



Our Community Broadband Pty Ltd
PO Box 5184
Maroochydore BC
Queensland 4558
AUSTRALIA
Phone: (07) 5322 5380
email: info@ourcommunitybroadband.com.au

Standard Form of Agreement

This is a standard form of agreement under section 479 of the Telecommunications Act 1997. It applies to all goods and services provided by Our Community Broadband and may be amended by Our Community Broadband at any time in accordance with the SFOA; and does not apply if and to the extent otherwise agreed between Our Community Broadband and a customer. This agreement is made up of the terms below, the Critical Information Summary and your application/contract.

This agreement refers to your connection, access and use of the services, including but not limited to installation and maintenance services, provided to you by Our Community Broadband Pty. Ltd. ABN: **39 298 170 332**. The provision of supplies by us is subject to and will incorporate the terms and conditions of this Agreement; Acceptable Use Policy and all applicable laws. By accepting this agreement you are bound by it. If you do not agree with these terms, please do not register for the service.

Application and term of agreement

You may apply for our services by the methods selected by us. If we confirm that we are able to provide you with a service at the premises you have nominated, this will commence on the date of installation and will continue until the expiration or termination of the contract.

We agree to

We will make every effort to ensure we meet the agreement and ensure continuity of the service. We cannot guarantee that the services will be either uninterrupted or error-free or that your data will reach its intended destination (including electronic mail) inside or outside our network. You acknowledge that we must comply with the Telecommunications Act 1997 and other laws and directives that have jurisdiction over the use of Internet services. We will cooperate with law enforcement agencies and other service providers to control and prevent unacceptable behaviour and may implement automated mechanisms to prevent behaviour which is or may be in breach. This may include removing any content or closing or suspending your account. The Supplies are provided on an 'as-is' basis.

We agree to only use your personal information to provide you with your service and to administer your account. We will not pass on your details to any other organization unless we are required to do so by any applicable laws.

You agree to

- You will provide us with accurate information in your application
- You will maintain the secrecy of your access information for the service and advise us immediately if you believe someone else is using your private login details. You will liable for any charges resulting from unauthorised access to our service in this case.

- When you use the service, you must comply with all laws, all directions by a regulator and all reasonable directions by us. You must not use this service to break any law, infringe another persons rights, transmit, publish or communicate content that is abusive, indecent, menacing or defamatory. You must not expose Our Community Broadband to liability or take any actions that damages or interferes with our service.

Cancellation of the contract by Our Community Broadband

Your Agreement may be terminated immediately with 30 days notice in writing if:

1. you have provided us with false or misleading information, or are in breach of any part of this agreement
2. if there are technical problems with the service network or the service network requires repairs or maintenance;
3. if your nominated payment method is refused or dishonoured, we believe you will become insolvent or you have vacated the premises without advising us
4. we need to comply with our legal obligations or if an authority such as the ACMA or enforcement agency instructs us to do so;
5. you cease or threaten to cease conducting business in the normal manner, in which case you will not be entitled to a refund
6. if you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.
7. if you threaten or resolve to dissolve or are in jeopardy of dissolving your partnership

Cancellation of the contract by you

Customers wishing to terminate their wireless service with Our Community Broadband prior to the end of the user's contract are liable to pay a sum representative of the cost to Our Community Broadband to terminate said contract. If your fixed period contract has expired, either party may disconnect the service and cancel the agreement at any time by giving 30 days notice.

Service levels / Fault reporting and investigation

You may report a suspected faults to us during our stated office hours, providing us with full customer name, address and faults details. Prior to reporting a fault to us, you should ensure the fault is not a problem with any of your equipment. We will run through a checklist of actions over the phone to determine the source of the fault. Should these not solve the problem, and if you request an engineer to call at your premises to remedy the fault, you may be charged \$100 if the fault is determined to be a problem with your equipment or your failure to carry out the checklist of actions we prescribed.

