

CWNET Pty Ltd

Service terms, conditions, and privacy policy V1.3

Meanings

To the fullest extent legally permissible all dealings between the customer (including all related and/or associated companies and/or other entities, all successors and/or assigns and in its own capacity and as trustee of each and every trust of which it is trustee) (“you” or “your”) and CWNet Pty Ltd ACN 662 461 723 (and/or any related and/or associated companies, trusts and/or other entities and/or any successors and/or assigns) whether trading as “CWNet” and/or otherwise (“CWNet” “we” or “us”) (collectively referred to as “the Parties”) relating to any goods and/or services (the “Goods” and/or the “Service”) are subject to the following terms and conditions (“these Terms”) and will form the basis of an agreement between the Parties (“Agreement”). These Terms are a Standard Form of Agreement (SFOA) for the purposes of Section 479 of the Telecommunications Act 1997 (Cth) (Act), if applicable. Any undefined words, unless the contrary appears, will have the same meaning as in the Act.

PART A – Provision of Internet Services

A1 - Term of the Agreement

- a. The Term of this Agreement commences on the Commencement Date for the time period or number of months nominated in the contract between the Parties. At the expiry of the initial Term this Agreement will revert to a casual month by month contract, requiring a minimum of 30 days’ written notice to the other Party of its intention to terminate the Agreement. In some cases, CWNet will require the return of hardware, removal of hardware from end user premises is free of charge to the end user.

A2 - Variations

- a. These Terms and the Acceptable Usage Policy (as referred to below) are subject to change at any time without notice. If CWNet change the Terms, or Acceptable Use Policy in a manner which we reasonably consider would cause detriment to you, we will notify you of the change at least 30 days in advance.

- b. If you do not agree with any changes notified to you, you may terminate this Agreement, but you must notify us of such termination within 14 days of the changes. If you notify us that you wish to terminate this Agreement, the termination will take effect from the date of change to this Agreement, or Acceptable Use Policy comes into effect, as specified in our notice. Notwithstanding that you may send us notice of termination under this clause, if you continue to use of the Service beyond the date of the change, you will be charged for such use. your continued use of Service beyond the date of the change will be deemed acceptance of it.
- c. It will be sufficient that CWNet notify you only of the fact that these Terms, the Acceptable Use Policy or any Service plans have been changed and that we post a revised copy of these Terms, the Acceptable Use Policy or Service Plans on the CWNet website.
- d. Without notice, we reserve the right at any time, to change the Carrier or Supplier, or the Carrier's or Supplier's products
- e. Any alterations in the terms or conditions for your Services made under the provisions of this clause during the Fixed Term of your Agreement will not be applicable. The terms and conditions applicable are those under Our SFOA as published on our website at the date you entered into your Fixed Term Agreement.

A3- The Service

- a. The Service will be comprised of high-speed internet access and related services (such as email), relayed from a main tower emanating from a fibre Wi-Fi connection (the 'Service') to a localised regional centre. The Service will be delivered to your residence or premises via relayed point-to-point low impact towers and rooftop reception equipment. The Service will be a Layer 2 or Layer 3 (as applicable) virtual connection to your residence or premises via Wi-Fi.
- b. CWNet will connect your Service to the network as soon as it is reasonably practicable after acceptance of your written form, or online internet form, application and its related parts (together 'your Application'). Your contract start date is your successful installation date.
- c. CWNet will provide the Service as indicated in the Application to you in Australia through such carrier or supplier network or networks as we nominate from time to time directly with the carrier, supplier or network operator (the 'Carrier' or 'Supplier'). Where carriage is supplied, the quality of the carriage of the Services will be at all reasonable times the same as that of the Carrier or Supplier.
- d. Where CWNet provides data services, the access component of the relevant data service and optionally, a rented router will be supplied to us by a third party(s) as a wholesale Supplier.

