

AGREEMENT AND ACKNOWLEDGEMENT



DIRECT DEBIT ACKNOWLEDGEMENT

"You" request and authorise FuzeNet Pty Limited ABN 71 154 074 218 (FuzeNet) to arrange, through its own financial institution, a debit to your nominated account any amount FuzeNet has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System from your account held at the financial institution you have nominated above and will be subject to the terms and conditions of the Direct Debit Service Agreement.

By submitting this online application form you acknowledge that you have understood and agreed to the terms and conditions governing the debit arrangements between you and FuzeNet as set out in this application and in your Direct Debit Service Agreement.

CUSTOMER SERVICE GUARANTEE WAIVER

The Customer Service Guarantee (CSG) sets a minimum performance standards relating to telephone services. The CSG is administered by the ACMA and more information can be found here: [Customer Service Guarantee](#).

In accordance with the Telecommunications (Customer Protection and Service Standards) Act 1999 (Cth), and the Telecommunications (Customer Service Guarantee) Standard 2011 (No. 2), FuzeNet proposes that you waive your protection and rights in full for the services to be supplied by FuzeNet. As a customer, you are not obliged to waive your protections or rights in full, however you acknowledge that FuzeNet reserves its right not to provide you with a service should you not agree to waive your protections and rights in full.

The protection and rights set out in the CSG which we propose that you waive include:

- damages for breach of performance standards;
- time for payment of damages for breach of performance standards;
- right of contribution;
- guaranteed maximum connection periods;
- guaranteed maximum rectification period;
- information to be given to customers; and
- making and changing appointments.

APPLICABLE FUZENET POLICIES AND STANDARD FORM OF AGREEMENT

The following FuzeNet policies and FuzeNet's applicable Critical Information Summary apply to the services supplied by FuzeNet to you.

Your first invoice will include charges from the period you signed up with us to the month in advance. Each invoice after your first will just be charges for the month in advance. Payments are to be made within our 14 day terms, late fees may apply. If any of your contact information changes you are requested to notify FuzeNet of these changes. All equipment installed at your premises by FuzeNet shall remain the property of FuzeNet unless purchased outright. The supplied Optical Network Unit (ONU) always remains the property of FuzeNet. Removal will result in a \$300 charge. Should an outstanding debt not be paid by you, FuzeNet reserves the right to lodge a payment default with a credit reporting agency.

The Critical Information Summary for the service for which you are applying contains important information about the service.

FuzeNet collects, stores and discloses your information in accordance with our Privacy Policy.

The legal relationship between FuzeNet and you shall be governed by the operation of section 479(2)(b) of the Telecommunications Act 1997 (Cth), therefore the terms and conditions on which the services are supplied by FuzeNet will be those set out in our Standard Form of Agreement and no contract, agreement nor other legally binding relationship shall be created between us.

Each of the documents referred to above may be found at www.fuzenet.com.au.