

**COOPER COMMUNICATIONS PTY LTD**

**AND**

**RECURRING AND POTENTIAL CUSTOMERS**

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## **GENERAL WEBSITE TERMS AND CONDITIONS**

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**Cooper Communications Pty Ltd** (ACN 079 736 968)

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## **Website terms and conditions**

### **1. Terms and Conditions**

Please take the time to read these terms and conditions

Your access to the Cooper Communications Pty Ltd Website at [www.coopercommunications.com.au](http://www.coopercommunications.com.au) and related products and services is dependent upon your acceptance of these Terms and Conditions and your access and use of the Website is subject to these terms. If you do not accept these Website Terms, you must refrain from using the Website and our other products and services.

If you purchase products or services through our Website, there will be additional Terms and Conditions relating to that purchase. Please ensure you agree to these additional Terms and Conditions, which you will be directed to read prior to making your purchase(s).

We may from time to time, make changes to the Website Terms by posting the updated terms on this Website. The updated Website Terms will take effect immediately on posting. By visiting or using this Website at any time after any update, you agree to the updated version of the Website Terms.

#### *Definitions*

- Services and products refer to the products offered for sale on our Website;
- Services refers to activities offered on our Website;
- We/us/our refers to Cooper Communications Pty Ltd, any affiliates, subsidiaries, employees, officers, agents or assigns;
- Website refers to this website;
- Cooper Communications refers to Cooper Communications Pty Ltd;
- Customer Premises Equipment (CPE) refers to telephone handset, indoor access router, modem, outdoor radio unit and software.

### **2. Intellectual Property**

- a) The Website and materials contained therein are subject to Copyright under Australia Law and under International Treaties. Unless otherwise indicated, the Copyright is owned by Cooper Communications or its related companies and reserves all rights.
- b) You must not reproduce, transfer, adapt, distribute, lease, rent, sell or store any or all parts of this Website or incorporate into another Website without our prior consent, except for personal use or in accordance with the law.
- c) The Website includes registered and unregistered Trademarks, being the property of Cooper Communications.

### **3. Third party sites**

- a) We assume no responsibility for, or accept no liability for, the condition or content of Third Party websites which may be linked or accessed from the Website.
- b) Except where we direct otherwise, Cooper Communications does not authorise the content of those Third Party sites.

- c) Cooper Communications provides no endorsement or guarantee to the services operated by the Third Party sites.
- d) You access and use any Third Party site, at your own risk.

#### **4. Accuracy of content**

We have taken care to ensure information we provide is accurate. However, information on this Website may contain delays, errors and omissions. We cannot guarantee nor do we accept any legal liability arising from or connected to the accuracy, reliability, currency or completeness of anything contained on the Website or on any linked site. The information contained on the Website should not take the place of professional advice. You should always seek independent advice before making any decisions.

#### **5. Accuracy of statements**

We take no responsibility for the accuracy of any of any statements contained on this website in relations to our goods and services. Statements made are by general comment only and you should conduct your own research.

#### **6. Privacy and confidentiality**

- a) We usually collect personal information directly from you or from our record of how you have used our services. Sometimes we collect personal information from a third party if you have consented or would reasonably expect us to collect the information in this way, for example from publicly available sources such as websites or telephone directories.
- b) You consent to us and our Carriers or Suppliers exchanging your information and/or details and the Carrier or Suppliers. Cooper Communications and our respective related bodies corporate may all use your details for our own purposes.
- c) The kinds of information that we collect from customers include;
  - Contact information such as names, email addresses, mailing addresses and phone numbers;
  - Demographic information;
  - Billing information;
  - Preferences regarding things like the way you prefer to be contacted, billed etc;
  - A fault history for your service.
- d) For non-customers the information we collect includes;
  - Contact information such as names, mailing and email addresses and phone numbers.
- e) Cooper Communications may when required, exchange your information and details with our Carriers and Suppliers and related entities to effectively deliver goods and services to you.
- f) When required by law we shall share your information as directed in accordance with the *Privacy Act 1988* (Cth) or any other applicable Law.

- g) You will keep confidential all information supplied by us and any of our Carriers or Suppliers, by virtue of your subscription to our products and services.

## **7. Security of information**

Unfortunately, no transmission's of information or data over the Internet is guaranteed to be totally secure. While we strive to ensure such information is protected, we do not nor can we warrant the security of any information or content transmitted to us. Accordingly, any information which you transmit to us, is transmitted at your own risk. However, once we have received your transmission we will endeavour to take reasonable steps to ensure the security of such information.

## **8. Events beyond our control**

- a) Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, pandemics, restrictions and prohibitions or any other actions by any government or semi government authorities.
- b) We will not be liable for any delay in the connection of or failure in the operation of Services due to any occurrence reasonably beyond Our control including failure of any link provided by a Third Party Carrier.

## **9. Liability**

Cooper Communications's liability for statutory or implied conditions or warranties, which cannot be excluded, is limited to the maximum extent allowable under applicable law.

To the extent permitted by applicable law, Cooper Communications is not liable (whether in contract, negligence or any other tort, under any statute or otherwise) for any loss, damage or expense (including special, indirect, consequential loss, loss of profit or revenue, loss of goodwill, loss of data or business interruption) (Loss) that you or any person incurs arising directly or indirectly out of or referable to material on this Website or a Third Party Site.

You indemnify Cooper Communications against all Loss incurred by Cooper Communications arising directly or indirectly out of your use of this Website or your breach of these Website Terms.