- e. The actual speed for the Service depends on a number of factors including equipment, tower location, Electromagnetic Interference (EMI), relay times and any applications you are using, the capacity and speed of our systems, the systems of our suppliers, and the Internet generally. For these reasons, any actual internet speeds may likely vary from the maximums referred to on our website.
- f. Where there is any exclusion or inconsistency between the terms & conditions of particular services and the SFOA, the latter shall prevail, to the extent of any such exclusion or inconsistency.

A4 - Service Fees, Payment Terms & Reconnection Fees

- a. Charges for the Services are determined in accordance with the Monthly Plan rate, selected by you or in such other manner specified in the Agreement. In addition, CWNet charges an Installation Fee as set out on our website or as advertised from time-to-time. We may change the amount of these charges or add new charges from time to time. You must pay all invoiced amounts by the date specified on the relevant invoice.
- b. If you have nominated automatic debit (using our providers Securepay), your credit card will be charged on the invoice date. Charges that do not appear on your monthly invoice may appear on future accounts due to processing procedures. This includes any excess charges accumulated during the previous invoice period.
- c. All Invoices are generated on the original installation day of the month unless otherwise agreed. An invoice will be emailed to your nominated email address. If a new Service has been requested, the billing system will generate an invoice either on the same day of provisioning or the next day and will bill from that date till the end of the month. Any miscellaneous charges or purchases will be billed on the same day and an invoice will be generated and sent out.
- d. If the customer has negotiated to pay the installation fee over the course of the contracted term, all outstanding monthly payments will be payable if the contract is terminated by the customer prior to the end date.
- e. Quoted jobs and Deposits, all deposits for quoted jobs are non-refundable in most cases most of the items are ordered in a case-by-case matter and cannot be returned to the supplier. Deposits are non-refundable due to labour involved in organising and stock ordering.
- f. Our charges to you may include but are not limited to fees for connection, installation, initiation, transfer, relocation, or cancellation of any Service(s). Such charges, if not specified in accordance with the rate plan or such other manner specified in your Agreement will be charged to you at cost by CWNet from the Carrier.

- g. You will be required to pay your invoices from CWNet for your elected plan for the Service by credit card or direct transfer on the due dates. If you choose to pay your monthly invoice via Visa or MasterCard, a merchant fee of 1% of the total monthly invoice will be charged. If you cannot pay by credit card, you must pay all fees and charges set out in the invoice within 7 business days of the date of the invoice.
- h. CWNet reserves the right to charge interest on overdue accounts at 3% above the per annum Commonwealth Bank Corporate Overdraft Reference rate applicable at the date of the invoice, calculated daily.
- i. CWNet reserves the right to, without notice, deactivate or cancel all or part of your Service if any amount is not paid by its due date. We further reserve the right to restrict any Service at any time if we, acting reasonably, form the view that the account has gone over its credit limit, or the Service appears fraudulent. If any amount has not been paid by the due date, we reserve the right to deduct any unpaid amount (or part thereof) from your credit card or charge card nominated on the application form.
- j. If you default under this Agreement, CWNet reserves the right to use or disclose any personal information collected and recorded in relation to you to assist in the process of debt recovery. Personal information includes personal identifying details such as name, address, date of birth, employers and drivers' license details, status of any overdue accounts or related bodies corporate, credit history, or information about creditworthiness or capacity. For any reason where you may not be contactable for an extended period, then it remains your responsibility at all times that your account does not fall into arrears, in which event CWNet at its discretion, may disconnect your Service. The reconnection fee is \$10.00 per connection per month for accounts in default.

A5 - PLANS and SLA's

- a. The plans set out on www.cwnet.com.au are subject to change without notice if it's to benefit the end user, 21 days in writing will be supplied for any service change that is considered not to benefit the end user, all contract terms are to be adhered to or the end user will be listed on the appropriate debt collections.
- b. Plans with a monthly data allowance can be topped up by contacting accounts@cwnet.com.au and speaking to an accounts representative. Monthly data allowance expires on the next billing data and does not accrue or accumulate.
- c. All end users in the event of service disruption once reported to us will be fixed on our next available day, if you are a residential customer and require a SLA you can purchase an add-on package on for \$10.00 a month for maximum 4-day repair or \$20.00 a month for a 1-day repair. CWNet will only grant a SLA payback of 1hour loss is equal to 1 day's credit if it's with in its own wireless network and the end user pays for this service.

