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Standard Form of Agreement

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Part A – Introduction

1. About this document

(a) These are Localpref's Customer Terms.

(b) When we supply you with Telco Products, our Customer Terms apply by agreement between us or, failing agreement, under section 479 of the Telco Act.

(c) When we supply you with non-Telco Products, our Customer Terms apply as our standard terms of business.

2. About us

(a) Localpref or ‘we’ means Localpref Pty Ltd ACN 677 311 107.

(b) Our website is at www.localpref.com.au

(c) Our postal address is at PO Box 2038 Ellenbrook WA 6069.

(d) Our customer service number is 08 9465 2710.

Part B – Customer Contracts

3. Your Customer Contract

We supply Service under a Customer Contract or Contract that includes:

(a) this Part B;

(b) the General Terms in Part C; and

(c) any Service Schedule for the Service.

Service Schedules for our main Services are attached.

4. Plans

(a) Many Services are available under different Plans, each with its own features, entitlements, contract period, Charges and special conditions.

(b) Your Contract also includes the terms of any Plan you select.

5. Peak & Off-peak

(a) Your Contract may specify certain days and/or times as Peak or Off-peak.

(b) Different Charges, entitlements or terms may apply in Peak and Off-peak periods. Your Contract will indicate how that works in each case.

6. Periodic Entitlements

(a) A Plan may include the right to use a certain amount of a Service during a certain period. We call these Periodic Entitlements.

eg An Internet Plan might let you download 500 gigabytes of data each month at no extra cost. eg A local call Plan might let you make 200 local calls each month at no extra cost.

(b) Unused Periodic Entitlements do not carry forward and are not redeemable for cash or other credit.

(c) If you exceed your Periodic Entitlement, extra Charges may apply or a Service may be limited in some way. Your Plan will give details.

(d) nbn Satellite customers: Pay careful attention to usage limits imposed by the nbn Fair Use Policy – see clauses 129.11 and 129.12 for more information.

7. Prepaid Plans

For a Prepaid Plan:

(a) Prepayments are not redeemable for cash or other credit. The Plan may specify a Use-by Date ie a period after which any prepaid entitlements that are not used expire without refund. Unless a Plan specifies otherwise, a Use-By Date of one year applies to all Prepaid Plans.

(b) Prepayments are not transferable between Plans – if you change Plans, there is no credit for unused prepaid entitlements (unless the Plan states otherwise).

(c) We may specify minimum and/or maximum prepayments that you may make.

(d) When your prepaid entitlements are used up we may cease providing Service. We are not responsible for the consequences of Service ceasing.

8. Non-Prepaid Plans

For a Plan that is not a Prepaid Plan, you may use the Service without paying in advance in full, but:

(a) We may require partial prepayment for a period of Service.

(b) We may require a partial prepayment before or after your Service Start Date.

(c) We may require you to maintain a minimum prepaid balance for a Service.

(d) We may vary the amount of a required prepayment or minimum prepaid balance from time to time.

(e) We may apply your prepaid balance to your next Bill or any later Bill/s.

9. Acceptable and Fair Use Policies

(a) We may publish an Acceptable Use Policy and/or a Fair Use Policy for a Service or Plan.

(b) An Acceptable Use Policy or Fair Use Policy will be directed against abusive, antisocial, illegal and/or grossly unreasonable use of a Service and/or our resources.

(c) You must comply with an applicable Acceptable Use Policy or Fair Use Policy.

For additional information regarding our Acceptable Use Policies, please visit our website (see clause 2) or alternatively to obtain a copy of the applicable policy – write to our Customer Information and Compliance Officer at our postal address (see clause 2).

10. Legal Compliance Policies

(a) We may publish a policy directed to ensuring that the use of a Service complies with all Laws.

(b) You must comply with such a policy.

11. Interacting with our staff

(a) You must deal with our staff courteously.

(b) You must not be rude to our staff.

(c) You must not harass or mislead our staff.

(d) If you breach this clause in a serious way, or on more than one occasion:

(i) we may make a written request that you comply with it; and

(ii) if you breach it again, you are in material breach of your Contract.

12. Operational Directions

(a) Acting reasonably, we may give Operational Directions about a Service.

(b) Operational Directions will be directed to the safety, security or reliability of Facilities, compliance with Laws or dealing with an emergency. We will only give an Operational Direction as and when reasonably

necessary.

(c) You must comply with an applicable Operational Direction.

13. Partner Requirements – General

(a) Telco services, including many of our Services, are commonly provided by means of Partner Facilities, provided by third party Partners.

(b) Partners often have their own Partner Requirements for the use of their Facilities and we may only be permitted to provide Service to you subject to such Partner Requirements.

(c) You must comply with applicable Partner Requirements we notify.

(d) Where a Partner Requirement states that a Partner has a certain right or power:

(i) the Partner itself may exercise that right or power; or

(ii) we may exercise the right or power on behalf of the Partner.

ACL Consumers and ACL Small Businesses: If a new or amended Partner Requirement is materially detrimental to you, you may have Walk Away Rights under clause 56.

14. Fixed terms

A Plan may specify a fixed or minimum term. If it does:

(a) A Contract for the Plan is a contract for at least that specified term. We or you can terminate it with effect from the end of the fixed or minimum term on at least 30 days notice to the other.

(b) If a Contract is not terminated under clause 14(a), it becomes a month-to-month Contract.

15. Month-to-month, casual or 'no contract' terms

If a Plan or Contract is described as 'month-to-month', 'casual', 'no contract' or similar:

(a) we may terminate it on at least 30 days' notice; and

(b) you may terminate it on at least 30 days' notice, taking effect at the end of a Billing Period (eg if you give notice on 26 March, your Contract ends on 30 April next).

16. Bundled Equipment

(a) Under some of our Plans, you will be supplied with Equipment (e.g. a modem) without paying its full purchase price on delivery (Bundled Equipment).

(b) Bundled Equipment may be:

(i) free – in which case we absorb its full cost;

(ii) amortised – in which case you pay $0 up-front and we recoup the cost from you as part of Charges over a minimum term; or

(iii) subsidised – in which case we absorb part of the cost and pass the balance on to you, either by cash or amortised payment.

(c) Clause 32(c) explains when ownership of Bundled Equipment passes to you.

17. Telecommunications Consumer Protections (TCP) Code

(a) The TCP Code applies to consumer and some business customers, called TCP Customers in our Customer Terms. Refer to the Dictionary for the detailed definition.

(b) A term or note in our Customer Terms headed 'TCP Customers' applies to you if you are a TCP Customer, but not otherwise.

18. Australian Consumer Law (ACL)

(a) Some provisions of the ACL apply to:

(i) individuals who enter Consumer Contracts (as defined in the ACL). We call those persons ACL Consumers in our Customer Terms. Refer to the Dictionary for the detailed definition; and

(ii) businesses that enter Small Business Contracts (as defined in the ACL). We call those persons ACL Small Businesses in our Customer Terms. Refer to the Dictionary for the detailed definition.

(b) A term or note in our Customer Terms headed 'ACL Consumers' applies to you if you are an ACL Consumer, but not otherwise.

(c) A term or note in our Customer Terms headed 'ACL Small Businesses' applies to you if you are an ACL Small Business, but not otherwise.

19. ACL Consumers, ACL Small Businesses and Unfair Contract Terms

(a) Our Customer Terms apply to a wide variety of customers and circumstances, and must reasonably protect our interests across that wide variety.

(b) If you are an ACL Consumer or an ACL Small Business, and a term of your Contract would (except for this clause) be unfair (within the meaning of section 24 of the ACL) we will not apply or rely on that term without also taking steps to appropriately mitigate any unfairness.

(c) Those steps will be tailored to the particular situation, but may include eg offering you Walk Away Rights and a reasonable period to exercise them.

20. Consumer Guarantees

(a) Under the Australian Consumer Law, consumers (as defined in the ACL) have the benefit of certain Consumer Guarantees:

(i) that cannot be excluded; and

(ii) where the consumer's rights in case of breach cannot be limited by your Contract, or can only be limited to a certain extent.

(b) Your Contract never operates to exclude the Consumer Guarantees (where they apply) or to limit your remedies for breach of them (in a way not permitted by law).

21. Understanding and navigating our Customer Terms

(a) Expressions used in our Customer Terms are explained in the Dictionary in clause 113.

(b) Rules for interpreting other expressions in our Customer Terms are set out in clause 112.

(c) The Index is at the end.

Part C – General Terms

22. Application for Service

(a) You must comply with any application form or process we specify.

(b) All information you provide in connection with an application must be true, correct, complete and not misleading.

23. Processing an application

(a) We do not have to accept an application.

(b) Before we confirm that we can and will provide Service, if you take any step (eg terminating a service from another supplier) on the assumption we can or will do so, you do so at your own risk.

(c) In processing your application, we may make any relevant enquiries, including obtaining credit information in accordance with clause 67.

24. Relevant dates

(a) The date when you make an application is the Application Date.

(b) The date when we confirm that we can and will provide Service is the Contract Date.

(c) The date when we notify you that Service is available for use (or the date you first use the Service, if that is earlier) is the Service Start Date.

25. Providing Service

(a) We will commence Service as soon as reasonably practicable after the Contract Date, and we may commence billing you as soon as the service is provisioned.

(b) We may provide Service using Our Facilities and/or third party Partner Facilities, as we decide from time to time. Together, we call those Facilities our Network.

26. Use of Service by others

(a) 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.

(b) Anyone who makes use of a Service with your consent or from your premises or using your equipment or log-in credentials is counted as your End User.

(c) The acts and omissions of your End Users with respect to a Service are deemed to be your acts and omissions.

(d) You must ensure that your End Users do not do (or omit to do) anything that would breach your Customer Contract if done (or not done) by you.

27. Using a Service

(a) When using a Service, you must comply with:

(i) your Customer Contract (including any applicable Acceptable Use Policy or Fair Use Policy); and

(ii) all Laws.

(b) You must not use a Service:

(i) in breach of any Law;

(ii) to breach anyone else's rights;

(iii) to infringe copyright;

(iv) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;

(v) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;

(vi) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act;

(vii) in a way that is misleading or deceptive, where that is contrary to Law;

(viii) in a way that results, or is likely to result, in damage to property or injury to any person; or

(ix) in any way that damages or interferes with our Services to our other customers, our Partners or any Facilities, or exposes us to liability.

28. Exploitative Use

(a) 'Exploitative Use' means:

(i) using an unlimited mobile telephone Service to generate mobile terminating access or SMS message terminating access payments (for example, by using SIM boxing);

(ii) using a Service to transit, refile or aggregate domestic or international traffic on Our Network,;

(iii) using a Service with devices that switch or reroute calls to or from Our Network without our consent;

(iv) using a Service in a manner similar to the kinds described in clauses 28(a)(i), (ii) or (iii); or

(v) any other use of a Service in a manner that cannot reasonably be considered to be within the range of uses for which the Service are ordinarily supplied –

provided that use of a Service is not Exploitative Use merely because it is high volume use.

(b) You must not engage in Exploitative Use.

29. Telephone numbers

(a) In connection with a Service, you may be allocated with telephone numbers.

(b) We must comply with the Numbering Plan which sets out rules for issuing, transferring and changing telephone numbers.

(c) 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.

(d) You must not:

(i) do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it; or

(ii) relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the Law permits.

(e) You do not own any number allocated to you, and (except where Law permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Contract ends.

30. IP addresses, email addresses and domain names

(a) In connection with a Service, you may be allocated IP addresses, email addresses, domain names or Internet identifiers.

(b) These Internet identifiers are licensed, controlled and administered not by us but by independent authorities. These authorities make, and may change, their own rules and regulations that bind us and you.

