



# Customer Service Agreement

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## 1. Introduction – This is how it works

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- A Uniti Group Limited (ABN 73 158 957 889) (**Uniti**) is an operator of a broadband Internet network, is a supplier of broadband Internet services, and is licensed as a Carrier under the Telecommunications Act 1997 (Cth).
- B You, by submitting to Uniti Your Application for Services, have applied to Uniti, for Uniti to provide You with Your Service, at Your Premises.
- C Telecommunications legislation (Section 479 Telecommunications Act 1997 (Cth)) allows Uniti to set out standard customer terms in a Standard Form of Agreement. This Customer Service Agreement, together with the other documents listed below, form Uniti's Standard Form of Agreement:
1. Your Application for Services; and
  2. Uniti's Customer Service Agreement; and
  3. Uniti's Service Description – for Your Service; and
  4. Uniti's Service Level Agreement – for Your Service (if applicable); and
  5. Uniti's Critical Information Summary – for Your Service; and
  6. The terms and conditions of any applicable promotion offered by Uniti; and
  7. Uniti's Installation, Relocation & Cancellation Policy; and
  8. Uniti's Fair Use Policy; and
  9. Uniti's Billing Policy; and
  10. Uniti's Financial Hardship Policy; and
  11. Uniti's Complaint Handling Policy & Procedure, (together Uniti's "Customer Service Agreement")
- D Uniti's Customer Service Agreement sets out the terms and conditions of Uniti's Customer Service Agreement as it applies to Your Service. Unless You and Uniti have agreed differently, both You and Uniti must comply with the terms and conditions of this Customer Service Agreement.
- E The terms and conditions of Uniti's Customer Service Agreement impose rights, duties, obligations and benefits, and bind both You and Uniti in relation to Your Service. Before You click to agree to accept the terms and conditions of Uniti's Customer Service Agreement You should read and ensure that You understand the Customer Service Agreement.
- F Submission of Your Application for Services to Uniti constitutes Your electronic signature and confirms that You request that Uniti provide Your Service, You agree to be bound to the terms and conditions, including those as altered by Uniti from time to time, of Uniti's Customer Service Agreement.
- G Uniti may, at any time, including during the Term of the contract for Your Services, alter the terms and conditions of the Customer Service Agreement in order to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between Uniti and customers including You. Uniti will notify You of alterations to the terms and conditions of the Customer Service Agreement only if the effect of the alteration is detrimental to You, and not otherwise. You undertake to regularly review the terms and conditions of the Customer Service Agreement and to comply with any altered terms and conditions of the Customer Service Agreement. Your continued use of Your Service constitutes acceptance of any alteration made by Uniti to the terms and conditions of the Customer Service Agreement.

## 2. Defined terms & interpretation

### 2.1 Defined terms

The following definitions apply in this Customer Services Agreement:

**Application for Services** means the application for Your Service which You submit to Uniti.

**Cancellation Fee** means a fee for cancelling Your Service as described herein.

**Critical Information Summary** or **CIS** means the critical information summary for Your Service.

**Customer Service Agreement** or **CSA** or **this Agreement** means the Customer Service Agreement, together with the other documents listed below, which together form Uniti's Standard Form of Agreement:

1. Your Application for Services; and
2. Uniti's Customer Service Agreement; and
3. The Service Description – for Your Service; and
4. Uniti's Service Level Agreement – for Your Service (if applicable); and
5. Uniti's Critical Information Summary – for Your Service; and
6. The terms and conditions of any applicable Uniti promotion; and
7. Uniti's Installation, Relocation & Cancellation Policy; and
8. Uniti's Fair Use Policy; and
9. Uniti's Billing Policy; and
10. Uniti's Financial Hardship Policy; and
11. Uniti's Complaint Handling Policy & Procedure,  
(together Uniti's "Customer Service Agreement" or "CSA" or "this Agreement")

**Party** or **Parties** means the parties to this Customer Service Agreement, or either of them, as the context requires.

**Service Description** means the description of the broadband Internet service, from those available online at [www.unitiwireless.com/plans/](http://www.unitiwireless.com/plans/), which is relevant to Your Service.

**Term** means the duration of the period during which Uniti will provide Your Service to You, which is described in the CIS for Your Service.

**Uniti** means Uniti Group Limited (ABN 73 158 957 889) of 1/44 Currie Street, Adelaide, South Australia, the second of the two parties, together with You, the first of the two parties, to this Customer Service Agreement, and the provider of Your Service of Super-Fast broadband Internet services to You under this Customer Service Agreement.

**Uniti's Billing Policy** means the policy prepared and presented by Uniti which regulates invoicing and payment for Your Services, and which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**Uniti's Complaint Handling Policy** means the policy prepared and presented by Uniti which describes how Uniti will comply with its statutory and other compliance obligations regarding handling of complaints raised in relation to Your Service, and which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**Uniti's Installation, Relocation & Cancellation Policy** means the policy prepared and presented by Uniti which regulates installation and relocation of equipment necessary for Uniti to provide Your Services and cancellation of Your Services, which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**Uniti's Fair Use Policy** means the policy prepared and presented by Uniti which regulates how Your Service may, and may not, be used, and what will happen in the event of non-compliance with those regulation, which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**Uniti's Financial Hardship Policy** means the policy prepared and presented by Uniti which describes how Uniti will comply with its statutory and other compliance obligations regarding any financial hardship experienced by You in relation to Your Service, and which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**Uniti's Service Level Agreement – SLA Policy** means the policy prepared and presented by Uniti which regulates the additional premium level of service provided to customers of residential and business plans, who have included the SLA in their services, and all enterprise plans, which is published at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)

**You** or **Your** means the customer who has submitted an Application for Services which has been accepted by Uniti, and **You** means the person or business who has agreed to this Customer Service Agreement and who is bound by the terms and conditions of this Customer Service Agreement.

**Your Premises** means the fixed residential or business location which You have nominated and advised Uniti is the location to which You wish Uniti to provide Your Service.

**Your Service** means the broadband Internet service, as defined in the relevant Service Description, which are available online at [www.unitiwireless.com/plans/](http://www.unitiwireless.com/plans/), for which You have applied in Your Application for Services.

### 2.2 Interpretation

The following rules apply unless the contrary intention appears.

- (a) The matters stated in the Introduction are true and correct and are incorporated into and form part of this Customer Service Agreement.
- (b) Headings are inserted for convenience only and do not affect meaning.
- (c) A reference to a party, if that Party is constituted by more than one party, means each Party jointly and severally
- (d) A reference to a person includes a corporation or partnership, as the case may be, and vice versa.

- (e) A reference to a person includes the person's executors, administrators, successors, permitted substitutes and permitted assigns.
- (f) If a provision of this CSA would be unenforceable, then the provision shall be read down or struck out to avoid that result.
- (g) A reference to a statute includes the statute as amended, any substituted statute and any sub-ordinate legislation under the statute.
- (h) Should a body institute association or government authority referred to in this Customer Service Agreement cease to exist, then the Customer Service Agreement must be read as referring to such body or association as then serves substantially the same objects as that body or association.
- (i) A reference to a right or obligation of any two or more persons confers that right or imposes that obligation (as appropriate) jointly and severally.
- (j) Nothing in this Customer Service Agreement is to be interpreted to the disadvantage of a Party because the Party was responsible for the preparation of this Customer Service Agreement.

### 3. Application for Services

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#### 3.1 You may make an Application for Services

You may make an Application for Services for any of Uniti's residential, business or enterprise Super-Fast wireless or fixed line broadband Internet services, as described in detail in the Service Description and CIS relevant to Your Service, which are available online at [www.unitiwireless.com/plans](http://www.unitiwireless.com/plans)

#### 3.2 Your age

- a) To make an Application for Services for any of Uniti's residential, business or enterprise Super-Fast wireless or fixed line broadband Internet services, You must be **at least 18 years of age**.
- b) If You are **between 16-18 years of age** Uniti may allow You to make an Application for Services, but You must, before You agree to the Customer Service Agreement, confirm, either on-line or by speaking with a Uniti Customer Service Officer, that You understand some important things about Your responsibilities under the Customer Service Agreement, including:
  - i) Are You aware that the Customer Service Agreement is a Contract – under which Uniti will provide You with broadband Internet services, and You will have to pay invoices?
  - ii) Do You have a parent or guardian who can sign up on Your behalf or at least confirm that You understand the obligations of the CSA?
  - iii) There will be cost for the service, invoices will come monthly, do You have money to pay those invoices, and what would happen if You could not pay the invoice?
  - iv) If the contract is cancelled early there will be a Cancellation Fee, are You aware of that?
  - v) If You live in a block of flats or other similar building with an Owners' Corporation, You will need permission from them for Unit to mount equipment for Your Service, so have You obtained their permission?
  - vi) Is there a chance that You might move premises within the contract period? If so there might be fees.
- c) If You are **under 16 years of age**, sorry, You'll have to wait until You are at least 16 years of age. We'll see You then.

#### 3.3 Process for You to make an Application for Services

To make an Application for Services You must complete the following steps;

- a) **On-line** – by submitting an online Application for Service form via Uniti's website, or
- b) **In writing / by post or by delivery in person** – by submitting a written Service Application, on an Application for Service form which is provided to You by Uniti, by mail or email to Uniti, or
- c) **Over the telephone** – by requesting over the telephone, that a Uniti Customer Service Officer complete a written Application for Service for You, which Uniti's CSO will do, after You have acknowledged and agreed to the terms & conditions of this CSA.