- d. Business plans come with a 1 Day SLA and in the event of losing the service if we cannot repair the service within 1 Day this is equal to 1 day's credit
- e. all SLA breaches must be reported in writing to info@cwnet.com.au with the subject "SLA Breach" include you customer username and full writing of events within 7 days of the event, once the "SLA Breach" application has been assessed and approved, a credit will be issued within 30 days.
- f. If a customer experiences service or speed issue, we offer a 30 day guarantee as long as the terms and conditions of this agreement have been abided by
- g. if for any reason we cannot fix your service issues in a 5-business day SLA then the End User may request a disconnection under this clause, under the provision the end user has co-operated in supplying all reasonable tests (e.g., speed test) and once all equipment has been recovered.

A6 - GST

- a. Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST.

A7 - General Use of Service

- a. You agree to only use the Service for your own personal or business use in accordance with this Agreement.
- b. You must not use or rely on the Service for medical or priority assistance or any 'mission critical' applications or uses.
- c. You accept full responsibility for the use of the Service and ensure that any or all persons you allow to use the Service comply with this Agreement as if they were you.

A8- Acceptable Use Policy

- a. You agree to the following 'Acceptable Use Policy' for this Service, which include but are not limited to the following:
 - i. Any disruptive or destructive traffic of any source is absolutely prohibited. This includes unsolicited electronic mail (spamming), DOS (denial of services) attacks etc. Port scanning, attempting to hack other systems or any other unacceptable behaviour involving use of the ISP network is prohibited. CWNet's decision in regard to what is acceptable or not, is final.

- ii. If any data from any source leaves the ISP and enters any other network, that data must follow the acceptable use rules of the other network (including member networks, regional or backbone networks). It is your responsibility to comply with these obligations and not CWNet's.
- iii. CWNet specifically prohibits any use or display of data or information which could be viewed as racist, sexually offensive, pornographic, defamatory, threatening offensive or obscene or material that may constitute a criminal or civil offence under State or Commonwealth laws.
- iv. CWNet expressly prohibits the re-sale of its retail services. Redistribution of any retail service to another address, unit, house or across a property boundary is strictly prohibited. All retail services are for the sole use of the address where the service has been provisioned. You agree not to compete with CWNet. If the ISP detects re-sale or redistribution on retail services, the matter will be investigated by CWNet, and it hereby reserves the right to terminate all Services if you are found to be in breach of this condition.
- v. CWNet prohibits illegal software trading (warez), and you are solely responsible for any legal actions taken against it by third parties on the grounds of copyright infringement. To the fullest extent permissible under law, CWNet will not be held responsible for any such claims from third parties.
- vi. At all times you are responsible for controlling your Anonymous FTP directory. CWNet reserves the right to routinely patrol these directories and reserves the right to terminate this facility if we encounter illegal usage.
- vii. CWNet reserves the sole right to block or limit usage of any Internet based service that impedes, hinders, or otherwise degrades the overall network efficiency. This may include but is not limited to websites or applications including Torrents, MyVideo, Limewire, Kazaa, Napster, P2P systems, or any other service that CWNet determines in its absolute discretion conflicts with this clause.
- viii. You agree not to knowingly accept email, which is unlawful, violates or infringes any third-party rights of any person, entity or corporation or which may pose an imminent threat or risk to the provision of the Service, or the network operated by CWNet.
- ix. You agree not to move, sell, or dispose of the equipment without the written consent of CWNet, unless said equipment is owned by the subscriber. The equipment shall not be subject to any liens or torts and remains the property of CWNet until paid in full, under the terms of this contract.
- x. You agree not to create, or cause to be created any security interest (including any liens, encumbrances, charges, or mortgages) and as that term is understood under the Personal Property Securities Act 2009 (Cth) over any part of the Service including any network or equipment used to supply the Service.

