



CWNet Customer Relationship Agreement

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Our Customer Relationship Agreement (CRA)

SECTION A: GENERAL TERMS

This Customer Relationship Agreement (CRA) is between you and CWNet.

Capitalised words used in these General Terms have the meanings set out in clause 21.1. These General Terms must be interpreted in accordance with clause 21.2.

1. OUR CUSTOMER RELATIONSHIP AGREEMENT (CRA)

What is Our Customer Relationship Agreement?

- 1.1. Our Customer Relationship Agreement (or CRA) sets out the standard terms and conditions on which We supply our services and products to our customers. Our Customer Relationship Agreement comprises of the following sections:
- A) Section A - the General Terms which apply to all services and to all customers;
 - B) Section B - Service Descriptions which each set out our standard service description for a particular Service and specific terms and conditions which apply to a particular Service (for example, connecting the Service, use and restrictions on use of the Service and customer support); and
 - C) Section C - Pricing Schedule which specifies our rate plans, pricing and charges for each Service, together with specific Service features and warranty information about each Service.

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be the Service Description, the General Terms and the Pricing Schedule, except that clauses 16 and 17 of the General Terms always prevail over all other terms in our CRA.

Certain terms and phrase used in Sections A, B and C are defined at the end of the relevant Sections.

Where can you obtain a copy of our CRA?

- 1.2. A copy of our most current CRA is available on our website. If you have a disability that impedes your ability to read these documents or have difficulty reading or understanding English, you may be able to use the services below –

National Relay Service

The National Relay Service (NRS) is a government initiative that allows people who are deaf, hard of hearing and/or have a speech impairment to make and receive phone calls.

Voice Relay number: 1300 555 727

Teletypewriter (TTY): 133 677

SMS relay number: 0423 677 767

Visit the National Relay Service website for further assistance here -

<https://www.accesshub.gov.au/about-the-nrs>

Translation Services

If you have difficulty speaking or understanding English call the Translating and Interpreting Service (TIS National) on 131 450 for the cost of a local call.

Ask TIS National to call the appropriate number on the CWNet Contact webpage.

TIS National operates nationally and is available 24 hours a day, 7 days a week for over 160 languages and dialects.

Changes to Our Customer Relationship Agreement

- 1.3. In this fast moving industry, We may need to change the CRA from time to time. This may be done without your agreement.

If We reasonably consider that a change to any term of our CRA is likely to benefit you or have a neutral impact on you, We can make the change immediately and do not need to tell you.

However, rest assured that if We make any change which will be detrimental to you, We will notify you at least 21 working days before the proposed change takes effect, by notifying you directly, in accordance with the provisions of the Telecommunications Act. We may notify you directly by:

- A) email (to the last email address that you have given to us); or
- B) notice on our social media pages; or
- C) Invoice bill message.

We will also provide notice of the change on our Website.

- 1.4. If We make any change to our CRA and you can demonstrate that such a change has more than a minor detrimental impact on you, you may cancel the Service without incurring any Break Fee or other charges as a result of cancellation, by giving notice to us within 42 days after the date We give you notice under clause 1.3, except for:
- A) Usage based charges or other variable charges incurred up to the date of cancellation; and
 - B) Installation fees and costs of equipment we have provided to you that have not been paid for
- 1.5. If you give a cancellation notice to us within the notice period required by clause 1.4 the proposed change will not apply to you. We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the change to our CRA, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us
- 1.6. We do not need to give you 21 days' notice of our proposed changes or give you a right to cancel the Service under clause 1.4 in relation to:

- A) urgent changes we are required to make:
 - i. by law;
 - ii. for security reasons; or
 - iii. for technical reasons necessary to protect the integrity of our network;

- B) the introduction of a new charge or an increase in an existing charge:
 - i. due to an additional tax or levy imposed by law; or
 - ii. for ancillary services such as credit card transaction fees and direct debit charges (provided we have offered you a reasonable alternative at the same or lesser cost to the original charge);

- C) increases in charges due to increases imposed on us by other Suppliers or the following types of Services and charges:
 - i. international carriage services (including for voice and data services) the current rates for which are available on our Website;
 - ii. content and premium services (including 1900 prefix services) which we resell to you from a third party, including where we collect fees from you on behalf of that third party; and

- D) changes to applicable Unmetered or Off Peak timeframes in accordance with clause 5.6, in order to manage traffic and ensure maximum Network performance;

Where practicable to do so, we will give you reasonable notice of the changes referred to in this clause 1.6 by one of the methods of giving notice listed in clause 1.3.

- 1.7. If we reasonably consider that a change to any term of our CRA is likely to benefit you or have a neutral impact on you, we can make the change immediately and do not need to tell you before making the change. However we will notify you within a reasonable time after making the change by one of the methods of giving notice listed in clause 1.3.

- 1.8. If a change to the CRA made under clause 1.7 has more than a minor detrimental impact on you (for example, because of your particular circumstances or pattern of usage of the Service) we will permit you to cancel the Service in accordance with clause 1.4 and 1.5.

Telecommunications Legislation

- 1.9. Telecommunications Legislation permits us to supply telecommunications services to you on the terms and conditions of a "Standard Form of Agreement". Our Customer Relationship Agreement is also part of our "Standard Form of Agreement". Under the Telecommunications Legislation you and We must comply with our Customer Relationship Agreement unless you and We have agreed differently.

2. YOUR APPLICATION FOR SERVICE

- 2.1. The Service that you have selected is described in the Service Description applicable to the Service you have selected.

Making an Application

- 2.2. You may make an Application for supply of the Service to you by:
- A) completing and submitting an online application form located on our website; or
 - B) telephone by asking our customer representative to complete the application form on your behalf and to read the Material Terms to you.
- 2.3. Subject to our acceptance of your Application in accordance with clause 2.4, our CRA commences on:
- A) if you apply online, the date you submit the application form;
 - B) if you sign an application form, the date you sign the application form;
 - C) if you apply by telephone and the Material Terms are read to you, the Material Terms of our CRA commence on the date you accept them and the remaining terms of our CRA will commence on the Service Commencement Date (subject to clause 2.5)
 - D) In any other case, the date on which you begin using the service.

Accepting your Application

- 2.4. When you request us to supply the Service to you, which may be made using an application form provided by us, available from our website, or completed by on-line application on our website, or completed over the telephone with our customer representative ("**Application**"), We decide whether to accept your Application and to supply the Service to you based on:
- A) the particular terms for that Service;
 - B) your eligibility for that Service;
 - C) its availability to you;
 - D) your meeting our credit requirements;
 - E) the accuracy of the information provided to us by you and
 - F) your prior conduct or history in respect of any previous supply by us of any goods or services to you, including your compliance with the relevant terms and conditions under which We supplied those goods or services.

Telephone Applications

- 2.5. If you have completed an application for service over the telephone with a customer representative in accordance with clause 2.2 and 2.3, you will be bound by these full terms and conditions unless you actively decline by responding to the Completion Advice sent to you within 7 days from the Service Commencement date. Declining will constitute a Cancellation of your Service under clause 14.2(L).

3. CONNECTING THE SERVICE

- 3.1. We will connect the Service in accordance with the relevant Service Description, or if no connection timeframe is specified, within a reasonable time.
- 3.2. We decide the route and technical means that We use to provide the Service.
- 3.3. You must reasonably co-operate with us to allow us to connect and supply the Service to you safely and efficiently.

4. THE PREMISES

Access

- 4.1. In order to provide the Service to you, we may need access to the Premises. You agree to provide us with safe and prompt access to the Premises:
 - A) to install any equipment for a Service you have requested;
 - B) to inspect, test, maintain, modify, repair or replace any equipment; and
 - C) to recover Our Equipment after the Service is cancelled.

Owner's Permission

- 4.2. If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us immediately when you receive that permission. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises on reliance on any representation made by you that you have obtained that permission.

5. USING THE SERVICE

Comply with all laws

- 5.1. In using the Service, you must comply with all laws and all directions by a Regulatory Authority and reasonable directions by us.

Prohibited Uses

- 5.2. You must not use, or attempt to use, the Service:
 - A) to commit an offence or to infringe another person's rights;
 - B) in any way which damages or interferes (or threatens to damage or interfere) with the operation of a Service or with the efficiency of our Network or a Supplier's Network (including because you have inadequate capacity);

- C) in any way which makes it unsafe or which may damage any property or injure or kill any person;
- D) in an excessive or unusual way;
- E) to transmit, publish or communicate any material which is defamatory, offensive, indecent, abusive, menacing, threatening, harassing or unsolicited, or;
- F) for illegal purpose or practices;
- G) to re-sell services to third parties;
- H) to re-sell services in competition with CWNet;
- I) otherwise misuse the Service, or allow anybody else to do so.

Your responsibility

- 5.3. You are responsible for and must pay for any use of the Service, whether you authorise it or not, and you will continue to be liable for all charges relating to any use of the Service if you allow another person to occupy the Premises or use the Service. Also, if you do not disconnect the Service when you leave the Premises or transfer legal responsibility for the Service in accordance with clause 19.1, you must pay for any use of the Service by later occupants or others. Any person who uses the Service, or allows someone else to use it, after you have vacated the Premises, is jointly and individually liable with you for any charges relating to that use.

Testing and Interception

- 5.4. You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including Your Equipment and any IP address ranges allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.
- 5.5. You acknowledge that We may be required to intercept communications over the Service and may (but are not obligated to) monitor your usage of the Service and communications sent over it for the purposes of ensuring your compliance with our CRA and our compliance with the law, and with any request or direction of a Regulatory Authority, an emergency services organisation or other competent authority. In this regard the terms of our privacy policy are also enforced. The privacy policy is located at on our website for your reference.

Unmetered or Off Peak Periods

- 5.6. The use of Unmetered or Off Peak periods serves to distribute the volume of traffic traversing across the Network at different times to ensure maximum performance of the Network to your benefit. The Unmetered or Off Peak periods are set according to the Network traffic at particular times and may change from time to time. You will be notified of any changes to the Unmetered or Off Peak periods. For plans that do include Unmetered or Off Peak quota, your total data allowance is split into the maximum you can download as per the plan data allowance; plus data that you can download during the Unmetered or Off Peak hours of the day. The Unmetered or Off-Peak periods are different for each product plan as described under the relevant plan in Section C: Pricing Schedule.

Network Optimisation

- 5.7. You must not connect to the CWNet Network using a Username and Password other than those provided for your specific connection. A breach of this clause constitutes a material breach of our CRA.
- 5.8. During any service Off Peak or Unmetered periods CWNet reserves the right to prioritise applications and the use of those applications, in order to optimise Network performance. Network optimisation is determined by total Network usage, and is not based on an individual customer's use of various services / applications.
- 5.9. Applications will be prioritised based on whether the performance of the application is time-sensitive (i.e. the need for real-time usage of the application) and whether it requires a minimum throughput speed. Applications such as streaming video, voice, mail, web, Virtual Private Networking (VPN), Gaming, Video on Demand (VoD), Internet Protocol Television (IPTV) and other similar applications will therefore be prioritised over non-time sensitive applications such as File Transfer Protocol (FTP) and file Downloading. For example, your VoIP service will be prioritised over any Downloading you do, thereby maintaining the quality of your VoIP service.

6. EQUIPMENT

Our Equipment

- 6.1. In order to use the Service, We may provide to you equipment or cabling which We own or lease ("Our Equipment").
- 6.2. Where We provide Our Equipment to you in connection with the Service:
 - A) ownership or title in Our Equipment is not transferred to you;
 - B) risk in Our Equipment passes to you on delivery;
 - C) you must comply with our reasonable directions relating to our rights of ownership of Our Equipment;
 - D) you must only use Our Equipment in accordance with the manufacturer's specifications and our written directions;
 - E) you are responsible for Our Equipment and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or for fair wear and tear;
 - F) you must not part with possession of Our Equipment except to us and you must keep Our Equipment free from any encumbrance;
 - G) you must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
 - H) you must ensure that Our Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by us;
 - I) you must ensure that you have all necessary consents and approvals (including landlord approval where applicable) necessary or desirable for us to deliver, install and maintain Our Equipment at the Premises; and

- J) you must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

Your Equipment

- 6.3. You must ensure that all equipment you use in connection with the Service, other than Our Equipment (“**Your Equipment**”) complies with all laws and relevant technical standards issued by a Regulatory Authority and all reasonable directions by us, including making any changes to Your Equipment to avoid any danger or interference it may cause.

Disconnection of Your Equipment

- 6.4. If you do not comply with any of your obligations under clause 5.3 We may disconnect Your Equipment from the Service or require you to do so. We will try to give you reasonable notice before disconnection but may do so immediately in an emergency.

