



# SERVICE DESCRIPTION

Residential Fixed Wireless Broadband

MARCH 7, 2016

THE SIGNAL CONNECTIONS PTY. LTD.

# Service Description

Terms and interpretation used in this Service Description are further defined under the Customer Service Agreement (CSA), or in the body of this description. The following terms and conditions in this Service Description are applicable to all residential services offered by The Signal Co (TSC) on the wireless broadband network. This Service Description is a binding agreement between you and TSC.

TSC is the supplier of your wireless broadband service as defined in the Service Description below.

Upon signing and submission of your Service Details Summary (SDS) related to this Service Description, you are bound by its contents and our CSA.

## Your Service

“Services” means all wireless broadband services provided by us.

“Premises” means the location where you chose to have the Service provisioned to.

Your service offers you with a broadband connection wirelessly from our transmission site to a network termination point at your premise.

A network termination points can be defined as:

- A socket point (where a relevant wall plate may be installed)
- A termination unit or server rack – usually seen in newer buildings, apartments or smb
- A Main Distribution Frame (MDF)– usually seen in building attached to commercial premises or businesses

Any cabling you require from the network termination point to where you chose to use the Service is your responsibility, including maintenance, repair and replacement of this additional cabling.

In relation to the Service, its installation and ongoing operation you agree to the following:

- To not interfere with the Service, our equipment or any part of the Premises directly attached to the equipment.
- Allow us to inspect, maintain, test, repair or replace the Service at your Premises as required to ensure the quality and integrity of your Service and the TSC network.
- Grant us, or any of our approved third parties, safe and timely access to the Premises as required. This includes for the provision of the Service, the decommissioning of the Service when your Service ceases or any of the above in Point 2.

Where you are not the owner of the Premises, or have control over access, you must seek permission for all access as required above prior to the Service being provisioned at the Premises.

You also indemnify us against any claims made by an owner or occupier, in relation to our (or approved third party) entry to the Premise after access has been granted.

## Service Upfront Costs & Charges

All Service upfront costs and monthly charges are set out in our Pricing Data Sheets, available upon request or online at <https://thesignalco.com.au>

The Service upfront costs and monthly charges will vary depending on the plan you choose, including the contract terms and features such as data allowance and service speed. These costs are for the provision of the Service and its contract terms for the duration of your Contract or until you require the Service based on a Month-to-Month option.

Your Service charges must be paid in time and in accordance with your Service Details Summary (SDS), the Customer Service Agreement (CSA) and our Billing Policy. As specified in the CSA, we may vary our Service charges by advance written notice to you.

## Equipment

Any equipment you purchase from TSC or have already purchased and use in to connect to the TSC network, must only be WiFi equipment approved by TSC to be used for the Service and under the following conditions:

- Any equipment configuration, maintenance and operational instructions we provide you with are complied with by you
- The equipment complies with applicable Australian telecommunications regulations and is approved to operate with Australian telecommunications networks.

TSC may also from time to time upgrade or replace its equipment, infrastructure or approved Customer Premises equipment as part of maintaining operational and technical network quality.

Additional Customer Premises Equipment, which is not defined in your SDS application, will be required to be purchased and operated by you, as your property, after the contract ceases.

## Performance

You acknowledge that Service speeds may vary from time to time for a variety of reasons. Quoted service speeds refer to the maximum throughput speeds theoretically achievable when using the Service under optimum conditions.

Speed fluctuations may be due to but limited to;

- Wireless link quality and strength, which may include line of sight (LOS) obstructions, cable corrosion and weather effecting the wireless equipment
- Human or animal physical interference
- Other outside impacts can include electrical interference or solar flares
- Other customers using the same section of the UA network, including the quantity of customers and the types of digital services they are using as part of their Service
- Cabling configuration
- The capacity of your own wireless Customer End Premise equipment and its ability to maintain the peak data flow and speeds offered on your Service
- A network fault or congestion point in the path between your connection and the fibre backhaul connection

Our aim is to provide residential customers with the timeliest response for fault detection, repairs, network restoration and the initial provision of your Service. However, no guarantee is offered for residential in respect to the above.

All Service performance and general enquiries must be made directly to TSC. If enquiries are directed to a third party who charges us, this charge will be forwarded onto you. You agree to indemnify TSC against any and all charges in this regard.

For all faults or service interruption contact us via one of the following options:

Phone: (02) 61 755 744

Email: [datagram@thesignalco.com.au](mailto:datagram@thesignalco.com.au)

When you make contact, quote your full name, address and detailed description of the fault or service disruption.

## Availability

Not all residents will have the Service available to them. In signing up for the Service you agree that our liability of the Service is limited under the CSA and provided 'as is'.

- Major factors that may affect Service availability to your premise include:
- Line of Sight obstruction to our Tower Infrastructure
- Your premise is too far from a operational Tower Infrastructure
- Available capacity in your geographic area
- Owners or occupiers deny access to, or installation on the Premise.

Where possible we aim to identify a solution to enable the Service to be available to customers. However, there is no guarantee a solution is possible for all circumstances.

Depending on the above or any other technical matters that may affect the delivering the Service and any of components, it may not be available as quoted.

You acknowledge that any maps, geographic availability indicators or statements in regards to availability must only viewed as general guides. These guides provide no commitment to TSC being capable of providing the Service to your Premises location.

You also agree that you are not allowed to share your Service and its quota with any separate or multiple locations apart from your own Premises indicated in the SDS application. If we can reasonably determine that you are using the Service at multiple sites, additional charges will be included on your Account, as if they were a new customer and Premises location.

We reserve our right to move your Service to a lower quota, speed and cost, if for some reason, technical or operational conditions cannot support your Service that you signed up to. You are able to cancel your service without a cancellation fee if you do not agree to this.

# Liability of Service Cancellation & Suspension

A Service which has permanently ceased to work (or is no longer able to be offered) will result in the cessation of all forward service charges to you. You release and indemnify us from all liability (including third party claims) arising from the following (to the extent that the liability is caused by the provision or cancellation of a Service):

- a) cancellation of the Service for any reason;
- b) suspension of the provision of the Service to particular Internet Protocol (IP) addresses;
- c) possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect to these issues.f