#### 3.4 Application for Services becomes Customer Service Agreement

- a) You acknowledge and agree that the details that You submit to Uniti in Your Application for Services will be captured by Uniti, that these details will be the basis of Your Service that Uniti provide to You at Your Premises during the Term, and that these details will form part of the Customer Service Agreement for Your Services.

#### 3.5 Representation and Warranty

You represent and warrant to Uniti that:

- a) You have it the power, capacity and authority to enter this Customer Service Agreement, and to sign and execute this CSA as, or on behalf of, the owner, or duly authorized occupier, of Your Premises to which Your Service is to be provided and which is identified in Your Application for Services;
- b) all information provided by You in Your Application for Services is accurate truthful and correct; and

- c) You will inform Uniti in writing of any changes to the details provided on Your Application for Services, which are relevant to Your Service or account. These include Your personal, administrative and financial details, such as Your address, telephone number, Your debit or credit card history or other details provided in relation to making payments for services that You have requested that Uniti provide to You.

### 3.6 Authorised Person

- a) You may nominate another person (**an Authorised Person**) to exercise Your rights under our CSA. You may nominate this person at the time of making Your Application for Services, using the Authorised Representative form listed on our website here: [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal) or submitted in writing by post or email to [support@unitiwireless.com](mailto:support@unitiwireless.com).
- b) You may also assign a **Contact Person** who has Your permission to communicate with Uniti about Your Service but does not have rights as an Authorised Person to exercise actions on Your behalf under our CSA.

### 3.7 Uniti must decide whether or not to accept an Application for Services

Uniti may, in Uniti's absolute discretion, decide whether or not, to accept Your Application for Services. Uniti will base our decision whether or not to accept Your Application for Services on anything that Uniti determine, in Uniti's absolute discretion, to be a relevant consideration, but this will include:

- a) Availability of Uniti services to Your Premises;
- b) Your ability to meet Uniti's credit requirements;
- c) Any issue which impacts on technical or network considerations which are relevant to the potential provision of Uniti service to Your Premises;
- d) Anything else that Uniti considers, in Uniti's absolute discretion, to be an important or relevant consideration.

### 3.8 Date of commencement of Services

If Uniti accepts Your Application for Services, Your Service will commence on:

- a) The date that Your online Application for Services form is submitted, or
- b) The date that You have signed Your Application for Services, or
- c) The date that You complete Your Application for Services working with Uniti's Customer Service Officer.

### 3.9 Uniti's Customer Service Agreement is Binding on You

- a) Submission of Your Application for Services to Uniti constitutes Your electronic signature and confirms that You agree to the terms and conditions, including those as altered by Uniti from time to time. By agreeing to this Customer Service Agreement You request that Uniti provide Your Service, and You agree to be bound Uniti's Customer Service Agreement.
- b) Once Uniti accepts Your Application for Services Uniti's Customers Service Agreement is formed between You and Uniti. The terms of that Customer Services Agreement will bind You, and will bind any executor, administrator, transferee, assignee, liquidator or duly appointed trustee in bankruptcy of You, for the Term.

## 4. The Customer Service Agreement

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### 4.1 CSA – terms and conditions

- a) The CSA defines the terms and conditions under which Uniti will provide Your Service to You.

### 4.2 CSA – component parts

Upon Uniti's acceptance of Your Service Application, You are bound by this Customer Service Agreement, which includes:

- a) Your Application for Service; and
- b) Uniti's Customer Services Agreement; and
- c) Uniti's Service Description – for Your Service; and
- d) Uniti's Service Level Agreement – for Your Service (if applicable); and
- e) Uniti's Critical Information Summary (CIS) for Your Service; and
- f) The terms and conditions of any applicable Uniti promotion; and
- g) Uniti's Installation, Relocation & Cancellation Policy; and
- h) Uniti's Fair Use Policy; and
- i) Uniti's Billing Policy; and
- j) Uniti's Financial Hardship Policy; and
- k) Uniti's Complaint Handling Policy & Procedure.

### 4.3 CSA – Australian Consumer Law

If Your Service is of a kind ordinarily acquired for personal, domestic or household use, and You are using Your Service for the primary purpose of personal, domestic or household use, then You will be a consumer customer, and the Australian Consumer Law will apply in addition to the terms and conditions of the Customer Services Agreement.

## 5. Alterations to the Customer Service Agreement

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### 5.1 Alteration to the terms and conditions of the Customer Service Agreement

- a) Uniti may, at any time, including during the Term of the contract for Your Services, alter the terms and conditions of the Customer Service Agreement.
- b) Uniti will alter the CSA if circumstances require that an alteration be made, and these circumstances may include the following:
  - i) a change to legal, statutory or regulatory obligations requires that the changes be made;
  - ii) a change in what costs, charges or taxes are to be imposed in relation to Your Service;
  - iii) For reasons related to security, either of privacy, information, technology or Uniti's wireless and fixed broadband Internet network;
  - iv) to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between Uniti and customers including You;
  - v) A general increase in fees for Your Service or an increase in fees for ancillary services, provided that Uniti offer an alternative Service at the same or lesser fee;
  - vi) To maintain the integrity of the network for a technical standpoint;
  - vii) To address any technical or administrative issue or error or to resolve a conflict in drafting of the CSA;
  - viii) To address, add, remove or change a special feature or offer that isn't contained in the relevant CIS;
  - ix) If Uniti considers it necessary, for commercial or operational reasons, to do so; and
  - x) To accommodate increases imposed by Suppliers for premium services or hardware we resell to You.

### 5.2 Uniti will notify You of alterations to the terms and conditions of the Customer Service Agreement only if the effect of the alteration is detrimental to You, and not otherwise

- a) If any alteration to the CSA is detrimental to You, then Uniti will advise You expressly that alterations have been made, and Uniti will endeavour to advise You at least 30 days prior to the change, of the pending alteration. This notification will be made by email, on Your next billing invoice and by a notice of the change posted on Uniti's website.
- b) If the alteration to the CSA change is detrimental and likely to make a significant impact to You, You may cancel Your Service in question within 30 days of our notification to You. In this circumstance Uniti will not charge You a Cancellation Fee. But You will still be required to pay for any installation and equipment charges and for any usage or variable charges accrued up to the date of cancellation that You have not yet paid for.
- c) Unless the alteration to the CSA is detrimental to You or to Your Service, Uniti are not required to, and Uniti may not, advise You expressly that alterations have been made to the CSA.
- d) If Uniti reasonably determine that the alteration to the terms and conditions of the CSA is of no consequence to You, or is of benefit to You, then Uniti will make the alteration and Uniti do not need to advise You, prior to the alteration being made or taking effect, of the alteration. Uniti will however notify You of the alteration within a reasonable amount of time, by notice on our website, by email or on Your next billing invoice.
- e) Uniti's plans for broadband Internet services may change from time to time. If You have signed up for a 12 Month or 24 Month or 36 Month plan for broadband Internet services, then Uniti will provide You with the services described in that plan during the period of the plan, and after the duration of the plan expires, Uniti may choose to continue to provide You with the same Service, even if our current plans are different, or Uniti may decide to provide You with services from a similar plan. Details of Your previous plan can be made available upon request.
- f) Alterations to the CSA will appear in the CSA which can be accessed via the link in Your Application for Services or otherwise at [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal)
- g) You undertake to regularly review the terms and conditions of the Customer Service Agreement and to comply with any altered terms and conditions of the Customer Service Agreement.
- h) Your continued use of Your Service constitutes acceptance of any alteration made by Uniti to the terms and conditions of the Customer Service Agreement.

## 6. Access and Permission to locate equipment at Your Premises

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### 6.1 Access

- a) By submitting Your Application for Services to Uniti You:
  - i) **request that Uniti provide Your Service** to You at Your Premises;



- ii) **provide Uniti all necessary permission** to enable Uniti's installers, engineers or other technicians to **access** Your Premises, to **install** the equipment necessary at Your Premises, and to **operate** the equipment so as to provide Your Service to You at Your Premises; and
  - iii) **grant to Uniti a licence** to Your Premises sufficient to enable Uniti to install and operate all equipment necessary to provide Your Service to You at Your Premises for the Term.
- b) You agree to provide Uniti with prompt and safe access to Your Premises, and You agree that Uniti's installers may conduct work on Your Premises, which may include: investigation of the structure and materials used in the fabrication of Your Premises, investigation of the suitability of Your Premises for connection into Uniti's broadband Internet network, and for the installation, testing, repair, replacement and maintenance of equipment.
  - c) You also agree that at the end of the Term, Uniti may then attend and have safe and prompt access Your Premises to remove and recover Uniti's equipment.
  - d) Uniti's network engineers and installers will determine the technical means or location or type of equipment by which Uniti will deliver broadband Internet services to Your Premises. The basis of this determination may include: the height of the mast, the location of the mast on the roof of Your Premises, or which roof the mast is installed on. Any installation requests or limitations that You would like to place on the works will be escalated by the installers, at the time, to be reviewed by Uniti's customer service team.
  - e) Due to how the service operates, limitations caused by vegetation, the equipment or other factors can cause an installation to be insufficient to meet Uniti's connection quality standards, and consequently unsuccessful. In the event that an installation is unsuccessful You agree that Uniti will not be liable for any loss or damage incurred by You.
  - f) Uniti's network engineers and installers may, at any time during the time that Uniti provides broadband Internet services to You, determine that it is necessary to change the location of equipment necessary to deliver broadband Internet services to You. In that event You agree that Uniti may attend and have safe and prompt access Your Premises, to the equipment by which Uniti provides broadband Internet services to You, and to conduct any necessary works, including relocation of equipment. Uniti will, in the event of any change to the technical means or the location or type of equipment by which Uniti provides broadband Internet services to You, endeavour to ensure that the performance of Your Service is not adversely affected by these changes. In the event that a relocation or associated works are unsuccessful You agree that Uniti will not be liable for any loss or damage incurred by You.