Purchased Equipment

- 6.5. You may purchase equipment from us for use in connection with the Service (“**Purchased Equipment**”). You must pay for that equipment on your receipt of the invoice from us. Title to the Purchased Equipment passes to you when you pay for it in full. Risk in the Purchased Equipment passes to you on delivery to your nominated delivery address.
- 6.6. We will use reasonable efforts to transfer to you any manufacturer's warranty in any Purchased Equipment, from the time title passes to you.
- 6.7. If you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 14 days of delivery to your nominated delivery address. To help cover our costs, a restocking fee may apply as specified in the Pricing Schedule.

Tower and Infrastructure Equipment

- 6.8. In providing the Service, CWNet may be required to install equipment on your property, which may include (but is not limited to) a tower not exceeding thirty (30) metres, solar panels, encased service equipment, concrete blocks for retention, routers, modems, rooftop equipment, outdoor cabling, conduit, wall plates, and non-standard ground mounts where necessary. Unless otherwise agreed and paid for in full, all such equipment remains the property of CWNet.
- 6.9. You must allow CWNet reasonable access to the site or premises for the purpose of installing, inspecting, servicing, maintaining, repairing, or removing CWNet’s equipment.
- 6.10. If you vacate, sell, or sub-lease the property, you must provide CWNet with written notice as per the terms of your individual “Tower Contract” and bear all costs as noted in that contract.
- 6.11. CWNet shall bear the costs of installation and maintenance of its towers and associated equipment and will indemnify you for any direct costs arising from installation or

maintenance, except where damage is caused or contributed to by your intentional or negligent acts.

- 6.12. You agree to keep CWNet's equipment safe, in good working order, and free from any encumbrances, charges, or security interests.
- 6.13. Customers with towers installed on their property will have separate independent contracts drawn up in relation to the tower installation. These contracts are in addition to, and do not override, replace, or negate the terms of this Customer Relationship Agreement, including this clause.

7. QUALITY AND MAINTENANCE

Standard of Services

- 7.1. We aim to provide, but do not guarantee, continuous or fault-free services.

Customer Support

- 7.2. The relevant Service Description sets out our maintenance commitments that apply to the Service. Generally, We provide Customer Support between the hours of 9am – 5pm Monday to Friday and 10am – 2 pm Saturday.

Calls outside these hours are generally diverted to a messaging service for action during our normal operating hours, or escalation for some Service types.

Various special support lines may have varying hours of support coverage. You acknowledge that any calls you make to our Customer Support Centre may be monitored or recorded for quality and/or training purposes and you consent to us monitoring or recording such calls. Please refer to our website for specific details.

If you experience any fault with the Service, you may report that fault to us by telephoning (or any such other number notified to you by us from time to time) or by sending an email to us or via the direct contact form on our website.

Service Level Agreements

- 7.3. Residential service customers have a 30-day service/speed guarantee if terms are abided by.
- 7.4. If CWNet cannot fix service issues within 30 business days, the customer may request disconnection (provided they have cooperated with tests and returned equipment).
- 7.5. Residential customers may elect to purchase an SLA addon as described in the fee schedule.
- 7.6. Business plans include a 6 Hour SLA by default. If CWNet cannot repair within 1 day, the customer receives 1 day's credit.
- 7.7. SLA payback only applies if the outage is within CWNet's own wireless network and the customer pays for the SLA service.

- 7.8. SLA breaches must be reported in writing (subject line “SLA Breach”) within 7 days of the event; credits are issued within 30 days if approved.

Maintenance

- 7.9. We may conduct maintenance on any of our Network, equipment or facilities. We will try to conduct scheduled maintenance outside normal business hours but may not always be able to do so. We may also suspend the supply of the Service in accordance with clause 14.3(C).

Faults caused by You, Your Equipment or by other Suppliers

- 7.10. Before reporting a fault to us, you must take reasonable steps to ensure that the fault is not a fault in any of Your Equipment. We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by another Supplier’s Network or by Your Equipment.
- 7.11. If you report a fault in the Service and ask us to come to the Premises to repair it and, once at the Premises, We determine that the Service is not faulty or the fault is associated with Your Equipment rather than the Service, We may charge you an incorrect call-out fee and, if you request us to repair Your Equipment, our reasonable charges for such repair. We will advise you of the incorrect call-out fee before We attend the Premises.
- 7.12. We can charge you for repairing a fault if it is caused by something you do (or do not do), or by something some else using the Service does (or does not do), intentionally, recklessly or negligently.

Maintenance of Your Equipment

- 7.13. You are responsible for the proper functioning and security of Your Equipment and networks, including the maintenance and repair of all such Equipment used in connection with the Service. This responsibility extends to implementing and maintaining appropriate security measures such as passwords, firewalls, antivirus, and malware protection. CWNet will not be liable for any violations, breaches, or failures of Your Equipment or network security.

8. CHARGES

Pricing Schedule

- 8.1. The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clauses 8.5 and 8.6) and any additional charges are set out in your Application.
- 8.2. You must pay all charges for the Service in accordance with any applicable provisions of the Service Description and the Pricing Schedule. Charges for the Service accrue from no later than the Service Commencement Date.
- 8.3. We may charge you an additional amount to service, modify, repair, or replace the Service or any equipment you use in connection with the Service, as a result of:

- A) a breach of our CRA by you;
- B) a negligent or fraudulent act or omission by you or by any of your employees, agents or contractors;
- C) a failure of any of Your Equipment; or
- D) a failure or fluctuation in electrical power supply, including where caused by an electrical storm.

8.4. In order to provide some services to you, We enter into arrangements with other Suppliers. You acknowledge that our charges to you for the Service may vary as a result of a variation of a Supplier's charges to us for these types of services, and that we may pass on any additional charges a Supplier charges to us for these types of services in accordance with clause 1.6.

Special offers

8.5. From time to time We may make special offers ("Specials Offers") in connection with the Service. These Special Offers may be notified in a general advertisement or specifically offered to you and may be subject to certain conditions, including:

- A) a variation by us of the price or the terms of supply (including any Contract Term); or
- B) a requirement that you acquire all relevant services for a minimum Contract Term and pay a Break Fee if you cancel the service before the end of that Minimum Contract Term.

8.6. You may accept a Special Offer in the way notified by us (which may include completing and submitting an Application). If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over those which would otherwise apply in our CRA, and will apply until the expiry of the Special Offer as notified by us. In all other respects, the terms and conditions of our CRA continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless We give you reasonable notice otherwise, the terms of our CRA will apply thereafter.

9. BILLING AND PAYMENT

Bills

9.1. We may bill you:

- A) for recurring or fixed charges, in advance;
- B) for variable charges, in arrears (for example, excess traffic usage charges);
- C) for installation or set-up charges, before installation;
- D) for any equipment you purchase from us, on or after delivery; and
- E) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.

- F) using another invoice in the same month for billing alignment purposes where applicable
- 9.2. We will bill you in accordance with the billing period described in the Service Description or the Pricing Schedule. We can also issue an interim bill at any time, including:
- A) You change your existing plan;
 - B) You request a new service to be connected;
 - C) You relocate an existing service;
 - D) You request to be invoiced for any 'unbilled' charges.
- 9.3. Bills will be calculated by reference to data recorded, logged or received by us and our Suppliers and you acknowledge that in calculating charges We need only look at that data as recorded, logged or received by us or our Suppliers.
- 9.4. We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods except where such charges have been billed more than 190 days from the date the charge was incurred by you.
- 9.5. We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, We may choose to refund you the overpayment at our discretion. If you have stopped acquiring the Service from us, We will refund the overpayment promptly after your request and after deduction of any other amounts due by you to us.
- 9.6. Subject to clause 10 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.

Credit card and direct debit payments

- 9.7. Payment by Credit card or Debit card is the default standard accepted method of payment. From time to time we may accept direct deposit to our bank account as an acceptable form of payment to Us. We do not accept direct debit from a bank account.

Late or dishonoured payments

9.8. If you do not pay a bill:

- A) by its due date, then We may charge you a late fee equal to (five dollars)\$5.00 per week, or part there of, that the invoice remains outstanding; and
- B) in addition, you must pay our reasonable expenses and costs in recovering payment from you; and
- C) we can suspend or cancel the Service in accordance with clause 14.2(A).

9.9. If you pay a bill:

- A) by direct debit and there are insufficient funds in the account; or
- B) by cheque and the cheque is dishonoured,
you may be required to pay an additional administration fee.

10.BILLING DISPUTES

10.1. If you wish to dispute a charge in a bill you must do so in accordance with this clause 10.

Bills valid unless disputed

10.2. Except to the extent you raise a valid billing dispute in respect of a bill issued by us, you agree that the bill is valid and payable (and you must pay any undisputed amount included in the bill in accordance with clause 9.6).

Raising a valid billing dispute

10.3. To raise a valid billing dispute, you must, within 12 months of the date of the bill, make a good faith request to us to investigate the specific charges or bill in dispute and provide details which show that a particular charge or bill is incorrect (for example missing details, wrong account details and wrong addresses, wrong service number, incorrect Service charges)

10.4. If you raise a valid billing dispute, then We will, within a reasonable time of your request, conduct investigations which are reasonably necessary and appropriate in the circumstances of the dispute. At the end of these investigations, if We reasonably determine that:

- A) there is an error in the bill, We will issue a corrected invoice or adjustment note as appropriate and, if you have overpaid as a result of the billing error, credit your account with the overpayment or, if you have cancelled your Service with us, refund the overpayment promptly after deduction of any other amounts due by you to us; or
- B) the bill is correct, you must pay any outstanding amount (together with interest on that amount calculated in accordance with clause 9.8(A) from the original due date for payment) within five Business Days.

- 10.5. If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
- A) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
 - B) you must pay all non-disputed amounts in the bill in accordance with clause 9.

Claims to be made within 12 months

- 10.6. You may only make a claim or commence proceedings alleging that any charge or bill is incorrect, or you are entitled to a refund for overpayment, if you do so within 12 months of the date of the bill or overpayment.

11.GST

Charges not expressed to be GST inclusive

- 11.1. If GST is imposed on any supply We make to you under our CRA and the charges, or other consideration, payable for the supply are not expressed to be inclusive of GST, you must pay to us an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed. This clause applies if you ordinarily reside in a State or Territory within Australia.
- 11.2. For the purposes of this document and any fees and charges listed herein, all are GST inclusive unless specifically stated otherwise.

Penalties and Interest

- 11.3. Where We become liable for any penalties or interest as a result of the late payment of GST due to your failure to comply with the terms of our CRA (including this clause 11) or your obligations under any applicable law, then you must pay to us an additional amount equal to those penalties and interest.

12.PERSONAL INFORMATION

Collection of your Personal Information

- 12.1. We may collect Personal information about you and in accordance with our privacy policy for the purposes set out in clause 12.3 from:
- A) you directly, when you provide information by phone or in application forms, or when you submit your personal details through our web sites;
 - B) our employees, agents, contractors, or Suppliers;
 - C) a Related CWNet Entity;

- D) a credit reporting agency, credit provider or fraud-checking agency;
- E) your representatives;
- F) other telecommunication and information service providers; and
- G) publicly available sources of information.

Disclosure of Your Personal Information

12.2. We may disclose Personal Information about you for the purposes set out in clause 12.3 to:

- A) our employees, agents or contractors;
- B) a Related CWNet Entity;
- C) Suppliers who need access to the Personal Information to provide us with services to enable us to supply the Service to you;
- D) a credit reporting agency, credit provider or fraud-checking agency;
- E) our professional advisers, including our accountants, auditors and lawyers;
- F) other telecommunication and information service providers (for example, if you obtain services from other providers, Telstra may need to disclose your personal information for billing purposes);
- G) your authorised representatives or your legal advisers (for example, when requested by you to do so); or
- H) government and Regulatory Authorities and other organisations, as required or authorised by law (for example, to the operator of the Integrated Public Number Database (IPND), which supplies information for telephone directories and to law enforcement agencies for purposes relating to the enforcement of criminal and other laws.

Use of your personal information

12.3. We may collect, use and disclose Personal Information about you for the purposes of:

- A) verifying your identity;
- B) assisting you to subscribe to our services and the services of CWNet Related Entities;
- C) providing the services you require from us and from CWNet Related Entities;
- D) administering and managing those services, including billing, account management and debt collection;
- E) conducting appropriate checks for credit-worthiness and for fraud;
- F) determining whether to provide to you (or to cease or limit the provision to you of) personal or commercial credit and the ongoing credit management of your account;
- G) researching and developing our services;
- H) business planning; and

- l) promoting and marketing our services, products and Special Offers to you and the products and services of Related CWNet Entities;

Access to Personal Information

- 12.4. If you are a natural person (i.e. an individual), you are entitled to access your Personal Information held by us, unless We are permitted or required by law to refuse such access.

