

# STANDARD TERMS AND CONDITIONS



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## 1. DESCRIPTION OF SERVICE

### 1.1

FuzeNet supplies telecommunications for:

- a. Local, national and international long distance and fixed line to mobile phone
- b. Internet services
- c. Security services
- d. Re-transmission of Free to Air television

### 1.2

Services are supplied on the terms of this Standard Form of Agreement (SFOA), each relevant Critical Information Summary (CIS), the terms of the particular plans and terms of any offers undertaken.

### 1.3

If anything in this SFOA is inconsistent with something in a particular section of one or more CIS, then the information found in the CIS overrides that which is found in the SFOA.

## 2. WHERE WE PROVIDE SERVICES

### 2.1

Supplying FuzeNet services may be restricted on the basis of:

- a. Particular terms for that plan or service
- b. Eligibility
- c. Geographical availability

### 2.2

We reserve the right to not supply FuzeNet services based on these limitations and/or at our own discretion.

### 2.3

We require, as a condition of supplying FuzeNet services, that the Customer waives his/her protections and rights under the Customer Service Guarantee when applying for the FuzeNet service.

## 3. CONNECTION AND PROVISION OF SERVICES

A. Western Australia

### 3A.1

"Connection" refers to enabling the provision of FuzeNet Services on our systems.

### 3A.2

Connection does not include:

- a. Wiring within the premises

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## 3A.3

In some instances you may be responsible for certain infrastructure to enable the provisioning of FuzeNet services, including but not limited to:

- a. Lead-in pipe for fibre connection
- b. Cabling within premises
- c. Power supply (power point)

## 3A.4

This infrastructure is your responsibility and failure to provision any and all required infrastructure may result in FuzeNet services not being provided.

## 3A.5

Where FuzeNet provides connection services, such as lead-in pipe installation, these services may be chargeable.

## 3A.6

If a router is ordered, you will be charged \$99 (unless stated otherwise) plus a \$19.95 Postage and Handling fee.

B. Connection Fees (all states)

## 3B.1

A new development charge of \$300 may be applicable to your account if your property is not already connected to our network provider. FuzeNet may be notified of these charges at the time of activation of services, which will be passed on to you at cost. Failure to pay these charges will result in your service being suspended or cancelled.

## 4. MINIMUM PERIOD/CONTRACT TERM

### 4.1

If the service is intended to last for a minimum period/contract term, details will be set out in the CIS or application form.

### 4.2

The minimum period/contract term will start from the date we provide the service to you (unless otherwise stated).

### 4.3

If you request termination prior to the agreed end date, you will be charged a termination fee which will be calculated by multiplying the remaining months of the minimum period/contract term by the monthly service fee. This fee will apply if service is cancelled due to circumstances reasonably attributable to the customer (if you change your location, churn your services to another provider etc.)

### 4.4

If you relocate to a new area in which your current plan cannot be supported, this will necessitate a transfer of your services to a viable alternative. In the event that you refuse this transfer and instead request cancellation, you will in turn be required to pay a termination fee.

### 4.5

A fee may be charged for any and all amounts outstanding on any FuzeNet equipment.

### 4.6

FuzeNet reserves the right to charge ALL termination fees, including, but not limited to, any remaining portion of the minimum period to your nominated credit card or direct debit account on receipt of notice to terminate.

### 4.7

Changing to another FuzeNet plan does not reduce the minimum period or terminate the original service or result in a reduction of charges payable by you.

### 4.8

New plan subscription and/or usage charges will apply from the date of the change.

## 5. CHARGES AND PAYMENT

5.1

Charges for services are listed in the CIS and plan description and are subject to change without prior notice.

5.2

You agree to pay all charges for the equipment and the service, including any charges for late payment, whether you use the service or someone else does.

5.3

The method of payment will be as nominated by you when requesting FuzeNet services or as otherwise agreed upon between you and FuzeNet.

5.4

Your first invoice will be sent one week after activation. This will include: connection fees if applicable, 1 month in advance, set up fees and 1 day pro rata. Each invoice after your first will just be charges for the month in advance. You agree to pay any and all charges within 30 days of the issuance of a bill or as per the payment terms agreed upon for the provision of the service, whichever comes first.

5.5

If we do not receive payments within the stipulated time we may add a late payment charge of \$5.50 to your next bill as compensation for breaking the terms of this SFOA.

5.6

If payments from credit card, direct debit or cheque are returned to us because you do not have enough funds in the account we may add a fee by way of compensation.

5.7

Accepted credit cards include Visa and MasterCard.

5.8

You are required to inform us two weeks prior to credit card expiration or closure of a bank account. You are further required to provide us with current payment details.

5.9

The default billing distribution method is email. Customers requiring hardcopy bills will be charged a fee of \$2.00 per month.

5.10

FuzeNet reserves the right to check your details with credit reporting agencies.

5.11

FuzeNet reserves the right to request a deposit or payment upfront prior to receipt of goods or provision of FuzeNet Services.

5.12

If you wish to dispute the correctness of charges in a particular bill, you must do so within 12 months of the bill in question. This does not affect any of your legal rights concerning incorrect charges.

5.13

All payment plans are set to cover the cost of the invoice amount, plus more to reduce the overdue amount within a reasonable timeframe. If a customer fails to keep with the agreed payment plan they will receive an overdue notice and follow the suspension/termination/debt collection procedure.

## 6. SUSPENSION AND TERMINATION OF SERVICES

6.1

Failure to pay any amounts by the due date on the bill and/or disconnection notice may result in limitation, suspension or termination of FuzeNet services from the date stated in the service disconnection notice.

6.2

If your services have been suspended due to non-payment, you should be aware that ongoing and additional charges will still apply throughout the suspension period.

6.3

You may be required to pay a reconnection charge before we agree to reconnect the FuzeNet service if it has been suspended or terminated due to your breach of this SFOA.

6.4

We reserve the right to end FuzeNet services by giving you 28 days written notice.

6.5

If we terminate your FuzeNet service we will pay back to you any money owed relating to that service having retained any money owed by you to us in relation to that service or any other FuzeNet service.

6.6

We require a 30 day notice for all cancellation requests. This applies to all customers, whether they are on a 12 month, 18 month or month to month plan. In order to complete the cancellation request please contact our disconnection team on 1300 881 917

## 7. USE OF SERVICES

7.1

You must not use a FuzeNet Service to commit an offence or allow anybody else to do so.

7.2

You agree to follow any reasonable instructions that we may give you.

7.3

You agree to provide us with safe access to your premises, upon notification, if needed.

7.4

You agree to get any and all permission required from any other party if we need to cross their land or put our equipment on their premises for the purposes of your FuzeNet Services.

7.5

You are responsible for any and all FuzeNet equipment located on your premises, or used for the purpose of your FuzeNet Services.

7.6

If there is damage to any FuzeNet equipment you agree to pay for it to be replaced or repaired.

7.7

You, and on behalf of anybody else using the FuzeNet Service, agree to the provision of FuzeNet Services in accordance with our Acceptable Usage Policy. We reserve the right to amend our Acceptable Usage Policy without prior notice.

7.8

If we reasonably believe you have misused the FuzeNet Service, we may take immediate action to suspend your service or terminate the FuzeNet Service without notice, even if you are not aware of the misuse.

7.9

You agree that the Internet is not a secure and confidential method of communication and your use of the Internet to send and receive data is at your own risk.

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## 8. OUR LIABILITY

8.1

Where we are permitted to limit our liability, our liability for breach of a term, condition or warranty implied into our SFOA by law will be limited (at our option) to, in the case of goods:

- a. Repairing the goods
  - b. Replacing the goods or supplying equivalent goods; or
  - c. Paying you the cost of that repair, replacement or equivalent supply
- and in the case of services:
- d. Resupplying the services to you

8.2

The limitation and exclusion above does not apply to goods and services which are of a kind which are ordinarily acquired for personal, domestic or household use, or if it would be unconscionable or not fair and not reasonable for us to limit our liability. In addition, we offer service credits in accordance with clause 13.

8.3

We exclude all terms, conditions and warranties that would otherwise be implied into this SFOA, except to the extent that such exclusion is prohibited by law.

8.4

You acknowledge that your Internet service, including content that you transmit or receive, may be operated or supplied by third parties who are not controlled or authorized by us.

8.5

Subject to clause 13, you acknowledge that we cannot guarantee your FuzeNet service will be uninterrupted or error free.

8.6

You acknowledge that we cannot guarantee a time-frame for the restoration of your FuzeNet Service in the event of interruption or error.

8.7

We are not liable for any loss or damage (including personal or business loss, loss of revenue, loss of profit or loss of data) you may suffer as a result of non-availability of or your use of any FuzeNet Service including, but not limited to, the use of the Internet to send or receive data which may contain viruses or other harmful software.

## 9. CHANGING THIS SFOA

9.1

When changes are made to this SFOA, details of these changes will be published on our website.

9.2

We will personally inform you about any and all price increases or changes to this SFOA that we believe are likely to cause you material disadvantage at least one month prior to implementation.

9.3

We will let you know about any other price changes with your next available bill or an alternative method.

9.4

For changes made to meet legal and regulatory requirements, we may not be able to inform you a month prior to implementation but we will endeavour to inform you as soon as we can.

## 10. Dispute Resolution

10.1

We will try to work through any disputes that you may have with us.

10.2

If we cannot resolve any disputes, you may refer the matter to the Telecommunications Industry Ombudsman (TIO) or other bodies.

## 11. TRANSFER AND SUCCESSION

### 11.1

FuzeNet may transfer the provision of services to another entity. In the event of a transfer of services you will be given notice one month prior to implementation.

### 11.2

You accept that FuzeNet's provision of the service is personal to you and you agree not to transfer it to anyone else, or try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission.

## 12. CONTACT

### 12.1

When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number as provided.

### 12.2

If you need to contact us please use the address on your last bill, e-mail address or phone number we have provided you.

## 13. QUALITY OF SERVICE AND FAULT RECTIFICATION

### 13.1

We aim to provide a continuous, high-quality service. If something goes wrong, we will work on any problem that is reported to us in line with the level of repair service that you have chosen.

### 13.2

If we conclude that a reported fault cannot be attributed to our infrastructure, a minimum incorrect call out fee of \$149 applies; this may increase depending on how long the technician is at your property.

### 13.3

In the event that a technician attends a site and has to spend over 1 hour at that site, \$50 will be charged for the additional hour.

### 13.4

If a router stops working within the warranty period (1 year), it will be replaced by FuzeNet; we may request that you return it for inspection by the supplier.

### 13.5

If a router stops working outside of the warranty period (1 year), FuzeNet will offer a new router for \$99 + postage and handling charges.

### 13.6

You acknowledge that not all levels of repair service may be available with your service.

### 13.7

We reserve the right to perform maintenance work from time to time, which may temporarily interrupt your access to the service. Where possible this work will be undertaken during non-peak times.

### 13.8

No FuzeNet service (including any Internet service) is guaranteed to meet a certain speed or bandwidth. The Internet speed or bandwidth provided to you may be affected by local network congestion or outside factors.

### 13.9

FuzeNet does not offer a service credit or any other compensation for any speed or bandwidth related matter.

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13.10

Email services provided by FuzeNet are a free service. FuzeNet does not offer a service credit or any other compensation for any non-availability of/or fault in an email service.

13.11

If a FuzeNet Internet and/or Voice service is not available for a period of time then a service credit can be requested. The service credit is calculated by dividing the monthly service fee for the particular service by the days in the month that the particular service was not available, and then multiplying this amount by the time the particular service was not available.

Service Credit Example

- Internet service not available in January for (2) two days.
- Monthly service fee is \$79.95
- \$79.95 divided by 31 days = \$2.58
- 2 days Internet service not available multiplied by \$2.58 = \$5.16 service credit

## 14. FIXED LINE TELEPHONY SERVICES

14.1

Fixed line telephone services include the facility to make or receive a phone call.

14.2

Additional features may be included as part of a Plan or chargeable separately.

