

# Customer Service Agreement

## 1. Introduction – This is how it works

- A FuzeNet Pty Ltd (ABN 71 154 074 218) (**FuzeNet**) is an operator of a broadband Internet network and is licensed as a Carrier under the Telecommunications Act 1997 (Cth). FuzeNet is a supplier of: broadband Internet services, telephony services to enable fixed line calls to local, national and international numbers and to mobile phones, and reception of free to air television.
- B You, by submitting Your Application for Services, to FuzeNet, have applied to FuzeNet for FuzeNet to provide You with Your Service at Your Premises.
- C Telecommunications legislation allows FuzeNet to set out standard customer terms in a Standard Form of Agreement. This Customer Service Agreement, together with the other documents listed below, form FuzeNet's Standard Form of Agreement:
1. Your Application for Services; and
  2. FuzeNet's Customer Service Agreement; and
  3. FuzeNet's Service Description – for Your Service; and
  4. FuzeNet's Service Level Agreement – for Your Service (if applicable); and
  5. FuzeNet's Critical Information Summary – for Your Service; and
  6. The terms and conditions of any applicable promotion offered by FuzeNet; and
  7. FuzeNet's Fair Use Policy; and
  8. FuzeNet's Billing Policy; and
  9. FuzeNet's Financial Hardship Policy; and
  10. FuzeNet's Complaint Handling Policy & Procedure, (together FuzeNet's "Customer Service Agreement")
- D FuzeNet's Customer Service Agreement sets out the terms and conditions of FuzeNet's Customer Service Agreement as it applies to Your Service. Unless You and FuzeNet have agreed differently, both You and FuzeNet must comply with the terms and conditions of this Customer Service Agreement.
- E The terms and conditions of FuzeNet's Customer Service Agreement impose rights, duties, obligations and benefits, and bind both You and FuzeNet in relation to Your Service. Before You click to agree to accept the terms and conditions of FuzeNet's Customer Service Agreement You should read and ensure that You understand the Customer Service Agreement.
- F FuzeNet 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 FuzeNet and customers including You. FuzeNet 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 alternation made by FuzeNet to the terms and conditions of the Customer Service Agreement.
- G Submission of Your Application for Services to FuzeNet constitutes Your electronic signature and confirms that You agree to the terms and conditions, including those as altered by FuzeNet from time to time. By agreeing to this Customer Service Agreement, You request that FuzeNet provide Your Service, and You agree to be bound FuzeNet's 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 FuzeNet.

**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 FuzeNet's Standard Form of Agreement:

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

(together FuzeNet's "Customer Service Agreement" or "CSA" or "this Agreement")

**FuzeNet** means FuzeNet Pty Ltd (ABN 71 154 074 218) 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.

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

**FuzeNet's Complaint Handling Policy** means the policy prepared and presented by FuzeNet which describes how FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal)

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

**FuzeNet's Fair Use Policy** means the policy prepared and presented by FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal)

**FuzeNet's Financial Hardship Policy** means the policy prepared and presented by FuzeNet which describes how FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal)

**FuzeNet's Service Level Agreement – SLA Policy** means the policy prepared and presented by FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal)

**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, telephony services and free to air television services, from those available online at [www.FuzeNet.com.au/plans/](http://www.FuzeNet.com.au/plans/), which is relevant to Your Service.

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

**Telephony** means electronic transmission of voice over fixed line from Your Premises to local, national, international and mobile telephone services.

**You** or **Your** means the customer who has submitted an Application for Services which has been accepted by FuzeNet, 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 FuzeNet is the location to which You wish FuzeNet to provide Your Service.