- xi. CWNNet will slow any limited data service down that has received its data limit to 128K/128K, the shaped speed can be lifted for a fee of the monthly contracted plan divided by 30 days x by the days left to the end users' new month. CWNNet reserves the right to refuse any un-shaping of the service. Requests must be written in for of an email to accounts@cwnet.com.au
- xii. Unlimited data is allowed under the fair use policy and the terms and conditions of the contract, all plans with unlimited data from 01/08/2021 are for new customers only, all existing customers may upgrade to the new plans but must recontract for a period of 24 months.

A9 - Your acknowledgement & obligations

You acknowledge and agree that:

- a. Internet access speeds appearing on CWNNet's website are indicative maximum speeds and it does not warrant that any plan speeds (including upload and download speeds) will in fact be achieved at any time or under any conditions.
- b. CWNNet may at any time be required by law to intercept communications over the Service, and subject to applicable law, monitor your usage of the Service and any communications sent over the Network from time-to-time.
- c. At no time will CWNNet be liable for any third-party charges which may be incurred as a result of accessing content, services, sites, software or subscriptions offered by third- parties.
- d. CWNNet does not have any control over, authorises or makes any warranty regarding access of any content used when using the Services.
- e. To use the Service in accordance with our Acceptable Use Policy as referred to above and as amended from time-to-time.
- f. That CWNNet reserves the right to add additional access points to any hardware that we have installed on your premises if we required to reach other points in our network. The End User of this hardware will receive a \$10.00 discount per month as compensation. CWNNet is responsible for the maintenance and upkeep of this hardware. The End User agrees that power to our equipment will always be available unless the event of a power outage, if the power is to be disconnected the end user must notify us as soon as possible.
- g. To provide information to and reasonable assistance to CWNNet or any of its wholesale service providers to enable the Service to be provided to you.
- h. The installation cost does not constitute payment for hardware and equipment installed on the premises. Only if the customer has been separately invoiced, and the invoice has been paid will the customer own the equipment. The rates for the equipment is stated in this contract and may be adjusted at any time in line with whole sale price increases.

- i. Upon cancellation, if retrieval of equipment is denied or the equipment is damaged/disposed of, then the account will be charged at the following rates:
 - Modem \$200.00 inc GST
 - Radio link (dish) \$200.00 inc GST
 - Mount \$50.00 inc GST
 - Any custom installation will be charged at a quoted rate
 - The rates for the equipment stated in this contract may be adjusted at any time in line with whole sale price increases.
- j. To provide true and correct answers to any reasonable installation enquiries or questions which may affect or prevent successful installation, commissioning or testing of any equipment provided as part of the Service.
- k. To provide any information or other reasonable assistance to CWNet or its wholesale service providers to enable investigations into activities of an illegal nature, including potential instances of fraud, whether they directly or indirectly concern you or anyone you know.
- l. Not to engage in conduct which, in our reasonable opinion, could be reasonably expected to adversely affect our reputation or result in any liability to us or any third party.

A10 - Support and fault reporting

- a- You may request support or contact CWNet for support or assistance using the contact details on our website.
- b- You agree to provide all reasonable assistance to enable us to investigate and repair a fault or otherwise deal with it. We are not responsible for a fault or disruption caused to the Service by a carrier or wholesale service provider network, or equipment that is your own personal property or is not provided by CWNet for use under this Agreement. Trees and vegetation are the responsibility of the End User and should be maintained so they don't grow above the LOS of any of CWNet radios or devices, if vegetation is deemed to be the cause of a problem it is the End Users responsibility to employ the services of a licenced expert to trim or remove the vegetation.

A11- Complaints and disputes

- a. Any complaints about the Service can be made using the contact information on our website, including by email, telephone or complaints@cwnet.com.au
- b. Any billing or enquiry about charges appearing on any invoice CWNet sends you should be dealt with by telephone or email in the first instance. Please keep details of your bill and the charges for the purposes of any enquiry.

