

# Applicant Declaration

The Customer ("You") apply to The Company ("we" or "us") for the supply of service numbers and/or for the supply of Internet services as specified and/or for the supply of Data services as specified and the supply of any equipment related to the provision of these services as specified in this application. You acknowledge that: Telephone Services and/or Data Services and/or Internet Services as listed in this application are subject to our Standard Form of Agreement which is a Standard Form of Agreement for the purposes of Part 23 of the Telecommunications Act 1997 (CCA). By signing this application, you agree that you have been given the opportunity to read, or have read, and agreed to abide by the terms and conditions set out in the Standard Form of Agreement. This application is accepted by us at the time your Telephone Services, Internet Services, Data Services are activated. If you agree to a minimum term contract then the following early termination charges will apply if you terminate during that minimum term:

Internet Connection Services

Business Phone Services - Minimum monthly commitment per line or channel x months remaining in contract.

By submitting this application, the person submitting this application warrants that they are duly authorised to execute this application on behalf of the Customer.

## Privacy & Spam

We will collect personal information about you or information about your company, including but not limited to your electronic contact details such as email address and telephone numbers for the purpose of administering the services for which you apply, and as set out in our privacy policy. Please contact us directly to obtain a copy of our privacy policy. If you would prefer that we do not use your personal information and/or business information for direct marketing and/or for sending commercial electronic messages.

## Credit Checks

MeshTelco may give information about you to a credit reporting agency to obtain a consumer credit report about you and/or allow the credit reporting agency to create or maintain a credit information file containing information about you. This information may include the details given by you on this form (including your driver's licence number), the fact that you have applied for credit, information regarding any payments that are more than 60 days overdue or any cheques which have been dishonoured more than once or information that, in the opinion of MeshTelco, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations). This information may be given before, during or after the provision of credit to you. This disclaimer applies whether or not your application for credit is approved.

## National Relay & Interpreting Service

The Australian Government provides services to assist in understanding & communicating with us. The National Relay Service contact number is 133 677. The number for the Translating & Interpreting Service is 131 450.

# MeshTelco Terms and Conditions

This is the contract between MeshTelco Pty Ltd for the supply of Internet Solutions specified on the quotation form and [Customer Company Name] ABN [customer ABN]. The aim of this document is to ensure that you know your rights and obligations when using the service as well as our rights and obligations.

## Application and Variation of the Contract

1. This contract is the terms on which we provide the service to you and supersedes any previous contracts set by us.
2. Additional work to each location is to be requested via email and quoted upon separately. Once work is completed and commissioned it will be covered under this agreements terms and conditions.

## Services

### 1. Service Overview

- MeshTelco will supply you with an Internet Solution to allow real time monitoring of the network as well as its usage.
- MeshTelco will provide you with 24/7 monitoring as well as 24/7 help support.
- MeshTelco will provide updates to the network software as required.
- If you have features for your phone with your current provider those features will come across to us and will be charged accordingly, e.g. Call number display is \$6.00 extra per month.

### 2. Continuity of Service

- We do not take responsibility for any loss, damage, liability or expense resulting for the lack of continuous provision of service through any Broadband system which we do not control.
- MeshTelco will provide a solution to obtain access to the internet but cannot guarantee connection to any particular internet site

### 3. Loss of Business

- We do not take any financial responsibility for any loss of current or potential business resulting from the provision of Wi-Fi service to the property.

## Billing and Collection

### 1. Billing

- All prices quoted in this contract and otherwise for MeshTelco services and products are GST exclusive.

### 2. Payment term

- The [Customer Company Name] will guarantee to pay all valid tax invoices issued within 14 days from receipt of invoice. Late fees set by MeshTelco will apply to outstanding invoices over 30 days will be reflected on the following invoice.

### 3. Collection

- Should MeshTelco ever have to use a collection agency to collect unpaid revenue or invoices from [Customer Company Name], then [Customer Company Name] agrees to pay all collection costs and interest fees associated with said collection and payment of outstanding invoices.

# Customer Responsibility

1. The Customer must not connect any unauthorized equipment to the service.
2. [Customer Company Name] are to provide fixed power points as required for Wi-Fi equipment to be powered.
3. [Customer Company Name] are to advise of any work or retrofits that may affect the Wi-Fi access points.
4. [Customer Company Name] are to provide a safe working environment for all MeshTelco employees or contractors working on site.
5. [Customer Company Name] are to advise on safety requirements (ie: smoke/fire alarm detection systems) and to be responsible for all arrangement on notification to fire departments on the possibility of accidental triggering of alarm that may result during the installation period. Any charges resulting from accidental triggering of alarm shall be borne by [Customer Company Name].

# Our Responsibilities

## 1. **Connection of Service**

- Meshtelco will employ an approved contractor to install Access points to all locations agreed upon as per the **service overview** clause.

## 2. **Outages**

- We will endeavour to restore services resulting from our equipment failure within 24 hours (business days) for critical faults, and 72 hours (business days) for non-critical (partial) faults.
- Restoration of services resulting from outages, (where MeshTelco its products, services or equipment has been deemed responsible), where possible will be kept within indicated times, but may vary in the event of exceptional circumstances. Please refer to attached SLA.
- MeshTelco will not accept any financial liability for loss of bookings or business due to Wi-Fi issues

## 3. **Reports**

- On request, MeshTelco will provide real time reports detailing condition of network, number of users and data used for any given period.

## 4. **Warranty**

- MeshTelco will provide [Customer Company Name] with a 12 month manufacturer's warranty on all equipment included in the initial installation.
- The 12 month warranty includes all service charges for replacing that particular piece of failed equipment that is under warranty. Any other work performed during that service call out, on non warrantied equipment will incur the \$250 plus GST for the work done within the first 2 hours, followed by \$110 per hour service fee thereafter, plus the cost of any additional equipment installed.
- The 12 month warranty does not include any faults or issues with cabling not installed by MeshTelco in the initial installation.

## 5. **Installation / Upgrade**

- Prior to an MeshTelco technician arriving at the premises [Customer Company Name] must ensure that;
  1. MeshTelco technicians have agreed access to the premises to undertake and complete the Internet Solutions installation.
  2. MeshTelco is made aware of any inductions to be completed prior to commencing work.
- 6. Termination of Service**
  - Termination of service can occur by either party(ies) request.
    1. Termination of service by [Customer Company Name] to MeshTelco (or vice versa) requires 30 days notice in writing. This applies at any time the physical provision of service is current, regardless of whether the contract is current or has expired. This 30 days notice of termination must be given in writing.
    2. [Customer Company Name] can opt to pay 30 days monthly management fee to MeshTelco in lieu of giving 30 days notice to terminate the service.
    3. Reasons for termination must be agreed as reasonable by both parties.
- 7. Ownership and Use of the Equipment and Facilities**
  - MeshTelco retains ownership of the softwares and programming also remains the property of MeshTelco in perpetuity. We reserve the right to remove such intellectual property and software on termination of this Agreement.
  - Any request of removal of equipment by MeshTelco will be charged to [Customer Company Name] at the hourly rate specified in this Agreement.
  - All new equipment provided by MeshTelco is covered by a 12 month limited warranty
- 8. Wireless Internet Solutions Support Facilities**
  - We will provide you with a 24/7 support helpdesk service.
    1. If you or any of your guests are experiencing any difficulty with access to the network, you can contact support on 1300 080 820. Or by E-mail on support@meshtelco.com.au
    2. MeshTelco will only offer support pertaining to MeshTelco's networks and WiFi related equipment and cannot offer support on 3rd party software and customers personal equipment issues.
- 9. Force Majeure**
  - If the party is unable, as a result of force majeure, to carry out their obligations under this agreement, they shall give the other party prompt written notice of the occurrence and particulars of the act, event or cause constituting the force majeure and, in so far as known, the probable extent to which it will be unable to carry out such obligations for the period provided the party has used all possible diligence to overcome or remedy the force majeure as quickly as possible.
  - MeshTelco is not liable for any failure to perform, or for any delay in performing any of its obligations under this Agreement where the failure of delay is occasioned by:
    1. strike or other industrial action;
    2. any act or omission of the Customer or any third party, including failures or delays by other suppliers;
    3. legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licenses or authorities;

4. fire, flood, war, bankruptcy, cable cut, vandalism, or any other act of God or act of nature; or
5. any other event beyond MeshTelco's reasonable control.

#### 10. **Proper Law and Jurisdiction**

- The laws in Victoria shall govern this agreement and the parties submit to the non-exclusive jurisdiction of the Courts of that state.

## DEFINITIONS

<b>Agreement:</b>	Signed documentation between the Customer and MeshTelco
<b>Attachments:</b>	Any files or documents that are attached to an email.
<b>Equipment:</b>	Wireless Internet Solutions equipment provided by MeshTelco
<b>MeshTelco:</b>	MeshTelco Pty Ltd - ABN 73 606 840 322
<b>Force Majeure:</b>	Means any act, event or cause beyond the reasonable control of the party concerned including, but not limited to, acts of god, perils of the sea, war, sabotage, riot, storm and tempest, earthquake, landslide, explosion, strike and other labour difficulties (Whether or not involving employees of the party concerned) or failure of the internet or world wide web.
<b>General Traffic:</b>	All traffic that is not classified as local or internal traffic.
<b>Individual Outage:</b>	An outage that results in downtime, affecting the Wireless Internet
<b>Hotspot Outage:</b>	The inability to deliver the service which has been established as the fault of MeshTelco or its equipment. We accept no responsibility for the provision of nbn or ADSL to the premises or outages as a result of your Internet Providers actions.
<b>Premises:</b>	The physical address where the service is connected.
<b>Spamming:</b>	Spamming is the unsolicited and unauthorized sending of messages of any kind to businesses and people who do not know you personally and have not agreed to receive your messages.
<b>Upload:</b>	Any data that is sent by a computer to the internet. Written Notification: acceptable forms of Written Notification are email, fax or registered mail.
<b>You, Your, Customer, Operator, Applicant:</b>	The account holder as per the name given on application.