(c) We are not responsible for anything done, or required to be done, by these authorities.

(d) You do not own any Internet identifier allocated to you, and (except where rules of the relevant authority permit you to transfer an Internet identifier to another service provider) you have no right to retain them when your Contract ends.

(e) An IP address allocated to you:

(i) may be managed using Network Address Translation (NAT);

(ii) may not be 'globally routable' ie directly reachable by all other Internet users; and

(iii) may therefore not support applications or services that require inbound connections to be established (eg a Virtual Private Network).

This reflects common industry architecture and is not a defect in your Service.

(f) We may allocate you with a globally routable IP address, if you request it or applicable Service Terms provide for it, subject to:

(i) availability;

(ii) Service Terms;

(iii) our current allocation policy at the time of request; and

(iv) payment of an additional Charge.

31. IP addresses

(a) We shall provide you with a static (ie non-changing) IP address.

(b) However, the changing of any IP addresses due to a fault or network issue may occur on occasion and this is not a fault or a breach of our agreement.

32. Supplied Equipment

(a) This clause applies if we supply Equipment to you.

(b) You assume risk in Equipment upon delivery.

(c) We or our Partners retain title to Equipment:

(i) for Equipment rented or loaned to you – at all times;

(ii) for Bundled Equipment – until completion of the minimum term; and

(iii) for any other Equipment – until full payment has been made – each a Security Period.

(d) While we or our Partners retain title to Equipment, you hold it in a fiduciary capacity as bailee for us.

(e) We or our Partners retain all intellectual property rights in any software, manuals or user documentation supplied with Equipment.

(f) If you use in connection with a Service any Equipment we have not approved or provided:

(i) it must comply with all applicable Laws, and technical standards and requirements including those set by its supplier or the manufacturer;

(ii) you are responsible for ascertaining what those technical standards and requirements are, since we will not be familiar with the Equipment; and

(iii) we will not be liable to you for any losses or expenses you incur in relation to your use of the Equipment, except to any extent we cause or contribute to it by:

(A) our negligence, or

(B) our breach of the Consumer Guarantees.

33. Substituted Equipment

(a) On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the advertised Equipment.

(b) On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may supply substitute or modified Equipment that is more suitable.

34. Delivery of Equipment

(a) We will try to deliver Equipment to you on the delivery date (Delivery Date) and at the address (Site) indicated on your Application during normal business hours in that area.

(b) Variations at your request to Delivery Date or Site:

(i) are at our discretion; and

(ii) may be subject to conditions, including extra Charges.

35. Installation and connection of Equipment

(a) This clause only applies if we expressly agree to install or connect Equipment.

(b) We will install the Equipment at the Site within a reasonable time after the Delivery Date to connect you to the Service during normal business hours in that area. You must provide us with safe access.

(c) You must prepare the Site for the installation (in accordance with any directions or specifications we issue) at your own expense, including providing:

(i) appropriate electricity supply;

(ii) appropriate electrical and mechanical fittings;

(iii) appropriate environmental conditions;

(iv) a secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions;

(v) all necessary facilities for the location of the Equipment;

(vi) access to all necessary personnel including your technical personnel;

(vii) where relevant, permission for us and our representatives and agents to enter the Site and install the Equipment including making any minor physical modifications reasonably necessary for the purpose.

(d) You warrant to us that as at the date of installation and connection to the Service, you will have notified any relevant parties and obtained all relevant consents for us to enter onto the Site, install Equipment and connect you to the Service.

(e) You must indemnify us against any Claim made against us, or Loss incurred by us (including legal costs on a full indemnity basis) in connection with such entry and installation, except to the extent that we caused or contributed to the Claim or Loss by our negligence, breach of any Law or breach of your Con- tract.

(f) You must obtain and maintain, at your expense, any permits, licences, approvals, authorisations, including local council planning approval required for the installation and operation of the Equipment and connection to the Service.

(g) If installation must be rescheduled because you breach this clause, we may make a reasonable Charge for our additional costs.

36. Installation Charges

(a) We will charge you installation Charges as stated (or indicated by) in your Contract.

(b) We will try to inform you in advance of any installation fees that may be charged by our Partners.

(c) If we find that installation will be more costly because of factors beyond our reasonable control, we may decline to proceed with installation unless you agree to revised Charges.

37. Additional Equipment services

(a) You may ask us to supply additional services in relation to Equipment eg repairs.

(b) If we agree to provide additional services, we will charge on a time and materials basis at our standard rates at the time (which may include materials supplied by our Partners at rates they determine).

38. Lost, stolen and damaged Equipment

(a) You are responsible for any lost, stolen and damaged Equipment that is owned by us or our Partner and is in your possession, under your control or on your property, except if it is caused by us, our personnel or our Partner (including nbn).

(b) You must pay for the replacement or (if reasonable) repair of such Equipment, except if the loss, theft or damage is caused by us, our personnel or our Partner (including nbn).

39. Equipment

(a) On the termination of your Contract for any reason, you must return all our Equipment without delay and (unless termination occurred due to our fault) at your cost.

40. PPS Law

40.1 Application of clause

(a) This clause 40 applies to the extent that your Customer Contract provides for or contains a 'security interest' for the purposes of the PPS Law (or part of it).

(b) The security interest granted to us is a 'purchase money security interest' to the extent that it can be under section 14 of the PPS Law.

40.2 Registration and rights

(a) We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of:

(i) ensuring that our security interest is enforceable, perfected and otherwise effective under the PPS Law;

(ii) enabling us to gain first priority (or any other priority agreed to us in writing) for our security interest; and

(iii) enabling us to exercise rights in connection with the security interest.

(b) Our rights under your Customer Contract are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose whether to exercise rights under our agreement and/or under such other law, as we see fit.

40.3 PPS Law exclusions and waivers

(a) The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are 'contracted out' of your Customer Contract in respect of goods that are not used predominantly for personal, domestic or household purposes:

(i) section 95 (notice of removal of accession to the extent it requires us to give a notice to you);

(ii) section 96 (retention of accession);

(iii) section 125 (obligations to dispose of or retain collateral);

(iv) section 130 (notice of disposal to the extent it requires us to give a notice to you);

(v) section 132(3)(d) (contents of statement of account after disposal);

(vi) section 132(4) (statement of account if no disposal);

(vii) section 135 (notice of retention);

(viii) section 142 (redemption of collateral); and

(ix) section 143 (reinstatement of security agreement).

(b) The following provisions of the PPS Law:

(i) section 123 (seizing collateral);

(ii) section 126 (apparent possession);

(iii) section 128 (secured party may dispose of collateral);

(iv) section 129 (disposal by purchase); and

(v) section 134(1) (retention of collateral) –

confer rights on us. You agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any Equipment during its Security Period, not only under those sections but also, as additional and independent rights, under your Customer Contract and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

(c) You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

40.4 Non-disclosure

We and you agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation or be subject to injunction if we breach this clause.

40.5 No competing security interest

You must not create, purport to create or permit to be created any ‘security interest’ (as defined in PPS Law) in Equipment during its Security Period other than with our express written consent.

40.6 Sub-hiring Equipment during Security Period

(a) You must not lease, hire, bail or give possession of (sub-hire) the equipment to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form accept- able to us and must be expressed to be subject to our rights under our agreement with you.

(b) You must take all steps including registration under PPS Law as may be required to:

(i) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;

(ii) enable us to gain (subject always to our rights) first priority (or any other priority we agree to in writing) for the security interest; and

(iii) enable each of us to exercise our respective rights in connection with the security interest.

40.7 Costs

We may recover from you the cost of doing anything under this clause 40, including registration fees and the costs of notification.

41. TCP Customers and Authorised Representatives

(a) If you are a TCP Customer, you can appoint an Authorised Representative to act on your behalf if you require.

(b) To be effective, we require that any such appointment:

(i) is in writing;

(ii) is signed by you (unless you are incapable of signing, in which case we shall work out a feasible and mutually acceptable alternative with you);

(iii) is verified by you in person or by telephone, including reasonable evidence of your identity (unless you are incapable of communicating with us in person or by telephone, in which case we shall work out a feasible and mutually acceptable alternative with you); and

(iv) states any limitations on the authority of your Authorised Representative (eg time limit; limit on access to your account or personal information; limit on authority to incur expense on your behalf).

(c) If your appointment does not state any limitations, your Authorised Representative has the power to act on your behalf as if they are you.

(d) If your appointment states any limitations, your Authorised Representative has powers, including access to your information, in accordance with your appointment and those limitations.

42. TCP Customers and Advocates

(a) You can use an Advocate to communicate with us if you require.

(b) We presume that an Advocate is not authorised to establish or make changes to your account or Services, unless the Advocate is also your Authorised Representative under clause 41.

(c) A person acting as your Advocate has no power to act on your behalf and has no access to your information without you being present and agreeing to such action.

43. Rights and remedies for PDH goods and services

Important consumer information: Full details of the consumer rights and remedies referred to in clauses 43

and 44 can be obtained from the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or from a local consumer protection agency.

(a) If we supply you with goods or services of a kind ordinarily acquired for personal, domestic or household (PDH) use or consumption you have important rights under the Australian Consumer Law (ACL) including Consumer Guarantees and remedies.

Nothing in your Contract limits those rights and remedies in any way.

(b) If we supply you with PDH Goods or Services, and you are told they come with a ‘manufacturer’s warranty’ or ‘one year product assurance’ or similar, those rights are in addition to, and not instead of, your

rights under the ACL.

44. Rights and remedies for non-PDH goods

If we supply you with goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and cost no more than:

- until and including 30 June 2021 - $40,000; or
- from and including 1 July 2021 - $100,000 —

you have important rights under the ACL including Consumer Guarantees and remedies but:

(a) in relation to these goods, our liability for failure to comply with a Consumer Guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:

(i) replacing the goods or supplying equivalent ones;

(ii) repairing the goods;

(iii) paying the cost of replacing the goods or of acquiring equivalent ones; or

(iv) paying the cost of having the goods repaired; and

(b) in relation to these services, our liability for failure to comply with a Consumer Guarantee is limited to:

(i) supplying the services again; or

(ii) paying the cost of having the services supplied again.

(c) If we supply you with non-PDH Goods or Services that cost no more than

- until and including 30 June 2021 - $40,000; or
- from and including 1 July 2021 - $100,000 —

and you are told they come with a ‘manufacturer’s warranty’ or ‘one year product assurance’ or similar, those rights are in addition to, and not instead of, your rights under the ACL.

45. Personal injury or death

To the extent that our negligence causes personal injury or death, we accept liability on normal principles of law.

46. Service Level Agreements

If a Service or a Plan includes a Service Level Agreement (SLA):

(a) we are liable for any remedy or rebate specified by the SLA; and

(b) subject to clauses 43 to 45, and to the express terms of the SLA, our liability for breach of the SLA is limited to such remedy or rebate.

47. Exclusion of implied terms

Important consumer information: Nothing in this clause 47 limits the consumer rights and remedies referred to in clauses 43 and 44.

Subject to clauses 43, 44, 45 and 46:

(a) Any representation, warranty, condition or undertaking (whether in favour of you or of us) that would be implied in your Contract by legislation, common law, equity, trade custom or usage or otherwise is excluded from your Contract to the fullest extent permitted by law.

(b) We do not warrant or represent the performance, accuracy, reliability or continued availability of the Services or Facilities or that the Services or Facilities will operate free from faults, errors or interruptions.

48. Limitation of liability – General

Important consumer information: Nothing in this clause 48 limits the consumer rights and remedies referred to in clauses 43 and 44.

