



Introduction

Dreamtilt (ABN 65 089 188 876) is an operator of a broadband Internet network, is a supplier of broadband Internet services, and is licensed as a Carrier under the Telecommunications Act 1997 (Cth).

You, by submitting to **Dreamtilt** your Application for Services, have applied to **Dreamtilt**, for **Dreamtilt** to provide you with your Service, at your Premises.

Telecommunications legislation (Section 479 Telecommunications Act 1997 (Cth)) allows **Dreamtilt** to set out standard customer terms in a Standard Form of Agreement (SFOA). This SFOA, together with the other documents listed below, form **Dreamtilt Standard Form of Agreement**:

1. Your Application for Services; and
2. [Dreamtilt Customer Relationship Agreement](#); and
3. **Dreamtilt** Service Description; for your Service (detailed in Section B of the Customer Relationship Agreement above); and
4. **Dreamtilt** Service Level Agreement; for your Service (if applicable); and
5. [Dreamtilt Critical Information Summary](#) – for your Service; and
6. The terms and conditions of any applicable promotion offered by **Dreamtilt**; and
7. [Dreamtilt Installation, Relocation & Cancellation Policy](#); and
8. [Account Contacts and Authorised Representatives](#); and
9. [Dreamtilt Acceptable and Fair Use Policy](#); and
10. [Dreamtilt Credit Management Policy](#); and
11. [Dreamtilt Financial Hardship Policy](#); and
12. [Dreamtilt Complaint Handling Policy & Procedure](#)
13. [Dreamtilt Domestic, Family and Sexual Violence Policy](#)
14. [Dreamtilt Hardware Terms and Conditions](#)
15. [Dreamtilt Privacy Policy](#)

Dreamtilt Customer Relationship Agreement sets out the terms and conditions of **Dreamtilt** Customer Service Agreement as it applies to your service. Unless you and **Dreamtilt** have agreed differently, both you and **Dreamtilt** must comply with the terms and conditions of this Customer Relationship Agreement.

The terms and conditions of **Dreamtilt** Customer Relationship Agreement impose rights, duties, obligations and benefits, and bind both you and **Dreamtilt** in relation to your service. Before you sign to accept the terms and conditions of **Dreamtilt** Customer Relationship Agreement you should read the above and ensure that you understand the Customer Relationship Agreement and other documents above.

Your electronic signature as part of submission application and agreement to services from **Dreamtilt** confirms that you request that **Dreamtilt** provide your Service, and you agree to be bound to the terms and conditions, including those as altered by **Dreamtilt** from time to time, of **Dreamtilt** Customer Relationship Agreement.



Dreamtilt may, at any time, including during the Term of the contract for your services, alter the terms and conditions of the Customer Relationship Agreement in order to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between **Dreamtilt** and customers including you. **Dreamtilt** will notify you of alterations to the terms and conditions of the Customer Relationship Agreement only if the effect of the alteration is detrimental to you, and not otherwise.

You undertake to regularly review the terms and conditions of the Customer Relationship Agreement and to comply with any altered terms and conditions of the Customer Relationship Agreement.

Your continued use of your service with **Dreamtilt** constitutes acceptance of any alteration made by **Dreamtilt** to the terms and conditions of the Customer Relationship Agreement.

Age

To make an Application for Services for any of **Dreamtilt** residential, business or other fixed wireless broadband Internet services, you must be at least 18 years of age.

Application for Services becomes Customer Service Agreement

You acknowledge and agree that the details that you submit to **Dreamtilt** in your Application for Services will be captured by **Dreamtilt**, and that these details will be the basis of your service that **Dreamtilt** provide to you at your premises during the term, and that these details will form part of the Customer Relationship Agreement for your services.

Representation and Warranty

You represent and warrant to **Dreamtilt** that:

- a) you have the power, capacity and authority to enter this Customer Relationship Agreement, and to sign and execute this CRA as, or on behalf of, the owner, or duly authorized occupier, of your premises to which your service is to be provided and which is identified in your application for services;
- b) all information provided by you in your application for services is accurate truthful and correct; and
- c) you will inform **Dreamtilt** of any changes to the details provided on your application for services, which are relevant to your service or account. These include your personal, administrative and financial details, such as your address, telephone number, your debit or credit card history or other details provided in relation to making payments for services that you have requested that **Dreamtilt** provide to you.

Date of commencement of Services

If **Dreamtilt** accepts your Application for Services, your Service will commence on the date that the service is installed and operating.



Dreamtilt Customer Relationship Agreement is binding on you

Submission of your Application for Services to **Dreamtilt** and your **[electronic / signed]** signature confirms that you agree to the terms and conditions, including those as altered by **Dreamtilt** from time to time.

