



## Terms and Conditions

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These terms and conditions apply to your use of the Internet Services provided by Redfox Corporation for the service plan that you have selected and for any equipment installs carried out by Redfox Corporation at your site.

If you do not agree to be bound by this agreement, you may not subscribe for access or use the Redfox Internet Services and you must immediately terminate your Redfox Internet Services account.

### 1. Amendments to this Agreement

- 1.1 Redfox reserves the right to amend this Agreement at any time. Redfox will publish any amendments on its Website, as may be updated from time to time. If any amendment is unacceptable, you may terminate your Redfox account if Redfox is unable to offer the original services contracted.

### 2. Your Account

- 2.1 You agree that you are of legal age (18 years of age) and that you possess the legal right to enter into this Agreement on behalf of the business.
- 2.2 A valid ABN is required in order to apply for Redfox Business internet plans.
- 2.3 As the Redfox account holder, you are responsible for your account. You are solely responsible and liable for any and all activities that occur under your account, including without limitation, all activities of any sub-account holders. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account.

### 3. Customer Information

- 3.1 You agree to provide true, current, accurate and complete customer information as prompted by the Redfox registration process or as otherwise requested by Redfox and you agree to promptly notify Redfox in writing of any changes to this information as required to keep it current, complete and accurate.

### 4. Privacy

- 4.1 Your use of our Website or access to our Services will be taken to indicate your consent to our collection, use and disclosure of your personal information in accordance with our **Privacy Policy**, which is available on our Website.

### 5. Spam Policy

- 5.1 If we send you promotional emails, you will be able to respond asking us to remove you from our mailing list. However, our official communication with you will be by email; eg notice of upgrades and outages, invoices, etc. You agree as part of your acceptance of these terms and conditions, to the sending of emails for those and related purposes.

### 6. Notices

- 6.1 Notices will be sent by email to your Redfox email account or your nominated email address. You will be deemed to have received a notice at the time the email is sent. The customer is responsible for informing Redfox of any change to their preferred email address.

### 7. Billing and Payment

- 7.1 You must pay Redfox the access charges and any other applicable charges as calculated in accordance with Redfox's current rates which are set out in your contract.
- 7.2 You accept liability for any and all use of the Service supplied to you.
- 7.3 Any available usage which you do not fully utilise in any billing month cannot be carried over to the next month.
- 7.4 We will invoice you one month in advance until termination from the date your service was actively installed.
- 7.5 Service charges are invoiced monthly one month in advance.
- 7.6 We will automatically charge the invoiced amount to your nominated credit card if provided. You may also pay via bank transfer, or via credit card in store or through the customer portal. No other payment methods are accepted.



- 7.7 We are entitled to charge your credit card on termination for any outstanding fees you owe, including any applicable termination fees.
- 7.8 Any account not paid within thirty days of invoice being raised will be suspended until payment is received in full.

## 8. Early Termination

- 8.1 The customer may cancel the service by providing written notice of their intention via email to [Internet@redfoxcorp.com.au](mailto:Internet@redfoxcorp.com.au). Cancellation shall take effect no earlier than thirty days following notice being given.
- 8.2 If you are still under contract, a termination fee equivalent to the unexpired term of your contract multiplied by the nominated monthly service fee will be payable.
- 8.3 Hardware repayments and Installation fees will need to be paid in full or any leased equipment returned in undamaged condition. Any damaged or unreturned equipment will be charged to customer at retail pricing.
- 8.4 If cancellation is requested immediately by the customer, the customer's monthly fee is still payable for the notice period.

## 9. Service Limitations

- 9.1 Redfox offer a variety of access speeds and service plans. All services are subject to the availability of suitable equipment and facilities, and consequently all services are not available at all locations.
- 9.2 It is your responsibility to ensure that your equipment and software meet the current minimum system requirements specified by Redfox as being necessary for access to Redfox Internet Services. From time to time, the equipment and/or software required to access the Redfox Internet Service may change. Accordingly, your equipment and/or software may cease to be adequate to access the Redfox Internet Services. In such circumstances, you may upgrade your equipment to allow suitable access, or if this is not suitable, you are allowed to terminate your Redfox account.

## 10. IP Addresses

- 10.1 Any IP addresses allotted to you by Redfox, whether as a static address or dynamically allocated:
  - 10.1.1 remains our sole property;
  - 10.1.2 may be changed or revoked by Redfox at our sole discretion at any time; and
  - 10.1.3 is not transferable.

