

Standard Form of Agreement V1.2

Introduction

CWNet (ABN 68664461723) is an operator of a broadband Internet network, a supplier of broadband Internet services, and is licensed as a Carrier under the Telecommunications Act 1997 (Cth).

You, by submitting to CWNet your Application for Services, have applied to CWNet for CWNet to provide you with your Service at your Premises.

Telecommunications legislation (Section 479 Telecommunications Act 1997 (Cth)) allows CWNet to set out standard customer terms in a Standard Form of Agreement (SFOA). This SFOA, together with the other documents listed below, form CWNet's Standard Form of Agreement:

1. Your Application for Services;
2. CWNet Customer Relationship Agreement;
3. CWNet Service Description for your Service (detailed in Section B of the Customer Relationship agreement);
4. CWNet Service Level Agreement for your Service (if applicable);
5. CWNet Critical Information Summary for your Service;
6. The terms and conditions of any applicable promotion offered by CWNet;
7. CWNet Installation, Relocation & Cancellation Policy;
8. Account Contacts and Authorised Representatives;
9. CWNet Acceptable and Fair Use Policy;
10. CWNet Credit Management Policy;
11. CWNet Financial Hardship Policy;
12. CWNet Complaint Handling Policy & Procedure;
13. CWNet Domestic, Family and Sexual Violence Policy;
14. CWNet Hardware Terms and Conditions;
15. CWNet Privacy Policy.

A copy of these documents can be found at www.cwnet.com.au/policies or by email to accounts@cwnet.com.au

CWNet's Customer Relationship Agreement (CRA) sets out the terms and conditions that apply to your Service. Unless you and CWNet have agreed otherwise in writing, both you and CWNet must comply with the terms and conditions of this CRA.

The terms and conditions of the CRA impose rights, duties, obligations and benefits, and bind both you and CWNet in relation to your Service. Before you accept the CRA, you should read it and all related documents carefully.

Your electronic agreement, as part of your Application for Services, acts as your signature. By submitting an Application, you request that CWNet provide your Service and you agree to be bound by the terms and conditions, including any changes made in accordance with this Agreement.

CWNet will publish all changes to the CRA on its website. Where a change has a detrimental effect on you, CWNet will also provide direct notice.

Your continued use of the Service after the effective date of any alteration constitutes acceptance of the amended terms.

Age

To make an Application for Services for any CWNet residential, business, or other fixed wireless broadband Internet services, you must be at least 18 years of age.

Application for Services becomes Customer Relationship Agreement

You acknowledge and agree that the details you submit in your Application for Services will form part of your CRA and will be the basis of the Service CWNet provides to you at your Premises.

Representation and Warranty

You represent and warrant to CWNet that:

- A) you have the power, capacity and authority to enter this CRA, and to sign and execute it as, or on behalf of, the owner or duly authorised occupier of your Premises;
- B) all information provided by you in your Application for Services is accurate, truthful and correct; and
- C) you will inform CWNet of any changes to the details provided in your Application for Services that are relevant to your Service or account, including your contact, billing, and payment details.

Date of Commencement of Services

If CWNet accepts your Application for Services, your Service will commence on the date that the Service is installed and operating.

CWNet Equipment

The radio equipment and power supply installed at your Premises remains CWNet property unless otherwise agreed and paid for in full. You must provide a suitable power supply and installation location. You must not sell, lend, remove or interfere with CWNet equipment, except as authorised by CWNet.

In the event that CWNet equipment is lost, stolen or damaged (other than fair wear and tear), you agree to pay CWNet for such loss or damage in accordance with the CWNet Fees Schedule, available at www.cwnet.com.au/policies.

Costs in Relation to Equipment

If CWNet is required to service, repair, alter or replace your Service or equipment because you (or anyone you allow to access your Premises) have breached this CRA, acted negligently, fraudulently or recklessly, or otherwise interfered with CWNet equipment, CWNet may charge you an additional fee. This also applies where equipment fails due to electrical power failures, surges, or fluctuations caused by your act or omission.

Alteration to the Terms and Conditions

CWNet may amend this CRA during the Term where reasonably necessary, including (without limitation) to:

- A) comply with legal, statutory or regulatory obligations;
- B) reflect changes in costs, charges or taxes;
- C) address security, privacy, technology or network integrity requirements;
- D) accommodate changes to law, equipment, or operational arrangements;
- E) increase fees for Services or ancillary services, provided an alternative Service is offered at the same or lower fee;
- F) maintain network integrity or resolve technical issues;
- G) correct drafting errors or inconsistencies;
- H) address, add, remove or change a special feature or promotional offer;
- I) address commercial or operational requirements;
- J) reflect reasonable and proportionate increases imposed by suppliers of services or hardware.

All amendments will be published on CWNet's website. Where an amendment has a detrimental effect on you, CWNet will also notify you directly.

Agreement

By signing the installation agreement presented prior to the installation, or as otherwise arranged, you agree to be bound by this agreement.