Subject to clauses 43, 44, 45, 46 and 49, we are never liable to you for, and you release us from any Claim for, any Loss.

49. Limitation of liability – ACL Consumers and ACL Small Businesses

Important consumer information: Nothing in this clause 49 limits the consumer rights and remedies referred

to in clauses 43 and 44. If:

(a) you are an ACL Consumer or an ACL Small Business; and

(b) clause 48 is determined by a court or tribunal to be Unfair – then:

(c) clause 48 will not apply but:

(i) neither of us is liable to the other for economic loss, business interruption, loss of revenue, profits, actual or potential business opportunities or contracts, anticipated savings, loss of profits, loss of data, indirect or consequential loss, an obligation to indemnify another person, or an obligation to contribute to the compensation of loss or damage suffered by another person; and

(ii) except for liability under clauses 50(a), (b) or (c), 52 or 53 the liability of each of us to the other for any Loss is limited to $1,000 in aggregate in respect of the Term.

50. Liability – General

(a) You must pay us all Charges and other amounts due under your Contract.

(b) You must pay us the fair value of any Equipment that you fail to return to us when required.

(c) You must pay us fair compensation for any damage to Equipment you return to us. Fair wear and tear does not count as damage.

(d) You must indemnify us for any Loss we suffer as a result of or in connection with:

(i) your breach of your Contract;

(ii) your use of a Service or Equipment; or

(iii) a Claim against us by an End User in relation to a Service we supply to you –

except to the extent that we caused or contributed to the Loss by our negligence, breach of any Law or breach of your Contract.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

(e) You indemnify us for any Loss we suffer in connection with any Claim made against us by a third party arising out of or in relation to your use of Services or Equipment except to the extent that we caused or contributed to the Loss by our negligence, breach of any Law or breach of your Contract.

(f) Your obligations under this clause survive termination of your Contract.

51. Liability – legal requests, etc

(a) This clause applies where we reasonably incur expenses as a result of or in connection with:

(i) a police request for information or evidence in relation to you or your use of a Service; or

(ii) a Court or other competent authority's direction for provision of information or evidence in relation to you or your use of a Service; or

(iii) a demand from a legal practitioner for information or evidence in relation to you or your use of a Service.

(b) You must reimburse our expenses on request.

52. Your liability to us – (alleged) illegal use, etc

(a) This clause applies where:

(i) your Service is actually or allegedly used in a way that breaches any law or infringes the rights of any third party; and

(ii) we suffer Loss or reasonably incur expenses as a result.

(b) You must make good our Loss and reimburse our expenses on request.

53. Liability and our Partners

53.1 No Claims against a Partner

If:

(a) except for this clause, you would have a Claim against a Partner arising out of or in connection with your Service or their role in its supply; and

(b) our Partner has required us to exclude the Claim and/or we are liable to indemnify it against the Claim – then:

(c) you must not make the Claim;

(d) you release our Partner from the Claim; and

(e) you indemnify us and our Partner against any Loss we suffer if you do make the Claim.

53.2 Partner indemnity

If we are liable to indemnify a Partner against any Claim or Loss arising out of or in connection with your Service or their role in its supply, you must indemnify us against our liability to the Partner except to the extent that we caused or contributed to the Claim or Loss by our negligence, breach of any Law or breach of your Contract.

53.3 No application where Unfair

If:

(a) you are an ACL Consumer or an ACL Small Business; and

(b) clause 53.1 or 53.2 is determined by a court or tribunal to be Unfair – it will not apply.

54. Maintenance and faults

54.1 Maintenance

From time to time, the Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.

54.2 Reporting faults

(a) You may report faults in relation to a Service or the Network by contacting our help line during its operating hours.

(b) Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by equipment which is not part of the Network.

(c) You must not report a fault directly to one of our Partners unless we ask you to do so.

(d) If you report a fault that turns out to be a 'false alarm', or not to relate to the Network, we may make a reasonable charge for our effort and expenses in responding to your report.

54.3 Repairing faults

(a) We will use reasonable efforts to repair faults in Our Facilities within a reasonable period.

(b) We will use reasonable efforts to have our Partners repair faults in Partner Facilities within a reasonable period.

(c) You are responsible for maintaining and repairing your own equipment (except where we supplied it and you have warranty rights in relation to a fault).

54.4 Cost of repairs

If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

55. General power to vary your Contract

We may vary your Contract from time to time on notice to you but variations do not have retrospective effect. ACL Consumers and ACL Small Businesses: Subject to clause 56.2, we shall give you reasonable notice, having regard to:

(a) the nature of the variation; and

(b) the means by which notice is to be provided; and

(c) the length of time remaining before the variation is to occur; and

(d) any other matter that is reasonably relevant –

and we may also give you Walk Away Rights as explained in clause 56.

56. ACL Consumers, ACL Small Businesses and Contract variations

This clause only applies to ACL Consumers and ACL Small Businesses.

56.1 Reminder about ACL Consumers and ACL Small Businesses

'ACL Consumers' means individuals who enter certain kinds of contracts. 'ACL Small Businesses' means certain businesses that enter certain kinds of contracts. Refer to the Dictionary for the detailed definitions.

56.2 Beneficial or minor negative impact

If a Contract variation will have a beneficial or only a minor negative impact on you:

(a) we will not give you notice; and

(b) we will not give you Walk Away Rights.

56.3 Variations arising from amendments by a Partner

If:

(a) a Partner supplies a service (Resupply Service) to us; and

(b) we resupply the Resupply Service to you (either as a separate service or as part of another service); and

(c) the Partner exercises a legal right to vary its terms of supply of the Resupply Service – then:

(d) we may vary your Contract in accordance with the Partner's variation;

(e) we will give you notice of the variation; and

(f) we will give you Walk Away Rights if you also pay any costs (eg early termination fee or similar) that we will have to pay for cancelling the Resupply Service with the Partner.

56.4 Other variations

In any other case:

(a) We will give you notice of the variation.

(b) We will also offer you the right to terminate your Contract within 14 days of the date of the notice without incurring charges other than:

(i) usage or network access charges to the date your Contract ends; and

(ii) outstanding amounts for installation of Equipment; and

(iii) outstanding amounts for Equipment that is compatible with other suppliers' services; and

(iv) where applicable, any amount under clause 56.3 – (Walk Away Rights).

57. When variations take effect

Contract variations take effect:

(a) at the end of any applicable notice period; or

(b) if no notice period applies, immediately.

58. Customer transfers to us

58.1 Obligations to your current supplier

If you wish to transfer from another supplier to us, you must first check whether your contract with your cur- rent supplier imposes any restrictions or costs of doing so.

58.2 Where we manage the churn process

(a) In some cases, there is an industry process under which we initiate and manage the transfer of your Service from another supplier to us (Industry Churn Process).

(b) Where we notify you that an Industry Churn Process is in place, by making an application for Service, you instruct and authorise us to arrange with your current supplier to transfer the Service to us, and authorise us to act on your behalf with your current supplier to transfer the Services to us.

58.3 Where there is no Industry Churn Process

Unless we notify you that there is an Industry Churn Process in place, you are solely responsible for terminating your contract with and any services from your current supplier in accordance with your contract with it, which might continue to charge you until you have done so.

58.4 Charges payable to your current supplier

You must promptly pay your current supplier all amounts you owe it.

59. Transfers from us

(a) If you transfer a Service to another supplier, you must pay our Charges that accrue before completion of the transfer.

(b) If you transfer a Service to another supplier before the end of any minimum term or fixed term, Early Termination Fees apply – see clause 82.

60. Charges & payment (1): kinds of Charge

We have various kinds of Charge, including:

(a) installation Charges eg for installing Equipment;

(b) set up Charges eg a one-off Charge when you start on an Internet Service;

(c) periodic Charges eg a fixed monthly Charge for an ADSL Service;

(d) usage Charges eg a Charge per call made on a local call Service;

(e) prepaid Charges eg a Charge for call credit on a mobile telephone service;

(f) call connection Charges eg a Charge incurred when a telephone call connects;

(g) miscellaneous Charges eg a Charge for providing a second copy of a bill, and any Charge that an applicable code, regulation, determination or law specifically allows us to make;

(h) third party Charges eg an amount we must pay to a Partner to install a second telephone line in your premises;

(i) equipment Charges eg the price of a modem we sell to you – and other Charges stated as part of a Plan.

61. Charges & payment (2): Prices

(a) Subject to clause 63, our prices are as stated in your Plan.

(b) Our current prices at any time are referred to as our 'Price List'.

62. Charges & payment (3): spot priced Services

(a) We may designate a Service as a spot priced Service.

(b) Spot priced Services will consist of resupplied or rebilled Services where our buy price or other third party charges can vary with little or no notice.

(c) International telephone calls and international roaming are spot priced Services.

63. Varying Charges

We may vary the Charges or add new Charges from time to time in accordance with clauses 55, 56 and 57.

64. Special Promotions

(a) We may offer Special Promotions to you, on particular terms.

(b) The particular terms of the Special Promotion will prevail to the extent of any inconsistency with other parts of your Contract.

65. Bundled Plans

(a) We may offer a group of Services as a package (bundle) for discounted total Charges (compared to the total Charges that would apply if you acquired the same Services not as a bundle).

eg We might offer bundled 'Home phone + Internet Access for $89.95 a month' where our Charges for the individual Services would be $99.95 a month.

(b) Each Service in a bundle is subject to a separate but dependent Contract.

(c) If you stop acquiring any Service in a bundle:

(i) You have 'broken' the bundle; and

(ii) We may bill you non-discounted Charges for the remaining Service/s.

66. Credit management (1): Guarantees and security

(a) We can make supply of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.

TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you acquire.

(b) If we become entitled to suspend or terminate Service, we may make the resumption of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.

TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you acquire.

(c) We may use a security payment to pay any billed Charge that is overdue, where you have not disputed the Charge.

TCP Customers: Before we access a security payment, we will advise you that it will be accessed within 5 working days and provide you an opportunity to pay within that period.

67. Credit management (2): Credit checks

67.1 Credit checks

(a) At our discretion, we may obtain a credit report about you to help us decide whether to accept your application for service and to help us collect overdue amounts.

(b) In the course of a credit check, we may disclose personal information about you to a credit reporting agency or other credit information provider. We may receive a credit report and other information about you, including personal information.

(c) A credit reporting agency may include the fact that we obtained a credit report about you in its credit information file on you.

67.2 Disclosure of information

We may disclose to a credit reporting agency:

(a) information in your application;

(b) details of your account;

(c) that you have applied for credit with us;

(d) that we are a current credit provider to you;

(e) payments that are more than 60 days overdue and are subject to collection processes;

(f) any cheque of yours for $100 or more which has been dishonoured more than once;

(g) any serious credit infringement you have committed;

(h) that payments are no longer overdue.

67.3 Other credit disclosures

We may disclose information about you and any debt you owe us to:

(a) a debt collection service we engage; and

(b) anyone who takes, or is considering taking, an assignment of any debt you owe us.

67.4 Your consents

(a) If you are an individual, you agree that we can conduct a credit check and verify your personal details, in accordance with this clause.

(b) If you are self-employed, you agree that we can:

(i) obtain and use any report or information from a credit reporting agency, which contains information about your commercial activities or commercial credit worthiness;

(ii) exchange with your other credit providers, any credit report or other report about your credit worthiness or history, or personal information contained in those reports –

in accordance with this clause.

67.5 Further acknowledgments

You acknowledge that credit and other information about you may be used to:

(a) assess your application;

(b) assist you to avoid defaulting on your credit obligations;

(c) notify other credit providers of a default by you; and

(d) assess your creditworthiness.

