

# Terms & Conditions of Service

*Updated: 7/9/23*

## 1. Introduction

### 1.1 Agreement Formation

A legally binding agreement (the "Agreement") takes effect when you apply to obtain services (referred to as "the Service") from Cascade Digital (referred to as "us," "we," or "our"), and we accept your application (the "Application").

### 1.2 Components of the Agreement

The Agreement consists of:

- a. The Application (whether written or via telephone);
- b. The Service Description;
- c. The Critical Information Summary (if applicable);
- d. These General Terms and Conditions;
- e. Any separate maintenance, support, or hosting contract (referred to as the "Separate Contract") agreed upon between us; and
- f. Any documents or information linked or referenced on our website within the above-mentioned components (referred to as "Imported Terms").

### 1.3 Priority of Agreement Components

In the event of any inconsistencies within the Agreement, they will be resolved in the following order of priority:

- a. The Service Description;
- b. The Critical Information Summary;

- c. Any Separate Contract;
- d. These General Terms and Conditions;
- e. Imported Terms; and
- f. Your Application.

#### **1.4 Negotiation of General Terms**

You have the right to negotiate these General Terms and Conditions with us, and they will become effective subject to any changes specified in the Application and agreed upon in writing upon our acceptance.

#### **1.5 Assignment**

The Agreement may not be assigned by you without our prior written consent.

#### **1.6 Interpretation**

In this Agreement, unless the context dictates otherwise:

- a. Headings are for convenience and do not affect interpretation;
- b. The singular includes the plural;
- c. References to persons include other legal entities;
- d. References to laws encompass those laws as amended, consolidated, re-enacted, or replaced over time;
- e. All monetary amounts are expressed exclusive of GST.

## **2. Term**

### **2.1 Agreement Commencement**

The Agreement begins when:

- a. We accept the Application in writing; and
- b. You have made any required initial payment.

## **2.2 Agreement Duration**

Unless the Application specifies a different term, the Agreement continues until:

- a. Terminated by either party with 30 days' notice before the end of the term specified in the Service Description;
- b. Terminated by written agreement; or
- c. Terminated by us upon notice at any other time under clause 2.4 or any other clause of the Agreement.

## **2.3 Fixed Term Application**

If the Application specifies a fixed term, we will continue to provide the Service on a month-to-month basis under this Agreement, and no new agreement is created.

## **2.4 Termination by Us**

We may terminate the Agreement at any time at our discretion if:

- a. We determine that, for technical or other reasons, we cannot provision or connect the Service within a reasonable time after accepting the Application;
- b. You or anyone connected with you is involved in fraud or other illegal conduct related to the Service;
- c. You use the Service in a manner not allowed by the Agreement;
- d. We discover a material misrepresentation in your Application;
- e. You do not use the Service for a period of 6 months;
- f. You vacate the premises to which the Service is provided;
- g. You commit a material breach of the Agreement that cannot be corrected;
- h. You commit a material breach of the Agreement that can be corrected but fail to do so within the notice period from us;

- i. We supply the Service using a third-party network or services, and that third party ceases to supply its services to us.

## **3. Changes**

### **3.1 Changes to the Agreement**

We may make changes to the Agreement:

- a. With your agreement;
- b. When the change does not adversely affect you, with prior notice;
- c. When the change is adverse to you, with at least 30 days' prior notice;
- d. Regarding Charges for placing a call terminating on an international fixed or wireless telephone network; and
- e. To introduce or modify Charges or to pass on a tax or levy imposed by law, with prior notice.

### **3.2 Withdrawal of Plans and Offers**

We may withdraw plans, packages, or offers at any time by notifying you, but such withdrawal takes effect at the end of any fixed term.

### **3.3 Notice of Changes**

We will provide notice of changes to the Agreement:

- a. Via email to the address stated in your Application (or provided to us at any other time);
- b. Together with or as part of your bill; or
- c. In writing.

### **3.4 Availability of Changes**

Changes to these Terms & Conditions of Service and the Service Description will be made available online, and you should regularly check our website.

### **3.5 Right to Terminate**

If we change the Agreement under this clause, you may terminate the Agreement within 30 days of the notice date without incurring any Charges other than those applicable until the Agreement ends.

### **3.6 Acceptance of Changes**

Your continued use of the Service after the date of a change or upon the expiry of the stated period is considered an acceptance of the change.