## 11. General Practices and Limits

- 11.1 You acknowledge that Redfox may establish general practices and limits concerning use of the Redfox Internet Service, including the maximum size of any email message that may be sent from or received by a Redfox account, the maximum disk space that will be allocated on Redfox's servers on your behalf, the maximum amount of data that may be sent from or received by a Redfox account and the maximum number of days that email messages will be stored on Redfox servers. You agree to comply with all such general practices and limits. You further agree that violating such practices or exceeding such limits may result in suspension, restriction or termination of your account or the imposition of additional charges.

## 12. Service Installation and Maintenance

- 12.1 You will be charged an installation fee. This fee will be charged on completion of install. You must pay the installation fee within thirty days of install. Install fees are non-refundable, including in the event of early termination of contract.
- 12.2 The standard installation configuration includes the installation of the service to 1 standalone computer or one wireless router. If you wish to connect additional devices to the Internet you are responsible for installing and maintaining the necessary systems and their configuration.
- 12.3 You must provide an adequate, standard household power (10A) General Purpose Outlet (GPO) within 1.8 meters of the location that the service is to be installed.
- 12.4 You must agree to pay additional charges if your installation is determined not to be standard. This will be due and payable seven days after completed install.
- 12.5 The customer is responsible for maintaining the installed links Line of Sight (LoS) to the Redfox repeater site that was achieved upon installation and connection.
- 12.6 Should you choose to have equipment repositioned at a location other than the one recommended by us, you must pay the charges required at the time to restore line of sight.



- 12.7 Where natural obstructions (e.g. tree growth) present local to your property after six months of the service being connected, the customer takes on the responsibility of the obstruction and may remove the obstruction or pay the charges required for Redfox to relocate the equipment and restore LoS.
- 12.8 Obstructions may not be confined to your own property, but you take responsibility for these obstructions. Where such obstructions are unable to be moved by others, you may choose to pay the charges required to relocate the equipment to restore LoS or to terminate your service.
- 12.9 The installer arranged by Redfox or our related body corporate will make all reasonable efforts to position or direct the equipment to obtain the best possible connection, and to also mitigate any adverse localised electrical or radio interference caused by other parties. If we cannot at the time of installation offer a satisfactory service (in our sole judgement) because of such third-party interference we will not proceed with the installation.
- 12.10 The installer arranged by Redfox may refuse to install the Equipment if the location is considered dangerous or presents undue risk to the installer, or may create damage to the substrate to which the Equipment is to be attached or used to gain access to the installation location.
- 12.11 Extra charges shall apply to all services not included in Redfox's standard installation.
- 12.12 You authorise Redfox, its employees, agents, contractors and representatives, to enter your premises and access your equipment and software for the purpose of installing, maintaining, inspecting, repairing or removing any equipment or software as reasonably required for the provision of the Redfox Internet Service. Access to your premises will be at a time that is mutually convenient to both parties.
- 12.13 Additional charges shall apply when it is necessary for Redfox to use additional access equipment other than standard ladders, install special equipment or software or to incur unusual expense to establish the Redfox Internet Service.
- 12.14 All site services will involve a minimum charge for services including but not limited to; maintenance, moves, changes, rearrangements or re-installations of a service unless otherwise specified by Redfox.

## 13. Equipment Warranty

- 13.1 All equipment supplied by Redfox as part of a standard installation are covered by a return to base repair or replacement warranty against all manufacturing faults for 12 months from the date of purchase.
- 13.2 Where equipment is required to be replaced outside of warranty period, customers may purchase equipment from Redfox. Labour and travel charges will apply if a technician is required to attend your premises to install such equipment.
- 13.3 Installation of cable and masts carries a 12 month warranty from date of installation.

## 14. Quality of Service

- 14.1 Redfox will make reasonable efforts to make the Internet Service you have subscribed to available to you continuously and, if the services cease, to restore those services as soon as possible.
- 14.2 Subject to Clause 17 of this agreement, the Internet Service is available to you for a target of 24 hours a day and, if the system malfunctions, we will endeavour to restore this service as soon as reasonably possible based upon the following SLA:
  - 14.2.1 Initial response to fault – within 4 hours of logged call
  - 14.2.2 Restoration Time (site visit not required) – 24 hours within applicable coverage window
  - 14.2.3 Restoration Time (site visit required) – 2 business days within applicable coverage window

## 15. Support

- 15.1 Redfox Helpdesk will provide telephone assistance on a reasonable efforts basis, via the telephone number and during the hours specified on our website. Assistance is limited to problems using the Redfox Internet Services and may exclude problems related to certain equipment and software, as specified by Redfox, at its discretion. Redfox cannot guarantee the resolution of any particular problem or Redfox Internet Services Interruption.
- 15.2 Support coverage windows are as follows: Monday to Friday between the hours of 8.30am and 7.00pm; and Saturday between the hours 10.00am to 1.00pm. This excludes public holidays. These hours are subject to change at Redfox's discretion.
- 15.3 Customers are required to participate in the trouble shooting process in order to correct their reported issue. Redfox staff reserve the right to terminate a phone call should the client become abusive or unreasonable.