68. Credit management (3): Services you acquire for others

If you enter a Contract where you will not be the main actual user of the Service (eg you arrange an Internet Service for your children):

(a) You are responsible for all use of the Service and all Charges incurred under the Contract.

(b) If you give anyone else sufficient information about your Service (eg by giving them your user name, password or other credentials), they may be able to:

(i) uncap or unlimit any cap or other limits that apply to it;

(ii) change Plans;

(iii) disconnect Service; and

(iv) do anything else that you could do.

You should treat all information that allows control of your Service as secret.

(c) Internet and telephone Services can be used to buy goods and services from third parties. You may be liable for debts incurred to these third parties.

69. When we can bill

(a) Your 'Billing Period' is the period between bills. Our standard Billing Period is monthly, but we may vary it.

(b) We may bill a part-period eg to align your Billing Period with the first day of each month.

(c) Subject to clause 69(d), we may bill for Charges as follows:

Type of Charge:	may be billed:
(i) set up Charge	immediately
(ii) periodic Charge	14 days before the start of the period it relates to
(iii) usage Charge	at the end of each Billing Period
(iv) prepaid Charge	when you buy or top up a prepaid Service
(v) call connection Charge	at the end of each Billing Period
(vi) miscellaneous Charge	at the end of each Billing Period
(vii) third party Charge	immediately
(viii) Equipment Charge	when or before we dispatch the Equipment

In any case, we may bill you for any Service we have already provided.

70. Bills – General

(a) You agree that you can incur a Charge without us issuing any invoice, statement or Bill.

(b) You agree that we need not offer payment by mail as a payment method for any Service, including a Standard Telephone Service.

(c) If we do provide an invoice, statement or Bill for a Service, we can send it to you in the same way as any other notice, including via your Account Page.

TCP Customers: We will supply a Bill to you for each current Billing Period, except where:

(a) you pay by Direct Debit and the Charges for that Billing Period are for the same fixed amount in each Billing Period –

and in that case you and we agree that, although a Charge for that fixed amount will be payable by you, a Bill will not be issued unless the total amount payable in that Bill is more than 10% higher than that fixed amount; or

(b) your Service is Prepaid.

71. Recharge Billing

Where Recharge Billing applies to a Service:

(a) The Service is supplied on a Direct Debit only basis.

(b) At the commencement of the Service, we shall Top Up your Recharge Balance.

(c) Charges that you incur will be billed against your Recharge Balance in accordance with these terms.

(d) Whenever your Recharge Balance falls below your Top Up Trigger, we shall Top Up your Recharge Balance again.

(e) You authorise us to Extract funds to make Top Ups in accordance with this clause.

72. Extra Charges for bills and information

(a) We may charge you an extra Charge if:

(i) you request non-standard information about your bill or Charges, or

(ii) you ask us to deliver a bill by a method that is not the standard method for a Plan.

(b) If you request a paper bill when that is not the standard method for a Plan, the extra Charge is as notified in our Price List.

73. Billing information – TCP Customers

73.1 Requesting information

If you are a TCP Customer and request it, we will provide all Billing information related to your Service (including, if you request it, itemised details of Charges associated with the Service) relating to up to 72 months prior to your request, provided that:

(a) for information relating to the 24 months prior to your request:

(i) we shall provide it through at least one medium (of our choice) free of charge; and

(ii) otherwise we may impose a Charge for providing the information, limited to the cost of the providing it;

(b) for information relating to a period between 24 and 72 months prior to your request, we may impose a Charge for providing the information, limited to the cost of the providing it;

(c) you may request provision of Billing information via other mediums and formats normally available from us and we may impose a Charge for providing the information in that way, limited to the cost of the providing it.

73.2 Electronic Billing data

If you are a TCP Customer and we make information from, or about, a Bill, available in an electronic form, we will offer at least one method of accessing that information that does not involve paying access Charges to us (but to avoid any doubt, this does not prevent us from making any Charge that is authorised by clause 73.1).

73.3 Itemised Billing

(a) We require notice in order to supply itemised billing details to you.

(b) Unless we advise you otherwise, the notice period is:

(i) 14 days where the information relates to Charges first billed within the last 12 months;

(ii) 21 days where the information relates to Charges first billed within 12 to 24 months; and

(iii) otherwise – 28 days.

74. Costs of telephone Billing Enquiries

If we provide access to our billing enquiry point by telephone, you agree that standard call rates apply (including timed charges for national and mobile calls).

75. Out-of-pocket expenses

(a) We may notify you that, in order to supply a Service, we need to incur some out-of pocket expense that is not included in other Charges. In that case we will not supply that Service unless you make satisfactory arrangements to pay or reimburse that expense.

(b) We notify you that a Partner may charge us if you report a fault and there was no such fault, or the fault lies with equipment for which the Partner is not responsible, or if you contact the Partner directly. You must pay or reimburse all such amounts.

76. GST

(a) In this clause, an expression within a pair of asterisks means the same as in the GST Act.

(b) Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', '+ GST' or similar.

(c) Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any

taxable supply for which that amount is paid. Otherwise:

(i) The *consideration* payable by you represents the *value* of any *taxable supply* for which payment is to be made.

(ii) If we make a *taxable supply* for a *consideration*, which represents its *value*, then you must pay immediately the amount of any GST payable in respect of the *taxable supply*.

(d) If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an *acquisition* of a *taxable supply* from a third party, the amount you must pay, reimburse or contribute will be the value of the *acquisition* by us less any *input tax credit* to which we are entitled plus, if our recovery from you is a *taxable supply*, any GST payable under this clause.

(e) We may recover any GST payable under this clause in the same manner as our Charges.

77. Late billing

(a) We may late bill. TCP Customers: We shall only do so up to 160 days in arrears.

(b) Some Charges in a Bill may relate to a previous Billing Period.

78. When you must pay

(a) Where a Direct Debit or credit card arrangement applies, we may Extract payment for Charges:

(i) after it is billed (if we issue a Bill for the Service); or

(ii) after the end of the current Billing Period (if we do not issue a Bill for the Service).

TCP Customers: All Billing information will be accessible before we do so, but you agree that we need not allow 10 working days before Extraction (as would otherwise be required by clause 5.7.1(c) of the TCP Code).

(b) If any Bill is overdue for payment, you must pay that Bill and any other Bill immediately.

(c) In any other case, you must pay a Bill within 14 days after its Bill Date.

79. How you can Pay

(a) If your Plan specifies 'Direct Debit only' (or similar) then:

(i) Direct Debit payment is a precondition to supply of Service to you.

(ii) We may suspend Service if Direct Debit arrangements are not maintained.

(iii) You must not cause to be reversed any Direct Debit payment to us, unless you have our prior writ- ten approval. Otherwise, you must pay our reasonable costs (including legal fees if necessary) of reinstating the transaction.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimburse- ment of our costs and you are advised of their amount or method of calculation.

(b) In any other case:

(i) Direct Debit is our preferred payment method and incurs no surcharges.

(ii) You may pay by MasterCard or Visa or any other card we notify you that we accept.

(iii) Payments made using credit cards may be subject to a surcharge as notified on our website or a Bill.

(c) If any payment you make is dishonoured we may charge you a reasonable payment dishonour fee and recover from you any fees charged by our bank which result from the dishonoured payment.

80. Late payment (1)

If a Bill is not paid on time:

(a) you are in breach of your Contract, and

(b) we may also charge:

(i) interest at 1.5% a month from the date the Bill was due for payment until it is paid in full; or

(ii) a reasonable late fee; and

(iii) any collection fees and expenses that we incur.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

81. Late Payment (2) – accounts over 60 days

If your payment is 60 days or more overdue or we otherwise consider it is reasonable to do so –

(a) we may refer it to an external collections agency;

(b) we notify you that our collection fees and expenses under clause 80(b)(iii) may:

(i) include the external agency's collection fee and/or

(ii) include a minimum recovery charge.

TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

82. Early Termination Fees

The amount of an Early Termination Fee that we are entitled to charge is:

(a) the amount specified in or calculated in accordance with the relevant Plan; or

(b) otherwise:

(i) any amount we remain liable to pay to a third party (eg a wholesale supplier) for goods or services we cannot resell or resupply to other customers; and

(ii) a reasonable estimate of our lost profit as a result of early termination.

83. Billing disputes

(a) Our records of what you owe us are deemed to be right unless you show them to be wrong. ACL Consumers and ACL Small Businesses: This does not apply to you.

(b) If you dispute a bill, you must pay it on time. We shall credit you if it is later determined that you are entitled to a credit.

TCP Customers: We will not take Credit Management action in relation to a disputed amount that is the subject of an unresolved complaint, if we are aware that the complaint has not been resolved to your satisfaction and is being investigated by us, the TIO or a relevant recognised third party but:

(i) you must still pay all undisputed portions, and

(ii) if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.

(c) You may not raise a billing dispute more than 12 months after a bill is issued, and we will not pay any refund or give any credit in respect of a period prior to that.

84. Billing for unauthorised use of your account

You are responsible for, and must pay for, all use of your Service except for unauthorised use that results from our negligence or breach of a Consumer Guarantee.

85. Billing agents

(a) We may bill you via a billing agent (eg another company in our group).

(b) Payment to our billing agent constitutes payment to us.

(c) Failure to pay our billing agent constitutes failure to pay us.

86. Calls to Mobiles

(a) Unless otherwise expressly stated, our prices for usage of mobile phones (eg calls, messaging, data transfers) are always quoted on the basis that:

(i) you are using the phone in Australia, and

(ii) any phone you are calling or messaging is in Australia.

(b) We cannot necessarily know when a mobile telephone is outside its home network. If it is, extra Charges may apply.

87. Payment for third party services

(a) Using a Service may depend on you having goods or services supplied by third parties. For instance:

(i) In order to use a dial up internet Service, you must have a telephone line, and your modem will make calls using it.

(ii) In order to use a local call Service, you must have a suitable handset.

(b) You are solely responsible for the costs of all third party goods and services you acquire.

88. Your cooperation

(a) You must give us all reasonable cooperation that we require in order to provide a Service to You, and fixing any problems that arise, and resolving any disputes that may arise or complaints that you may have.

(b) You acknowledge that, where a Service is a carriage service within the meaning of the Telco Act, we or a Partner may be required:

(i) to intercept communications over the Service, and

(ii) monitor usage of the Service and communications over it.

89. Complaints – General (but see clause 90 if you are a TCP Customer)

(a) 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.

(b) We will handle your complaint in accordance with our complaints procedure. You can get information on our complaints procedure by contacting us.

(c) 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.

(d) We may bill you a reasonable complaint handling Charge.

90. TCP Customers and Complaints

If you are a TCP Customer:

(a) We will handle complaints in accordance with the Complaint Handling Procedure on our website, and the TCP Code.

(b) Our Complaint Handling Procedure will be free of charge other than for:

(i) call costs at local rates or low cost when calling from our network;

(ii) a costs recovery levy of providing access to information we hold about you that we collected more than 2 years earlier;

(iii) a costs recovery levy of providing information that is not in the standard form generated by our customer records and billing systems or is equivalent to more than 50 A4 pages.

