



Our Community Broadband Pty Ltd
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Standard Form of Agreement

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.

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.

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 Service 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 behavior, and may implement automated mechanisms to prevent behavior, 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.
- Your failure to comply with this Policy (including by any person who you allow to use your Service) may lead to the suspension or termination of your Service.

- 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 be 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 person's 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.

Responsible Use:

You are responsible for your actions on our telecommunications network ("Network") and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Service to be used to:

- (a) store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
- (b) store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- (c) do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (d) do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
- (e) do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, our Services, Network or systems;
- (f) forge header information, email source address or other user information;
- (g) access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- (h) compromise the security or integrity of any network or system including our Network;
- (i) access, download, store, send or distribute any viruses or other harmful programs or material;
- (j) send or distribute unsolicited advertising, bulk electronic messages or otherwise breach your spam obligations set out in section 5, or overload any network or system including our Network and systems;
- (k) use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- l) tamper with, hinder the operation of or make unauthorized modifications to any network or system; or
- (m) authorize, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

Unreasonable Use:

Without limiting **Reasonable Use** above, it is "Unreasonable Use" of a Service if your use of the Service is reasonably considered by Our Community Broadband Pty Ltd to:

- (a) be fraudulent;

- (b) involve a non-ordinary use;
- (c) deliberately cause significant network congestion, disruption or otherwise adversely affect the Our Community Broadband Network or a supplier's network, other than by means of ordinary use; or
- (d) adversely affect another person's use of or access to the Services, the Our Community Broadband Network or a supplier's network.

Cancellation of the contract by Our Community Broadband:

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

- you have provided us with false or misleading information, or are in breach of any part of this agreement
- if there are technical problems with the service network or the service network requires repairs or maintenance;
- if your nominated payment method is refused or dishonored, we believe you will become insolvent or you have vacated the premises without advising us
- we need to comply with our legal obligations or if an authority such as the ACMA or enforcement agency instructs us to do so;
- you cease or threaten to cease conducting business in the normal manner, in which case you will not be entitled to a refund
- if you verbally abuse, attempt, threaten or cause harm to any staff, equipment or network infrastructure of ours or any of the service networks.
- 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 the balance of their minimum cost amount not already paid. This is the the number of months remaining of your contract multiplied by the monthly plan cost at the date of termination.

If your fixed period contract has expired, either party may disconnect the service and cancel the agreement at any time by giving 30 days written 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 \$199.00 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 ongoing 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.

Excessive use:

You must use your Service in accordance with any download, capacity or usage limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

Copyright:

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access or download and copy, store, send or distribute using your Service. You must not use your Service to copy, adapt, reproduce, distribute or otherwise make available to other persons any content or material (including but not limited to music files in any format) which is subject to copyright or do any other acts in relation to such copyright material which would infringe the exclusive rights of the copyright owner under the Copyright Act 1968 (Cth) or any other applicable laws. You acknowledge and agree that we have the right to immediately cease hosting and to remove from our Network or systems any content upon receiving a complaint or allegation that the material infringes copyright or any other intellectual property rights of any person.

Content:

You are responsible for determining the content and information you choose to access on the Internet when using your Service.

It is your responsibility to take all steps you consider necessary (including the use of filtering programs) to prevent access to offensive or obscene content on the by children or minors who you allow to use your Service. You may obtain further information on content filtering products at the Communications Alliance website.

You must not use or attempt to use your Service to make inappropriate contact with children or minors who are not otherwise known to you.

You are responsible for any content you store, send or distribute on or via our Network and systems including, but not limited to, content you place or post on web pages, email, chat or discussion forums, bulletin boards, instant messaging, SMS and Usenet news. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law, including to send or distribute classes of restricted content to children or minors if that is prohibited or an offence under such laws.

Your failure to comply with these requirements may lead to immediate suspension or termination of your Service without notice. If we have reason to believe you have used your Service to access child pornography or child abuse material, we are required by law to refer the matter to the Australian Federal Police.

Regulatory Authorities:

You must label or clearly identify any content you generally make available using your Service in accordance with the applicable classification guidelines and National Classification Code (issued pursuant to the Classification (Publications, Films and Computer Games) Act 1995 (Cth)) or any industry code which applies to your use or distribution of that content.

Commonwealth legislation allows the ACMA to direct us to remove from our Network and servers any content which is classified, or likely to be classified, as 'prohibited' content. We also co-operate fully with law enforcement and security agencies, including in relation to court orders for the interception or monitoring of our Network and systems. Our Community Broadband Pty Ltd may take these steps at any time without notice to you. You must not hinder or prevent us from taking all steps necessary to comply with any direction from ACMA or any other law enforcement or security agency. You acknowledge that Our Community Broadband Pty Ltd reserves the right to limit, suspend or terminate your Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Service is subject to any investigation by law enforcement or regulatory authorities.

Delivery of goods / Installation of service / Network Maintenance:

- 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.
- 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.
- 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.
- It is the signatory of the contract who is responsible for gaining permission from the building owner for the addition of electronic equipment, cabling and roof mounting accessories. Our Community Broadband Pty Ltd may need access to upgrade this equipment over a period of time, as technology changes to ensure the best possible service to the client. Our Community Broadband Pty Ltd may also need to add an additional piece of

equipment to enhance the redundancy of the link to the network – ensuring continuity of supply if a single supply path has a fault or disruption to service.

- If the client requires a significant increase in connection speed, above and beyond their current contract Our Community Broadband Pty Ltd may quote for an upgrade of equipment to reach this capability.
- 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 1 February 2018