

## Terms and Conditions

### 1. General

- 1.1. Throughout any Agreement. "EHW TECH" shall mean EHW Technology PTY LTD ABN: 32 113 150 780 of PO Box 1604, Mackay QLD 4740 Australia.
- 1.2. Once an application has been processed and accepted by EHWTECH, EHWTECH will supply and the Customer agrees to acquire the Service(s) ("Service(s)') specified in the Schedule(s), on these terms and conditions to the extent of any inconsistency between these terms and conditions, and any Service(s) Schedule(s), these terms and conditions will prevail. By accepting the supply of Service(s). the Customer accepts these terms and conditions
- 1.3. The Customer acknowledges that the terms and conditions of this Agreement, including any fees, rates and charges, may be varied from time to time by notification, and without notification, if the variation arises because of a change in law or the regulatory environment.
- 1.4. The Customer agrees to provide relevant details and sign any necessary forms or other documents relevant to a Service(s) it has selected, including any necessary to effect a transfer of Service to EHWTECH and the Customer authorizes EHW TECH to complete any necessary forms on its behalf.
- 1.5. EHW TECH shall use reasonable endeavors to provide the Service(s), but it shall not be liable if it is prevented, hindered or delayed from providing the Service(s) for any reason whatsoever.
- 1.6. While EHW TECH will endeavour to provide Service(s) of a reasonable quality, EHW TECH does not warrant the quality of the Service(s) nor does EHW TECH make any claim as to the quality of Service(s) provided by any third party. EHW TECH does not provide a maintenance Service(s) for the ADSL/NBN network delivery system directly. Provision of the Service(s) is conditional on the Customer having a Wholesaler PSTN line, billed to them by the Wholesaler, which is capable of being conditioned by the Wholesaler for the purposes of carrying ADSL traffic across the Wholesalers network
- 1.7. The Customer agrees that it will not resell or re-supply any of the Service(s) unless it has prior written approval from an authorized EHW TECH representative.

### 2. Charges and Billing

- 2.1. The Customer must pay to EHW TECH the charges for the Service(s) plus any applicable GST. The charges for the Service(s) are:
  - (a) the fees, rates and charges that are set out in the relevant Service(s) Schedule(s) (ADSL Application and other applicable documents and as otherwise notified to the Customer from time to time: or
  - (b) If no charges are set out in the relevant Service(s) Schedule, EHW TECH's standard corporate fees, rates and charges applicable at the time of supply of the relevant Service(s).
- 2.2. EHW TECH may impose a credit limit on the Customer's account and/or require payment of a security deposit or interim payment, at its sole discretion at any time. EHW TECH may at any time apply the Customer's security deposit to meet any cost, loss or liability incurred as a result of failure by the Customer to comply with these terms or to pay any amount payable by the Customer to EHW TECH or its related bodies corporate. The Customer agrees that, where security is required, it will provide security to EHW TECH within the requested time and if it fails to do so the Service(s) may be immediately suspended and/or disconnected. If a Service(s) is disconnected, a reconnection fee may apply.
- 2.3. Electronic copy invoices for access and installation Service(s) will generally be issued monthly on or before the 15th of each month. However, EHW TECH will debit the customer's account/credit card on the following basis:
  - (a) Installation charge debited on advice from the Wholesaler of a planned activation date.
  - (b) Balance of first month's access debited on advice from the Wholesaler of a planned activation date. The pro rata charge for the first month will be from the Wholesaler's planned implementation date plus 7 days (to allow for delays)
  - (c) Subsequent month's access debited on, or shortly after, the first working day of the month
  - (d) Any excess usage charges debited on, or shortly after, the first working day of month following excess was incurred
- 2.4. The Customer must pay any bill (including any applicable GST) by its due date without any deductions or set off. The Customer agrees that if it fails to pay its bill by the due date then the Service(s) may be immediately suspended and/or disconnected. EHW TECH may charge the Customer interest on

any late payments at a rate of 2% per annum above the base lending rate or submit overdue accounts to a collection agency for further action. Should this occur, the Customer will be liable for additional collection fees imposed by the agency.