Failure to supply Personal Information

- 12.5. If you choose not to provide all or part of the Personal Information We request, We may not be able to provide you with the Services requested by you, or We may refuse to provide, or limit the provision to you of, any Service or personal or commercial credit requested by you.
- 12.6. By providing Personal Information to us and acquiring the Service, you acknowledge and consent to the collection, use and disclosure of your Personal Information as set out in this clause 12 and in accordance with our privacy policy. A copy of our privacy policy is available on our website.

13.VARIATIONS TO THE SERVICE

Variations requested by you

- 13.1. If you request a variation to the Service and we, in our discretion, make that variation, then:
- A) revised charges may apply to the varied Service as notified to you by us;
 - B) plan change fee may apply to the varied Service as notified to you by us and as set out in the Pricing Schedule.

Variations made by us

- 13.2. We may at any time vary the Service if reasonably required for technical, operational or commercial reasons. If doing so is likely to have a significant detrimental impact on your use of the Service, then:
- A) We will give you notice in writing of the intended variation at least 21 days before the date on which the variation takes effect; and
 - B) you may cancel the service without incurring any Break fee (excluding those incurred before cancellation) by giving notice to us within 42 days after the date of the notice referred to in clause 13.2(A).

14. CANCELLING OR SUSPENDING THE SERVICE

Cancellation or suspension by us

14.1. We may, without liability, cancel the Service:

- A) if **there** is no Contract Term specified in your Application or the Service Description, at any time by giving 30 days' notice to you;
- B) if a Contract Term is specified in your Application or the Service Description, at any time after the end of the Contract Term by giving 30 days' notice to you; or
- C) if We reasonably **determine that it is not technically or operationally feasible to supply the Service** to you, at any time prior to the Service Commencement Date by giving you notice.

Suspension events caused by your default or conduct

14.2. We may, without liability, immediately cancel, suspend or restrict the supply of the Service to you if:

- A) you fail to pay any amount owing to us by the due date and you fail to pay that amount within 7 days after We give you notice requiring payment of that amount, except that We may not give you such notice in respect of an amount which is validly disputed in accordance with clause 10 until after We have completed the investigations referred to in clause 10);
- B) you breach a material term (other than a breach which separately gives rise to rights under this clause 14.2) and that breach is not capable of remedy;
- C) you breach a material term (other than a breach which separately gives rise to rights under this clause 14.2) and, where that breach is capable of remedy, you do not remedy that breach within 14 days after We give you notice requiring you to do so;
- D) you become bankrupt or Insolvent or appear likely to do so and We reasonably believe that it is unlikely that We will receive or retain amounts due and payable by you under our CRA;
- E) you vacate the Premises or you die, or in the case of partnership, on dissolution or on the filing of an application to dissolve the partnership and We reasonably believe that it is unlikely that We will receive or retain amounts due and payable by you under our CRA;
- F) you breach clause 5 or clause 6.3 or your obligations relating to the use of the Service under the Service Description, or otherwise misuse the Service;
- G) We reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service;
- H) if We or a Related CWNet Entity is entitled to (or does) suspend, terminate or cancel any other service supplied to you, or is entitled to (or does) terminate any other agreement with you and We reasonably believe or suspect that you are a credit risk;
- I) there is excessive or unusual usage of the Service;

- J) We reasonably consider you a credit risk. We consider that you are a credit risk when there is some doubt as to your ability to pay by the due date based on factors such as previous payment history and payment behaviour (eg late payments, dishonoured payments or failure to pay), any previous advice from you about a potential inability or unwillingness to pay, where your usage is inconsistently high when compared with previous usage patterns or pending bankruptcy or insolvency
- K) if you have applied for your Service over the telephone with a customer representative and decline the Service within 7 days from Service Commencement under clause 2.5

Payment plans and financial hardship

If you need a payment plan or are experiencing financial hardship, then please contact our customer Service team to discuss options. Our financial hardship policy is on our website: www.cwnet.com.au/fhp-2

Suspension events not caused by your default or conduct

- 14.3. Subject to our obligation to give you notice (if applicable) as set out in clause 14.6, we may immediately suspend, cancel or restrict the supply of the Service to you if:
- A) a Supplier terminates its agreement with us, or ceases to supply services to us, and We are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us;
 - B) there is an emergency;
 - C) doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons;
 - D) We are required by law or in order to comply with an order, direction or request of a Regulatory Authority, an emergency services organisation or any other authority;
 - E) the ACCC issues us with a Competition Notice in respect of the Service or We anticipate that it may do so;
 - F) providing the Service to you may be illegal or We anticipate that it may become illegal;
 - G) a Force Majeure Event prevents the supply of the Service in accordance with our CRA for more than 14 days;
 - H) We reasonably believe a threat or risk exists to the security of the Service or the integrity of our Network or a Supplier's Network;
 - I) We are allowed to under another provision of our CRA; or
- 14.4. If we suspend the Service under clauses 14.2 or 14.3, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

Notice

- 14.5. We may exercise our rights under clause 14.2 immediately by giving you notice, but:

- A) We will try to give you reasonable notice before exercising our rights under clause 14.2 by reason of the circumstances referred to in clauses 14.2(F), 14.3(B), 14.3(D) or 14.3(E);
- B) We may be unable to give you notice in the event of an emergency. We will, however, try to provide as much notice as possible; and
- C) We will not be required to give you notice if We exercise our rights by reason of the circumstances referred to in clause 14.2(G).

Cancellation or suspension by you

14.6. Except as provided otherwise in the Service Description for your Service, you may cancel the Service without liability, by giving us notice:

- A) if there is no Contract Term specified in the Service Description or your Application, at any time by giving us notice;
- B) if a Contract Term is specified in the Service Description or your Application, at any time after the end of the Contract Term by giving us notice;
- C) at any time by giving us notice if:
 - i. We breach a material term of our CRA and that breach is not capable of remedy; or
 - ii. We breach a material term of our CRA and that breach is capable of remedy but We fail to remedy that breach within 14 days after you give us notice requiring us to do so.
- D) of at least 14 days where there has been a prolonged Interruption to the Service lasting for more than 10 days, or more than one reported Interruption in a 12 month period. This clause does not apply to Interruptions which occur because of:
 - i. a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 14.2;
 - ii. a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed at clause 14.3(B), (C), (D), (G) or (I);
 - iii. a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment; or
 - iv. your acts or omissions.

14.7. If you cancel your Service in accordance with clause 14.6(D) and we have supplied you with equipment under a Special Offer on the condition that you acquired the Service for the full Contract Term then:

- A) if we supplied the equipment free of charge, you must:
 - i. return the equipment to us; or
 - ii. retain the equipment and pay for it in full; or
- B) if we supplied the equipment at a discount, you must:
 - i. return the equipment to us and we will reimburse you the purchase price paid by you, or

- ii. retain the equipment and pay us an amount equivalent to the discount we gave you.
- 14.8. You may cancel the Service before the end of the Contract Term by giving written notice to us but you may be required to pay a Break Fee in accordance with clause 15.3(B) and the Pricing Schedule.
- 14.9. You may ask us to suspend the Service by giving notice to us. We will try to do so within a reasonable period if it is a Service for which suspension is an option.
- 14.10. If you request cancellation of the Service before or after the end of the contract term, you must;
- A) do so in writing, either via email or by completing a service cancellation form which is available upon request.
 - B) provide 30 days' notice and pay any outstanding charges up to and including the 30 day notice period.

15. CONSEQUENCES OF SUSPENSION AND CANCELLATION

Consequences of suspension

- 15.1. If the Service is suspended in accordance with our CRA, then you will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended:
- A) by reason of the circumstances referred to in clauses 14.2 (A), 14.2(B), 14.2(C), 14.2(D), 14.2(E), 14.3(C), 14.2(G), 14.2(H), 14.2(I), 14.3(H) or 14.2(J); or
 - B) for an insignificant period as a result of the circumstances referred to in clause 14.3(B), you must pay all charges (other than usage based charges) arising before, during and after suspension in accordance with our CRA.
- 15.2. If We reconnect a Service that has been cancelled, you may have to pay us a reconnection charge. You will not be required to pay a reconnection charge if the Service was cancelled pursuant to clause 14.5(C) or due to our fault or negligence.

Consequences of cancellation

- 15.3. If the Service is cancelled in accordance with our CRA (other than in accordance with clause 14.5(B) or (C)):
- A) before the Service Commencement Date, We can charge you any costs incurred by us in preparing to provide it to you; and
 - B) during the Contract Term, then you must pay to us the Break Fee.
- 15.4. You acknowledge and agree that if the Service is cancelled before the end of Contract Term:
- A) We will suffer loss in connection with the cost of Network components no longer required to supply the Service after the cancellation;

- B) the Break Fee represents a genuine administrative cost We will incur as a result of early cancellation and is not a penalty;
- 15.5. If the Service is cancelled you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have paid in advance for the cancelled Service on a pro-rata basis to you. However, We can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.
- 15.6. In the event that there is credit remaining on your account at the time of cancellation, you will receive the credit via your listed credit card without being charged the Handling Fee. We reserve the right to charge any associated merchant fees, as they are a reflection of the costs incurred by us to prepare the refund for you. If a cheque or other method of refund is required, a Handling Fee is payable.
- 15.7. On cancellation of the Service for any reason:
- A) you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment, equipment you have purchased but not fully paid for, or other material of ours (including any software) on the Premises or in your possession or control;
 - B) unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected;
 - C) you must immediately stop using the Service; and
 - D) the parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 5 (Equipment), clause 9 (Billing and Payment), clause 10 (Billing Disputes), clause 11 (GST), clause 12 (Personal Information), this clause 15 (Consequences of Suspension and Cancellation), clause 16 (Our Liability to You), clause 17 (Your Liability to Us), clause 19 (Assignment and Subcontracting) and clause 20 (General).

16.OUR LIABILITY TO YOU

Personal injury and death

- 16.1. We accept liability for any loss, cost, liability or damage incurred by you (but excluding Consequential Loss) arising from personal injury or death to you or your Personnel to the extent it is caused or contributed to by our negligence in connection with our CRA.

Property damage

- 16.2. We accept liability for our negligence in relation to supplying the Service if it causes damage to your property or equipment but only by repairing or replacing the property or paying you the cost of doing so. Please also read through our Installation, Relocation and Cancellation policy located on our website here – www.cwne.com.au/policies in regards to installations under certain circumstances listed in the Installation, Relocation and Cancellation policy.

Interruption to the Service

- 16.3. We accept liability to you for Interruptions to the Service which are a result of our fault or negligence, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable foreseeable loss incurred.

Quality of service

- 16.4. Certain laws imply terms into contracts for the supply of goods or services that cannot be excluded (eg, that services are provided with due care and skill and goods are reasonably fit for their purpose and of a certain quality). If those terms are implied into our CRA and We breach them, We accept liability for the breach. Otherwise, We exclude all conditions and warranties implied into our CRA, and limit our liability for any non-excludable conditions and warranties to resupplying, repairing or replacing the relevant goods or services where the goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

Customer Service Guarantee

- 16.5. You may also have certain rights and remedies under the Customer Service Guarantee, which establishes minimum connection and fault repair times and entitles you to specified amounts of damages if they are breached. We accept liability to you in accordance with, and subject to, the Customer Service Guarantee.

Suspending the service

- 16.6. We exclude any liability to you (whether based in contract, tort (including negligence), statute or otherwise) for suspending the Service where We do so in accordance with our CRA.

Contributory Loss

- 16.7. Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with our CRA or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that your acts or omissions or your equipment (or the acts, omissions or equipment of a third person, including a Supplier) cause or contribute to that loss, cost, liability or damage.

Consequential Loss

- 16.8. We exclude any liability to you for any Consequential Loss suffered or incurred by you in connection with the supply or Interruption of any goods or services (including the Service) or with our CRA (whether based in contract, tort (including negligence), statute or otherwise).

Force Majeure Event

- 16.9. We are not liable for failing to comply with any of our obligations under our CRA if a Force Majeure Event occurs which prevents us from performing those obligations.

- 16.10. CWNet shall not be liable for any delay, interruption, or failure in the performance of the Service to the extent caused by circumstances beyond its reasonable control, including but not limited to failure of third-party fibre links, faults in carrier networks, or disruptions affecting relayed towers and related infrastructure.

When We are not liable to you

- 16.11. We are only liable to you in the cases set out in this clause 16. Otherwise, We exclude any liability We might otherwise have to you in connection with our CRA or the Service to the extent that such liability is not expressly accepted by us under this clause 16.

