



UNITI 30 DAY PERFORMANCE GUARANTEE

Terms & Conditions

The following terms and conditions apply to Uniti's 30 Day Performance Guarantee:

Uniti's 30 Day Performance Guarantee offers the following: where any new customer of Uniti who applies for a new service, or any existing customer of Uniti who applies to renew their service, or who applies for a new service at an additional site, then Uniti will guarantee that the new service applied for will perform as advertised, for 30 days from the date of installation. If the new service does not perform as advertised for the 30 days from the date of installation, then Uniti will:

1. reduce the service plan for the customer's service to a plan within the performance levels available, and
2. Uniti will not charge the customer any service fee for the 30 day period; and
3. Uniti will continue to charge the customer for ongoing service under the revised plan.

Terms and Conditions of Uniti's 30 Day Performance Guarantee

By participating in Uniti's 30 Day Performance Guarantee:

1. you agree to be bound by our usual Terms and Conditions of Use, and
2. you also agree to be bound by the following Terms and Conditions of Uniti's 30 Day Performance Guarantee.

Who can apply for Uniti's 30 Day Performance Guarantee?

Uniti's 30 Day Performance Guarantee applies to for the benefit of any new customer to Uniti, and to any existing customer of Uniti who applies to renew their service for an additional period, or who applies for a new plan at additional site.

What Internet services are available on Uniti's 30 Day Performance Guarantee

Uniti's 30 Day Performance Guarantee applies to all of Uniti's plans for residential and business Internet services.

What is on offer with Uniti's 30 Day Performance Guarantee?

Under Uniti's 30 Day Performance Guarantee, Uniti will install and activate a plan for Internet services for any business or residential customer, and if the Internet services provided to that customer on that service, do not, for the first 30 Days, perform as advertised, then Uniti will:

1. reduce the service plan for the customer's service to a plan within the performance levels available, and
2. Uniti will not charge the customer any service fee for the 30 day period; and



3. Uniti will continue to charge the customer for ongoing service under the revised plan.

What does "30 Days" mean?

"30 Days" means a period of thirty (30) consecutive calendar days, commencing at the beginning of the day on which the customer completes their online sign up and contract, (day 1), and ends at close of business on the day which is 30 consecutive calendar days (day 30) after the day 1 - e.g. if the customer signs up online on 1 May, then 1 May is day 1, and the period of 30 days closes at close of business on May 30.

What does "as advertised" mean?

"as advertised" means the description placed by Uniti on Uniti's website <https://www.unitiwireless.com/support-guide/plan-speeds/> which describes the performance to be expected from Uniti's Internet services, by reference to objective and measurable criteria including: speed, volume, data limit and consistency of signal.

What does "does not perform as advertised" mean?

"does not perform as advertised" means that an Internet service provided to a customer, which commenced under this 30 Day Performance Guarantee, has significant, consistent and sustained performance issues, and which Uniti are unable to rectify within a reasonable period of time (but not exceeding three business days) after the issue has been brought to the attention of Uniti's Customer Service Department - e.g. dramatic and continual fluctuations in connection, resulting in failure of connection, but not minor fluctuations in signal.

What does "does not perform as advertised" not mean

"does not perform as advertised" does not mean that:

1. the Internet service provided to a customer, which commenced under this 30 Day Performance Guarantee, fails to meet levels of performance, by reference to objective and measurable criteria including: speed, volume, data limit and consistency of signal, but such failure is in only minor, occasional and/or peripheral to service delivery, or
2. the Internet service provided to a customer, which commenced under this 30 Day Performance Guarantee, fails to meet levels of performance, by reference to objective and measurable criteria including: speed, volume, data limit and consistency of signal, which is remedied by Uniti within a reasonable period of time (but not exceeding three business days) after the issue has been brought to the attention of Uniti's Customer Service Department.

What happens if the Internet service does not perform as advertised within the 30 Days?

In the event that:



1. a customer has signed up for a residential or business Internet service; and
2. the Internet service does not perform as advertised; then
3. Uniti will:
 - a. reduce the service plan for the customer's service to a plan within the performance levels available, and
 - b. Uniti will not charge the customer any service fee for the 30 day period; and
 - c. Uniti will continue to charge the customer for ongoing service under the revised plan.

Whose responsibility is it to demonstrate that the Internet service does not perform as advertised? The customer, and not Uniti, is responsible for demonstrating, to Uniti's not unreasonable satisfaction, that an Internet service which commenced under this 30 Day Performance Guarantee does not perform as advertised.

What if a performance issue is caused by the customer or by circumstances beyond Uniti's control? In the event that Uniti's Internet service does not perform as advertised, but the failure to perform as advertised is due to a circumstance caused by the customer or by events beyond Uniti's reasonable control, then Uniti may either:

1. If the service cannot be made to perform as advertised - Cancel and terminate the service, and recover from the customer the costs of installation and the costs of to deliver the Internet service to that customer; or
2. If the service can be made to perform as advertised - continue to provide the service, at the same or at reduced plan speeds, and recover from the customer the costs of installation and the costs of to deliver the Internet service to that customer.

Security for equipment

All customers signing up for Uniti's 30 Day Performance Guarantee will be required to submit payment card details as part of the process, to allow automatic payments to be made. If, within the first 30 days, the Internet services do not perform as advertised, then you will not be charged an activation fee. If, within the first 30 days, the Internet services do perform as advertised, then you will be charged an installation fee and the first month service charge and going forward you will be charged the usual rates and fees for Uniti's Internet services applicable to the residential or business Internet service plan you've signed up for.

Terms may change

Uniti may change these Terms of Uniti's 30 Day Performance Guarantee at any time. Changes to the Terms of Uniti's 30 Day Performance Guarantee will be announced and current versions of Uniti's Terms and Conditions of Use will be available at any time on Uniti's web page.



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One at a time, people

A customer may use this Uniti's 30 Day Performance Guarantee as many times as you like, but Uniti will provide only one Uniti's 30 Day Performance Guarantee to any single residence or business.

Regions

Uniti's 30 Day Performance Guarantee may not be available to customers in all regions.