**Your Service** means the broadband Internet service, telephony services to enable fixed line calls to local, national and international numbers and to mobile phones, and reception of free to air television service, as defined in the relevant Service Description, which are available online at [www.FuzeNet.com.au/plans/](http://www.FuzeNet.com.au/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 any 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

---

### 3.1 You may make an Application for Services

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

### 3.2 Your age

- a) To make an Application for Services for any of FuzeNet's residential, business or enterprise Super-Fast fixed line broadband Internet services, You must be **at least 18 years of age**.
- b) If You are **between 16-18 years of age** FuzeNet 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 Unit 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 FuzeNet 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 FuzeNet'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 FuzeNet, by mail or email to FuzeNet, or
- c) **Over the telephone** – by requesting over the telephone, that a FuzeNet Customer Service Officer complete a written Application for Service for You, which FuzeNet'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 FuzeNet in Your Application for Services will be captured by FuzeNet, that these details will be the basis of Your Service that FuzeNet 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 FuzeNet that:

- a) You have 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 FuzeNet 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 FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal) or submitted in writing by post or email to [support@FuzeNet.com.au](mailto:support@FuzeNet.com.au)
- b) You may also assign a **Contact Person** who has Your permission to communicate with FuzeNet about Your Service but does not have rights as an Authorised Person to exercise actions on Your behalf under our CSA.

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

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

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

### 3.8 Date of commencement of Services

If FuzeNet accepts Your Application for Services, then the Term of this CSA and the contract for 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, if You send Your Application in by post, or
- c) The date that You complete Your Application for Services if You do that working with FuzeNet's Customer Service Officer.

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

- a) Submission of Your Application for Services to FuzeNet constitutes Your electronic signature and confirms that You agree to the terms and conditions, including those as altered by FuzeNet from time to time. By agreeing to this Customer Service Agreement You request that FuzeNet provide Your Service, and You agree to be bound by FuzeNet's Customer Service Agreement.
- b) Once FuzeNet accepts Your Application for Services FuzeNet's Customer Service Agreement is formed between You and FuzeNet. 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

---

### 4.1 CSA – terms and conditions

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

### 4.2 CSA – component parts

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

- a) Your Application for Service; and
- b) FuzeNet's Customer Services Agreement; and

- c) FuzeNet's Service Description – for Your Service; and
- d) FuzeNet's Service Level Agreement – for Your Service (if applicable); and
- e) FuzeNet's Critical Information Summary (CIS) for Your Service; and
- f) The terms and conditions of any applicable FuzeNet promotion; and
- g) FuzeNet's Billing Policy; and
- h) FuzeNet's Financial Hardship Policy; and
- i) FuzeNet's Complaint Handling Process.  
(together FuzeNet's "Customer Service Agreement")

#### 4.3 CSA – CIS – If any inconsistency

If there is any inconsistency between the terms of the CSA and any CIS, then the terms of the CIS will prevail to the extent of the inconsistency.

#### 4.4 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

---

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

- a) FuzeNet 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) FuzeNet 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 FuzeNet's fixed broadband Internet network;
  - iv) to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between FuzeNet and customers including You;
  - v) A general increase in fees for Your Service or an increase in fees for ancillary services, provided that FuzeNet 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 FuzeNet 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 FuzeNet 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 FuzeNet will advise You expressly that alterations have been made, and FuzeNet 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 FuzeNet'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 FuzeNet 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, FuzeNet are not required to, and FuzeNet may not, advise You expressly that alterations have been made to the CSA.
- d) If FuzeNet 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 FuzeNet will make the alteration and FuzeNet do not need to advise You, prior to the alteration being made or taking effect, of the alteration. FuzeNet 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) FuzeNet'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 FuzeNet will provide You with the services described in that plan during the period of the plan, and after the duration of the plan expires, FuzeNet may choose to continue to provide You with the same Service, even if our current plans

are different, or FuzeNet 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/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 alternation made by FuzeNet to the terms and conditions of the Customer Service Agreement.

## **6. Ownership of Equipment & Connection to the FuzeNet network**

---

### **6.1 Essential infrastructure and equipment**

- a) You are responsible for providing the essential infrastructure and equipment within Your Premises necessary to support Your connection to the FuzeNet network.
- b) This may include lead-in pipe for fibre connection, cabling within Your Premises and a power supply/power point.
- c) If You are not able to provide this essential infrastructure and equipment then FuzeNet are able to provide the essential infrastructure and equipment, but FuzeNet will be required to pass on to You the costs of those infrastructure and equipment being provided, and FuzeNet will endeavour to discuss the costs with You prior to any provisioning work being conducted, but in any event, You agree to pay those costs.

