

# CIS - CRITICAL INFORMATION SUMMARY

## INFORMATION ABOUT YOUR SERVICE

**YOUR SERVICE:** Residential The 100



### DESCRIPTION OF YOUR SERVICE

Uniti can provide Your Service at the following criteria:

- **SPEED:** up to 100Mbps download speed and up to 40Mbps upload speed.  
Please note that speeds above 25 Mbps download and 5Mbps upload are not guaranteed. The main reason for this is that trees may have grown or buildings may have been built and block transmission paths. Your maximum possible plan speeds with corresponding plan costs will be determined at the time of installation.
- **DATA:** 300GB
- **PLAN:** Base 36 - 100/40 - 300GB
- **CONTRACT DURATION:** 36 MONTHS

You can monitor how much data You use by signing into Your Account at <https://unitiwireless.com> and click on the 'Login' button at the top right of the screen.

### COST OF YOUR SERVICE

**Promotional Offer:** N/A

Your Residential, Business or Enterprise broadband Internet service comes with a standard configuration. You can change the configuration by adding boosts to speed, data limits (or unlimited data) and to the duration of the contract. You can increase or decrease the speed boosts, data boosts, and You can increase the duration of the contract for Your Services, at any time during Your contract. If You increase the speed or data or the duration of Your Service, You will be required to pay the additional fee. All of the costs of Your Service are stated below, with GST included:

Uniti can provide Your Service for the following Cost:

<b>Upload</b>	40 Mbps	<b>Download</b>	100 Mbps
<b>Data</b>	300 GB	<b>SLA Service</b>	NO
<b>Minimum Monthly Charge</b>	\$74.95	<b>Minimum Total Charge for Full Contract Duration</b>	\$2698.20
<b>Activation Fee</b>	\$0.00	<b>Non-Standard Activation Fee</b>	

### CANCELLATION FEE

If You cancel Your Services before the end of the term of the contract or Your Services, or if You breach the contract for Your Services, Uniti will be entitled to recover those costs in a Cancellation Fee. Cancellation Fees decrease over the time remaining on the contract for Your Services. The actual cost incurred by Uniti to install equipment at each customer site is **\$1197**, and the actual cost incurred by Uniti to administer a contract cancellation and removal of equipment is **\$110**. Prior to 8 July 2018 Uniti provided a discount on Cancellation Fees. Uniti is no longer able to provide those discounts.

If You cancel Your Service before the end of the term of the contract for Your Service then You will incur the following Cancellation Fee:

Contract cancellation fees are as follows below:

12 MONTH CONTRACT DURATION		24 MONTH CONTRACT DURATION		36 MONTH CONTRACT DURATION		NO LOCK IN / MONTHLY CONTRACT DURATION
Months Remaining	Fee	Months Remaining	Fee	Months Remaining	Fee	No Cancellation Fee
7-12	\$1,000	19 - 24	\$1,000	31 - 36	\$ 1,200	
1-6	\$500	13 - 18	\$750	25 - 30	\$ 1,100	
		7 - 12	\$500	19 - 24	\$ 750	
		1 - 6	\$250	13 - 18	\$ 500	
				7 - 12	\$ 200	
				1 - 6	\$ 100	



## EQUIPMENT

To connect Your Service You will need an Ethernet WAN compatible router. If You buy Wi-Fi router from Uniti we will assist You to use that equipment as part of the installation. If You use Your own router then Uniti will try and help You to connect Your Service using that equipment, but we might not be able to, in which case You will need to obtain IT support from a third party.

If You use equipment such as disability or medical services, or a back-to-base alarm, or other such equipment which may require an alternative service or additional equipment, then please let us know, and please also discuss the matter Your third-party services provider, who may tell You if Uniti are or are not able to support the equipment.

