



# Customer Service Agreement for Fixed Wireless Internet Service

## Customer Service Agreement

Community Communications Pty Ltd

Trading as: Community Communications WISP

ABN = 64 616 105 045

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## 2 Broadband Services

Subject to the terms of our Terms and Conditions, only Fixed Wireless Broadband Services are available from us:

- The fixed wireless service is a broadband internet service which uses 5Ghz 802.11n/ac wireless to deliver internet to the network termination point at your premise.
- Details of service plans and applicable charges are available in the Pricing Schedule.
- The fixed wireless Service is only available within a designated coverage service area. All fixed wireless Services are subject to availability and provisioning feasibility. We may refuse to provision a fixed wireless Service in our absolute discretion.
- In order to be able to receive the fixed wireless Service: your Premises must be:
  - within the coverage area of Community Communications Fixed Wireless Access Network;
  - you must meet all of Community Communications System Requirements;
  - the fixed wireless equipment must be supplied by Community Communications only
  - and either installed by Community Communications or one of their approved installer; or some components to reduce installation cost can be installed by yourself at your premises but at your own risk and under our Partial Client Install requirements
  - using multiple devices, you will require a compatible router capable of doing PPPoE authentication
- Unless your Premises is already connected to the Community Communications - Fixed Wireless Access Network. If not then in order to receive the Fixed Wireless Service, your Premises will need to be connected to the Community Communications Fixed Wireless Access Network. Standard installations are done as per our Pricing Schedule.
- Non-standard installations may require you to pay additional charges. Information about Fixed Wireless Service installations can be found on our Website.

## 3 Standard Installation

- Subject to any changes in Community Communications WISP installation practices, a standard installation includes:
  - (a) The installation of the Wireless Radio (Wireless CPE) on the outside of your Premises on a current TV antenna mast.
  - (b) The drilling of a small hole through the roof or wall of your Premises to feed the cable from the Wireless CPE through into a wall plate that will be installed inside the Premises. A cable will be run to the Customer desired router location
  - (c) The connection of the power supply unit (POE injector) into the nearest standard 240V power point to where the Cable entry point is located (this should be within 1.5 metres, and cannot be an extension cord or power board).
  - (d) The connection of an Ethernet cable from the POE Injector to the customer router (which should be within 10 metres of the POE injector). The provision of the power supply is your responsibility.



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## 4 Special Installation Requirements

- a) If you have any special or non-standard installation requirements, you must ensure that you discuss them clearly with the installation technician. Non-standard installation tasks include but are not limited to:
  - i. where the installation is unusual, complex, difficult, or there are safety issues during the installation;
  - ii. the installation is to a point that is not the closest and most direct path from the roof to the desired internal entry point; and;
  - iii. internal structures make running internal cabling complex, difficult or unfeasible.
  - iv. No TV antenna mast is available, or the TV mast antenna is not sturdy enough for the stable mounting of the Wireless Radio (Wireless CPE) during extreme weather conditions.
  
- b) Your preferences may not be the most efficient or suitable installation, however it is your right to decide where the Community Communications WISP equipment is installed, but additional cabling work may increase costs and/or timeframes of your installation. Technical requirements include that:
  - a) the POE Injector and Wireless CPE are in the same building as the main electric supply or switchboard; and
  - b) the location is:
    - i) a cool, dry and ventilated area with no sinks or water outlets;
    - ii) within 1.5 metres of a dedicated power point; and
    - iii) away from busy areas which might cause the unit to be knocked or damaged.
  
- c) If your premises are shown to be in coverage but is situated in an area of low topography and the relief or buildings or trees obscures the Line of Sight (LoS) to the Community Communications Fixed Wireless Access Point an extension mast might be required. The additional installation cost and the securing of this mast to provide a stable mount to the Wireless Radio (Wireless CPE).

The above Special Installation Requirements will be discussed with you during the initial site survey and if preferred followed up with a cost estimate before installation. This will require a follow-up visit which will be arranged upon agreement has been reached in terms of the Special Installation Requirements.

## 5 VoIP Telephony Service

While VoIP can be sold separately, you acknowledge that:

- 5.1. This broadband service is for data access use only and is not a telephony service in any form of function or description, and provides no guarantees, or capability to access voice services, including NO ABILITY to access emergency phone services.
- 5.2. Any attempt to run a voice service over this data services, is completely the responsibility and liability of the provider providing voice services on top of Community Communications data services, which we do not warrant or guarantee to work in any manner.



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### 6 Customer Service Guarantee (CSG) Waiver and Fair Use

- a) As a condition of us providing the Fixed Wireless Service to you, you agree to waive your rights and protection under the CSG.
- b) The Fixed Wireless Service is provided to you under the Acceptable Use Policy. You agree to use the Fixed Wireless Service in accordance with the Acceptable Use (clause 15) Policy.