### **6.2 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.

### **6.3 Purchase of equipment from FuzeNet**

- a) You may purchase equipment, for example modems, from FuzeNet as part of the service.
- b) FuzeNet does not retain ownership of any equipment that You purchase from FuzeNet as part of Your Service.
- c) If You purchase incorrect equipment from FuzeNet, 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 FuzeNet.

### **6.4 New Development Charge**

- a) Where a property that is not already connected to a broadband Internet network, is being connected to a broadband Internet network for the first time, some providers of fibre optic cable based broadband Internet services will impose a new development charge for that first connection.
- b) If Your Premises is not already connected to FuzeNet's broadband Internet network then a new development charge may be imposed by the network provider. FuzeNet may not be notified of this until the time of activation of Your Service.
- c) FuzeNet will be required to pass that new development charge on to You. FuzeNet will endeavour to discuss the costs with You prior to any provisioning work being conducted. But in any event, You agree to pay that new development charge.

## **7. Internet and Television Services**

---

### **7.1 Internet Services**

- a) Internet services include high-speed access to FuzeNet's broadband network and the broader Internet, the ability to send and receive email, a user name email address, additional email addresses, web space, helpdesk services and other applications and features as set out in your CIS or the description of Your Service.
- b) From time to time, the actual throughput speeds achieved with Your Service for Internet Services may be lower than the speeds specified for Your Internet Service Plan.
- c) If You select no contract when applying for FuzeNet services, You will be able to downgrade Your plan at a cost of \$49 per downgrade.
- d) If You select a contract term (12 or 18 months) when applying for FuzeNet services, You will be able to downgrade Your plan; however this will involve payment of a downgrade fee. This fee is calculated by multiplying the difference between Your original plan and the downgraded plan by the amount of months remaining on Your contract. For example, if You chose to downgrade Your plan from \$89.95 a month to

\$69.95 with 8 months of your contract remaining, the You would be charged a downgrade fee of \$160.00 (\$20.00 x 8).

- e) If You are on a 12 or 18 month contract, then You can change Your plan at no extra charge. Your contract will restart from the date You requested the upgrade.

## **7.2 IP Addresses**

- a) FuzeNet may provide You with A dynamic or static IP address as part of Your Service as described in the CIS or plan description for Your Service.
- b) Any IP Address(es) remain the property of FuzeNet, and an IP address is provided as part of Your Service, then You are renting the IP address(es) during the period of their FuzeNet Service and no other right or title to the IP address will pass to You.
- c) On termination of Your FuzeNet Service, any IP Address(es) which You have rented from FuzeNet, will be returned to FuzeNet.

## **7.3 Television Services**

- a) FuzeNet Television Services include the re-transmission of Free-To-Air channels. This service is dependent on third party providers and as such FuzeNet does not guarantee the continuity of service or the content provided. If You request that FuzeNet provide a technician to fix issues that You are having with Your TV services, FuzeNet may charge You with a Callout fee. You agree to pay any such fee.

# **8. Fixed Line Telephony Services**

---

## **8.1 Telephony Services**

- a) If requested by You in Your Application for Services, and if available to Your Premises, FuzeNet can provide fixed line Telephony Services, which include the facility to make or receive a telephone call over the broadband Internet network.

## **8.2 Additional Features**

- a) Additional features of Telephony Services may include:
  - i) Calling number display;
  - ii) Calling number display block
  - iii) Voicemail
  - iv) Caller ID
  - v) Call waiting
  - vi) Selective call divert
  - vii) Selective call acceptance and rejection
  - viii) Call divert
  - ix) Itemised local calls
  - x) Three way calling
  - xi) Conference calling

## **8.3 Telephone numbers**

- a) A FuzeNet Telephony Service will include at least one phone number.
- b) Each FuzeNet Telephony Service phone number will be submitted to the Integrated Public Number Database and may be included in directories such as the White Pages.
- c) FuzeNet Telephony Services do not include hardware such as a telephone handset.
- d) The ability to transfer or port telephone numbers to and from FuzeNet is dependent upon a number of factors, some of which are outside of the control of FuzeNet. As such FuzeNet does not guarantee that telephone numbers can be transferred / ported from or to other providers.