91. Termination & suspension by us (1): Early termination

Subject to clause 93, we may terminate a Contract, or suspend or restrict Service if, in relation to that or any other Contract or Service:

(a) you fail to pay us any money that is due;

(b) you threaten not to pay us money that you owe us, or will owe us in the future;

(c) you cause to be reversed any Direct Debit or credit card payment to us (except with our prior written agreement);

(d) you are in material breach of your Contract;

(e) you are subject to an Insolvency Event (except for as long as an Insolvency Protection Stay applies - see clause 100);

(f) we reasonably believe that you have vacated your Premises without notice to us;

(g) we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm;

(h) it becomes technically infeasible for us to continue Service;

(i) you use a Service in a way that places unreasonable demands on our Network;

(j) we are unable to obtain access to your Premises as required to provide, maintain or repair the Service;

(k) there is an emergency that warrants it;

(l) you have told us that you no longer require the Service;

(m) if we reasonably suspect fraud or attempted fraud involving the Service;

(n) we suspend, become entitled to suspend, the Service, and the suspension or entitlement continues for more than a month (except for as long as an Insolvency Protection Stay applies - see clause 100);

(o) you are, or become, a carrier or carriage service provider under the Telco Act (and we did not agree to provide you with Service despite that); or

(p) in any other circumstances stated elsewhere in our Customer Terms.

We may charge a reconnection Charge following action under this clause unless it resulted from our mistake.

92. Termination & suspension by us (2): Other events

Subject to clause 93:

(a) We may terminate a Contract or suspend performance of our obligations under the Contract if you die or are subject to an Insolvency event, if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under the Contract (except for as long as an Insolvency Protection Stay applies - see clause 100).

(b) We may suspend or restrict the supply Service if there are reasonable grounds for believing:

(i) a serious threat or risk exists to the security or integrity of the Network, or

(ii) the provision of the Service may cause death, personal injury or damage to property.

(c) We may suspend or restrict Service in cases of emergency, including for the provision of support to emergency and other essential services.

(d) We may terminate a Contract or suspend or limit or vary performance of our obligations under it to comply with:

(i) legislative or regulatory requirements, or

(ii) 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.

(e) 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.

93. TCP Customers – Disconnection, Suspension and Restriction

If you are a TCP Customer:

(a) we will not disconnect, suspend or restrict a Service for credit and/or debt management reasons, without first informing you unless:

(i) we assess that you or the account status presents an unacceptably high credit risk to us; or

(ii) we reasonably suspect fraud or attempted fraud; or

(iii) you have nominated to us an agreed point at which Service will be limited and that point has been reached; and

(b) except where clause 93(a) applies, we will give you at least 5 working days' notice prior to disconnecting, suspending or restricting your Service, including an indication of the earliest date disconnection, suspension or restriction could occur and the date of issue of correspondence if you are informed in writing; and

(c) we shall otherwise comply with the rules in the TCP Code about disconnection, suspension or restriction of the Service.

94. Early termination by you

(a) You are not entitled to simply choose to terminate a Contract during its fixed or minimum term, unless our Customer Terms or the law says otherwise.

(b) Our Plans are priced on the basis that you will complete your Contract.

(c) Where you are entitled to terminate your Contract early (eg because we have offered you that option following a variation to your Contract) we may bill you for:

(i) any outstanding amounts for installation costs or equipment that can be used in connection with services provided by other suppliers; and

(ii) usage or network access charges incurred up to the date on which the Contract ends.

(d) If we agree that you may terminate it early in any other circumstances, we may bill you:

(i) an Early Termination Fee;

(ii) any applicable amounts under clause 94(e);

(iii) a reasonable administration Charge;

(iv) usage or network access charges incurred up to the date on which the Contract ends; and

(v) any other Charge that is specified in the applicable Plan or the Price List.

(e) Some of our Plans discount, defer or waive normal equipment or installation costs (eg include a $0 up-front modem or zero set up fees) in exchange for a certain minimum or fixed term. If you want to terminate a Contract under such a Plan early (and if we agree that you may do so) we may also bill you an additional Charge for those items representing their reasonable value pro-rated against the portion of the minimum or fixed term that is to be truncated.

95. Termination by you

You may terminate your Contract:

(a) (except during a fixed or minimum term) – on at least 30 days' written notice, taking effect at the end of a Billing Period (eg if you give notice on 26 March, your Contract ends on 30 April next); or

(b) in any other circumstances where your Contract provides for it.

96. Post-termination

If your Contract ends:

(a) Our obligations to you under that Contract are at an end (except for any accrued entitlements you may have under the consumer rights and remedies referred to in clauses 43 and 44).

(b) We may bill you for any Services we have not yet invoiced and all other amounts we are entitled to under the Contract.

(c) All bills are payable immediately.

(d) You authorise us to recover any undisputed outstanding Charges and Early Termination Fees from any overpayment you have made, or Direct Debit them from your credit card or bank account if you normally pay by Direct Debit.

(e) You must return to us, promptly, any of our Equipment under your control. (If you fail to do so, we may bill you a reasonable Charge for it.)

(f) Any cause of action that either of us had against the other pre-dating the termination is not affected,

(g) The limitations of our liability, and our rights of indemnity, under our Customer Terms continue,

(h) No other Contract is affected unless we also terminate it. Otherwise, that Contract is at an end for all purposes.

97. Suspension of Service

We may suspend Service at any time, without liability and immediately and (except in the case of an emergency or your death) by reasonable notice to you, if:

(a) there are problems with the Network, or we or our Partners need to suspend the Services to conduct operational and maintenance work on the Network;

(b) you fail to pay any amount owing to us in respect of the Service under your Customer Contract (which is not the subject of a bona fide dispute) by the due date, and you fail to pay that amount within the period specified in any subsequent notice we send you;

(c) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach cannot be remedied;

(d) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach can be remedied, but you do not remedy that breach within 30 days of receipt of a notice from us requiring the breach to be remedied;

(e) you are the subject of an Insolvency Event (except for as long as an Insolvency Protection Stay applies - see clause 100);

(f) we reasonably suspect that you, an End User or any person in connection with the Service is fraudulent or where evidence suggests illegal conduct in relation to the Service;

(g) we reasonably believe that you may be a credit risk in relation to the Service (except for as long as an Insolvency Protection Stay applies - see clause 100);

(h) you are a natural person (ie not a company) and you die;

(i) there is an emergency;

(j) there is a threat or risk to the security of the Service or integrity of the Network;

(k) the Service may cause death, personal injury or damage to property;

(l) we are required to do so to comply with any law or direction of any Regulator;

(m) an Intervening Event occurs; or

(n) we are otherwise entitled to do so under your Contract.

98. Charges during a period of suspension

If we suspend Service:

(a) because of your fault or breach of your Contract – you remain liable for all Charges payable under your Contract during the period of suspension;

(b) otherwise – you are entitled to a pro rata reduction in Charges in respect of the period of suspension.

99. Errors in our documents

(a) Clerical or computation errors and misprints in any document that we provide to you in connection with your Contract, including any Plan terms, catalogues, price lists, delivery dockets, invoices, statements or credit notes, may be corrected by us reissuing the document or by otherwise giving you notice of the error or misprint with reference to the original document.

(b) You are not entitled to a reduction or variation in the price of the Services by reason of any such errors or misprints.

100. Insolvency Protection Stays

(a) If:

(i) you are a corporation; and

(ii) your Contract started on or after 1 July 2018

our enforcement of certain rights may be stayed by the operation of sections 415D, 434J or 451E of the Corportations Act (**Insolvency Protection Stay**).

(b) If and for as long as an Insolvency Protection Stay operates, we do not asset an entitlement to enforce any right that is subject to it.

(c) This clause 100 does not prevent us from disputing that an Insolvency Protection Stay applies, or making an application for an Insolvency Protection Stay to be lifted in whole or part or otherwise exercising our legal rights.

101. Carrier or Carriage Service Provider

(a) You promise that you are not a carrier or a Carriage Service Provider.

(b) If you do become a Carrier or a Carriage Service Provider, then we or our Partners may immediately cancel the Service and terminate your Contract by notice to you.

102. Provision of Services by our Partners

(a) If we terminate an arrangement with a Partner through which we supply the Service to you, you acknowledge that our Partner may arrange to supply you with the Service directly.

(b) If our rights and obligations under your Contract are assigned or novated to our Partner in order to supply the Service directly to you, you acknowledge that the rate plan and Charges applicable to the provision of the Service may be altered to the nearest applicable Partner rate plan.

103. Assignment

(a) We may assign or novate all or part of our rights and obligations under your Contract without your consent.

(b) You cannot assign or novate all or part of your rights and obligations under your Contract unless we agree in writing.

104. Notices

104.1 How we give notices

We may give notice to you in connection with, or as required by our Customer Terms:

(a) in person;

(b) by fax;

(c) by email;

(d) by post;

(e) by Instant Messaging; or

(f) in any other way allowed by law –

or by sending you (by one of the above means) notice of the address of a web page where the notice can be read.

104.2 Address or number for notices

We may direct a notice to:

(a) a number or address that we reasonably believe to be current;

(b) in any event, the most recent number or address that you have notified to us; and

(c) if you are a company, your registered office.

104.3 A notice is taken to have been received:

(a) if we deliver it to you in person – at the time of delivery;

(b) if we fax it during business hours in your locality – two hours later, subject to our fax machine receiving a successful transmission confirmation;

(c) if we fax it outside business hours in your locality – at 9am on the next Business Day in your locality, subject to our fax machine receiving a successful transmission confirmation;

(d) if we email it during business hours in your locality – two hours later, subject to a 'delivery failure' message not being received;

(e) if we email it outside business hours in your locality – at 9am on the next Business Day in your locality, subject to a 'delivery failure' message not being received;

(f) if we post it – at noon on the second Business Day after posting;

(g) if we send it by Instant Message – two hours later;

(h) if we send you notice of the address of a web page – two hours after that notice is taken to have been received; or

(i) if there is evidence that you received it at an earlier time – that earlier time.

105. Governing law

Your Contract is governed by and must be construed in accordance with the laws of the State or Territory where our postal address is (see clause 2). You and we submit to the exclusive jurisdiction of the courts of the State or Territory where our postal address is (see clause 2) and the Commonwealth of Australia.

ACL Consumers and ACL Small Businesses: 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.

106. Entire agreement

Your Contract is the entire agreement between you and us regarding its subject matter, and you acknowledge that:

(a) your Contract does not include any term, condition, warranty, representation or guarantee that is not expressly set out in it, other than a Consumer Guarantee to the extent it may not lawfully be excluded; and

(b) you have not relied on any representation that is not expressly set out in your Contract.

107. Delays

(a) Time is not of the essence in the performance of our obligations, including the provision of Service, under your Contract.

(b) We are not liable to you for any delay in the provision of any Service.

(c) You may not cancel or amend an order for a service on the grounds of any delay in providing it.

ACL Consumers and ACL Small Businesses: If your Contract does not fix a time within which a Service will be provided and the time is not to be determined in a way agreed between us, we shall supply it within a reasonable time and you may have rights and remedies under the ACL if we fail to do so.

108. No waiver

A failure, delay, relaxation or indulgence by us in exercising any power or right conferred under your Contract (such as a right that we have due to your breach of your Contract) does not operate as a waiver of the power or right.

109. Commission

We may pay a commission to any agent, employee, contractor or dealer in connection with the acquisition of the Services and your Customer Contract.

110. Information about your rights

Information and advice about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission, or the relevant Department of Fair Trading or Department of Consumer Affairs in your State or Territory.

111. Complaints and assistance services

Our contact details are available on our website.

You may contact us and make any complaint by contacting us or the following assistance services:

(a) Customer Service – see clause 2 for the number.

(b) National Relay Service – 133 677 or 1800 555 677

(c) Translating and Interpreting Service – 131 450

112. Commercial Electronic Messaging

(a) Subject to this clause, we may send you Commercial Electronic Messages regarding telecommunications goods and services, and ancillary goods and services, and you consent to us doing so.

(b) Your consent under clause 111(a):

(i) applies while your Contract is in force and for a year afterwards; and

(ii) is in addition to any other consent that you may give, or which may be inferred, for the purposes of section 16(2) of the Spam Act; but

(iii) terminates if you give us reasonable written notice that it is withdrawn.

