

## **General Terms**

All Pineapple Net customers are bound by the Pineapple Net Master Service Agreement.

The full document is available to read on Pineapple Net website. We ask that you read it at your earliest opportunity and contact us if you don't agree to anything in the Agreement.

These general terms provide a summary of our obligations to you, your rights and our mutual responsibilities.

You acknowledge and agree that:

- 1. The full terms and conditions applying to your Service comprise of the <u>Master Service Agreement</u>, the <u>Fair Use Policy</u>, your Service Order (provided to you via email and sms) and the Pricing Schedule relevant to the Services you have chosen as outlined in the <u>Critical information Summary</u> ('Material Terms');
- 2. You agree to read the Material Terms and acknowledge and agree to be bound by these;
- 3. Your Service is for personal or domestic purposes only;
- 4. You may not use your Service in an unreasonable or fraudulent manner or in a way that detrimentally interferes with the integrity of the network. We may take action if you breach this including suspending or cancelling your Service as outlined in the Fair Use Policy;
- 5. Your internet speed depends on the technology at your house or apartment, your location, equipment, and the level of internet traffic. Internet speed may be slower if measured over Wi-Fi;
- 6. Pineapple Net aims to provide, but cannot guarantee, a continuous Service free of any interruptions. You are aware that Pineapple Net may be reliant on third party suppliers for supplying the Service to you and that circumstances beyond our control may cause interruptions to the Service from time to time;
- 7. If you have chosen to supply your own modem, you are responsible for ensuring that it is compatible with your Service and Pineapple Net may not be able to provide support to assist with the setup or ongoing performance of the modem;
- 8. If you are supplied with Purchased Equipment from Pineapple Net, this may attract a fee as outlined in the Pricing Schedule. When paid in full any Purchased Equipment supplied to you is your property and does not need to be returned to us. Pineapple Net will provide online support for modems it supplies and will replace a faulty device if within the warranty period of 12 months;
- 9. Your invoices and bills will be issued by email;
- 10. Your monthly plan billing cycle will commence on the date that your connection to your Service becomes active. Any Purchased Equipment will be billed on your first invoice or over 12 equal monthly instalments, and any non-standard connection Fees will be billed on your second invoice. Recurring monthly Plan Fees (as set out in the Critical Information Summary are billed in advance;

- 11. If your connection was activated on the 29th, 30th or 31st of a calendar month, your monthly plan billing cycle will be shifted to the 1st of the following month (or the first business day should the 1st fall on a weekend). Your second invoice will contain the unpaid portion of the prior month calculated on a pro-rata basis from the day the service was activated until the first day of the following month;
- 12. You have authorised us to direct debit the provided bank account or credit card any outstanding amount from your nominated payment method on the payment due date for your account. It is your responsibility to ensure that your nominated payment method remains valid, can accept direct debits, and has sufficient funds, for the duration of your service. You acknowledge that we may terminate your service if you do not have a valid direct debit. You may update your direct debit details at any time through the customer portal;
- 13. Your Fees must be paid in full by the Due Date. Pineapple Net reserves the right to charge interest on any unpaid amount from the Due Date until the date of payment in full. Pineapple Net may also use debt recovery services to recover any outstanding Fees (including any administrative fees), in which case you may be liable for any charges and collection costs, such as legal costs;
- 14. All Pineapple Net residential plans are supplied on a no-lock in Contract. You may cancel this Service at any time by giving us 30 days' notice;
- 15. In the majority of cases, Pineapple Net's residential services uses DGtek infrastructure to provide a fibre to the premises ('FTTP') internet connection to your home. In some buildings, the service may use fixed wireless to the building to deliver internet connectivity. Plans are in place to migrate a number of these buildings to a DGtek FTTP connection;
- 16. The installation process for a DGtek fibre service generally takes between 1 and 21 business days, subject to availability from our wholesaler, DGtek. Activations may occur sooner if DGtek has previously been connected at your address;
- 17. If a DGtek installer is required to attend your premises for an installation appointment, you or an authorised person over 18 years of age may need to be present;
- 18. The activation of your selected Service will not necessarily cancel any existing phone or broadband services. It is your responsibility to contact your former service providers to ensure that unwanted services are cancelled, otherwise you may continue to be billed for them;
- 19. We will use any information collected here in accordance with our <u>Privacy Policy</u>, for example to assist with completing your order, or about upcoming promotions; and
- 20. At all times, you have rights under the Australian Consumer Law.