## 6.2 Permission - Owners

As owner of Your Premises You give permission for Uniti to install equipment necessary to provide Your Service at Your Premises.

## 6.3 Permission - Tenants - Your obligation to obtain all necessary permissions

- a) If You are not the owner of Your Premises then You must obtain sufficient permission, from the owner of the property, for Uniti to access the property, to install, test, maintain, replace, repair or remove the equipment necessary to provide Your Service.
- b) As tenant of Your Premises You confirm that You have obtained from the owner and/or landlord and/or agent all consent necessary for Uniti to install equipment necessary to provide Your Service at Your Premises.
- c) If the owner does not give You permission, then You must notify Uniti prior to Uniti commencing any work at Your Premises.
- d) In the event that You have not obtained sufficient permission, You indemnify Uniti against any claim or costs incurred by Uniti that the owner of the property makes against Uniti, Uniti's employees or contractors as a consequence of Uniti's entry onto the property, and/or any works conducted on the property.

## 6.4 Permission - Members of an Owners Corporation / Body Corporate - Your obligation to obtain all necessary permissions

- a) If You are either the owner or a tenant of Your Premises and Your Premises are part of and are regulated by the rules of an Owners Corporation or a Body Corporate then You must obtain sufficient permission, from the Owners Corporation or Body Corporate for the property, for Uniti to access the property, to install, test, maintain, replace, repair or remove the equipment at Your Premises necessary to provide Your Service.
- b) As owner or tenant of Your Premises, where Your Premises, are regulated by a body corporate, strata corporation, owners corporation or other such managing body or agent, You confirm that You have obtained from that body corporate, strata corporation, owners' corporation or other such managing body or agent, all consents necessary, for Uniti to install equipment necessary to provide Your Service at Your Premises.
- c) If the owner does not give You permission, then You must notify Uniti prior to Uniti commencing any work at Your Premises.

- d) In the event that You have not obtained sufficient permission, You indemnify Uniti against any claim or costs incurred by Uniti that the owner of the property makes against Uniti, Uniti's employees or contractors as a consequence of Uniti's entry onto the property, and/or any works conducted on the property.

## 6.5 Permission – Development Approval

- a) In some unusual situations Development Approval from a local council may be required for Uniti to install equipment at Your Premises.
- b) The usual situation is that - Uniti is licensed as a Carrier under the Telecommunications Act 1997 (Cth) and Section 6 of Schedule 3 of the Telecommunications Act 1997 (Cth) provides that Uniti is empowered to install equipment which constitutes a Low Impact Facility, (which is defined by the Telecommunications (Low Impact Facilities) Determination 1997 (Cth)), without requiring Development Approval from a local council. A Low Impact Facility includes the mast and antennae that Uniti use for standard and non-standard installations.
- c) However in some circumstances this usual situation won't apply. Section 2.5 of the Telecommunications (Low Impact Facilities) Determination 1997 (Cth) provides that an area of **environmental significance** includes a **place, building or thing** that is entered on a register relating to heritage conservation. Section 3.1 2) of the Telecommunications (Low Impact Facilities) Determination 1997 (Cth) provides that equipment will not be a Low Impact Facility if the area on which the equipment is installed is an area of **environmental significance**. We believe this is to stop telecommunications providers putting equipment on places like the Sydney Harbour Bridge. But there are a small handful of suburbs in Australia where the residents have persuaded themselves and the government that there is something significant about those places. Some of those suburbs have been entered onto a register relating to heritage conservation, such as the Australian Heritage Places Inventory. These places may be an area of **environmental significance**.
- d) Typically there will be a discrete aspect of those places, such as the layout of suburbs, block size or style of building construction, which is the basis for the place being preserved. In some respects, this may be a comforting way to live, with a comfortable way of life preserved. But this also could be an awful way to live, a modern day cross between Jeremy Bentham's Panopticon and the world of the Stepford Wives, with neighbours scrutinising every action and thing of their neighbours' homes and complaining to the local council, and residents denied the freedoms of living in a private home and the benefits of modern technology and other conveniences.
- e) In any event, in a place like this, Uniti will not be able to rely on the exemption contained in the Telecommunications Act 1997 (Cth), and a Development Approval from the local council will be required for Uniti to install the equipment.
- f) If You live in one of these places, then a Development Approval will be required for Uniti to install equipment at Your Premises.
- g) Uniti are able to prepare and submit an application for Development Approval for You. But there will be two costs for this: first the cost of the work necessary to prepare the application for Development Approval, and second the fees charged by the Council to process the application.
  - i) For the first cost – the time spent preparing and submitting the application for Development Approval - Uniti will not impose a fee on You for Uniti's time in preparing and submitting the application for Development Approval.
  - ii) For the second cost – the council fees for submitting the application. This cost will be imposed by the local council and will be a fee for their time and may also include a fee for obtaining a certificate of title for the property. The council will assess and impose this fee usually only after the application is submitted, Uniti cannot assume this cost – Uniti did not make You live in this place with its unusual rules after all – So, Uniti must pass this cost on to You. Uniti will only pass on to You the fee imposed by the Council
- h) Uniti will endeavour, prior to preparing and submitting the application for Development Approval, to confirm with You that You wish Uniti to prepare the application for Development Approval, and to inform You what the costs will be to submit that application. But either way, whether Uniti are able to confirm this with You or not, before submitting the application for Development Approval, You agree to pay any such costs of submitting the application for Development Approval.
- i) If, when You make Your Application for Services, You do not inform Uniti that Development Approval is required for Uniti to install equipment at Your Premises then You are representing to Uniti that either there is no requirement for Development Approval, or alternatively, that You have obtained any Development Approval that may be necessary prior to submitting Your Application for Services.

## 7. Installation of equipment and connection of Your Service

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### 7.1 Time for installation of equipment and connection to network

- a) Uniti will connect Your Service as soon as Uniti can, but there will be a delay between the time that Uniti accepts Your Service Application, the time that Uniti can schedule and conduct the installation of

equipment at Your premises, and the time that Uniti can commence the supply of broadband Internet services to Your premises.

- b) You acknowledge and agree expressly that Uniti will not be liable for any delay in relation to the installation of equipment at Your premises or with commencement of supply of broadband services to Your premises.
- c) Once Uniti have accepted Your Application for Services and determined that Your Service can be provided to You, Uniti will commence to invoice You for Your Service.

## **7.2 Supervision for installation of equipment**

If You own Your Premises and / or You have obtained the necessary permissions, then, when Uniti are scheduled to conduct the installation, You must have someone over 18 years of age in attendance at the appointed time for the installation, to supervise Uniti's presence at Your Premises, to assist in making decisions such as around location of equipment, and to assist Uniti's installers to obtain access to parts of Your Premises if necessary.

## **7.3 If You need to leave Your Premises during the installation of equipment**

- a) You remain, while the installation of equipment necessary for Your Service is underway, responsible for the safety and security of Your Premises.
- b) When Uniti are scheduled to conduct the installation at Your Premises, You must have someone over 18 years of age in attendance at all times during the installation to be responsible for the safety and security of Your Premises.
- c) If it becomes necessary for You to leave Your Premises during the installation of equipment, then:
  - i) Uniti will continue to conduct all aspects of the installation with due care and attention and otherwise in accordance with the terms and conditions of this Customer Services Agreement;
  - ii) You must lock and otherwise make secure all of Your Premises and all of Your property;
  - iii) If You cannot lock and otherwise make secure all of Your Premises and all of Your property, and if you need to, or wish to, ask that Uniti staff or contractors lock and otherwise make secure all of Your Premises and all of Your property, then Uniti staff or contractors will, once the installation is complete, use their best endeavours to comply with any directions You may give, and lock and otherwise make secure all of Your Premises and all of Your property, but Uniti can not and will not assume responsibility, (and You agree that Uniti are not and will not be responsible) for the safety and security of Your Premises, and You will not hold Uniti liable for any loss or damage arising as a consequence of You failing to make safe and secure all of Your Premises and all of Your property when You do leave Your Premises prior to the completion of the installation;
  - iv) You acknowledge and agree expressly that Uniti will not be responsible or liable to You, and You will not hold Uniti liable for loss or damage arising as a consequence of You failing to make secure all of Your Premises and all of Your property when You do leave Your Premises;
- d) Uniti staff and contractors are honest, trustworthy and reliable. But, that said, while the installation is underway, Uniti must insist that You remain responsible for the safety and security of Your Premises.
- e) Uniti may use this clause as a bar to all claims for loss or damage arising as a consequence of You failing to make secure all of Your Premises and all of Your property when You do leave Your Premises prior to the completion of the installation.

## **7.4 Installation and relocation of equipment**

- f) You acknowledge and agree expressly that installation and relocation of any equipment necessary to provide Your Service at Your Premises must be in compliance with Uniti's Installation, Relocation & Cancellation Policy.
- g) You represent and warrant to Uniti that You have read, understood and will comply with Uniti's Installation, Relocation & Cancellation Policy.

