SKY5G AUSTRALIA

Hardware Terms and Conditions

ISSUED BY	Wi-Sky Queensland Pty Ltd · ABN 91 613 554 546
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ONLINE	https://au.sky5g.global/legal/hardware-terms

This Hardware Terms and Conditions document (Agreement) is entered into between Wi-Sky Queensland (ABN 91 613 554 546) and the customer purchasing hardware equipment from Wi-Sky Queensland (Customer) in connection with internet data services and are subject to the terms and conditions contained in our Standard Form of Agreement at https://au.sky5g.global/legal/terms.

Hardware Options

Wi-Sky Queensland offers the following hardware options to its customers in connection with internet data services:

Sky5G Rural fixed wireless equipment, WIFI routers and AP's, Firewalls, switches and any other hardware equipment installed on customers premises (all referred to as Hardware).

General Conditions

When the Customer purchases Hardware from Wi-Sky Queensland, the following terms

apply:

1. Risk in the Hardware passes to the Customer upon delivery. Title (ownership) transfers upon receipt of full payment.
2. Wi-Sky Queensland may remotely update the software on the Hardware to improve performance and compatibility with its network. Any costs that may be associated with such
3. updates will be communicated to the Customer in advance, if required.
4. For some devices, software and firmware updates may be performed remotely from time to time, depending on the device’s capabilities and service requirements.

Billing

Hardware purchases will be billed up front, separate from any monthly plan fees. We do not currently offer repayment terms. Where Hardware is paid for by instalments, the Critical Information Summary for the related service sets out the repayment amounts and how any remaining balance is to be paid, and Wi-Sky Queensland will tell you the amount remaining before you change or cancel the related service.

Warranty

In addition to any guarantees under Australian Consumer Law, the Hardware (including cables, power cord and accessories provided with the Hardware) is covered by a repair and replacement warranty against defects in workmanship for 12 months from the date of purchase

Warranty Exclusions

The warranty will not apply if the defect, fault or damage arises because of any of the

following:

a. general wear and tear, not arising from a defect in workmanship or materials,

b. the Hardware is used with goods or services not supplied by Wi-Sky Queensland,

c. mistreatment, misuse, abuse, accident, negligence or failure to maintain the

Hardware by the Customer or someone else,

d. unauthorised modifications, alterations or use of the Hardware against Wi-Sky Queensland reasonable directions or documentation, or

e. an external event that is outside Wi-Sky Queensland control (e.g. fire, flood, power

surges)

In some cases, the Customer may still have rights under the Australian Consumer Law that

continue to apply. This section doesn't prevent the Customer from exercising those rights.

To make a claim under this warranty contact us on 1300 413 798**.**

Australian Consumer Law

The benefits given under these Terms and Conditions are in addition to other rights and

remedies that the Customer has under the law. The Hardware come with guarantees that

cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Hardware repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

For further information about your rights under the Australian Consumer Law, please visit accc.gov.au (http://accc.gov.au).

Replacement of Faulty Hardware

If Hardware is within the Warranty Period, meets the manufacturer's warranty criteria, and isn't subject to any Warranty Exclusion:

1. Wi-Sky Queensland will provide replacement Hardware,
2. Replacement Hardware will be like-for-like, subject to stock availability.
3. Wi-Sky Queensland reserves the right to repair or replace Hardware with refurbished units if required.
4. The Customer is responsible for properly packaging and returning the faulty Hardware (if required). Wi-Sky Queensland is not liable for any damage incurred during transit and postage.
5. If the faulty Hardware is required to be returned, but is not returned within 21 days of the Customer receiving the replacement, the Customer may be charged the cost of the replacement Hardware.

Subject to any obligations under the Australian Consumer Law, if the Hardware is found to be faulty due to reasons not covered under warranty, or if the return is made outside the

Warranty Period, the Customer is responsible for the replacement cost of the Hardware and associated postage / freight costs.

Non-faulty Returns

For return of non-faulty Hardware:

a. The Hardware must be returned within 14 days of delivery, unused and complete with all cables, accessories and original packaging.

b. The Customer must notify Wi-Sky Queensland of the reason for return prior to sending the Hardware back.

c. The Customer is responsible for ensuring the Hardware is properly packaged. Wi-Sky Queensland is not liable for any damage incurred during transit.

d. A credit or refund will be issued upon receipt and successful testing of the returned Hardware by Wi-Sky Queensland.

e. Instead of a refund, the Customer may ask to exchange the Hardware for different Hardware. A restocking fee, as set out in our published fees and charges (/legal/fees), may apply to non-faulty returns and exchanges.

Returns and Refunds in Other Circumstances

The limits on non-faulty returns above do not apply where a remedy is available to you under the Telecommunications (Consumer Protections) Industry Standard.

In particular:

1. If Wi-Sky Queensland changes its network, technology or service so that the Hardware no longer substantially meets your needs, and an equivalent service or other reasonable solution cannot be provided, you may choose to keep paying for the Hardware on the same terms or return it in good working order (packaging is not required) for a full refund;
2. If your decision to buy was impaired by a vulnerability at the time of purchase and you ask for relief within 6 months of purchase, you may choose to keep paying for the Hardware on the existing terms or return it for a refund of the payments you have made for it; and
3. If the Hardware or the related service was mis-sold to you, the remedies offered to you will include a refund.

An agreed remedy will be put in place within 3 business days unless otherwise agreed with you.

Limitation of Liability

Nothing in these Terms and Conditions excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any rights that you have under the Australian Consumer Law.

Other than as provided by the Australian Consumer Law, we make no warranties or guarantees regarding the Hardware’s performance, availability or fitness for any particular purpose.

We are liable to you in respect of:

1. liability that is non-excludable under law (including under the Australian Consumer Law), and

2. loss or damage that results from our breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct in connection with the Hardware, but not to the extent that it:
3. is caused by you,
4. results from your failure to take reasonable steps to avoid or minimise your loss or damage, or
5. is consequential loss (including but not limited to loss of profits).

If we are permitted to limit our liability for a failure to comply with a consumer guarantee under the Australian Consumer Law, then we limit our liability for such a failure to repairing or replacing the Hardware or the payment of the cost of having the Hardware repaired or replaced, provided that it is fair and reasonable for us to do so.

You are liable to us in respect of loss or damage that results from your breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct in connection with your use of the Hardware but not to the extent that it:

1. Is caused by us,
2. Results from our failure to take reasonable steps to avoid or minimise our loss or damage, or
3. Is consequential loss (including but not limited to loss of profits).
4. To the extent permitted by law, a party's total aggregate liability to the other for any loss or damage that does not arise from the Australian Consumer Law, a breach of contract, negligence, fraud, unlawful conduct, criminal conduct or wilful misconduct is limited to the greater of price paid for the Hardware or $10,000.

The provisions of this clause survive the termination of any agreement under which the Hardware is supplied to you.

Privacy and Data Usage

The Customer acknowledges and agrees that Wi-Sky Queensland may collect, store, and use certain data related to the use of the Hardware, including but not limited to IP addresses and Hardware serial numbers. Such data collection shall be conducted in accordance with Wi-Sky Queensland Privacy Policy, available at https://au.sky5g.global/legal/privacy?lang=en.

By purchasing and using the Hardware, the Customer consents to the collection, storage, and use of their data as described in the Privacy Policy. Wi-Sky Queensland shall take reasonable measures to protect the confidentiality and security of customer data in accordance with applicable laws and regulations.

The Customer understands that Wi-Sky Queensland may update or revise its Privacy Policy from time to time and agrees to review the Privacy Policy periodically for any changes or updates.

Intellectual Property Rights

Unless otherwise agreed by the parties in this agreement, nothing in this Agreement shall transfer any IP Rights from one party to the other party and we or our licensor, shall retain

ownership of all IP Rights in the Hardware.

The Customer acknowledges that the Hardware may contain software licensed by a third

party and embedded in or pre-loaded on the Hardware and necessary for the proper

functioning of the Hardware (Embedded Software). Ownership of the IP Rights in Embedded Software does not transfer to the Customer and its possession and use are subject to the licence terms of the licensor.

Wi-Sky Queensland hereby grants (or shall procure the grant of) the right for the Customer to possess and use the Hardware for the purposes for which the Hardware has been supplied.

Severability

If one or more parts of this Agreement could be read in a way which is illegal, unenforceable, or invalid, but can also be read in a way that makes it legal, enforceable and valid, then the clause is to be read in the way that makes it legal, enforceable and valid.

If one or more parts of the Agreement are illegal, unenforceable, or invalid, then that part

will be severed from the Agreement without affecting the legality, enforceability and validity

of any other part of the Agreement.

General

This Agreement is governed by the laws of Queensland and Australian laws.

This Agreement (together with any documents referred to in this Agreement including any

third party warranty information or End User Licence Agreement) constitutes the entire

agreement between the parties concerning the Hardware Equipment and supersedes all

prior or concurrent agreements or understandings.

Wi-Sky Queensland may change these Terms and Conditions. As they form part of the Standard Form of Agreement, Wi-Sky Queensland will give you written notice at least 20 business days before a change takes effect, using your preferred communication method, unless the change is required by law or regulation or a third party has not given sufficient notice. Any other modifications or amendments to this Agreement must be made in writing.

Definitions

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
Consequential Loss means a party’s loss of profit, revenue or goodwill, and any loss that cannot fairly and reasonably be considered to arise naturally or directly from the relevant breach or event.

IP Rights means all rights (whether created before, on or after the date of this agreement and whether registered or unregistered) in respect of copyright, trade marks, patents, designs, protection of confidential information, circuit layouts, inventions, know-how, product or business concepts and any other identifiable result of intellectual endeavour, whether arising under statute or otherwise.