17.YOUR LIABILITY TO US

Joint customers

- 17.1. If you and one or more others are the customer for a Service, each of you is jointly and individually responsible for all charges and other obligations relating to that Service.

Indemnity

- 17.2. You indemnify us against (and must pay us for) any loss, damage, cost or liability (including reasonable legal costs) We suffer or incur relating to:
- A) the use (or attempted use) of the Service; or
 - B) equipment used in connection with the Service.
- 17.3. You must ensure that any person who you allow to use the Service, or to whom you ask us to supply the Service directly, complies with our CRA as if they were you.

18.TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

- 18.1. The Telecommunications Number Plan 1997 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.
- 18.2. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.
- 18.3. The Service may use identifiers such as an IP address or domain name ("Public Addressing Identifiers"). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.
- 18.4. You acknowledge and agree that:
- A) We do not control the allocation of Public Addressing Identifiers;

- B) We are not liable to you if We are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
- C) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

19.ASSIGNMENT AND SUBCONTRACTING

- 19.1. You can assign or transfer legal responsibility for the Service if you obtain our prior written consent.
- 19.2. To the extent they are assignable, We may at any time assign:
 - A) our rights under our CRA to any person;
 - B) assign our obligations under our CRA to a Related CWNet Entity that is able to perform those obligations and, if that Related CWNet Entity undertakes to perform those obligations, We will be released from any further performance with effect from the date of transfer.
- 19.3. We may perform any of our obligations under our CRA by arranging for them to be performed by another person, including a Supplier or a Related CWNet Entity.

20.GENERAL

Confidentiality

- 20.1. You and We each agree to keep confidential the other's Confidential Information. You and We will not use or disclose the other's Confidential Information for any purpose, other than:
 - A) to the extent necessary to perform obligations or exercise rights under our CRA;
 - B) to the extent disclosure is required by law or the listing rules of a stock exchange or a direction by a Regulatory Authority; or
 - C) to professional advisors in connection with our CRA.
- 20.2. For clarity, We may refer to you as a customer of ours in our press releases, or in our marketing sales or financial material or reports.

Notice

- 20.3. A notice, approval or consent to be issued under the CRA must be in writing, except for variations by us, for which notice can be given in accordance with the *Telecommunications Act*. In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:
 - A) if left at the address of the addressee, at the time it was left;

- B) if sent by ordinary post, on the third day after posting;
- C) if sent by express post, on the next day; and
- D) if sent by facsimile or electronic transmission, at the time when the machine on which the notice is sent, reports in writing that the notice has been transmitted satisfactorily.

Waiver

- 20.4. If We have a right arising out of a breach by you of our CRA and We do not exercise that right, We do not waive that right, unless We do so in writing signed by us, or our right to insist on performance of that or any other obligation at any other time.

Severance

- 20.5. If a provision of CRA is void, voidable or unenforceable, it will be severed and the remainder of our CRA will not be affected.

Governing Law

- 20.6. Our CRA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you ordinarily reside. You and We agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

21. DEFINITION AND INTERPRETATION

- 21.1. In our CRA:

Application has the meaning set out in clause 2.4

Break Fee means the relevant cancellation fee or termination charge (if any) calculated in accordance with the Pricing Schedule, a Service Description or any appendix to the Service Description.

Confidential Information means of a person means all information of that person ("**Owner**") of a confidential nature, which another person ("**Recipient**") first becomes aware, whether before or after the date of the original Application, either through disclosure by the Owner to the Recipient or otherwise through the Recipient's involvement with the Owner.

Confidential Information does not include information:

- A) the Recipient creates (whether alone or jointly with any person) independently of the Owner's Confidential Information;
- B) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any person to whom it has disclosed the information); or
- C) obtained without restriction as to further disclosure from a source other than the Owner through no breach of confidentiality by that source. In respect of us, "Owner" and "Recipient" includes us and each Related **CWNet** Entity.

Consequential Loss means:

- A) loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages; and
- B) any penalties or fines imposed by a Regulatory Authority.

Contract Term means the minimum contract term specified in your Application, which commences on the Service Commencement Date, or, if no contract term is specified in the Application or our CRA, then there will be no minimum contract term.

Credit Information means:

- A) personal identifying particulars including your name, gender, current address (and your previous two addresses), date of birth, telephone number, mobile number, banking details, credit card details, name of employer and drivers licence number;
- B) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
- C) the fact that We are a current credit provider to you and any credit limit on your account;
- D) payments which are overdue by more than 60 days and/or for which debt collection action has started;
- E) advice that your payments are no longer overdue in respect of any default that has been listed;
- F) the fact that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);
- G) information about any payments, including cheques, credit cards and direct debits, which have been dishonoured;
- H) court judgments or bankruptcy orders made against you; and
- I) the fact that We have ceased providing the Service to you (and the timing of that cessation of service)

Credit Rating means information about your credit worthiness, credit standing, credit history or credit capacity that credit providers may give to each other under the *Privacy Act 1998 (Cth)*

Customer Service Guarantee means any performance standards issued under *Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)*.

Downgrade means a variation to the Service which reduces the capacity, use or utility of that Service and results in a reduction in the Regular Fees payable for the Service.

Downgrade Charge means the relevant downgrade charge (if any) specified in the Service Description.

Excluded Event means:

- A) a breach of our CRA by you;
- B) a Force Majeure Event;
- C) a negligent or fraudulent act or omission of you or any of your employees, agents or contractors; or
- D) a failure of any of Your Equipment.

Force Majeure Event means any event outside that person's reasonable control, and includes a failure or fluctuation in any electrical power supply, failure of airconditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party (including any Regulatory Authority or Supplier).

Handling Fee means a fee incurred by us to provide you with a refund.

Insolvent includes having a receiver, manager, administrator, provisional liquidator or liquidator appointed to you, you entering into any scheme of arrangement with your creditors, a mortgagee entering into possession or disposing of the whole or any part of your assets or business.

Interruption in the supply of goods or a service means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service.

Material Terms means those terms and conditions We provided to you and/or read out to you over the telephone.

Network means a telecommunications network, equipment, facilities or cabling.

Off Peak means the hours of the day when your data usage is counted towards your Off Peak quota allowance.

Our Equipment has the meaning set out in clause 6.1

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained and includes your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, occupation, driver's licence number and your Credit Information and Credit Rating.

Personnel means that person's employees, agents, contractors or other representatives.

Purchased Equipment has the meaning set out in clause 6.5.

Premises means locations at which We supply the Service, and locations to which We need to have access to supply the Service.

Regulatory Authority means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Related CWNet Entity means an entity that is related to **CWNet (ABN: 68664461723)**, in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

Service means the service requested by you in your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (including equipment) and ancillary services provided to you by us in connection with that service.

Service Commencement Date means the date on which We notify you that the Service is ready for use.

Service Description means our standard service description describing the Service and setting out specific terms and conditions for the Service and set out in Section B of our CRA.

Special Offer has the meaning set out in clause 8.5.

Supplier means any supplier of goods or services (including interconnection services) which may be used directly or indirectly by us to supply the Service.

Telecommunications Act means the *Telecommunications Act 1997* (Cth)

Telecommunications Legislation means the *Telecommunications Act*, the *Telecommunications (Consumer Complaints Handling) Industry Standard*, *Telecommunications (Customer Service Guarantee) Standard*, *Telecommunications (Financial Hardship) Industry Standard*, *Telecommunications (Customer Communications for Outages) Industry Standard*, *Telecommunications (Consumer Complaints Handling) Industry Standard*, *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard* each as amended or replaced from time to time.

Unmetered means the hours of the day when your data usage is not counted to any quota allowance.

Usage means the amount of time generated or data Downloaded by your Internet access.

You means the customer who makes the Application and where two or more persons have applied, means those persons individually and every two or more of them jointly (and **your** will have a corresponding meaning).

Your Equipment has the meaning set out in clause 6.3

We, us means **CWNet (ABN [WISP ABN Here])** or any Related **CWNet** Entity which supplies the Service to you (and **our** will have a corresponding meaning).

Website means the website located at **[WISP Website Here]**

21.2. Unless the context otherwise requires:

- A) undefined words and expressions have the same meaning as in the Telecommunications Legislation.
- B) the expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assigns and novatees.
- C) a reference to a person includes a reference to a person, firm, corporation or other legal entity.
- D) a term which is defined in any part of our CRA has the same meaning in every other part of our CRA.
- E) the singular includes the plural and vice versa.
- F) different grammatical forms of the same word have the corresponding meaning.
- G) a reference to a clause is to a clause in the General Terms, unless otherwise stated.
- H) examples or words of inclusion are illustrative only and do not limit the generality of the relevant subject.
- I) a "reasonable" notice period means a period which is reasonable in the circumstances taking into account technical, operational and commercial issues.

Our Customer Relationship Agreement (CRA)

SECTION B: SERVICE DESCRIPTIONS

B1: BROADBAND SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 14 of this Service Description.

1. ABOUT THE BROADBAND SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1. This is the Wireless Broadband Service Description of our CRA under which We supply Internet access services to you.
- 1.2. The General Terms set out in Section A also apply.

Service options

- 1.3. The CWNet Fixed Wireless Broadband Service comprises all of the following Service options:
 - A) Residential Wireless Broadband Plans
 - B) Business Wireless Broadband Plans

The Service features for all current Service options are described in the Pricing Schedule. Some Wireless Broadband Pricing Plans and products are no longer available for Application as indicated in the Pricing Schedule and are known as “Grandfathered” or “Legacy” products, services or plans.

- 1.4. Where possible, CWNet will connect you to the CWNet Fixed Wireless Network. Where this is not possible, CWNet may offer you an nbn[®] connection. CWNet supplies nbn[®] services as a reseller. The nbn[®] network is operated and maintained by NBN Co Limited and is outside of the CWNet Fixed Wireless Network.

2. THE BROADBAND SERVICE

What is the CWNet Wireless Broadband Service?

- 2.1. The CWNet Wireless Broadband Service is a Broadband Internet Access Service that provides access to the Internet and related services, such as email and the world wide web, by means

of fixed wireless broadband technology at your Premises, over a Fixed Wireless network owned and operated by CWNet Pty Ltd;

2.2. Details of service plans and applicable charges are available in the Pricing Schedule.

Service requirements and restrictions

2.3. In order to receive the Service:

- A) you must meet all of our System Requirements; and
- B) Allow access to our technicians or contractors to install, or arrange for the installation of, all the required equipment.

2.4. The CWNet Wireless Broadband Service can only be provided within a CWNet fixed wireless network area.

2.5. All CWNet Wireless Broadband Services are subject to availability and provisioning feasibility. We may refuse to provision a CWNet Wireless Broadband Service in our absolute discretion.

2.6. CWNet Wireless Broadband Services are only available to premises that meet a service qualification check. Serviceability is not guaranteed by remote service qualification check. Line-of-Sight (LoS) obstruction may cause your premises to be classed as unserviceable or require additional infrastructure in order to be serviceable.

You acknowledge that LoS can degrade over time due to new construction, vegetation growth or other obstructions. CWNet is not responsible for issues affecting LoS that are outside of our control.

2.7. You acknowledge that:

- A) you may not be able to receive the Service at your location;
- B) We do not provide technical support for Services using the Wireless Router under the following conditions:
 - i. running internal networks connected to the Service;
 - ii. running network services or providing network services to others via the Service;
 - iii. running connectivity software other than that provided with the Wireless Router;
- C) We do not guarantee that the Router Software or other Software will be compatible with any network of machines you may have after the Wireless Router;
- D) We do not guarantee Internet access through wireless access, or the compatibility of a wireless device or connection with Your Equipment and/or network structure;
- E) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service. These services and products include but are not limited to older fax machines, Panasonic cordless analogue phones, Commander phone systems, PABX, line-hunt groups and any other analogue devices;

- F) We do not guarantee that your connection to the Internet will achieve the theoretical maximum connection speed specified in the Pricing Schedule at any given time as variables such as signal strength, distance from wireless towers, traffic and load have an effect on the connection speed;
- G) We do not guarantee the availability of connections to the Network;
- H) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), We cannot promise that the Service will be continuous, fault-free or accessible at all times.

2.8. The following restrictions apply to the use of the Service:

- A) You must be the legal lessee of the Premises or, if you are not the legal lessee of the Premises used to connect to the Service, you have obtained the legal lessee's permission to connect the Service;
- B) You must be over 18 years of age to apply for the Service. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and We are not responsible for any Internet content that may be viewed while using the Service.

