

GENERAL TERMS

1. OUR AGREEMENT WITH YOU

1.1 This is Our Standard Form of Agreement (SFOA) under section 479 of the Telecommunications Act 1997.

1.2 You may request us to supply the Services, Equipment, Software and Maintenance to you in a manner accepted by us which may include completing and providing to us our relevant approved application form which may also be described as your Customer Contract ("Application or Agreement"). If you complete a written Application it will be assessed by our quality assurance team and you will be notified in writing if it is approved prior to processing. If your application is accepted by Us, we will rely on it, and you will be bound by the Application and the terms and conditions of this SFOA. The Application can be accepted as an original signed copy or alternatively a facsimile copy, or an electronic copy (from you by email) or a voice authorisation 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 the other Parts of this SFOA.

1.3 This SFOA is structured as follows:

- 1.3.1 Clauses 1 to 21 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;
- 1.3.3 The following documents are expressly incorporated into this SFOA:
 - a) Application Forms
 - b) Rate Sheets & Critical Information Summaries
 - c) Fair & Acceptable Use Policy
 - d) Customer Service Guarantee
 - e) Privacy Policy
 - f) Complaints Handling Policy
 - g) Financial Hardship Policy

1.4 This SFOA is not legally binding until we accept your Application. We will undertake credit checks and use information supplied by you in accordance with clause 7 and 8, and we may process your Application and prepare to activate the Services, order required Equipment (if any), order required Data & Internet Services and Related Equipment (if any) or order required Voice Services and 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 date that your Services are activated, any Equipment is ordered, any Data & 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 1300 036 638 as outlined 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 & 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 based 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 on the terms of this SFOA.

2.3 Equipment, Maintenance and Software are only available to you if you nominate Voice Services, Data & Internet services, Mobile 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 written notice explaining the variation and its effect. You may terminate your Agreement within 60 days of the date of the receiving our written notice by providing us written notice and finalising payment to us for:
 - a) Usage or network access charges incurred up to the date of termination; and
 - b) All outstanding amounts in a lump sum for any Plan, Services or Equipment which you have not fully paid for at the date of termination, and any outstanding amounts that cover installation costs unless such Plan, Services or Equipment is not compatible with other suppliers' services;
- 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 Your Agreement within 60 days of the date of the notice by giving us written notice and paying us:
 - a) Usage or network access charges incurred up to the date of termination; and
 - b) All outstanding amounts in a lump sum for any Plan, Services or Equipment which you have not fully paid for at the date of termination and any outstanding amounts that cover installation costs unless such Plan or 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, in 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 4.2).

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. We will not bill charges older than 160 days from the date the charge was incurred.

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 cheque, credit card, direct debit, electronic funds transfer, or any other method permitted by us.

3.5 If an invoice is paid by cheque or direct debit from your bank account and that cheque or direct debit is dishonoured, cancelled or otherwise fails, you may be liable for a dishonour charge which will be added to your next invoice.

3.6 Supplier charges:

- 3.6.1 We 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:
 - a) If you approach that other Supplier or person directly, or otherwise than through us; or
 - b) For connection or initiation of any service or for cancellation of any service.
 - c) 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, re-connection 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.

4. SPEND LIMITS & SECURITY DEPOSITS

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;
- 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:

4.3 Where the Services are being used in an excessive or unusual way or an unusually high volume or spent 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.

- 4.3.1 Your failure to respond to notices from us about unusual high volume or spend;
- 4.3.2 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 it was 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 1300 036 638.

4.4 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.

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 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 9.1, 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 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 provide forms of authority to your current Supplier to transfer your telecommunications services to Us.
- 6.2.2 You agree to give written instructions to your current Supplier to transfer your telecommunications services to Us.
- 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 Us.

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 the Services with Us, we will advise you accordingly and you must pay your previous Supplier that amount. Porting charges and early termination fees are a good example of this type of charge.

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.

- 7.1.1 Fonet charges are standard fee of \$9.95 Inc GST per DID ported out from its digital network to an alternate carriers network, and You agree to 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. PRIVACY AUTHORISATION & YOUR INFORMATION

8.1 This Clause applies where you are an individual person or a business. If you are an individual person, we may collect Personal Information about you including but not limited to your electronic contact details such as email ("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:
 - a) To assess any Application by you for Services or the Package to be provided by us;
 - b) To collect payments that are overdue in respect of any Services or the Package provided by us;
 - c) 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
 - d) 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 may also disclose or transfer your Personal Information or Business Information:
 - a) 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);

- b) To other Suppliers about your account, including particulars of calls and call charges;
- c) 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, 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, 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 privacy officer and/or 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 privacy officer and/or customer service 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 You agree that we may give certain information about you to a credit reporting agency to obtain a credit report about You. (The information which may be given is covered by the s18E (1) of the Privacy Act 1988 (the "Privacy Act") and includes identity particulars and the fact that you are entering this Agreement.

9.2. You agree that we may seek and obtain information about you from a credit reporting agency or another credit provider and give information about you to another credit provider. (This may include anything about credit worthiness, history, standing or capacity, including information about Commercial credit, which credit providers are permitted by the Privacy Act to obtain or receive).

10. YOUR OBLIGATIONS

10.1 You will ensure that you comply at all times with all laws and obligations, including license 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 in 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 component 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 service 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 & Internet Services Related Equipment or any component 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.
- 10.6.7 You agree to comply with the Acceptable Use Policy set out on Our Website

10.7 You must not use the Services, Voice Services Related Equipment, Data & Internet Services Related Equipment, Value Added Features, Equipment or Software, to send unsolicited information to third parties.

11. SERVICE NUMBERS

11.1 You acknowledge that:

- 11.1.1 The Government owns service numbers such as telephone numbers and mobile numbers ("Service Numbers");
- 11.1.2 You have no claim against us arising from anything we do in compliance with the Numbering Plan, including changing or withdrawing a previously allocated number.
- 11.1.3 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 Us;
- 11.1.4 You do not own or have any legal interest or goodwill in any Service Number issued to you and;
- 11.1.5 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;
- 11.1.6 You may transfer a Service Number to another person with our consent.

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.

11.3 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 & CANCELLATION

12.1 Termination & suspension by us (1): Early termination

We may terminate an Agreement or suspend or limit a Service if, in relation to that or any other Contract or Service:

- 12.1.1 You fail to pay us any money that is due,
- 12.1.2 You threaten not to pay us money that you owe us, or will owe us in the future,
- 12.1.3 You cause to be reversed any direct debit or credit card payment to us (except with our prior written agreement),
- 12.1.4 You are in material breach of your Agreement and this SFOA
- 12.1.5 You become insolvent,
- 12.1.6 We reasonably believe that you have vacated your Premises without notice to us,
- 12.1.7 We reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm,
- 12.1.8 It becomes technically infeasible for us to continue providing the Service,
- 12.1.9 You use a Service in a way that places unreasonable demands on our Network,
- 12.1.10 we are unable to obtain access to your Premises as required to provide, maintain or repair the Service,
- 12.1.11 There is an emergency that warrants it,
- 12.1.12 You have told us that you no longer require the Service,
- 12.1.13 If we reasonably suspect fraud or attempted fraud involving the Service,

- 12.1.14 We become entitled to suspend the Service, and the suspension continues for more than a month,
- 12.1.15 You are, or become, a carrier or carriage service provider under the Telecommunications Act (and we did not agree to provide you with Service despite that), or
- 12.1.16 In any other circumstances stated elsewhere in our SFOA or within our Fair and Acceptable Use Policy. We may charge a re-connection Charge following action under this clause unless it resulted from our mistake.

12.2 TCP Customers: We will only terminate or suspend the Service under this clause if

- 12.2.1 There is a material breach
- 12.2.2 There is evidence to suggest fraud or other illegal conduct in relation to the Service
- 12.2.3 Fair & Acceptable Use Policy provides for it or (Breach occurs, or)
- 12.2.4 Where termination is based on breach of another Agreement:
- 12.2.5 The Agreements are not separate and independent or
- 12.2.6 There are reasonable grounds for believing you are a credit risk. TCP Customers: We will not suspend all Services under a Contract indefinitely. If a suspension continues for 14 days, We will terminate your Agreement, or lift the suspension within another 30 days.

12.3 Termination & suspension by us (2): Other events

- 12.3.1 We may terminate an Agreement, or suspend performance of our obligations under the Agreement, if you pass away or become bankrupt, insolvent or subject to a winding-up order or similar insolvency event, if we have a reasonable belief that we are unlikely to receive or recover payments for amounts due and payable by you under the Agreement.
- 12.3.2 We may suspend or restrict the supply Service if there are reasonable grounds for believing:
 - a) A serious threat or risk exists to the security or integrity of the Network, or
 - b) The provision of the Service may cause death, personal injury or damage to property.
- 12.3.3 We may suspend or restrict Service in cases of emergency, including for the provision of support to emergency and other essential services.
- 12.3.4 We may terminate an Agreement, or suspend or limit or vary performance of our obligations under it to comply with:
- 12.3.5 Legislative or regulatory requirements, or
- 12.3.6 The order of a court or lawful direction of a competent authority – to the extent the legislative or regulatory requirements or order or direction unavoidably requires us to do so.
- 12.3.7 We may suspend, intercept or terminate a service in order to comply with a warrant or other court order, or as otherwise required or authorised by law. TCP Customers We will not suspend all Services under an Agreement indefinitely. If a suspension continues for 14 days, We will terminate your Agreement, or lift the suspension within another 30 days.

12.4 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.

12.5 You may terminate this Agreement or cancel the provision of any Service or Package by giving us 30 days notice in writing.

12.6 On termination of this Agreement under clause 12.1 or clause 12.5:

12.6.1 You must:

- a) Pay all charges incurred by you under this Agreement up to the time of termination which will become immediately due and owing upon termination;
- b) Pay all outstanding amounts in a lump sum for any Plan Equipment which you have not fully paid for at the date of termination;

- c) If we request and at our option, either immediately returns all of our or our Supplier's Voice Services Related Equipment (at your cost) or make such equipment available for our, or our Suppliers, collection;
- d) Either pay any costs incurred by us in repossessing our or our Supplier's Data & Internet Services Related Equipment and any costs of making repairs that we think necessary or if we are unable to repossess such Data & 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 & Internet Services Related Equipment;
- e) If we request and at our option, either immediately return all of our or our Supplier's Mobile Equipment (at your cost) or make such Mobile Equipment available for our, or our Supplier's, collection; and
- f) Pay the applicable Early Termination Fee (if any) to us.

12.6.2 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

12.6.3 or pay you the credit or if the credit exceeds any amount you owe us, we will refund you via any reasonable method and at our own description within 90 days.

12.7 On termination of this Agreement under clause 12.4:

- 12.7.1 You must pay all charges incurred by you under this Agreement up to the time of termination, which amounts will become immediately due and owing upon termination;
- 12.7.2 If we request and at our option, either immediately return all of our or our Supplier's Voice Services Related Equipment (at our cost) or make such equipment available for our, or our Suppliers, collection;
- 12.7.3 If we are unable to repossess any Data & 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;
- 12.7.4 if we request and at our option, either immediately return all of our or our Supplier's Mobile Equipment (at our cost) or make such Mobile Equipment available for our, or our Supplier's, collection; and
- 12.7.5 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 12.7.1 or pay you the credit or if the credit exceeds any amount you owe us, we will refund you via any reasonable method and at our own description within 90 days.

12.8 We may, without liability, suspend the provision of any Service or Package for a reasonable period for operational reasons.

12.9 We may refer any debt owing to us to an external collection agent or commence legal action to recover any unpaid debt to us including any collection fees.

12.10 If we suspend, limit or cancel the Services for unpaid charges or any other reason, subsequent re-connection may incur a re-connection fee (except if our action resulted from our or a supplier's mistake or manifest error).

12.11 The termination or expiry of the Plan Equipment specified in Part D, will not automatically terminate your contract(s) for the supply of Services.

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

- 12.12.1 General Terms: clause 3 (charges and payments), clause 8 (privacy authorisation and your 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 21 (general);
- 12.12.2 Part A: voice service charges, access to premises, termination;

- 12.12.3 Part B: data & internet service charges, shifts/moves/upgrades, indemnity, inspection or testing, clause removal, destruction, our action, termination;
- 12.12.4 Part C: minimum term, Minimum Monthly Spend, mobile service charges, mobile number portability, mobile equipment & mobile plans, changing plans, termination); and
- 12.12.5 Part D: additional termination rights, payment, ownership, things you must do, things you must not do, insurance, destruction, our action, termination.
- 12.12.6 Definitions
- 12.12.7 Interpretation

13. OUR LIMITATION OF LIABILITY

13.1 To the maximum extent permitted by law, all terms, conditions, warranties, undertakings, inducements and representations, whether expressed 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 Agreement 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 Agreement or otherwise in connection with the relationship established by this Agreement, including any loss or damage caused by our negligence or any fundamental breach of this Agreement.
- 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 Agreement, 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:
- 13.2.3 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
- 13.2.4 If the supply relates to services, the resupply of those or equivalent services or the payment of the cost of having those services resupplied.
- 13.2.5 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 the Competition & Consumer Act 2010 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:
- 13.3.2 Acts or defaults of any Supplier or other person;
- 13.3.3 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
- 13.3.4 Faults or defects that arise in services not provided under this Agreement even if they are connected, with our consent, to Services which we have arranged under this Agreement, which are due to incompatibility with the Services, Software and Plan Equipment, or any other equipment that we or our Suppliers provide to you.
- 13.3.5 To the maximum extent permitted by law, our Suppliers have no liability to you in connection with this Agreement.

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 Agreement;
- 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 component of the Package and other technical information relating to the provision of the Services and any component 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 Agreement) 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 component of the Package, or any other equipment;
- 16.1.2 Any delay in correcting any fault in any Service, any component of the Package, or any other equipment;
- 16.1.3 Failure or incorrect operation of any Service, any component 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 Agreement, 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, labour 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 Agreement, except with our prior written consent.

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

18. RESALE OF SERVICE

18.1 Unless we appoint you in writing as a reseller or wholesale customer, you must not share, resell or resupply a Service for remuneration or reward.

18.2 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 notify us immediately. We may terminate this Agreement by notice to you.

19. TCP CUSTOMERS & CONTRACT VARIATIONS

This clause only applies to TCP Customers.

19.1 Reminder about TCP Customers "TCP Customers" means consumer and some business customers. Refer to the Definitions for the detailed definition.

19.2 Beneficial or minor detrimental impact if an Agreement variation will have a beneficial, or only a minor detrimental, impact on you:

- 19.2.1 We do not have to give you notice.
- 19.2.2 We do not have to give you Early Termination Rights.

19.3 Variations arising from our Partner agreements if a variation results from an amendment to our agreement with a Partner whose service we resell to you:

- 19.3.1 We shall give you written notice of the variation.
- 19.3.2 We shall give the notice
 - a) By delivering it in person or by
 - b) Pre-paid post to your address in the our records or
 - c) by email, with your prior consent, or
 - d) by including the information on or in a bill, including electronically where you have expressly consented to receiving an electronic bill and
 - e) for pre-paid telecommunications services, by otherwise making it available and informing you how to obtain it.

19.3.3 We will also offer you the right to terminate your Agreement within 42 days of the date of the notice without incurring charges other than: usage or network access charges to the date your Contract ends; and outstanding amounts for installation of Equipment; and outstanding amounts for Equipment that is compatible with other suppliers' services.

19.4 Content and premium services If a variation results from an increase in the price we are charged by a third party supplier of content or premium service that we resupply to you:

- 19.4.1 We will give you reasonable notice of the change if you have used the service within the previous 6 months; and
- 19.4.2 You may elect to not use that service without attracting any additional Charges.

19.5 Other variations in any other case:

- 19.5.1 We shall give you at least 21 days written notice of the variation.
- 19.5.2 We shall give the notice
 - a) By delivering it in person or by
 - b) Pre-paid post to your address in our records or
 - c) By email, with your prior consent or
 - e) By including the information on or in a bill, including electronically where you have expressly consented to receiving an electronic bill, and
 - f) For pre-paid telecommunications services, by otherwise making it available and informing you how to obtain it.
- 19.5.3 We will also offer you the right to terminate your Agreement within 42 days of the date of the notice without incurring charges other than: usage or network access charges to the date your Agreement ends; and outstanding amounts for installation of Equipment; and outstanding amounts for Equipment that is compatible with other suppliers' services.

20. COMPLAINTS

20.1 If you have any complaints in connection with the Service (including complaints about your invoice), you should contact us first to resolve the complaint via the contact details available on Our Website or your bill.

20.2 We will handle your complaint in accordance with our complaints policy. Information on our complaints policy may be obtained by contacting us.

20.3 You are also entitled to make a complaint to the Telecommunications Industry Ombudsman and possibly to the Consumer Affairs office (however described) in your state. We ask that you notify us before you do so, so that we have the opportunity to try to resolve your complaint at that stage.

20.4 We may bill you a reasonable complaint handling Charge.

20.5 TCP Customers We will not impose a complaint handling Charge unless

- 20.5.1 We can justify that the investigative / handling process for a complaint is sufficiently onerous on us
- 20.5.2 We have referred to you and discussed it with you
- 20.5.3 We have informed you of the Charge in writing
- 20.5.4 We have provided You with the option to
 - a) Pursue the complaint and pay the Charge
 - b) Discontinue the complaint or
 - c) Take the matter to the TIO.

21. GENERAL

21.1 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.

21.2 You warrant that you have provided full and accurate Personal Information and business information to us in connection with this Agreement and you have full power and authority to enter this Agreement.

21.3 Governing law

- 21.3.1 Your Contract is governed by and must be construed in accordance with the laws of Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.
- 21.3.2 TCP Customers Your Contract is governed by and must be construed in accordance with the laws of your State or Territory of residence. You and we submit to the exclusive jurisdiction of the courts of that State or Territory and the Commonwealth of Australia.

21.4 This Agreement contains the whole understanding between us and supersedes all prior arrangements and understandings between us in connection with it.

21.5 From time to time we may offer special promotions to you on additional terms and conditions. If there is any inconsistency between this Agreement and the terms of the special promotion, the latter will prevail to the extent of the inconsistency.

21.6 The failure by either party to exercise any right or remedy under this Agreement 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.

21.7 If a provision of this Agreement is void or voidable or unenforceable or the invalid part severed, the remainder of this Agreement will not be affected.

21.8 Any notice, demand, consent or other communication required to be given to either of us must be sent by prepaid mail, email or by facsimile to the address of the other last notified.

21.9 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.

21.10 We may engage a Representative to conduct any aspect of service or equipment provision and maintenance under this Agreement. You acknowledge that we may enter into this Agreement as principal or as agent. Where we enter into this Agreement as an agent, all references to our rights is to be read as references to us and our principal. Our performance of this Agreement 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 Agreement will be owed to us or that Related Body Corporate or that other party, as relevant).

21.11 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

21.12 Release: You accordingly release us and each of our Representative 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

PART A – VOICE SERVICES

22. APPLICATION OF THIS PART

1 Part A applies if you have requested in your Application that we supply you with Voice Services and (as) set out the terms and conditions on which we will supply you with Voice Services.

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.

3 Voice Services consist of telecommunications services specified in your Application, including Fixed Lines Local Calls, Fixed Lines National Calls, Fixed Lines International Calls, Fixed Lines Mobile Calls, Fixed Lines Data Calls, 13 Calls, 1300 Calls and 1800 Calls, VoIP, and other call types specified from time to time.

23. SERVICE NUMBER PORTABILITY

23.1 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.

23.2 Subject to Clause 5, by signing the Service Number Portability Customer Authorisation ("LNP Authorisation") which forms part of your Application, you acknowledge and agree:

- 23.2.1 To your current Supplier transferring to us your Service Number;
- 23.2.2 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;
- 23.2.3 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; 23.2.4 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;
- 23.2.5 That your current Supplier may or may not disconnect your existing service and/or value added services; 23.2.6 If you are transferring between different voice service platforms, you may need to purchase certain software, modems, new handsets and/or Voice Equipment;
- 23.2.7 That you may need to purchase approved Voice Equipment to access the Voice Service;
- 23.2.8 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 Agreement
- 23.2.9 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;
- 23.2.10 That if your Service Number cannot be transferred to us then you may accept a new Service Number from us;
- 23.2.11 That your authorisation to transfer your Service Number to the Voice Services is valid for 90 days from the date of the LNP Authorisation;
- 23.2.12 That in the event of a withdrawal or reversal to your current Supplier, we:
 - a) 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;

b) Do not warrant that your Service Number will be transferred to us within any specified timeframe; and
c) 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;

- 23.2.13 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 23.2.14 That we reserve the right to charge for transferring your Service Number to and from us.

24. PROVISION OF VOICE SERVICES

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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"). This code is available at <http://www.acma.gov.au>. Certain specified enhanced call handling features, we may be obliged to comply with the CSG, you acknowledge and agree:

- 24.6.1 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;
- 24.6.2 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.
- 24.6.3 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

24.7 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.

24.8 If you are on a Minimum Term Contract:

- 24.8.1 The fixed minimum term of your Minimum Term Contract specified in your Application commences on the date that you sign your Application;
- 24.8.2 For the fixed term of your Minimum Term Contract you agree:
- 24.8.3 To maintain us as your Service Provider for, voice services as a minimum; and
- 24.8.4 To maintain the same level of business (or more) with us than as at the date that you sign your Application;
- 24.8.5 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
- 24.8.6 You acknowledge that the pricing available to you under the Agreement is subject to you maintaining us as your Service Provider for voice services as a minimum

25. VOICE SERVICES CHARGES

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

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

26. PROVISION OF VOICE SERVICES RELATED EQUIPMENT

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

26.2 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.

26.3 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.

26.4 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.

26.5 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).

27. FAULT REPORTING

27.1 We will provide a 7 day fault reporting service. You should notify any faults regarding your Voice Services to our faults team using the contact number located on your invoice or through Our Website contact details.

27.2 Actions:

- 27.2.1 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.
- 27.2.2 We are not responsible for any fault which is on your side of the network termination point, except in relation to Plan Equipment, or Other Equipment that we are maintaining
- 27.2.3 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.

28. SERVICE LEVELS

28.1 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

28.2 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.

29. TERMINATION

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

PART B – DATA & INTERNET SERVICES**30. APPLICATION OF THIS PART**

30.1 Part B applies if you have requested in your Application that we supply you with Data & Internet Services and (as) set out in the terms and conditions on which we will supply you with Data & Internet Services.

30.2 To the extent relevant, the General Terms apply to the Data & 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 & Internet services.

31. PROVISION OF DATA & INTERNET SERVICES

31.1 We will provide the Data & 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 & Internet Services have been completed or when your account with us has been established.

31.2 We will provide the required Data & 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 & 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 & Internet Services where capacity, geography or technical capability, affect the application or installation of the Service to your premises. For certain Data & Internet Services, coverage may only be available in selected metropolitan and regional areas

31.3 We do not warrant that the Data & Internet Services will be free of interruption, delays or faults. You acknowledge and agree:

- 31.3.1 That the certain Data & 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 & 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 & 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 & 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 & 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 & Internet Services at the expiration of the Minimum Term, the Minimum Term of this Agreement 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 & INTERNET SERVICES CHARGES

33.1 The charges applicable to the Data & 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 & Internet Services in accordance with the charges specified in your Application and the Rate Sheets. Your usage of the Data & 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 & Internet Services in accordance with clause 2.4.

34. SHIFTS/ MOVES/ UPGRADES

34.1 If you request your Data & 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 & Internet Services cannot be provided at your new address, we may terminate this Agreement by notice to you.

34.2 You may be able to change your Data & Internet Service if it is specified in the applicable Schedule attached to your Application. Changes to your plan involving a downgrade on the Data & 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/SLA's 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: (Available Hours during month x 100) ÷ 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 Corporate Support 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 & Internet Services Related Equipment, or Maintenance, we will not provide you with any Other Software in order to access and use the Data & Internet Services or Plan Equipment. You will be responsible for obtaining such Other Software necessary to access and use the Data & Internet Services or Plan 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 & INTERNET SERVICES RELATED EQUIPMENT

38.1 In order to access the Data & Internet Services, we or our Suppliers may provide you with Data & 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 & Internet Services Related Equipment from us or our Suppliers then risk in the Data & Internet Services Related Equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery.

38. INSTALLATION OF DATA & INTERNET SERVICES RELATED EQUIPMENT

38.1 We may either install your Data & Internet Services Related Equipment at the Site or you may install the Data & Internet Services Related Equipment yourself as specified in your Application.

38.2 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.

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

38.4 If we are installing your Data & 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.

38.5 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).

38.6 You acknowledge that installation of the Data & Internet Services may cause temporary disruption to your standard telephony services.

38.7 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.

38.8 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 &

& Internet Services will work in conjunction with your network, modem, router and/or site conditions. Local network configuration remains your responsibility. 38.9 Telephone line configuration changes are only available for our supported modems and routers. 38.10 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 & INTERNET SERVICE RELATED EQUIPMENT

40.1 If you are supplied with Data & Internet Services Related Equipment by us or by our Suppliers on our behalf including where you purchase such equipment, then the whole of this clause 40 applies to you.

40.2 We will permit you to use the Data & Internet Services Related Equipment on the terms and conditions of this Agreement.

40.3 The Data & 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 & Internet Services Related Equipment at any time by giving you three days notice.

40.4 Risk in the Data & 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 & Internet Services Related Equipment.

40.6 The Data & 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 & 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 & 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 & 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. 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 & 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.

PART C – MOBILE SERVICES & MOBILE EQUIPMENT

43. APPLICATION OF THIS PART

43.1 Part C applies if you have requested in your Application that we supply you with Mobile Services, and if nominated in your Application, Mobile Equipment. Part C sets out the terms and conditions on which we will supply you with Mobile Services and (if applicable) Mobile Equipment.

43.2 To the extent relevant, the General Terms apply to the Mobile Services and Mobile Equipment as though specified in full in Part C and such terms or part of such terms will be relevant except to the extent they relate to Data & Internet Services, Voice Services, or Plan Equipment.

43.3 The Minimum Term, the Minimum Monthly Spend, the Mobile Equipment, as varied in accordance with Part C.

43.4 We will provide the Mobile Services to you, for the Minimum Term specified in your Application, when your accounts are transferred from your current Supplier to us in accordance with the MNP process and any other arrangements with another Supplier for the provision of the Mobile Services have been completed or when your account with us has been established.

43.5 We will provide the Mobile Services using such of our facilities and services or those of other Suppliers as we may determine from time to time.

43.6 We will provide the required Mobile Services subject to availability, geographical and technical capability, physical obstructions, atmospheric and weather conditions, other causes of radio interference, lack of capacity and faults in other telecommunications networks to which the GSM Network, 3G network or GPRS Network is connected. There may also be times when availability is limited due to maintenance being performed. We are not obliged to provide you with Mobile Services where capacity, geography or technical capability, physical obstructions, atmospheric and weather conditions, other causes of radio interference, lack of capacity and faults in other telecommunications networks to which the GSM Network, 3G Network or GPRS Network is connected affect the Mobile Services or Mobile Equipment. If you require a coverage map or further information you may telephone Customer Service.

43.7 We do not warrant that the Mobile Services or Mobile Equipment will be free of interruption, delays or faults. The Mobile Service is only available (as the case may be):

- 43.7.1 Within the limitations of the GSM Network (over which we have no control) and within that coverage area there may be areas where coverage is limited or unavailable;
- 43.7.2 Within the limitations of the 3G Network (over which we have no control) and within that coverage area there may be areas where coverage is limited or unavailable.
- 43.7.3 Within the limitations of the GPRS Network (over which we have no control) and within that coverage area there may be areas where coverage is limited or unavailable.

43.8 You acknowledge and agree:

- 43.8.1 That the Mobile Service is not suitable for (and is not supplied for the purpose of) supporting any application which needs continuous fault free service; and
- 43.8.2 That you are responsible for making your own assessment of whether you need continuous and fault free services and obtaining and implementing advice about alternative telecommunications services suitable for

such purposes.

44. APPROVED EQUIPMENT

44.1 You may only access the Mobile Service and the Value Added Feature with equipment, SIM cards and other devices approved by us. You may only use the Mobile Service and the Value Added Feature with a handset or other device as being compatible with the Value Added Feature. However, you agree that:

- 44.1.1 We do not represent or guarantee the extent to which a handset, Mobile Equipment or other device we specify as being compatible for use with a particular Value Added Feature will be able to be used with that Value Added Feature; and
- 44.1.2 Your ability to use a Value Added Feature and each of its features will depend upon the features and functionality of your handset or Mobile Equipment.
- 44.1.3 The use of supplied network sim cards on an untimed or timeless voice plan in any device other than a mobile handset device is strictly prohibited. For further information please refer to the reason use section of our Fair Use policy.

45. MINIMUM TERM

45.1 If you are on a Minimum Term Contract the fixed minimum term specified in your Application commences on the provision of the Mobile Services or when the SIM is activated.

45.2 The reference in Part C to a Minimum Term Contract relates to one SIM only and (where applicable) one handset and/or other Mobile Equipment. As nominated in your Application, you may acquire as a Package more than one Minimum Term Agreement by which you will enter into one or more separate contracts with us.

45.3 At the end of the Minimum Term we will continue providing the Mobile Service to you until you notify us that you no longer require the Mobile Service. After we receive your notice we will stop providing the Mobile Service from the date received or future date that you advise us. If you wish to cancel the Mobile Service before the end of the Minimum Term you must give us notice and pay all Charges under this Agreement. Subject to you having paid all Charges and complying with all other obligations under the Agreement. with you, this Agreement will be terminated.

46. MINIMUM MONTHLY SPEND

46.1 Each monthly payment will comprise:

- 46.1.1 The amount of the Minimum Monthly Spend for Eligible Calls (Mobile Services), Mobile Equipment as specified in your Application (the "Minimum Monthly Spend"); and
- 46.1.2 Charges for Mobile Services relating to non-Eligible Calls and calls above the Eligible Call spend.

46.2 There may also be charges which are identified in your Application and any other charges which we can charge under this Agreement. We will invoice you in advance for the Minimum Monthly Spend.

46.3 Minimum Monthly Spend:

- 46.3.1 You agree to pay the Minimum Monthly Spend each month throughout the Minimum Term.
- 46.3.2 You agree to pay the Minimum Monthly Spend even if your actual spend on Eligible Calls, which is a component of this Minimum Monthly Spend, is less than the Minimum Monthly Spend specified in your Application.
- 46.3.3 If you do not reach your Eligible Call spend in a month, this amount will not accrue and will not rollover into the following month, unless we agree in your Application to roll-over.
- 46.3.4 Your Eligible Call spend is calculated based on all Eligible Calls made by you using the Mobile Services

which are captured and recognised by us within a billing period, regardless of when the Eligible Call was actually made

- 46.3.5 You agree to pay, if any, the charges for Mobile Services used in excess of the Eligible Call spend and charges relating to non-Eligible Calls each month throughout the Minimum Term.
- 46.3.6 In calculating the charges for Mobile Services included in your Minimum Monthly Spend, we may include other charges which are additional to the Minimum Monthly Spend.
- 46.3.7 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.

46.4 Your Minimum Term Contract or plan will be calculated by us based on your Minimum Monthly Spend commitment.

46.5 Your right to vary the Minimum Monthly Spend:

- 46.5.1 At any time during the Minimum Term you can choose to increase the Minimum Monthly Spend, with our agreement.
- 46.5.2 If the Minimum Monthly Spend is varied in accordance with the above then we will recalculate the Minimum Monthly Spend based on the Rate Sheet (at the commencement of your Minimum Term).
- 46.5.3 You may not decrease your minimum monthly commitment during the agreement period.

47. SIM

47.1 You will receive only one SIM card for one GSM or 3G Mobile Service.

47.2 We may charge you a SIM card replacement fee or a fee for a new sim card.

47.3 You must inform us immediately if the SIM card is lost, stolen or damaged by calling Customer Service. We will then disconnect or Bar your connection (you will be responsible for all charges up to this time) until the SIM card is replaced or repaired. We may charge you a SIM replacement fee unless we were at fault

48. VALUE ADDED FEATURES AND MOBILE PREMIUM SERVICE

48.1 The Mobile Service has the Value Added Features specified in your Application or at the time of provisioning.

48.2 We may vary the Value Added Features in accordance with clause 2.4.

48.3 The Mobile Service has the Mobile Premium Service nominated in your Application. You agree and acknowledge

- 48.3.1 That the amount of charges for the Mobile Premium Service component of your Mobile Service, including requests for Content from content providers and charges for Content purchased from content providers, will be included in your invoice for the Mobile Service;
- 48.3.2 We will not charge you for our provision of credit in relation to the Mobile Premium Service Content charges;
- 48.3.3 We may prevent, suspend or terminate your access to the Mobile Premium Services in certain circumstances, including in response to notices issued by ACMA under the Mobile Premium Services Determination;
- 48.3.4 That you must direct any queries or complaints about the Content supplied by a content provider directly to that content provider in the first instance. Alternatively, you may complain to Customer Service;
- 48.3.5 Unless otherwise advised by us, access to age-restricted services by way of the Mobile Premium Service is not permitted or available;

- 48.3.6 Resupply or resale of Content obtained from content providers and by using the Mobile Premium Service is prohibited;
- 48.3.7 Unlawful use of Content obtained from content providers and by using the Mobile Premium Service is prohibited.

49. MOBILE SERVICES CHARGES

49.1 The charges applicable to the Mobile Services are specified in the Rate Sheets and your Application.

49.2 Only calls captured and recognised by us within the bill period are included in Minimum Monthly Spend calculation. Certain call types such as international calls may take up to 3 months to appear on your bill.

49.3 International call rates and international roaming rates are subject to variation. Please contact Customer Service to confirm any prices before calling or travelling overseas.

50. MOBILE NUMBER PORTABILITY

50.1 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.

50.2 If in providing the Mobile Services to you, we need to change your arrangements with your current Supplier, then we will do so in accordance with clause 5 and this clause 50. By signing the Mobile Number Portability Customer Authorisation ("MNP Authorisation") which forms part of your Application, you acknowledge and agree:

- 50.2.1 To your current Supplier transferring to us your Service Number;
- 50.2.2 That we are only transferring your Service Number not your mobile service. This means you may lose value added services and/or Value Added Features provided by your current Supplier. When you are connected to the Mobile Services you will use the Mobile Services and Value Added Features specified in your Application, which may be different to the features that you had with your current Supplier;
- 50.2.3 That by transferring your Service Number, the Mobile Service and/or any Value Added Features associated with that Service Number may be disconnected by your current Supplier and result in finalisation of your account for those services;
- 50.2.4 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 your Service Number to us;
- 50.2.5 That your current Supplier may or may not disconnect your existing service and/or value added services;
- 50.2.6 If you are porting between GSM and 3G or any other mobile platform, you may need to purchase new handset and/or Mobile Equipment;
- 50.2.7 If you intend to use your existing handset and/or Mobile Equipment, you may need to get it unlocked or reprogrammed prior to porting. You may also need to get new Mobile Equipment;
- 50.2.8 That you may need to purchase approved Mobile Equipment to access the Mobile Service;
- 50.2.9 That you have not cancelled your existing mobile service with your current Supplier;
- 50.2.10 That you can only withdraw your MNP Authorisation prior to the port cutover notification being received by us from your current Supplier. Withdrawing MNP Authorisation does not change your contractual obligations to us under your Application and this Agreement;
- 50.2.11 That we do not warrant that we can transfer your Service Number from your current Supplier. Your current Supplier may reject the request to port, if the information you provide in the MNP Authorisation 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 port or dispute the rejection with your current Supplier;

- 50.2.12 That if your Service Number cannot be transferred then you may accept a new Service Number from us; that your authorisation to transfer your Service Number to the Mobile Services is valid for 30 days from the date of the Mobile Number Portability Authorisation Form;
- 50.2.13 That in the event of a reversal, we:
- 50.2.14 Are not responsible for any period of outage of Mobile Service or Value Added Features or your current service or any value added service provided by your current Supplier;
- 50.2.15 Do not warrant that your Service Number will be transferred to us within any specified timeframe; and
- 50.2.16 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 your Service Number to us, port, withdrawal or reversal, including a negligent act or omission by us;
- 50.2.17 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
- 50.2.18 That we reserve the right to charge for transferring your Service Number to and from us.

50.3 We will not accept any liability for any amounts owing by you to another Supplier for services which the other Supplier provided to you prior to the commencement of the Mobile Services. You agree to indemnify us against any claims made on us by your previous Supplier in relation to such amounts.

51. MOBILE EQUIPMENT AND MOBILE PLANS

51.1 For the avoidance of doubt, this clause only applies to Mobile Equipment.

51.2 To be eligible to receive Mobile Equipment you must:

- 51.2.1 Apply for Mobile Services in your Application;
- 51.2.2 Apply for Mobile Equipment in your Application;
- 51.2.3 Agree to our Minimum Term and Minimum Monthly Spend requirements;
- 51.2.4 Use the Mobile Services and Mobile Equipment for business or personal use only; and
- 51.2.5 Meet our minimum credit requirements.

51.3 If you purchase outright any Mobile Equipment from us, risk in the equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery. We will retain ownership in all Mobile Equipment purchased from us until you have paid for them in full in accordance with Part D. 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 Mobile Equipment will not pass to you until this residual amount is paid in accordance with your Application.

51.4 You must not do anything to give rise to an adverse claim to our rights in or ownership of the Mobile Equipment. You cannot sell or use the Mobile Equipment for a loan or deal with it in any way until you own the Mobile Equipment. If you damage or lose any Mobile Equipment before you have paid for it in full, you will still be required to pay us for the full price of the Mobile Equipment. You are responsible for arranging your own insurance for any Mobile Equipment.

51.5 You are responsible for maintaining and repairing any Mobile Equipment supplied by us or our Supplier and complying with the manufacturer's instructions relating to the Mobile Equipment and SIM (where applicable) and its use. You indemnify us and our Supplier against any loss, damage, malfunction or failure resulting from misuse, neglect, abuse, use for a purpose for which the Mobile Equipment was not designed or is not suited, in connection with the Mobile Equipment.

51.6 Lost or stolen Mobile Equipment: If:

- 51.6.1 Your Mobile Equipment is lost or stolen you must contact Customer Service to request that your SIM card and/or Mobile Equipment be blocked. This will prevent the Mobile Equipment being used on the GSM Network or 3G Network;
- 51.6.2 You obtain a handset that is lost or stolen, we or our Supplier may block your handset without your consent even if you are not aware it is stolen; and 51.6.3 You obtain the Mobile Equipment and Mobile Service under false pretences, we or our Supplier may block the handset without your consent.

52. CHANGING PLANS

52.1 We may allow you to change your original Minimum Monthly Spend or move to another plan during your Minimum Term if it is specified in your Application or if agreed by us in writing. We may require you to commit to a new Minimum Term from the date of change, and a fee may apply.

53. ACCEPTABLE USE

53.1 You warrant that while using the Mobile Services, Value Added Features or the Mobile Equipment you or anyone else will not engage in conduct which affects the GSM Network or 3G Network or another person's network including the sending of commercial electronic messages as defined under the SPAM Act 2003 (Cth).

53.2 You warrant that you will at all times comply with the SMS Code of Conduct irrespective of whether the SMS Code of Conduct has been registered by the ACMA under Part 6 of the Act.

53.3 While we will exercise due care and skill in providing the Mobile Service, you agree that your ability to use the Mobile Service to access, use, download and upload Content; or send data in any form including voice, SMS and Content will depend upon the features and functionality of your handset and the nature and quality of the Content being accessed or sent.

53.4 While receiving Mobile Services, you agree to comply with our Fair Use Policy set out on Our Website or available from us on request.

53.5 You acknowledge that the ability to access, view or otherwise receive Wireless Packet Data is dependent upon external factors outside our control and the control of our Suppliers, including:

- 53.5.1 The media contained in MMS Messages;
- 53.5.2 WAP Data and Packet Data media limitations; and
- 53.5.3 Wireless Device type, software version and capabilities.

54. LOST AND STOLEN AND FAULT REPORTING

54.1 We will provide a seven days a week lost and stolen reporting service. You should notify our customer service team for this.

54.2 We will provide a fault reporting service via our help desk during Business Hours.

54.3 Actions:

- 54.3.1 We are responsible for correcting faults in the Mobile Service. You must provide all necessary assistance to enable us to locate and repair any fault which is our responsibility.
- 54.3.2 We are not responsible for any fault which is within the network of a Supplier.

- 54.3.3 We will notify that Supplier of the fault and request that the fault be corrected promptly.

55. TERMINATION

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

PART D – PLAN EQUIPMENT

56. APPLICATION OF THIS PART

56.1 Part D applies if you have requested in your Application that we supply you with Plan Equipment and sets out the terms and conditions on which we will supply you with the Plan Equipment. You are only eligible to Plan Equipment if you also purchase Voice Services, Data & Internet Services, Mobile 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:

- 56.1.1 We may offer you a credit towards the purchase price of equipment (including Mobile Equipment), on the terms specified in your Application.
- 56.1.2 To the extent relevant, the General Terms apply to the Plan Equipment and the Plan Equipment Charge 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 Voice Services and Data & Internet Services, and Mobile Services, and charges for Voice Services, Mobile Services, and Data & Internet Services.
- 56.1.3 For the avoidance of doubt all your rights and obligations in relation to the Plan Equipment and payment of the Plan Equipment Charges are contained in Part D.

57. INSTALLATION

57.1 We will provide the Plan Equipment nominated by you in your Application. You acknowledge that the Plan Equipment may be either new or refurbished.

57.2 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.

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

58. PERIOD OF AGREEMENT

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

59. PAYMENT

59.1 You agree to pay the Plan 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 Plan Equipment Charges can be varied in accordance with this Agreement.

59.2 You agree that we may (subject to your rights under Part D) sell, transfer or assign our rights under Part D and/or to the Plan Equipment and that your consent to such dealing is not required.

59.3 Termination of any other part of the Agreement does not constitute or effect a termination of this Plan Equipment Agreement.

59.4 If the Services Agreement is terminated, you must continue paying the Plan 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 Part D, for the remainder of the Minimum Term.

59.5 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 Plan Equipment.

60. OWNERSHIP

60.1 The Plan 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 Plan Equipment will not pass to you until this residual amount is paid in accordance with your Application. If you damage or lose any Plan Equipment before you have paid for it in full, you will still be required to pay us for the full price of the Plan Equipment.

60.2 The Plan Equipment is your responsibility from the time of delivery to the address you nominate in your Application for the purposes of delivery.

60.3 The warranty period (if any) for each item of the Plan Equipment and installation workmanship (if installed by us) is detailed in your Application. Any warranty we provide you only covers the Plan Equipment and not anything else, including but not limited to, things attached to the Plan Equipment or the wiring already at the Site.

60.4 We will use reasonable efforts to transfer to you any manufacturer's warranty in the Plan Equipment, from the time title passes to you.

60.5 You must not do anything to give rise to an adverse claim to our rights in or ownership of the Plan Equipment. You cannot sell or use the Plan Equipment for a loan or deal with it in any way until you own the Plan Equipment.

60.6 Manuals provided to you are subject to copyright. The Plan 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 Plan Equipment without our written permission.

60.7 Unless nominated in your Application, we will not provide you with any maintenance or software as part of the Plan Equipment.

61. THINGS YOU MUST DO

61.1 You must:

- 61.1.1 Arrange for the Plan Equipment to be properly serviced so that it is at all times in good working condition and remains subject to any applicable warranty;
- 61.1.2 Comply with the manufacturer's instructions relating to the Plan Equipment and its use;
- 61.1.3 Comply with all laws and regulations relating to the Plan Equipment, the use or possession of it, or any premises on which it is situated;
- 61.1.4 Keep the Plan Equipment at the Site address indicated in your Application or at such other place as we approve in writing;
- 61.1.5 Produce the Plan 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 Plan Equipment is kept;
- 61.1.6 Keep the Plan Equipment under your control or the control of your employees; and
- 61.1.7 Notify us immediately in writing if the Plan Equipment is lost, stolen or damaged or any person asserts any rights to the Plan Equipment.

62. THINGS YOU MUST NOT DO

62.1 You must not.

- 62.1.1 Change the Plan Equipment, make any addition to it or install anything with it without our written consent. You agree that the changed Plan Equipment, including any other goods supplied with or attached to it, becomes our property and will comprise the Plan Equipment for the purposes of this Agreement;
- 62.1.2 Use the Plan Equipment for any purpose which is unlawful or might endanger the safety or condition of the Plan Equipment or prejudice our interest in it;
- 62.1.3 Alter or cover up any insignia, number or mark in or on the Plan Equipment; or
- 62.1.4 Alter the installation of the Plan Equipment in a way that makes it a fixture.

63. INSURANCE

63.1 Unless agreed otherwise in writing, you must:

- 63.1.1 Insure the Plan Equipment and keep it insured for its full insurable value under an all risks insurance policy;
- 63.1.2 Take out and maintain an adequate level of public risk liability insurance in relation to the Plan Equipment and its use;
- 63.1.3 Take out each insurance policy with a reputable insurer in your and our joint names for our respective rights and interests;
- 63.1.4 Punctually pay all premiums on each insurance policy and not prejudice any policy;
- 63.1.5 If we request, provide us with adequate evidence of the insurance policies;
- 63.1.6 Irrevocably authorise us to receive all money payable under the insurance policies, or payable by any person for damage to or loss of the Plan Equipment or any injury, death, damage or loss caused by the Plan Equipment or its use; and
- 63.1.7 Appoint us your attorney;
- 63.1.8 To make, recover and/or compromise in your name any claim under such insurance or against any person; and
- 63.1.9 To appropriate any insurance money or other amount received at our option towards repair or replacement of the Plan Equipment or towards any money payable by you to us or to any third party.

64. DESTRUCTION

64.1 If the Plan Equipment is lost, stolen or substantially destroyed we may terminate this Agreement by notice to you.

64.2 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.

64.3 Your obligations under this Agreement continue even if the Plan Equipment breaks down, is defective or damaged.

64.4 If the Plan 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 Plan Equipment Charges or other money.

65. OUR ACTION

65.1 If you fail to comply with any obligations under this Agreement, 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).

65.2 We may do anything which we consider desirable to protect or enforce our rights in the Plan Equipment.

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

66. SOFTWARE

66.1 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 Plan Equipment. You will be responsible for obtaining such Other Software necessary to access and use the Plan Equipment, but you must first get our prior written permission.

66.2 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).

67. DEFINITIONS

The following definitions apply unless the context requires otherwise:

13 Calls means the relevant 13 inbound services provided to you by Us.

1300 Calls means the relevant 1300 inbound services provided to you by Us.

1800 Calls means the relevant 1800 inbound services provided to you by Us.

3G means 3rd generation mobile network on any 850/900/1900 or 2100 MHz spectrum.

Acceptable Use Policy means the policy relating to your use of the Voice and Internet Services which can be accessed on Our Website.

Account means the account held at Your financial institution from which we are authorised to arrange for funds to be debited for the charges incurred by You under this Agreement.

ACMA means the Australian Communications and Media Authority.

ACT means the Telecommunications Act 1997 (Cth), as amended or replaced from time to time.

Admin, Administration fee means the fee applicable to clients invoicing who do not have a direct debit facility for their monthly invoicing. The fee is chargeable at an amount specified in your Application or Rate Plan.

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.

Age-restricted service means an age-restricted audio-visual service; or an age-restricted text service.

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.

Agreement, Application has the meaning given to it in clause 1.2 of the General Terms.

Australian Consumer Law means the Australian Consumer Law set out in the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.

Authorised Dealer, Authorised Representative includes the employees, agents, contractors, franchisees or other representatives of Ours who introduce you to Our products and/or Services and identified as such by Us.

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.

Broadband Service means the service we provide which allows You to connect to the Internet from your computer or other device via any relevant access technology.

Business Hours means the hours of operation of the business which are specified on Our Website and as amended from time to time.

Carriage Service Provider is as defined in the Act

Carrier is as defined in the Act

Competition and Consumer Act means the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time.

Content means any data, information, image or downloadable file provided by Us or a content provider and that can be accessed using any service.

Coverage 'regional' is to such coverage as determined by Us from time to time.

Coverage 'standard' is to such coverage as determined by Us from time to time.

Credit Reporting Agency is as defined in section 6 of the Privacy Act.

Customer Contract / Agreement has the meaning given to it in clause 1.2 of the General Terms.

Current Supplier means a supplier who supplies Existing Services to You at the time of You signing the Agreement

Data Calls means a call enabling the carriage of voice, data, text or image by means of digital data.

Data & Internet Equipment means equipment which is provided to you by Us or our Supplier for Use in connection with the provision of Data & Internet Services and as specified in your Application.

Data & 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.

Data & Internet Services Related Equipment means equipment that is provided to you by Us or our Supplier for Use in connection with the provision of Data & Internet Services as specified in Part B.

Debit Day means the day that payment by you to Us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the application form headed "Direct Debit Request" which is a request from, and authority given by You to debit the Account specified on the form for the Services provided under the Agreement.

Early Termination Fee, Early Termination Payment means an amount payable by You which represents a genuine pre-estimate of our loss incurred as a result of the Agreement being terminated (including by Us or You) before the minimum term being satisfied. Calculation is based on the Service types, Rate Plan and the term of Your Agreement.

Eligible Calls for Mobile Services are any call type specifically identified as being an Eligible Call under a Rate Sheet and may include SMS; MMS; voicemail (while in Australia); mobile calls while in Australia to Fixed Lines, and Australian mobile network numbers ,13, 1300 and 1800 numbers. For clarity, they do not include mobile call to 12 prefixes, 19 prefixes, satellite services, global services, international roaming (including but not limited to access and Use of your Mobile Service for SMS, MMS, internet, WAP, circuit fax, data calls, voicemail and any calls while outside of Australia) or any other call type not specifically identified as being an Eligible Call (including where so identified under a RateSheet).

Eligible Calls for Voice Services are any call type specifically identified as being an Eligible Call under a Rate Sheet and may include Fixed Lines to Local Calls (voice not data), Fixed Lines to National Calls (voice not data), Fixed Lines to Mobile Calls (voice not data), 13, 1300, 1800 Inbound Services. For clarity, they do not include Fixed Lines to Data Calls, calls to 13, 1300, 1385, 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).

Equipment Charge means the charge for the Plan Equipment as specified in Your Application and as varied in accordance with this SFOA.

Existing Services means the services supplied to you by a Current Supplier. Fixed Line means a standard telephone service as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999 and as specified in Your Application.

Fixed Line to Mobile Calls means calls made from a Fixed Line telephone service to a GSM digital public mobile telecommunications service provided in Australia by an Australian mobile network operator excluding any special services like satellite and as amended from time to time or specified in a rate sheet.

GPRS means General Packet Radio Service and as specified in your Application.

GPRS Network means any connection to the general packet radio service provisioned by Us. GSM means Global System for Mobiles as defined by ETSI and the GSM Memorandum of Understanding and as applied in Australia.

GSM means Global System for Mobiles as defined by ETSI and the GSM Memorandum of Understanding and as applied in Australia.

GSM Network means any GSM mobile telephone network service provisioned by Us.

GST has the meaning given in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Included Usage means an amount of service Usage available for off-set against eligible Usage charges from your Monthly Plan Fees, including but not limited to BlackBerry Included Usage and Broadband Included Usage.

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 licenses and sub-licenses of such rights (irrespective of whether or not such rights are registered, or formal or informal); trade secrets, technical or nontechnical data, knowledge, information or documentation; secret or confidential operations or information; business systems, business methods or business plans (whether registered, , 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.

International Calls means a call made from a Voice or Mobile Service from Australia to another country (including calls to and from Norfolk Island).

Internet is a global system of interconnected computer networks that use the standard Internet protocol suite (TCP/IP) to serve users.

Internet Services means that part of the Data & 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.

LNP Authorisation means the LNP Customer Authorisation in your Application on the terms of this SFOA

Local Call means as defined in the Telecommunications (Consumer Protection and Service Standards) Act 1999.

Local Number Portability, LNP has the meaning given to it by the industry code from the Act.

Long Distance Preselection, LDP means Your default provider for Fixed Lines to National Calls (voice not data), Fixed Lines to International Calls (voice not data), Fixed Lines to Mobile Calls (voice not data).

Maintenance means any maintenance We provide as specified in an Application and under the terms of this SFOA.

Maintenance Agreement means the Customer Contract with Us for the supply of Maintenance under this SFOA.

Maintenance Charge means the charge for Maintenance as specified in Your Application and as varied in accordance with this SFOA.

Mobile Equipment means equipment which is provided to You by Us for use in connection with the provision of Mobile Services and as specified in Your Application.

Mobile Number Portability, MNP has the meaning given to it by the Mobile Number Portability Industry Code registered by the ACMA under Part 6 of the Act.

Mobile Premium Service, MPS means a Premium SMS and MMS services or a Proprietary Network Service.

Mobile Premium Services Determination means the Telecommunications Service Provider (Mobile Premium Services) Determination 2010 including any amendments to the determination.

Mobile Service means the GSM digital public mobile telecommunications service and the Value Added Features which We provide You on the terms and conditions of this SFOA and as specified in Your Application.

Mobile Services Related Equipment means any equipment as specified in Your Application that is not Equipment, Data & Internet Services Related Equipment, Voice Services Related Equipment or SIM cards, but may include handsets, accessories and equipment supplied by Us.

Mobile to Fixed Line means calls made from a Mobile Service while in Australia to a Fixed Line number which if made from a Fixed Line number would be a Fixed to Local or Fixed to National Call.

Mobile to Mobile Calls means calls made from a Mobile Service to a GSM digital public mobile telecommunications service provided in Australia by an Australian mobile network operator excluding any special services like satellite and as amended from time to time or specified in a rate sheet.

Monthly Included Calls, Monthly Included Usage means the maximum amount of Eligible Included Calls available in each month during the term of the Agreement and as specified in Your Application.

Monthly Plan Credits means the maximum value of credits available in each month during the term of the Agreement and as specified in Your Application. Any credits not utilised in a specific month are nontransferable and non-refundable. Credits allocated towards services remain for the full term. No credits may be reallocated within other service types provided at any time during the term of the agreement.

Monthly Plan Fee is a fixed fee payable by You each month for the Services provided to You by Us in each month as specified in Your Application, during the term of the Agreement and thereafter.

Minimum Monthly Spend means the minimum monthly fee or minimum monthly recurring charge specified in the Rate Sheets or your Application and as varied from time to time in accordance with this SFOA.

Minimum Term, Minimum Term Contract means the term of this SFOA as specified in your Application.

MNP Code means the ACIF C570:2009 Mobile Number Portability Industry Code and as amended or replaced from time to time.

MNP Customer Authorisation means the MNP Customer Authorisation in Your Application on the terms of this SFOA.

National Calls means a call made within Australia from a Voice or Mobile Service to Fixed Line, which is not a Local Call or International Call.

Numbering Plan means the Telecommunications Numbering Plan (1997) and as amended from time to time.

Other Equipment means equipment that is not Equipment provided by Us.

Other Software means software that is not Software provided by Us.

Package means an offering combining any or all Services, Equipment, Software and/or Maintenance and as described in your Application.

Part refers to any section of this SFOA so described.

Peripheral Equipment means the peripheral equipment in Your Application marked with an asterisk (*), and which is part of the Plan Equipment, but it is not serviced by Us as part of Maintenance.

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.

Plan Equipment means the equipment specified in your Application and supplied to you in accordance with Part D, in which ownership of that equipment transfers to you on the expiry of the Minimum Term.

Premium SMS or MMS service means Premium SMS and MMS services which provide content or access to content or payment for services via an SMS or MMS sent to numbers with the prefix 191, 193-197 and 199 or as defined in the Mobile Premium Services Determination.

Privacy Act means the Privacy Act 1988 (Cth).

Proprietary Network means a telecommunications network that enables access, by way of a mobile device, a premium content service that is not otherwise generally available.

Proprietary Network Service means a public mobile telecommunications service that enables customers to access a proprietary network.

Rate Card, Rate Sheet, Rate Plans means our applicable rate or tariff schedule 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 or by contacting Our customer service.

Related Body Corporate has the same meaning as in section 9 of the Corporations Act 2001(Cth).

Relevant Legislation means the Telecommunications Act, the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and the Competition and Consumer Act, including the Australian Consumer Law each as amended or replaced from time to time.

Services means the Voice Services, Data & Internet Services, Mobile Services, Mobile Premium Services or other services specified in Your Application that We supply to You under this SFOA.

Service Level Agreement means the Service Level Agreement or SLA as specified in Your Application available on Our Website or by contacting Our customer service.

Service Levels means the Service Levels applicable to any Service You have chosen in Your Application and details of such Service Levels are available on Our Website or by contacting Our customer service.

Services Agreement means the contract with Us for the supply of Services under this SFOA.

Short Message Service, SMS is the ability to send Short Messages and receive Short Messages in relation to GSM.

SIM means the Subscriber Identity Module We issue to You which enable You to access the Mobile Service provisioned by Us.

Site means the site described in your Application.

Software means the software we provide as specified in your Application but does not include Other Software.

SMS Code of Conduct means the SMS Code of Conduct developed by the Australian Communications Industry Forum and registered or published by the ACMA under Part 6 of the Act.

Spend Limit means the approximate monthly dollar limitation set a Service or Package.

Standard Customer Agreement, Standard Form of Agreement, SFOA means each of the contracts described in Clause 1 of these General Terms.

Supplier means any carrier, telecommunications service providers, internet service providers, software or equipment suppliers that provide facilities and services to You or Us.

Tariff Schedule, Tariff Plan has the meaning given in 'Rate Card'.

TCP Code means Industry Code C628:2007 Telecommunications Consumer Protections Code

TCP Customer means, (a) a person who acquires a Consumer Product for the primary purpose of personal or domestic use; or (b) a business or non-profit organisation which at the time it enters into a contract with us: (i) does not have a genuine and reasonable opportunity to negotiate the terms of the contract; and (ii) has or will have an annual spend with us which is, or is estimated on reasonable grounds by us to be, no greater than \$20,000 – other than a person acquiring a Consumer Product for resale

TIO means the Telecommunications Industry Ombudsman

Telecommunications Services means telephony services as agreed between You and Us from time to time.

Transferred Services means the Telecommunications Services transferred to Us by You from Your Current Supplier.

ToIP means Telephony over Internet Protocol as specified in your Application.

Value Added Features means any of the Mobile Services value added features as specified in your Application.

Voice Services means the telecommunications services to be provided to you under Part A and as specified in your Application

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.

VoIP means Voice over Internet Protocol as specified in your Application.

WAP means Wireless Application Protocol which is a protocol that enables internet services to be delivered to small-screen mobile devices.

We, Us, Our means the entity defined as 'The Company' in the policies section of Our Website and on our Application Form.

Website means the website on Our Application Form.

Wireless Packet Data means MMS Messages, VPN Services, Packet Data, WAP Data, WAP content; Internet content and other application data uploaded or downloaded Using the Mobile Service.

You, Your means the customer, as specified in your Application.

68. INTERPRETATION

- 1) Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- 2) The singular includes the plural and vice versa.
- 3) A reference to gender includes all genders.
- 4) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 5) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 6) A reference to a clause or schedule is a reference to a clause of or a schedule to this SFOA unless otherwise stated.

- 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.
- 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.
- 9) Undefined words and expressions have the same meaning as in the Relevant Legislation.
- 10) A reference to dollars and \$ is to Australian currency (AUD).
- 11) The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.