

## CUSTOMER SERVICE GUARANTEE WAIVER

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Please read the following paragraphs carefully. They contain information affecting your rights.

The Telecommunications (Customer Service Guarantee) Standard 2011, made under Part 5 of the Telecommunications (Consumer Protections and Service Standards) Act 1999 (“Act”) covers the supply of standard fixed-line telephone services, including voice grade services and some other services used to access the internet or for fax machines (“Standard”). The Standard sets out minimum levels of service that must be met in respect of connecting a service, repairing a fault or service difficulty and attending appointments with customers. It also applies to call features such as call waiting, call forwarding, call barring, calling number display and calling number display blocking.

### Introduction

- Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2011 (the CSG) allows us to propose that you waive the protections and rights provided for under the CSG.
- The CSG contains performance standards, which carriage service providers such as Caznet Solutions are required to fulfil (unless the customer has waived these performance standards). A complete version of the CSG and an explanation of its terms are available on the Australian Communication and Media Authority's website ([www.acma.gov.au](http://www.acma.gov.au)).
- Our VoIP and telephony services are provided using a range of different connectivity technologies including the Internet, Fibre Optic and Wireless services rather than copper phone lines (as is the case with traditional public switched telephone services). We are only able to provide these services on the basis that they are not required to meet the CSG's performance standards. So that we may continue to offer this service, we require that all customers waive their rights under, and in respect of the CSG.

### The Customer Service Guarantee Waiver

Caznet Solutions is committed to providing our customers with excellent customer service. This waiver does not stop you from contacting us in regards to a fault with your service or allow us to avoid doing our best to fix a fault with your service as soon as possible.

When Caznet Solutions supplies a VoIP Service to you we propose that you waive your protection and rights in full.

You are not obliged to waive your protection and rights however we may choose not to supply the service to you if you do not agree to waive your protection and rights in full. By waiving your protection and rights you agree that you are not able to make a claim to us for compensation where the standards have not been met.

The protection and rights you agree to waive include:

- Damages for breach of performance standards, as per section 116 of the Act.
- Time for payment of damages for breach of performance standards, as per section 117A of the Act.
- Right of Contribution, as per section 118A of the Act.
- Guaranteed maximum connection periods, as per the CSG.
- Guaranteed maximum rectification period, as per the CSG.
- Information to be given to Customers, as per the CSG.
- Making and Changing Appointments, as per the CSG.

This waiver takes effect from the date you order a service from us unless you notify us in writing of your intent not to be bound by this waiver. If you notify us of your intent not to be bound by this waiver then we reserve the right not to provide you with the Service.

**SIGNED for and on behalf of:** \_\_\_\_\_  
(client name)

**SIGNATURE** \_\_\_\_\_

**NAME** \_\_\_\_\_

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**POSITION** \_\_\_\_\_