Connecting to the CWNet wireless network

2.9. Unless your Premises is already connected to the CWNet wireless network, in order to receive the CWNet Wireless Broadband Service, your Premises will need to be connected to the CWNet fixed wireless network. Standard installations are at a cost outlined in the Pricing schedule. Non-standard installations may require you to pay additional charges. Information about CWNet installations can be found in the support section on our Website.

Standard Installations

2.10. Subject to any changes in CWNet installation practices, a standard installation includes:

- A) The installation of an outdoor antenna unit on the outside of your Premises.
- B) The installation of a Wireless Router inside your Premises.
- C) Connection of an Ethernet cable from the Wireless outdoor antenna unit, via a wall plate to the Wireless Router.
- D) The connection of the outdoor antenna unit and Wireless Router to a 'plug pack' power supply unit, connected to the nearest standard 240V power point to where the wireless router is located.

2.11. You are responsible for providing an internal domestic AC 240V 10A socket-outlet in a suitable location for the installation. You are responsible for any additional required power outlets to supply additional equipment to enable the Service and additional services.

Special Installation Requirements

- 2.12. If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician.

Contract Term

- 2.13. We will provide, and you must acquire the Wireless Broadband Service, in accordance with our CRA for at least the Contract Term. After the end of the Contract Term, We will continue to provide, and you must continue to acquire the Service until it is cancelled in accordance with our CRA.

nbn[®] Services

Where possible, CWNet will connect you to the CWNet Fixed Wireless Network. Where this is not possible, CWNet may offer you an nbn[®] connection.

- 2.14. Reseller Status - CWNet supplies nbn[®] services as a reseller. The nbn[®] network is operated and maintained by NBN Co Limited and is outside of the CWNet Fixed Wireless Network.
- 2.15. Maintenance and Outages - CWNet is not responsible for the maintenance or provision of the nbn[®] network. We will notify affected nbn[®] customers of planned or unplanned maintenance outages as information is made available to us by nbn[®], CWNet has no control over the timing or duration of such outages. No compensation will be offered to nbn[®] customers for outages caused by the nbn[®] network.
- 2.16. Pricing - Prices for nbn[®] plans are subject to change in line with wholesale price changes determined by nbn[®] or its wholesale providers. CWNet will update customers of such changes as required.
- 2.17. Service Level Agreements (SLAs) - CWNet's SLA options and compensation provisions apply only to services delivered via the CWNet Fixed Wireless Network. These SLA terms do not apply to nbn[®] services, as CWNet has no control over nbn[®] maintenance, repair timeframes, or restoration processes.
- 2.18. Equipment - Any nbn[®] network termination device (NTD) or other equipment provided by nbn[®] remains the property of nbn[®] and must not be moved, tampered with, or altered. CWNet-supplied modems or routers remain subject to CWNet's Hardware Terms and Conditions. Customers are responsible for maintaining their own equipment (other than the nbn[®] NTD) in good working order.
- 2.19. Performance Disclaimer - Speeds and service performance for nbn[®] services may differ from CWNet Fixed Wireless services and are subject to nbn[®] network conditions. CWNet makes no warranty that advertised speeds will always be available on the nbn[®] network.
- 2.20. Transfers and Churn - Moving between CWNet Fixed Wireless services and nbn[®] services (or vice versa) may involve disconnection, reconnection, or installation fees. Any such fees will be advised at the time of transfer.
- 2.21. Acceptable Use - Customers using nbn[®] services remain bound by CWNet's Acceptable and Fair Use Policy, as well as all other applicable CWNet policies.

- 2.22. CWNet's "local service" applies only to the area in which the CWNet Fixed Wireless Network exists, for the purpose of IT related call outs CWNet does not offer services outside of this area. Local phone support and customer service applies to all customers.

3. INSTALLING THE SERVICE

Appointments

- 3.1. You are responsible for ensuring that you (or an adult authorised by you) are at your Premises for the installation appointment to:
- A) provide access to your Premises for the installation work;
 - B) approve the final location of the installation; and
 - C) approve any additional charges for non-standard installation tasks (if applicable).
- 3.2. You acknowledge and agree that:
- A) If you need to reschedule the installation appointment you must give us at least two business days' notice, and that fees may apply for missed appointments.
 - B) You are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges.
 - C) Any 'at heights' high risk work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved and additional equipment to complete installation.
 - D) CWNet will not guarantee that 'at heights' high risk work will be undertaken.

Customer cabling and third party services

- 3.3. You acknowledge that:
- A) You may need new cabling to connect the location of the network termination device to where you intend to use the Service (or other services connected to the network termination device). This cabling is not provided as part of the CWNet Wireless Broadband Service and is your responsibility. This cabling is subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2020) and you may need to arrange and pay for the services of an ACMA licensed cabler to install this cabling in your premises.
 - B) You should consider all your future cabling needs (e.g. for a telephone / VoIP service, PoE connected equipment, ethernet connections to security cameras), as well as the immediate requirement for an Ethernet connection point at a suitable place inside your premises.

- 3.4. Where wiring does not exist or you have a fault with your wiring, you can arrange for your own contractor to perform the work required to install or fix this wiring. Alternatively after service activation you may lodge a fault with us and we will arrange a technician to attend your premises (you must be at the premises as required at the time the technician attends the premises to fix the fault). The technician will quote you a fee for service based on any work required.
- 3.5. You will be responsible for the cost of any third party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

Access to your premises

- 3.6. You agree that you will allow us (or any other authorised person nominated by us as per Section A clause 19.3) safe, efficient and timely access to your Premises when required:
- A) to supply the service to you or any other customer;
 - B) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the CWNet or any third party network; or
 - C) for any other reasonable purpose, for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.
- 3.7. You agree that:
- A) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
 - B) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- 3.8. If you are not the owner of your Premises, you must obtain the owner's consent for the CWNet Equipment to be installed. You agree that the installation of the CWNet Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

4. SOFTWARE

- 4.1. We may choose to provide the Wireless Router and other Software to you for use with the Service.

Licence to use

- 4.2. We grant to you a revocable, non-exclusive, non-transferable licence to use the Wireless Router Software and other Software subject to this paragraph 4 and any end user agreement provided with the software at the time of installation.

Restrictions on Use

- 4.3. Where We provide Software to you, you must:
- A) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with the Service and on the number of additional PCs corresponding to the number of any Additional Users you have requested. If you have requested Additional Users, We will give you the number of licenses that corresponds to the number of Additional Users requested;
 - B) not copy, translate, adapt, modify, alter, decompile, disassemble, reverse engineer the Software or create any derivative works based on the Software or merge the Software with any other software;
 - C) only use the Software in accordance with our directions from time to time;
 - D) not sub-licence, assign, share, sell, rent, lease, supply, distribute or otherwise transfer to any person your right to use the Software;
 - E) not alter or remove any copyright or other intellectual property notifications applied to the Software; and
 - F) comply with the terms and conditions of any end user agreement provided with the software at the time of installation.

5. EQUIPMENT

Our Equipment

- 5.1. We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or 'as new'. All risk in and title to this Required Equipment passes to you on delivery.
- 5.2. If We do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before We can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself for use with the Service:
- A) any such equipment, including wireless routers, must meet the requirements specified (if any) in the "Support" web pages located on our website.
 - B) the operation of the Required Equipment and any repairs to it will be your responsibility.
- 5.3. If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If

we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

- 5.4. Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Wireless Router, CWNet owns the CWNet Equipment.

You agree that you will not do anything or authorise anything to be done which might affect the ownership of the CWNet Equipment and that you will comply with all reasonable instructions of us or CWNet to protect CWNet ownership of the CWNet Equipment. You agree that without CWNet prior written agreement, you will not remove or obscure any identification marks on the CWNet Equipment. You agree that the CWNet Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of us or CWNet to do so.

- 5.5. You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the CWNet Equipment.
- 5.6. You will not interfere with or damage the CWNet Equipment and you will take all reasonable care of the CWNet Equipment.
- 5.7. You are liable for any damage to or removal of the CWNet Equipment, unless the damage or removal is caused by us or our contractors or CWNet or its contractors.

Your Equipment

- 5.8. You agree to ensure that any equipment used by you in connection with the Service:
- A) is approved for use in connection with Australian telecommunications networks;
 - B) is not used for any purpose other than the purposes for which it was approved; and
 - C) is maintained in good repair and working condition.

6. TELEPHONY DEVICES AND PHONE LINES

- 6.1. The CWNet Wireless Broadband Service does not require an active PSTS telephone line or fibre connection.
- 6.2. Services associated with a telephone line that require a telephone line to operate (e.g. monitored alarms, fax, EFTPOS machines, etc) will not operate with the CWNet Wireless Broadband Service. It is your responsibility to ensure that you keep the PSTS telephone line active where required or alternative arrangements are made (if required) and CWNet will not be liable to you in relation to the foregoing.
- 6.3. CWNet provides a VoIP Service available as an additional Service with the Wireless Broadband Service. The service is a VoIP service as described under clause 7. The fees for the CWNet VoIP Service are outlined in the Pricing Schedule

7. ADDITIONAL SERVICES

Voice over Internet Protocol (VoIP) Service

- 7.1. The CWNet VoIP Service is a service for voice telephony which uses Voice over Internet Protocol and which requires an underlying broadband Internet Service.
- 7.2. A CWNet VoIP Service is available with the CWNet Wireless Broadband Service.
- 7.3. Charges and features of the VoIP Service are set out in the Pricing Schedule.
- 7.4. The CWNet VoIP Service is not intended to be a substitute for a primary telephone service. In order to provide you with cheaper call rates than are available with a primary telephone service, we require you to waive your entitlements under the Customer Service Guarantee.

Further information about the Customer Service Guarantee waiver is contained in the document entitled '*Customer Service Guarantee Waiver*' which is available on our Website.

- 7.5. Quality of the CWNet VoIP Service is not guaranteed. If your CWNet Wireless Broadband connection is not working or is set up incorrectly or there is a power failure, the VoIP service will not work until the CWNet Wireless Broadband service is restored. **This means you will not be able to make any telephone calls using the VoIP Service, including calls to 000 during the relevant period.**
- 7.6. When the underlying CWNet Wireless Broadband Service is suspended, the corresponding CWNet VoIP Service is also suspended. **This means you will not be able to make any telephone calls using the VoIP Service, including calls to 000 during the relevant period.**
- 7.7. Cancellation of your CWNet Wireless Broadband Service will result in the cancellation of the corresponding CWNet VoIP Service, and you may have to pay a Break Fee if applicable (as set out in the Pricing Schedule) if it is during a Contract Term.

8. USE OF THE SERVICE

- 8.1. When using the Service you must comply with:
 - A) our CRA, including clause 5 of the General Terms, and this clause 8; and
 - B) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- 8.2. Any use of the Service at the Premises is your responsibility. The terms of our CRA apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- 8.3. You must ensure that any software you use in relation to the Service is properly licensed.

- 8.4. The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- 8.5. All IP addresses provided by us for your use remain our property. Most Services include either a static or a dynamic IP address. With a dynamic IP address service a new IP address is usually allocated when the modem/router are rebooted. The IP address remains until the next time the computer and modem/router are switched off. Where a static IP address is provided, the modem/router will connect using the allocated static IP address.
- 8.6. We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
- A) deleting transitory data that has been stored on our servers for longer than 90 days;
 - B) deleting stored email messages that are older than 90 days;
 - C) rejecting any incoming email messages and attachments that exceed 20 Megabytes (including encapsulation);
 - D) delivering access and content via proxy servers;
 - E) limiting the number of addresses to whom an outgoing email can be sent;
 - F) refusing to accept incoming email messages to mailboxes that have exceeded the email storage limit;
 - G) managing the Network to prioritise certain types of Internet traffic over others; and
 - H) blocking or filtering specific Internet ports.
- 8.7. You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.
- 8.8. You may request additional users on the Service in accordance with the Pricing Schedule
- 8.9. You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your password regularly.
- 8.10. We may monitor use of the Service to investigate a breach (or suspected breach) upon the request of an authorised authority.
- 8.11. Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.

9. SERVICE CHARGES AND BILLING

Service charges

- 9.1. You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application and in accordance with any applicable provisions in the Pricing Schedule.
- 9.2. The charges for the Service will depend on the Service option and features and characteristics for each Service option selected by you in your Application.

Billing

- 9.3. We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule and selected by you in your Application, and any other terms set out in the Pricing Schedule.
- 9.4. Some Wireless Broadband Pricing Plans have a Monthly Usage Allowance. If this applies to your selected Wireless Broadband Pricing Plan and you exceed the Monthly Usage Allowance We may:
 - A) 'Shape' (ie slow down) your connection download and upload speed; and/or
 - B) bill you for Excess Usage Charges for your Excess Usage

The type of limit and charges applied in these circumstances will be outlined in the Pricing Schedule for your plan.