# **9. Customer Service Guarantee Waiver**

---

## **9.1 Customer Service Guarantee**

- a) The Customer Service Guarantee is contained in Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and the Telecommunications (Customer Service Guarantee) Standard 2011 (Cth) (Customer Service Guarantee) and provides safeguards for customers of fixed-line telephone service customers.

- b) The Customer Service Guarantee covers the supply of standard fixed-line telephone services. The Customer Service Guarantee also covers certain special call-handling features, when activated by a telephone company, including call waiting, call forwarding, call barring, calling number display and calling number display blocking. The Customer Service Guarantee does not apply to mobile telephone services (which are not provided by FuzeNet) or to internet services (which are provided by FuzeNet).
- c) If a telephone company offers these services in an area, then that company must meet maximum time frames applying to that area for standard telephone services in:
  - i) connecting a service;
  - ii) repairing a fault or service difficulty; and
  - iii) attending appointments with customers.
- d) ACMA requires that FuzeNet provide information to You about the Customer Service Guarantee and the consequences of waiving Customer Service Guarantee rights and protections.
- e) The Australian Communications and Media Authority (ACMA) administers the Customer Service Guarantee. A fact sheet outlining the requirements for telephone service providers seeking a waiver is available on the ACMA website - <https://www.acma.gov.au/-/media/Networks/Fact-sheet/Word-Document/Customer-Service-Guarantee-Standard.doc>
- f) Further information regarding the Customer Service Guarantee, particularly the timeframes and compensation for phone services under the Customer Service Guarantee is available at the ACMA website - <https://www.acma.gov.au/>

## **9.2 Customer Service Guarantee does not apply in some circumstances**

- a) In some situations, FuzeNet will be exempted from complying with the Customer Service Guarantee. These include:
  - i) Where non-compliance or delays are due to circumstances outside of FuzeNet's control;
  - ii) Where You have agreed to waive the protections and rights under the Customer Service Guarantee;
  - iii) Where an enhanced call handling feature is not available;
  - iv) Where it is necessary for FuzeNet to withdraw Your Service in order to maintain or upgrade a facility or network and FuzeNet has given You reasonable notice of any disruption to Your Service as a result of that maintenance or upgrade work;
  - v) If You fail to keep an appointment with FuzeNet or a FuzeNet contractor without giving us at least 24 hours notice; or
  - vi) Where FuzeNet require that You cooperate with FuzeNet or provide FuzeNet with access to Your Premises and You have not cooperated or denied FuzeNet access to Your Premises.

## **9.3 ACMA allows waiver of Customer Service Guarantee**

- a) Part 5 of the Customer Service Guarantee Standard enables customers to waive, either in writing or orally, part or all of their rights and protections under the Customer Service Guarantee.
- b) The waiver provisions are intended to allow customers to take advantage of—and to encourage providers to offer—services that may not be offered if CSG protections applied.

## **9.4 Your waiver of the Customer Service Guarantee**

- a) FuzeNet's phone services enable You to make and receive voice calls via the internet network connected to Your Premises. If FuzeNet provides You with phone services then the Customer Service Guarantee applies to that aspect Your Service.
- b) FuzeNet proposes that You waive your protections and rights in full for Your Services which are to be provided to you by FuzeNet.
- c) The protections and rights set out in the Customer Service Guarantee which Uniti propose that You waive include:
  - i) Damages for breach of performance standards, as per s116 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);
  - ii) Time for payment of damages for breach of performance standards, as per s117A of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);