(c) Any Commercial Electronic Message we send you does not have to comply with section 18(1) of the Spam Act.

(d) This clause 111 survives the termination of your Contract.

113. Interpreting your Contract

(a) If an expression is defined in the Dictionary in clause 113, that is what it means.

(b) If an expression is defined in the Dictionary, grammatical derivatives of that expression have a corresponding meaning. (For instance, if 'to colour' means 'to paint blue', then 'coloured' means 'painted blue'.)

(c) Expressions like 'includes', 'including', 'eg' and 'such as' are not words of limitation. Any examples that follow them are not to be taken as an exhaustive list.

(d) The rule of construction known as ejusdem generis shall not apply, and clauses containing examples shall be construed without regard to that rule.

(e) A provision of your Contract will not be construed against a party because that party proposed or drafted it.

(f) Headings are only for convenience. They are to be ignored when interpreting our Customer Terms.

(g) A schedule to a document is part of that document.

(h) A reference to the singular includes the plural and vice versa.

(i) There is no significance in the use of gender-specific language.

(j) A 'person' includes any entity which can sue and be sued.

(k) A 'person' includes any legal successor to or representative of that person.

(l) A reference to a law includes any amendment or replacement of that law.

(m) Anything that is unenforceable must be read down, to the point of severance if necessary.

(n) Anything we can do, we may do through an appropriately authorised representative.

(o) Any matter in our discretion is in our absolute and unfettered discretion.

(p) A reference to a document includes the document as modified from time to time and any document replacing it.

(q) If something is to be or may be done on a day that is not a Business Day then it must be done on or before the next Business Day.

(r) The word 'month' means calendar month and 'year' means 12 months.

(s) The words 'in writing' include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient.

(t) A reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time to time.

(u) Money amounts are stated in Australian currency unless otherwise specified.

(v) A reference to a 'notice' means a notice that can be read, unless stated otherwise.

114. Dictionary

Account Page means a web page or facility we may provide that permits you to view and / or manage details of your account.

Acceptable Use Policy means a policy so titled and issued under clause 9.

ACL means Australian Consumer Law, which is set out in Schedule 2 of the Competition and Consumer Act 2010.

ACL Consumer means an individual who enters a Standard Form Contract for goods and/or services wholly or predominantly for personal, domestic or household use or consumption.

ACL Small Business means a business that:

(a) enters a Standard Form Contract on or after 12 November 2016 that:

(i) has a duration of 12 months or less and an upfront consideration or $300,000 or less; or

(ii) has a duration of more than 12 months and an upfront consideration of $1,000,000 or less; and

(b) when it enters the Contract, employs fewer than 20 persons (excluding casual employees who are not employed on a regular and systematic basis).

Application Date – see clause 24(a).

Advocate means the same as in the TCP Code.

Authorised Representative means the same as in the TCP Code.

Automatic Direct Debit means a periodic payment that is automatically deducted by us from your nominated financial institution account.

Bill means an invoice from us stating Charges that you are liable to pay. Billing Period – see clause 69(a).

Bundled Equipment – see clause 16.

Business Day – Monday to Friday excluding statutory holidays. Carriage Service means the same as in the Telco Act.

Carriage Service Provider means the same as in the Telco Act. Carrier means the same as in the Telco Act.

Charge means a charge applicable under your Customer Contract.

Claim means any and all claims, alleged claims, actions, suits or proceedings by any person of any nature or kind, whether in contract, tort (including negligence) at common law, in equity, under statute or otherwise however arising (including by way of set off, cross-claim or counterclaim).

Commercial Electronic Message means the same as in the Spam Act. Consumer Contract means the same as in the ACL.

Consumer Guarantee means the same as in the ACL. Contract means the same as Customer Contract.

Contract Date – see clause 24(b).

Credit Management means the process by which we:

(a) help customers to manage their expenditure on Services;

(b) manage any credit risk to us; and

(c) collect outstanding debts from customers and former customers. Customer Contract – see clause 3.

Customer Terms – see clause 1. Delivery Date – see clause 34.

Dictionary means this table of defined terms.

Direct Debit means a payment that is deducted by us from your nominated financial institution account, including an Automatic Direct Debit.

Early Termination Fee – see clause 82. End User – see clause 26(b).

Equipment means a handset, modem, SIM card, router, cabling or other hardware. Exploitative Use – see clause 28(a).

Extract means deduct an amount by Direct Debit.

Facilities means equipment and network infrastructure of all kinds used to provide or in connection with the provision of a Service.

Fair Use Policy means a policy so titled and issued under clause 9. Fixed Wireless means the network technology known as fixed wireless. FTTB means Fibre To The Basement network architecture.

FTTB-ready means, in relation to premises, that the premises are connected to the nbn as far as the basement or another suitable distribution point within or adjacent to the premises.

FTTC means Fibre To The Curb network architecture. FTTN means Fibre To The Node network architecture. FTTP means Fibre To The Premises network Architecture. General Terms means the terms in Part C.

GST means Goods and Services Tax.

GST Act means A New Tax System (Goods and Services Tax) Act 1999.

IDC means a code that identifies this version of our Customer Terms ie CMSFOA201769-MCT.

Inbound Number means a 1300, 13 or 1800 number or any other number that functions as a virtual telephone number that can be routed to flexible answer points.

Insolvency Event includes an event where a receiver or receiver and manager is appointed over any of your property or assets, an administrator, liquidator or provisional liquidator is appointed to you, you enter into any

arrangement with your creditors, you become unable to pay your debts when they are due, you are wound up or become bankrupt, or any other analogous event or circumstance occurs under the laws of any jurisdiction.

Insolvency Protection Stay - see clause 100

Instant Messaging means SMS, iMessage and any similar instant messaging service by which you and we can exchange text or voice messages.

Internet Service a Service that provides access to the Internet.

Intervening Event means an event beyond our reasonable control which interferes with and prevents us from providing the Services to you. Such events include any act or omission of our Partners, any disruption to our or our Partners' networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations, and acts of God, lightning strikes, earthquakes, floods or other natural disaster.

Law means law, Act of Parliament, regulation, mandatory standard and industry code and including a requirement or direction of any Regulator.

Listed Carriage Service means the same as in the Telco Act (but covers most public voice and data communications services).

Loss means losses, harm, damages, liabilities, charges, expenses, compensation, fine, penalty, payment outgoings or costs and all related costs and expenses (including reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties) of any nature or kind, however it arises and whether it is present or future, fixed or unascertained actual or contingent, including but not limited to:

(a) economic loss;

(b) business interruption;

(c) loss of revenue, profits, actual or potential business opportunities or contracts;

(d) anticipated savings;

(e) loss of profits;

(f) loss of data;

(g) indirect or consequential loss;

(h) an obligation to indemnify another person;

(i) an obligation to contribute to the compensation of loss or damage suffered by another person.

MDF means the main distribution frame in the multi-occupancy building in which your premises are located.

Naked DSL means a DSL Internet Service that we expressly offer on terms that you need not acquire or maintain a Standard Telephone Service using the same copper pair as the one used to supply the DSL Internet Service.

nbn means either:

(a) NBN Co and any nbn Sub-Wholesaler and their related bodies corporate and their respective officers, employees, agents, subcontractors and consultants; or

(b) the national broadband network it directly or indirectly owns and/or operates and/or controls – as the context requires.

nbn Boundary means the point where an nbn Service is provided, ie:

(a) in relation to an nbn FTTP Service, an nbn HFC Service and an nbn Fixed Wireless Service – your side of the user network interface on the nbn Connection Box;

(b) in relation to an nbn FTTB service – your side of the user network interface on the MDF;

(c) in relation to an nbn FTTN Service – your first phone point on the line after the line enters your premises. NBN Co means NBN Co Ltd ACN 136 533 741.

nbn Connection Box means a network termination device supplied through nbn for use with an nbn Service including data and/or voice ports.

nbn Equipment means any equipment that is owned, operated or controlled by nbn.

nbn Fair Use Policy means the document entitled Fair Use Policy published at www.nbnco.com.au/content/dam/nbnco2/documents/sfaa-wba2-product-catalogue-fair-use-policy_20160407.pdf (or another address chosen by nbn from time to time) as re-named, updated or replaced from time to time.

nbn Fixed Wireless Network means the parts of the nbn where service is delivered by Fixed Wireless. nbn Fixed Wireless Service means an nbn Service using Fixed Wireless.

nbn FTTN Network means the parts of the nbn where service is delivered using FTTB. nbn FTTB Service means an nbn Service using FTTB.

nbn FTTC Service means an nbn Service using FTTC. nbn FTTC Network means an nbn Service using FTTC

nbn FTTN Network means the parts of the nbn where service is delivered using FTTC. nbn FTTN Service means an nbn Service using FTTN.

nbn FTTP Network means the parts of the nbn where service is delivered using FTTP. nbn FTTP Service means an nbn Service using FTTP.

nbn HFC Network means the hybrid fibre coaxial cable parts of the nbn.

nbn HFC Service means an nbn Service supplied using the nbn HFC Network.

nbn Information means relevant information provided to us by nbn about using the nbn, which we pass on to you from time to time.

nbn Operations Manual means the document titled NBN Co Operations Manual, published at www.nbnco.com.au/content/dam/nbnco2/documents/sfaa-wba2-operations-manual_20170320.pdf (or another address chosen by nbn from time to time) as re-named, updated or replaced from time to time.

nbn Policies means all instructions, requirements, policies and procedures as issued and updated from time to time by nbn, including the nbn Fair Use Policy, the nbn Equipment terms of use as issued and updated from time to time, the nbn Operations Manual and nbn Information, all of which are available at www.nbnco.com.au. nbn Satellite Service means an nbn Service using nbn's Sky Muster Satellites.

nbn Service means a Service provided on the nbn.

nbn Sub-Wholesaler means an entity that directly or indirectly acquires nbn Services from nbn on a wholesale basis and directly or indirectly resupplies them to us on a wholesale basis, for resupply to you.

nbn Sub-Wholesale Agreement means an agreement under which an nbn Sub-Wholesaler resupplies nbn Services to us, for resupply to you.

nbn Wholesale Broadband Agreement means the agreement under which nbn makes available to us wholesale nbn Services for resupply to you (and where we acquire nbn Services on a wholesale basis from an nbn Sub-Wholesaler, includes our nbn Sub-Wholesale Agreement with that Sub-Wholesaler).

Network – see clause 25.

Non-Standard Installation means an nbn installation other than one that nbn classifies as a Standard Installation.

Numbering Plan means the Telecommunications Numbering Plan. Off-peak – see clause 5.

Operational Directions – see clause 12.

Our Facilities means Facilities we own and/or operate.

Partner means a third party that, under a contract with us, provides (a) access to Facilities they own, control, manage or maintain or (b) content or (c) a service – that we resupply to you. In the case of nbn Services, it includes nbn and any nbn Sub-Wholesaler.

Partner Facilities means Facilities that are managed or maintained by a Partner. Partner Requirements – see clause 13.

PDH means personal, household or domestic. Peak – see clause 5.

Periodic Entitlements – see clause 6.

Personnel means, in relation to a party or third party, that party's officers, employees, agents, contractors, subcontractors and consultants.

Plan means a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Service.

PMSI means a purchase money security interest under the PPS Law.

Post-Paid Plan means a Plan where you can use all or part of the Service before you pay for it. PPS Law means the Personal Property Securities Act 2009.

Prepaid Plan means a Plan where you must pay in full for Service before you use it. Price List – see clause 61.