- 9.5. Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed paper invoices requested by you may incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time.

Variation of charges

- 9.6. We may vary the charges payable for the Service at any time. If the intended variation is likely to have a significant detrimental impact on you:
 - A) We will give you notice in writing of the intended variation at least 21 days prior to the date on which the variation takes effect; and
 - B) you may cancel the Service, without incurring any Break Fee or other charge (other than those incurred by you prior to the date of cancellation) by giving notice to us within 42 days after the date that We give you notice under General Terms 9.6(A).

Commencement of charges

- 9.7. Service charges will accrue from:
 - A) the date of CWNet Wireless Broadband Service installation Completion, where We provide you with the Hardware and/or equipment; or
 - B) the date of CWNet Wireless Broadband Service installation, where We have made a first delivery attempt to provide you with the Hardware and/or equipment; or

- C) the date of CWNet Wireless Broadband Service installation, where you supply some or all of the Required Equipment yourself.

Payment

9.8. You must pay the charges for the Service:

- A) by direct debit payment from your credit card or debit card; or
- B) by direct deposit into our bank account, under special application only.

9.9. If you provide us with your credit card details for the purposes of paying for the Service, we may:

- A) charge all fees to your credit card on a monthly basis from the applicable date referred to in clause 9.7;
- B) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
- C) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
- D) charge any applicable Break Fee to your credit card immediately on notice of cancellation of the Service.

9.10. If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

9.11. Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to clause 16.3 of Section A General Terms, you must continue to pay the charges for the Service even if:

- A) your computer is not working;
- B) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
- C) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.

10. MONTHLY USAGE ALLOWANCE AND SHAPING

Monthly Usage Allowance

10.1. Each CWNet Pricing Plan provides a Monthly Usage Allowance that represents the maximum data usage that can be used at Plan Speeds during a Month (regardless of the number of days in that month). Barring Exempted Sites, all traffic is counted towards the Monthly Usage Allowance on the CWNet Wireless Broadband Service, including VoIP uploads.

- 10.2. Your Usage is reset to zero each month, at the anniversary of your billing period. Your amount of data Usage (measured in Megabytes) applies to a combination of Downstream and Upstream data.

Shaping

- 10.3. If your Usage exceeds the Monthly Usage Allowance for any given Month, then your access to the CWNet Wireless Broadband Service will be Shaped (Downstream and Upstream). The VoIP service is unaffected by this Shaping.
- 10.4. Your Service will remain Shaped until the commencement of the next Month. Any unused Monthly Usage Allowance in any Month cannot be rolled over into subsequent Months.
- 10.5. Your Service is shaped during all periods (including unmetered periods) after you have exceeded your usage.

Monitoring your Usage

- 10.6. We may notify you by email to your email address provided by you from time to time, when your Usage has exceeded the Monthly Usage Allowance. We reserve the right to monitor any additional Usage whilst access to your Service is Shaped.
- 10.7. An online customer portal is provided on our web page to allow you to view your Usage for the current Billing Month.

11. CANCELLATION, SUSPENSION OR VARIATION

Cancellation or suspension by us

- 11.1. We may cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms of our CRA.

Cancellation or suspension by you

- 11.2. You may cancel the Service at any time by contacting us and verifying your identity but you may be required to pay a Break Fee if applicable in accordance with clause 11.3.
- 11.3. If you cancel the Service after service activation but before the end of the Contract Term, the Break Fee, if applicable, set out in the Pricing Schedule will apply. Subject to the clause 10 of the General Terms (Billing Disputes), you authorise us to debit these payments from your credit card or debit card at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related CWNet entity to you.
- 11.4. If there is no Contract Term for your service and you cancel the Service within 5 working days of your next billing date if applicable, set out in the Pricing Schedule will apply. Subject to the clause 10 of the General Terms (Billing Disputes), you authorise us to debit these

payments from your credit card or debit card at the time of receipt of a cancellation notice from you. We will credit any fees paid in advance by you against fees payable by you for another service supplied by us or a related CWNet entity to you.

Variations

- 11.5. You may vary a CWNet Pricing Plan within the CWNet Wireless Broadband Service range to another CWNet Service Pricing Plan within that range. A fee for making a variation may apply as described in the Pricing Schedule.
- 11.6. You may vary your Service or CWNet Pricing Plan by contacting us directly to make the change, you are responsible for ensuring that the varied Service selected by you meets your requirements.
- 11.7. The variation of your Service or CWNet Pricing Plan, will not affect the duration of the Contract Term.
- 11.8. We will apply any fees paid in advance by you against the fees payable for the varied Service. All Traffic used in the month will count towards the Monthly Usage Allowance applicable to the varied Service for the purposes of Shaping.

12. MOVING PREMISES

- 12.1. The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing CWNet Wireless Broadband Service.
- 12.2. If the Service is available at your new Premises:
 - A) we may accept your Application and provide the Service at your new Premises; and
 - B) we may charge you a setup fee as specified in the Pricing Schedule.
- 12.3. If the Service is not available at your new Premises and you move before the end of the Contract Term and:
 - A) you elect to obtain an alternative service from us at your new address, we will waive any applicable Break Fee, however We may charge the applicable set-up fee for the new service, as specified in the Pricing Schedule.
 - B) we are unable to provide an alternative service at your new address or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

13. CUSTOMER SUPPORT

- 13.1. You acknowledge that:

- A) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), networking devices or local area networks to the Service.
- B) We do not provide technical support for Services under the following conditions:
 - i. running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
 - ii. running network services or providing network services to others via the Service;
 - iii. running connectivity software other than Software that we provide to you; or
- C) Some telecommunication services and products are not compatible with the Service and may not be available to you following installation of the Service.
- D) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time.
- E) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- F) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

Fault reporting and rectification

- 13.2. If your CWNet Wireless Broadband Service is faulty, in most cases you will be required to be at the Premises where the CWNet Wireless Broadband Service is installed for the fault to be fixed. If CWNet requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- 13.3. If you lodge a fault on the CWNet Wireless Broadband Service and a technician has attended your Premises, and the fault is found to be within your own equipment you may be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 13.4. If you lodge a fault on the CWNet Wireless Broadband Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that CWNet perform the required work. If requested, CWNet will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- 13.5. If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us.

Warranty

- 13.6. We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.
- 13.7. If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was caused by:
- A) any Equipment not provided by us (such as your computer);
 - B) any interference caused by a Force Majeure Event;
 - C) any interference with or modification to this Equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions; or
 - D) damage caused by you, then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs.

14. DEFINITIONS

- 14.1. In this Service Description:

Hardware means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

Required Equipment includes a modem and any other customer premises equipment that is required to access the Service.

Software means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website.

your Premises means the location at which you request us to provide the Service.

SECTION B2: VOIP SERVICE DESCRIPTION

Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 9 of this Service Description.

1. ABOUT THE VOIP SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.2. This is the VoIP Service Description of our CRA under which We supply VoIP Phone services to you.
- 1.3. The General Terms set out in Section also apply.

Service options

- 1.4. The CWNet VoIP Service comprises of the CWNet VoIP Service described in clause 2.

2. THE VOIP SERVICE

What is the CWNet VoIP Service?

- 2.1. The CWNet VoIP Service (the “Service”) is an enhanced voice communication service whereby the voice communication is converted into a digital signal (known as Internet Protocol or IP) and carried, in part, over a high-speed (broadband) Internet network. This service is also referred to as “Voice over IP”. It is a secondary and separate service that is distinct from a standard telephone service.
- 2.2. The CWNet VoIP Service provides you with access to a local and long distance telephone service with the ability to make and receive:
 - A) National (STD), fixed to mobile, and international calls;
 - B) Local Calls;
 - C) Calls to directory assistance services (for example, calls to 1223 and 1225); and
 - D) Calls to On-Net Numbers; and
 - E) Calls to Emergency Services (000); and
 - F) Calls to toll free call numbers (for example, 1300, 1800 and 13); and
 - G) Domestic satellite services; and
 - H) A range of other telephone services and products described in the Pricing Schedule, including, directory assistance and operator services.
- 2.3. Calls made using the **CWNet** VoIP Service can terminate to:
 - A) The numbers referred to in clause 2.2; and
 - B) Numbers in the same Local Call charging zone as the calling number; and
 - C) On-Net Numbers.

- 2.4. We can change the technical specifications of the Service at any time for operational and network planning reasons. We will give you prior written notice of changes which will have a more than minor detrimental impact on your use of the Service and, in such cases; you may cancel the Service in accordance with clause 1.4 of the General Terms.

Restrictions on connection and use of the Service

- 2.5. You acknowledge and agree that our supply of the **CWNet** VoIP Service is on terms that:
- A) The preference is to use the VoIP service over our **CWNet** Broadband connection. Whilst you may use the VoIP service on other broadband services, we may not be able to guarantee the quality of the calls when using the VoIP on an alternative broadband connection.
 - B) Calls using an override code (such as 1414) are not supported when using the **CWNet** VoIP Service;

Notwithstanding clause 2.7, you agree to waive your rights and protections afforded by the Customer Service Guarantee. The rights and protections which you agree to waive are set out in clause 2.14 of this Service Description.

- 2.6. You acknowledge that in order to receive and access the Service:
- A) you must install, or arrange for the installation of, all Required Equipment;
 - B) all Required Equipment used to connect to the Service must be compatible with the Service.
- 2.7. you acknowledge that:
- A) if any Required Equipment you supply yourself is not compatible with the Service or is faulty, you may not be able to access, operate or use the Service;
 - B) the quality of the Service and/or your ability to access the Service may be affected if there is an Interruption to the Broadband Service; and
 - C) if you request a variation to the Broadband Service, the quality of the Service and/or your ability to access the Service may be affected during implementation of your request to vary the Broadband Service.
- 2.8. You acknowledge that if you relocate your broadband service and move to a different call collection area, you may be assigned a new CWNet VoIP number. In being assigned a new CWNet VoIP number, if you have a broadband plan that is no longer for sale, you will be required to upgrade your broadband service to a currently sold service.

Required Equipment

- 2.9. We will provide you with the Required Equipment you order from us in your Application. This equipment may be new or “as new”. Where the equipment is “as new”, we will disclose

this to you prior to dispatch. All risk in the Required Equipment passes to you on delivery. Title to the Required Equipment passes to you upon payment in full.

- 2.10. If we do not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before we can supply the Service to you. If you choose to supply some or all of the Required Equipment yourself, the operation of that equipment and any repairs to it will be your responsibility.

Warranty

- 2.11. Where we supply any Required Equipment to you, we provide the warranty specified in the Pricing Schedule at no extra cost. The warranty does not apply where you have supplied your own Required Equipment.

Emergency Services

- 2.12. You acknowledge and agree that:
- A) the CWNet VoIP Service supports access to emergency call services (000 or other emergency service telephone numbers) but the **Service will not be available in the event of a power failure or Interruption to your Broadband Service connection;**
 - B) the CWNet VoIP Service is not a substitute for a standard public switched telephone network (PSTN) and it is recommended that you maintain an alternative telephone service (PSTN or mobile) to make and receive calls and to ensure that you have on-going access to 000 and other emergency call services;
 - C) we are not liable to you for any loss or damage you suffer or for any costs, expenses or charges you incur arising from any inability to access emergency call services using the CWNet VoIP Service and which is not a direct result of our fault or negligence;
 - D) Your full address details set out in your Application will be provided when notifying emergency call services organisations of your location in the event of an emergency. It is your responsibility to ensure that this information is current and to contact us if this information changes by calling Customer Support; and
 - E) **the Service will not be available in the event of a power failure or power outage, including access to emergency call services.** In the event that there is an interruption to the power supply, the Service will not be available until power is restored. A power failure or disruption may require you to reset or reconfigure the **CWNet** VoIP enabled modem/router prior to utilising the Service. **For this reason, we strongly recommend that you do not disconnect your primary standard telephone service or an alternative telephone service (mobile).**

Customer Service Guarantee Waiver

Please read the below information carefully. It contains information about rights and protections provided under the Customer Service Guarantee that you agreed to forego in return for the great benefits of a CWNet VoIP service.