- iii) A right of contribution, as per s118A of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth);
  - iv) Guaranteed maximum connection periods, as per the Customer Service Guarantee;
  - v) Guaranteed maximum rectification periods, as per the Customer Service Guarantee;
  - vi) Information to be given to customers, as per the Customer Service Guarantee;
  - vii) Making and changing appointments, as per the Customer Service Guarantee.
- d) The waiver You make will take effect 7 days from the date You submit Your Application for Services. If You notify FuzeNet, within that period of 7 days, of Your intention to withdraw Your waiver, then Your consent to the waiver of Your protections and rights will be withdrawn and not be effective. In that case FuzeNet may withdraw our consent to provide Your Services to You.
  - e) After waiving these protections and rights You will not be able to later claim compensation from FuzeNet for failure to provide these protections or rights.
  - f) You acknowledge and agree that You are not obliged to waive Your protections or rights under the Customer Service Guarantee, however You acknowledge that if You do not agree to waive Your protections and rights under the Customer Service Guarantee, then FuzeNet may refuse to provide Your Service to You.
  - g) You agree, as a condition of applying for Your Service, to waive Your protections and rights under the Customer Service Guarantee. You also agree that, unless You notify FuzeNet, within 7 days from the date of Your Application for Services, that You withdraw Your consent to the waiver of Your protections and rights, then Your waiver of Your protections and rights is not withdrawn.

## 10. Invoicing for Your Service

---

### 10.1 Invoicing and Payment for Your Service – FuzeNet’s Billing Policy

- a) All upfront costs and monthly charges for Your Service are detailed on FuzeNet’s website at [www.FuzeNet.com.au/plans](http://www.FuzeNet.com.au/plans), in the CIS for Your Service, and / 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 FuzeNet’s Billing Policy, and You agree to comply with that Billing Policy.
- c) You represent and warrant to FuzeNet that You have read, understood and will comply with FuzeNet’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 FuzeNet 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 FuzeNet 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 FuzeNet a fee, then FuzeNet 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 FuzeNet will charge You a fee. You agree to pay that fee.
- h) Any costs FuzeNet 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 FuzeNet 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 FuzeNet. Any value added taxes relevant to Your Service will also be charged to You.

### 10.2 Costs in relation to equipment

If FuzeNet 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 FuzeNet’s equipment, or because Your equipment has failed due to Your own act or omission, then FuzeNet 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

FuzeNet 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**

---

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

- a) FuzeNet's Fair Use Policy:
  - i) imposes rules to ensure that all of FuzeNet's customers access and use FuzeNet's broadband Internet services in ways which are not 'unreasonable' or 'unacceptable';
  - ii) explains how unlimited plans work; and
  - iii) sets out FuzeNet'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 FuzeNet that You have read, understood and will comply with FuzeNet's Fair Use Policy.
- c) You acknowledge and agree expressly that at all times You will use Your Service in compliance with FuzeNet's Fair Use Policy.
- d) You acknowledge and agree expressly that if FuzeNet, acting reasonably, determine that You have used Your Service in a manner which is not in compliance with FuzeNet's Fair Use Policy, then FuzeNet 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 FuzeNet may cancel Your Service.

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

- a) FuzeNet's Residential Plans are intended only for personal use in a residential environment, FuzeNet'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 FuzeNet's broadband Internet services in a manner which is unreasonable or unacceptable. The terms unreasonable and unacceptable are defined in FuzeNet's Fair Use Policy.

### **11.4 Unlimited data**

- a) FuzeNet offers plans for broadband Internet services that provide unlimited data. FuzeNet intend that unlimited data plans will allow customers to operate their FuzeNet 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 FuzeNet 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 FuzeNet consider that You are consuming huge volumes of data, FuzeNet may make inquiries about the reason why that may be happening. Where FuzeNet determines that You are abusing Your Service, FuzeNet may impose limits on Your Service or, more likely, FuzeNet 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 FuzeNet 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 FuzeNet'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

FuzeNet want the broadband Internet services that FuzeNet provide to help make the world a better place, not a worse place. FuzeNet respect the agency of individuals, the rights of minorities and of people who might be a bit different, FuzeNet think women and men and gender-non-specific are all entitled to equal treatment, to access to opportunities and to safety, FuzeNet think that people with different levels of ability are entitled to an even chance, and FuzeNet think its ok to be LGBTQ. FuzeNet 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 FuzeNet Internet service contrary to these obligations, and if the person being bullied or harassed presents FuzeNet with material, that FuzeNet reasonably determine has substance, – for example an Intervention Order – then FuzeNet 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 FuzeNet Internet service, in a way which FuzeNet determines, is or might be, maliciously spreading hate, racism, discrimination, inciting violence, or to spread lies or disinformation – then FuzeNet 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 FuzeNet does take action to restrict activity that is in breach of FuzeNet's Fair Use Policy, first – You have been advised of the requirement to comply with FuzeNet's Fair Use Policy, and second You will not hold FuzeNet liable for any loss or damage which may follow as a consequence, and FuzeNet may use this as a bar to any proceeding You may commence against FuzeNet.
- e) So, please, don't be a hater, please try and be kind, and FuzeNet won't have to implement these rules, and we'll all get along fine. But if You do hate, FuzeNet may take action to stop the hate. Here endeth the lesson.

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

- a) If You use Your Service and/or FuzeNet's broadband Internet services outside of criteria and limitations set for use, or in contravention of FuzeNet's Fair use Policy, then FuzeNet will:
  - i) first - contact You and seek an explanation for the activity; and if that explanation is acceptable to FuzeNet, FuzeNet will allow the service to continue, but FuzeNet will continue to monitor Your use of Your Service; and
  - ii) second - in the event that the explanation is not acceptable to FuzeNet, or in the event of multiple occurrences, which FuzeNet find unsatisfactory, FuzeNet 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

---

### 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 FuzeNet 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 FuzeNet will apply in accordance with the plans advertised at [www.FuzeNet.com.au/plans](http://www.FuzeNet.com.au/plans) and FuzeNet's Billing Policy.

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

- a) FuzeNet may alter Your Service without notice to You, where that will not have a detrimental effect on You or on Your Service.

- b) FuzeNet may alter Your Service, where that will have a detrimental effect on You or Your Service only if:
  - i) FuzeNet provide You with at least one month notice in writing of the proposed alteration; 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 FuzeNet – for technical reasons**

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

- a) FuzeNet 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 FuzeNet 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 mean 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**

---

### **13.1 Cancellation by You**

You may cancel Your Service, without liability to You, by giving FuzeNet 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 FuzeNet have breached the CSA and cannot remedy the breach within a reasonable time, but no longer than 30 days of You giving FuzeNet 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 FuzeNet**

FuzeNet may cancel Your Service, without liability to FuzeNet, 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 FuzeNet's staff, which is threatening, harassing, inappropriate or which otherwise presents a risk to personal safety or property;
- d) Immediately, if FuzeNet determine that it may not be feasible to supply Your Service to You, for technical, operational or commercial reasons, which FuzeNet will determine in FuzeNet's absolute and unfettered discretion.

### **13.3 Suspension & Cancellation of Your Service by FuzeNet**

- a) FuzeNet may suspend or cancel Your Service, without liability to FuzeNet, 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 FuzeNet 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 FuzeNet's Billing Policy and until the dispute and investigations can be completed under FuzeNet's Billing Policy.)
  - ii) You have engaged in conduct contrary to FuzeNet's Fair Use Policy;
  - iii) You are determined by FuzeNet, 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 FuzeNet 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 FuzeNet;
  - vii) A threat or risk to the quality or security of Your Service or the FuzeNet network has occurred, that FuzeNet 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 FuzeNet 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 FuzeNet determines, acting reasonably, that that change is a risk to Your ability to pay for Your Service.
- b) FuzeNet may suspend or cancel Your Service, without liability to FuzeNet, for reasons not caused by You including:
- i) FuzeNet are required to suspend Your Service by law or by order of police, emergency services or any other authorised agency;
  - ii) FuzeNet 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 FuzeNet network occurs;
  - v) An emergency situation arises;
  - vi) A supplier ceases to supply FuzeNet services under their agreement with FuzeNet and FuzeNet cannot find an alternative and so is unable to continue providing Your Service.

#### **13.4 Action following Suspension**

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

## **14. Term**

---

### **14.1 Term**

If the contract for Your Service is for a Term of a set or certain minimum period then the details of that Term will be set out in the CIS applicable to Your Service.

## **15. Fees on Cancellation**

---

### **15.1 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, then FuzeNet will recover costs incurred in provisioning Your Service in a Cancellation Fee.
- (b) Cancellation Fees decrease over time during the period remaining on the contract for Your Services.
- (c) If You cancel Your Service and You are on a Monthly contract, then You will not be required to pay a Cancellation Fee.
- (d) 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.

## 15.2 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 FuzeNet 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.

## 15.3 Cancellation Fee if You change to another 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, and You then undertake a new and different contract for Services with FuzeNet, which is for a longer duration than the Term of Your original contract for Services and at a higher specification for Services, then FuzeNet may not seek to recover costs incurred in provisioning Your original Service by imposing a Cancellation Fee.

# 16. Privacy

---

## 16.1 Privacy Policy

- a) This Privacy Policy applies to personal information that is collected by or on behalf of FuzeNet (collectively 'we', 'us' or 'our') in relation to the provision of the FuzeNet broadband Internet system ('the System').
- b) FuzeNet 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) FuzeNet 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) FuzeNet 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) FuzeNet 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) FuzeNet 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 FuzeNet have obtained the prior consent of the User concerned.
- h) In addition to the primary purpose which is the effective provision of the System FuzeNet 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@FuzeNet.com.au](mailto:removeme@FuzeNet.com.au)
- 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) We 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.FuzeNet.com.au/legal](http://www.FuzeNet.com.au/legal) or call us on 1300 881 917.

# 17. Maintenance & Quality of Your Service

---

## 17.1 FuzeNet provider of Services

FuzeNet is the supplier of Your Service.

## 17.2 Services provided by FuzeNet

- a) FuzeNet do endeavour to provide a strong, consistent broadband Internet network and service. However, FuzeNet 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 FuzeNet will do all that it can to identify the cause and to rectify any errors with FuzeNet's network or equipment and to restore Your Service to normal operation. If FuzeNet cannot, or cannot in a timely manner, resolve the fault, error, limitation, fluctuation or outage, then FuzeNet will not be liable to You for any loss, damage or inconvenience.
- c) To ensure the FuzeNet network and Your Service functions at optimum quality levels, FuzeNet will from time to time conduct maintenance, testing, updates, replacement or repair to the network, FuzeNet's equipment installed at Your Premise. You acknowledge and agree that this work may cause temporary disruption to Your Service and that FuzeNet 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, FuzeNet 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 FuzeNet's faults team attend Your Premises for a fault report submitted by You; and FuzeNet'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 FuzeNet can charge You a No-Fault Fee of \$150.00 plus GST.

### **17.3 FuzeNet provides Your Services only to the network termination device and not beyond the network termination device, especially if You are using Your own equipment**

- a) FuzeNet will supply Your Service to You, but FuzeNet provide Your Service to You - only up to the network termination device located within Your Premises.
- b) If You purchase, or otherwise obtain, from FuzeNet, equipment necessary to provide Your Services, (such as a router or other device), then FuzeNet will have already configured that equipment and FuzeNet 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 FuzeNet cannot, and do not, undertake, represent or promise to You, that:
  - i) Your Service will be provided beyond the network termination device; or
  - ii) Your Service will be provided all the way to Your computer or mobile device, and
  - iii) FuzeNet can provide support for Your Service beyond the network termination device, 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 FuzeNet, then:
  - i) FuzeNet cannot control, and may not have any technical or operational knowledge of, that equipment;
  - ii) if You request FuzeNet to assist with the set-up and/or configuration of Your equipment, then the FuzeNet Customer Service Team will endeavour to provide you with assistance, but FuzeNet may be unable to provide you with any assistance to set up or configure that equipment;
  - iii) if You request FuzeNet to assist with the operation of Your equipment, then the FuzeNet Customer Service Team will endeavour to provide you with assistance, but FuzeNet may be unable to provide you with any assistance to support that equipment;
  - iv) FuzeNet cannot guarantee that any such equipment will be sufficient, at all or consistently over time, to support Your Service and FuzeNet cannot provide any undertaking to be of any assistance.

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

---

You acknowledge and agree expressly that:

- a) FuzeNet is under obligations, including pursuant to FuzeNet'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 if FuzeNet are 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) FuzeNet 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) FuzeNet may, from time to time, in order to maintain FuzeNet'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 FuzeNet is obliged under law to engage in. Please note also that FuzeNet will not be reviewing the substance of Your

communications or use of the Internet. But please do note that FuzeNet can be directed under law to provide information about Your Service to law enforcement agencies.

