



# CUSTOMER SERVICE AGREEMENT

General Terms

MARCH 7, 2016  
THE SIGNAL CONNECTIONS PTY. LTD.

# General Terms

The following is important information about your rights and obligations under our Customer Service Agreement.

This document sets out the general terms and conditions of our CSA as it applies to your chosen Service. The Signal Connections Pty. Ltd. (TSC) is the supplier of your wireless broadband service as defined in the relevant Service Description (Service) available online at <https://thesignalco.com.au/legal>

# What is the CSA?

The CSA defines the terms and conditions under which the Service/s is delivered to you. The CSA is a binding agreement between you and TSC. TSC is the supplier of your wireless broadband service as defined in the relevant Service Description.

Upon our acceptance of your Service Application, you are bound by our CSA, which includes:

1. Your Service Application
2. The relevant Service Description for your Service (SDS);
3. The CSA General Terms;
4. Our advertised Pricing Data Sheets
5. Our Billing Policy
6. The relevant Warranty Information Statement

# Service Application

Any resident or business may apply for any of the TSC wireless broadband services, as detailed on our website and described in the relevant Service Descriptions available online for you to review.

You may apply by for a Service by;

1. Submission of an online Service Application form located on our website, or
2. Delivery of a written Service Application, as provided by us, and returned by mail or email to us, or
3. Requesting a TSC representative complete a written Service Application for you, over the phone, after your acknowledgement of the CSA terms & conditions, or
4. By any other means, as agreed to between TSC and yourself.

Subject to our acceptance of your Service application, your Service will commence on the date:

1. Your online form is submitted, or
2. The date you have signed your written Service application, or
3. The date the TSC representative signs your Service Application after completing your written Service application, or
4. If by any other means, as confirmed with TSC as the Service start date.

All information requested as part of the Service Application must be accurate truthful and correct.

Any changes to the details provided on your Service Application, which are relevant to your Service or account, must be promptly advised to us by telephone or email. These include personal details such as your address and your debit or credit card details.

You may nominate another person (Authorised Person) to exercise your rights under our CSA. We will treat any actions, exchanges of information or correspondence from this person as having been made by you. You may nominate this person at the time of your application in writing by postal mail, email or

over the telephone with a TSC representative. Alternatively, or in addition you may assign a Contact Person who has your permission to communicate with us about your Service but does not have rights to exercise actions on your behalf under our CSA.

We may, in our absolute discretion, decide whether your Service Application is accepted. We base our acceptance of your application on anything we deem relevant, which includes but is not limited to:

1. Service availability in your area
2. Meeting credit requirements
3. Any information you provide to us
4. Any historical conduct with TSC and supply of our services to you.

## CSA Alterations

The CSA may be altered from time to time. Unless the change is detrimental to you and your Service, we are not required to advise you of the changes. Changes to the CSA may be made under the following circumstances:

1. Relevant statutory or regulatory changes
2. Changes to legally imposed charges or increases of taxes or levies
3. For reasons of security
4. A general increase in Service fees or an increase in fees for ancillary services, provided we offer an alternative Service at the same or lesser fee
5. To maintain the integrity of the network for a technical standpoint
6. Increases imposed by Suppliers for premium services or hardware we resell to you
7. Removal or change to a special feature or offer that isn't contained in the relevant Service Description

If any changes are detrimental to you, we will endeavour to advise you 30 days prior to the change. This notification will be made by postal mail, email or on your next billing invoice. The notice of the change will be viewable on our website.

If the change is detrimental and likely to make a significant impact to you, you may cancel the Service in question within 30 days of our notification to you. There will be no cancellation fee charged in this circumstance. This does not apply to usage or variable charges accrued up to the date of cancellation or for installation and equipment charges you have not yet paid for.

If a change is made that we reasonably consider to be a benefit or of no consequence to you, we will make the change and do not need to advise you of it. We will notify you within a reasonable amount of time on our website or by post mail, email or on your next billing invoice.

Our plans may change from time to time. If you have signed up to a 12, 24 or 36 Month Contract, we may choose to continue to provide you with the same Service upon expiration, even if our current plans are different. Details of your previous plan can be made available upon request.

## Premises Access

To provide your Service we may require access to your premises. You agree to provide us with safe and prompt access to the premise when required for work on your premises (Premises Works). Premises Works include equipment installation, testing, maintenance, and replacement, repairs or equipment recovery whenever the Service is cancelled by you, or at our discretion.

If you are not the owner of the Premises you must obtain the owner's permission for us to access the Premises, to install, test, maintain, replace, repair or remove the equipment and Service. If the owner does not give you permission you must notify us prior to any work commencing on the site. You agree to indemnify us against any claim or costs the owner of the Premises makes against us, our employees or our contractors; upon entry or commencement of Premises Works.