2.5. The Customer agrees that EHW TECH's records are prima facie evidence of the Customer's use of the Service(s) and the charges payable. The Customer agrees that any supply of Service(s) to any person making voice or data telephone calls from the number(s) nominated by the Customer is deemed to be authorized by the Customer to make those calls, and the Customer will pay all charges accordingly.

2.6. The Customer has agreed to receive or view its bills electronically it acknowledges that the electronic delivery of its bills constitutes notification of the charges contained in those bills and the due date payable and that EHW TECH will not issue a paper copy of those bills.

2.7. The Customer may elect to have its bills paid by way of a direct debit from an account held by the Customer at an approved financial institution or direct debit from a valid credit card. Changes to direct debit payments may take up to 30 days to be effected.

### 3. Liability

3.1. The Customer agrees that it will not use the Service(s) for any unlawful or improper purpose and will indemnify EHW TECH for any claim, cost, loss or damage arising out of its use of the Service(s). Except as required by law, EHW TECH will not be liable to the Customer or to any person claiming through the Customer, for any costs, loss, liability, damages, or consequential, indirect or economic loss whatsoever arising out of the acts, omissions or negligence of EHW TECH.

3.2. If EHW TECH is not able to so exclude liability, the Customer agrees that EHW TECH's total liability to the Customer is limited, at EHW TECH's option, to supplying the relevant Service(s) again or paying the cost of doing so.

### 4. Use and disclosure of Information

4.1. The Customer authorizes EHW TECH and its related bodies corporate to use and exchange Customer information before, during, and after, the provision of credit to the Customer with any of their agents and any credit reporting agency, credit providers and carriers the Customer's business references in accordance with the relevant State and Federal acts for the following purposes:

- (a) considering or applying EHW TECH's credit policy to the Customer's application;
- (b) ongoing credit management of Customer account(s) with EHW TECH or any of its related bodies corporate, including recovery of Customer overdue payments;
- (c) ongoing maintenance of credit records about the Customer;
- (d) to enable Service(s) delivery to the Customer; and
- (e) any other purposes permitted under the Telecommunications Act 1984.

4.2. The customer agrees that information referred to in Clause 4.1 includes but is not limited to:

- (a) details and status of any of the Customer's accounts with EHW TECH or its related bodies corporate;
- (b) identification of the Customer Service(s) numbers, whether withheld or not as required by any applicable law;
- (c) Customer credit history, including whether the Customer has made credit defaults, dishonored cheques or credit infringements;
- (d) Information about the Customer's creditworthiness or capacity.

4.3. "Customer" in this clause is defined to include the director of the Customer signing this form. The director signing this Agreement acknowledges that EHW TECH may do a credit check on him or her in their personal capacity.

4.4. Where the Customer is in default of payment to EHW TECH the Customer agrees that EHW TECH or its agents may utilize any information collected and recorded by EHW TECH or its related bodies corporate in relation to the Customer's account to assist EHW TECH in the process of debt recovery and may use debt collection agencies for that purpose.

4.5. Calls made to or from EHW TECH's Customer Service Centre(s) may be recorded for customer service training, improvement programs and verification purposes.

4.6. EHW TECH may obtain an alternative provider to provide Service(s) to the Customer. The Customer agrees to assignment of EHW TECH's rights under this Agreement to that alternative provider: and

irrevocably authorizes EHW TECH to execute on the Customer's behalf any documents necessary to give effect to that transfer.

4.7. Substitute Service(s) may not be available immediately. If substitute Service(s) are made available, they may be charged by the alternative provider at its then current rates and terms and condition, and the Customer will be billed accordingly.

4.8. The Customer should keep confidential all passwords it nominates in connection with the Service(s). The Customer acknowledges that EHW TECH will disclose any information in connection with the Customer's accounts to any who correctly quotes the passwords.

