



## City Cable Australia Customer Service Agreement

Company ACN: 609 005 772

Effective from 1 January 2023

This Customer Service Agreement (CSA) is between you and the City Cable Australia Pty Ltd that supplies the Service to you.

This CSA is applied to our Services and Products from all suppliers, including City Cable networks, NBN networks, Opticomm networks, Lynham network, and DGTek networks.

### 1. Our CSA

- 1.1. The Customer Service Agreement (CSA) is our standard form of agreement setting out the terms and conditions upon which we supply Services and Products to you.
- 1.2. Our CSA consists of the following:
  - 1.2.1. Your service application
  - 1.2.2. Service Terms for each Service
  - 1.2.3. The terms and conditions of any applicable special offer or promotion
  - 1.2.4. These General Terms
  - 1.2.5. Our Billing Policy ([hyperlink](#))
  - 1.2.6. Our Fair Use Policy
  - 1.2.7. Our Privacy Policy ([hyperlink](#))

If there is any inconsistency between the terms of the CSA, the order of precedence will be as listed above.

#### Change to the CSA

- 1.3. The CSA may be changed from time to time. This may be done without your agreement.
- 1.4. If the change will benefit you or have a neutral impact on you, we may make the change effective immediately and without advance notice.
- 1.5. If the change is detrimental to you, we will notify you at least 30 days before the proposed change takes effect by email (the last email address that you have given to us). If you disagree with the changes, you may cancel your Service by giving us 30 days' notice prior to the service ended date. And, you must pay up to the service ended date.
- 1.6. We do not need to notify you of the changes in relation to the below situation:

- 1.6.1. Any urgent changes we are required to make by Law, for security reasons, and/or for technical reasons necessary to protect the integrity of our network;
- 1.6.2. The introduction of a new charge or an increase in an existing charge due to an additional tax or levy imposed by Law.
- 1.6.3. A change to or removal of any special feature of your Service that is not expressly referred to in the relevant service description. Where practicable to do so, we will give you reasonable notice of the changes.

## **2. Your application for services**

- 2.1. You may make an application for any of our Service:
  - 2.1.1. by submitting an online application via our Website;
  - 2.1.2. Over the telephone – by requesting us to complete an application for you after you have agreed to the terms and conditions of this CSA.
- 2.2. You must provide us with all information that we reasonably require to supply the Services, including any information we require to carry credit check, and you warrant that the information you provide is accurate, truthful and correct.
- 2.3. You must inform us of any changes that are relevant to your Service or account such as your contact details and your debit or credit card details.

### **Acceptance of your Application**

- 2.4. We may decide (in our absolute discretion) whether or not to accept your Application based on factors that we deem to be relevant, including:
  - 2.4.1. Your eligibility for that Service;
  - 2.4.2. Its availability to you;
  - 2.4.3. Your ability to meet our credit requirements;
  - 2.4.4. Any issue which impacts on technical or network considerations which are relevant to the provision of the Services
- 2.5. Please ensure that you carefully check the service address in your application. An incorrect service address will result in additional charges and we will not take responsibility or accept liability for any errors made or costs incurred.

### **Provision of Services**

- 2.6. Your CSA for supply of Services will commence when we accept your Application. This may be a different date to the start date of the Services.

- 2.7. We will supply the Services to you for your Contract Term, in accordance with the CSA until the Service is suspended or cancelled.
- 2.8. At the end of the Contract Term, if you or we do not cancel the Services for a further minimum Contract Term, the agreement becomes a month-to-month Service.
3. Access to premises and connection of your Service
  - 3.1. To supply the Services to you, we may need to access the Premises. You agree to provide us with, or arrange for us if required, safe and prompt access to the Premises to:
    - 3.1.1. Install any equipment for a Service you have requested
    - 3.1.2. Inspect, test, maintain, modify, repair or replace any equipment
    - 3.1.3. Recover our equipment after the service is cancelled, and
    - 3.1.4. Enforce our rights to disconnect your service if you do not comply with any of your obligation.