Subscription charges

All prices shown on the Our Community Broadband website and print material are in Australian Dollars (AUD) and inclusive of GST (Goods and Services Tax) for residential plans. Business plans are exclusive of G.S.T. These prices may be subject to change for accounts without a contract and Our Community Broadband reserves the right to correct any published price errors on the website.

You must pay all fees for the Service in as per your agreement and the Critical Information Summary. We will process your setup fee once the service is active and this is non-refundable unless we fail to provide your service. All portions of usage are charged for and any unused allocations are not transferable or refundable. Our Community Broadband hold records which will be used to calculate the invoice we reserve the right to re-issue an invoice if any error is subsequently discovered.

Should an account becomes in arrears Our Community Broadband will initiate actions to secure payment of delinquent accounts. The service will be suspended should the account remain delinquent at the commencement of the following billing period.

If you supplied credit card details, you authorize Our Community Broadband to debit the credit card for all valid charges when they become due including any additional bank fees. If you are permitted to upgrade or change an account, that upgrade or change will occur on the next billing cycle.

If your nominated method is not automated by us (credit card / Bpay) it is the customers responsibility to notify accounts with full transaction details by email or phone when you have made payments so we can update our records. The first months service charge plus activation fee and any hardware charges must be paid in full before Our Community Broadband can activate the service when first joining, and the on going service supplied to you by us must be paid one month in advance. You are responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies owed by you to us under the agreement.

Delivery of goods / Installation of service / Network Maintenance

1. We will deliver equipment at the time of installation at your premises. The title of the hardware remains with Our Community Broadband, with the exception of any Routers purchased from Our Community Broadband by the user, where title and risk passes on delivery.
2. Our Community Broadband will not be liable for any loss or damage whatsoever due to failure by Our Community Broadband to deliver the products and/or services (or any of them) promptly or at all, where due to circumstances beyond the control of Our Community Broadband.
3. We may need access to the Premises to provide your service. You agree to provide us safe and prompt access to the Premises to install, test, maintain or replace any equipment for a Service you have requested. Following a successful installation of the equipment, it is then your responsibility – any costs to maintain or replace being born by you.
4. We may conduct maintenance to our network, and our suppliers may conduct maintenance to their network at any time. We will endeavour to do this outside of peak usage times and will endeavour to inform you electronically in advance where possible.

Liabilities

- We will not be liable for any delays for installing, repairing or any default in performance of the service.
- We will not be liable for any events or circumstances reasonably beyond our control, including acts of God or failure or default by any other supplier.
 - You may have certain rights and remedies under the Competition and Consumer Act 2010 and the Customer Service Guarantee issued by the ACMA, which established minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.
- We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties.
- Where we are liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Competition and Consumer Act 2010 (Cth) our liability is limited to resupplying, repairing or replacing the relevant service or equipment where the service or equipment is not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so. All remedies that are not mentioned are excluded.
- You must let us know as soon as you become aware or believe that you have a claim against us.

- Where you are two or more persons your liability will be joint and several.
- We will not be liable for any liquidated damages.
- We will not be bound by warrantee guarantees for hardware which we have sold as part of or installation.

Customer Service Guarantee

The Customer Service Guarantee under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 prescribes mandatory performance standards for certain telecommunications services. Our Community Broadband will comply with such standards to the extent that they apply to the services offered.

Complaints

Our Community Broadband is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, in the first instance we request that you contact Our Community Broadband on the contact details below. Additionally you should review our complaints resolution policy. If your complaint is not satisfactorily resolved with us, you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman who will offer mediation or arbitration for the resolution of the complaint.

Contact Details

To contact Our Community Broadband please go to the contact details on our website www.ourcommunitybroadband.com.au or contact us on (07) 5322 5380

Revision of the SFOA

Our Community Broadband Pty Ltd reserves the right to revise, amend, or modify the standard form of agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on the Internet at www.ourcommunitybroadband.com.au

Information is current as of 25/06/2015