## **7.5 Service Speeds**

- a) When Uniti installs equipment at Your Premises Uniti's installers will test the connection so that Uniti can confirm before Your Service is connected that Uniti is able to deliver the service at speeds required for Your Service. Uniti also conduct testing of services delivered to customers to ensure that service speeds delivered are at levels agreed.
- b) Some occasional fluctuations in speeds may occur, and Your Service may not achieve the maximum speed at all times. This is due to circumstances outside of Uniti's control, (weather (rain, heat, wind), damage to equipment, and outages to either power or telecommunications aspects of the network).
- c) If variations or fluctuations are repetitive, consistent and impede delivery of Your Service then Uniti will investigate and endeavour to resolve the cause.
- d) If Uniti cannot resolve the cause Uniti may either reduce Your Service to speed levels which can be delivered, or Uniti may cancel Your Service with no penalty to either You or Uniti.



## 7.6 Location of wall plate

- a) Part of the equipment to be installed at Your Premises will be a wall plate. This will be located inside Your Premises, and this will link Uniti's antenna and mast, located on the roof-top area of Your Premises, to Your router inside Your Premises, to enable wireless connection throughout Your Premises.
- b) Please nominate where You would prefer for Uniti's technicians to terminate the service inside of Your Premises.
- c) Uniti's technicians will endeavour to place the wall plate at this location. But if that is not possible, they will discuss alternative locations with You, and they will obtain Your consent prior to locating the wall-plate being at that alternative location in Your Premises.
- d) If the contract for Your Service comes to an end over time or is cancelled either by Uniti or by You, Uniti will recover our equipment, but Uniti will leave the wall plate in place. You agree expressly that the wall plate will remain after all other equipment is removed.

## 8. Fees on Installation of Your Service

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### 8.1 Installation Fees

- (a) In order for Uniti to commence providing Your Service Uniti must install equipment, which may include a mast, antenna, radio, data and/or power cabling, and/or materials to provide structural support to such equipment, at Your Premises, and Uniti must administer the connection of Your Premises to the Uniti broadband Internet network to enable Uniti to provide Your Service. In doing these things Uniti will incur costs of materials and staff time to complete the installation and activation of Your Service. Uniti will pass some of those costs on to You in the Installation Fee.

### 8.2 Installation Fees – Standard Installation - mast of up to 3m

- (a) For an installation of equipment requiring a mast of up to 3m, Uniti will charge You an activation fee, depending on the duration of the term of the contract for Your Service, for:
  - (i) a residential or business contract for **12 months - \$149.95**;
  - (ii) a residential or business contract for **24 months - \$99.95**; and
  - (iii) a residential or business contract for **36 month contracts - \$0.00**.
  - (iv) enterprise customers will be priced in accordance with the particular requirements of Your Premises to which the Enterprise service is to be provided, the fee will be stated in Your quote for Your Enterprise Service, but will typically be between **\$300-\$900.00**;
  - (v) no Lock In contracts - **\$799.95** for both residential and business customers.

### 8.3 Installation Fees – Special Offers

- (a) Uniti may from time to time advertise special offers to waive or discount Installation Fees for Your Service. If You accept such an offer, that offer will prevail to the extent of any inconsistency with the clause above regarding activation fees for a standard activation.

### 8.4 Installation Fees – Non-Standard Installation - mast of above 2.4m – 5m

- (a) In some cases, in order to overcome issues present at Your Premises arising from technical, operational, topographical or vegetation issues, a non-standard activation will be required - Uniti may need to install a taller mast, greater stability or structural equipment, or more sophisticated antenna or other telecommunication equipment at Your Premises. In these cases Uniti will incur further and additional costs of materials and staff to complete the installation and connect Your Premises to Uniti's broadband Internet network and provide Your Service. Uniti will pass some of those costs on to You.
- (b) For an installation of equipment requiring a mast of above 2.4m – 5m and/or other more sophisticated equipment or staffing requirements, Uniti will charge You an additional fee of **\$499** for the activation of Your Service.
- (c) For the avoidance of doubt special offers regarding Installation Fees will not apply to a non-standard activation.

## 9. Ownership of Equipment

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### 9.1 Uniti's equipment

- a) The equipment supplied by Uniti and installed at Your premises to connect Your Service remains Uniti's property.
- b) You agree to provide a suitable power supply for the equipment, and You agree to provide a suitable location for the equipment to be installed.
- c) You must not sell, lend, remove or part with Uniti's equipment, except when it is removed in accordance with our instructions and approval.
- d) In the event that any of Uniti's equipment is lost, stolen or damaged, (excusing fair wear and tear) You agree to pay Uniti for any such loss, theft or damage.

- e) For the avoidance of doubt, all equipment which Uniti installs on any customer's property remains the property of Uniti, and is not owned, to be operated by or interfered with, by You. Uniti is licensed as a Carrier under the Telecommunications Act 1997 (Cth) and, in the event that Uniti's equipment, network or services might be interfered with, Uniti's network and services are protected by penalties applicable under that legislation.

## 9.2 Your equipment

- a) You are responsible for the supply, operation, maintenance, security and repair of Your own access points or modems for internal Wi-Fi access.
- b) You are responsible for the maintenance, operation, security and repair of Your own equipment, and You are responsible for ensuring that Your own equipment complies with all Australian laws and technical standards as determined by regulatory bodies.

## 9.3 Purchase of equipment from Uniti

- a) You may purchase equipment, for example wireless access points or modems, from Uniti as part of the service.
- b) Uniti does not retain ownership of any equipment that You purchase from Uniti as part of Your Service.
- c) If You purchase incorrect equipment from Uniti, that equipment may be exchanged within 14 days of delivery, provided that the equipment is returned without damage, in complete condition as it was prior to the purchase and with all packaging intact, and a handling fee of \$99.95 is paid to Uniti.

## 9.4 Inspection of equipment from time to time

You agree, in order to ensure the safety and quality of Uniti's equipment, Your Service and Uniti's network, to allow Uniti, at any reasonable time, to inspect Your equipment, to make any modifications and You agree to follow any reasonable directions that Uniti give You in relation to the operation, maintenance, security and repair of Uniti's equipment and Your equipment.

# 10. Invoicing for Your Service

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## 10.1 Invoicing and Payment for Your Service – Uniti's Billing Policy

- a) All upfront costs and monthly charges for Your Service are detailed on Uniti's website at [www.unitiwireless.com/plans](http://www.unitiwireless.com/plans), in the CIS for Your Service or in the terms and conditions of any advertised promotion or may be listed in Your Application for Services.
- b) All billing for Your Services will be made in accordance with Uniti's Billing Policy, and You agree to comply with that Billing Policy.
- c) You represent and warrant to Uniti that You have read, understood and will comply with Uniti's Billing Policy.
- d) You must pay all upfront costs, monthly charges or additional fees in accordance with the terms set out in Your Application for Services, CIS or invoice.
- e) You agree to supply Uniti 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 Your Service and billing invoice Uniti send You.
- f) In the event that You elect to pay by credit card payment, and a payment is dishonoured by Your bank, and the bank charges Uniti a fee, then Uniti will on-charge that fee to You, and You agree to pay that fee.
- g) In the event that payment by cheque is available as a payment option, and You pay by cheque, but a cheque is dishonoured by Your bank, then Uniti will charge You a fee. You agree to pay that fee.
- h) Any costs Uniti incur in the process of collecting late, or unpaid payments will be charged to You. You agree to pay any such costs.
- i) If You do not pay Your bill Uniti can also suspend or even cancel Your Service until Your bill payment is made. These costs include but are not limited to, a Cancellation Fee, penalties or interest as a result of late or declined payment, as well as levies or fees charged to Uniti. Any value added taxes relevant to Your Service will also be charged to You.

## 10.2 Costs in relation to equipment

If Uniti are required to service, repair, alter or replace Your Service or any equipment used for Your Service because You (including anyone with permission, implied permission, Your employees, agents or contractors) have breached the CSA, have been negligent, fraudulent, reckless or have otherwise interfered with Uniti's equipment, or because Your equipment has failed due to Your own act or omission, then Uniti 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.

## 10.3 Special Offers for Services

Uniti 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 CIS's 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.

## **11. Your use of Your Service**

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### **11.1 Use of Your Service must comply with Uniti's Fair Use Policy**

- a) Uniti's Fair Use Policy:
  - i) 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';
  - ii) explains how unlimited plans work; and
  - iii) sets out Uniti's responsibilities around retention of data to ensure compliance with legislation and with directions from regulatory and other law enforcement bodies.
- b) You represent and warrant to Uniti that You have read, understood and will comply with Uniti's Fair Use Policy.
- c) You acknowledge and agree expressly that at all times You will use Your Service in compliance with Uniti's Fair Use Policy.
- d) You acknowledge and agree expressly that if Uniti, acting reasonably, determine that You have used Your Service in a manner which is not in compliance with Uniti's Fair Use Policy, then 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.

### **11.2 Residential & Business Use of Your Service**

- a) 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.
- b) You must use Your Service only in ways that are consistent with the criteria and limitations set for their Residential Plan or their Business Plan.

### **11.3 Reasonable & Acceptable Use of Your Service**

- a) You must not use Your Service and/ or Uniti's broadband Internet services in a manner which is unreasonable or unacceptable. The terms unreasonable and unacceptable are defined in Uniti's Fair Use Policy.

