SKY5G AUSTRALIA

Terms of service

ISSUED BY	Wi-Sky Queensland Pty Ltd · ABN 91 613 554 546
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Introduction

Wi-Sky Queensland Pty Ltd (ABN 91 613 554 546), referred to in this agreement as Wi-Sky Queensland, operates a broadband internet network and supplies broadband internet services under the Sky5G and Sky5G Rural product names. Wi-Sky Queensland holds carrier licence 536 under the Telecommunications Act 1997 (Cth).

You, by submitting to Wi-Sky Queensland your Application for Services, have applied to Wi-Sky Queensland, for Wi-Sky Queensland to provide you with your Service, at your Premises. Telecommunications legislation (Section 479 Telecommunications Act 1997 (Cth)) allows Wi-Sky Queensland to set out standard customer terms in a Standard Form of Agreement (SFOA). This SFOA, together with the other documents listed below, form Wi-Sky Queensland

Your Application for Services. Your completed application and accepted order record identify your service and premises.

Document	Online link
Application for Services: your completed application and accepted order record, which identify your service and premises	Online application
Customer Relationship Agreement	Â—
Service Description for your service, detailed in Section B of the Customer Relationship Agreement	Â—
Service Level Agreement for your service, if applicable	Â—
Critical Information Summary for your selected service	Critical Information Summaries
Promotion terms and conditions for any applicable Wi-Sky Queensland promotion	Â—
Installation, Relocation and Cancellation Policy	Â—
Account Contacts and Authorised Representatives	Â—
Fair and Acceptable Use Policy	Fair and Acceptable Use Policy
Credit Management Policy	Â—
Financial Hardship Policy	Financial Hardship Policy
Complaints Handling Process	Complaints Handling Process

Domestic, Family and Sexual Violence Policy	Domestic Family and Sexual Violence Policy
Hardware Terms and Conditions	Â—
Privacy Policy	Privacy Policy

The current policy directory and related customer information are available online. Ask us for a copy if you cannot access a document. The service documents applicable to your order must be identified and made available before acceptance.
Plans and policies (https://au.sky5g.global/policies)

Related information: Financial Hardship Policy Summary (https://au.sky5g.global/legal/hardship-summary?lang=en)

Related information: Apply for hardship help (https://au.sky5g.global/financial-hardship-application)

Related information: Credit Reporting Policy (https://au.sky5g.global/legal/credit-reporting?lang=en)

Related information: Network Outage Policy (https://au.sky5g.global/legal/outage?lang=en)

Related information: Data Breach Response Plan (https://au.sky5g.global/legal/data-breach?lang=en)

Related information: Deceased Customer Account Policy (https://au.sky5g.global/legal/deceased-customer?lang=en)

Related information: Online safety and family friendly filters (https://au.sky5g.global/legal/online-safety?lang=en)

Related information: Modern Slavery Statement (https://au.sky5g.global/legal/modern-slavery?lang=en)

The Wi-Sky Queensland Customer Relationship Agreement sets out the terms and conditions as it applies to your service. Unless you and Wi-Sky Queensland have agreed differently, both you and Wi-Sky Queensland must comply with the terms and conditions of this Customer Relationship Agreement.

The terms and conditions of Wi-Sky Queensland Customer Relationship Agreement impose rights, duties, obligations and benefits, and bind both you and Wi-Sky Queensland in relation to your service. Before you sign to accept the terms and conditions of Wi-Sky Queensland Customer Relationship Agreement you should read the above and ensure that you understand the Customer Relationship Agreement and other documents above.

Your electronic or handwritten signature as part of submission application and agreement to services from Wi-Sky Queensland confirms that you request that Wi-Sky Queensland provide your Service, and you agree to be bound to the terms and conditions, including those as altered by Wi-Sky Queensland from time to time, of Wi-Sky Queensland Customer Relationship Agreement.

Wi-Sky Queensland may, at any time, including during the Term of the contract for your services, alter the terms and conditions of the Customer Relationship Agreement in order to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between Wi-Sky Queensland and customers including you. Wi-Sky Queensland will notify you of alterations to the terms and conditions of the Customer Relationship Agreement only if the effect of the alteration is detrimental to you, and not otherwise.

You undertake to regularly review the terms and conditions of the Customer Relationship Agreement and to comply with any altered terms and conditions of the Customer Relationship Agreement.

Your continued use of your service with Wi-Sky Queensland constitutes acceptance of any alteration made by Wi-Sky Queensland to the terms and conditions of the Customer Relationship Agreement.

Age

To make an Application for Services for any of Wi-Sky Queensland residential, business or other fixed wireless broadband Internet services, you must be at least 18 years of age. You confirm this at signup.

Application for Services becomes Customer Service Agreement

You acknowledge and agree that the details that you submit to Wi-Sky Queensland in your Application for Services will be captured by Wi-Sky Queensland, and that these details will be the basis of your service that Wi-Sky Queensland provide to you at your premises during the term, and that these details will form part of the Customer Relationship Agreement for your services.

Representation and Warranty

You represent and warrant to Wi-Sky Queensland that:

1. You have the power, capacity and authority to enter this Customer Relationship Agreement, and to sign and execute this CRA as, or on behalf of, the owner, or duly authorized occupier, of your premises to which your service is to be provided and which is identified in your application for services;
2. All information provided by you in your application for services is accurate truthful and correct; and
3. You will inform Wi-Sky Queensland of any changes to the details provided on your application for services, which are relevant to your service or account. These include your personal, administrative and financial details, such as your address, telephone number, your debit or credit card history or other details provided in relation to making payments for services that you have requested that Wi-Sky Queensland provide to you.

Date of commencement of Services

If Wi-Sky Queensland accepts your Application for Services, your Service will commence on the date that the service is installed and operating.

Wi-Sky Queensland Customer Relationship Agreement is binding on you

Submission of your Application for Services to Wi-Sky Queensland and your **electronic or handwritten** signature confirms that you agree to the terms and conditions, including those as altered by Wi-Sky Queensland from time to time.

By agreeing to this Customer Relationship Agreement you request that Wi-Sky Queensland provide your service, and you agree to be bound Wi-Sky Queensland Customer Relationship Agreement. Once Wi-Sky Queensland accepts your Application for Services and installs the service, Wi-Sky Queensland Customers Relationship Agreement is formed between you and Wi-Sky Queensland. The terms of that Customer Relationship Agreement will bind you, and will bind any executor, administrator, transferee, assignee, liquidator or duly appointed trustee in bankruptcy of you, for the Term.

Permission - Owners

As owner of your premises you give permission for Wi-Sky Queensland to install equipment necessary to provide your service at your premises.

Permission -Tenants

It is your obligation to obtain all necessary permissions -

a) If you are not the owner of your premises then you must obtain sufficient permission, from the owner of the property, for Wi-Sky Queensland to access the property, to install, test, maintain, replace, repair or remove the equipment necessary to provide your service.

b) As tenant of your premises you confirm that you have obtained from the owner and/or landlord and/or agent all consent necessary for Wi-Sky Queensland to install equipment necessary to provide your service at your premises.

c) If the owner does not give you permission, then You must notify Wi-Sky Queensland prior to Wi-Sky Queensland commencing any work at your premises.

d) In the event that you have not obtained sufficient permission, you indemnify Wi-Sky Queensland against any claim or costs incurred by Wi-Sky Queensland that the owner of the property makes against Wi-Sky Queensland, Wi-Sky Queensland employees or contractors as a consequence of Wi-Sky Queensland entry onto the property, and/or any works conducted on the property.

Wi-Sky Queensland Equipment

The radio equipment and radio power supply supplied by Wi-Sky Queensland and installed at your premises to connect your service remains Wi-Sky Queensland property. You agree to provide a suitable power supply for the equipment, and you agree to provide a suitable location for the equipment to be installed. You must not sell, lend, remove or part with Wi-Sky Queensland equipment, except if it is removed in accordance with our instructions and approval. In the event that any of Wi-Sky Queensland equipment is lost, stolen or damaged, (excusing fair wear and tear) you agree to pay Wi-Sky Queensland for any such loss, theft or damage.

For the avoidance of doubt, all equipment which Wi-Sky Queensland installs on any customer's property remains the property of Wi-Sky Queensland, and is not owned, to be operated by or interfered with, by you. On cancellation of your account, Wi-Sky Queensland will arrange to collect the radio equipment from the property at no charge, and you may leave it in place until then. Wi-Sky Queensland is licensed as a carrier (carrier licence 536) under the Telecommunications Act 1997 (Cth) and, in the event that Wi-Sky Queensland equipment, network or services might be interfered with, Wi-Sky Queensland network and services are protected by penalties applicable under that legislation.

Costs in relation to equipment

If Wi-Sky Queensland are required to service, repair, alter or replace your service or any equipment used for your service because you (including anyone with permission, implied permission, Your employees, agents or contractors) have breached the CSA, have been negligent, fraudulent, reckless or have otherwise interfered with Wi-Sky Queensland equipment, or because your equipment has failed due to your own act or omission, then Wi-Sky Queensland can and may charge you an additional fee or fees. This charge is also applicable to electrical power failures, surges and fluctuations caused by your own (including anyone with permission, implied permission, Your employees, agents or contractors) act or omission.

Alteration to the terms and conditions of the Customer Service Agreement

Wi-Sky Queensland may from time to time, including during your service, alter the terms and conditions of the Customer Service Agreement. Wi-Sky Queensland will alter the Customer Service Agreement if circumstances require that an alteration be made and these circumstances may include the following:

1. A change to legal, statutory or regulatory obligations requires that the changes be made;
2. A change in what costs, charges or taxes are to be imposed in relation to your Service;
3. For reasons related to security, either of privacy, information, technology or Wi-Sky Queensland voip or wireless and fixed broadband Internet network;
4. To accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between Wi-Sky Queensland and customers including you;
5. A general increase in fees for your Service or an increase in fees for ancillary services, provided that Wi-Sky Queensland offer an alternative Service at the same or lesser fee;
6. To maintain the integrity of the network from a technical standpoint;
7. To address any technical or administrative issue or error to resolve a conflict in the draft of the Customer Service Agreement;
8. To address, add, remove or change a special feature or offer that isn't contained in the Customer Service Agreement;
9. If Wi-Sky Queensland considers it necessary for commercial or operational reasons;
10. To accommodate increases imposed by suppliers for services or hardware we resell to you.

Wi-Sky Queensland will give you at least 30 days' notice of alterations to the terms and conditions of the Customer Service Agreement.