Privacy Act means the Privacy Act 1988.

Product means goods and / or services.

Recharge Balance means an amount we specify as the Recharge Balance from time to time. Recharge Billing means billing in accordance with clause 71.

Regulator includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission and any other relevant government or statutory body or authority and the Telecommunications Industry Ombudsman and Communications Compliance Limited.

Related Body Corporate means the same as in the Corporations Act 2001.

Security Period in respect of any Equipment means the applicable period, if any, under clause 32(c). Service means a service (and includes Equipment) which we provide to you, including but not limited to (a) a Standard

Telephone Service; or (b) a carriage service of a kind specified in the Telecommunications Regulations 2001 (which includes Internet Services); or (c) ancillary goods or service of a kind specified in the

Telecommunications Regulations 2001.

Service Address means, in relation to a Service that is, or is to be, provided for use at a fixed location, the address of that location.

Service Level Agreement means a written service quality assurance titled as such.

Service Schedule means terms and conditions that apply to particular Services, usually as set out in a document titled as such.

Service Start Date – see clause 24(c). Site – see clause 34.

SLA means a Service Level Agreement.

Spam means an unsolicited commercial electronic message within the meaning of the Spam Act. Spam Act means the Spam Act 2003.

Special Promotion means a special promotion we may offer from time to time, on terms we notify in connection with the offer.

Standard Form Contract means a Customer Contract that is a standard form contract within the meaning of section 23(1)(b) of the ACL.

Standard Installation means an installation that nbn classifies as a standard installation.

Standard Telephone Service means the same as in section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999.

Subsequent Installation means any subsequent nbn installation at a Service Address after a prior Standard Installation or Non-Standard Installation.

TCP Code means Industry Code C628:2015 Telecommunications Consumer Protections Code. TCP Customer means:

(a) a person who acquires a Telco Product from us for the primary purpose of personal or domestic use and not for resale; or

(b) a business or non-profit organisation which acquires or may acquire one or more Telco Products which are not for resale and, 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.

Telco Act means the same as Telecommunications Act. Telecommunications Act means the Telecommunications Act 1997.

Telco Goods means any goods we supply for use in connection with the supply of a Telco Service, whether or not the goods are supplied in conjunction with, or separately from, a Telco Service.

Telco Product means Telco Goods and/or a Telco Service. Telco Service means:

(a) a Listed Carriage Service or any service we supply in connection with that service; and

(b) a content service (other than a subscription broadcasting service or a television subscription narrowcasting service) we provide in connection with the supply of a Listed Carriage Service.

Term means from the Contract Date until your Contract ends.

Top Up means an amount Extracted by Direct Debit when a Top Up Trigger is reached, being the difference between the Top Up Trigger and the required Recharge Balance.

Top Up means Trigger an amount that we specify as the specified Top Up Trigger from time to time.

Unfair in relation to a term in a Consumer Contract or a Small Business Contract means the same as in section 24 of the ACL.

Use-by Date – see clause 7(b).

Walk Away Rights means the right to cancel your Contract (even during a minimum or fixed term) and pay only 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. We, us, etc – see clause 2.

Wholesale Standard Agreement means a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Wholesaler Supplier means, unless stated otherwise, Telstra and/or Optus and/or NBN Co.

Part D – nbn Service Schedule

114. Application

This Service Schedule applies in addition to the General Terms when we supply you with an nbn Service.

115. nbn Service conditions

(a) We can only supply you with an nbn Service if and for as long as your Service Address is serviced by the nbn.

(b) After you switch to an nbn Service, you may not be able to access or switch back to non-nbn Services at that Service Address.

116. Providing information to nbn

We may provide information about you to nbn:

(a) to facilitate the provision of an nbn Service to you;

(b) to enable nbn to carry out its role and responsibilities or exercise its rights;

(c) as specified in our privacy policy; or

(d) as otherwise required or permitted by law.

117. Connecting your premises to the nbn

117.1 nbn connection charge

(a) If your Service Address is serviced by the nbn but not already connected to it, you may have to pay an extra connection charge for connection to the nbn.

(b) We may invoice the connection charge in full in advance when you sign up for an nbn Service.

(c) If we invoice the connection charge by monthly installments, the unpaid balance of the connection charge can be included in an Early Termination Fee if the nbn Service terminates before the end of your minimum or fixed term.

117.2 Landlord's consent

If you do not own the premises at your Service Address:

(a) you must obtain the owner's approval for connection to the nbn and the location of any associated equipment at the Service Address; and

(b) whether or not you and the owner share the costs of connection is up to you and them; we will invoice you, and you must pay the invoice and recover any agreed contribution from the owner.

117.3 Consent – shared HFC sites

If anyone else owns, uses or is the account holder for fixed line services delivered via an

existing HFC service at or near your Service Address, you must obtain that person's approval for the installation of an nbn HFC Service on the nbn HFC Network, including their agreement that their existing service may be

unavailable during the installation.

117.4 Consent – other shared sites

If you are not the only account holder of fixed line services currently connected at your Service Address, you must obtain the approval of all other account holders at the Service Address for the installation of an nbn Service.

117.5 Withdrawn approval

If:

(a) a third party has given approval for the installation of an nbn Service at your Service Address; and

(b) that approval is withdrawn before the installation is completed – you must notify us immediately.

117.6 Installing nbn Equipment

(a) nbn is an independent entity, responsible for installing all nbn Equipment.

(b) Our role is to request installation on your behalf. nbn manages and controls the process and its timing after that.

117.7 Your cooperation

You must:

(a) provide nbn and us with reasonable assistance to allow nbn to complete installation; and

(b) if reasonably requested, be present personally or by an authorised adult representative during installation.

117.8 Access

You must give nbn or us access to:

(a) enable the supply of an nbn Service to you;

(b) perform any work on or in relation to the nbn, nbn Equipment, our Network, or, where lawful, a third party's network whether or not associated with the supply of an nbn Service; and

(c) enable nbn to exercise its rights under or comply with the nbn Wholesale Broadband Agreement.

117.9 nbn Connection Box

(a) nbn will determine its preferred position for an nbn Connection Box.

(b) If you request a different position:

(i) nbn will determine whether it can or will comply; and

(ii) if it does comply, it may deem your installation to be non-Standard, and additional costs may apply.

117.10 FTTB Installations

If you order an FTTB Service and your Service Address is not FTTB-ready:

(a) nbn will require access to the premises including its telecommunications infrastructure to make the premises FTTB-ready; and

(b) you must arrange that access with your building management.

117.11 Installation appointments

(a) nbn may offer you a choice of appointment times through us, but we do not manage their schedule.

(b) We rely on nbn to tell us about rescheduling your appointment and will give you as much warning as we reasonably can.

(c) Subject to the Consumer Guarantees:

(i) we do not promise that nbn will keep its appointments; and

(ii) we exclude liability for any loss or inconvenience you may suffer if it does not.

117.12 Missed appointments

If you miss an nbn installation appointment, you may be charged a missed appointment fee.

117.13 Rescheduled appointments

(a) If you do not give us as much notice as possible (and at least one clear Business Day's notice) that you need to reschedule an nbn installation appointment, you may be charged a late cancellation fee.

(b) If nbn or its installer requests or agrees, they may reschedule an appointment directly with you.

117.14 Types of installation

At the time of installation, nbn will assess whether it is:

(a) a Standard Installation;

(b) a Non-Standard Installation; or

(c) a Subsequent Installation.

117.15 Non-Standard and Subsequent Installations

A Non-Standard Installation or a Subsequent Installation may incur additional costs; before starting a Non-Standard Installation or Subsequent Installation, nbn will:

(a) provide you with a quote for any additional costs; and

(b) only perform the installation if you agree to pay those costs (billed through us).

117.16 Works you arrange

(a) All cabling, equipment and works on your side of the nbn Boundary are your responsibility.

(b) Where you engage anyone to carry out works associated with an nbn Service, you must ensure that they are registered cablers, hold all relevant industry certifications and otherwise comply with all Laws.

118. nbn Mains Power Requirements

(a) Normal operation of nbn Services requires the availability of mains power, which you must provide and maintain at your own cost.

(b) For an nbn FTTP Service or an nbn Fixed Wireless Service, you must provide an unobstructed double power point located within 3 metres of the nbn Connection Box.

119. nbn Back-up Power

(a) For an nbn FTTP Service or an nbn Fixed Wireless Service, you may ask nbn to supply and install a back-up battery and power supply unit with the nbn Connection Box for an extra charge.

(b) The back-up battery:

(i) for a limited time – will allow you to make voice calls using the UNI-V (voice) port of the nbn Connection Box using a suitable handset connected to that port;

(ii) will not supply power to the UNI-D (data) port of the Connection Box; and

(iii) will not supply power to devices that require their own power supply eg modems and cordless phones. Unless you make your own arrangements to supply these with a back-up power system, they will cease working during a power outage.

(c) nbn publishes instructions on checking the condition and status of a back-up battery. If you have one, you must check it regularly in accordance with nbn's instructions.

(d) An SLA (if any) for an nbn Service does not apply where the nbn Service is disrupted due to a power outage at the Service Address or to a flat or faulty back-up battery.

120. Effects of power failure

120.1 nbn FTTP Service or nbn Fixed Wireless Service

If your nbn FTTP Service or nbn Fixed Wireless Service suffers a mains power outage:

(a) You cannot use data services eg the internet, email or VOIP calling.

(b) If you have a back-up battery that is not flat or faulty, you can make voice calls for a limited time via a handset that is compatible with the UNI-V port of your Connection Box and can draw sufficient power from it.

(c) If you do not have a back-up battery, or it is flat or faulty, you cannot make or receive telephone calls (including to emergency numbers) using the nbn Service.

120.2 nbn FTTN Service, nbn FTTB Service, nbn HFC Service or nbn Satellite Service

If your nbn FTTN Service, nbn FTTB Service, nbn HFC Service or NBN Satellite Service suffers a mains power outage:

(a) You cannot use data services eg the internet, email or VOIP calling.

(b) You cannot make or receive telephone calls (including to emergency numbers) using the nbn Service.

121. Priority Assistance Services

(a) We do not offer priority assistance services. If anyone at your Service Address has a life threatening medical condition, please seek a provider that can offer you a priority assistance service.

(b) For your information, we advise that nbn will only support priority assistance services if you have a backup battery and power supply unit.

122. nbn Services using existing copper wiring

(a) Some nbn Services make use of the copper wiring that may already be connected to or within your Service Address (eg nbn FTTN Services or nbn FTTB Services). These services require you to install a compatible VDSL2 modem inside your premises.

(b) As part of the set up of these Services, nbn will disconnect that wiring from the existing telephone network and connect it to the nbn. During that process:

(i) nbn will notify your existing telecommunications service provider when disconnection has occurred.

(ii) You will no longer be able to use any phone, fax, internet service etc that was supplied over that wiring.

(iii) There will be a period when your previous service/s are disconnected but nbn Services are not yet available.

(iv) If possible, you should have access to a mobile phone to make calls with during that period.

123. nbn Services using HFC technology

(a) Some nbn Services make use of the Hybrid Fibre Coaxial (HFC) service that may already be connected to your Service Address.

(b) As part of the set up of these Services, nbn will install and activate its own equipment. During that process:

(i) nbn will install an HFC radio frequency (RF) splitter so your existing services will work after the installation.

(ii) There will be a period when your existing HFC service/s (eg internet or pay TV) are not available.

(c) If you do not require any of your existing services after the installation, you must arrange to cancel them.

124. Incompatible services

(a) Our nbn Services may not support specialised third party services like medical alarms, security alarms, elevator emergency phones, fire indicator panels or EFTPOS machines.