### **11.4 Unlimited data**

- a) Uniti offers plans for broadband Internet services that provide unlimited data. Uniti intend that unlimited data plans will allow customers to operate their Uniti Residential, Business or Enterprise 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 Uniti also intend that our unlimited data plans are not to be abused.
- b) If for example, every night of the week 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's ok, 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, downloading in a week more movies than any human being could watch in a lifetime, or running a private data centre, that would be an abuse, and that is not what the plan is for.
- c) If Your Service has unlimited data and Uniti consider that You are consuming huge volumes of data, Uniti may make inquiries about the reason why that may be happening. Where Uniti determines that You are abusing Your Service, Uniti may impose limits on Your Service or, more likely, Uniti may reconfigure Your Service to another plan at a lower plan price with a data limit.

### **11.5 Data limits and what happens if You exceed Your data limit**

- a) For some plans Uniti set a limit on data that can be consumed for that service.
- b) If Your Service has a data limit and if you then exceed the data limit on Your Service, then Uniti's AI infrastructure (a precursor model to the Terminators we are building) will step in automatically and shape Your Service to low speed.

- c) This step is taken so that charges for excess data use are not accrued to Your Service, because You may not have planned for these and they may cause You difficulties. This step is also taken because using data in excess of the data limit set for Your Service means You have gone outside of the agreed limits set for the contract that You have agreed to for Your Services.
- d) If You have exceeded the data limit for Your Service then You may top up your data limit by purchasing a data pack, or you may increase Your Service from a plan with a data limit to a plan with unlimited data.

## 11.6 Bullying, Harassment & Trolling

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

- a) You must not use Your Service to engage in conduct is or might be: harassment, offensive behaviour, bullying or trolling, or which is otherwise unreasonable or inappropriate, regardless of whether such content is actually lawful or unlawful.
- b) You also must not use Your Service to 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.
- c) If someone is being harassed or bullied on line, via someone using a Uniti Internet service contrary to these obligations, and if the person being bullied or harassed presents Uniti with material, that Uniti reasonably 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 restricting, limiting or cancelling a customer's service. 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 – then Uniti reserves the right, to take action, to restrict the activity that is causing the harm, by restricting or limiting access to material, or cancelling a customer's service.
- d) You agree, that in the event that Uniti does take action to restrict activity that is in breach of Uniti's Fair Use Policy, first – You have been advised of the requirement to comply with Uniti's Fair Use Policy, and second You will not hold Uniti liable for any loss or damage which may follow as a consequence, and Uniti may use this as a bar to any proceeding You may commence against Uniti.
- e) 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. Here endeth the lesson.

## 11.7 Uniti's action in the event of a breach of Uniti's Fair Use Policy

- a) If You use Your Service and/or Uniti's broadband Internet services outside of criteria and limitations set for use, or in contravention of Uniti's Fair use Policy, then Uniti will:
  - i) first - contact You and seek an explanation for the activity; and if that explanation is acceptable to Uniti, Uniti will allow the service to continue, but Uniti will continue to monitor Your use of Your Service; and
  - ii) second - in the event that the explanation is not acceptable to Uniti, or in the event of multiple occurrences, which Uniti find unsatisfactory, Uniti may take action which may include limiting Your Service, shaping Your Service, moving You to another plan at a lower price with a data limit, or, in the event of repeated abuse, suspending Your Service or cancelling Your Service.

## 12. Alteration of Your Service

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### 12.1 Alteration of Your Service by You

- a) You may, subject to:
  - i) any restriction imposed by any special promotion;
  - ii) any restriction imposed by the terms of the contract for Your Service;
  - iii) any technical limitations, which Uniti may need to accommodate: and/or
  - iv) payment of any change in fees for Your Service,
 alter Your Service at any time during the Term.
- b) Alterations to Your Service, its delivery and/or capacity may involve different charges, which Uniti will apply in accordance with the plans advertised at [www.unitiwireless.com/plans](http://www.unitiwireless.com/plans) and in accordance with Uniti's Billing Policy.
- c) If You do alter Your Service at any time during the Term, then you will be leaving the plan for Your Service that you signed up for originally, You will be moving to new plan for Your Service, and You will not be able to return to the plan for Your Service that You signed up for originally.

### 12.2 Alteration of Your Service by Uniti – general

- a) Uniti may alter Your Service without notice to You, where that will not have a detrimental effect on You or on Your Service.
- b) Uniti may alter Your Service, where that will have a detrimental effect on You or Your Service only if:
  - i) Uniti provide You with at least one month notice in writing of the proposed alternation; and
  - ii) Provide You with an option to not accept the proposed alteration and to cancel the contract for Your Service.

### **12.3 Alteration of Your Service by Uniti – for technical reasons**

- a) If technical difficulties arise with Your Service, or if Uniti determines it necessary to do so for operational or technical reasons, then Uniti may alter, (including by reduction), the speed or data limit or duration for Your Service or move Your Service.
- b) If Uniti determines that we 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.
- c) 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.

### **12.4 Alteration of Your Service by Uniti – for regulatory or other reasons**

- a) If Uniti determines it necessary to do so, in order to meet regulatory obligations or otherwise for operational reasons, then Uniti may alter operational aspects of Your Service (including but expressly not limited to, by moving carriers who provide services to support Your Service, and by engaging in arrangements with third parties for services to be provided to support Your Service).
- b) Uniti will use its best endeavours to provide notice to you of any such alteration.
- c) Uniti will use its best endeavours to ensure that any such alteration will not have a detrimental effect on You or Your Service.
- d) If You believe that this alteration will have a detrimental effect on You then please tell us and we will consider the matter and may review the determination we have made.

### **12.5 Alteration to plans offered by Uniti**

- a) Uniti may make alterations to its plans for broadband Internet services from time to time. These alterations may include introducing new plans and / or may include removing old plans.
- b) If Uniti change the plan for Your Service, then You may either:
  - i) Leave the plan for Your Service and move to a new plan for Your Service; or
  - ii) Remain on the plan for Your Service.
- c) If You do move to a new plan for Your Service, then you will be leaving the plan for Your Service that you signed up for originally, You will be moving to new plan for Your Service, and because time travel is not possible, and You cannot ever go back, You will also not be able to return to the plan for Your Service that you signed up for originally.
- d) If You remain on the plan for Your Service, then the plan for Your Service will be grandfathered (legal concept – which means the plan for Your Service will remain the same while everyone around You enjoys the progress of the new plans).

## **13. Suspension & Cancellation of Your Service**

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### **13.1 Cancellation by You**

You may cancel Your Service, without liability to You, by giving Uniti notice in the following circumstances:

- a) By giving 30 days notice, where there is no contract Term in Your Application for Service and the related CIS;
- b) By giving 30 days notice, any time after the Term of Your Service expires;
- c) If Uniti have breached the CSA and cannot remedy the breach within a reasonable time, but no longer than 30 days of You giving Uniti notice of the breach;
- d) Before the end of the Contract Term, in accordance with Your Service Application, by paying the specified Cancellation Fee and any related charges.

### **13.2 Cancellation by Uniti**

Uniti may cancel Your Service, without liability to Uniti, on the following basis:

- a) By giving 30 days notice where no contract term applies to Your Service;
- b) By giving 30 Days notice to You after the Term of Your Service expires or within the 30 days preceding the termination date of the Term of Your Service;
- c) Immediately, if You act in a manner toward Uniti's staff, which is threatening, harassing, inappropriate or which otherwise presents a risk to personal safety or property;
- d) Immediately, if Uniti determine that it may not be feasible to supply Your Service to You, for technical, operational or commercial reasons, which Uniti will determine in Uniti's absolute and unfettered discretion.



### 13.3 Suspension & Cancellation of Your Service by Uniti

- a) Uniti may suspend or cancel Your Service, without liability to Uniti, for reasons caused by You, including the following:
  - i) You fail to pay the invoice for Your Services by the date due for payment, after, which Uniti have given You 14 days notice of Your failure to pay. (This does not apply if the invoice payment amount is validly disputed according to Uniti's Billing Policy and until the dispute and investigations can be completed under Uniti's Billing Policy.)
  - ii) You have engaged in conduct contrary to Uniti's Fair Use Policy;
  - iii) You are determined by Uniti, acting reasonably, to be an unacceptably high credit risk;
  - iv) You leave Your premises;
  - v) You have breached the CSA, and have not remedied Your breach within 30 days of Uniti giving You notice of the breach and a requirement to remedy the breach;
  - vi) Fraud or illegal conduct has or may have occurred, as a consequence of actions taken by You or anyone else in relation to Your Service, as reasonably suspected by Uniti;
  - vii) A threat or risk to the quality or security of Your Service or the Uniti network has occurred, that Uniti reasonably suspect is linked to or caused by You, Your employees, contractors or someone who You have given permission or implied permission to use Your Service;
  - viii) Your Service is being on-sold by You to a third party, or You are acting as a telecommunications carrier or service provider;
  - ix) You or a party or corporate entity related to You, is effected by insolvency and Uniti determines, acting reasonably, that that insolvency is a risk to Your ability to pay for Your Service;
  - x) Your business ceases operation or changes the way it is operated and Uniti determines, acting reasonably, that that change is a risk to Your ability to pay for Your Service.
- b) Uniti may suspend or cancel Your Service, without liability to Uniti, for reasons not caused by You including:
  - i) Uniti are required to suspend Your Service by law or by order of police, emergency services or any other authorised agency;
  - ii) Uniti are issued with a competition notice in relation to Your Service (refer to the Competition and Consumer Act 2010) by the ACCC;
  - iii) It becomes or will become illegal to supply You with Your Service;
  - iv) A threat or risk to the quality or security of Your Service or Uniti network occurs;
  - v) An emergency situation arises;
  - vi) A supplier ceases to supply Uniti services under their agreement with Uniti and Uniti cannot find an alternative and so is unable to continue providing Your Service.