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## GENERAL TERMS

The terms in clauses 7 to 22 of this service description apply to all Broadband Services supplied by Community Communications WISP.

### 7 Contract Term

- a) We will provide, and you must acquire, the Broadband Service, in accordance with our terms and conditions for at least the Contract Term as specified in our pricing schedule.
- b) You may cancel the Service during the Contract Term but you will be required to pay a Break Fee as per Clause 7 of this agreement.
- c) After the end of the Contract Term, we will continue to provide the Service until it is cancelled in accordance with our terms and conditions.

### 8 Contract Termination

- a) To cancel the Fixed Wireless Service the authorised account holder must contact us. We will cancel the Fixed Wireless Service subject to the account holder providing proof of identity and meeting all other reasonable cancellation requirements.
- b) Cancellation of your Fixed Wireless Service may result in you having to pay a Break Fee as a pro-rata for the remaining contract term at the lowest data allowance of the service you signed up for.

## 9 INSTALLATION

### 9.1 Appointments

- a) You are responsible for ensuring that you (or an adult authorized by you) are at your Premises for the installation appointment to:
  - i) provide access to your Premises for the installation work;
  - ii) approve the final location of the installation; and
  - iii) approve any additional charges for non-standard installation tasks (if applicable).
- b) You acknowledge and agree that:
  - i) if you need to reschedule the installation appointment you must give us at least two business days' notice, and that fees may apply for missed appointments;
  - ii) you are responsible for any additional charges due to a non-standard installation. You will be provided with a quote for any such charges;
  - iii) any 'in roof' work will automatically trigger the need for a non-standard installation due to the inherent safety risks involved;
  - iv) Community Communications WISP will not guarantee that 'in roof' work will be undertaken; and
  - v) you will notify the Community Communications WISP technician if any of the following might affect your installation:
    - (1) any heritage requirements or restrictions;
    - (2) any known or suspected asbestos (commonly used before the 1980s); or
    - (3) any recent pest treatments.

### 9.2 Customer cabling and third party services

- a) You acknowledge that:
  - i) You may wish to have new cabling to connect the location of the network termination device to another point(s) where you intend to use the Service. This cabling is not provided as part of the Broadband Service and is your responsibility. This cabling will be subject to the requirements of the ACMA wiring rules (AS/ACIF S009:2006) and you will need to arrange and pay for the services of an ACMA licensed cabler to install this cabling.



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- ii) You will be responsible for the cost of any third-party services that may be required in relation to the installation of the Service to the Premises (for example an electrician or licensed cabler).

## 9.3 Access to your Premises

- a) You agree that you will allow us (or any other person nominated by us, Community Communications WISP staff and/or its contractors) safe, efficient and timely access to your Premises when required:
  - i) to supply the service to you or any other customer;
  - ii) to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to part of the local data network or any third-party network; or
  - iii) for any other reasonable purpose, for as long as the service is provided to you, and for a reasonable period thereafter as reasonably requested by us or our supplier.
- b) You agree that:
  - i) you will, upon request, provide any further written consent in a form reasonably required by us in relation to such access; and
  - ii) if you do not control the premises, you will promptly arrange any written consents for access required under this clause.
- c) If you are not the owner of your Premises, you must obtain the owner's consent for the Community Communications WISP Equipment to be installed. You agree that the installation of the Community Communications WISP Equipment at the Premises is on the basis of the request that you have made to us and that we have relied upon your authority to make this request. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us relating to our entering the Premises or installing or maintaining any equipment at the Premises pursuant to your request for us to do so.

## 9.4 Service activation and delivery of Hardware

- a) We will notify you of Service Activation via the email address provided on your Application or via SMS to the mobile number provided on your Application.
- b) All hardware will be delivered on the day of installation by the installer.
- c) You acknowledge that we may activate the Broadband Service prior to installation.
- d) If you have opted for the partial self-installation the hardware will be delivered to your premises at least a week prior to final installation. If you notify us that your Hardware contains faulty components, you must give us sufficient information to assess the Hardware including allowing us to test your personal computer. If we find that the relevant component is not faulty, we may charge you an Incorrect Call-Out Fee (as specified in the Pricing Schedule).



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## 10 DISCLOSURE OF INFORMATION

- a) You consent to us disclosing any data or information regarding you or your service as required by law as and when required by authorised enforcement agencies of these laws.
- b) Third party disclosure will only be provided regarding yourself and your service, on an ad hoc basis and with only with your prior written consent when reasonably required by us or our third-party suppliers for providing the Broadband Service to you or maintaining networks related to the Broadband Service.