A12 - Telecommunications Industry Ombudsman

- a. If any complaint with CWNet remains unresolved, then you have the right to lodge a complaint with the Telecommunications Industry Ombudsman (TIO) see www.tio.com.au. Please note that the TIO will only entertain your complaint on condition that you have first tried to resolve it with CWNet.

A13 - Termination, suspension, or cancellation of Service

- a. Termination fees, due on acknowledgement.
 - i. If your initial contract term has not expired under either a 12 month or 24 month plan then you will be liable for an early termination fee (ETF) of a maximum of \$2500 (decreases 5% for 24mths or 10% for 12mths over the term of your contract) should you wish to terminate before the expiry of your plan, plus installation and removal costs plus any other monies owing
- b. CWNet may suspend or cancel the Service or immediately terminate this Agreement for a material breach of its terms or where:
 - i. You are in breach of the Acceptable Use Policy.
 - ii. In the opinion of CWNet, acting reasonably, your use of the Service is causing detriment, degradation or any other negative impact on the Service and 'network' provided by CWNet.
 - iii. A carrier or wholesale service provider ceases to supply whole or part of the Service to CWNet.
 - iv. You provide incomplete, false or misleading information about your use of the Service.
 - v. You are unable to pay your debts as and when they fall due.
 - vi. You are in default of payment of any of our invoices and the default remains uncured for a period of 7 business days or more.
 - vii. CWNet is required by law to suspend or cancel the Service.
- c. On termination of this Agreement for any reason:
 - i. All monies owing to CWNet become due and payable including any early termination fees as referred to above, if you have authorised direct debt or credit card it will be automatically deducted as per the terms and conditions.

- ii. You must return all equipment the property of CWNet and further to our relevant contractual rights as agreed to by way of reference to Schedule 3 of the Act, will enable CWNet access to the property or premises to collect any or all such equipment as is required.
- d. At the expiration of the initial term of any contract with CWNet under either a 12 month or 24-month term, you will continue to be charged for the Service on a month-to-month basis until or if you give us 30 days written notification that you wish to cancel the Service. During the month-to-month service the end user is liable to pay for any service calls, including replacement part costs.

A14 - Force Majeure

- a. CWNet, to the extent permissible by law, will not be liable for any delay in the connection of or failure in the operation of Service due to any occurrence reasonably beyond our control as a result of a Force Majeure event including failure of any link provided by the fibre carrier or resulting from the relaying point-to-point low impact towers.

A15 - Network Security

- a. You agree to accept full responsibility and liability for the security of and/or access to any of your personal networks and related systems. You agree to take all reasonable and appropriate precautions to prevent any violations of your network and/or related systems security including password, firewalls and anti-virus and malware protection. CWNet will not be responsible for or liable in any way for any violations of your network and/or related systems security howsoever caused.

PART B - Privacy and Personal Information

B1 - Purpose of collecting personal information

- a. CWNet keeps and uses your personal information in accordance with its Privacy Policy appearing on our website and Australian Privacy Laws, including the Privacy Act 1988 (Cth). CWNet, its agents and wholesale service suppliers may collect, use and disclose your personal information to third parties for the following purposes:
 - i. Supplying and billing of the Service.
 - ii. Keeping you informed about maintenance, upgrades and other Service features.
 - iii. Enabling our wholesale service provider to seek feedback about the nature of the Service.

- iv. Referring any debts owed by you to debt collection agency.
- v. Promotional or direct marketing purposes.

B2 - Disclosure of personal information

- a. CWNet will never sell your data to a third party.
- b. Without seeking to limit the preceding sub-clause, CWNet may receive and disclose personal information about you relating to your Service (including but not limited to any listed or unlisted telephone number, IP address, address and account history) to or from:
 - i. Third parties such as CWNet's suppliers or for the purposes of supplying the Service; Credit providers or credit reporting agencies for purposes permitted under applicable Privacy Laws, including any commercial or consumer credit report, or which may include the fact that any payments under this Agreement are overdue by more than 60 days or that you have committed a serious credit infringement.
 - ii. Law enforcement agencies to assist in the prevention of any unlawful or criminal activity, where CWNet is obligated to under law including but not limited to the Telecommunications (Interception and Access) Act 1979 (Cth).
 - iii. Where lawful disclosure is otherwise permitted under the Privacy Act 1988 (Cth) or other applicable privacy laws.

