

Customer Service Guarantee (“CSG”) Waiver

Introduction

This Customer Service Guarantee (“CSG”) Standards is a Telecommunication Industry regulation that protects residential customers from poor telephone services. Service Providers must meet minimum service performance requirements and compensate customers when these are not met. While MATE will endeavour to comply with the CSG time frames, we are only able to offer our bundled services at low prices with no lock in contracts if customers waive the various rights that are specified in the Telecommunications Act. You should also be fully aware that MATE is subject to constraints and limitations of our wholesale partners.

Customer Service Guarantee Waiver

By accepting the MATE Customer Service Guarantee Waiver, you acknowledge and agree to waive your protection and rights under the CSG waiver. By consenting to this waiver you agree to waive your Customer Service Guarantee protection and rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999. Please read the below paragraphs carefully as they contain important information affecting your rights.

1. Information about the CSG can be found on the Australian Communications and Media Authority website (www.acma.gov.au). MATE’s full name is MATE Communicate Pty Ltd and we may be contacted at:

MATE Communicate Pty Ltd
 Address: PO Box 7273 Wetherill Park NSW 2164
 Phone: 13 14 13
 Email support@letsbemates.com.au

2. Priority Assistance (“PA”)

The service provided by Us is not suitable for persons with life threatening conditions that require priority assistance. PA is a specialised service designed to help persons with diagnosed life-threatening medical conditions that depend on a home telephone service to be able to call for assistance when needed. It entitles the customers to faster fault resolution and provisioning times. In the event you require such a service, you should instead contact Telstra, AAPT or M2 Telecommunications who are the only registered with respect to Industry Code C609:2003 as providers of PA;

You acknowledge that you do not require a PA service.

3. Customer Service Guarantee (“CSG”) Waiver

Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2000 (No 2) (the CSG) allows Us to propose that you waive the protections and rights provided for under the CSG;

The CSG contains performance standards, which carriage service providers such as Us are required to fulfil (unless the customer has waived these performance standards). A complete version of the CSG and an explanation of its terms are available on the Australian Communication and Media Authority’s website (www.acma.gov.au);

The Service provides significant lower call rates and benefits in comparison to regular services and we are only able to provide this service on the condition that it is not required to meet the CSG performance standards. So that you may utilise this service, you must waive your rights under and in respect to the CSG. In particular, the provisions you are waiving are: Receiving written information at least every two years about:

- * the performance standards that apply to supply of specified services
- * the obligations of the provider under those standards
- * the customer’s entitlements to damages under the Act for contravention of the performance standards information about a performance standard provided on request.
- * Guaranteed maximum connection provisioning periods
- * Guaranteed maximum rectification periods
- * Making and changing of appointments for the purpose of service provisioning or fault rectification at times convenient for you that are either for a particular time of the day or within a five hour nominated period
- * Making or changing appointments by giving at least 24 hours notice
- * Receiving compensation or damages for any failure to meet the prescribed performance standards

Waiving the CSG does not in any way change the priority or time taken to repair your faults. This CSG waiver will take effect seven (7) days from the date you agree to it unless you notify Us that you no longer wish to waive your rights under the CSG. If you do so, We will not provide the Service to you;

4. Acceptance

By continuing, you acknowledge that you:

Waive the CSG and accept our Business Terms.

The CSG waiver will apply to your service if it is relocated or any other telephony services provided by Us to You.to you.