## 11 PREVIOUS SERVICES

- a) You acknowledge and agree that Community Communications are not required to honour any of your previous service provider benefits or incentives as they may not be available for the Fixed wireless Broadband Service that you have applied for
- b) Whether we provide the Fixed Wireless Broadband Service to you is dependent on several factors including availability of the service. The availability of the Fixed Wireless Broadband Service also varies depending on the geographic and technical capability of the Wireless Network, if we agree to provide the Fixed Wireless Broadband Service to you, we will advise you if there is any significant delay during the application process.

## 12 REQUIRED EQUIPMENT

- a) If we provide you with any of the Required Equipment, risk in the Required Equipment passes to you after installation for all damage including force majeure but excluding defects claimable under warranty.
- b) If you request Community Communications to not supply any or all of the Required Equipment to you and Community Communications agrees in writing, you will need to supply all (or the remainder) of the Required Equipment before we can supply the Service to you.
- c) If under b above you choose to supply some or all of the Required Equipment yourself for use with the Service, the operation of such equipment and any repairs to it will be your responsibility.
- d) We manage your Wireless CPE remotely to configure your specific settings and apply relevant firmware upgrades via our servers.
- e) All Ethernet cabling between the Wireless CPE and the point of PoE injection is required to be shielded earthed cable.
- f) All Ethernet cabling from the PoE injector is required to be of a minimum Cat 5e standard.
- g) Access to the Network is only possible by means of a device that performs PPPoE authentication.



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## 13 COMMUNITY COMMUNICATIONS NETWORK EQUIPMENT

- a) Except for customer premises equipment such as internal wiring or equipment that is installed beyond the Wireless CPE, Community Communications WISP owns the Community Communications Equipment. You agree that you will not do anything or authorise anything to be done which might affect the ownership of the Community Communications Equipment and that you will comply with all reasonable instructions of us or Community Communications to protect Community Communications ownership of the Equipment. You agree that without Community Communications prior written agreement, you will not remove or obscure any identification marks on the Equipment. You agree that the Equipment will not be altered, repaired, serviced, removed, moved, accessed, tampered with or interfered with by any person who does not have the authority of Community Communications to do so.
- b) You will not create (or attempt to create) any security interest, encumbrance, lien, charge or mortgage over the service or any part of the Community Communications Equipment.
- c) You will not interfere with or damage the Community Communications Equipment and you will take all reasonable care of the Community Communications Equipment.
- d) You are liable for any damage to or removal of the Community Communications Equipment, unless the damage or removal is caused by our contractors or Community Communications staff.

## 14 YOUR EQUIPMENT

- a) You agree to ensure that any equipment used by you in connection with the Service:
  - i) is approved for use in connection with Australian telecommunications networks;
  - ii) is not used for any purpose other than the purposes for which it was approved; and
  - iii) is maintained in good repair and working condition.
- b) You acknowledge and agree that:
  - i) equipment that functions on a copper network may not function on the Community Communications WISP network;
  - ii) we have no responsibility for Your Equipment (including telephone handsets, medical alarms, security alarms, EFTPOS machines, fax machines, TTY machines);
  - iii) it is your responsibility to establish whether Your Equipment is compatible with your Broadband service and we accept no responsibility for establishing whether Your Equipment is compatible with your Broadband service. If you are in any doubt you should contact the supplier of Your Equipment;
  - iv) we strongly recommend that you do not use any alarm devices, especially medical alarm devices, with a Broadband service that does not have battery back-up.

## 15 ACCEPTABLE USE

- a) When using the Service you must comply with:
  - i) our Terms & Conditions, including our General Terms; and
  - ii) any rules, including any acceptable use conditions, imposed by any third party whose content or services you access using the Service or whose Network on which your data transmits.
- b) Any use of the Service assigned to your Premises is your responsibility. The terms of our agreement apply to you and also to anyone else who uses the Service (regardless of whether you give them permission to do so or not).
- c) You must ensure that any software you use in relation to the Service is properly licensed.



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- d) The use of a Local Area Network (LAN) for personal use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by customer service.
- e) All IP addresses provided by us for your use remain our property. Most Services include a static IP address. A new IP address may be allocated upon request. A fee may be charged to handle this request. When provided, you may configure your computer or modem to connect using a static IP address.
- f) We may at any time adjust aspects of the Service for security or Network management reasons, including, without limitation:
  - i) deleting transitory data that has been stored on our servers for longer than 90 days;
  - ii) delivering access and content via proxy servers;
  - iii) limiting the number of addresses to whom an outgoing email can be sent;
  - iv) managing the Network to prioritise certain types of Internet traffic over others; and
  - v) blocking or filtering specific Internet ports.
- g) You are responsible for providing any security or privacy measures for your LAN and any data stored on it or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred as a consequence to your failure to provide that security.
- h) You must take reasonable steps to ensure that others do not gain unauthorised access to the Service through your account. We recommend that you do not disclose your password to others and that you change your passwords (Service as well as your LAN wifi router) regularly.
- i) We may monitor use of the Service to investigate a breach (or suspected breach) of the Acceptable Use Policy or upon the request of an authorised authority.
- j) Where you provide your own wireless computer connection device, you are responsible for any loss caused by an unauthorised interception of the Service.
- k) We consider your use of the service unreasonable if you use it in a manner which is other than it was intended for. Below are some examples of uses which we consider 'unreasonable'. This is not intended to be an exhaustive list. :
  - i) if you are a residential customer using the service in a way which could not be reasonably regarded as ordinary personal use (e.g. a residential product cannot be used for commercial purposes);
  - ii) if you are a business customer, including a small to medium business customer, using the service in way which could not be reasonably regarded as ordinary business use;
  - iii) abnormal or excessive use of back to base services;
  - iv) using the service for the purposes of arbitrage;
  - v) using the service for communication which is not standard person to person communication.
- l) We consider the service to be unacceptable and in breach of this agreement. Below are some examples of uses which we consider 'unacceptable'. This includes but is not limited to:
  - i) use our services in any manner which improperly interferes with another person's use of our services or for illegal or unlawful purposes.
  - ii) You may not use any equipment or devices on our fixed wireless network which have not been approved by us.
  - iii) Using the service to wholesale supply of any service (including transit, refile or aggregate domestic or international traffic) on our network.
  - iv) using the service for fraudulent purposes;
  - v) if you provide us with false user information to use the service;
  - vi) using the service to send unsolicited or unwanted commercial electronic messages to individuals or businesses;
  - vii) using the service to gain improper access to another person's private or personal information;



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- viii) using the service to distribute or make available indecent, obscene, offensive, pornographic, illegal or confidential material;
  - ix) using the service to defame, harass or abuse anyone or violate their privacy;
  - x) contravening any applicable laws when you use the service including copyright laws;
  - xi) using the service to communicate with emergency service organizations where an emergency situation does not exist;
  - xii) using the service to distribute or make available material that is misleading or deceptive as to your identity;
  - xiii) infringing any person's intellectual property rights, including copyright, when you use the service;
  - xiv) using the service to monitor data or traffic on any network or system if you do not have the authorization of the owner of the network or system to do so;
  - xv) using the service in a way which interferes or disrupts the service, any computer system access through it or any other person's use of it;
  - xvi) using the service to obtain or attempt to obtain unauthorized access to any computer, system or network; or
  - xvii) using the service in a manner designed to compromise the security or interfere with the operation of the service or any other computer, system or network.
- m) Community Communications retains the right to terminate the Service if your use of the Service is found to be unacceptable and all outstanding moneys which Community Communications are entitled to under this agreement will become immediately due.

## 16 Service Charges and Billing

### 16.1 Service Charges

- a) You must pay the charges for the Service set out in the Pricing Schedule and any other charges set out in your application on or before the scheduled payment date or late payment fees might be incurred.
- b) The charges for the Service will depend on the Service options, features and characteristics for each Service option selected by you in your application.

### 16.2 Billing

- a) We will bill you for the charges for the Service in accordance with the billing period set out in the Pricing Schedule.
- b) Your bill will be electronically mailed to the email address provided by you to us from time to time. Printed-paper invoices requested by you will incur a monthly fee as specified in the Pricing Schedule or such other fee as notified by us to you from time to time

### 16.3 Variation of Charges

We may vary the charges payable for the Service at any time in accordance with our General Terms



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## 16.4 Commencement of Charges

Service charges will accrue from:

- a) the date of the Service Activation, where we provide you with the Required Equipment;  
or
- b) the date of the Service Activation, where we have made a first delivery attempt to provide you with the Required Equipment;  
or
- c) the date of the Service Activation, where you supply some or all of the Required Equipment yourself.
  - i) The date on which the service is first connected; or
  - ii) 7 days after the Service Activation, which ever happens first.

## 16.5 Payment

- a) You must pay the charges for the Service by direct debit payment from your credit card or nominated bank account.
- b) If the direct debit from your bank account, or from your credit card is declined for any reason we may impose a Decline Fee (as set out in the Pricing Schedule).
- c) If you provide us with your credit card details for the purposes of paying for the Service, we may:
  - i) charge all fees to your credit card on a monthly basis from the applicable date referred to;
  - ii) disclose your credit card details to, and obtain information from, any financial information or credit card issuer to verify the credit card details;
  - iii) take steps to verify that there is sufficient funds available on your credit card account to pay for invoiced fees; and
  - iv) charge any applicable Break Fee to your credit card immediately on notice of cancellation of the Service.
- d) Subject to your right to later claim a refund of your charges for certain Interruptions to the Service pursuant to the General Terms, you must continue to pay the charges for the Service even if:
  - (a) your computer is not working;
  - (b) you actively cease using the Service for any reason in circumstances where the Service is available for use; or
  - (c) the Service is unavailable, or has limited availability, for an insignificant period due to a network or system outage.