## UNITI FAIR USE POLICY

Uniti has a Fair Use Policy which: imposes rules to ensure that all of Uniti's customers access and use Uniti's broadband Internet services in ways which are not **'unreasonable'** or **'unacceptable'**, explains how **unlimited** plans work and sets out Uniti's responsibilities around retention of data to ensure compliance with legislation and with directions from regulatory and other law enforcement bodies. You must read, acknowledge and agree to comply with the Fair Use Policy.

In the event of a breach of Uniti's Fair Use Policy Uniti may suspend Your Service, change You from the plan You have signed up for to another plan with different speed, data limits or duration, or Uniti may cancel Your Service. You can find the Uniti Fair Use Policy at <https://unitiwireless.com/legal>

## RESIDENTIAL & BUSINESS USE

Uniti's Residential Plans are intended only for personal use in a residential environment, Uniti's Business Plans are intended for only commercial use in the ordinary course of that customer's business, and with ancillary personal use. You must use Uniti's broadband Internet services only in ways that are not consistent with the criteria and limitations set for their Residential Plan or their Business Plan.

## REASONABLE & ACCEPTABLE

You must not use Uniti's broadband Internet services in a manner which is unreasonable or unacceptable. The terms unreasonable and unacceptable are defined in the CSA.

## UNLIMITED

Uniti offers plans for broadband Internet services that provide unlimited data. Uniti intend that our unlimited data plans will allow customers to operate their plans for Internet services without having to worry about whether or not they will run out of data. Unlimited means that the amount of data that a customer may download or upload is not usually limited by set quotas. But unlimited data plans are not to be abused.

If You have 4 teenagers all watching YouTube, and playing on-line games, and texting their friends, and "doing their homework", and mum and dad are also trying to do work at home and also look for a bargain on Gumtree – that is what the plan is for. But if You have set up a system to experiment with what might be technologically or physically possible, eg - downloading all of the files from all of the file sharing sites at nearly full speed for most of the week, or running a private data centre, that would be an abuse, and that is not what the plan is for, and Uniti will stop You doing that.

If we notice that huge volumes of data are being consumed, we may make inquiries about the reason why that may be happening. Where Uniti determines that a broadband Internet service is being abused, Uniti may impose limits on an unlimited service or, more likely, Uniti may move You to another plan at a lower price, but with a data limit.



## **BULLYING, HARASSMENT & TROLLING**

Uniti want the broadband Internet services that we provide to help make the world a better place, not a worse place. We respect the agency of individuals, the rights of minorities and of people who might be a bit different, we think women and men and gender-non-specific are all entitled to equal treatment, to access to opportunities and to be safe, we think that people with different levels of ability are entitled to an even chance, and we think its ok to be LGBTQ. We think that bullies and trolls can do enormous damage to people, even if they don't think that's what they are doing.

You must not engage in conduct is or might be: harassment, offensive behaviour, bullying or trolling, or which is unreasonable or inappropriate, regardless of whether such content is actually lawful or unlawful.

You also must not engage in conduct on-line, against groups of people, against ideas or generally, that does or might constitute: hate speech, fighting words, or which otherwise articulates unreasonable or inappropriate anger, hate, frustration, lies or disinformation, regardless of whether such content is actually lawful or unlawful.

If someone is being harassed or bullied on line, via someone using a Uniti Internet service contrary to these obligations, or if someone is using a Uniti Internet service, in a way which Uniti determines, is or might be, maliciously spreading hate, racism, discrimination, inciting violence, or to spread lies or disinformation – and if Uniti is presented with material, that we determine has substance, – for example an Intervention order – then Uniti may take action to restrict the activity that is causing the harm by restricting or limiting access to material, or cancelling a customer's service.

So, please, don't be a hater, please try and be kind, and Uniti won't have to implement these rules, and we'll all get along fine. But if You do hate, Uniti may take action to stop the hate.