## Service Connection

Connecting your service will be made within a reasonable timeframe. There may be a time delay between us accepting your Service Application and the Service being provided and available for you to use. We are not liable for any delays with your Service connection or any inability to supply the Service to you. No charges will be due for your Service until we have accepted your application and deemed the Service is available to you. We decide the technical means of Service delivery and at any time we have a right to change the infrastructure necessary to deliver your Service, provided that the performance of your Service is not adversely affected by these changes.

## Service Interception & Testing

You acknowledge all of the following:

For the purposes of security, you give us authorisation to scan, test, access and conduct work on your network connection, equipment or IP address range allocated to your Service. We may (although not obliged to) monitor your communications and service usage, including interception of communication over your Service (as permitted under law). This may be conducted to maintain your compliance with the CSA, our compliance with the law and any request by law enforcement or other relevant authority.

## Equipment

The equipment supplied to connect your Service remains the property of TSC. This does not apply to equipment purchased by you as part of the Service, including wireless access points or modems.

TSC remains the owner of all network equipment brought onto the Premise during and after any contract expires (Equipment). The equipment must have a suitable power supply and be in a location required to operate your Service. You must pay TSC for any loss or damage, excusing fair wear and tear, to the Equipment from the moment it is installed or delivered to you. You must not sell, lend, remove or part with the Equipment at any point, except when it is removed in Accordance with our instructions

and approval. TSC, its employees or contractors must be granted access to recover the Equipment after your Service has ceased.

You also agree that you are responsible for the supply, operation, maintenance, security and repair of your own access points or modems

(Your Equipment) for internal WiFi access. You are responsible for the maintenance, operation, security and repair of Your Equipment, which must comply with all Australian laws and technical standards as determined by regulatory bodies.

If you purchase incorrect equipment from us it may be exchanged to us within 14 days of delivery, as long as the equipment is returned without damage, in complete condition as it was prior to the purchase and with all packaging intact. A handling fee of \$99.95 will be charged to return and restock the incorrectly purchased item/s.

You agree to allow us to inspect Your Equipment, make any modifications to it and to follow our reasonable directions for operation, maintenance, security and repair of Your Equipment. This is to ensure the safety and quality of TSC equipment, your service and our network.

## Service Maintenance & Quality

We cannot promise a continuous or faultless Service, however, we endeavour to provide this, subject to the Consumer Guarantees as set out below under Liabilities.

To ensure the TSC network and your Service functions at optimum quality levels, we will from time to time conduct maintenance, testing, updates, replacement or repair to the network, TSC's equipment installed at your Premise or the Equipment. You acknowledge this work may cause temporary disruption to your Service and that we will use our best endeavours to cause the least disruption as possible, as well as trying to conduct these works outside normal business hours, however, we may not always be able to do so.

If reporting a fault to your service, it is recommended you make all checks possible to determine the fault is not caused by Your Equipment. If our faults team attends your premise for a fault report submitted by you; and in our, our employees or contractors' reasonable opinion no fault is identified or the fault is deemed to be caused by Your Equipment or a negligent act, we can charge you No-Fault Fee of \$150.00 plus GST.

This charge is applicable if you cause the fault, as a reckless, negligent or intentional act. It is also applicable if someone, with or without your permission (or implied permission), causes the fault as a reckless, negligent or intentional act.

## Services Payments & Billing

All Service upfront costs and monthly charges are detailed in our Pricing Data Sheets, Service Descriptions or in the terms and conditions of an advertised Special Offer or may be listed in your Service Application.

Payment of upfront costs, monthly charges or additional fees must be paid in accordance with the terms set out in your Service Application, Service Description or billing invoice.

If we are required to service, repair, alter or replace the Service or any Equipment used for the Service because you (including anyone with permission, implied permission, your employees, agents or contractors) have breached the CSA, have been negligent, fraudulent, reckless or Your Equipment has failed due to your own act or omission, we can charge you an additional fee or fees. This charge is also applicable to electrical power failures, surges and fluctuations caused by your own (including anyone with permission, implied permission, your employees, agents or contractors) act or omission.

We may advertise special offers for Services (Special Offers). Notification of these offers and may be part of a general advertisement or offered directly to you. Generally advertised Special Offers will be displayed on our website. If advertised directly to you they will be provided upon request or at the time of completing and submitting a Special Offer application. Depending on the terms of the Special Offer, it may or may not be applicable to you if you are already in the middle of an existing contract. Once a Special Offer is validly accepted the terms of the offer will apply until the expiry of the Special Offer that has been notified by us. The Special Offer terms and conditions will specify all terms and conditions that prevail over the standard Service Descriptions until the expiry of the offer. Apart from these, all other terms and condition of our CSA will still apply during and after the Special Offer begins and expires.