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## 17 Data Allowance, Plan speeds and Shaping

### 17.1 Monthly Usage Allowance

- a) Each Broadband Pricing Plan provides for an Usage Allowance that represents the Usage based on data traffic for download data only supplied over a contended service which can be used during a Billing Month (regardless of the number of days in that month).
- b) Each account is entitled to 2 top ups – called refills per calendar year. These refills are charged at half price of the monthly plan charge.
- c) You will be notified via email of your data usage when you have reached the following data usage:
  - i) 50 percent
  - ii) 80 percent
  - iii) 100 percent

### 17.2 Plan Speeds

The supplied speed is a maximum speed delivery, and circumstances external to Community Communications WISP may affect this delivery such as:

- iv) Weather Events
- v) Nearby (to either Community Communications infrastructure or client Premise) Construction activities
- vi) Foliage or botanical attenuation
- vii) Radio frequency noise caused by other devices (such as 5GHz wifi routers) as well as other fixed wireless internet service providers making use of the 5GHz public frequency bands.

### 17.3 Shaping

- a) If you exceed your Data Allowance, or if your usage affects other users of the Community Communications network, or is determined to be the activity of malware, illegal activities or large scale denial of service activities, then your access to the Broadband Service will be Shaped (Downstream and Upstream).
- b) In the case of Data Allowance being exceeded the shaping occurs automatically and can happen therefore outside business hours.
- c) Your usage will remain shaped until it is determined by Community Communications WISP staff, or its contractors, that the cause triggering the shaping has ceased.
- d) However, in case of Data Allowance exceedance the speed will revert back at 1 minute after midnight on the morning of the day that your monthly plan resets.
- e) A request for the removal of shaping or refill of a plan may only occur during business hours, whilst shaping may be automatically applied during and outside of business hours.
- f) Community Communications will endeavour to make contact via the supplied email address, from you to us, to notify you of any shaping events outside of those of data usage.

## 18 CANCELLATION, SUSPENSION OR VARIATION

### 18.1 Cancellation or suspension by us

Community Communications retain the right to cancel, suspend or restrict the supply of the Service to you in accordance with the General Terms or this agreement.

### 18.2 Cancellation or suspension by you

You may cancel the Service in accordance of the terms of this agreement



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## 18.3 Variations

- a) You may vary a Broadband Pricing Plan within the Broadband Service range to another Broadband Service Pricing Plan within that range.
- b) The variation for higher speeds are subject to the quality of the signal received at your premises and is thus not guaranteed to be able to be delivered by Community Communications.
- c) You may vary your plan only once per month and a total of four times in a calendar year without a fee being charged.
- d) Variations to your personal details can be made as often as required.
- e) Should you require a further variations over and above those set-out in 17.3 (c) above a fee for making a plan variation may apply as described in the Pricing Schedule.
- f) If you vary your Plan you are responsible for ensuring that the varied Service selected by you meets your requirements.
- g) The variation of your Service or Broadband Pricing Plan, will not affect the duration of the Contract Term.
- h) We will apply any fees paid in advance by you against the fees payable for the varied Service.
- i) If variations are applied during a billing period. The cost as well as the data allowance will be pro-rated for the remainder of the billing period.

## 19 MOVING PREMISES

- a) The Service may not be available from all locations. If you plan to move Premises you must make an Application at the new Premises and cancel your existing Broadband Service.
- b) If the Service is available at your new Premises:
  - i) we may accept your Application and provide the Service at your new Premises; and
  - ii) we will charge you a setup fee as specified in the Pricing Schedule, with the possibility of being given a 50% credit of the Wireless Radio (Wireless CPE) if the Wireless Radio (Wireless CPE) can be redeployed, subject to technical requirements.
- c) If your current Service is not available at your new Premises and you move before the end of the Contract Term and you are unable to continue any type of service from Community Communications at your new address, or you elect not to obtain an alternative service from us, then any applicable Break Fee will apply.