B3 - Consumer Guarantees & ACL

- a. The Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("ACL") provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). These Terms shall be read down to the extent necessary to comply with the ACL and these Terms shall otherwise apply to the fullest extent legally permissible.

B4 - Limitation of Liability

- a. To the extent permitted by the ACL: a) you agree to limit any claim to the replacement/repair of the goods (or cost thereof) and/or re supply of services (or cost thereof); b) CWNet shall not be liable for: (i) any claim, loss or expense which is made after 7 days from the date of delivery of goods and/or services (or at all once goods have been unpacked or otherwise used or applied) – after which there shall be deemed to have been unqualified acceptance; (ii) any loss and/or damage in respect of any property and/or premises; (iii) any consequential loss and/or any special and/or punitive damages through any fault of CWNet or otherwise; and/or (iv) any claim in any way caused and/or contributed to by you and/or any third party; c) these Terms shall prevail to the extent of any inconsistency with any other agreement, representation and/or warranty; and d) any rights you may have as a consumer under the ACL shall apply notwithstanding any inconsistent provisions in these Terms.

- b. You acknowledge and agree that due to the nature and limitations of the Service under this Agreement, you will not have any recourse to CWNet’s wholesale service providers in relation to any claim including for the purposes of the ACL. You further acknowledge and agree that any wholesale service provider used by CWNet and their related bodies corporate and their personnel are not liable to you, to the maximum extent permissible under law, arising from the provision of the Service and any equipment provided to you.

- c. To the extent permissible by law, including the ACL, CWNet will not be liable for any consequential loss in respect of the Service, including in circumstances where any such loss has been notified or brought to the attention of CWNet.

PART C – Installation and Maintenance of Equipment

C1 - Equipment

- a. CWNet has a network configuration utilising fibre from the nearest regional centre via a carrier service then connecting by wireless to a main tower and then relaying internet services via a point-to-point “network” of low impact towers.

C2 - Tower and Infrastructure Customers

- a. In providing the Service, it is necessary for CWNet to install on your property or residence any or all of the following equipment:
 - i. A tower (not to exceed 30 meters), solar panels, encased service equipment, concrete block for retention of tower, router and/or modem, and any roof top equipment as reasonably required.
 - ii. The hole size for pole construction is approximately 1200 mm x 600mm x 4 plus a slab for the cool room to house encased service equipment. Alternatively, the pole will be affixed using above ground concrete blocks as required.
 - iii. The pole will have affixed to it appropriate solar panels to power the unit, no mains connection is required to power the tower unit.
 - iv. Other equipment relating to the provision of the Service will be determined on a case-by-case basis, including but not limited to; wireless radio, roof mount (maximum standard height of 3 meters), outdoor cabling, possible external conduit, single wall plate, non-standard ground mount if roof not suitable.
- b. Any equipment provided by CWNet under these Terms and this Agreement remain its property unless paid for in full.
- c. You will be required to keep this equipment on your premises and upon reasonable request you must provide us with access to or the current location of any equipment that has been provided to you under this Agreement.
- d. You agree to notify CWNet as soon as practicable relating to the requirement for servicing or maintenance of any equipment relating to the provision of the Service.
- e. If not approved by CWNet you will remain liable for the costs associated with the repair or replacement of any equipment, if in the opinion of CWNet, acting reasonably, any equipment is not returned in the same condition as when it was supplied (fair wear and tear excepted). You agree to permit CWNet with access to any site or premises to collect any equipment owned by it in accordance with this Agreement.
- f. You agree to keep any equipment supplied under this Agreement, safe and in a suitable environment and state-of-repair and agree to use the equipment in accordance with any directions or instructions for use, and that any such use complies at all times with all laws and any reasonable directions as given by CWNet.
- g. You agree not to mortgage, grant a charge, lien, encumbrance or any security interest (as that term is defined under the Personal Property Securities Act 2009 (Cth)) over any equipment owned by CWNet.

