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# Terms of Use

## Customer Relationship Agreement (CRA)

Peak Net Pty Ltd

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### Contact Information

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# Contents

- 1 Introduction** **2**
- 2 The Agreement Structure and Variations** **2**
  - 2.1 Agreement Components . . . . . 2
  - 2.2 Order of Precedence . . . . . 2
  - 2.3 Changes to Terms . . . . . 2
- 3 Service Application and Connection** **2**
  - 3.1 Applications . . . . . 2
  - 3.2 Information Accuracy . . . . . 2
  - 3.3 Access to Premises . . . . . 2
- 4 Acceptable Use Policy (AUP)** **3**
- 5 Billing and Payment** **3**
  - 5.1 Billing Cycle . . . . . 3
  - 5.2 First Month . . . . . 3
  - 5.3 Payment Terms . . . . . 3
  - 5.4 Methods and Surcharges . . . . . 3
  - 5.5 Automatic Retries . . . . . 3
- 6 Financial Hardship** **4**
  - 6.1 Assistance Options . . . . . 4
  - 6.2 Service Protection . . . . . 4
- 7 Privacy and Personal Information** **4**
  - 7.1 Sharing . . . . . 4
  - 7.2 Security . . . . . 4
  - 7.3 Access . . . . . 4
- 8 Complaint Handling** **4**
  - 8.1 Right to Complain . . . . . 4
  - 8.2 Timelines . . . . . 4
  - 8.3 Urgent Complaints . . . . . 5
  - 8.4 External Resolution . . . . . 5
- 9 Suspension and Cancellation** **5**
  - 9.1 By Peaknet . . . . . 5
  - 9.2 By Customer . . . . . 5
- 10 Liability** **5**
  - 10.1 Consumer Guarantees . . . . . 5
  - 10.2 Limitations . . . . . 5
  - 10.3 Exclusions . . . . . 5

## 1 Introduction

This document outlines the **Terms of Use** (also referred to as the **Customer Relationship Agreement** or **CRA**) for services provided by **Peak Net Pty Ltd**.

## 2 The Agreement Structure and Variations

### 2.1 Agreement Components

The CRA is a standard form agreement consisting of your **Application**, **Service Descriptions**, these **General Terms**, the **Pricing Schedule**, the **Billing Policy**, any **Warranty Information Statement**, and the **Acceptable Use Policy (AUP)**.

### 2.2 Order of Precedence

If there is any inconsistency, the documents follow the order listed above, except for specific clauses regarding **liability**, which always prevail over all other terms.

### 2.3 Changes to Terms

Peaknet may change the agreement without your consent. If a change is **detrimental and not minor**, you will receive at least **30 days' notice** and may cancel the service within **42 days** without incurring a **Break Fee**. Urgent changes for legal, security, or technical reasons may occur without notice.

## 3 Service Application and Connection

### 3.1 Applications

You may apply for service online, by telephone, or in writing. Acceptance is at Peaknet's absolute discretion based on eligibility, service availability, and credit requirements.

### 3.2 Information Accuracy

You must provide accurate information and promptly notify Peaknet of any changes to your account or payment details.

### 3.3 Access to Premises

You must provide safe and prompt access to your premises for installation, maintenance, or equipment recovery. If you do not own the premises, you are responsible for obtaining the owner's permission.

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## 4 Acceptable Use Policy (AUP)

You and any person using your service must comply with the AUP. Prohibited activities include, but are not limited to:

- **Illegal Use:** Using the service for illegal purposes, transmitting defamatory or harassing material, or engaging in abusive behavior toward staff.
- **Network Interference:** Damaging or interfering with the operation of the network or other users' services.
- **Security Breaches:** Accessing others' accounts or data without consent, distributing viruses, or attempting to penetrate security measures.
- **Excessive and Unreasonable Use:** Engaging in activity that impairs network integrity, such as denial-of-service attacks, or using residential services for non-ordinary business purposes without consent.
- **Spam:** Sending or assisting in the sending of Spam as defined by the **Spam Act 2003**.
- **Credit Card Data:** Storing credit card data on web-hosting services without express written consent.

## 5 Billing and Payment

### 5.1 Billing Cycle

All services are billed **monthly in advance** on the 1st of each month.

### 5.2 First Month

Initial billing is **pro-rated** based on the actual activation date using a daily rate calculation.

### 5.3 Payment Terms

Payments are due **7 days from the invoice date**, with a **7-day grace period** provided before service suspension.

### 5.4 Methods and Surcharges

- **Direct Debit:** No surcharge.
- **Visa/Mastercard:** 1.75% + 30c surcharge.
- **American Express:** 2.9% + 30c surcharge.

### 5.5 Automatic Retries

If a payment fails, Peaknet will make **three retry attempts** over seven days.

## 6 Financial Hardship

If you face difficulty paying bills due to circumstances such as illness, unemployment, or domestic violence, you have the right to apply for **Financial Hardship assistance free of charge**.

### 6.1 Assistance Options

Peaknet may offer tailored payment plans, bill discounting, debt waiving, or transfer to a lower-cost plan.

### 6.2 Service Protection

Suspension or disconnection will only be used as a **matter of last resort** while an application is being assessed.

## 7 Privacy and Personal Information

Peaknet collects personal information to verify identity, manage billing, conduct credit checks, and comply with legal obligations like the **Integrated Public Number Database (IPND)**.

### 7.1 Sharing

Information may be shared with technicians, credit reporting bodies (such as **Illion Australia**), and regulatory authorities.

### 7.2 Security

Data is stored in secure centers within Australia and protected by encryption and strict access protocols.

### 7.3 Access

You are entitled to access and request corrections to your personal information.

## 8 Complaint Handling

### 8.1 Right to Complain

Complaints are handled **free of charge**.

### 8.2 Timelines

Peaknet aims to acknowledge written complaints within **2 business days** and resolve them within **15 working days**.

### 8.3 Urgent Complaints

Issues involving financial hardship, imminent disconnection, or safety risks are prioritized and aimed to be resolved within **2 business days**.

### 8.4 External Resolution

If you are dissatisfied with the internal outcome, you may refer the matter to the **Telecommunications Industry Ombudsman (TIO)**.

## 9 Suspension and Cancellation

### 9.1 By Peaknet

Peaknet may suspend or cancel services immediately for material breaches, including non-payment (after notice), fraud, or AUP violations.

### 9.2 By Customer

You may cancel at any time if there is no contract term. Cancelling before the end of a **Contract Term** may result in a **Break Fee or Cancellation Charge**.

## 10 Liability

### 10.1 Consumer Guarantees

Services are provided subject to non-excludable rights under the **Australian Consumer Law**.

### 10.2 Limitations

Peaknet's liability is generally limited to resupplying services or repairing/replacing equipment.

### 10.3 Exclusions

Peaknet is not liable for **Consequential Loss** (e.g., loss of profits or data), except where required by law, and liability is reduced to the extent your acts or equipment contributed to the loss.

*This document is effective as of the date of acceptance and remains in force until modified or terminated in accordance with these terms.*

*For questions or concerns, please contact Peak Net Pty Ltd at [info@peaknet.com.au](mailto:info@peaknet.com.au).*