## 20 CUSTOMER SUPPORT

### 20.1 General Customer support conditions

You acknowledge that:

- a) Unless stated expressly otherwise on our Website, we provide customer support for connecting the Service to a single computer or router that meets the System Requirements. We will not provide customer support for the connection of additional computers (even if you have nominated Additional Users for the Service), or additional networking devices.
- b) We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- c) We do not provide technical support for Services under the following conditions:



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- i) running internal networks connected to the Service except in connection with Hardware that is specifically designed for that purpose;
- ii) running network services or providing network services to others via the Service;
- iii) running connectivity software
- iv) We do not guarantee that the Hardware will be compatible with any network of machines.
- v) The use of voice or video telecommunication services and products. The use of these are not guaranteed of this service unless expressly requested and agreed to in the Service.
- vi) We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Pricing Schedule at any given time, however best efforts will be made to achieve the lowest speeds in the pricing schedule at least once in a 24 hr period.
- vii) We are unable to provide support for software that was not supplied by us, including software Downloaded from the Internet.

## 20.2 Fault reporting and rectification

- a) You agree your Service is provided to you by us and not our upstream suppliers and you do not have a contract with our upstream suppliers. You agree to report to us – and specifically NOT to our upstream suppliers - any faults or other issues with the Broadband Service that you are obtaining from us.
- b) If your Fixed Wireless Service is faulty, it is not always required that for you to be at the Premises where the Fixed Wireless service is installed for the fault to be repaired. If however Community Communications requires you to be at the Premises during fault fixing, we or our contractor will contact you to arrange a suitable time.
- c) If you lodge a fault on the Service and a technician has attended your Premises, and the fault is found to be within your own equipment, you will be required to pay an Incorrect Call-Out Fee (as specified in the Pricing Schedule)
- d) If you lodge a fault on the Service and the fault is isolated to the wiring at your Premises (where either it does not exist, or it exists and is faulty), you can arrange for your own contractor to perform the work required to install or fix this wiring, or you can request that Community Communications perform the required work. If requested, Community Communications will arrange a technician to attend your premises for which you must be in attendance, and prior to commencing the work the technician will quote you a Variable Fee for Service based on the work required.
- e) If you experience a fault in respect of your connection to the Service, you can contact customer support by telephoning or emailing us or reporting the fault through our fault reporting on our website or social media pages.

## 20.3 Warranty

- a) We provide the Warranty Periods specified in the Pricing Schedule at no extra cost, with Equipment we supply to you. The Warranty Periods do not apply where you have supplied your own modem or other Equipment.
- b) If you notify us of a fault with the modem or other Required Equipment we have supplied to you, within their respective Warranty Periods, we will repair, replace or provide credit for the faulty item at no cost to you. However, if the fault was cause by:
  - i) any Equipment not provided by us (such as your computer);
  - ii) any interference caused by a Force Majeure Event;
  - iii) any interference with or modification to this Equipment or a failure to use it in accordance with the manufacturer's specifications or our instructions or as per our installation; or
  - iv) damage caused by you,

then we will charge you a fee, as specified in the Pricing Schedule, for the repair or replacement, including associated shipping and/or handling costs



# Customer Service Agreement for Fixed Wireless Internet Service

## 21 LIMITATION OF LIABILITY TO COMMUNITY COMMUNICATIONS

You agree that, where you acquire a Service from us under this Service Schedule, any reference to “we”, “us” or “our” in the liability provisions contained in clauses of the General Terms will be interpreted so as to include our upstream suppliers, its related Bodies Corporate and each of their respective personnel.

## 22 DEFINITIONS

In this Service Agreement the following definitions apply:

**Hardware** means a kit containing Required Equipment and Software ordered by you in your Application needed to connect to the Service.

**Upstream Supplier** means the networks operated by our peering and transit providers that provide backhaul, and domestic and international peering arrangements.

**Community Communications** means Community Communications Pty Ltd ABN 64 616 105 045.

**Fixed Wireless Customer Access Network** means the fixed wireless customer access network that forms part of the Community Communications Network.

**Network Boundary Point** means the Ethernet port marked LAN on the network termination device at your Premises.

**Related Body Corporate** has the same meaning as in the Corporations Act 2001 (Cth).

**Required Equipment** includes the Wireless Radio (Wireless CPE), Earthed shielded CAT 5e cabling, PoE injector, Antenna(e), Antenna mast, and any other Community Communications provided customer premises equipment that is required to access the Service.

**Service means the provisioning of internet Broadband Service**

**Software** means any software we supply to you for use in conjunction with the Service which may change from time to time, including any upgrades and manuals.

**System Requirements** means the pre-requisite computer hardware and operating systems software required for installation and customer support as specified on our support page on our Website. As a minimum it requires a network device (computer or router) that is capable of PPPoE authentication (username and password)

**Premises** means the location at which you request us to provide the Service.

**Wireless CPE means a Wireless Radio installed a your Premises. CPE = Client Premise Equipment**

**Wireless Radio** means the device that is used to communicated wirelessly to other devices over the Community Communications Network.