C3 - Inspection, Access & Installation

- a. You acknowledge and agree to the following:
 - i. It will be necessary for CWNet in order to supply the Service to attend and access the site or premises at which the Service will be provided.
 - ii. CWNet agrees to call or contact you any time access is required, and a message will be left if you are not contactable.
- b. You agree to provide CWNet with timely and safe access to any site or premises to enable us to enter and do anything reasonably necessary in respect of that site or premises to:
 - i. Supply and install the Service.
 - ii. Deliver, install, connect, inspect, reposition, adjust, modify, maintain, repair, service, disconnect, test and remove any equipment use for or in connection with the Service (including any equipment or any other items owned or controlled by any wholesale service provider); and
 - iii. Exercise any of its rights or perform any of its obligations.
- c. CWNet is not responsible for maintenance of access roads, fencing or gates unless priory approved.
- d. For a standard residential customer CWNet will install, as standard, mounts up to 1.8 meters and have other options available for purchase in the event of interrupted line of site
- e. If the end user agrees to carry out works of their own accord CWNet will not be liable for any damaged caused, if CWNet is contracted to carry out earth works they will request all services be found by way of port hole digging by the resident owner, we will not be liable for repairs in this case.
- f. If CWNet determines that the customer requires a non-standard installation at the expense of the user or land holder, all fees and charges are payable on installation, CWNet will be responsible to maintain the equipment so long as installation was paid in full and within the strict specifications that CWNet has advised, for the time that the end user remains in contract.
- g. If CWNet designs and installs a Solar powered site for the end user it will be warranted for 12 Months from the day of complete delivery, solar sites are designed for a 3-day autonomy unless end user requires more, this must be discussed before the design stage. CWNet is not responsible if any physical damaged suffered to the site, or maintenance of ant trees or other vegetation that grow in LOS or impair Solar production. CWNet can advise only on what should be done in this event.

- h. If applicable, to the extent that any site or premises is not owned, controlled or occupied by you, you must notify us of this fact and provide consents from the rightful owner, controller or occupier of the site or premises in such form as reasonably required by CWNet or any its employees or authorised agents.
- i. CWNet agrees that any of its employees, contractors or authorised agents accessing the site or premises:
 - i. will do so by the most efficient and direct route or otherwise in accordance with any reasonable directions given by you.
 - ii. will not cause any unreasonable disturbance to the property, or any persons or animals.
- j. CWNet agrees to indemnify you for any costs (including legal costs on a party/party basis) suffered by you or any third party as a direct or indirect result of any breach of this condition or as a result of any negligence of any employees, contractors or authorised agent of CWNet.
- k. CWNet provides the following warranties:
 - i. Any of its employees, contractors or authorised agents accessing or performing any works on the site or premises will do so in accordance with all applicable workplace health and safety laws and regulations.
 - ii. It holds all necessary licences or permits required to carry out any works on any site or premises.
 - iii. It holds all necessary insurances required under law including workers' compensation and public liability.
- l. In relation to any point-to-point tower and associated equipment installed or to be installed on the site or premises CWNet agree:
 - i. to bear all costs for installation and maintenance.
 - ii. the tower and associated equipment are installed on the site or premises at the risk of CWNet.
 - iii. to indemnify you and bear all costs associated with the installation,
 - iv. repair or maintenance of the tower and associated equipment resulting from any act or event other than an intentional or negligent act by you.

- m. Further to the above clause, you agree to provide CWNet with at least 30 days' written notice in the event of vacating, selling or sub-leasing of the site or premises where the Service has been provided under this Agreement AND agree to pay all costs for the removal of any tower or equipment or remediation of the site or premises and agree to indemnify CWNet for any costs it incurs as the result of the removal of any such equipment from a site or premises (including legal costs on party/party basis).