All Service billing will be made in accordance with our Billing Policy and as a condition of supplying the Service to you. You agree to supply us with valid and current billing information, as well as providing authority to direct debit your nominated bank or credit card in order to pay for the Service and billing invoice we send you.

Where payment by cheque is available as a payment option, we will charge you a fee if your cheque is dishonoured. Similarly if your direct debit payment is declined we will charge you a fee.

Any costs we incur in the process of collecting late, or unpaid payments will be charged to you. If you do not pay your bill we can also suspend or even cancel your service until your bill payment is made. These costs include but are not limited to, penalties or interest as a result of late or declined payment, as well as levies or fees charged to us per Service. Any value added taxes relevant to the Service will also be charged to you.

## Alterations, Cancellations & Suspensions

### **Alteration**

Alterations to your Service, its delivery and/or capacity may involve different charges, which we will apply in accordance with the currently advertised Pricing Data Sheets on our website.

## **Cancellation**

Cancellation of your Service by us may occur, without liability, based on the following:

1. By giving 30 days notice where no contract term applies to your Service (Contract Term).
2. By giving 30 Days notice to you after your Contract Term expires or within the 30 days preceding the termination date of the Contract Term.
3. Immediately, if we determine that it is not feasible to supply the Service to you for technical or operational reasons

Cancellation of your Service by you may occur, without liability, by giving us notice in the following circumstances:

1. By giving 30 days notice where there is no Contract Term in your Service Application and the related Service Description
2. By giving 30 days notice any time after your Contract Term expires.
3. If we have breached the CSA and cannot remedy the breach
4. If we can remedy our breach of the CSA but have not remedied it within 30 days of you giving us notice of the breach
5. Before the end of the Contract Term, in accordance with your Service Application, by paying the specified cancellation fee and any related charges.

## **Suspension**

Suspension of your Service by us can occur, without liability, based on your default or conduct or based on events not caused by you.

Reasons for suspension of your Service caused by you include:

1. Failure to pay your billing invoice by the invoice payment date, after we have given you 7 days notice of your failure to pay. This does not apply if the invoice payment amount is validly disputed according to our Billing Policy and until the dispute and investigations can be completed under this policy;
2. You are considered to be an unacceptably high credit risk;
3. You leave your premises;
4. You die;
5. You have breached the CSA, can remedy your breach but have not remedied your breach within 30 days of us giving you notice of the breach;
6. You have breached any of your obligations as part of the Service;
7. Fraud or illegal conduct has occurred by you or anyone else in relation to the Service, as reasonably suspected by us;
8. A threat or risk to the quality or security of the Service or the TSC network has occurred, that we reasonably suspect is linked to or caused by you, your employees, contractors or someone who you have given permission or implied permission to use the Service;
9. The Service is onsold by you to a third party, or you act as a telecommunications carrier or service provider;
10. You, your Company or a related body is effected by insolvency;



11. A partnership between you, your Company or a related body dissolves and can we reasonably determine it is unlikely we will be able to receive your payments according to your Service Application;
12. Your business ceases operation or changes the way it is operated when you signed your Service Application.

Reasons for suspension of your Service not caused by you include:

1. We are required to suspend the Service by law or by order of emergency services or any other authority;
2. We are issued with a competition notice (refer to the Competition and Consumer Act 2010) by the ACCC;
3. It becomes or will become illegal to supply you with the Service;
4. A threat or risk to the quality or security of the Service or TSC network occurs;
5. An emergency situation arises;
6. A supplier ceases to supply us services under their agreement with us and we cannot find an alternative that is acceptable to continue providing the Service

Following suspension we may cancel your Service at a later date for any of the above reasons. We will endeavour to give you as much notice as possible, depending on the situation if any of the above reasons occur for suspension or cancellation.

Reconnection of a cancelled service will involve the payment of a reconnection fee, unless the reason for the cancellation was not caused by your conduct or default or has been caused by our breach of the CSA or other default.

If your Service is cancelled you are still liable to pay charges accrued prior to the cancellation (Cancellation Fee). If cancellation occurs during a Contract Term, because of your conduct or default, you must pay the Cancellation Fee.

If at the time of the cancellation you have a credit outstanding on your account, subject to our Billing Policy, you will receive your credit to a listed credit card, provided that we reserve the right to charge you any associated merchant fees to refund the credit to you. If you require a refund of the credit by another means we reserve the right to charge a handling fee.

Upon cancellation, we must immediately be able to access the premise to remove our Equipment, or you agree to return it to us in complete condition without damage and in working order.

All applicable terms and conditions of the CSA will continue to apply after cancellation.