#### **Owner's Permission**

- 3.2. If you do not own the Premises, you must obtain the owner's permission for us to access the premises and install and maintain any equipment. You must notify us promptly before we commence work on the Premises if you are unable to obtain the owner's permission. If you have not obtained sufficient permission, you indemnify us against any claim the owner of the Premises makes against us, our employees and contractors as a result of our entry onto the premises and/or any works conducted on the premises.
- 3.3. If you are either the owner or a tenant of your Premises, and the Premises are covered by the rules of an Owners Corporate or Body Corporate, then you must obtain sufficient permission from the Owners Corporate or Body Corporate for us to access the premises to install and maintain any equipment.

#### **Installation of Equipment and Connection of Services**

- 3.4. We will connect the Service as soon as we can, but there may be a delay between the time we accept your application and providing you with your Service. You acknowledge that we will not be liable for any delay in relation to installation of equipment at your Premises or commencement of supply of Services to you. We may notify you of an expected date of provisioning, however, that date is only an estimate and not guarantee.

- 3.5. After we have accepted your Application, we may cancel the Service if we determine that we are unable to connect or provide the Service within a reasonable time. In such case, we are not liable to you for any failure to provide the Service.
- 3.6. The equipment we supply and install at your Premises to connect your Service, remains our property (Our Equipment). We may loan or rent equipment to you. Other than fair wear and tear, you are liable for loss or damage to Our Equipment.

#### Your Equipment

- 3.7. You agree that you are responsible for:
- 3.7.1. Supplying, maintaining and repairing all equipment used in connection with the Service, other than Our Equipment. Your Equipment including telephone access lines, telephone and computer equipment (including BYO modem/ router) and other access device(s) necessary for us to provide the Service to you
  - 3.7.2. Compliance with all laws and relevant technical standards issued by a Regulatory Authority in relation to Your Equipment, and
  - 3.7.3. The proper functioning and security of Your Equipment, and you agree to comply with all reasonable directions given by us in relation to Your Equipment, including:
    - 3.7.3.1. Allowing us to inspect Your Equipment, and
    - 3.7.3.2. Making any necessary changes or modifications to Your Equipment to avoid any danger or interference it may cause to Our Equipment or the Service.

#### **Purchased Equipment**

- 3.8. You may purchase equipment from us for use in connection with the Service. The Purchased Equipment will be delivered to you when you pay for it in full. You will be responsible for the Purchased Equipment from when it is delivered to your nominated delivery address.
- 3.9. Subject to the Consumer Guarantees, if you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 7 days of delivery to

### **Service Speeds**

3.10. After we install equipment at your Premises, we will test the connection to confirm that the Service is connected and able to achieve the speeds as agreed. If we are unable to resolve issues with your speed, we will notify you of this and you will have 5 business days to nominate whether you wish to downgrade to a lower speed service or cancel without penalty. You will be billed according to the maximum speed during the 5 business days period.

3.11. You acknowledge that fluctuations in speeds may occur and your Service may not achieve the maximum speed at all times. This may arise as a result of circumstances outside our control such as climactic or weather conditions, damage to equipment, outages to power or other parts of the network.

## **4. Quality and Maintenance**

### **Standard of Service**

4.1. Our Service do not support and are not suitable for:

4.1.1. Person requiring priority assistance, a priority customer or a provisional priority customer; or

4.1.2. Use in circumstances where life-threatening emergencies can occur (e.g. use in police stations, emergency service provider call centres, medical practices and hospitals).

4.2. We cannot, and do not guarantee that your Service will be without occasional fault, error, limitation, fluctuation, interruption or outage. In the event of an issue, we will use best endeavours to identify the cause and rectify any error to restore your Service, however, we cannot be liable for any loss, damage or inconvenience.

4.3. You acknowledge that any calls we make to you, or you make to us may be monitored and recorded and you consent to us monitoring or recording such calls. If you do not consent to having your calls monitored or recorded, you can email or communication with us by other means as indicated on our Website.

### **Maintenance**

4.4. From time to time we may need to conduct maintenance, testing, updates, replacement or repair to the network, or our equipment installed at your Premises. You acknowledge and agree that this work may cause temporary disruption to your Services, and we will use best endeavours to minimise disruption, as well as try to conduct works outside normal business hours, however, we may not always be able to do so.