In these Website Terms, indemnities and limitations and exclusions of liability in favour of Cooper Communications are to be construed as indemnities, limitations and exclusions in favour of each of Cooper Communications affiliates.

## **10. Acceptable use of goods and services**

- a) Upon taking up any goods and services with Cooper Communications, you must agree to comply with our Acceptable Use Standards which included but are not limited by:
- b) You agree to wilfully damage or recklessly use any products if used on a rental basis with Cooper Communications or any of its suppliers, carries or related entities;

- c) You agree not to send any emails, containing attachments, that may destroy or damage an email recipients device;
- d) You agree to not knowingly accept any emails which you believe may be unlawful or violates or infringes upon the rights of any person or corporation;
- e) You agree not to reveal confidential information about us and our related entities or our suppliers and carriers which may result in unauthorised usage of the goods or services by a third party;
- f) You agree not to transmit information which contains viruses or other harmful components;
- g) You agree to not interfere, damage or destroy computer systems operations of the goods or services including disobeying any of our requirements, procedures, polies or regulations, other users and/or third parties;
- h) You agree not to store or transmit any unlawful, threatening, defamatory, offensive or pornographic materials that constitutes a criminal or civic offence under State and Commonwealth Laws.

## **11. Billing and payments**

- a) Ongoing fees for goods and services are charged in advance.
- b) Charges for services are determined in accordance with the plan rate, or by you accepting to use our services when you have accessed our online application forms, or such other manner specified in the application.
- c) We may change the amount of these charges or add new charges from time to time. If such a change would be of reasonable detriment to you, you shall be notified at least 30 days prior to the amendment taking affect.
- d) You will be invoiced for all calls, services, usage, product rental fees or other charges on a monthly basis, unless otherwise specified. You must pay all invoiced amounts by the date specified on the relevant invoice. If you have nominated automatic debit, your credit card will be charged on the invoice date.
- e) Invoices are generated at the beginning of the month, every month and will be sent to your nominated email address. If a new service has been taken up, the billing system will generate an invoice either on the same day of provisioning or the next day and will bill from that date till the end of the month. Any miscellaneous charges or purchases will be billed on the same day and an invoice will be generated and sent out.
- f) Any charges billed to you after the cancellation date from your previous service provider will be due and payable by you to that provider.
- g) Our charges to you may involve fees for connection, initiation, transfer, relocation or cancellation of any service(s). Such charges, if not specified in accordance with the rate plan or such other manner specified in your Agreement will be charged to you at cost to us from the carrier and third party providers.

- h) Charges that do not appear on your monthly invoice may appear on future accounts due to processing procedures. This includes any excess charges accumulated during the previous invoice period.
- i) If you fall into default we may use or disclose any personal information collected and recorded in relation to you, to assist us in the process of debt recovery.
- j) Overdue accounts will incur a late fee calculated at the greater of \$15 + GST or 1.5% per month on amounts outstanding or part thereof. We may charge you interest on overdue amounts at 3% above the per annum Commonwealth Bank Corporate Overdraft Reference rate applicable at the date of the bill, calculated daily.
- k) We may, without notice, deactivate or cancel all or part of your service if any amount is not paid by its due date. We reserve the right to restrict any service at any time if we feel the account has gone over its credit limit or the service appears fraudulent. Discounts may also be revoked during the overdue period. If any amount has not been paid by the due date we reserve the right to deduct any unpaid amount (or part thereof) from your credit card or charge card nominated on the application form.

## **12. Outages**

Cooper Communications Pty Ltd is not responsible for Outages or issues relating to Carriage networks provided by Retail Service providers and will only take responsibility for network services within our capacity and control. Cooper Communications Pty Ltd is a sales agent "only" for multiple Retail Service providers.

## **13. Telecommunications Consumer Protections Code Information**

- a) The Telecommunications Consumer Protections (TCP) Code provides a host of consumer safeguards for mobile, landline and internet users.
- b) These safeguards are set out in clear rules that providers like us must follow when communicating and dealing with customers. The rules cover the areas of advertising and point of sale, billing, payment methods, complaint handling, financial hardship and more.
- c) The TCP Code was developed by the Telecommunications Industry following extensive consultation and negotiation with consumer groups, the Australian Communications and Media Authority (ACMA), and other relevant interest groups. The ACMA regularly monitors compliance with the code.
- d) You can find a copy of the code on the Communications Alliance website at <https://www.commsalliance.com.au/Documents/all/codes/c628>.

## **14. Terms and conditions subject to change**

- a) From time to time our terms and conditions may change or need updating, without notice to you. By using our services you hereby agree to familiarise yourself with changes made to these terms and thereby indemnify Cooper Communications from claims arising from a misunderstanding or ignorance, on your part, arising from such amendments. All changes will be made available on our terms and conditions.

- b) By subscription to and continued use of Cooper Communications services and products, you are bound by these terms and conditions.
- c) Cooper Communications may vary or terminate this agreement at any time and will provide you, if a customer, with 21 days written notice of such a change. Written notice will be sent to each customers Primary Contact Details. It is your responsibility to ensure that your Primary Contact Details are up to date, and you agree to make no claim against Cooper Communications in the event that you have failed to ensure you details are accurate and up to date with Cooper Communications and have as a result have not been made aware of updates to our terms and conditions due to being sent to out of date contact details.
- d) Cooper Communications reserves the right to take action against violations of these terms and conditions.