2.13. The Telecommunications (Customer Service Guarantee) Standard (“The CSG”) sets out rights and protections and other performance standards a customer can expect from a telephone provider. If you would like a hardcopy, please contact our Customer Service Centre for assistance by phoning 0429 659 220 or visit the website here – www.cwnet.com.au/policies

Those rights and protections and other performance standards are:

- A) Provision of written information about;
 - i. A customers rights and protections at least once every two years;
 - ii. The performance standards which apply to the supply of a specified service;
 - iii. The obligations of the provider under the CSG;
 - iv. A customers entitlement to damages in the event of a contravention of the performance standards; and
 - v. The supply, on request for more information about the performance standards.
- B) Maximum connection timeframes;

Type of Connection	Timeframe
In place connections	
In place connection	2 business days
Existing connection outstanding	8 business days
<i>Close to cable or infrastructure</i>	
Urban (equal to or more than 10,000 people)	5 business days
Major rural (between 2,500 and 10,000 people)	10 business days
Remote (up to 200 people)	15 business days
<i>Not close to cable or infrastructure</i>	
Urban	20 business days
Major rural	20 business days
Minor rural	20 business days
Remote	20 business days

- C) Maximum fault restoration timeframes;

Community	Restoration timeframe
Urban (equal to or more than 10,000 people)	End of the 1st business day after fault reported
Rural (between 10,000 and 200 people)	End of the 2nd business day after fault reported
Remote (up to 200 people)	End of the 3rd business day after fault reported

- D) Making and changing appointments;

Apt Period	Definition of missed
< 4 Hrs	Fails to attend within 15 mins
4 - 5 Hrs	Fails to attend within the period

E) Compensation for failure to meet timeframes;

Type of service delay	\$ per working days 1-5	\$ per working days 6+
<i>Residential</i>		
Connection or Repair of a standard service	\$14.52	\$48.40
Connection or Repair of an enhanced service	\$7.26	\$24.20
Connection or Repair of two or more enhanced services	\$14.52	\$48.40
Missed Appointment	\$14.52 each	
<i>Business</i>		
Connection or Repair of a standard service	\$24.20	\$48.20
Connection or Repair of an enhanced service	\$12.10	\$24.20
Connection or Repair of two or more enhanced services	\$24.20	\$48.40
Missed Appointment	\$24.20 each	

- 2.14. Part 5 of the CSG allows for a service provider to propose that a customer waive their rights & protections and other performance standards to obtain a significant service benefit.
- 2.15. Pursuant to Part 5 of the CSG, CWNet proposes that you waive your rights & protections under the CSG in return for a significant service benefit.
- 2.16. In return for your acceptance of this proposed waiver of your rights & protections under the CSG, CWNet can provide this CWNet VoIP service at substantially cheaper rates than would otherwise be charged for a Telephone Service. These substantially cheaper calls are detailed here – www.cwnet.plans/voip
- 2.17. By agreeing to this document you are waiving your rights & protections under the CSG so that CWNet may provide you with the significant service benefit of low calling rates.
- 2.18. By agreeing to this document you are not able to make a claim to CWNet for compensation where the performance standards in the CSG are not met.
- 2.19. Your acceptance of this proposed waiver of your rights & protections under the CSG is a condition of CWNet supplying you the CWNet VoIP service. This waiver will take effect seven days from the date of you agreeing to it, unless you notify CWNet that you wish to withdraw your waiver. If you withdraw your waiver, CWNet cannot provide you with the service.

3. SERVICE CHARGES AND BILLING

Charges

- 3.1. You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your Application in accordance with the General Terms and any applicable provisions in the Pricing Schedule.
- 3.2. Prior to making calls, you may be able to obtain an estimate of the call charges payable by using the available information detailed here www.cwnet.com.au/plans/voip.
- 3.3. You should check the Pricing Schedule, the calling costs set out on our Website and any additional charges specified in your Application for all charges payable by you.

Variation of Charges

- 3.4. We may vary the call charges and any other charges set out in the Pricing Schedule from time to time. We will give you not less than 30 days prior notice of such variations by one of the methods of giving notice listed in clause 1.3 of the General Terms. If the variation has more than a minor detrimental impact on you, you may cancel the Service in accordance with clause 1.4 of the General Terms.

Bills

- 3.5. We will endeavour to bill you on the same day at the passing of each month commencing from the Service Commencement Date.
- 3.6. Your bill will be electronically mailed to the email address you provide to us from time to time. Printed paper invoices requested by you will incur a monthly fee per invoice as set out in the Pricing Schedule. An itemised bill is available at no cost by request to accounts@cwnet.com.au or by calling 0429 659 220.
- 3.7. You agree that your bill will contain only a summary of your total call charges, provided that we will make available itemised call details in accordance with clause 3.6. You will need to contact us to access this information.

Payment

- 3.8. You must pay the charges for the Service by direct debit payment from your credit card.
- 3.9. If you choose to provide us with your credit card details for the purposes of paying for the Service, we may:
 - A) charge all fees to your credit card on a monthly basis from the Service Commencement Date;
 - B) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details; and

- C) take steps to verify that there is sufficient credit on your credit card account to meet likely fees.

3.10. If a direct debit from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).

Timed Call Charges

3.11. You must pay for all timed calls made using the Service calculated from the time of initiation of the call to successful termination of the call. In this regard, you are responsible for ensuring that all calls made by you or another person (whether with or without your consent) using the Service are successfully terminated, meaning that the call is completed and successfully disengaged.

4. QUALITY OF SERVICE AND FAULTS

Service availability

4.1. Within a service area, it is technically impracticable to guarantee that the Service is available in each place within that area, or that capacity is available at all times to make and receive calls, or that the Service is free of faults or errors.

Fault reporting

4.2. If you become aware of any fault in the Service (for example, you are disconnected during a call, experience a bad line call, or the Service is unavailable for use), hang up from the call immediately and report the fault to us by emailing a Customer Service Representative or submitting a ticket via the contact form on our Website.

Fault repair

4.3. We aim generally to repair faults in the Service as soon as practicable after you notify us of the fault. If you and us are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

Credit

4.4. If we consider that you have received poor service from us, we may, in our absolute discretion, provide a credit to you in relation to your future use of the Services. These credits must be used by you before the termination or expiry of the Services and will not be transferable or redeemable for cash.

5. CANCELLATION AND SUSPENSION OF SERVICE

5.1. We may, without liability, immediately cancel supply of CWNet VoIP Service to you by giving you 21 days' notice, if at any time you cease to acquire from us your Broadband Service.

- 5.2. You will cease to acquire the CWNet VoIP Service if we continue to provide CWNet VoIP Service over the Wireless Broadband Service, but responsibility for the Service is to be transferred from you to another person, from the date on which we accept that person as a customer by implementing the necessary changes in the Service account details
- 5.3. Our rights to suspend or terminate the Service under this clause 5, or any other clause of this Service Description, are in addition to our rights to suspend or terminate the Service under the General Terms of our CRA.

6. PHONE NUMBERS AND NUMBER PORTABILITY

Selection and assignment of Phone Numbers

- 6.1. All Phone Numbers are selected, issued and used in accordance with the *Telecommunications Numbering Plan* and any numbering instruments issued pursuant to the Telecommunications Act. In order to comply with these requirements or with the requirements of any Regulatory Authority which administers Phone Numbers, we may be required to vary, withdraw, suspend or reassign a Phone Number assigned to your Service. We will give you as much prior notice as is reasonably practicable.
- 6.2. We are responsible for selecting and assigning the Phone Number for a Service unless you port your Phone Number from your previous supplier's service.

Porting your Phone Number

- 6.3. If you are a customer who is connected to a Network other than ours and you wish to acquire the Service, you may be able to retain (port) your existing telephone number, subject to availability and technical and commercial considerations.
- 6.4. The porting of your Phone Number will be conducted in accordance with the relevant Communications Alliance codes. You may port your Phone Number if it is declared portable in accordance with the porting requirements administered by the relevant Regulatory Authority and no exemption from such obligations has been granted. If you have ported your Phone Number from another service provider and the Service is subsequently terminated under our CRA or you terminate the Service without reconnecting to another service provider, you will no longer have the right to use that Phone Number. Similarly, if you port your Phone Number from us to another service provider and are then disconnected you will no longer have the right to use the Phone Number.
- 6.5. In order to port your Phone Number to us, you must complete and sign a Porting Authority Form (PAF). You warrant to us that all information supplied by you in the PAF is complete and correct. You indemnify us against (and pay us for) any loss, liability, claim, damage, costs, expenses and charges reasonably incurred by us as a result of, or in connection with, the porting of any Phone Number to us which you authorise us to port but which Phone Number has not been validly assigned or allocated to you, or otherwise in connection with any incorrect or incomplete information supplied by you in the PAF.

- 6.6. Your previous telephone provider may charge you for porting and there may be other costs and obligations such as early termination fees payable to your previous telephone provider. You indemnify us against all such fees and charges.
- 6.7. During the process of porting the Phone Number from another supplier's network to us there may be a brief period when the Service is interrupted.

No liability for Phone Numbers

- 6.8. We are not liable to you for any expense or loss incurred by you due to:
- A) any variation, withdrawal, suspension or reassignment of a Phone Number under clause 6.1; or
 - B) you ceasing to have the right to use a Phone Number pursuant to clause 6.4

7. CALLING NUMBER DISPLAY (CND) & CALLING LINE ID (CLI)

What is CLI?

- 7.1. Calling line identification (CLI) is information that is sent through the Network when you make a call. It allows the other party to see your telephone number if they have the right equipment. CLI is automatically displayed by default.

Blocking CLI

- 7.2. You can choose whether to block transmission of CLI according to the terms and conditions of the optional features available with your Service as noted on our Website. Please refer to the VoIP section of our Website and contact us to enable these features.
- 7.3. Even if you have chosen to block transmission of your CLI on your line there are some circumstances in which your CLI will always be disclosed. You can NOT block CLI on calls made by you or someone else on your phone line:
- A) to the emergency service numbers (eg, 000);
 - B) on internet dial up calls made to an Internet Service Provider (ISP) who uses a Telstra ISDN service or an 0198307 or 0198308 access number, but only where the ISP uses the CLI for fraud prevention, billing, call management or credit control;
 - C) on standard telephone calls made to other carriers and carriage service providers for fraud prevention, billing, call management and credit control; or
 - D) when you or someone else uses another carriage service provider by using a network override code.

- 7.4. If you do not block CLI in respect of calls made from your phone, you acknowledge and agree that when a call is made from your phone your Phone Number may be sent automatically to the equipment of the called party and displayed on the called party's phone.

What is CND?

- 7.5. Calling number display (CND) allows you to see the number of a person calling you before answering if you have appropriate equipment (and the caller has not blocked the sending of their CLI). If a party calling your phone has not blocked CLI in respect of a call made from their equipment, and Your Equipment is capable of accepting CLI information and you have enabled CND the Phone Number of the calling party may be displayed on your phone at the time the call is made.

8. THE INTEGRATED PUBLIC NUMBER DATABASE (IPND)

- 8.1. Your Service is supplied to you with a public number and we, like other suppliers, are required by law to supply your name, address, Phone Number and certain other details to a database known as the Integrated Public Number Database (IPND). This applies to all customers including unlisted customers. The IPND is used for purposes including to publish public number directories, provide directory assistance, operate emergency call services, assist law enforcement agencies and safeguard national security.
- 8.2. If you have a silent line, your Phone Number and other unlisted service information will not be published in public number directories or be disclosed by directory assistance, even though it must be provided to the IPND for the other uses referred to in clause 6.1. You must contact us if you wish to have your basic IPND data altered in any way.
- 8.3. The IPND is maintained by Telstra. We will not be responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

9. DEFINITIONS

- 9.1. In this Service Description:

ACMA means the Australian Communications and Media Authority (www.acma.gov.au).

Customer Service Guarantee Waiver means an agreement between you and us that makes up this CRA, that acknowledges that you wish to waive the protections and rights provided under the Customer Service Guarantee (CSG) for the service/s noted.

Customer Service Representative means a person contracted or employed by us for the purpose of responding to customer queries, available by telephoning 0429 659 220 or emailingaccounts@cwnet.com.au, or such other telephone number or email address notified to you by us from time to time.

Facility has the meaning given by the Telecommunications Act.

Incompatible Product List means the list of products which are incompatible with the Service and which are published on our Website.

Local Call means a local call as defined in Telstra's Standard Agreement from time to time.

Local Exchange Carrier means the supplier that owns and operates the Access Line.

On-Net Numbers means numbers that are supplied to customers of our CWNet VoIP Service.

Our Network means the CWNet Network.

Phone Number means the service number assigned to you.

Port means, in respect of a Phone Number, to transfer a customer's Phone Number from one Local Exchange Carrier to another in conjunction with the customer's local call service.

Porting Authority Form or **PAF** means an authorisation from you to Port the Phone Number, in such form as provided by us or that we otherwise agree to accept.

Required Equipment means:

- A) a VoIP desk phone / telephone handset; and
- B) an analogue telephone adapter or ATA for connection to a modem/router.