## **UNITI'S ACTION IN THE EVENT OF A BREACH OF UNITI'S FAIR USE POLICY**

Use of Uniti's broadband Internet services outside of criteria and limitations set for use, or in contravention of Uniti's Fair use Policy, will result in Uniti - first contacting the customer and seeking an explanation for the vast use of data, and if that explanation is acceptable to Uniti, Uniti will allow the service to continue, but we will continue to monitor the service – and second - in the event that the explanation is not acceptable to Uniti, or in the event of multiple occurrences, Uniti may take action which may include limiting the service, shaping the service, moving the customer to another plan at a lower price with a data limit, or, in the event of repeated abuse, cancelling the service.

## **UNITI INSTALLATION, RELOCATION & CANCELLATION POLICY**

Uniti's Installation, Relocation & Cancellation Policy establishes obligations and standards of conduct, and responses to issues that are raised regularly in relation to installations of equipment by Uniti on business and residential premises. You can find the Uniti Installation, Relocation & Cancellation Policy at <https://unitiwireless.com/legal>

## **PERMISSION**

In order to install the equipment necessary to provide Your Service Uniti need permission to install that equipment. The equipment may include mast and antenna on the roof, wall-plate inside Your Premises and cabling to connect the antenna and the wall plate. If You own Your Premises then You must give Uniti that permission. If You rent Your Premises then You must obtain Your Landlord's permission. If Your Premises are managed by a Body Corporate or Owners Corporation then, whether You are a tenant or an owner, You must obtain the Body Corporate's permission.

## **SPECIAL PROMOTIONS AND ADDITIONAL SERVICES**

Uniti may from time to time offer special promotions, additional services or additional discounts, which You may apply to Your Service. You can find information about these, including rules and codes for use at sign up, at <https://unitiwireless.com>. This summary does not include any of those promotions or discounts.



## ACTIVATION FEE

For standard installations (mast up to 2.4m and standard equipment); for Residential customers Uniti will mark the following Standard Activation Fees:

- Residential – for 12 months - **\$149.95** – for 24 Months - **\$99.95** – for 36 Months **\$0.00**
- Business – for 12 months **\$299.95** – for 24 Months - **\$249.95** – for 36 Months **\$199.95**
- Enterprise – will be priced according to the requirements of your premises and are typically between \$300-900.00 – the Activation Fee for Your Enterprise Service will be stated in Your Quote
- No Lock In customers - Standard Activation Fee of **\$799.95**.

For non-standard installations, where Uniti must use a higher mast (higher than 2.4m – 5m), use specialised equipment and/or require additional staff to complete the installation, Uniti will mark an additional non-standard Activation Fee of between **\$300 - \$900.00**.

In the event that the installation at Your Premises is an Enterprise Service or requires a non-standard installation, then Uniti will discuss the matter with You before proceeding with the installation, and if You agree to proceed, and if Uniti do proceed with the installation, then Uniti will charge You an additional Non-Standard Activation Fee. Please note that the Non-Standard Activation Fee is additional to the standard Activation Fee.

This Activation Fee, and if required any additional Non-Standard Activation Fee, covers installation of equipment necessary for Your Service and activation of Your Service.

## RELOCATION FEE

If You decide to relocate Your service during the life time of Your contract, then You will be required to pay an additional Relocation Fee that will be equal to the installation fee You paid at the commencement of Your contract. The Relocation Fee will be determined by Uniti at the time of the Relocation and will depend on the scale of work required to relocate the equipment.

## CANCELLATION FEE – FAILURE TO LAUNCH

If, You have signed up for Your Service, but You then decide to not proceed with Your Service, then Uniti will incur the following costs: our Sales Team's time, our Scheduling Team's Time, our Installer's time and the opportunity Uniti has lost of connecting a customer who actually wants Uniti's Super-Fast Broadband Internet Services. At present Uniti's actual costs for a Residential Installation is **\$520** and for a Business or Enterprise Installation is **\$560**, (both inclusive of GST). If You enter a contract with Uniti for Your Service, but You decide on the installation that You will not proceed with Your Service, then You agree that Uniti will charge You and You will pay these Costs Thrown Away.

