

# Customer Service Guarantee Waiver



By executing this CSG Waiver you agree to waive in whole your Customer Service Guarantee Rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 2000 in relation to SuperNerd's HomePhone Services. Please read the following paragraphs carefully as they contain important information affecting your rights.

- (1) The Customer Service Guarantee ("CSG") can be found on the Australian Communications and Media Authority website ([www.acma.gov.au](http://www.acma.gov.au)).
- (2) Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No.2) allows SuperNerd to propose that you waive in whole, the protections and rights provided to you under the CSG.
- (3) We offer significantly lower call costs on all our HomePhone Services and importantly we are offering significantly reduced Installation Fees for new services if such Installation Fees apply to your selected HomePhone Service; however we are only able to do this on the basis that we are not required to meet the CSG.
- (4) By agreeing to this Waiver you agree to waive all your protections and rights under the CSG. So that SuperNerd may continue to offer lower costs, we require all of our customers to waive their rights afforded by the CSG.
- (5) The protections and rights you are waiving are:

**Provision of written information to you, at least every two years about:**

- The performance standards that apply to supply of specified services;
- The obligations of the service provider under those standards;
- The customer's entitlements to damages under the Act for contravention of the performance standards and
- On request, the provision of information about a performance standard.

**Guaranteed maximum connection periods**

- The prescribed maximum timeframes within which connection to services should occur.

**Guaranteed maximum rectification periods**

- The prescribed maximum timeframes within which rectification of service faults should occur.

**Making and changing appointments**

- Our requirement to make appointments for purpose of service Installation or Fault Restoration at times that are convenient for you that are either for a particular time of the day or nominate a five hour period during which the appointment will occur, and
- Changing appointments by giving at least 24 hours notice by obtaining the agreement of the customer to the change.

- (6) For specific details of the protections described above, please refer to the "Summary of the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2)" below.
- (7) This Waiver will take effect seven days from the date of you agreeing to it, unless you notify SuperNerd in writing that you no longer wish to waive your rights under the CSG. You are under no obligation to the waive the CSG but if you do so notify SuperNerd that you no longer wish to complete the Waiver, we reserve the right not to provide the service to you.
- (8) If you have withdrawn your CSG Waiver and we chose to provide the service to you then any application Installation Fee will be at the Standard Installation Fee rate as indicated on the Registration Form.
- (9) By agreeing to waive your protection and rights afforded by the CSG you will not be able to claim compensation from us for any failure by us to meet the prescribed performance standards.

By signing the CSG Waiver you acknowledge that you understand the effect of the CSG Waiver and that you are completing this Waiver freely and voluntarily. If you do not understand the Waiver then you should seek independent advice and not execute this Agreement.