## **19. FuzeNet's Liabilities**

---

### **19.1 Consumer Guarantees**

- a) FuzeNet 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 FuzeNet might otherwise have to You in connection with our CSA or Service is expressly excluded.

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

- a) FuzeNet 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 FuzeNet's Installation, Relocation and Cancellation Policy.

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

- a) Where FuzeNet 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 FuzeNet to do so, FuzeNet'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.

### **19.4 Limitation of liability - generally**

- a) Where FuzeNet 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, FuzeNet's aggregate liability, arising out of or in connection with FuzeNet'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.

### **19.5 Interruption to Your Service**

- a) In the case of Interruptions to Your Service, FuzeNet 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 FuzeNet's network, the Equipment or Your Equipment.

### **19.6 Exclusion of liability**

- a) Except for liability which is expressly accepted by FuzeNet under this clause, and any liability FuzeNet have under the Australian Consumer Law (including the Consumer Guarantees) that cannot be excluded, FuzeNet 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 FuzeNet do so in accordance with our CSA;
- ii) any act or omission of FuzeNet or FuzeNet's contractors in relation to providing Your Service;
- iii) any act or omission of FuzeNet or FuzeNet's contractors in to installing equipment at Your Premises.

#### **19.7 Contributory Liability**

FuzeNet'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.

#### **19.8 Consequential Loss**

FuzeNet 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.

#### **19.9 Acts of a supplier**

Subject to the other clauses under this heading:

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

#### **19.10 Force Majeure**

- a) Subject to Your rights under the Australian Consumer Law, which FuzeNet do not exclude, FuzeNet shall not be liable for failing to comply with any of our obligations under this CSA if a Force Majeure Event occurs which prevents FuzeNet from performing those obligations.
- b) Force Majeure Event means any event outside of FuzeNet'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).

## **20. Your Liabilities**

---

#### **20.1 You must be You**

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

#### **20.2 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.

#### **20.3 Indemnity**

You must pay FuzeNet for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) (Losses) FuzeNet 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.

#### **20.4 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 FuzeNet for any Losses FuzeNet 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 FuzeNet as a result of a claim against FuzeNet by any third Party that relates to our suspension or cancellation of Your Service.

## **21. Intellectual Property**

---

### **21.1 Intellectual Property**

- a) FuzeNet and the FuzeNet logo are our trademarks. All contents of Your Service other than information You submit, post or display are copyright to FuzeNet Pty Ltd.
- 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.

## **22. Public Addressing Identifiers**

---

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

## **23. General & Administrative Provisions**

---

### **23.1 No interference**

- a) You shall not, and You shall not permit any other Party to interfere, disrupt, damage or cause nuisance to FuzeNet's equipment, or otherwise obstruct, impede or interrupt FuzeNet's network or service, at any time.
- b) In the event that FuzeNet informs You that You or someone else on Your property is interfering, or may interfere, disrupt, damage or cause nuisance to FuzeNet's equipment or FuzeNet's 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.

### **23.2 Assignment, novation or transfer**

- a) You must not assign or sub-Licence Your interest in this CSA without FuzeNet's prior written consent (which FuzeNet may withhold in FuzeNet's absolute discretion).
- b) FuzeNet 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.

### **23.3 No Implied Terms**

- a) This CSA supersedes any prior agreements, undertakings or representations between FuzeNet and You.
- b) This CSA constitutes the whole agreement between FuzeNet 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.

### **23.4 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.

### **1.2 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.

### **1.3 Resolution of disputes**

- a) FuzeNet's Complaint Handling Process forms part of the terms and conditions of this CSA.
- b) If You wish to raise any complaint with FuzeNet, then You will raise the complaint with FuzeNet in accordance with FuzeNet's Complaint Handling Process.
- c) Any complaint, and any dispute arising from any complaint, will be conducted in accordance with FuzeNet's Complaint Handling Process.

### **1.4 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 FUZENET CUSTOMER SERVICE AGREEMENT**