## Our Liabilities

### Consumer Guarantees

We agree to provide the Service to you subject only to the terms, conditions and warranties contained in the CSA and any non-excludable rights you have under the Australian Consumer Law, including in

particular under any applicable Consumer Guarantees. Any liability that we might otherwise have to you in connection with our CSA or Service is expressly excluded.

### **Limitation of liability**

Where we are not permitted to exclude our liability for any loss or damage in connection with our breach of a Consumer Guarantee, but are permitted to limit our liability for such a breach, then, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited to:

1. if the breach relates to the supply of the Equipment or Your Equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
2. if the breach relates to the supply of the Service, resupplying the Service or payment of the cost of having the Service resupplied.

The limitations of liability in the previous clause do not apply to:

1. a breach of the Consumer Guarantees relating to clear title, undisclosed securities and undisturbed possession under sections 51 to 53 of the Australian Consumer Law;
2. a breach of any Consumer Guarantee relating to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption;
3. personal injury (including illness and disability) or death; or
4. the loss, destruction or damage to, or loss of use of tangible property.

### **Interruption to the Service**

In the case of Interruptions to the Service, we may offer you a refund or rebate for the period of the Interruption if a rebate/refund formula for Interruptions is specified in the Service Description for the Service.

You may be entitled under the Australian Consumer Law to compensation for any reasonably foreseeable loss incurred if the Interruption is caused by our breach of a Consumer Guarantee. The refund or rebate in the previous clause does not apply to Interruptions, which occur because of:

3. a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed above;
4. a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;
5. your acts or omissions; or
6. scheduled maintenance of our network, the Equipment or Your Equipment.

Except for liability which is expressly accepted by us under this clause and any liability we have under the Australian Consumer Law (including the Consumer Guarantees) that cannot be excluded, we exclude all other liability to you (whether based in contract, tort (including negligence), statute or otherwise) for suspending, cancelling or suspending the Service where we do so in accordance with our CSA.

**Contributory Loss**

Our liability for any loss, cost, liability or damage suffered or incurred by you under or in connection with our CSA 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) caused or contributed to that loss, cost, liability or damage.

**Consequential Loss**

We exclude any liability to you for any Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.

**Acts of a Supplier**

We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. The Australian Consumer Law (including the Consumer Guarantees) imposes obligations on us that cannot be excluded, including obligations on us that arise as a result of the acts or omissions of our Suppliers.

Other than as expressly stated, we have no liability to you or to any other person for the acts, omissions or defaults of any Supplier who is not acting as our agent, or any person who provides goods or services directly to you for use in connection with a Service.

**Force Majeure Event**

Subject to your rights under the Australian Consumer Law, which we do not exclude, we are not liable for failing to comply with any of our obligations under our CSA if a Force Majeure Event occurs which prevents us from performing those obligations.

Force Majeure Event means any event outside that person's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning 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).

## Your Liabilities

**Joint customers**

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

You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) (Losses) we suffer or incur relating to:

1. the use (or attempted use) of the Service; or
2. equipment used in connection with the Service, arising out of your (or any person acting with your express or implied authority) breach of this CRA or negligent acts or omissions.

Consequential Loss means:

1. 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
2. any penalties or fines imposed by a Regulatory Authority, in connection with or arising under this CSA, whether based in contract, tort (including negligence) or otherwise. You must pay us for any Losses we suffer or incur as a result of or in connection with the suspension or disconnection of your Service (unless the suspension or disconnection occurred due to our fault as outlined above), including Losses suffered or incurred by us as a result of a claim against us by any third party that relates to our suspension or cancellation of your Service.

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 this CSA as if they were you.

## Intellectual Property

The Signal Co. and The Signal Connections are our trademarks. All contents of the Service other than information you submit, post or display are copyright (c) The Signal Connections Pty. Ltd.

You agree that in using the Service, you will not use any trade mark, business or trading name or copyright material in a way that is likely or intended to cause confusion about the owner or authorised user of such mark, name or material.

## Public Addressing Identifiers

Where you receive public address space (IP Addresses) as part of your Service, you must comply with the relevant Australian regulatory body that administers the address space you have been supplied with.

You also acknowledge that we do not control IP Addresses allocation, are not liable to you if the regulatory body requires that we change, withdraw, suspend or reallocate any IP Addresses. Upon cancellation of your Service your rights to use allocate IP Addresses will stop.

## Applicable Law

This Agreement is governed by the laws in force in the Australian Capital Territory, Australia and the parties agree to be bound by the exclusive jurisdiction of the Courts of the Australian Capital Territory, Australia. In the event that any portion of this Agreement is deemed by a court to be invalid, the portion is to be read down to the be acceptable to the court, the remaining provisions will remain in full force and effect.