# Customer Service Agreement for Fixed Wireless Internet Service

## Appendix 1 – Pricing Schedule

### 1 About the Community Communications Pricing Schedule

Our agreement with you

- This is the Pricing Schedule that applies to Community Communications as part of our Terms and Conditions and applies to this agreement.
- The General Terms of our agreement and other General Conditions also apply to services.
- Amendment of this pricing schedule constitutes a variation which is subject to mutual agreement
- All prices are GST inclusive unless otherwise noted:

### 2 Broadband Services

#### 2.1 Residential

Speed (mbps)		Plan Description	Download Data Allowance (Upload = unlimited)				
Down	Up		50GB	100GB	250GB	500GB	1000GB
12	2	Base	\$40	\$50	\$60	\$70	\$80
22	4	XStreamer	N/A*	\$60	\$70	\$80	\$90
32	6	Utopia	N/A*	N/A*	\$80	\$90	\$100
			Total Data Allowance (Up and download)				
7	7	Videocaller	N/A*	\$60	\$70	\$80	\$90
2	1	Shaped					

\* N/A – Not available data allowances on that plan

Refill fees are charged at 50% of monthly plan fee (excl installation fee). Maximum of 2 refills per calendar year

#### 2.2 Business

Price per Month (excl. GST)	Speed (up and down)	Quota
\$95.00	25Mbps*	1000GB
\$150.00	50Mbps*	1000GB

\* Note that your service will be shaped to 10% of you speed during the hours of 6pm and 12am every day

#### 2.3 Installation Fee - Residential

Contract Term	Setup Fee (excl. GST)	Setup Fee (incl. GST) – Monthly
Month to Month – Prepaid. Partial self installation*	\$125	Nil
Month to Month – Pre-paid. Existing mast available	\$225	Nil
Month to Month – Pre-paid. Standard TV aerial mast required	\$300	Nil
Month to Month – Pre-aid. Extended mast or Non-Standard Wireless Radio required	\$450	Nil
Month to Mont – Pre-paid. Both extended Mast and Non-Standard Wireless radio	\$750	Nil
24 Months – Partial Self Installation*	Nil	\$9



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24 Months. Existing mast available	Nil	\$14
24 Months – Standard TV aerial mast required	Nil	\$20
24 Months. Extended Mast or Non-Standard Wireless Radio required	Nil	\$27
24 Months. Both Extended Mast and Non-Standard Wireless Radio required	Nil	\$45

\* Partial Self Installation.

- i) A site survey might have to be conducted prior to agreeing to this option.
- ii) The client is expected to provide sturdy mast on which the standard Wireless Radio can be mounted and the customer has also pulled the Community Communications provided shielded CAT 5e from the mast to the termination point and has installed the provided face plate.
- iii) Hardware provided by Community Communications will be delivered at least 1 week prior to final installation.
- iv) Community Communications are only expected to terminate both ends of the provided shielded CAT 5e cable and to mount and align the Wireless Radio within 1.8m above roof level and ensure an acceptable service is provided at your Premises.
- v) Masts and all other hardware is available from Community Communications at cost plus 15% for Partial Self Installation.

## 2.4 Installation Fee - Business

Same as Residential installation however a once off additional \$99 (excl. GST) admin fee is charged

## 3 Incorrect Call-out fee

A minimum of \$150 (excl GST) for an incorrect call-out fee will be charged or at a rate of \$75 (excl GST) per hour starting from the technician departs for the call-out until his return either to our place of business or the next job allocated to the technician, whichever is the higher amount.

## 4 Contract Break Fees

The base contract break fee is calculated at the remaining monthly term multiplied by the minimum data allowance plan of the initial signed up Speed Service regardless of what plan was in place at the time of the termination notice.

## 5 Other Fees

### 5.1 Customer Premise WiFi Router / Access Point

Community Communications can provide a WiFi router/access point(s) to the customer that is compatible to the Service at a cost of \$120 (including GST) per WiFi router/access point. This is only be available during initial installation. If it is requested at a later stage a call-out fee may also apply.

### 5.2 Handling Fee



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Refunds are provided via credit card. If a refund is required via a means other than credit card, a handling fee of \$10 may be charged.

American Express or Diners Club credit cards incur a handling fee of 5% of the transaction fee.

## 5.3 Interest Charges

Interest is chargeable at 1% per month, charged after 7 calendar days from the due date

## 5.4 Printed Invoices

Printed invoices are charged at \$5-00 per invoice per month.

## 5.5 Reconnection Fee

If your service is suspended at your request, or by our action due to failure to comply with the billing policy or General Terms, a reconnection fee of \$99 (excl GST) will be charged.

## 5.6 Decline Fee

We do not currently charge customers a fee if a direct debit payment is declined or a cheque is dishonoured. However, in future we reserve the right to pass on any such charges imposed by our bank. If we do introduce a Decline Fee, we will update our Pricing Schedule with the amount of the charge in accordance with the General Terms. Please refer to the most recent version of this Pricing Schedule, available on our website.