## 5. Termination

5.1. EHW TECH may terminate this Agreement at any time by giving the Customer thirty days written notice after the contract period minus 30 days.

5.2. EHW TECH may terminate this Agreement immediately on notice to the Customer, if the Customer; (a) breaches any clause of this Agreement and the breach is not remedied within 7 days of the receipt of written notice from EHW TECH; or (b) has a liquidator appointed, has an order made for its winding up, or has an administrator or a receiver appointed over all or a portion of its assets.

5.3. The Customer may terminate this Agreement at any time after the initial contract period.

5.4. One (1) month notice is required for termination of all internet services.

5.5. The Customer will remain liable for all charges incurred by the Customer prior to termination of this Agreement for whatever reason.

## 6. Governing Law and Entire Agreement

6.1. Unless the parties otherwise agree, this Agreement will also apply to any other Service(s) acquired by the Customer from EHW TECH in the future. If the Customer wishes to acquire additional Service(s), the parties will negotiate and attach an additional Service(s) Schedule to this Agreement.

6.2. These terms plus the terms of the chosen Service(s) constitute the entire Agreement between the Customer and EHW TECH in relation to Service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this Agreement.

6.3. The Customer must not assign any of its right or obligations under this Agreement without EHW TECH's consent.

6.4. Any notice under this Agreement whether required to be written or otherwise may be given by EHW TECH to the Customer by post, personal Service(s), e-mail or voice message.

6.5. These terms are governed by the laws of Queensland Australia.

## 7. ADSL2+ ULL Porting Authority

I hereby certify that as the lessee of the above services, or as an authorised representative (where applicable), that I have authority and request to port, acquire a new service, churn my telephone and/or broadband service or select a long distance provider. I acknowledge that the services will be carried over the networks of EHW TECH.

I further certify and understand the following:

7.1. I will relinquish any contractual rights with my current service provider, including, but not limited to discount plans.

7.2. Some functions and facilities that are available through your current service provider may not be available from your new service provider.

7.3. When porting your service from your current telephone or broadband (DSL) provider to your new service provider this may result in finalisation of your account for those services and though you have the right to Port your service, you are aware that there may be early termination charges and porting fees.

7.4. Queries in relation to faults or service provision must be directed to your current service provider until the transfer is affected.

7.5. In relation to my long-distance selection above, I understand that if I have not selected a provider that it will default to EHW TECH.

7.6. This Customer Authorisation is valid for 30 days from the date of signing, for a ULLS Port, however I understand that if needed. I authorise the Authority to be automatically extended by a further 30 days. An authorisation for change of Long Distance Pre-Selection is valid for 30 days, however I understand that if needed. I authorise the Authority to be automatically extended by a further 60 days. A local Call Churn and Broadband Churn authority is valid for 30 days.

7.7. A Local Call Churn can take up to 40 business days to become effective.

## 8. Customer Service Guarantee

For EHW TECH to be able to do this at the low charges we have offered it requires you to waive various rights that are specified in the Telecommunications Act. These rights, known collectively as "The Customer Service Guarantee" can be found on the Australian Communication Authority's website (<https://www.acma.gov.au/Industry/Telco/Carriers-and-service-providers/Universal-service-obligation/about-the-customer-service-guarantee-carriers-service-providers-acma>). You will see that Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2001 (Waiver of protection and rights by customers), allows EHW TECH to propose that you will waive the protections and rights provided under the Customer Service Guarantee (CSG). You are not obliged to agree to the waiver. EHW TECH is offering significantly lower installation costs for the included telephone service, but is only able to do so on the basis that it is not required to meet the performance standards set out in the Customer Service Guarantee. In agreeing to this document, you agree to waive your protections and rights under the CSG.

## 9. Privacy and Confidentiality

The Customer acknowledges and agrees that any duty of privacy and confidentiality owed to the customer by **EHW Technology PTY LTD** will not apply to any files, data or information which contain or are reasonably suspected of containing child sexual offences which are required to be disclosed by law.