By agreeing to this Customer Relationship Agreement, you request that **Dreamtilt** provide your service, and you agree to be bound **Dreamtilt** Customer Relationship Agreement.

Once **Dreamtilt** accepts your Application for Services and installs the service, **Dreamtilt** Customers Relationship Agreement is formed between you and **Dreamtilt**. The terms of that Customer Relationship Agreement will bind you, and will bind any executor, administrator, transferee, assignee, liquidator or duly appointed trustee in bankruptcy of you, for the Term.

Permission - Owners

As owner of your premises you give permission for **Dreamtilt** to install equipment necessary to provide your service at your premises.

Permission -Tenants

It is your obligation to obtain all necessary permissions –

- a) If you are not the owner of your premises then you must obtain sufficient permission, from the owner of the property, for **Dreamtilt** to access the property, to install, test, maintain, replace, repair or remove the equipment necessary to provide your service.
- b) As tenant of your premises you confirm that you have obtained from the owner and/or landlord and/or agent all consent necessary for **Dreamtilt** to install equipment necessary to provide your service at your premises.
- c) If the owner does not give you permission, then You must notify **Dreamtilt** prior to **Dreamtilt** commencing any work at your premises.
- d) In the event that you have not obtained sufficient permission, you indemnify **Dreamtilt** against any claim or costs incurred by **Dreamtilt** that the owner of the property makes against **Dreamtilt**, **Dreamtilt** employees or contractors as a consequence of **Dreamtilt** entry onto the property, and/or any works conducted on the property.

Dreamtilt Equipment

The radio equipment and radio power supply supplied by **Dreamtilt** and installed at your premises to connect your service remains **Dreamtilt** property. You agree to provide a suitable power supply for the equipment, and you agree to provide a suitable location for the equipment to be installed. You must not sell, lend, remove or part with **Dreamtilt** equipment, except if it is removed in accordance with our instructions and approval. In the event that any of **Dreamtilt** equipment is lost, stolen or damaged, (excusing fair wear and tear) you agree to pay **Dreamtilt** for any such loss, theft or damage.



For the avoidance of doubt, all equipment which **Dreamtilt** installs on any customer's property remains the property of **Dreamtilt**, and is not owned, to be operated by or interfered with, by you. On cancellation of your account, **Dreamtilt** will organise to remove the radio equipment from the property / premises.

Dreamtilt is licensed as a Carrier under the Telecommunications Act 1997 (Cth) and, in the event that **Dreamtilt** equipment, network or services might be interfered with, **Dreamtilt** network and services are protected by penalties applicable under that legislation.

Costs in relation to equipment

If **Dreamtilt** are required to service, repair, alter or replace your service or any equipment used for your service because you (including anyone with permission, implied permission, Your employees, agents or contractors) have breached the CSA, have been negligent, fraudulent, reckless or have otherwise interfered with **Dreamtilt** equipment, or because your equipment has failed due to your own act or omission, then **Dreamtilt** can and may charge you an additional fee or fees. This charge is also applicable to electrical power failures, surges and fluctuations caused by your own (including anyone with permission, implied permission, Your employees, agents or contractors) act or omission.

Alteration to the terms and conditions of the Customer Service Agreement

Dreamtilt may from time to time, including during your service, alter the terms and conditions of the Customer Service Agreement. **Dreamtilt** will alter the Customer Service Agreement if circumstances require that an alteration be made and these circumstances may include the following:

- (i) a change to legal, statutory or regulatory obligations requires that the changes be made;
- (ii) a change in what costs, charges or taxes are to be imposed in relation to your Service;
- (iii) for reasons related to security, either of privacy, information, technology or **Dreamtilt** voip or wireless and fixed broadband Internet network;
- (iv) to accommodate changes to law, to equipment used, or to clarify or alter aspects of the arrangements between **Dreamtilt** and customers including you;
- (v) a general increase in fees for your Service or an increase in fees for ancillary services, provided that **Dreamtilt** offer an alternative Service at the same or lesser fee;
- (vi) to maintain the integrity of the network for a technical standpoint;
- (vii) to address any technical or administrative issue or error to resolve a conflict in the draft of the Customer Service Agreement;
- (viii) to address, add, remove or change a special feature or offer that isn't contained in the Customer Service Agreement;
- (ix) if **Dreamtilt** considers it necessary for commercial or operational reasons;
- (x) to accommodate increases imposed by suppliers for services or hardware we resell to you.



Dreamtilt will notify you of alterations to the terms and conditions of the Customer Service Agreement only if the effect of the alteration is detrimental to you, and not otherwise.

Customers Signature

Dated:
