

STANDARD FORM of AGREEMENT (SFOA)

INTRODUCTION

This is The Message Centre Pty Ltd Standard Form of Agreement under section 479 of the Telecommunication Act 1997, called 'Customer Terms and Conditions'. A reference to 'The Message Centre Pty Ltd or 'we' or 'us' or 'our' means The Message Centre Pty Ltd (ABN 35 132 414 656).

GENERAL TERMS

1. OUR AGREEMENT WITH YOU

- 1.1 By entering into this standard customer agreement ("SFOA"), you contract with us for the supply of Services, Equipment, Software and Maintenance as relevant to you.
- 1.2 You may request us to supply the Services, Equipment, Software and Maintenance to you in a manner accepted by us from time to time which may include completing and providing to us our relevant approved service application form which may also be described as your Customer Contract ("Application"). If you complete a written Application we may accept and rely on, and you will be bound by, a facsimile copy, or an electronic copy, or a voice authorization of your Application as if it were an original. As described in your Application, you can acquire Services, Equipment, Software and Maintenance either:
 - 1.2.1 as a Package – by which you will enter into one or more separate contracts with us; or
 - 1.2.2 by entering into a separate contract with us for the supply of Services – as described in other Parts of this SFOA.
- 1.3 This SFOA is structured as follows:
 - 1.3.1 clauses 1 to 20 comprise the General Terms. The General Terms apply to each Part of your agreement with us, as relevant to you;
 - 1.3.2 the other Parts specify the terms and conditions that apply to the various Services available to you; and
 - 1.3.3 the following documents are expressly incorporated into this SFOA:
 - 1.3.3.1 Application
 - 1.3.3.2 Rate Sheet
 - 1.3.3.3 Customer Service Guarantee
 - 1.3.3.4 Privacy Policy
 - 1.3.3.5 Acceptable Use Policy
 - 1.3.3.6 Fair Use Policy
 - 1.3.3.7 Financial Hardship Policy
 - 1.3.3.8 Customer Complaints Policy

- 1.4 This SFOA is not legally binding on us until we accept your Application, except that we may undertake credit checking and use information supplied by you in accordance with clause 8 and 9, and we may process your Application and prepare to activate the Services, order required Purchase Equipment (if any), order required Data and Internet Services Related Equipment (if any), or order required Voice Services Related Equipment. If your Application is refused or cancelled, we may charge you an amount equal to our costs for this work. Your Application will be deemed to be accepted by us at the earlier of the date that your Services are activated, any Purchase Equipment is ordered, any Data and Internet Services Related Equipment is ordered or any Voice Services Related Equipment is ordered.
- 1.5 If you require assistance reading or understanding any part of this SFOA, you may contact:
- 1.5.1 our customer assistance line on the number specified on the Application Form and on our website;
 - 1.5.2 the National Relay Service (NRS) on 13 36 77; or
 - 1.5.3 the Translating and Interpreting Service (TIS) on 13 14 50.

2. PROVISION OF SERVICES AND EQUIPMENT

- 2.1 We will provide you with the Services nominated, or reasonably assumed to be nominated by you in your Application and other services we may agree in writing to provide to you from time to time, on the terms of this SFOA.
- 2.2 We will provide you with the Equipment nominated, or reasonably assumed to be nominated, by you (if any) in your Application and other Equipment that we may agree in writing to provide to you from time to time, on the terms of this SFOA.
- 2.3 Equipment, Maintenance and Software is only available to you if you nominate Voice Services, Data and Internet Services, or any other Services in your Application as a Package.
- 2.4 From time to time, we may vary a term of this SFOA (and, for the avoidance of doubt, any document forming part of this SFOA in accordance with clause 1.3.3) in accordance with the following:
- 2.4.1 where the variation is likely to benefit or have a neutral or minor detrimental impact on you, the variation will take effect upon us giving written notice to you;
 - 2.4.2 where we acquire a carriage service from a third party for resale to you and variations to this SFOA are required because of an amendment made by our third party supplier to the contract between us and our third party supplier, we will provide you with prior written notice explaining the variation and its effect and you may terminate this SFOA within 42 days of the date of the notice by giving us written notice and paying us:

- 2.4.2.1 usage or network access charges incurred up to the date of termination; and
- 2.4.2.2 all outstanding amounts in a lump sum for any Purchase Equipment which you have not fully paid for at the date of termination and any outstanding amounts that cover installation costs unless such Purchase Equipment is not compatible with other suppliers' services; and
- 2.4.3 where the variation has a more than minor detrimental impact on you, we will provide you with at least 21 days' notice and you may terminate this SFOA within 42 days of the date of the notice by giving us written notice and paying us:
 - 2.4.3.1 usage or network access charges incurred up to the date of termination; and
 - 2.4.3.2 all outstanding amounts in a lump sum for any Purchase Equipment which you have not fully paid for at the date of termination and any outstanding amounts that cover installation costs unless such Purchase Equipment is not compatible with other suppliers' services.

3. CHARGES and PAYMENT

- 3.1 You must pay the charges for the provision of the Services or the Package, at the relevant rates as notified to you from time to time, as well as any other charges incurred by you in accordance with this SFOA.
- 3.2 We will usually invoice you monthly for charges due under this SFOA. Our first invoice will be issued either in the month that we commence provisioning Services to you or, at our discretion, the following month. We may vary invoice frequency at our discretion. We may issue interim invoices. We may bill you more often if you exceed your spend limit (see clause 4.1).
- 3.3 Unless otherwise expressly stated in this Agreement, we will generally bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for usage charges, although this may vary in certain cases. We will endeavour to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods. As per 8.2.2 of ACIF C542:2003 - Industry Code - Billing, we will not bill charges older than 190 days from the date the charge was incurred by the customer.
- 3.4 All charges are due and payable by the due date shown on the invoice ("Due Date"). Payment must be made by the Due Date in full by EFT, credit card, direct debit or any other method permitted by us.
- 3.5 If an invoice is paid by cheque or direct debit from your bank or credit card account and that cheque or direct debit is dishonoured, cancelled or otherwise fails, you may be liable for a charge which will be added to your next invoice.

- 3.6 Supplier charges:
 - 3.6.1 Our charges to you may pass on any charges another Supplier charges to us (including increases and special or one-off charges).
 - 3.6.2 You will pay us any charge which any other Supplier or other person renders to us:
 - 3.6.2.1 if you approach that other Supplier or person directly, or otherwise than through us; or
 - 3.6.2.2 for connection or initiation of any service or for cancellation of any service.
 - 3.6.3 If you use an override code to access services offered by another Supplier, you will be billed by that Supplier for charges you incur unless we have a separate arrangement in place for the Supplier to charge us directly, in which case we will pass on the charges to you in accordance with this clause 3.6.
- 3.7 If you do not pay to us any part of the charges by the due date on any invoice, we may impose a late payment charge.
- 3.8 If we incur costs in recovering overdue amounts from you, including (without limitation) mercantile agents' costs, disconnection of services costs, costs incurred in commencing legal action such as service fees and search fees, we may recover these amounts from you in addition to the overdue amounts.
- 3.9 Unless expressly stated otherwise, charges for the Services or the Package are exclusive of government taxes, duties (including stamp duty), imposts or levies, which will be your responsibility and will be itemised on your invoice. Unless expressly stated otherwise, all fees, charges and other amounts payable (and all quotes given) under or in accordance with the terms of this SFOA (including charges for Services or the Package, repair fees, late payment charges, Services Early Termination Charge, reconnection fees, installation costs) are exclusive of GST and you must pay to us in addition to the charges an amount equal to any GST payable on the supply of the Services or the Package. That additional amount is payable at the same time as any part of the charges for the Services or the Package is payable. We will issue a tax invoice to you for the supply of those Services or the Package at or before that time.
- 3.10 You must pay all charges without any set off, counter claim or deduction. We may set off any amount payable to you against any amount payable by you to us.
- 3.11 Your invoice will be calculated with reference to data recorded by us and our Suppliers. Our records are sufficient evidence of amounts payable by you unless shown to be incorrect.
- 3.12 If an invoice is nominated to be paid by direct debit, we will process the direct debit seven (7) calendar days after the issue of the invoice. You acknowledge and agree that the standard ten (10) business days before applying a direct debit from the time

of the invoice assumed to have been received does not apply.

4. SECURITY DEPOSIT, SPEND LIMITS and DIRECTORS GUARANTEES

- 4.1 We may from time to time set a dollar limit for the amount we will allow you to spend on the Services or the Package during a month ("Spend Limit"). The Spend Limit is only a guideline for our credit management action, which may be varied depending on the amount by which you have exceeded your Spend Limit, and may include the following:
- 4.1.1 verbal advice to you of total cumulative charges;
 - 4.1.2 written correspondence (including transmitting the notice to your email address) to you advising the value exceeding the Spend Limit; and
 - 4.1.3 an interim invoice, upon which payment must be received, in order to continue supply of the Services or the Package.
- 4.2 We may also monitor your Service for excessive or unusual usage or your level of liability for charges for such usage, but do not promise to do so. You acknowledge and agree that in addition to our rights under clause 12 we can suspend, cancel or bar your Service upon reasonable verbal or written notice to you (including transmitting the notice to your email address) if we have reasonable grounds for believing that you represent a credit risk in relation to the Service, including:
- 4.2.1 where the Services are being used in an excessive or unusual way or an unusually high volume or spend for the relevant Service when compared with previous account activity for that Service. For example, there may be excessive or unusual use if you have a call that remains connected for an unusually long period of time or where an unusually large volume of calls to premium-rate or international services start being made from your Service;
 - 4.2.2 your failure to respond to notices from us about unusual high volume or spend;
 - 4.2.3 your failure to pay a current bill in circumstances where your payment history indicates a series of late payments, dishonoured payments or failures to pay. If we do suspend, bar or cancel your Service, you still have to pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected. If you wish to bar access to premium rate services from the Services we provide you, please contact us on the number listed on our website.
- 4.3 We will not be responsible for any equipment tampering or service fraud. Should you have any questions in relation to steps which may be taken to reduce the potential risk of fraud in relation to a Service or telecommunications equipment, please contact us and we will endeavour to provide such information or direct you to an appropriate source of information.

- 4.4 If you are a corporation, your Directors jointly and severally personally guarantee the payment of all monies owing by you to us. This guarantee shall be a continuing guarantee to us for all or any debts that shall be due by you from time to time to us in respect of the goods and services supplied to you by us. If at any time administrators, receivers or liquidators are appointed to you, you agree to relinquish any rights (preferences) to us, for an amount equal to your outstanding debtor account with us. If at any time we transfer or sell the outstanding debtor account balance to a related entity or third party, you and your Directors remain bound by this guarantee.

5. PERIOD OF AGREEMENT

- 5.1 This Agreement starts when you sign the Application, complete a voice recording, or when you first access our Services after receipt of these terms and conditions and continues until terminated.
- 5.2 The provision of Services commences:
- 5.2.1 if you are transferring from another Supplier, when your accounts are transferred from your current Supplier to us and any other arrangements with another Supplier for the provision of the Services have been completed;
or
- 5.2.2 if you are not transferring from another Supplier, within a reasonable period of the commencement of this SFOA.
- 5.3 If the Agreement is a non-fixed length agreement we will provide the service to you in accordance with the Agreement until the Service is cancelled in accordance with Clause 12.
- 5.4 For fixed-length agreements, this contract will continue:
- 5.4.1 for the fixed term of the contract; or
- 5.4.2 until it is terminated in accordance with Clause 12.
- 5.5 If the Agreement is a fixed-length agreement and neither you nor we cancel the service at the end of the fixed term the agreement becomes a non-fixed length agreement and we will continue to supply the Service to you on a month to month basis in accordance with the Agreement. If you do not wish to continue to use the Service on a month to month basis after the end of the fixed term of your Agreement you must inform us, in accordance with clause 12, by giving us 30 days' notice in writing, before the end of the minimum term, that you wish to cancel the service at the end of the fixed term.
- 5.6 We will not be able to automatically renew the Agreement for the same duration as the initial Contract period for a fixed term contract without your written consent.

6. TRANSFER OF YOUR SERVICES TO US

- 6.1 If in providing the Services or the Package we need to change your arrangements with your current Supplier, then we will do so in accordance with this clause.

- 6.2 Transferring to us:
- 6.2.1 You authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your telecommunications services into our name.
 - 6.2.2 You agree to give written instructions to your current Supplier to transfer your telecommunications services from your name to ours if we so request.
 - 6.2.3 You will immediately pay to your current Supplier all amounts owing to it up to the time of transfer of your telecommunications services to our name.
- 6.3 If your previous Supplier credits us with any amount concerning services provided to you before the date of transfer, we will credit that amount to your account.
- 6.4 If your previous Supplier raises with us a proper charge relating to a service it provided to you before the commencement of Services, we will advise you accordingly and you must pay your previous Supplier that amount.

7. TRANSFER OF YOUR SERVICES FROM US TO ANOTHER SUPPLIER

- 7.1 If you (or a Supplier acting with your authority) ask us to transfer any of the Services to another Supplier, then you remain liable to us for any amount payable in relation to the supply of the Services up to the date on which we transfer those services to another Supplier. You will immediately pay us that amount on receipt of our invoice.
- 7.2 The provision of Services ceases on the date on which we transfer your Services to another Supplier.
- 7.3 We will endeavour to invoice you for Services which you transfer to another Supplier and in relation to which you have incurred charges, within the next normal billing period. If after that we become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of transfer, or we resolve any dispute so that any liability relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.
- 7.4 We will not accept liability for any amounts owing by you to a Supplier or other person. You indemnify us against any claim made by a Supplier or other person against us in relation to any such amounts.
- 7.5 We will credit you with any amount credited to us by another Supplier for those Services provided up to the date of transfer.

8. PERSONAL INFORMATION AND BUSINESS INFORMATION

- 8.1 This clause 8 applies where you are a natural person or a business. If you are a natural person, we may collect Personal Information about you including but not limited to your electronic contact details such as email ("Your Personal Information").
- If you are a business customer we may collect information about your business including but not limited to your electronic contact details such as email ("Business Information").

- 8.2 You acknowledge and agree that:
- 8.2.1 If you do not supply the information we request on our Application, we may not be able to provide the Services or the Package to you;
 - 8.2.2 We will use your Personal Information or Business Information:
 - 8.2.2.1 to assess any Application by you for Services or the Package to be provided by us;
 - 8.2.2.2 to collect payments that are overdue in respect of any Services or the Package provided by us;
 - 8.2.2.3 to provide the Services or the Package to you (including the investigation or resolution of disputes relating to any Services or the Package provided to you); and
 - 8.2.2.4 we may use your Personal Information or Business Information to send commercial electronic messages, as defined under the Spam Act 2003 (Cth).
 - 8.2.3 We will also disclose or transfer your Personal Information or Business Information:
 - 8.2.3.1 to other Suppliers for the purpose of enabling us to provide the Services or the Package to you (including the investigation and resolution of disputes or complaints concerning the provision of the Services);
 - 8.2.3.2 to other Suppliers about your account, including particulars of calls and call charges;
 - 8.2.3.3 to government agencies or individuals appointed by a government (including the Telecommunications Industry Ombudsman and ACMA) responsible for the investigation and resolution of disputes or complaints concerning your use of the Services or the Package for the purpose of enabling investigation and resolution of those disputes or complaints.
- 8.3 You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information or Business Information about you, including your name, address, service number and other details. Such uses or disclosures may include, without limitation:
- 8.3.1 disclosures to the operator of the Integrated Public Number Database ("IPND");
 - 8.3.2 disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
 - 8.3.3 uses or disclosures to assist in the recovery of lost or stolen equipment;
 - 8.3.4 uses or disclosures in accordance with orders made by a court or if required or authorised by law;
 - 8.3.5 uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
 - 8.3.6 uses to assist in our internal investigations into suspected fraud or other

unlawful activities.

- 8.4 Unless you ask us not to, you acknowledge that any calls you make to our customer call centres, the content of those calls, and any emails that you send us, may be monitored and/or recorded for quality assessment, administration and/or customer information purposes.
- 8.5 Unless you ask us not to, we will use your Personal Information or Business Information to:
- 8.5.1 provide information to you about other goods or services which we or any of our Related Body Corporate or any of our partners, associates (such as telecommunication entities, providers of products or services which are related to the Services or the Package, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative), dealers, franchisee(s), and agents may offer to you;
 - 8.5.2 provide information to our Related Body Corporate, our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services or the Package, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative), dealers, franchisee(s), and agents so that they can provide information to you about goods and services they offer; and
 - 8.5.3 send commercial electronic messages as defined under the Spam Act 2003 (Cth).
- 8.6 If you do not want us to use your Personal Information or Business Information in this way, you may ask us not to by contacting our Customer Service Team.
- 8.7 We will provide you with access to most Personal Information or Business Information that we have about you, but sometimes that will not be possible, in which case we will tell you why. If you want to find out what information we have about you contact our Customer Care Team.
- 8.8 If you think that any Personal Information or Business Information we hold about you is not accurate, complete and up-to-date, you may request us to correct that information. We will take reasonable steps to correct such Personal Information or Business Information unless we disagree with you about whether the information is accurate, complete and up-to-date.
- 8.9 Clause 9 contains further information on how we may also use your Personal Information and Business Information to perform credit checks.

9. CONSENT TO CREDIT CHECK

- 9.1 If you are a company, please note that we will be performing credit checks on you.

9.2 If you are a natural person you:

- 9.2.1 understand that the Privacy Act allows us to give a Credit Reporting Agency certain Personal Information about you. The information we disclose to a Credit Reporting Agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (i.e. acted fraudulently or shown an intention not to comply with your credit obligations);
- 9.2.2 agree to our obtaining from a Credit Reporting Agency a credit report containing information about your personal credit worthiness for the purpose of assessing your application and for the purpose of assisting in collecting overdue payments;
- 9.2.3 agree to our obtaining information about your commercial activities or commercial creditworthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you; and
- 9.2.4 agree to our giving to and obtaining from any credit provider named in your Application or in a credit report on you issued by a Credit Reporting Agency, information about your credit arrangements for the purposes of:
 - 9.2.4.1 assessing your Application;
 - 9.2.4.2 notifying a default by you;
 - 9.2.4.3 allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers; and
 - 9.2.4.4 generally assessing your credit worthiness.
- 9.2.5 You understand the information exchanged can include any information about your personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

10. YOUR OBLIGATIONS

- 10.1 You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services or the Package, and their use.
- 10.2 You must use reasonable endeavours to ensure that you do not establish, maintain or permit a connection to another person's network, equipment or cabling that is prohibited by or does not meet the requirements of any technical or interconnection standards made by the ACMA under the Act unless such connection is made in accordance with a connection permit issued under the Act

or connection rules made under the Act where the party establishing, maintaining or permitting the connection (as the case may be) is subject to such connection rules.

- 10.3 You must not resupply the Services, Equipment, Software, and/or Maintenance to anyone else without our prior written consent, which we may withhold at our absolute discretion.
- 10.4 You are liable to us for all charges in relation to the Services or the Package whether or not you authorised the use of that Service or any and all components of the Package by another person.
- 10.5 If you change your address, phone number or other billing contact details, you must notify us before the end of your billing period. Please contact our Customer Care Team if you do not know when the end of your billing period is.
- 10.6 You must not use the Services, Value Added Features, Software, any of the Equipment, Voice Services Related Equipment, Data and Internet Services Related Equipment or any and all components of the Package in such a manner that may:
 - 10.6.1 menace or harass any person or intentionally cause damage or injury to any person or property or incite hatred against any person;
 - 10.6.2 expose us or you to the risk of any legal or administrative action including prosecution under any law or which would bring either of us into disrepute;
 - 10.6.3 involve the publication of material that is illegal or defamatory or which may promote others to engage in such acts;
 - 10.6.4 damage our, or our Supplier's, network or systems or cause the quality of the Services to be impaired;
 - 10.6.5 infringe any person's intellectual property, personal (as set out in Privacy Act), or other rights; or
 - 10.6.6 be unlawful.
- 10.7 You agree to comply with the Acceptable Use Policy set out on our website.
- 10.8 You must not use the Services, Voice Services Related Equipment, Data and Internet Services Related Equipment, Value Added Features, Equipment or Software, to send unsolicited information to third parties.

11. SERVICE NUMBERS, CLI and IPND

- 11.1 You acknowledge that:
 - 11.1.1 The Government owns service numbers such as telephone numbers ("Service Numbers");
 - 11.1.2 The Numbering Plan sets out rules for issuing, transferring and changing Service Numbers. You and we must comply with the Numbering Plan. Information about your rights of use of your Service Number may be obtained by contacting our Customer Care Team;
 - 11.1.3 You do not own or have any legal interest or goodwill in any Service Number or PIN issued to you and:

- 11.1.3.1 you are entitled to continue to use any Service Number we issue to you except in circumstances where the Number Plan allows us to recover the Service Number from you; and
- 11.1.3.2 you can transfer a Service Number or PIN to another person if you get our consent first.

11.2 Caller Line Identification ("CLI"):

- 11.2.1 If you do not Bar CLI in respect of calls made from your equipment then you agree that when a call is made or any text message sent from your equipment your Service Number may be sent automatically to the equipment of the called party.
- 11.2.2 You agree that if a party calling your equipment has not Barred CLI in respect of a call made from their equipment then the Service Number of the calling party may be displayed on the screen of your equipment at the time the call is made.
- 11.2.3 We, like other Suppliers, are required by law to provide your name, address, Service Number and other public number customer details to a database known as the IPND. This applies to all customers, including unlisted customers. However, unlisted service information is marked and controlled in the IPND so that it is only provided for an approved purpose to those approved data users such as directory information organisations or for the assistance of emergency service organisations or law enforcement agencies. You must contact us if you wish to have your IPND data altered in any way.

12. TERMINATION, SUSPENSION and CANCELLATION

- 12.1 We may terminate this SFOA or suspend, limit or cancel the provision of any Service or Package by notice in writing to you if:
 - 12.1.1 you fail to pay any amount due under this SFOA by the due date, we give you notice requiring payment of that amount (which we may not give in respect of an amount which is genuinely disputed until we have investigated the dispute) and you fail to pay that amount in full within the specified number of days after we give you that notice;
 - 12.1.2 you breach any material provision of this SFOA;
 - 12.1.3 you are declared bankrupt, where we are of the reasonable belief that we are unlikely to receive amounts due and payable by you;
 - 12.1.4 a provisional liquidator, liquidator, receiver or any other administrator of your business or assets is appointed or you enter into any arrangement with your creditors or any class of creditors, where we are of the reasonable belief that we are unlikely to receive amounts due and payable by you;
 - 12.1.5 any Equipment, Voice Services Related Equipment, Data and Internet Services Related Equipment connected with a Service or a Package provided to you do not function because we are unable to enter your premises in order to update or rectify such equipment;
 - 12.1.6 you cease receiving any service that we rely upon in providing the Service or

- Package through no fault of ours or our Suppliers;
- 12.1.7 you are in breach of a licence, permit or authorisation relating to the use of your telecommunications equipment, the Equipment, the Package, or the Services;
- 12.1.8 you do not provide security as required by us;
- 12.1.9 we reasonably suspect you of fraud or attempted fraud;
- 12.1.10 you vacate the premises to which we had been supplying Services or a Package to you;
- 12.1.11 you change your address or phone number; and
 - 12.1.11.1 you do not notify us in accordance with clause 10.5; or
 - 12.1.11.2 the Service may not be provided at your new address or phone number through no fault of ours or our Supplier;
- 12.1.12 we reasonably believe that your usage of the Services is unusually high (as referred to in clause 4.2);
- 12.1.13 we reasonably determine that you have failed our credit check requirements or that you are no longer credit worthy;
- 12.1.14 we are permitted or required to do so by law;
- 12.1.15 you are in breach of the Acceptable Use Policy or the Fair Use Policy;
- 12.1.16 any of our or our Supplier' Data and Internet Services Related Equipment is lost, stolen or substantially destroyed;
- 12.1.17 any of the Purchase Equipment is lost, stolen or substantially destroyed;
- 12.1.18 the physical infrastructure and site conditions for your service do not pass service qualification by our Supplier or if it is found to be unsuitable as a result of a feasibility study; or
- 12.1.19 you pass away.
- 12.2 We may, without liability, suspend, limit or terminate the provision of any Service or Package if there is no Minimum Term in place, by giving 30 days notice in writing to you.
- 12.3 You may terminate this SFOA or cancel the provision of any Service or Package by giving us 30 days notice in writing.
- 12.4 On termination of this SFOA under clause 12.1 or clause 12.3:
 - 12.4.1 You must:
 - 12.4.1.1 pay all charges incurred by you under this SFOA up to the time of termination which will become immediately due and owing upon termination;
 - 12.4.1.2 pay all outstanding amounts in a lump sum for any Purchase Equipment which you have not fully paid for at the date of termination;
 - 12.4.1.3 if we request and at our option, either immediately return all of our or our Supplier' Voice Services Related Equipment (at your cost) or make such equipment available for our, or our Suppliers, collection;

- 12.4.1.4 either pay any costs incurred by us in repossessing our or our Supplier' Data and Internet Services Related Equipment and any costs of making repairs that we think necessary or if we are unable to repossess such Data and Internet Service Related Equipment, you must pay an amount equivalent to our then current installation fees for that equipment as specified in the Rate Sheets and any costs incurred by us in attempting to repossess such Data and Internet Services Related Equipment;
 - 12.4.1.5 if we request and at our option, either immediately return all of our or our Supplier' Mobile Equipment (at your cost) or make such Mobile Equipment available for our, or our Supplier', collection; and
 - 12.4.1.6 pay the applicable Early Termination Fee (if any) to us.
- 12.4.2 If there is credit remaining on your account at the time of termination, we will, at our option, deduct the credit off any amount you owe us under clause 12.4.1 or pay you the credit or if the credit exceeds any amount you owe us, we will refund you by EFT.
- 12.5 On termination of this SFOA under clause 12.2:
 - 12.5.1 You must pay all charges incurred by you under this SFOA up to the time of termination, which amounts will become immediately due and owing upon termination;
 - 12.5.2 If we request and at our option, either immediately return all of our or our Supplier' Voice Services Related Equipment (at our cost) or make such equipment available for our, or our Suppliers, collection;
 - 12.5.3 If we are unable to repossess any Data and Internet Service Related Equipment, you must pay an amount equivalent to our then current installation fees for that equipment as specified in the Rate Sheets;
 - 12.5.4 If there is credit remaining on your account at the time of termination, we will refund you by EFT, or, at our discretion, deduct the credit off any amount you owe us under clause 12.5.1.
- 12.6 We may, without liability, suspend the provision of any Service or Package for a reasonable period for operational reasons.
- 12.7 We may refer any debt owing to us to an external collection agent or commence legal action to recover any unpaid debt to us.
- 12.8 If we suspend, limit or cancel the Services for unpaid charges or any other reason, subsequent reconnection may incur a reconnection fee (except if our action resulted from our or a supplier' mistake or manifest error).
- 12.9 The termination or expiry of the Purchase Equipment specified in Part D, will not automatically terminate your contract(s) for the supply of Services.

12.10 This clause and the following clauses will continue to apply despite termination or expiry of this SFOA or the suspension, limitation or cancellation of any Services or any and all components of the Package:

12.10.1 General Terms: clause 3 (charges and payments), clause 8 (personal information and business information), clause 9 (consent to credit check), clause 12 (termination, suspension & cancellation), clause 13 (our limitation of liability), clause 14 (your indemnity), clause 15 (confidentiality), clause 17 (assignment), clause 19 (general), clause 20 (interpretation and definitions);

12.10.2 Part A: voice service charges, access to premises, termination, and definitions;

12.10.3 Part B: data and internet service charges, shifts/moves/upgrades, indemnity, inspection or testing, destruction, our action, termination, and definitions;

12.10.4 Part C: additional termination rights, payment, ownership, things you must do, things you must not do, insurance, destruction, our action, termination, and definitions.

13. OUR LIMITATION OF LIABILITY

13.1 To the maximum extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied by legislation, the common law, equity, trade, custom or usage or otherwise relating to the provision by us of the Services, Maintenance, Software, Equipment, or any other equipment or otherwise in connection with this SFOA are expressly excluded.

13.2 Limitation of liability:

13.2.1 To the maximum extent permitted by law, we will not be liable in any way for any loss of profit, loss of savings or data or for any indirect or consequential loss, including any losses that may reasonably be supposed to have been in the contemplation of the parties (as at the date of the first supply of the Services) as a probable result of any act or omission, arising out of or in connection with the supply of any Services, any and all components of the Package, or any other equipment under this SFOA or otherwise in connection with the relationship established by this SFOA, including any loss or damage caused by our negligence or any fundamental breach of this SFOA.

13.2.2 Subject to clause 13.2 our liability, and that of our Related Body Corporate, for any direct, indirect or consequential loss or damage arising out of or otherwise in connection with this SFOA, including for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to any one or more of the following:

13.2.2.1 if the supply relates to goods, the repair or replacement of the goods or the payment of the cost of having the goods repaired or replaced; and

13.2.2.2 if the supply relates to services, the resupply of those or equivalent services or the payment of the cost of having those services resupplied.

13.2.3 Clause 13.2 only applies where those goods or services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption and section 68A(2) of the Trade Practices Act 1974 (Cth) does not apply.

13.3 Exclusion of liability:

13.3.1 To the maximum extent permitted by law, we have no liability to you or to any other person for:

13.3.1.1 acts or defaults of any Supplier or other person;

13.3.1.2 faults or defects in any facility or equipment (including the Equipment and Software) we supply to you or the Services, which are caused by or contributed to by your, or a third party's, conduct or misuse; or

13.3.1.3 faults or defects that arise in services not provided under this SFOA (even if they are connected, with our consent, to Services which we have arranged under this SFOA), which are due to incompatibility with the Services, Software and Purchase Equipment, or any other equipment that we or our Suppliers provide to you.

13.3.2 To the maximum extent permitted by law, our Suppliers have no liability to you in connection with this SFOA.

14. YOUR INDEMNITY

14.1 You indemnify us and will keep us, and our Related Body Corporate, indemnified against any loss, cost, expense, damage or other liability (including legal costs on a solicitor/client basis) arising out of:

14.1.1 your breach of this SFOA;

14.1.2 any claim or demand against us (including for negligence) by any person other than you, which arises from or is connected with our supply of the Services, any and all components of the Package, or any other equipment;

14.1.3 any claim or demand (including for negligence) which you or any other person make against any of our Suppliers which arises from or is connected with our supply of the Services, any and all components of the Package, or any other equipment;

14.1.4 any damage which you or your employees, agents or contractors cause to our, or our Supplier's, network, equipment or other property;

14.1.5 the reproduction, broadcast, use, transmission, communication or making available of any material (including data and information of any sort) by you; or

14.1.6 any breach of a person's rights or defamation of a person (or allegation of such breach or defamation) involving the use of the Services, or any and all components of the Package, or any other equipment by you.

15. CONFIDENTIALITY

- 15.1 We retain all intellectual property rights in any information relating to the Services, any and all components of the Package, the design or operation of the Services and any and all components of the Package and other technical information relating to the provision of the Services and any and all components of the Package ("Confidential Information").
- 15.2 You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.
- 15.3 On the termination of the SFOA for any reason, you will return the Confidential Information and all copies of it to us. If you have destroyed these, or any of them, then you will give us a written declaration to that effect upon our demand.
- 15.4 You will keep confidential the manner in which we arrange Services, any and all components of the Package, including our charges, savings, and other financial information.
- 15.5 You will not use information which you acquire from us for any purpose unauthorised in writing by us or in any manner which may cause us loss, whether by way of damage to our reputation, financial loss or otherwise.

16. FORCE MAJEURE

- 16.1 We are not liable for:
- 16.1.1 any delay in installing any Service, any and all components of the Package, or any other equipment;
 - 16.1.2 any delay in correcting any fault in any Service, any and all components of the Package, or any other equipment;
 - 16.1.3 failure or incorrect operation of any Service, any and all components of the Package, or any other equipment;
 - 16.1.4 service outages; or
 - 16.1.5 any other delay or default in complying with the SFOA, if it is caused directly or indirectly by any event beyond our reasonable and foreseeable control. We are not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of telephone service. No party is entitled to terminate this Agreement in such circumstances.

17. ASSIGNMENT

- 17.1 You must not assign, transfer or otherwise deal with any of your rights or obligations under this SFOA, except with our prior written consent (acting reasonably).

- 17.2 We may upon notice, assign, transfer, sell or otherwise deal with our rights under this SFOA and/or Equipment and/or any component of the Package, and your consent is not required.

18. CARRIERS & CARRIAGE SERVICE PROVIDERS

- 18.1 You represent that you are not a carrier or a carriage service provider (as those terms are defined in the Act). If you are or become a carrier or carriage service provider, you must promptly notify us of that fact and we may immediately terminate this SFOA by notice to you.

19. GENERAL

- 19.1 If you are a business customer then you agree that if we need your consent to undertake certain actions, then provided we act in good faith, we may rely upon the authority of any of your employees, who warrants to be authorised to provide consent on your behalf.
- 19.2 You warrant that you have provided full and accurate Personal Information and business information to us in connection with this SFOA and your Application and you have full power and authority to enter this SFOA and Application.
- 19.3 Governing law:
- 19.3.1 This SFOA and your Application are governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you ordinarily reside or do business (as stated in your Application).
- 19.3.2 With respect to any applicable cooling-off period legislation, the governing law will be the law of the state or territory in which you state in your Application you reside in or do business in.
- 19.4 This SFOA contains the whole understanding between us and supersedes all prior arrangements and understandings between us in connection with it.
- 19.5 From time to time we may offer special promotions to you on additional terms and conditions. If there is any inconsistency between this SFOA and the terms of the special promotion, the latter will prevail to the extent of the inconsistency.
- 19.6 The failure by either party to exercise any right or remedy under this SFOA in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.
- 19.7 If a provision of this SFOA is void or voidable or unenforceable or the invalid part severed, the remainder of this SFOA will not be affected.
- 19.8 You may complain in writing or orally by calling our Customer Care Number or the contact number located on our website. We will comply with our customer complaints policy located on our website, when endeavouring to resolve your

complaint. If we are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

- 19.9 Any notice, demand, consent or other communication required to be given to either of us must be delivered personally or sent by prepaid mail, email or by facsimile to the address of the other last notified.
- 19.10 You authorise us to complete any blank spaces or incomplete information in your Application and including but not limited to the serial numbers and other identification details of the Equipment, any and all components of the Package and any other equipment being provided to you.
- 19.11 We may engage an agent, dealer, contractor or franchisee to conduct any aspect of service or equipment provision and maintenance under this SFOA. You acknowledge that we may enter into this SFOA as principal or as agent. Where we enter into this SFOA as an agent, all references to our rights are to be read as references to us and our principal. Our performance of this SFOA may, at our discretion, be carried out by a Related Body Corporate of ours or any other party arranged by us or a Related Body Corporate (and your obligations under this SFOA will be owed to us or that Related Body Corporate or that other party, as relevant).
- 19.12 No reliance: You acknowledge that you enter into this Agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.
- 19.13 Release: You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.
- 19.14 Standard Form of Agreement: These terms and conditions have been formulated under section 479 of the Telecommunications Act and filed with the Australian Communications Authority and will be referred to as the Standard Form of Agreement or SFOA.
- 19.15 No manager, employee, servant, agent or representative of ours (other than a Director and then only in writing) has any authority to vary this SFOA and without limiting the generality of the foregoing no warranty, representation, promise, agreement, term or condition whether express or implied made by any such person will be deemed to be included in or form part of this SFOA or operate in any way collateral to these terms other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in this SFOA or which are implied by law and not excluded by these terms.

20. INTERPRETATION and DEFINITIONS

20.1 The following definitions apply unless the context requires otherwise:

20.1.1 ACMA means the Australian Communications and Media Authority.

- 20.1.2 ACT means the Telecommunications Act 1997 (Cth).
- 20.1.3 Age-restricted audio-visual service means a service that enables an end-user to access age-restricted content other than material supplied as part of a telephone sex service.
- 20.1.4 Age-restricted service means an age-restricted audio-visual service; or an age-restricted text service.
- 20.1.5 Age-restricted text service means a service supplied solely or primarily by way of a text service about which it would be concluded that a majority of persons who use the text service are likely to do so with the sole or principal object of deriving sexual gratification from the service.
- 20.1.6 Application and Customer Contract has the meaning given to it in clause 1.2 of the General Terms.
- 20.1.7 Rate Sheets means our standard rate sheets for the Services or any and all components of the Package as amended from time to time, copies of which are available on our website, on your Application or by contacting our customer service.
- 20.1.8 Barring or Bar means restricting the supply of one or more (where possible) or all eligible Services on a Service so that the customer is unable to acquire the restricted eligible Services.
- 20.1.9 Business Hours means 9am to 5pm on a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned.
- 20.1.10 Credit Limit means the monthly spend limit on eligible Services applied to a Customer's Service account.
- 20.1.11 Credit Reporting Agency has the meaning given in section 6 of the Privacy Act.
- 20.1.12 Data and Internet Services means our internet access, e-mail facilities, wide area networking services, web-page facilities, broadband, digital subscriber line, frame relay and any other related facility or services that we may provide from time to time, including any technical and other advice provided by us, to be provided to you under Part B and as specified in your Application.
- 20.1.13 Data and Internet Services Related Equipment means equipment that is not Equipment, Other Equipment or Voice Services Related Equipment, which is provided to you by us or our Supplier for use in connection with the provision of Data and Internet Services as specified in Part B.
- 20.1.14 Data and Internet Equipment means equipment which is provided to you by us or our Supplier for use in connection with the provision of Data and Internet Services and as specified in your Application.
- 20.1.15 Early Termination Fee means the fee payable by you if the contract with you is terminated before its Minimum Term has expired, the calculation of which is set out in Annexure A.
- 20.1.16 Equipment means all or any of the Data and Internet Equipment, Purchase Equipment, or other equipment specified in your Application but does not include Other Equipment.
- 20.1.17 Equipment Charge means the monthly charge for the Purchase Equipment as specified in your Application and as varied in accordance with this SFOA.
- 20.1.18 GST has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- 20.1.19 Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to any copyright, trade mark, domain name, business name, design, patent, circuit layout, semi-conductor or other similar proprietary rights and licences and sub-licences of such rights (irrespective of whether or not such rights are registered, or formal or informal); trade secrets, technical or non-technical data, knowledge, information or documentation; secret or confidential operations or information; business systems, business methods or business plans (whether registered, registrable, formal, informal or otherwise); customer lists, supplier lists and other proprietary lists, names, addresses or information not generally known; techniques, diagrams, data, proofs, prints, particulars, inventions and prototypes.
- 20.1.20 LNP Authorisation means the LNP Customer Authorisation in your Application on the terms of this SFOA.
- 20.1.21 Maintenance means any Maintenance we provide as specified in your Application and under the terms of Part C of this SFOA.
- 20.1.22 Maintenance Agreement means the Customer Contract with us for the supply of Maintenance under this SFOA.
- 20.1.23 Maintenance Charge means the charge for Maintenance as specified in your Application and as varied in accordance with this SFOA.
- 20.1.24 Minimum Monthly Spend means the Minimum Monthly Spend as specified in your Application and as varied from time to time in accordance with this SFOA.
- 20.1.25 Minimum Term or Minimum Term Contract means the term of this SFOA as specified in your Application.
- 20.1.26 Numbering Plan means the Telecommunications Numbering Plan (1997) as amended from time to time.
- 20.1.27 Other Equipment means equipment that is not Equipment provided by us.
- 20.1.28 Other Software means software that is not Software provided by us.
- 20.1.29 Package means a bundled offering of any or all Services, Equipment, Software and/or Maintenance and as described in your Application.
- 20.1.30 Part refers to any section of this SFOA so described.
- 20.1.31 Peripheral equipment means the peripheral equipment in your Application marked with an asterisk (*), and which is part of the Purchase Equipment, but it is not serviced by us as part of Maintenance.
- 20.1.32 Personal Information means any information or document referred to in section 276(1) of the Act and any personal information within the meaning given in section 6 of the Privacy Act.
- 20.1.33 Privacy Act means the Privacy Act 1988 (Cth).
- 20.1.34 Purchase Equipment means the equipment specified in your Application and supplied to you in accordance with Part C, in which ownership of that equipment transfers to you on the expiry of the Minimum Term.
- 20.1.35 Purchase Equipment Agreement means the contract with us for the supply of Purchase Equipment under this SFOA.
- 20.1.36 Purchase Equipment Charge means the monthly charge for the Purchase Equipment as specified in your Application and as varied in accordance with this SFOA, including any residual amounts owing to us at the expiry of the Minimum Term (such amounts which must be paid by you before ownership transfers to you, in accordance with Part C).

- 20.1.37 Related Body Corporate has the same meaning as in section 9 of the Corporations Act 2001 (Cth).
- 20.1.38 Services means the Data and Internet Services, Voice Services or other services specified in your Application that we supply to you under this SFOA.
- 20.1.39 Services Agreement means the contract with us for the supply of Services under this SFOA.
- 20.1.40 Service Level Agreement means the Service Level Agreement as specified in your Application and available on our website.
- 20.1.41 Site means the site described in your Application.
- 20.1.42 Software means the software we provide as specified in your Application but does not include Other Software.
- 20.1.43 Standard customer agreement and SFOA mean each of the contracts described in Clause 1 of these General Terms.
- 20.1.44 Supplier means any carrier, telecommunications service providers, internet service providers or software or equipment suppliers that provide facilities and services.
- 20.1.45 Voice Services means the telecommunications services to be provided to you under Part A and as specified in your Application.
- 20.1.46 Voice Services Related Equipment means equipment that is not Equipment, Other Equipment or Data & Internet Services Related Equipment, which is provided to you by us or our Supplier for use in connection with the provision of Voice Services as specified in Part A.
- 20.1.47 We, Us means the entity defined as 'the Company' in the policies section of our webpage and on our Service Application Form.
- 20.1.48 You, Your means the customer, as specified in your Application.

20.2 Interpretation:

- 20.2.1 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- 20.2.2 The singular includes the plural and conversely.
- 20.2.3 A gender includes all genders.
- 20.2.4 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 20.2.5 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 20.2.6 A reference to a clause or schedule is a reference to a clause of or a schedule to, this SFOA.
- 20.2.7 A reference to an agreement or document (including a reference to this SFOA) is to the agreement or document as amended, varied, supplemented, novated, or replaced, except to the extent prohibited by this SFOA or that other agreement or document.
- 20.2.8 A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 20.2.9 A reference to dollars and \$ is to Australian currency.
- 20.2.10 The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.

PART A – VOICE SERVICES

21. APPLICATION OF THIS PART

- 21.1 This Part A applies if you have requested in your Application that we supply you with Voice Services and sets out the terms and conditions on which we will supply you with Voice Services.
- 21.2 To the extent relevant, the General Terms apply to the Voice Services as though specified in full in this Part A and such terms or part of such terms will be relevant except to the extent they relate to any services or product other than voice services.
- 21.3 Voice Services consist of telecommunications services specified in your Application, including Local Calls, National Calls, International Calls, Fixed to Mobile Calls, Data Calls, 13 Calls, 1300 Calls and 1800 Calls, ToIP, VoIP, and other call types specified from time to time.

22. SERVICE NUMBER PORTABILITY

- 22.1 Subject to Clause 5, provided that your Service Number is capable of being transferred, you may transfer it from your current Supplier to us if that Service Number is declared portable under the Numbering Plan and no exemption has been granted by the ACMA.
- 22.2 Subject to Clause 5, by signing the Service Number Portability Customer Authorisation (“NP Authorisation”) which forms part of your Application, you acknowledge and agree:
 - 22.2.1 to your current Supplier transferring to us your Service Number;
 - 22.2.2 that we are only transferring your Service Number not your Voice Service. This means you may lose value added services and other features provided by your current Supplier. When you are connected to the Voice Services you will use the Voice Services specified in your Application, which may be different to the service and features that you had with your current Supplier;
 - 22.2.3 that by transferring your Service Number, the service and/or any features associated with that Service Number may be disconnected by your current Supplier and result in finalisation of your account for those services;
 - 22.2.4 that there may be costs and obligations associated with transferring your Service Number away from your current Supplier. You may have an ongoing contract with your current Supplier which requires the payment of cancellation and/or termination fees to your current Supplier if you transfer to us;
 - 22.2.5 that your current Supplier may or may not disconnect your existing service and/or value added services;

- 22.2.6 if you are transferring between different voice service platforms, you may need to purchase certain software, modems, new handset and/or Voice Equipment;
- 22.2.7 that you may need to purchase approved Voice Equipment to access the Voice Service;
- 22.2.8 that you can only withdraw your authority to transfer prior to the port cutover notification being received by us from your current Supplier. Withdrawing your LNP Authorisation does not change your contractual obligations to us under your Application and this SFOA;
- 22.2.9 that we do not warrant that we can transfer your Service Number from your current Supplier. Your current Supplier may reject the request to transfer the Service Number, if the information you provide is incorrect or does not match the data held by your current Supplier. In this case, we reserve the right and you authorise us to correct the information and resubmit the request to transfer the Service Number or dispute the rejection with your current Supplier;
- 22.2.10 that if your Service Number cannot be transferred to us then you may accept a new Service Number from us;
- 22.2.11 that your authorisation to transfer your Service Number to the Voice Services is valid for 90 days from the date of the LNP Authorisation;
- 22.2.12 that in the event of a withdrawal or reversal to your current Supplier, we:
 - 22.2.12.1 are not responsible for any period of outage of the service or features or your current service or any value added service provided by your current Supplier;
 - 22.2.12.2 do not warrant that your Service Number will be transferred to us within any specified timeframe; and
 - 22.2.12.3 to the extent permitted by law, including statutory warranties that apply under the Trade Practices Act, are not liable to you or any person claiming through you for any damage, loss, costs or expenses or other liability in contract, tort, or otherwise direct or indirect, for or in relation to the transfer of the Service Number(s), withdrawal or reversal, including a negligent act or omission by us;
- 22.2.13 that if you wish to transfer your Service Number from us to another Supplier then you must contact that other Supplier to implement the transfer; and
- 22.2.14 that we reserve the right to charge for transferring your Service Number to and from us.

23. PROVISION OF VOICE SERVICES

- 23.1 We will provide the Voice Services to you, as specified in your Application, when your accounts are transferred from your current Supplier to us and upon (the later of) completion of installation of any necessary equipment and any other arrangements with another Supplier for the provision of the Voice Services have been completed or when your account with us has been established.
- 23.2 If you fail to nominate the required Voice Services option in your Application, we will assume you wish to select us as your full service telecommunications provider.
- 23.3 We will provide you with the relevant Voice Services, unless you dial another override code or, if required for access, you dial our override code as notified to you from time to time.
- 23.4 We will provide the Voice Services using such of our facilities and services or those of other Suppliers as we may determine from time to time.
- 23.5 We will provide the required Voice Services subject to availability, geographical and technical capability. There may also be times when availability is limited due to maintenance being performed. We are not obliged to provide you with Voice Services where capacity, geography, or technical capability, affect the application or installation of the Service to your premises. We do not warrant that the Voice Services will be free of interruption, delays, or fault.
- 23.6 To the extent we provide you with a standard telephone service as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) ("CSG"). Certain specified enhanced call handling features, we may be obliged to comply with the CSG, you acknowledge and agree:
- 23.6.1 The CSG sets performance standards for service connection times, fault repair times and keeping appointments to provide you with these services. The CSG does not apply to customer equipment (including Equipment) or to customers who have more than five telephone lines;
- 23.6.2 Where you have nominated in your Application to waive (where applicable to the Voice Services nominated in your Application) in whole or part your CSG rights in relation to certain Voice Services that we are not obliged to provide you with the CSG.
- 23.6.3 Where applicable, if we fail to meet CSG performance standards you may be entitled to specified monetary compensation. Our CSG policy is available on our website.
- 23.7 You acknowledge that we reserve the right to bar access to 1900 numbers, data calls, internet service providers and any other calls as set out in clause 4.2 or in a Fair Use Policy or as we deem necessary from time to time. If you wish to bar access to premium rate services from your Voice Service, please contact us.

23.8 If you are on a Minimum Term Contract:

23.8.1 The fixed minimum term of your Minimum Term Contract specified in your Application commences on the date that you sign your Application;

23.8.2 For the fixed term of your Minimum Term Contract you agree:

23.8.2.1 to maintain us as your carrier for, as a minimum, the voice services; and

23.8.2.2 to maintain the same level of business (or more) with us than as at the date that you sign your Application;

23.8.2.3 you agree to give us reasonable notice in advance of any significant changes in your telecommunications requirements so that we can plan for these changes; and

23.8.2.4 you acknowledge that the pricing available to you under the SFOA is subject to you maintaining us as your carrier for, as a minimum, the voice services.

24. VOICE SERVICES CHARGES

24.1 The charges applicable to the Voice Services are specified in the Rate Sheets and your Application.

24.2 We may vary any of the charges applicable to the Voice Services in accordance with clause 2.4.

25. PROVISION OF VOICE SERVICES RELATED EQUIPMENT

25.1 For the avoidance of doubt, this clause applies to any equipment provided by us that is not Purchase Equipment, and is not Data and Internet Services Related Equipment and may include equipment supplied by a Supplier.

25.2 If you purchase any Voice Services Related Equipment from us, risk in the equipment passes to you on delivery to the delivery address you nominate in your Application.

25.3 You are responsible for maintaining any Voice Services Related Equipment supplied by us or a Supplier. You indemnify us or the Supplier against any loss or damage to the Voice Services Related Equipment unless it is due to fair wear and tear.

25.4 You will ensure that any Voice Services Related Equipment supplied to you or facilities and connections used in providing the Voice Services, are not altered, maintained, repaired or connected to or disconnected from any power source or line except by a person approved by us.

- 25.5 We, or a person approved by us, or our Supplier may require access to your premises from time to time in connection with the provision, inspection and maintenance of Voice Services Related Equipment or Voice Services, including the installation, replacement or modification of necessary telecommunications connection, facilities, wiring or cabling in order for you to receive the Voice Services. If you do not own the premises, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or any contractor, agent or representative approved by us, and our Supplier against a claim by the owner of the premises in relation to such entry on the premises. If you do not provide access as we reasonably request, which must be during Business Hours, we may limit, suspend or cancel the Voice Services. We reserve the right to charge you, at our standard rates, should we, or our Suppliers, not be able to access your premises at the agreed appointment time (regional services will attract an additional charge).

26. FAULT REPORTING

- 26.1 We will provide a 7-day fault reporting service. You should notify any faults regarding your Voice Services to our faults team, on the contact number which is located on your invoice and our website.
- 26.2 Actions:
- 26.2.1 We are responsible for correcting faults in supplying the Voice Services. You must provide all necessary assistance to enable us to locate and repair any fault which is our responsibility.
- 26.2.2 We are not responsible for any fault which is on your side of the network termination point, except in relation to Purchase Equipment, or Other Equipment that we are maintaining.
- 26.2.3 We are not responsible for any fault which is within the network of a Supplier. However, we will notify that Supplier of the fault and request that the fault be corrected promptly.

27. SERVICE LEVELS

- 27.1 There may be Service Levels applicable to the Voice Services you have chosen in your Application. If Service Levels are applicable, then these are as referred to in your Application and/or as provided to you after you sign your Application or otherwise as varied by us and notified to you from time to time. Details of such Service Levels may also be provided on our website.
- 27.2 We are committed to upholding the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) issued by the Australian Communications and Media Authority (CSG Standard) for eligible voice services. Please refer to our Customer Service Guarantee Policy Document available through our website.

28. TERMINATION

- 28.1 The services described in this Part of the SFOA may be terminated in accordance with clause 12.

29. DEFINITIONS

- 29.1 In this Part A, unless the context requires otherwise:

- 29.1.1 13 Calls means the relevant 13 inbound services provided to you by us.
- 29.1.2 1300 Calls means the relevant 1300 inbound services provided to you by us.
- 29.1.3 1800 Calls means the relevant 1800 inbound services provided to you by us.
- 29.1.4 Data Calls means a call enabling carriage of voice, data, text or image by means of digital data.
- 29.1.5 Eligible Calls for Voice Services are Local Calls (voice not data), National Calls (voice not data), International Calls (voice not data), Fixed to Mobile Calls (voice not data), 13, 1300, 1800 Inbound Services. For clarity, they do not include PSTN Data Calls, calls to 13, 1300, 1345, calls to international mobiles, calls to time and weather and or any other call type not specifically identified as being an Eligible Call (including where so identified under a Rate Sheet).
- 29.1.6 Fixed to Mobile Calls means calls made from a PSTN or ISDN or VoIP telephone service to a cellular public mobile telecommunications service provided in Australia.
- 29.1.7 International Calls means a call made from a PSTN or ISDN or VoIP telephone service from Australia to another country; from Australia (excluding Norfolk Island) to Norfolk Island; from Norfolk Island to the rest of Australia; or from Australia's bases in the Antarctic to Australia and other countries.
- 29.1.8 Local Calls means a call between a telephone service and a telephone service where:
- 29.1.8.1 the A-Party and the B-Party are in the same Standard Charging Zone;
 - 29.1.8.2 the A-Party and the B-Party are in adjoining Standard Charging Zones; or
 - 29.1.8.3 either the A-Party or the B-Party is located in a Charging Precinct and the other is in its designated Standard Charging Zone, as defined in the Act, the Numbering Plan, and the Telstra PSTN SFOA.
- 29.1.9 Long Distance Preselection Option means that we will be your default provider for your International Calls, National Calls and Fixed to Mobile Calls.
- 29.1.10 National Calls means a call made within Australia from a PSTN or ISDN or VoIP telephone service to a PSTN or ISDN or VoIP telephone service, which is not a Local Call or a Fixed to Mobile Call.
- 29.1.11 ToIP means Telephony over internet protocol as specified in your Application.
- 29.1.12 VoIP means Voice over internet protocol as specified in your Application.

PART B – DATA and INTERNET SERVICES

30. APPLICATION OF THIS PART

- 30.1 This Part B applies if you have requested in your Application that we supply you with Data and Internet Services and sets out the terms and conditions on which we will supply you with Data and Internet Services.
- 30.2 To the extent relevant, the General Terms apply to the Data and Internet Services as though specified in full in this Part B and such terms or part of such terms will be relevant except to the extent they relate to services other than data and Internet services.

31. PROVISION OF DATA and INTERNET SERVICES

- 31.1 We will provide the Data and Internet Services to you, as specified in your Application, when your accounts are transferred from your current Supplier to us and upon (the later of) completion of installation of any necessary equipment and any other arrangements with another Supplier for the provision of the Data and Internet Services have been completed or when your account with us has been established.
- 31.2 We will provide the required Data and Internet Services and its coverage subject to availability, geographical and technical capability, lack of capacity and faults in other telecommunications networks to which the Data and Internet Service is connected. There may also be times when maintenance being performed on the Services limits availability. We are not obliged to provide you with Data and Internet Services where capacity, geography or technical capability, affect the application or installation of the Service to your premises. For certain Data and Internet Services, coverage may only be available in selected metropolitan and regional areas.
- 31.3 We do not warrant that the Data and Internet Services will be free of interruption, delays or faults. You acknowledge and agree:
- 31.3.1 that certain Data and Internet Service is not suitable for (and is not supplied for the purpose of) supporting any application which needs continuous fault free service; and
- 31.3.2 that you are responsible for making your own assessment of whether you need continuous fault free services and obtaining and implementing advice about alternative telecommunication services suitable for such purposes.
- 31.4 We are not obliged to provide Data and Internet Services to you if the physical infrastructure of your premises or site does not pass service qualification by our Supplier or if it is found to be unsuitable as a result of a feasibility study.
- 31.5 You agree that we may not supply a 'standard telephone service' (for the purposes of the Act) under this Part B with the internet access component and as such the Data and Internet Services are not subject to the Customer Service guarantee standard administered by the ACMA.

32. PERIOD OF AGREEMENT

- 32.1 You must take the Data and Internet Services for the Minimum Term if specified in your Application, subject to your rights.
- 32.2 The Minimum Term commences when:
 - 32.2.1 if you are arranging for self-installation of the required equipment, and
 - 32.2.2 you supply the required equipment yourself, on the date we activate your Data and Internet Services; or
 - 32.2.3 if we supply you with the required equipment, on the date of delivery of the required equipment; or
 - 32.2.4 if we are installing equipment for you, and
 - 32.2.5 the equipment is being installed at a single Site, the date that we install the equipment at the Site; or
 - 32.2.6 the equipment is being installed at multiple Sites, the date we install the equipment at the second Site.
- 32.3 Unless you notify us in writing prior to the expiration of the Minimum Term that you wish to cease receiving the Data and Internet Services at the expiration of the Minimum Term, the Minimum Term of this SFOA will be automatically extended from month to month ("Holding Over Period") at the same rate, including the same Minimum Monthly Spend, and on the same terms and conditions.

33. DATA and INTERNET SERVICES CHARGES

- 33.1 The charges applicable to the Data and Internet Services are specified in the Rate Sheets and the applicable Schedule attached to your Application.
- 33.2 The Minimum Monthly Spend is payable in advance. In addition, you will be charged in arrears for your usage of the Data and Internet Services in accordance with the charges specified in your Application and the Rate Sheets. Your usage of the Data and Internet Services will be calculated based on the data uploaded and downloaded, unless your Application states otherwise.
- 33.3 The first and last month's Minimum Monthly Spend will be pro-rated based on the number of days of service supply in the relevant month.
- 33.4 We may vary any charges for the Data and Internet Services in accordance with clause 2.4.

34. SHIFTS/ MOVES/ UPGRADES

- 34.1 If you request your Data and Internet Services to be moved to a new address at any time, there may be a charge payable in accordance with the relevant Schedule attached to your Application. If Data and Internet Services cannot be provided at your new address, we may terminate this SFOA by notice to you.
- 34.2 You may be able to change your Data and Internet Service if it is specified in the applicable Schedule attached to your Application. Changes to your plan involving a downgrade on the Data and Internet Service or value of the Minimum Monthly Spend, may require you to commit to a new Minimum Term on all or part of your Service, from the date of change, equivalent to your current Minimum Term and a fee may apply.

35. SERVICE LEVELS

- 35.1 We will use reasonable endeavours to meet the Response Target where response target/SLAs are advertised and/or advised by us as specified in the Terms and conditions.
- 35.2 We will use our reasonable endeavours to meet the Restore Target and the Availability Target.
- 35.3 The Availability Target will be calculated in accordance with the formula set out: $(\text{Available Hours during month} \times 100) \div \text{hours in month}$.
- 35.4 The Available Hours are measured at a point in the relevant network designated by us to be indicative of the availability experienced by you.
- 35.5 At your request, we will calculate the Available Hours in a calendar month. If a Service is unavailable to you for any period of time as a result of an outage, this period of time will only be excluded from your Available Hours if you notify our Help Desk within five days of the outage.
- 35.6 Availability Guarantee:
- 35.6.1 If the Availability Target is not met then, for each hour of Service unavailability or fraction thereof in any calendar month above the Service unavailability time which meets the Availability Target, at your request your account shall be credited by an amount equivalent to one day of Charges (on a pro-rata basis) for the Service with respect to which the Availability Target has not been met.
- 35.6.2 If the Restore Target is not met then, for each day the Restore Target is not met, at your request your account shall be credited by an amount equivalent to one day of Charges (on a pro-rata basis) for the Service with respect to which the Restore Target has not been met. You may obtain no more than one credit per day, irrespective of how often in that day we failed to meet the Restore Target.

- 35.6.3 Notwithstanding anything to the contrary, the maximum total amount of credit issued in any calendar month as the Availability Guarantee remedy shall not exceed the total of the monthly Charges and the start-up Charges (if any) which, absent the credit, would have been charged for that month for the Service with respect to which the Availability Guarantee has not been met.
- 35.6.4 The Availability Guarantee in respect of the Availability Target and Restore Target is applicable only if you complete our "Service Level Agreement Rebate Form", which is available on request from our Customer Service department. You are solely responsible for providing us with accurate and current contact information for your account administrator. We will be relieved of our obligations under the Availability Guarantee in respect of an Availability Target and a Restore Target if our contact information for your account administrator is out of date or inaccurate due to your action or omission.
- 35.6.5 We will use all reasonable endeavours to provide you with information regarding the progress of resolving any reported fault before the end of each Customer Update Period, but you acknowledge that we are only required to do so if any new information is available.

36. ACCEPTABLE USE POLICY

- 36.1 If you are receiving Internet Services, you agree to comply with our Acceptable Use Policy.

37. SOFTWARE

- 37.1 Except for Software provided as part of the Data and Internet Services Related Equipment, or Maintenance, we will not provide you with any Other Software in order to access and use the Data and Internet Services or Purchase Equipment. You will be responsible for obtaining such Other Software necessary to access and use the Data and Internet Services or Purchase Equipment, but you must first get our prior written permission.
- 37.2 We will not provide support on any Other Software and in our absolute discretion we may charge you an additional fee to install Other Software (if required).

38. PROVISION OF DATA and INTERNET SERVICES RELATED EQUIPMENT

- 38.1 In order to access the Data and Internet Services, we or our Suppliers may provide you with Data and Internet Services Related Equipment or you may use your own equipment, as nominated in your Application and approved by us.
- 38.2 If you purchase any Data and Internet Services Related Equipment from us or our Suppliers, then risk in the Data and Internet Services Related Equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery.

39. INSTALLATION OF DATA and INTERNET SERVICES RELATED EQUIPMENT

- 39.1 We may either install your Data and Internet Services Related Equipment at the Site or you may install the Data and Internet Services Related Equipment yourself as specified in your Application.
- 39.2 You are responsible for all costs of delivery (as specified in the applicable Schedule attached to your Application) and installation and for preparing the Site for installation. Our cost of installation may vary from the quotation price once we have physically inspected the Site.
- 39.3 If requested by us, you will execute an acknowledgment of delivery in an acceptable form.
- 39.4 If we are installing your Data and Internet Service Related Equipment, you must provide us or our Suppliers with reasonable access to your premises during Business Hours unless otherwise stated in your Application. We reserve the right to charge you in accordance with the applicable Schedule attached to your Application, if we or our Supplier are unable to obtain access to your premises at the agreed appointment time.
- 39.5 You are responsible for all additional installation service charges where the work required on Site is greater than two hours unless otherwise stated in your Application. The installation charge is payable on commencement of the Service (pro-rated where the network is delivered to you in stages).
- 39.6 You acknowledge that installation of the Data and Internet Services may cause temporary disruption to your standard telephony services.
- 39.7 Changes to the configuration of the equipment not requiring a Site visit that are requested after the order is recognised as received by us may be subject to a configuration charge as specified in the relevant Schedule attached to your Application. Configuration changes requiring a Site visit will be subject to a standard or regional installation fee, as specified in the relevant Schedule attached to your Application.
- 39.8 We will use reasonable endeavours to configure the equipment such that it works with your network based on the information supplied by you about your network. We will also endeavour to provide telephone support to assist you where possible. However, as there are many possible network configurations, we cannot guarantee the Data and Internet Services will work in conjunction with your network, modem, router and/or site conditions. Local network configuration remains your responsibility.
- 39.9 Telephone line configuration changes are only available for our supported modems and routers.
- 39.10 Changes made by you to the supplied configuration are at your risk and will not be supported by us.

40. YOUR OBLIGATIONS IN RELATION TO DATA and INTERNET SERVICE RELATED EQUIPMENT

- 40.1 If you are supplied with Data and Internet Services Related Equipment by us or by our Suppliers on our behalf, other than where you purchase such equipment, then the whole of this clause 40 applies to you. If you purchase Data and Internet Related Equipment from us, then only clauses 40.4 apply to you.
- 40.2 We will permit you to use the Data and Internet Services Related Equipment on the terms and conditions of this SFOA.
- 40.3 The Data and Internet Services Related Equipment is and remains our property unless specified by us (or the property of our Suppliers or of an entity related to us or our Suppliers) and you hold it for us or our Suppliers (as the case may be). We may change the Data and Internet Services Related Equipment at any time by giving you three days' notice.
- 40.4 Risk in the Data and Internet Services Related Equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery.
- 40.5 You must not do anything to give rise to an adverse claim to our rights (or the rights of our Suppliers or of an entity related to us or our Suppliers) in or ownership of the Data and Internet Services Related Equipment.
- 40.6 The Data and Internet Services Related Equipment may also be subject to design rights or other rights. You must not copy or reproduce any part of the manuals or of the Data and Internet Services Related Equipment without our written permission.

41. FAULT REPORTING AND MAINTENANCE

- 41.1 If we have a Service Level agreement with you then the Service Level nominated in your Application applies and details of such Service Levels are available at our website or available from us on request. You should notify any faults regarding your Data and Internet Services to our help desk, the contact number for which is located on your invoice and on our website.
- 41.2 Before reporting a fault to us, you should ensure that the fault is not due to hardware, software or networks that are not being managed by us. We reserve the right to charge you our standard on-site visit fee if no fault is found.
- 41.3 We are:
 - 41.3.1 responsible for correcting faults in the Services and you must provide all necessary assistance to enable us to locate and repair any fault which is our responsibility;
 - 41.3.2 not responsible for any fault which is on your side of the network termination point; and
 - 41.3.3 not responsible for any fault which is within the network of a Supplier and we will notify that Supplier of the fault and request that the fault be corrected promptly.

- 41.4 If we request, you must provide us or our Suppliers with reasonable access to your premises during the hours of 9am - 5pm, Monday to Friday (excluding public holidays) or if Service Levels apply to your Data and Internet Service, at the times specified in the Service Level Agreement.
- 41.5 We reserve the right to charge you in accordance with the relevant Schedule attached to your Application, if we or our Supplier are unable to obtain access to your premises at the agreed appointment time. Regional services may attract an additional charge which is also specified in the relevant Schedule attached to your Application. A charge may be due where line fault requires an on-site visit to rectify.
- 41.6 You are responsible for the supply and maintenance of any additional hardware required to make the Data and Internet Services operational as a result of incompatible services being used.

42. TERMINATION

- 42.1 The services described in this Part of the SFOA may be terminated in accordance with clause 12.

43. DEFINITIONS

- 43.1 In this Part, unless the context requires otherwise:
- 43.1.1 Acceptable Use Policy means the policy relating to your use of the Internet Services which can be accessed on our website.
- 43.1.2 Internet Services means that part of the Data and Internet Services which is accessible via the public internet. This includes internet access, email facilities, web-page facilities and any other related internet facility or services that we may provide from time to time. This specifically does not refer to wide area networking services that are not accessible via the public internet.
- 43.1.3 Minimum Monthly Spend means the total monthly recurring charge specified in the Rate Sheets or your Application for the Data and Internet Service.
- 43.1.4 Service Levels means the service levels applicable to the Data & Internet Service you have chosen in your Application and details of such Service Levels are available on our website or available from us on request.
- 43.1.5 In this Part, any references to 'standard' or 'regional' coverage, is to such coverage as determined by us from time to time.

PART C – PURCHASE EQUIPMENT

44. APPLICATION OF THIS PART

44.1 This Part C applies if you have requested in your Application that we supply you with Purchase Equipment and sets out the terms and conditions on which we will supply you with the Purchase Equipment. You are only eligible to purchase Equipment if you also purchase Voice Services, Data and Internet Services, or any other Services specified in your Application that are required to be purchased with that Equipment. In addition, as stated in your Application:

44.1.1 We may offer you a credit towards the purchase price of equipment on the terms specified in your Application.

44.1.2 To the extent relevant, the General Terms apply to the Purchase Equipment and the Purchase Equipment Charge as though specified in full in this Part C and such terms or part of such terms will be relevant except to the extent they relate to Voice Services and Data and Internet Services, and charges for Voice Services and Data and Internet Services.

44.1.3 For the avoidance of doubt all your rights and obligations in relation to the Purchase Equipment and payment of the Purchase Equipment Charges are contained in this Part C.

45. INSTALLATION

45.1 We will provide the Purchase Equipment nominated by you in your Application.

45.2 You are responsible for all costs of delivery and installation and for preparing the Site for installation. The cost of installation may vary from the quotation price once we have physically inspected the Site.

45.3 If requested by us, you will execute an acknowledgment of delivery in an acceptable form.

46. PERIOD OF AGREEMENT

46.1 You agree to the Minimum Term described in your Application, commencing on the date we deliver the relevant Purchase Equipment, or otherwise in accordance with these terms and conditions.

47. PAYMENT

47.1 You agree to pay the Purchase Equipment Charges (which may be included as part of the Minimum Monthly Spend) stated in your Application each month throughout the Minimum Term. The amount of Purchase Equipment Charges can be varied in accordance with this SFOA.

- 47.2 You agree that we may (subject to your rights under this Part C) sell, transfer or assign our rights under this Part C and/or to the Purchase Equipment and that your consent to such dealing is not required.
- 47.3 Termination of any other part of the SFOA does not constitute or effect a termination of this Purchase Equipment Agreement.
- 47.4 If the Services Agreement is terminated in, you must continue paying the Purchase Equipment Charge (which may be included as part of the Minimum Monthly Spend), at the same charges specified in your Application, in accordance with the terms of this Part C, for the remainder of the Minimum Term.
- 47.5 You acknowledge that in respect of any amounts we receive from you in relation to the Minimum Monthly Spend, we will attribute them to charges for Services initially and then to any charges for Purchase Equipment.

48. OWNERSHIP

- 48.1 The Purchase Equipment is and remains our property (or the property of an entity related to us) and you hold it for us until you have paid for it in full in cleared funds. If stated in your Application, you will remain liable for any residual amount owing to us at the expiry of the Minimum Term and ownership of the Purchase Equipment will not pass to you until this residual amount is paid in accordance with your Application. If you damage or lose any Purchase Equipment before you have paid for it in full, you will still be required to pay us for the full price of the Purchase Equipment.
- 48.2 The Purchase Equipment is at your risk from the time of delivery to the address you nominate in your Application for the purposes of delivery.
- 48.3 The warranty period (if any) for each item of the Purchase Equipment and installation workmanship (if installed by us) is detailed at the time of the Application. Any warranty we provide you only covers the Purchase Equipment and not anything else, including but not limited to, things attached to the Purchase Equipment or the wiring already at the Site.
- 48.4 We will use reasonable efforts to transfer to you any manufacturer' warranty in the Purchase Equipment, from the time title passes to you.
- 48.5 You must not do anything to give rise to an adverse claim to our rights in or ownership of the Purchase Equipment. You cannot sell or use the Purchase Equipment for a loan or deal with it in any way until you own the Purchase Equipment.

- 48.6 Manuals provided to you are subject to copyright. The Purchase Equipment may also be subject to design rights or other rights. You must not copy or reproduce any part of the manuals or of the Purchase Equipment without our written permission.
- 48.7 Unless nominated in your Application, we will not provide you with any maintenance or software as part of the Purchase Equipment.

49. THINGS YOU MUST DO

- 49.1 You must:
- 49.1.1 arrange for the Purchase Equipment to be properly serviced so that it is at all times in good working condition and remains subject to any applicable warranty;
 - 49.1.2 comply with the manufacturer' instructions relating to the Purchase Equipment and its use;
 - 49.1.3 comply with all laws and regulations relating to the Purchase Equipment, the use or possession of it, or any premises on which it is situated;
 - 49.1.4 keep the Purchase Equipment at the Site address indicated in your Application, or at such other place as we approve in writing;
 - 49.1.5 produce the Purchase Equipment for inspection or testing by us, or a person approved by us, at our request, and for this purpose allow us access to any place where the Purchase Equipment is kept;
 - 49.1.6 keep the Purchase Equipment under your control or the control of your employees; and
 - 49.1.7 notify us immediately in writing if the Purchase Equipment is lost, stolen or damaged or any person asserts any rights to the Purchase Equipment.

50. THINGS YOU MUST NOT DO

- 50.1 You must not:
- 50.1.1 change the Purchase Equipment, make any addition to it or install anything with it without our written consent. You agree that the changed Purchase Equipment, including any other goods supplied with or attached to it, becomes our property and will comprise the Purchase Equipment for the purposes of this SFOA;
 - 50.1.2 use the Purchase Equipment for any purpose which is unlawful or might endanger the safety or condition of the Purchase Equipment or prejudice our interest in it;

50.1.3 alter or cover up any insignia, number or mark in or on the Purchase Equipment; or

50.1.4 alter the installation of the Purchase Equipment in a way that makes it a fixture.

51. INSURANCE

51.1 Unless agreed otherwise in writing, you must:

51.1.1 insure the Purchase Equipment and keep it insured for its full insurable value under an all risks insurance policy;

51.1.2 take out and maintain an adequate level of public risk liability insurance in relation to the Purchase Equipment and its use;

51.1.3 take out each insurance policy with a reputable insurer in your and our joint names for our respective rights and interests;

51.1.4 punctually pay all premiums on each insurance policy and not prejudice any policy;

51.1.5 if we request, provide us with adequate evidence of the insurance policies;

51.1.6 irrevocably authorise us to receive all money payable under the insurance policies, or payable by any person for damage to or loss of the Purchase Equipment or any injury, death, damage or loss caused by the Purchase Equipment or its use; and

51.1.7 appoint us your attorney:

51.1.7.1 to make, recover and/or compromise in your name any claim under such insurance or against any person; and

51.1.7.2 to appropriate any insurance money or other amount received at our option towards repair or replacement of the Purchase Equipment or towards any money payable by you to us or to any third party.

52. DESTRUCTION

52.1 If the Purchase Equipment is lost, stolen or substantially destroyed we may terminate this SFOA agreement by notice to you.

52.2 We will credit you any insurance money or proceeds of salvage received by us if and when received up to the amount payable by you.

52.3 Your obligations under this SFOA continue even if the Purchase Equipment breaks down, is defective or damaged.

52.4 If the Purchase Equipment breaks down, is defective or damaged, lost, stolen or substantially destroyed, you agree you have no right or claim to set-off or withhold the Purchase Equipment Charges or other money.

53. OUR ACTION

53.1 If you fail to comply with any obligations under this SFOA, we may in our discretion pay any money or do any other thing necessary to make good that failure (but without affecting any of our rights or remedies as a result of the failure).

53.2 We may do anything which we consider reasonable to protect or enforce our rights in the Purchase Equipment.

53.3 You irrevocably authorise us to act on your behalf in protecting or enforcing our rights in the Purchase Equipment, as we may reasonably require.

54. SOFTWARE

54.1 We will only provide you with Software which you have selected on your Application Form. We will not provide you with any Other Software in order to access and use the Purchase Equipment. You will be responsible for obtaining such Other Software necessary to access and use the Purchase Equipment, but you must first get our prior written permission.

54.2 We will not provide support on any Other Software and in our absolute discretion we may charge you an additional fee to install Other Software (if required).

55. DEFINITIONS

55.1 In this Part C, unless the context requires otherwise:

55.1.1 Proposed Installation Date means the nominal date stated in your Application for the installation of Purchase Equipment.

PART D - PHONE ANSWERING SERVICES

56. APPLICATION OF THIS PART

- 56.1 This Part D applies if you have requested in your Application that we supply you with Phone Answering Services ("LA Services") and sets out the terms and conditions on which we will supply you with Phone Answering Services.
- 56.2 To the extent relevant, the General Terms apply to the LA Services as though specified in full in this Part D and such terms or part of such terms will be relevant except to the extent they relate to services other than Phone Answering Services.
- 56.3 Phone Answering Services consist of all call centre services specified in your Application, including live telephone answering and reception services.

57. PROVISION OF PHONE ANSWERING SERVICES

- 57.1 We will provide the LA Services to you, as specified in your Application, upon completion of the necessary service set-up procedure and any other arrangements for the provision of the LA Services have been completed.
- 57.2 LA Services will be supplied to you through third party Suppliers and Service Providers ("LA Suppliers") that we may nominate from time to time. In providing the LA Services:
 - 57.2.1 we may retain the services of such third party LA Suppliers as we select at our discretion;
 - 57.2.2 we may change LA Suppliers without notice to you; and
 - 57.2.3 you irrevocably authorise us to liaise with the relevant LA Suppliers on your behalf in order for us to change or retain LA Suppliers.
- 57.3 We provide no warranty that we will be able to supply the LA Services at all times and we are not liable for any failure to provide all or part of any of the LA Services. However, to the extent and to the standard that LA Suppliers provide LA Services to us, those LA Services will be provided by us to you. If your LA Service provision is disrupted or does not meet your requirements, we will use our best efforts to rectify the issue as soon as possible and we will not be liable for any loss or damage you incur as a result of any delay in reinstating the LA Services.
- 57.4 We will supply you with a Service Number for the purpose of using the LA Service. You acknowledge that:
 - 57.4.1 you do not own or have any legal interest or goodwill in the Service Number;
 - 57.4.2 upon notice, we reserve the right to change the Service Number at any time;
 - 57.4.3 upon termination of your service, the Service Number will be retained by us for use by other customers;

57.4.4 it is your sole responsibility to activate the necessary diversions to the Service Number in order to use the LA Service. Your Monthly Access Charges apply from the day the LA Service is activated with the Call Centre and we take no responsibility for failure to use the service for any reason.