### 13.4 Action following Suspension

- a) Following suspension Uniti may cancel Your Service at a later date for any of the above reasons. Uniti 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.
- b) 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.
- c) 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.
- d) If at the time of the cancellation You have a credit outstanding on Your account, subject to Uniti's Billing Policy, You will receive Your credit to a listed credit card, provided that Uniti 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 Uniti reserve the right to charge a handling fee.
- e) Upon cancellation, Uniti must immediately be able to access the premise to remove our Equipment, as soon as Uniti are able.
- f) All applicable terms and conditions of the CSA will continue to apply after cancellation.

## 14. Fees on Relocation & Cancellation

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### 14.1 Relocation of equipment

- (a) At any time during the Term Uniti may require that Uniti's equipment must be relocated for technical reasons, to another place on Your property.
- (b) You must, if Uniti request that You do so, provide permission for Uniti relocate the equipment, and Uniti will not charge any fee for that relocation work.

- (c) Where those changes are required for technical reasons Uniti will pay the costs that Uniti has incurred.
- (d) Where those changes are required for aesthetic reasons the You must pay the costs that Uniti has incurred.
- (e) The relocation work will be charged at \$80/hour or part thereof plus GST.

#### 14.2 Contract Sign Up Process – the things You have agreed to

- (a) As part of Your Application for Services You have agreed to comply with Uniti's terms and conditions for installations, including the following:
  - i) You have been shown a photograph of a mast and antennae – as below – and You have given permission for Uniti to install a similar mast and antennae on the roof of Your Premises.



- ii) You have given permission for Uniti to place a mast and antennae on the roof, and to run cabling to a termination point within, Your Premises.
- iii) You have given permission for Uniti to place a mast and antennae on Your roof in a location where Uniti's field staff and engineers determine is the place best for a signal to be achieved.
- iv) You have agreed that the location of the termination point may need to change from Your desired location.
- v) You have agreed and acknowledged that if You cancel Your installation on the day, due to the visual impact of the chosen position of the mast, or due to the final location of the termination point, then Uniti will charge You the full costs incurred in the cancellation of Your installation.

#### 14.3 Fees if You do not attend Your Premises at the time scheduled

- (a) After Uniti has accepted Your Application for Services, Uniti will schedule a time for Uniti's installers or contractors to attend Your Premises to install equipment necessary to provide You with Your Services.
- (b) If, on the day and time scheduled for Uniti's installers or contractors to attend Your Premises to install equipment, You are not in attendance and Uniti or Uniti's contractors cannot contact You and Uniti's installers or contractors cannot proceed with the installation, then Uniti will incur costs of: staff scheduling the installation and staff conducting field work to attend at Your residence or business.
- (c) If You have agreed to proceed with an installation of Uniti's equipment, but You have then been unavailable, so that the installation cannot proceed at the scheduled time and is delayed, then Uniti will charge You the full costs incurred in the delayed installation. At present those costs are **\$200 per residential** installation and **\$220 per business** installation.
- (d) If You decide to not proceed with an installation, then You acknowledge and agree that Uniti will charge You, and You will be obliged to pay, these costs of delay.

#### 14.4 Fees for Cancellation of Your Service - prior to installation – Costs Thrown Away

- (a) If Uniti's installers or contractors arrive at Your Premises and You then decide that You don't want to go ahead with the installation, whether that is because You withdraw Your permission to have a mast and antennae installed on the roof at Your Premises, or You disagree with the location of the mast or the termination point at Your Premises, or for any other reason, then Uniti will incur costs of: staff administering the sale, staff scheduling the installation, staff conducting field work to attend at Your residence or business, use of consumables, tying up materials allocated for Your installation, and forgoing the opportunity to proceed with a successful installation for a customer who does want our service.
- (b) If You have agreed to proceed with an installation of Uniti's equipment and have then changed Your mind and decided that You don't want to proceed, then Uniti will charge You the full costs of the cancelled installation. At present those costs are **\$520 per residential** installation and **\$560 per business** installation.
- (c) If You decide to not proceed with an installation, then You acknowledge and agree that Uniti will charge You, and You will be obliged to pay, these costs thrown away.

#### **14.5 Fees for Cancellation of Your Service - during the Term of the contract for Your Service**

- (a) If You cancel Your Services prior to the end of the Term of the contract or Your Services, or in the event that You breach the contract for Your Services, Uniti will be entitled to recover those costs in a Cancellation Fee.
- (b) In the event of cancellation Uniti must recover a substantial part of those costs actually incurred by Uniti. 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.
- (c) Cancellation Fees decrease over time during the period remaining on the contract for Your Services.
- (d) If You cancel Your Service and You are on a Monthly contract, then You will not be required to pay a Cancellation Fee.
- (e) If You cancel Your Service and You are on a 12, 24 or 36 month contract, before the end of the term of the contract for Your Service, then You will incur a Cancellation Fee of \$35 per each full month remaining on the contract for Your Service.

#### **14.6 Fees for Cancellation of Your Service – If You move house or office**

For the avoidance of doubt, the Cancellation Fees described above, apply if Your reason for cancelling Your Service is that You are moving house or office, even if Uniti is not able to provide You with a service at your new house or office. So, please, prior to entering into this Customer Service Agreement, consider the period of time that You will be residing at Your Premises, and if You may be moving prior to the end of the Term of the contract for Your Services, then please, either sign up for a Term of shorter duration or sign up for a month to month service, which aligns with Your plans for how long You may remain at Your Premises.

## **15. Uniti Wireless & Fixed Line broadband Internet network**

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### **15.1 Uniti's – Broadband Internet Network**

- a) Uniti does not operate or provide services in the same way as a water or electricity or other utility delivery service, by a single pathway to a single residence or business. Uniti operates a broadband internet network by both wireless and fixed line that enables Uniti to deliver Super-Fast broadband internet services to residential and business customers. Uniti operates a network of connections in the same manner as the internet.
- b) The more connections that are created and are operating in the Uniti Network, the stronger, more consistent, more resilient, and more protected against redundancy, the Uniti Network will be, and the Uniti Network is able to provide strong and consistent Super-Fast wireless broadband internet services. For example, in the Uniti Network with strong connections, if a customer's connection to the south is disconnected, services can still be provided by the connections to the network to the north, east and west.
- c) So, when installing a connection to a customer's residence or business, Uniti may determine it necessary to be able to connect that site to other residents or businesses in the area through a number of connections. You agree to enable Uniti to connect Your Premises to other sites in the Uniti wireless network through a number of connections.
- d) For the avoidance of doubt, connection into Uniti's wireless broadband Internet Network through a number of connections will be by equipment, attached to Uniti's mast at Your Premises. The services provided by the Uniti Network will be separate from Your Service, and as such the Uniti Network does not impact on the bandwidth or performance of the Customer's connection.

## **16. Privacy**

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### **16.1 Privacy Policy**

- a) This Privacy Policy applies to personal information that is collected by or on behalf of Uniti (collectively 'we', 'us' or 'our') in relation to the provision of Uniti's broadband Internet system ('the System').
- b) Uniti are committed to meeting the standards set out in the Privacy Act 1988 (Commonwealth) and the National Privacy Principles which together govern the collection, maintenance, use and disclosure of certain personal information.
- c) Uniti collect true, accurate and current information concerning the User (the person who will be using the System) ('the Registration Data') to enable the System to operate effectively.
- d) Uniti also collect and use personal information about the User for related purposes including account management and marketing.
- e) The Registration Data includes the following personal information of the User (First name, Last name, Street address, Your mobile number, The MAC address of Your device, The IP address of Your device, Email address, Password of Your choice).
- f) Uniti collect the Registration Data from You at the time of online registration for the System, whether through our website or by any other means.

- g) Uniti do not use or disclose the Registration Data for any purpose other than the primary purpose of providing the System to Users unless a secondary purpose is directly related to the primary purpose or Uniti have obtained the prior consent of the User concerned.
- h) In addition to the primary purpose which is the effective provision of the System Uniti may obtain Your consent to disclose some parts of the Registration Data to other parties. If we have received Your consent we may disclose some personal information from the Registration Data to related companies, our agents, dealers, contractors and suppliers and to other commercial entities with which we have contractual arrangements in relation to the provision of the System.
- i) We may also disclose the Registration Data to unrelated third parties (for example, our professional advisers and government authorities or agencies) where that disclosure is reasonably required to obtain advice, prepare legal proceedings, investigate suspected improper conduct or wrongdoing, to assist a lawful authority in the discharge of its duties and/or by law.
- j) You may withdraw Your consent to the disclosure of Your personal information to third parties at any time by sending an email that includes Your login email and password to [removeme@unitiwireless.com](mailto:removeme@unitiwireless.com).
- k) We take reasonable precautions to ensure that the Registration Data is protected from misuse, loss and unauthorised access, modification or disclosure. However, we cannot guarantee that data transmitted over our WiFi network or the internet is totally secure.
- l) We impose strict requirements of security and confidentiality on all third parties as to how they handle the Registration Data. Notwithstanding this, we cannot be held responsible for any misuse or unauthorised disclosure of Your personal information by these third parties.
- m) Uniti take reasonable steps to destroy or de-identify the Registration Data once we no longer require it.
- n) For further information on our Privacy Policy please visit [www.unitiwireless.com/legal](http://www.unitiwireless.com/legal) or call us on 1300 847 201.