## SLA – SERVICE LEVEL AGREEMENT

Uniti provides an SLA for: all Enterprise plans, and for Business and Residential plans where Customers opt to pay for and receive an SLA. The SLA includes priority support from Uniti helpdesk and customer service (ph 1300 847 201 - email: [prioritysupport@unitiwireless.com](mailto:prioritysupport@unitiwireless.com)) and expedited response times. For SLA customers, Uniti will, in the event of a fault or disruption, during customer service hours of 7:30am-8pm business days, and 10am – 4pm weekends and public holidays, use best endeavours to:

- **Acknowledge** - provide a response which describes and explains the fault or disruption, and describes the steps taken to repair and restore the service, **within 2 business hours** from the time of the fault or disruption being reported; and
- **Communication** - provide updates on progress of efforts to resolve or restore Your Service, if You request Uniti to do so, **every 4 business hours** from the time of the fault or disruption being reported; and
- **Restoration** – restore Your Service:
  - for faults that can be resolved by desk-top analysis and action, **within 1 business day** from the time of the fault or disruption being reported and
  - for faults that require on site attendance and either repair, replacement or reconfiguration of equipment, **within 5 business days**, from the time of the fault or disruption being reported.



If Uniti are unable to achieve these targets, You may, if You request Uniti to do so, obtain from Uniti a credit on Your account pro rata in accordance with the applicable rates for Your Service. Any credit will be calculated based pro-rate on Your annual plan – eg if Your Service is unavailable for 3.65 days in a 1 year, You may obtain a credit equal to 1% of the annual fee for Your Plan.

### LIMITATION OF LIABILITY

Uniti recommend that all customers, including SLA customers, have a back-up link to the Internet (eg a 4G dongle), particularly to cover a requirement to continue any Enterprise, Business and Residential activity, in the event of a fault or disruption.

You indemnify Uniti against, and You release Uniti from, any and all liability, including third party claims, arising from any failure by Uniti to provide, or any disruption to, Your Service, from any suspension or cancellation of Your Service, and / or from any suspension or cancellation of Your Service to a particular Internet Protocol (IP) address.

### CHANGES TO YOUR SERVICE BY UNITI

If technical difficulties arise with Your Service, or if Uniti determines it necessary for operational or technical purposes, we may change the speed or data limit or duration for Your Service or move Your Service. If we change Your Service, You must provide all reasonable assistance to enable the change to be implemented, including providing Uniti with access to Your Premises and equipment. If the change is detrimental to You, then You may, within 30 days of being notified of the change, cancel Your Service, and Uniti will not charge You a Cancellation Fee.

Uniti have determined that, where Uniti must, for technical reasons, reduce the speed or data limit of Your Services, then, because You will not be paying for a service that You are not being provided, and You will be paying for only the service that You are provided, Uniti consider this will not have a detrimental effect on You. If You believe that this change will have a detrimental effect on You then please tell us and we will consider that and may review the determination

### CUSTOMER SUPPORT

If You require assistance in relation to Your service, please contact us on **1300 847 201** or [support@unitiwireless.com](mailto:support@unitiwireless.com).

### COMPLAINTS & RESOLUTION

If You require assistance in any aspect of Your Service, please contact us on **1300 847 201** or [support@unitiwireless.com](mailto:support@unitiwireless.com). If You are not satisfied with the outcome of Your customer support request and wish to make a complaint to have this resolved please email as at: [resolutions@unitiwireless.com](mailto:resolutions@unitiwireless.com).

If You are not satisfied with the resolution of Your complaint, You may contact the TIO (Telecommunications Industry Ombudsmen). The TIO can be contacted by phone on **1800 062 058** or <http://www.tio.com.au/making-a-complaint>. Or You may contact the TIO directly without speaking with Uniti beforehand.

We encourage You to contact us first so that we can try to resolve Your complaint straight away.

Please note: This Critical Information Summary is only a summary of Uniti's Customer Service Agreement. The full terms & conditions for Your Service are available in Uniti's Customer Service Agreement - General Terms and Conditions at <https://unitiwireless.com/legal/>.