14.3

Additional features include:

- a. Calling number display
- b. Calling number display block
- c. Voicemail
- d. Caller ID
- e. Call waiting
- f. Selective call divert
- g. Selective call acceptance and rejection
- h. Call divert
- i. Itemised local calls
- j. Three-way calling
- k. Conference calling

14.4

This service includes at least one phone number.

14.5

Fixed line numbers will be submitted to the Integrated Public Number Database (IPND) and may be included in directories such as the White Pages.

14.6

Call rates are specified in the CIS or Plan description and are subject to change without notice.

14.7

Fixed line telephone services do not include provision of telephone handset hardware.

14.8

The ability to port (transfer) numbers to and from FuzeNet is dependent on factors outside the control of FuzeNet. As such FuzeNet does not guarantee the ability to port phone numbers from and to other providers.

## 15. INTERNET AND TELEVISION SERVICES

15.1

Internet services include high-speed network access to the 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 Plan description.

15.2

From time to time, you may find that the actual throughput speeds achieved with the broadband service may be lower than the speeds specified for your Internet Service Plan.

15.3

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.

15.4

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, you would be charged a downgrade fee of \$160.00 ( $\$20.00 \times 8$ ).

15.5

If you are on a 12 or 18 month contract, you can change your plan at no extra charge; your contract will restart from the date you requested the upgrade.

15.6

IP Address(es) remains the property of FuzeNet and the Customer is renting the IP address(es) during the period of their FuzeNet Service only.

15.7

On termination of the Customer's FuzeNet Service, any IP Address(es) rented from us will be recovered by us.

15.8

Broadband plans provide dynamic or static IP addresses as described in the CIS or plan description.

15.9

Television Services include the re-transmission of Free-To-Air channels.

15.10

This service is dependent on third party providers and as such we do not guarantee the continuity of service or the content provided.

15.11

In the event that a technician is required to fix issues you are having with your TV services, a \$149 Callout fee will apply.

## **16. DIRECT DEBIT REQUEST SERVICE AGREEMENT**

16.1

For full terms of debit arrangement, see our Direct Debit Request Form ([www.fuzenet.com.au/support/policies](http://www.fuzenet.com.au/support/policies))

16.2

Where the due date falls on a non-business day, we will draw the amount on the next business day.

16.3

If you are uncertain as to when the debit will be processed to the customer's account, you should inquire of the Ledger financial institution.

16.4

FuzeNet will provide at least 14 days' notice in the event of a variation to any of the debit arrangements.

16.5

You may stop payment of a drawing under the FuzeNet Pay Plan by sending a written notice. Such notices should be received by us at least ten business days prior to the due date.



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16.6

You may request deferment of or alteration to any of the arrangement set out on the Direct Debit Request Form by contacting our accounts team on [accounts@fuzenet.net.au](mailto:accounts@fuzenet.net.au).

16.7

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date. If we are unsuccessful in attempting to debit your credit card or direct debit account, you will have to pay dishonour fees as well as compensate for any other charges, expenses or losses that result from our failed attempt; unless this failure was due to a clear error on our part. Dishonoured cheques incur a handling charge of \$16.50 (incl. GST). Direct Debit rejections incur a charge of \$10.00 (incl. GST).

16.8

If you consider that a drawing has been initiated incorrectly (outside FuzeNet Pay Plan arrangements), you should take the matter up directly with FuzeNet ([support@fuzenet.net.au](mailto:support@fuzenet.net.au)), or lodge a direct debit claim through your Financial Institution.

16.9

Direct Debit, through Bulk Electronic Clearing System (BECS), is not available on all accounts.

16.10

You are advised to check account details against a recent statement from the Ledger financial institution. If uncertain, you should confirm with the Ledger before completing the direct debit request.

16.11

FuzeNet will not provide customer records and account details to third party companies without your consent. Your Financial Institution may require such information to be provided in the event of a claim or relating to an alleged incorrect or wrongful debit.

16.12

If you wish to notify FuzeNet about anything in regard to this agreement, you should contact [accounts@fuzenet.net.au](mailto:accounts@fuzenet.net.au).

16.13

FuzeNet may send notifications either electronically to your nominated email address or by post to the address provided to us. Any notices will be deemed to have been received on the third banking day after emailing or post.