## 16.2 Integrated Public Number Database Privacy Policy

- a) The Integrated Public Number Database (IPND) is a collection of information – including telephone numbers, names and addresses - about all telephone services in Australia. Information about every phone service in Australia (fixed, mobile, and others) is stored in the IPND. Uniti must as a mandatory requirement of holding a licence to act as a Carrier of telecommunications services under the Telecommunications Act 1997 (Cth) provide accurate data to the IPND. Access to the information contained in the IPND is regulated strictly by legislation including the Privacy Act 1988 (Cth). Further information about the IPND is provided – <https://support.unitiwireless.com/hc/en-us/articles/360042440614-Integrated-Public-Number-Database-IPND>
- b) IPND data is used for the following:
  - i) Emergency Services (for example, when you dial 000);
  - ii) Directory Publishers for public and not for unlisted numbers;
  - iii) Location Dependent Services such as law enforcement agencies.
- c) The IPND stores the following information:
  - i) Your name;
  - ii) Your telephone number;
  - iii) Your address.
  - iv) Your nominated preference for a publicly listed, suppressed or unlisted telephone number
- d) You expressly acknowledge and agree that:
  - i) Uniti will provide to the IPND information about You as Uniti is required to do so by any government regulatory authority;
  - ii) You will, in order to ensure that the data provided to the IPND about You is correct, regularly ensure that the information You have provided to Uniti about You is correct, and where necessary You will update that information.

## 17. Service Level Agreement – Residential, Business, Enterprise

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### 17.1 Service Level Agreement – Application

- a) Uniti's Service Level Agreement – CSA, which is described in this clause below, will, unless You and Uniti have separately entered into a Service Level Agreement – Enterprise, apply as terms and conditions of this CSA. If You and Uniti have separately entered into a Service Level Agreement – Enterprise then the terms and conditions of that Service Level Agreement – Enterprise apply to the extent of any inconsistency with this Service Level Agreement - CSA.

### 17.2 Service Level Agreement - CSA

- a) This Uniti's Service Level Agreement – CSA describes how Uniti will provide additional services to customers under some Residential and Business plans and under all Enterprise plans.
- b) Uniti provide an SLA Service which includes a dedicated fast-track through Uniti's helpdesk and customer service (phone: 1300 847 201 - email: [prioritysupport@unitiwireless.com](mailto:prioritysupport@unitiwireless.com)) and minimum response times,



for all Enterprise services, and for all Business and Residential plans where customers opt to pay an additional fee for the SLA service, to deal with a fault or a fluctuation in service speeds occurs, that is dramatic and is not an isolated event.

- c) Uniti's response will include an investigation will review the connection of the Uniti Network to Your Services, but only up to the wall plate, which is where Uniti's services terminate. Past the point of the termination, (the router and the internal network configuration), are Your responsibility. In the event of an issue with connection past the wall plate into Your area of responsibility Uniti may endeavour to assist with resolving connection issues, but Uniti is not responsible or liable if Uniti is unable to resolve the issue.

### 17.3 Service Level Agreement - response

- (a) For SLA Services Uniti will, in the event of a fault or ongoing fluctuation, use its best endeavours, to:
  - (i) **Acknowledge or advise fault on service** - within 2 business hours from the time of the fault or disruption being reported, provide a response which describes and explains the fault or disruption, and describes the steps taken to repair and restore the service; and
  - (ii) **Provide updates on fault** - if You request Uniti CSO to do so, every 4 business hours from the time of the fault or disruption being reported, provide updates to SLA service customers on the progress of efforts to restore Your Service; and
  - (iii) **Restore service after fault resolved** - restore Your Service to service speeds quoted:
    - (A) for faults requiring desk-top analysis and solution Within 1 business day from the time of the fault or disruption being reported;
    - (B) for faults requiring 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 be eligible for a credit pro rata in accordance with the applicable rates for Your Service.

### 17.4 Services Level Agreement – Expected Service level

Uniti guarantees that Your Service will be available 99% of the time. This means that, for example, if Your service is unavailable due to a fault for a period greater than 3.65 days per year, Uniti may, if requested by You to do so, apply a credit pro rata in accordance with the applicable rates for Your Service.

## 18. Maintenance & Quality of Your Service

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### 18.1 Uniti provider of Services

Uniti is the supplier of Your Service.

### 18.2 Services provided by Uniti

- a) Uniti do endeavour to provide a strong, consistent broadband Internet network and service. However, Uniti cannot, and do not, undertake, represent or promise to You that Your Service will be without occasional fault, error, limitation, fluctuation or outage.
- b) In the event of any occasional fault, error, limitation, fluctuation or outage Uniti will do all that it can to identify the cause and to rectify any errors with Uniti's network or equipment and to restore Your Service to normal operation. If Uniti cannot, or cannot in a timely manner, resolve the fault, error, limitation, fluctuation or outage, then Uniti will not be liable to You for any loss, damage or inconvenience.
- c) To ensure the Uniti network and Your Service functions at optimum quality levels, Uniti will from time to time conduct maintenance, testing, updates, replacement or repair to the network, Uniti's equipment installed at Your Premise. You acknowledge and agree that this work may cause temporary disruption to Your Service and that Uniti 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, Uniti may not always be able to do so.
- d) 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 Uniti's faults team attend Your Premises for a fault report submitted by You; and Uniti's reasonable opinion no fault is identified or the fault is determined to be caused by Your equipment or a negligent or intentional act by You, then Uniti can charge You a No-Fault Fee of \$150.00 plus GST.

### 18.3 Uniti provides Your Services only to the wall-plate and not beyond the wall-plate if You are using Your own equipment

- a) Uniti will supply Your Service to You, but Uniti provide Your Service to You - only up to the wall-plate located within Your Premises.
- b) If You purchase, or otherwise obtain, from Uniti, equipment necessary to provide Your Services, (such as a router or other device), then Uniti will have already configured that equipment and Uniti staff and



contractors will have sufficient technical and operational knowledge of the equipment to provide support if necessary.

- c) However, if You have used Your own equipment, (such as a router or other device), to connect to Your Service, then Uniti cannot, and do not, undertake, represent or promise to You, that:
  - i) Your Service will be provided beyond the wall-plate; or
  - ii) Your Service will be provided all the way to Your computer or mobile device, and
  - iii) Uniti can provide support for Your Service beyond the wall-plate, and all the way to Your computer or mobile device.
- d) If you choose to use Your own equipment to connect to Your Service such as a router sourced from a third party, or which you otherwise provide yourself, and which has not been provided to You by Uniti, then:
  - i) Uniti cannot control, and may not have any technical or operational knowledge of, that equipment;
  - ii) if You request Uniti to assist with the set-up and/or configuration of Your equipment, then the Uniti Customer Service Team will endeavour to provide you with assistance, but Uniti may be unable to provide you with any assistance to set up or configure that equipment;
  - iii) if You request Uniti to assist with the operation of Your equipment, then the Uniti Customer Service Team will endeavour to provide you with assistance, but Uniti may be unable to provide you with any assistance to support that equipment;
  - iv) Uniti cannot guarantee that any such equipment will be sufficient, at all or consistently over time, to support Your Service and Uniti cannot provide any undertaking to be of any assistance.

## **19. Data Retention, Service Monitoring & Testing**

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You acknowledge and agree expressly that:

- a) Uniti is under obligations, including pursuant to Uniti's licence as a Carrier under the Telecommunications Act 1997 (Cth), and at the direction of law enforcement agencies pursuant to various Commonwealth and State or Territory laws, to retain data, and Uniti may be required to provide data to law enforcement agencies, relating to Your Service, Your connection, Your equipment and the IP address allocated to and used at Your Service;
- b) Uniti may also at times, for purposes including security, penetrating testing and preparing for broader compliance obligations, conduct activities such as: scan, test, access and conduct work on Your network connection, equipment or IP address range allocated to Your service;
- c) Uniti may, from time to time, in order to maintain Uniti's compliance with any relevant law or regulation, and to comply with any request by any appropriately authorised law enforcement agency or other relevant authority, report on service usage in relation to Your Service (as permitted under law). Please note that this clause is included to inform You about the types of reporting activity that Uniti is obliged under law to engage in. Please note also that Uniti will not be reviewing the substance of Your communications or use of the Internet. But please do note that Uniti can be directed under law to provide information about Your Service to law enforcement agencies, and disclosure may take place on that basis.

## **20. Uniti's Liabilities**

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### **20.1 Consumer Guarantees**

- a) Uniti agree to install equipment at Your Premises and to provide Your Service to You subject only to the terms, conditions and warranties contained in the Customer Service Agreement and any non-excludable rights You have under the Australian Consumer Law, including in particular under any applicable Consumer Guarantees.
- b) Any liability that Uniti might otherwise have to You in connection with our CSA or Service is expressly excluded.