### **Service Fault**

4.5. When reporting a fault to us, our team will instruct you to take reasonable steps to ensure that the fault is not a fault in any of Your Equipment or device(s). We are not responsible for rectifying any fault in the service where the fault is caused by you or Your Equipment and the fault does not arise or was not caused by us or Our Equipment or infrastructure (our suppliers).

4.6. If you report a fault in the Service and request an onsite appointment to repair it, and once at the Premises, in our reasonable opinion, we determine that the Service is not faulty or the fault is associated with you, Your Equipment or devices, rather than the Service, an incorrect call-out fee range between \$165.00-\$220.00 will be charged.

## **5. Your Use of the Service**

### **Fair Use Policy**

5.1. You must, at all times, use your Service in compliance with the Fair Use Policy. You acknowledge and agree that if we, acting reasonably, determine that you have used your Service in a manner which is not in compliance with the Fair Use Policy, we may suspend or cancel your Service without giving you any notice.

5.2. You are responsible for and must pay for any use of the Service, including

5.2.1. Any unauthorised use, except for any unauthorised use that has arisen as a result of our negligent or wrongful act or omission.

5.2.2. Any use of the Service by any person that you have expressly or impliedly allowed to use the Service,

5.2.3. If you vacate the premises and do not either disconnect the Service or transfer legal responsibility for the Service, any use of the Service after you have vacated the Premises.

### **No interference**



5.3. You shall not permit any other party to interfere, disrupt, damage or cause nuisance to our equipment, or otherwise obstruct, impede or interrupt our network or your Service, at any time.

5.4. If we inform you that you or someone else on your Premise is interfering, or may interfere, disrupt, damage or nuisance caused is not caused, or if caused, ceases.

## **6. Charges**

6.1. The Charges for the Services are set out in your Application.

6.2. You must pay all invoices for Charges for the Services in accordance with the terms in our Billing Policy. You must provide us with valid and current billing information, as well as providing authority to debit your nominated bank or credit card in order to pay for your Service.

6.3. Any costs we incur as a result of late or unpaid invoices will be charged to you.

6.4. In order to provide some services to you, we enter into arrangements with other suppliers. You acknowledge that our Charges to you for the Services may vary as a result of a variation of a Supplier's charges to us, and that we may pass on any additional charges a Supplier charges to us.

6.5. We may charge you an additional amount to service, modify, repair, or replace the Service or any equipment you use in connection with the Service, as a result of:

6.5.1. A breach of our CSA by you,

6.5.2. A negligent or fraudulent act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors, or

6.5.3. A failure of any of Your Equipment arising out of an act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors, or

6.5.4. A failure or fluctuation in electrical power supply arising out of an act or omission by you, any person with your express or implied authority, or by any of your employee, agents or contractors, and we will provide you with details of the additional amount prior to commencing the service repair or replacement.

6.6. From time to time, we may offer Special Offers in connection with the Service. These Special Offers may be notified in a general advertisement or specifically



offered to you and may be subject to certain conditions. You need to refer to the Promotions Terms and Conditions.

- 6.7. All charges will be direct debited from the nominated payment details when you submit the Application. You acknowledge that, by submitting the Application, you authorised us to direct debit the charge(s) from your provided payment details. Any additional charge during the Application will be notified by email and phone call. All additional charges will be direct debit upon your acknowledgement and approval.
- 6.8. If you wish to cancel or update the payment details, you need to inform our team 5 business days prior to the direct debit date.

6.9. You must ensure you provided us with valid payment details and have sufficient fund. A dishonour fee of \$9.90 will be applied if the payment is declined. Any declined payment will be notified by email.

6.10. We may charge you for any other applicable:

6.10.1. Value added taxes relating to the supply of your Service, and

6.10.2. Taxes (including utilities taxes), levies, fees or similar charged to us (including such taxes on-charged to us by Suppliers) on a per service basis.

### **Refund Policy**

6.11. The service fee and the equipment fee will be fully or partially refundable if we are unable to provide the Service due to our or the Suppliers.

6.12. Item below are not refundable:

6.12.1. New Development Charge

6.12.2. New Connection Fee

6.12.3. Equipment Delivery Fee

### **7. Suspension or Cancellation**

7.1. We may, without liability, cancel the Service:

7.1.1. If there is no Contract Term specified in your Application or the Service Description, at any time by giving you 30 days' notice.

