

# Terms and Conditions

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This application is subject to acceptance by RadioNet Monitoring Pty Ltd and the terms of the GSM Network operator. Telstra, Optus and Vodafone Standard Agreement (meaning the relevant standard agreement formulated under S479 of the Telecommunications Act as may change from time to time) will apply to your use of the GSM Mobile service; this is only a summary of the Standard Agreement. Acceptance of your application will occur when your service is activated.

## **GSM DIGITAL NETWORK SERVICES**

The Digital GSM service supported by RadioNet Monitoring is provided by Telstra, Optus and Vodafone and is provided under the standard Terms and Conditions for GSM Network usage.

The GSM Network Provider or RadioNet Monitoring may instantly suspend your access to, or disconnect, the GSM Network services without notice or compensation to you if:

- (a) any technical failure occurs in the GSM Digital Network service;
- (b) the GSM Network services are being upgraded, modified or maintained;
- (c) you breach the Terms and Conditions;
- (d) The GSM Network Provider or RadioNet Monitoring is required to do so by law;
- (e) in the GSM Network Providers reasonable opinion, your use of the GSM Digital Services interferes with the efficiency of the GSM Network;

To the extent permitted by law, RadioNet Monitoring makes no guarantee, warranty or representation, expressed or implied, regarding the condition, or fitness for any particular purpose or of a quality of the GSM Service or the continued availability of the GSM Service.

## **CANCELLATION**

All requests for cancellation of service must be made in writing and faxed to RadioNet Monitoring. Service cancellation charges will be limited to the current month's access. \*Contract Period 12 Months

## **LIABILITY**

The services and products provided by RadioNet Monitoring Australia Pty Ltd are only intended to reduce the risk of loss and damage to property in which the goods and services are installed and commissioned to the extent that is reasonably practicable by use of such goods and services. RadioNet Monitoring Australia Pty Ltd liability in relation to the goods and services supplied shall extend only to the extent set out in the clause titled "guarantee"

## **GUARANTEE**

In addition to any warranty applicable by virtue of statute, RadioNet Monitoring Australia Pty Ltd guarantees the goods against defect for a period of 12 months from the date of the initial installation and the GSM service is covered by the GSM Network providers standard terms and conditions for usage. Should the goods prove to be defective within this warranty period RadioNet Monitoring Australia Pty Ltd will, at its discretion and provided that the defect is not due to the use, or misuse or installation of the goods or from wear and tear, replace or repair defective goods supplied free of charge. The GSM Network providers Vodafone, Telstra and RadioNet Monitoring Australia Pty Ltd liability for supply of this service is limited to the refund only of any Network services paid in advance. The manufacturer or their agents take no responsibility for any damage, financial loss or injury caused to any equipment, property or persons resulting from the use of this equipment whatsoever. The user assumes all Responsibility and liability in the use of RadioNet Monitoring Australia's products. RadioNet Monitoring provide no guarantee that the Vodafone and Telstra GSM/GPRS network will be free of faults and downtime due to unplanned outages or failures. RadioNet Monitoring does not own/run or maintain the Vodafone and Telstra networks and is not held liable for any network failures or downtime.

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