### **20.2 Limited warranty of quality of installation of equipment at Your Premises**

- a) Uniti warrant that any work conducted at Your Premises:
  - i) will be carried out or will be provided (as the case may be), with due care and skill, and
  - ii) will, for a period of 12 months after the work is conducted, be free from defects and otherwise fit for purpose described in the CSA, in the CIS for Your Service, and otherwise in Uniti's Installation, Relocation and Cancellation Policy.

### **20.3 Limitation of liability - under the Australian Consumer Law**

- a) Where Uniti are not permitted to exclude liability for any loss or damage in connection with a breach of the Australian Consumer Law or a Consumer Guarantee, but are permitted to limit liability for such a breach, then, unless You are able to establish that it is not fair and reasonable for Uniti to do so, Uniti's liability to You:

- i) if the breach relates to the supply of equipment, the installation of equipment, the repair or replacement of equipment, is limited to the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
- ii) if the breach relates to the supply of Your Service, is limited to resupplying Your Service or payment of the cost of having Your Service resupplied by another provider.
- b) The limitations of liability in the previous clause do not apply to:
  - i) 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;
  - ii) personal injury (including illness and disability) or death; or (d) the loss, destruction or damage to, or loss of use of tangible property.
- c) If You purchase Goods as a Consumer as defined in the Australian Consumer Law then the following terms also apply:
- d) Uniti's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled to:
  - i) To cancel Your Service contract with Uniti; and
  - ii) To cancel Your Service contract with Uniti; and
- e) You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- f) In order for a Customer to claim a guarantee under the Australian Consumer Law in relation to goods or services supplied by Uniti, the defect must occur within the period of 12 months from the date of purchase of the goods or provision of the services.
- g) In order for You to claim a guarantee under the Australian Consumer Law You must immediately stop using the good and notify Uniti of the defect.
- h) In order for You to claim a guarantee under the Australian Consumer Law in relation to goods or services supplied by Uniti, You must comply with the following procedure – contact Uniti Customer Service at 1300 847 201 or by email at [www.unitiwireless.com/contact](http://www.unitiwireless.com/contact)
- i) In order for You to claim a guarantee under the Australian Consumer Law in relation to goods or services supplied by Uniti, You must bear the costs of returning any goods to Uniti. If the defect is demonstrated to Uniti's not unreasonable satisfaction, then Uniti will reimburse You for the reasonable costs of returning the goods to Uniti.
- j) If You have benefits of a guarantee under the Australian Consumer Law, then that benefit is in addition to any other rights or remedies which You may also have at law.

#### **20.4 Limitation of liability - generally**

- a) Where Uniti are permitted to exclude and or limit liability for any loss or damage in connection with a breach of the Australian Consumer Law or a Consumer Guarantee, or a breach of this Customer Service Agreement, or a breach of any other law, then notwithstanding any other provision in this Customer Service Agreement to the contrary, Uniti's aggregate liability, arising out of or in connection with Uniti's performance or non-performance under the CSA, whether under the law of contract, tort (including negligence), statute, equity or otherwise, shall be limited to the extent permissible by law to 5 times the monthly fee payable by You under this CSA or \$1,000.00 whichever is the lesser sum.

#### **20.5 Interruption to Your Service**

- a) In the case of Interruptions to Your Service, Uniti may offer You a refund or rebate for the period of the Interruption if a rebate/refund formula for Interruptions is specified in Your Service Description for Your Service.
- b) 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.
- c) Any refund or rebate does not apply to Interruptions, which occur because of:
  - i) a cancellation, suspension or restriction to the supply of Your Service in any of the circumstances listed above
  - ii) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;
  - iii) Your acts or omissions; or
  - iv) scheduled maintenance of Uniti's network, the Equipment or Your Equipment.

#### **20.6 Exclusion of liability**

- a) Except for liability which is expressly accepted by Uniti under this clause, and any liability Uniti have under the Australian Consumer Law (including the Consumer Guarantees) that cannot be excluded, Uniti exclude all other liability to You (whether based in contract, tort (including negligence), statute or otherwise) for:

- i) suspending, cancelling or suspending Your Service where Uniti do so in accordance with our CSA;
- ii) any act or omission of Uniti or Uniti's contractors in relation to providing Your Service;
- iii) any act or omission of Uniti or Uniti's contractors in to installing equipment at Your Premises.

## 20.7 Contributory Liability

Uniti's liability for any loss, cost, liability or damage suffered or incurred by You under or in connection with our CSA or Your Service (whether based in contract, tort (including negligence), statute or otherwise) shall be 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.

## 20.8 Consequential Loss

Uniti exclude any liability to You for any indirect, consequential or special damage of 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.

## 20.9 Acts of a supplier

Subject to the other clauses under this heading:

- a) The Australian Consumer Law (including the Consumer Guarantees) imposes obligations on Uniti that cannot be excluded, including obligations that arise as a result of the acts or omissions of Suppliers.
- b) Uniti accept liability to You for the negligent or wilfully wrongful acts or omissions of Uniti's staff, contractors or agents, in accordance with the principles of vicarious liability at common law.
- c) Other than as expressly stated, Uniti have no liability to You or to any other person for the acts, omissions or defaults of any Supplier who is not acting as Uniti's agent, or any person who provides goods or services directly to You for use in connection with Your Service.

## 20.10 Force Majeure

- a) Subject to Your rights under the Australian Consumer Law, which Uniti do not exclude, Uniti shall not be liable for failing to comply with any of our obligations under this CSA if a Force Majeure Event occurs which prevents Uniti from performing those obligations.
- b) Force Majeure Event means any event outside of Uniti's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, damage or severing of cables or other infrastructure, fire, storm, flood, wind, earthquake, accident, war, labour dispute, 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).

# 21. Your Liabilities

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## 21.1 You must be You

You must ensure that any person who You allow to use Your Service, or to whom You ask Uniti to supply Your Service directly, complies with this CSA as if they were You.

## 21.2 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.

## 21.3 Indemnity

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

- a) the use (or attempted use) of Your Service;
- b) recovery of any fees due and outstanding in relation to Your Service;
- c) equipment used in connection with Your Service, arising out of Your (or any person acting with Your express or implied authority) breach of this CSA or negligent acts or omissions.

## 21.4 Consequential Loss

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, loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages;
- b) any penalties or fines imposed by a Regulatory Authority;
- c) You must pay Uniti for any Losses Uniti 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 Uniti as a result of a claim against Uniti by any third Party that relates to our suspension or cancellation of Your Service.

## 22. Intellectual Property

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### 22.1 Intellectual Property

- a) Uniti and the Uniti logo are our trademarks. All contents of Your Service other than information You submit, post or display are copyright to Uniti.
- b) You agree that in using Your 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.

## 23. Public Addressing Identifiers

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- a) 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.
- b) You also acknowledge that Uniti do not control IP Addresses allocation, are not liable to You if the regulatory body requires that Uniti change, withdraw, suspend or reallocate any IP Addresses. Upon cancellation of Your Service Your rights to use allocate IP Addresses will stop.

## 24. General & Administrative Provisions

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### 24.1 No interference

- a) You shall not, and You shall not permit any other Party to interfere, disrupt, damage or cause nuisance to Uniti's equipment, or otherwise obstruct, impede or interrupt Uniti's wireless network or service, at any time.
- b) In the event that Uniti informs You that You or someone else on Your property is interfering, or may interfere, disrupt, damage or cause nuisance to Uniti's equipment or Uniti's wireless network or service, then You must take all reasonable steps to ensure that such interference, disruption, damage or nuisance caused is not caused, or if caused, ceases.

### 24.2 Assignment, novation or transfer

- (a) You must not assign or sub-Licence Your interest in this CSA without Uniti's prior written consent (which Uniti may withhold in Uniti's absolute discretion).
- (b) Uniti may assign, novate or transfer its rights and or obligations pursuant to this CSA by providing written notice to You of such assignment, novation or transfer.

### 24.3 No Implied Terms

- (a) This CSA supersedes any prior agreements, undertakings or representations between Uniti and You.
- (b) This CSA constitutes the whole agreement between Uniti and You about the matters it deals with, in particular Your Service.
- (c) Terms which are implied by mandatory operation of law are not excluded and are included in this CSA.

### 24.4 Notice

- (a) Notice shall be effective if the notice is in writing and is delivered to the other party.
- (b) Notice can be delivered to a party:
  - (i) Personally;
  - (ii) By registered post to the party's last known place of business or residence or registered office. Notice by post is deemed to be received at the time at which the letter would be delivered in the ordinary course of post;
  - (iii) By email transmission to the party's last known email address. Notice by email is deemed to be received when the sending computer confirms that the email containing the notice has been received.
  - (iv) As otherwise permitted by law.
- (c) In the event that You are constituted by more than one party, then a notice delivered to one is effective notice to all.

### 24.5 Governing Law and Jurisdiction

- (a) The laws applicable in South Australia and the Commonwealth of Australia govern this CSA.
- (b) Subject to the Telecommunications Act 1997 (Cth) and any ancillary legislation, which is not excluded, each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction in South Australia in connection with matters concerning this CSA or the transactions contemplated by it.

### 24.6 Severability

- (a) Any provision of this CSA that is determined by a tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective in respect of that jurisdiction to the extent of the prohibition or unenforceability.
- (b) A finding that any provision is prohibited, unenforceable and that the provision is ineffective in any jurisdiction, shall not invalidate nor affect the enforceability of the other provisions of this CSA.

**END OF TERMS AND CONDITIONS OF UNITI CUSTOMER SERVICE AGREEMENT**