7.1.2. If a Contract Term is specified in your Application or the Service Description, at any time after the end of the Contract Term by giving 30 days' notice to you



- 7.1.3. If we reasonably determine that it is not technically, commercially, or operationally feasible to supply the Service to you, at any time prior to the Service Commencement Date by giving you notice.
- 7.1.4. Subject to your rights under Consumer Guarantees, we may cancel the Service if you materially substantiate that the Service has not met or is not meeting your prior expressed expectations or needs. If, acting reasonable, we agree that we are not able to provide a service that meets your prior expressed expectations or needs.
- 7.2. We may immediately suspend, cancel or restrict the supply of the Service to you if:
- 7.2.1. You fail to pay any amount owing to us by the due date and you fail to pay that amount within 7 days after we give you notice requiring payment of that amount;
- 7.2.2. We have determined, acting reasonable, that you are an unacceptable high credit risk;
- 7.2.3. You fail to provide us or our Supplier with access, authority or information reasonable required to enable provision for your Service;
- 7.2.4. You have breached the CSA and have not remedied the breach after we have provided you with 30 days' notices;
- 7.2.5. Your Service is being resold to you by a third party, or you acting as a telecommunications carrier or service provider; or
- 7.2.6. You become insolvent or your business ceases to operate.
- 7.3. Without limiting any other provision of this CSA, we may immediately suspend, cancel or restrict the supply of the Service to you if:
- 7.3.1. There is an emergency,
- 7.3.2. A Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us,
- 7.3.3. Doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons,
- 7.3.4. We are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation,

- 7.3.5. The ACCC issues us with a competition notice (as that term is used in the Competition and Consumer Act 2010) in respect of the Service or we reasonably anticipate that it may do so,
- 7.3.6. Providing the Service to you may be illegal or we reasonably anticipate that it may become illegal,
- 7.3.7. A Force Majeure Event prevents us from supplying the Service in accordance with our CSA for more than 14 days, or
- 7.3.8. We reasonably believe that there is a threat or risk to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is not caused directly or indirectly by you,
- 7.3.9. In the event that we decide to suspend, cancel or restrict the supply of a Service to you, we will endeavour to provide you with as much notice as is reasonably possible in the circumstances,
- 7.3.10. If we suspend the Service, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CSA).
- 7.4. Consequences of suspension and cancellation

- 7.4.1. If we reconnection a Service that has been suspend or cancelled, you may have to pay us a reconnection fee. You will not be required to pay a reconnection fee if the Service was cancelled or suspended due to our fault or negligence.
- 7.4.2. If the Service is cancelled in accordance with our CSA,
- 7.4.2.1. Before the Service Commencement Date, we can charge you any costs reasonable incurred by us in preparing to provide it to you; and
- 7.4.2.2. During the Contract Term, you must pay to us the Break Fee.
- 7.4.3. If the Service is cancelled, you still have to pay all charges incurred before cancellation.
- 7.4.4. In the event that the cancellation or suspension caused by you, you will, at your cost, immediately stop using and return to us, or allow us to remove, any of Our Equipment. You must pay all outstanding amounts in a lump sum for any Purchased Equipment which you have not fully paid for at the date of cancellation,
- 7.4.5. In the event that the cancellation or suspension not caused by you, you will, immediately stop using and return to us, or allow us to remove, any of Our Equipment. We will refund any amounts already paid by you for any equipment that you have purchased but not fully paid for at the date of

cancellation, that equipment cannot be used with other telecommunications providers' services. Where the equipment can be used with other telecommunications providers' services, no refund is applicable and you must pay all outstanding amounts in a lump sum. We will not credit you with any refund until after you have returned the equipment to us and we have accessed that the returned equipment had not been damaged by more than fair wear and tear.

7.5. If we supply the equipment on the condition that you acquire the Service for the full Contract Term then,

7.5.1. If we supplied the equipment free of charge, you must:

7.5.1.1. Return the equipment to us, if the service cancelled due to our fault

7.5.1.2. Retain the equipment and pay for it in full, if the service cancelled caused by you (or your fault).

7.5.2. If we supplied the equipment at a discount, you must:

7.5.2.1. Return the equipment to us and we will reimbursement you the purchase price paid by you, or

7.5.2.2. Retain the equipment and pay us an amount equivalent to the discount we gave you;

7.6. You must immediately stop using the Service.

## **8. Data Retention, Interception, Service Monitoring & Testing**

8.1. We have legal obligation, under Telecommunications Act, and at the direction of law enforcement agencies, to retain data, and 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.

8.2. We/Our Suppliers may intercept communications and provide call related information to government or regulatory authorities or law enforcement agencies, to the extent required by law to do so, and may (are not obliged to) monitor the usage of your Service and communications sent over it for compliance with this CSA to protect our network those of our Supplier and other users.

8.3. We/Our Suppliers may, for purposed including security, conduct penetrating testing, and in preparation 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.

8.4. To comply with relevant rules and regulations, codes, court orders, or directions from regulated authorities, we may have to report on service usage in relation to your Service.

## 9. Deletion of Data

9.1. Once the service has been terminated or cancelled for any reason, we may delete all of your data from any storage media. You are solely responsible to back up your data.

## 10. Customer Guarantee

10.1. We agree to provide the Service to you subject only to the terms, conditions, and warranties contained in the CSA and any non-excludable rights you have under the Australian Consumer Law, including in particular, under any applicable Consumer Guarantees. Any liability that we might otherwise have to you in connection with our CSA or Service is expressly excluded. For example, there are Consumer Guarantees that we will provide the Service to you with due care and skill, and that Our Equipment and Purchases Equipment will be of acceptable quality. Certain remedies are available to you under the Australian Consumer Law if the Service or equipment we supply to you fails to meet the standard required by applicable Consumer Guarantees.

### Limitation of Liability

10.2. Where we are not permitted to exclude liability for any Loss 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 us to do so, our liability to you:

10.2.1. if the breach relates to 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

10.2.2. 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.

10.3. The limitations of liability do not apply to:

10.3.1. 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

- 10.3.2. A breach of any Consumer Guarantee relating to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption
- 10.3.3. Personal injury (including illness and disability) or death; or
- 10.3.4. The loss, destruction or damage to, or loss of use of tangible property.
- 10.4. In addition to your rights (if any), you may be entitled under Australian Consumer Law to compensation for any reasonably loss incurred if the Service Interruption is caused by our breach of Consumer Guarantee.
- 10.4.1. The refund or rebate does not apply to Interruptions which occur because of:
- 10.4.1.1. A cancellation, suspension or restriction to the supply of the Service in any of the circumstance caused by your default or conduct.
- 10.5. Except for liability which is expressly accepted by us and any liability we have under the Australian Consumer Law (including the Consumer Guarantees) that cannot be excluded, we exclude all other liability to you (whether based in contract, tort (including negligence), statute or otherwise) for suspending, cancelling or restricting the Service where we do so in accordance with our CSA.
- 10.6. Our liability for any loss suffered or incurred by you shall be reduced to the extent that you or a party under your control caused or contributed to that loss.
- 10.7. We exclude any liability to you for any Consequential 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
- 10.7.1. Consequential Loss means loss of revenue, loss of profit, 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 and includes any penalties or fines imposed by any government or regulatory authority.
- 10.8. If there is a major failure of your Service, you are entitled to:
- 10.8.1. Cancel your service; and
- 10.8.2. Choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done

you are entitled to a refund for the goods and to cancel contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonable loss from a failure in the goods or service.

10.9. In the case where you want to claim a guarantee under the Australian Consumer Law in relation to good or services supplier by us:

10.9.1. The claim must occur within 12 months periods from the date of purchase of the goods or provision of the services;

10.9.2. You should promptly contact our Customer Service team by email us on [customerservice@citycable.com.au](mailto:customerservice@citycable.com.au) or call us via 1300 850 718. Contact methods are listed on “Contact Us” website.

10.10. Subject to your right under the Australian Consumer Law, which we do not exclude, we are not liable for failing to comply with any of our obligations if a Force Majeure Event occurs which prevents us from performing those obligations.

## **11. Your Liability**

### **Indemnity**

11.1. You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) (Losses) we suffer or incur relating to:

11.1.1. The use (or attempted use) of the Service

11.1.2. Equipment used in connection with the Service, arising out of your (or any person acting with your express or implied authority) breach of this CSA or negligent acts or omissions

11.2. You must pay us for any Losses we suffer or incur as a result of or in connection with the suspension or disconnection of your Service (unless the suspension or disconnection caused by your default), including Losses suffered or incurred by us as a result of a claim against us by any third party that relates to our suspension or disconnection of your Service.

11.3. You must ensure that any person who you allow too use the Service, or to whom you ask us to supply the Service directly, complies with our CSA as if they were you.

### **Telephone numbers and public addressing identifies**

11.4. The Telecommunications Number Plan 1997 (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.

11.5. In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name (Public Addressing Identifiers). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.

11.6. You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

11.7. You acknowledge and agree that:

11.7.1. we do not control the allocation of Public Addressing Identifiers;

11.7.2. we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and

11.7.3. on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

### **IP Addresses**

11.8. 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.

11.9. You also acknowledge that we do not control IP Addresses allocation, are not liable to you if the regulatory body requires that we change, withdraw, suspend or reallocate any IP Addresses. Upon cancellation of your Service your rights to use allocate IP Addresses will stop.

### **Assignment and Subcontracting**

11.10. You must not assign or transfer or otherwise deal with any of your rights or obligations under this CSA without our prior written consent.

11.11. We may assign some or all of our rights under our CSA to any person.

11.12. We may transfer some or all of our obligations under this CSA to:

11.12.1. another associated Entity; or

11.12.2. a purchaser of our business, on condition that the transferee agrees to provide the Service to you on materially the same terms and conditions of our CSA.

11.12.3. We may perform any of our obligations under the CSA by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.

11.12.4. Otherwise, we may transfer or deal with our obligations under our CSA on terms to which you consent.

## **12. General**

### **Notice**

12.1. A notice, approval or consent to be issued under the CSA must be in writing, except for variations by us, for which notice can be given in accordance with the Telecommunications Act. In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:

12.1.1. If it is delivered 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

12.1.2. If it is sent using the contact details and/or email address that we have recorded for your account when you submitted your application.

### **Transfer account**

12.2. If you like to transfer your service account to another user, you must contact our customer service team. Both you and the new account holder for the Service are required to complete and sign the Service Transfer Form 14 days' prior to the next billing cycle. Unless the new account holder has agreed and pay for the Service, otherwise, you are still liable for the Service and need to pay for the Service. The Service will be cancelled if the payment is not received.

### **Waiver**

12.3. If we have a right arising out of your breach of our CSA and we do not exercise that right, we do not waive that right or any other obligation unless we do so in writing signed by us.

### **Severance**

12.4. If a provision of CSA is void, voidable or unenforceable in any jurisdiction, it will be severed and the remainder of our CSA will not be affected.

### **Intellectual Property**





12.5. You do not retain ownership or legal rights to our intellectual property or to any telephone number, IP address, domain name, personal identification number, or other identifier or locator that we assign to you.

### **Authority**

12.6. If you have a business service, you agree that we may, in good faith, rely on the authority of any of your employees who state they are authorized to provide consent on your behalf for certain actions requiring approval. For residential services, you must notify us if you want someone else to have the authority to access or make changes to your service or account. We will not allow anyone to access your account unless we have received your explicit authorization.

### **No Reliance**

12.7. You acknowledge that:

12.7.1. Our staff provide advice in good faith and with the best intentions; however, we do not claim that they are experts in the operation of your computer hardware or software. Subject to your rights under the Australian Consumer Law and general laws regarding misleading or deceptive conduct (which are not excluded), you agree that any advice from our staff is followed at your own risk.

12.7.2. We make reasonable efforts to ensure the information on our website is accurate and up to date; however, we do not guarantee its accuracy.

### **Governing Law**

12.8. Our CSA is governed by the laws of the Commonwealth of Australia and the laws of the State or Territory of your Service.

12.9. Subject to the Telecommunications Act and any ancillary legislation, which is not excluded, each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria in connection with matters concerning this CSA or the transactions contemplated by it.