57.5 We do not take any responsibility for any inbound calls, including and without limitation, any inbound calls from:

57.5.1 telemarketers and/or calls from promotional companies;

57.5.2 callers who have dialled the number in error;

57.5.3 callers who do not leave messages.

Such calls qualify as inbound calls and may result in usage charges as per your Service Application.

58. DISCLAIMER OF WARRANTIES

58.1 You acknowledge and agree that the use of LA Services is at your sole risk. To the maximum extent permitted by the applicable law, LA Services are provided 'as is' and 'as available', with all faults and without warranty of any kind.

58.2 We expressly disclaim all representations and warranties, whether express, implied, statutory or otherwise, regarding any LA Services provided by us and/or by any of our LA Suppliers.

58.3 Without limiting the foregoing, we make no representations or warranties regarding the quality, accuracy or content of any information or messages received on your behalf, and we do not warrant that any part of the LA Services will be free of mistakes, defects or inaccuracies, or will meet your requirements.

59. PHONE ANSWERING SERVICE CHARGES

59.1 The charges applicable to the LA Services are specified in the Rate Sheets and your Application. We may vary any of the charges applicable to the LA Services in accordance with clause 2.4.

60. PERIOD OF AGREEMENT and PLAN CHANGES

60.1 You must take the LA Services for the Minimum Term if specified in your Application, subject to your rights. The Minimum Term commences on the date the LA Service becomes active with the Call Centre.

60.2 Unless you notify us in writing prior to the expiration of the Minimum Term that you wish to cease receiving the LA Services at the expiration of the Minimum Term, the Minimum Term of this SFOA will be automatically extended from month to month at the same rate, including the same Minimum Monthly Spend, and on the same terms and conditions.

60.3 You may request to change the Pricing Plan of your LA Service during the Minimum Term. Such requests will only be accepted by us in writing. If we approve such request, the following applies:

60.3.1 If there is no change to the type of LA Service being provided, changes to the Pricing Plan will take effect from the first day of the following Billing Cycle.

60.3.2 If there is a change to the type of LA Service being provided, changes to the Pricing Plan will take effect from the day the new LA Service is activated. Any Call Charges and Call Credits relating to the existing and new type of LA Service will be calculated according to the number of days as a percentage of the Billing Cycle in which it is being used.

61. TERMINATION

61.1 The services described in this Part of the SFOA may be terminated in accordance with clause 12.

62. DEFINITIONS

62.1 In this Part D, unless the context requires otherwise:

62.1.1 Phone Answering Services means the relevant call centre facilities provided to you by us. These include, but are not limited to:

- 62.1.1.1 Business 24/7 Message Service;
- 62.1.1.2 Team 24/7 Message Service;
- 62.1.1.3 Virtual Reception Service;
- 62.1.1.4 Call Centre Services.

62.1.2 Call Centre means facilities used to provide the phone answering services.

62.1.3 Service Providers means third party service providers of phone answering services.

62.1.4 Call Charges means any amounts payable by you for handling the inbound calls directed to the phone answering service.

62.1.5 Call Credits means the amount of call charges included in the monthly access fee.

62.1.6 Monthly Access Fee means the minimum amount payable by you for the provision of phone answering services and/or facilities.

62.1.7 Service Number means an Australian landline telephone number dedicated to your specific phone answering service that connects with the call centre.

PART E - VIRTUAL FAX SERVICES

63. APPLICATION OF THIS PART

- 63.1 This Part E applies if you have requested in your Application that we supply you with Virtual Fax Services ("VFax Services") and sets out the terms and conditions on which we will supply you with Virtual Fax Services.
- 63.2 To the extent relevant, the General Terms apply to the Fax Services as though specified in full in this Part E and such terms or part of such terms will be relevant except to the extent they relate to services other than Virtual Fax Services.
- 63.3 VFax Services consist of an internet fax service facility that allows you to send and receive facsimiles via the internet and without the use of a fax machine.

64. PROVISION OF VIRTUAL FAX SERVICES

- 64.1 We will provide the VFax Services to you, as specified in your Application, upon completion of the necessary service set-up procedure and any other arrangements for the provision of the VFax Service have been completed.
- 64.2 VFax Services will be supplied to you through third party Suppliers and Service Providers ("VFax Suppliers") that we may nominate from time to time. In providing the VFax Services:
 - 64.2.1 we may retain the services of such third party VFax Suppliers as we select at our discretion;
 - 64.2.2 we may change VFax Suppliers without notice to you; and
 - 64.2.3 you irrevocably authorise us to liaise with the relevant VFax Suppliers on your behalf in order for us to change or retain VFax Suppliers.
- 64.3 We provide no warranty that we will be able to supply the VFax Services at all times and we are not liable for any failure to provide all or part of any of the VFax Services. However, to the extent and to the standard that VFax Suppliers provide VFax Services to us, those VFax Services will be provided by us to you. If your VFax Service provision is disrupted or does not meet your requirements, we will use our best efforts to rectify the issue as soon as possible and we will not be liable for any loss or damage you incur as a result of any delay in reinstating the VFax Services.
- 64.4 We will supply you with a Service Number for the purpose of using the VFax Service. You acknowledge that:
 - 64.4.1 you do not own or have any legal interest or goodwill in the Service Number;
 - 64.4.2 upon notice, we reserve the right to change the Service Number at any time.
 - 64.4.3 upon termination of your service, the Service Number will be retained by us for use by other customers.
- 64.5 You must have access to a computer with internet access to use the VFax Service. A scanner is required to send faxes other than digital documents.

65. DISCLAIMER OF WARRANTIES

- 65.1 We provide no warranty that we will be able to supply the identical VFax Service to the service you have requested pursuant to these terms nor do we give any warranty or accept any liability to you or any third party in relation to or arising out of:
- 65.1.1 the quality, accuracy and contents of the information in the fax transmissions;
 - 65.1.2 how fax transmissions are used by you;
 - 65.1.3 third party delays and failures in transmitting faxes;
 - 65.1.4 receipt or delivery of any faxes subsequent to a cancellation or suspension of the VFax Service;
 - 65.1.5 the security of any information transmitted via the VFax Service.
- 65.2 You acknowledge and agree that the use of VFax Services is at your sole risk. To the maximum extent permitted by the applicable law, VFax Services are provided 'as is' and 'as available', with all faults and without warranty of any kind.
- 65.3 We expressly disclaim all representations and warranties, whether express, implied, statutory or otherwise, regarding any VFax Services provided by us and/or by any of our VFax Suppliers.
- 65.4 Without limiting the foregoing, we make no representations or warranties regarding the quality, security, accuracy or content of any information or messages received via the VFax Service, and we do not warrant that any part of the VFax Services will be free of mistakes, defects or inaccuracies, or will meet your requirements.
- 65.5 You agree and acknowledge that we shall not be liable for any claims of any kind or nature, including claims for negligence, that might arise directly or indirectly out of any act or omission, use or misuse of the VFax Service. To the extent this clause fails to fully and completely exclude any claim and/or to the extent that any third party might make any claim against us in any way related to the use or misuse of the VFax Service or anything done or not done by us or you, then you hereby indemnify us against any and all liabilities, losses, expenses and costs that might be suffered or incurred by you as a direct or indirect consequence of any such claims being made.

66. VIRTUAL FAX SERVICE CHARGES

- 66.1 The charges applicable to the VFax Services are specified in the Rate Sheets and your Application. We may vary any of the charges applicable to the VFax Services in accordance with clause 2.4.

67. PERIOD OF AGREEMENT

- 67.1 You must take the VFax Services for the Minimum Term if specified in your Application, subject to your rights. The Minimum Term commences on the date the VFax Service becomes active and available to use.

67.2 Unless you notify us in writing prior to the expiration of the Minimum Term that you wish to cease receiving the VFax Services at the expiration of the Minimum Term, the Minimum Term of this SFOA will be automatically extended from month to month at the same rate, including the same Minimum Monthly Spend, and on the same terms and conditions.

68. TERMINATION

66.1 The charges applicable to the VFax Services are specified in the Rate Sheets and your Application. We may vary any of the charges applicable to the VFax Services in accordance with clause 2.4.

69. DEFINITIONS

69.1 In this Part E, unless the context requires otherwise:

69.1.1 Virtual fax service means a facility to send and receive facsimile transmissions via the internet.

69.1.2 Service Providers means third party service providers of virtual fax services.

PART F - ACMA SMART NUMBERS

70. APPLICATION OF THIS PART

- 70.1 This Part F applies if you have requested in your Application that we purchase an ACMA Smart Number ("Smart Number") on your behalf and sets out the terms and conditions on which we will purchase the Smart Number.
- 70.2 To the extent relevant, the General Terms apply to the ACMA Smart Numbers as though specified in full in this Part F and such terms or part of such terms will be relevant except to the extent they relate to products and services other than Smart Numbers.

71. PURCHASE OF ACMA SMART NUMBERS

- 71.1 We will submit an order to ACMA for the purchase of the number specified in your Application once our invoice for the number and the administration fee is fully paid and funds are cleared.
- 71.2 The administration fee is non-refundable regardless of the outcome of the ACMA transaction or if you cancel the application to purchase the number.
- 71.3 We provide no warranty that we will be able to purchase the Smart Number from ACMA and we are not liable for any failure to secure the Smart Number on your behalf. You agree and acknowledge that we shall not be liable for any claims of any kind or nature, including claims for negligence, that might arise directly or indirectly out of any act or omission relating to the purchase of the Smart Number.
- 71.4 You acknowledge and agree that until the Smart Number is fully transferred and connected under your name it is not guaranteed to be available to you.
- 71.5 You acknowledge and agree that we must abide by ACMA terms and conditions as set out on the ACMA website and that these terms and conditions extend to your purchase order.
- 71.6 The use of all inbound numbers is governed by the ACMA terms and conditions, and you acknowledge and agree that it is your full responsibility to ensure that you are familiar with those terms and we accept no responsibility for providing that information to you.

72. DEFINITIONS

- 72.1 In this Part F, unless the context requires otherwise:
 - 72.1.1 Smart number means an inbound number available to purchase through ACMA.
 - 72.1.2 ACMA means Australian Communications and Media Authority.

ANNEXURE A – EARLY TERMINATION FEES

Product Early Termination Calculation Method/Charge

- 1. Business Phone Services (excluding Telstra ISDN)**
Minimum Monthly Commitment per Line or Channel x Months Remaining in Contract
- 2. Business Phone Service (Telstra ISDN)**
Minimum Monthly Commitment per Line or Channel x Months Remaining in Contract plus the Relevant Installation Fee for the Service Where Such Installation Fee was Waived or Credited as Part of the Fixed Term Agreement
- 3. Broadband Services**
Minimum Monthly Commitment per Service x Months Remaining in Contract
- 4. Hosted PBX Services**
Minimum Monthly Commitment per Extension x Months Remaining in Contract
- 5. Phone Answering Services**
Minimum Monthly Commitment per Service x Months Remaining in Contract