- 15.4** Where a technician is required to attend your premises for any reason other than a fault pertaining to installation or hardware failures, labour and travel charges will apply at the customer's expense, unless otherwise advised by Redfox.

## **16. Acceptable Use of Redfox Internet Services**

- 16.1** You agree to the Redfox Acceptable Usage Policy outlined on the Website or otherwise made available to you.

## **17. Limitation of Liability**

- 17.1** Notwithstanding any other provision of this agreement, in no event shall Redfox, its parents, subsidiaries, affiliates and their respective officers, directors, agents, employees, suppliers, resellers and distributors, (collectively the Redfox Entities), be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, including without limitation damages for loss of profits, goodwill, opportunity, earnings, use or data, arising directly or indirectly from or related to this agreement or the Redfox Internet services, regardless of the cause of action and even if one or more of the Redfox Entities have been advised of the possibility of such damages or losses, including but not limited to damages or losses arising from or in any way related to the following:
- 17.2** The performance of the Internet;
- 17.3** The content or accuracy of any material, information or data (including without limitation any software) viewed, downloaded, accessed or transmitted over or through the Internet or the Redfox Internet Services, including without limitation material which infringes the rights of others or otherwise violates laws or regulations;
- 17.4** Delays, errors, interruptions, mistakes, omissions, non-delivery, incorrect delivery, viruses or defects in the transmission of any information, material or data over or through Redfox's systems or networks or the systems or networks of third parties; and
- 17.5** Installation or maintenance of the Redfox Internet Services, by you, Redfox or third parties.
- 17.6** Circumstances may arise in which you or another party is entitled to recover damages from one or more of the Redfox Entities due to damage via physical installation of equipment. In such instance, the aggregate liability of the Redfox Entities for damages is limited to either Redfox work groups rectifying damage or three(3) quotes to rectify at economic industry rates.
- 17.7** Some jurisdictions do not allow the disclaimer of certain warranties or conditions or the limitation of certain types of liability so some of the exclusions and limitations in this agreement may not apply to you.

## **18. Term and Termination**

- 18.1** The service shall be provided by Redfox to you from the date of this Agreement for the Contract Period.
- 18.2** The Contract Period is nominated on your Redfox signup form. Should you terminate the agreement prior to the expiry of the initial minimum term, a termination fee will apply as per Paragraph 8.
- 18.3** At the end of the Contract period your service will continue unless advised in writing by the customer.
- 18.4** Redfox may, in its sole discretion, suspend, restrict or terminate your Redfox Internet Services account, effective at any time, without notice to you due to:
- 18.4.1** The operation or efficiency of the Redfox Internet Services are impaired by the use of the Redfox Network Internet Service from your account.
- 18.4.2** Any outstanding amount owed by you to Redfox
- 18.4.3** Redfox has received a third-party complaint which relates to the use or misuse of the Redfox Internet Services from your account; or
- 18.4.4** You have been or are in breach of any term or condition of this Agreement.
- 18.5** Any termination of your account shall not relieve you from any amounts owing.
- 18.6** You agree to return any Redfox owned equipment (i.e. not fully paid for by initial contract or in lease items) and associated components to Redfox offices within 7 days of termination of a Redfox Internet Service, unless otherwise directed by Redfox. If equipment is not returned then the customer will be invoiced for the full retail price.

## **19. General**

- 19.1** This Agreement, including any and all documents, web sites, rules, terms and policies reference herein, constitutes the entire agreement between Redfox and you with respect to the matters referred to in this



Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between Redfox and you with respect to such matters.

- 19.2** The failure of Redfox to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Redfox nor trade practice shall act to modify any provision of this Agreement.
- 19.3** In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of you and Redfox, and the remainder of this Agreement shall remain in full force and effect.
- 19.4** This contract shall be governed and interpreted according to the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of QLD.
- 19.5** Any cause of action you may have with respect to this Agreement or the Redfox Internet Service must be commenced within 1 year after the claim or cause of action arose or it shall be barred.

## **20. Force Majeure**

- 20.1** If we cannot perform our obligations under this Agreement by reason of act of God, inclement weather, act of State, riot, strike, boycott, embargo or any other circumstances beyond our reasonable control, we will not be liable to you and will endeavour to advise you of the existence of the circumstances and their expected duration. The performance of this Agreement will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to prevail.