

8.1. You may have certain rights under the Trade Practices Act 1974 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 the

Barweb Services by a User, the content of all documents and media in any form or format, all information,

data, code, files or folders that may be accessed, stored, sent, received, edited, synchronised, shared, or in

any way managed by or through the Barweb Services however accessed and may include:

User Data may only be used to:

- provide and improve a Barweb Service and any Barweb delivered applications,
- administer the User’s use of a Barweb Service,
- develop and enhance User experience,
- be able to analyse the use and User requirements of the Barweb Services, deliver updates and enhancements, and, announce additional services or products.

All communications will provide an “unsubscribe” option to any User if they do not want to receive further similar contact.

2. Personal Information

Personal information will be be provided when a User opens an account – name, phone number, credit card

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

account) or their contacts’ email addresses when sharing emails, folders or files with them. We may also

receive Personal Information through other Barweb Users in the normal course of use by them of Barweb

Services.

3. Log Data

When using a Service, we may, and in some cases are required to, record information relating to the Users use of a Barweb Service. This may include a Device's Internet Protocol ("IP") address, browser type, the web page visited before our website, information searched for on our website, locale preferences,

identification numbers associated with User Devices, mobile carrier, date and time stamps associated with

transactions, system configuration information, metadata concerning files, and other interactions with a

Service.

4. Cookies

We may also use “cookies” to collect information and improve our Services and improve User functionality. 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 enable

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 their 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

accept cookies, however, they may not be able to use all aspects of a Service or have some User

functionality restricted.

5. Photos and Videos

Barweb will not access, view or use in any way any images or any recorded information which may be

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 our Service’s functionality and user-friendliness, and to verify that Users have the authorization needed for the 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

7 days (or earlier if reasonably possible), advise the affected User or Users of such Data Breach, the known extent of such breach and the actions taken by Barweb to protect User Data as a result of such breach.

Barweb will also comply with any notification or disclosure, requirement by a State or Federal Privacy

Commissioner of other authority competent to issue and/or enforce such notice or regulation.

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,

arising or in any way related or attributable to Data Breach.

By using a Barweb service the User waives any rights against Barweb in respect, or arising out of, any Data Breach.

Disclosure of Information

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. v1.0

For more information, contact us at:

Level 7, 344 Queen Street, Brisbane QLD 4000

07 3292 0219

info@Barweb.com.au