C4 - Contractual Rights

- a. You further agree that for the purposes of installing and providing the Service, CWNet has, to the fullest extent permissible under law, the same powers and rights as those applicable to a 'carrier' under sections 5, 6 and 7 and the same obligations under section 8 of Schedule 3 to the Act but only to the extent that is reasonably required for CWNet in the provision of 'carriage services' to do any of the following in respect of the Service:
 - i. Inspection and surveying of land
 - i. Installation of facilities; and
 - ii. Maintenance of facilities.
- b. Despite the provisions of sections 5, 6 and 7 of Schedule 3 to the Act, CWNet agrees that it must not without your prior written approval do any of the following at the site or premises:
 - i. Carry out any earthworks.
 - ii. Fell or remove any trees or vegetation.
 - iii. Remove either permanently or temporarily any fences; or
 - iv. Move or change the location of any services.
- c. The Parties agree that the rights granted to CWNet under this sub-clause does not create any statutory rights for CWNet other than contractual rights for the inspection, installation and maintenance of any required facilities and provision of the Service and for the Term of this Agreement.

C5 - Damage

- a. The customer will be responsible to keep the equipment in good order clear of water and clutter or items directly placed which could cause a fire,
- b. if CWNet property is damaged by neglect there will be charges involved in replacing the items, the standard service call rate of \$129.00 (inc 1 hour) plus \$60.00 per hour after or part thereof. All items replace will be priced on the day; all items that are replaced will be charge on the day.
- c. The customer is responsible for keep trees and vegetation away from CWNet equipment, any items in front of outdoor units or solar panels will affect the service, speeds, download and disconnections, if this is the case CWNet is not responsible to supply a SLA or speed quality audits,
- d. If the outdoor unit or wiring is damaged by neglect this will be a chargeable service starting at the service call rate of \$129.00 (inc 1 hour) plus \$60.00 per hour after or part thereof. All items replace will be priced on the day; all items that are replaced will be charge on the day.
- e. If a Staff member or Contractor of CWNet has cause damage please phone us and we will lodge an investigation, if we are found to be at fault, we will make good the damage to the original condition.
- f. The warranty period for all installed items is 12 Months from date of installation for non-contracted customers. Items remain under warranty for contracted customers while ever they remain under contract, the warranty will roll over to any new contracted term if the original term expires. All damage claims must be recorded within 8 weeks from the installation. This includes only the area that may be affected.

PART D – General Provisions

D1 – Indemnity

- a. You agree to fully indemnify CWNet against any claim or loss we suffer arising from or related in your use of the Service or equipment used in connection with the Service under these Terms, including but not limited to any claim made by any third party, and any costs (including legal costs) relating to any breach by you of this Agreement.

D2 - Governing Law

- a. You agree that these Terms and any claim or dispute between CWNet and you shall be governed by the law applicable in the State nominated by CWNet and you agree to submit to the jurisdiction of the appropriate Court nominated by CWNet in the capital city of that State. If no State is nominated, then New South Wales shall be deemed to be the nominated State.

D3 - Waiver

- a. An election by CWNet not to exercise any rights on any breach of these Terms shall not constitute a waiver of any rights relating to any other breach.

D4 - Notice

- a. You agree that you shall be deemed to have notice of any change to these Terms immediately any change is adopted by CWNet and whether or not you have actual notice.

D5 - Insolvency

- a. You shall be in default of these Terms if it commits an act of insolvency or bankruptcy, appoints an insolvency practitioner and/or calls a formal meeting of creditors.

D6 Assignment

- a. CWNet reserves the right absolutely to assign or novate all or part of these Terms to a related or third party without any further consent required by you. All rights under these Terms are personal any you agree not to assign or attempt to assign any part or all of these Terms.

D7 - Severability

- a. Any part of these Terms shall be capable of severance without affecting any other part of these Terms.