## 5.7 Hardware Replacement Fee

As per above if hardware supplied is damaged at the fault of the customer, a hardware replacement will incur a \$150 fee plus \$150 for attendance, totalling \$300 for standard installations. Where Non-Standard Wireless CPE equipment and masts are used, the price is a minimum of \$450 up to a maximum total of \$750. The prices quoted in this section are all excluding GST

## 6 Community Communications WISP Billing Policy

- a) We may bill you:
  - i) for recurring or fixed charges, in advance
  - ii) for variable charges, in arrears
  - iii) for installation or set-up charges, after installation;
  - iv) for any equipment, you purchase or rent from us;
  - v) for any other charges set out in your Application or the Pricing Schedule, in accordance with the Pricing Schedule or the Service Description.
  - vi) using another invoice in the same month for billing alignment purposes where applicable; and
  - vii) for any amount owing to any Community Communications related Entity.
- b) We will bill you in accordance with the billing period described in the Service Description or Pricing Schedule. We can also issue an interim bill in the following circumstances:
  - i) you change your existing plan;
  - ii) you request a new service to be connected;
  - iii) you relocate an existing service; or
  - iv) you request to be invoiced for any 'unbilled' charges.
- c) Bills will be calculated by reference to data recorded, logged or received by Community Communications or our Suppliers. You acknowledge that in calculating charges we need only look at that data as recorded, logged, or received by our Suppliers or us.



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- d) We try to include all charges relating to a billing period on that bill. Where that does not happen, bills may include charges from previous billing periods. We will not bill for charges older than 200 days from the date the charge was incurred.
- e) We may reissue any bill if any error is subsequently discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to any Community Communications Entity.
- f) Subject to Appendix 1 (Billing Disputes), you must pay each amount billed by the due date specified in the bill and in the manner specified in the Service Description or the Pricing Schedule.
- g) When you pay by direct debit or credit card you acknowledge and agree that:
  - i) you must give us at least 14 days prior notice if you no longer wish to pay by direct debit or credit card;
  - ii) you must provide to us current and valid credit card or direct debit details;
  - iii) your credit card or direct debit account will be debited on the due date of a bill unless your payment for that bill is made by other means and is received by us at least 1 business day prior to that date;
  - iv) paying by American Express or a Diners Club card will incur an additional charge as outlined in the Pricing Schedule; and you may be charged additional fees in accordance with clauses 5.2 and 5.5 if your payment is late or dishonoured.
- h) If you do not pay a bill by its due date, then:
  - i) Interest is payable commencing 7 days after the due date
  - ii) you must pay our reasonable expenses and costs in recovering payment from you such as the costs of engaging a mercantile agent to collect the overdue amounts; and
  - iii) we can suspend or cancel the Service in accordance with the General Terms.
- i) If you pay a bill:
  - i) by direct debit and there are insufficient funds in the account or your account details are not current and valid; or
  - ii) by cheque and the cheque is dishonoured,
  - iii) we reserve the right to pass on any decline fee.
- j) You must pay the charges in the bill without any set-off, counter claim or deduction.
- k) If you owe to any Community Communications Entity an outstanding debt which is not the subject of a valid billing dispute and you no longer acquire a service from that Community Communications Entity, we may apply the debt to your current account and bill you for it. You must pay the outstanding amount by the due date specified on your bill or we may take action in accordance with this agreement.
- l) If you wish to dispute a charge or fee in a bill, you must follow our complaint handling process described on our Website at: <https://comcoms.com.au>
- m) If you raise what we reasonably consider to be a genuine billing complaint before the due date on the bill:
  - i) your obligation to pay the disputed charge or fee may be suspended pending our investigation and resolution of the dispute; and
  - ii) you must pay all non-disputed amounts in the bill in accordance with this agreement.
- n) If the Service is suspended in accordance with our CRA, then you will not have to pay any charges for the Service while it is suspended. However, if the Service is suspended by reason of any of the circumstances referred to in the General Terms, or at your request of the General Terms, you must pay a reconnection fee as set out in the Pricing Schedule prior to the expiration of the suspension and recommencement of the Service.
- o) If the Service is cancelled for any reason you still have to pay all charges incurred before cancellation. We will refund any overpayment on your account and any money that you have



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paid in advance for the cancelled Service on a pro-rata basis to you. However, subject to any Billing Disputes, we can deduct from your refund any amount that you owe to us, such as charges you have incurred before cancellation or any applicable Break Fee.

### 7 Warranty Periods

Warranty Item	Warranty Period
Radio Receiver	24 Months
Extended Mast	24 Months