Service means the service requested by you in your Application and described in the relevant Service Description and Pricing Schedule, and any related goods (including Our Equipment and Purchased Equipment) and ancillary services provided to you by us in connection with that service.

Telephony Product List means the list of telephony products which are supplied by us and which are published on our Website.

Telstra means Telstra Corporation Limited ACN 051 775 556.

Telstra Facility means a Facility owned by Telstra.

Telephony Product List means the list of telephony products which are supplied by us and which are published on our Website.

Telstra's Standard Agreement means the Telstra Standard Form of Agreement formulated for the purpose of section 479 of the Telecommunications Act.

Unless otherwise stated, a reference to a clause is to a clause in this Service Description.

SECTION C: PRICING SCHEDULE

The charges and costs of those products and services which are currently available and listed on our Website are listed below. For information on grandfathered (or legacy) products and additional services offered, please contact **CWNet**.

All prices are GST inclusive unless otherwise noted.

1. WIRELESS BROADBAND SERVICES

Residential Wireless Broadband Plans

Plan Name*	Monthly Included Data	Minimum Monthly Charge	Maximum Monthly Charge	Total Min Price**	Speed*** Mbps Download / Mbps Upload	Shaping Mbps Download / Mbps Upload
CBD Plans						
Value+	Unlimited	\$49.95	\$49.95	\$49.95	50/20	N/A
Speed+	Unlimited	\$69.95	\$69.95	\$69.95	100/20	N/A
Ultra200 [#]	Unlimited	\$89.95	\$89.95	\$89.95	200/40	N/A
Business 1	Unlimited	\$89.95	\$89.95	\$89.95	100/20	N/A
Community Group [#]	Unlimited	\$39.95	\$39.95	\$39.95	50/20	N/A
Rural Plans						
Light [#]	150GB	\$39.00	\$79.00	\$39.00	8/4	1/0.5
Basic	400GB	\$59.00	\$79.00	\$309.00	25/5	1/0.5
Medium	Unlimited	\$79.00	\$79.00	\$329.00	50/20	N/A
Ultimate	Unlimited	\$99.00	\$99.00	\$349.00	100/20	N/A
Rural Business 1 [#]	Unlimited	\$99.00	\$99.00	\$349.00	50/20	N/A
Community Group [#]	Unlimited	\$50.00	\$50.00	\$50.00	50/15	NA

* These plans are dependent coverage location - not available all areas

** Total minimum price is the standard setup fee plus one month plan outside of the "Free Installation" Promotion, T&C on website at www.cwnet.com.au/tc

*** This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors

Not available as a retail offer

Dynamic IP address for residential plans. Static IP Address may be purchased as add on.

Plans do not include any email addresses as CWNet does not offer this service.

Residential Wireless Broadband Plan Addons

Add-on option	Minimum monthly cost	Maximum monthly cost	Setup fee	Total minimum price
Monthly Services				

Static IP	\$10.00	\$10.00	N/A	\$10.00
4G Backup service	\$20.00	\$20.00	\$250.00	\$270.00
VoIP service	\$34.95	\$34.95	\$99.00	\$133.95
SLA – 4 Day repair	\$10.00	\$10.00	N/A	\$10.00
SLA – 1 Day repair	\$20.00	\$20.00	N/A	\$20.00
One-off Services				
Wi-Fi setup add-on	\$50.00	\$99.00	N/A	\$99.00
Data top-up (50GB)	\$10.00	\$40.00	N/A	\$10.00
1 Mth Speed Boost	\$20.00	\$60.00	N/A	\$20.00

Business Wireless Broadband Plans

Plan Name*	Monthly Included Data	Minimum Monthly Charge	Maximum Monthly Charge	Total Min Price**	Speed*** Mbps Download / Mbps Upload	Shaping Mbps Download / Mbps Upload
CBD Plans						
Business 1	Unlimited	\$89.95	\$89.95	\$89.95	100/20	N/A
Community Group#	Unlimited	\$39.95	\$39.95	\$39.95	50/20	N/A
Rural Plans						
Rural Business 1	Unlimited	\$99.00	\$99.00	\$349.00	50/20	N/A
Community Group#	Unlimited	\$50.00	\$50.00	\$50.00	50/15	NA

- * These plans are dependent coverage location - not available all areas
- ** Total minimum price is the standard setup fee plus one month plan outside of the “Free Installation” Promotion, T&C on website at www.cwnet.com.au/tc
- *** This describes the maximum speeds possible. Actual speeds may vary depending on multiple factors
- # Not available as a retail offer – please contact us for an application
- Dynamic IP address for standard for plans. Static IP Address may be purchased as add on.
 - All business plans come with a 6 Hour SLA
 - All “Community Group” Plans are by application only and do not include an SLA
 - Plans do not include any email addresses as CWNet does not offer this service.

Business Wireless Broadband Plan Addons

Add-on option	Minimum monthly cost	Maximum monthly cost	Setup fee	Total minimum price
Monthly Services				
Static IP	\$10.00	\$10.00	N/A	\$10.00
4G Backup service	\$20.00	\$20.00	\$250.00	\$270.00
VoIP service (1 line)	\$34.95	\$34.95	\$99.00	\$133.95

PBX VoIP service	By quote only			
SLA – note all business plans come with a 6 Hour SLA				
3 Hour SLA	\$20.00	\$20.00	N/A	\$20.00
One-off Services				
Wi-Fi setup (30min)	\$99.00	\$99.00	N/A	\$99.00

Standard Installation Fee – Both Residential and Business

A standard wireless installation fee may apply outside of our “Free Installation” promotion. A standard installation is outlined in Section B1-2.9 and 3. Additional charges may apply for non-standard installations.

Moving Re-installation Fee – Both Residential and Business

A re-installation fee of may apply to installations that are required to be re-installed at a new Premise, and are not considered a “Standard Installation”, this fee will be provided by quote only. If you do not accept the quote you may cancel your account as per General Terms, if you do not port out your number prior to closing your account you will lose access to it.

Break Fee – Both Residential and Business

In the event that You terminate this Agreement prior to the expiry of the Contract Term, a break fee will apply. The break fee shall be calculated as the greater of:

- A) the sum of all outstanding hardware payments plus fifty percent (50%) of the remaining monthly fees payable for the balance of the Contract Term; or
- B) the sum of all outstanding hardware payments plus the total of all remaining monthly fees payable for the balance of the Contract Term.

2. VOIP SERVICES

CWNet VoIP Service & Call Costs

Service Fees	Monthly Fee	Call costs
VoIP Number (1 Line / DID)	\$34.95	Unlimited domestic calls
Local Calls		Unlimited domestic calls
National Calls		Unlimited domestic calls
On-net to On-net Calls		Unlimited domestic calls
Calls to Mobiles		Unlimited domestic calls
13, 1300 calls		30 cents untimed
International Calls		Charges as per our Website per country

Other Calls: For example, Information services, Domestic Satellite, Directory assistance, Call Connect, Conference Calls, Reverse Charge Calls		Charges will vary based on service used and call duration
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VoIP Additional Services

Unless we notice unusually high usage as per our Fair and Acceptable Use Policy there are no additional charges for the following services;

- A) Blind Call Forwarding
- B) Busy Call Forwarding
- C) Selective Call Forwarding
- D) Call Waiting
- E) Voice Mail
- F) Voice Messaging to Email
- G) Caller Line ID Blocking
- H) Call Return
- I) Three Way Calling

Hosted Cloud PBX

Business Customers requiring Cloud PBX services will be provided with a written quotation for their customised solution. The minimum monthly fee for a Cloud PBX service is \$56.85, which includes up to three (3) users/destinations and one (1) main Direct In-Dial (DID) number. Additional DID's / users are charged at \$18.95 each. Setup fees for PBX are by quote only and start at \$99.00.

3. EQUIPMENT

Hardware Pricing

- 3.1. CWNet does not provide a fixed list of user equipment for retail sale, as models and approved hardware are subject to change. Notwithstanding this, CWNet guarantees that a customer modem will always be available at the price point of \$99.00.
- 3.2. If CWNet's radio hardware is damaged due to Customer negligence or wilful neglect, replacement costs will be charged as set out below, or, if upon cancellation of the Service, if retrieval of CWNet equipment is denied, or if the equipment is damaged, lost, or disposed of, the Customer's account will be charged at the replacement rates as follows:

Rural Customer Radio	\$350.00
CBD Customer Radio – Standard	\$350.00
CBD Customer Radio – Short Range	\$300.00
Standard mount	\$80.00

Extension or specialist mount	\$150.00
CWNet PoE hub	\$50.00
Cable re-run	From \$150.00
Power adapter	\$50.00
VoIP phone converter	\$95.00

4. WARRANTY INFORMATION

How to claim under the warranty and your rights

- 4.1. In order to claim under the warranty, you should contact us on CWNet or via email to info@cwnet.com.au, advise that you wish to claim under the warranty and answer any questions we have. We will assess whether you are eligible to claim under the warranty and determine, at our option and in accordance with any specific terms that apply to the relevant equipment, whether to repair or replace your equipment, or provide a credit.
- 4.2. If we determine that your equipment needs to be returned, you will be sent or delivered replacement equipment and either return in a freight bag or have collected the faulty equipment.
- 4.3. If the faulty equipment is not returned to us, with all cables, accessories and components, within 21 days of you receiving the replacement equipment, you will be charged the full price for the purchase of the equipment that we supplied to you, plus any shipping costs relating to the equipment that was sent to you. You will also still be charged for the original equipment and if the original equipment has already been paid for, you will not be entitled to a refund.
- 4.4. The warranty does not apply to faults caused by any of the following (Non Covered Events):
 - A) any equipment not supplied by us;
 - B) any interference with or modification to the equipment or a failure to use it in accordance with instructions; or
 - C) damage caused by you or someone who has used the equipment (for example misuse or exposure to liquid or excessive heat); or
 - D) an external event (for example a fire or flood).
- 4.5. If on inspection of the returned equipment we determine that the fault was caused by a Non Covered Event, you will be charged for the original equipment (or if the original equipment has already been paid for, you will not be entitled to a refund) and the replacement equipment, unless:
 - A) you have not used the replacement equipment; and

B) you return it to us in its unopened packaging,

in which case, you will not be charged for the replacement equipment.

- 4.6. The repair or replacement of equipment may result in loss of data (such as loss of connection specific details in a router configuration).
- 4.7. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. If your equipment is replaced with refurbished equipment, the warranty applies in relation to that refurbished equipment from the remainder of the original Warranty Period or thirty days, whichever is longer.
- 4.8. The benefits given to you by this warranty are in addition to other rights and remedies you may have at law.
- 4.9. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Warranty Periods

- 4.10. You must notify us of the fault with your equipment within the applicable Warranty Period (beginning from the date you purchased the equipment) within two (2) for major hardware (modems, VoIP phones), one (1) Year for smaller items, or a specified by various manufactures we may use from time to time.
- 4.11. We will repair, replace or provide credit for faulty equipment provided by us at no cost to you, if you notify us of the fault within the applicable Warranty Period.
- 4.12. However, we will charge you for the repair or replacement of faulty equipment, if the fault was caused by a Non Covered Event. We may also charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).
- 4.13. If we decide to repair the equipment, you must give us sufficient information to assess the fault, including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).

5. MISCELLANEOUS FEES

[WISP to update with any miscellaneous fees and charges here. Examples provided below]

Handling Fee

- 5.1. Refunds are provided via credit card or bank deposit. If a refund is required via a means other than credit card or bank deposit, a handling fee of \$5 may be charged.

Printed Invoices

5.2. Printed invoices are charged at \$2.50 per invoice per month.

Incorrect Call-Out Fee

5.3. If we attend your premises to repair a Fault reported by you, but we determine that there is no Fault or the Fault is caused by You or Your Equipment, we may charge you a fee of \$59 for attendance plus \$40 per 30 minutes there-after with a 30 minute minimum (\$99 minimum charge).

Decline Fee

5.4. We do not currently charge customers a fee if a direct debit payment is declined or a cheque is dishonoured. However, in future we reserve the right to pass on any such charges imposed by our bank. If we do introduce a Decline Fee, we will update our Pricing Schedule with the amount of the charge in accordance with clause 1.5(C) of the General Terms

Restocking fee

5.5. If you purchase the wrong equipment and we agree to exchange it for you, we may charge you a 20% restocking fee to cover our costs.

Quoted Installations

5.6. In the event that an installation requires work beyond a "Standard Installation," CWNet will provide the Customer with a written quotation for the additional costs. Where the Customer accepts the quotation, the installation costs will be invoiced on the Customer's first billing date. CWNet reserves the right, at its sole discretion, to offer payment terms in relation to such costs.