(b) If you use a specialised service, please contact the provider of that service to discuss your needs and, if possible, how to migrate the service to the nbn. We do not provide support for these specialised ser- vices.

125. Setting up your in-premises equipment

(a) As well as an active nbn Connection Box, you will need in-premises equipment (eg a modem) to use an nbn Service.

(b) Unless we expressly agree to supply and/or set up your modem or other in-premises equipment, you are responsible for doing so, using instructions we will supply.

(c) We do not have to agree to supply and/or set up your modem or other in-premises equipment but if we do, extra Charges will apply.

126. nbn Service speed

Predicting actual nbn Service speeds is difficult, as they depend on several factors such as your distance from an exchange (where applicable), the network connecting the exchange, your equipment and software and internet traffic. Devices that connect to your modem by wi-fi may operate at slower speeds than those connected by cable.

127. NBN Co liability

(a) This clause has effect to the fullest extent allowed by Law.

(b) You must not make, and you release NBN Co, its Related Bodies Corporate and/or their respective Personnel from, any Claim against any of them in connection with or arising out of the nbn Wholesale Broadband Agreement (Excluded Claim).

(c) You indemnify NBN Co, its Related Bodies Corporate and their respective Personnel against any Losses any of them may suffer or incur arising from or in connection with an Excluded Claim.

(d) If you make an Excluded Claim, you must indemnify us against any Losses we may suffer or incur by virtue of our obligation under the nbn Wholesale Broadband Agreement to indemnify NBN Co, its Related Bodies Corporate and/or their respective Personnel in respect of any Losses they may suffer or incur arising from or in connection with the Excluded Claim.

128. Our liability

If:

(a) you would, but for this clause, have a Claim against us; and

(b) we would, but for the nbn Wholesale Broadband Agreement, have a right to claim contribution or indemnity from nbn in relation to your Claim; and

(c) the nbn Wholesale Broadband Agreement precludes us from claiming such contribution or indemnity – then you must not make, and you release us from, the Claim to the extent of the contribution or indemnity for which nbn would have been liable but for the nbn Wholesale Broadband Agreement.

129. Other terms – applicable to all Customers

129.1 nbn compliance

You must ensure that the equipment, networks or systems you use with the nbn:

(a) are technically compatible with the nbn; and

(b) comply and are used in accordance with all Laws.

129.2 No pass through breaches

You must not not use or attempt to use any nbn Service in a way that causes, or would cause, us or nbn to breach the nbn Wholesale Broadband Agreement.

129.3 No unlawful use

You must not use an nbn Service unlawfully.

129.4 No damage

You must not (and must not allow anyone else to) damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of, nbn, an nbn Service, our Network, systems, facilities or equipment or those of another person, or the provision by us or another person of services to you or anyone else.

129.5 No relocation of nbn Connection Box

You must not relocate an nbn Connection Box to a Service Address other than that where it was originally installed. An nbn Service connected to a relocated Service Address may be terminated without notice.

129.6 Providing assistance and complying with directions

You must reasonably assist us:

(a) to supply or maintain your nbn Service; and

(b) to comply with our obligations to nbn.

129.7 Associated equipment

(a) If you become aware that any nbn Equipment used to supply your nbn Service is damaged or faulty, you must notify us.

(b) You must ensure your equipment used with your nbn Service is maintained in good repair and working condition.

129.8 Cooperation with directions

You must follow our reasonable directions, instructions, policies and procedures concerning:

(a) protecting the integrity of the nbn, our Network or any third party network or equipment;

(b) protecting the health or safety of any person.

129.9 Changes and repairs to nbn Equipment

Except for work carried out under a Consumer Guarantee, if you want nbn to change or repair nbn Equipment, nbn will:

(a) give you a quote for the work; and

(b) only perform work if you agree to pay for it.

Alternatively, nbn may give us a quote for the work, and we will only direct nbn to proceed with it if you agree to pay for it.

129.10 Erroneous fault reports

If:

(a) you make a fault report in relation to an nbn Service; and

(b) nbn determines there was no fault with the nbn; and

(c) nbn charges us in connection with the erroneous fault report – you must pay or reimburse the charge.

129.11 nbn Fair Use Policy

Note: The nbn Fair Use Policy applies to all nbn Services, including nbn Satellite Services. It includes specific usage limits for nbn Satellite Services. See clause 129.12 for more information.

You must comply with the nbn Fair Use Policy, including:

(a) not using the nbn in a way that causes or may cause interference, disruption, or congestion;

(b) not undertaking (or attempting to undertake) any of the following without permission:

(i) accessing material or data or logging in to a server or account unlawfully;

(ii) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network;

(iii) probing, scanning or testing the vulnerability of a system or network; or

(iv) breaching the security or authentication measures for a service or network;

(c) not using your nbn Service to support:

(i) any substantial carrier or service provider data aggregation applications, (such as backhaul for mobile base stations or multiplexed access systems and/or networks) that result in substantial and continuous network throughput; or

(ii) connections for the purpose of providing or enabling carrier or service provider interconnection;

(d) ensuring that the networks, systems, equipment and facilities you use in connection with the nbn are technically compatible with the nbn network and comply with and are used in accordance with:

(i) all reasonable procedures notified to you by us or nbn; and

(ii) all Laws; and

(e) not using or attempting to use your nbn Service, or allow it to be used in any way which:

(i) would cause us to breach our obligations to nbn;

(ii) would damage, threaten, interfere with, cause the deterioration or degradation of the operation or performance of the nbn, our Network, or any third party network, or the provision of services to you or anyone else on the nbn.

Severe or persistent breaches of the nbn Fair Use Policy may result in the suspension or termination of your nbn Service by nbn.

129.12 nbn Fair Use Policy – nbn Satellite Service usage limits

(a) You should refer to the nbn Fair Use Policy for full details of nbn's satellite usage limitations, but in outline:

(i) You may not exceed 75GB of peak period (7am to 1am in your time zone) usage over any 4 week rolling period.

(ii) You may not exceed 150GB of off-peak period (1am to 7am in your time zone) usage over any 4 week rolling period.

(b) If you exceed nbn's limits:

(i) nbn (not we) will restrict the speed of your nbn Service to 256kbps (uploads and downloads) until it determines that your usage complies with the nbn Fair Use Policy – this will occur whether or not you have used your full monthly data allowance; or

(ii) if your Plan includes an option to buy an extra data allowance for a period, you may do so and avoid a speed restriction – but extra Charges apply.

(c) If you are speed restricted by nbn and then use the remainder of your monthly data allowance, we may further restrict your speed for the balance of your monthly billing period, as specified in your Plan.

(d) To avoid exceeding nbn Satellite Service usage limits, you should monitor your usage carefully using the monitoring tool on our web site.

129.13 nbn Operations Manual

You must comply with the nbn Operations Manual as far as it is relevant to your use of an nbn Service or nbn Equipment.

129.14 Immediate disconnection, etc

We may immediately disconnect, terminate, deactivate, suspend or limit all or part of your an Service or any associated network, system, facility or equipment at any time without notice to you if you are in breach of clauses 117.8, 129.2, 129.3, 129.4, 129.6 or 130 (or if nbn informs us that you are in such breach, whether or not we independently verify that.)

129.15 Additional termination rights

In addition to our rights under the General Terms, we may terminate an nbn Service:

(a) immediately, without notice and without undertaking our own investigation of your conduct, if nbn informs us that your conduct is in breach of your Contract as it applies to an nbn Service; or

(b) on as much notice as is practicable in the circumstances, if nbn suspends, interrupts or terminates the supply of anything that is necessary for us to supply the nbn Service to you –

but you must still pay us for any Charges incurred before termination.

129.16 Liability

In addition to your liability under the General Terms, you are responsible for any loss or damage suffered by us or anyone else or any of our networks, systems, facilities, equipment or sites or those of anyone else to the extent that such loss or damage was:

(a) caused by you, your agents, suppliers, contractors or representatives; or

(b) your failure to obtain permission to install the nbn Service from the owner of the premises at your Service Address –

except to the extent that the loss or damage was caused by us or nbn.

130. Other terms – Applicable only to ACL Consumers and ACL Small Businesses

This clause applies if you are an ACL Consumer or an ACL Small Business.

130.1 Following reasonable directions

You must comply with our reasonable directions, requirements, instructions, policies and procedures in respect of:

(a) protecting the integrity of the nbn or any other network, systems, equipment or facilities used by us or anyone else in connection with the nbn;

(b) ensuring the quality of any product or service supplied by nbn to us or anyone else; or

(c) protecting the health or safety of any person.

130.2 nbn Information

You must comply with any reasonable directions, requirements, instructions, policies and procedures set out in nbn Information we may provide to you.

130.3 Termination, suspension, etc

If nbn's supply of anything that is necessary for us to supply nbn Services to you:

(a) terminates – we may terminate all or part of your nbn Service by giving you as much notice as is practicable, up to six months if possible, without any Early Termination Fee; or

(b) is restricted, suspended, limited or interrupted – we may restrict, suspend, limit or interrupt all or part of your nbn Service by giving you as much notice as is practicable –

but we may not be aware of any impending termination, restriction, suspension, limitation or interruption unless and until nbn notifies us about it.

131. Other terms – not applicable to ACL Consumers and ACL Small Businesses

This clause applies if you are not an ACL Consumer or an ACL Small Business.

131.1 Variation of your Contract

If nbn amends the nbn Wholesale Broadband Agreement, or it is replaced by a new nbn wholesale agreement, we can unilaterally vary your Contract in accordance with the Telco Act so as to comply with our obligations under the amended Wholesale Broadband Agreement or new nbn wholesale agreement.

131.2 Compliance with nbn Policies

You must use and deactivate nbn Services and nbn Equipment in compliance with nbn Policies.

131.3 Health and safety

You must not use an nbn Service or associated equipment in a way that harms or may harm the health or safety of any persons.

131.4 Immediate disconnection, etc

We may immediately disconnect, terminate, deactivate, suspend or limit all or part of your an Service or any associated network, system, facility or equipment at any time without notice to you if:

(a) you are in breach of clauses 131.2 or 131.3; or

(b) nbn ceases, suspends, or interrupts the supply to us of anything we require to supply the nbn Service to you.

132. Acknowledgments about nbn Services

You acknowledge and agree that:

(a) we are the sole provider of your nbn Service;

(b) nbn is not providing the nbn Service or any other products or services to you;

(c) there is no contract between you and nbn;

(d) you have no right, title or interest (legal, equitable or statutory) in any nbn Equipment or any part of the nbn; and

(e) subject to the Consumer Guarantees, to the maximum extent permitted by law nbn is not liable for any loss or damage arising from or in connection with nbn Services.

Part E – ADSL Internet Service Schedule

133. Partner Requirements – ADSL Services

Where we supply you with an ADSL Internet Service:

(a) Unless it is a Naked DSL Service:

(i) The Service can only be provided over a copper wire pair approved by Telstra Corporation where Telstra Corporation or a reseller of Telstra Corporation supplies an operational standard telephone service over that copper wire pair.

(ii) You warrant to us that you are the same end user to whom Telstra Corporation or a reseller or agent of Telstra Corporation supplies such a standard telephone service over that copper wire pair.

(iii) You acknowledge that the ADSL Internet Service will only be supplied for so long as you continue to acquire such a standard telephone service over that copper wire pair.

(iv) You acknowledge that the ADSL Internet Service may be terminated where you cease to acquire, or suspend or terminate, such a standard telephone service over that copper wire pair.

(v) You acknowledge that if an ADSL Internet Service has been terminated under clause 133(iv):

(A) our Wholesale Supplier may charge an early termination fee in respect of the ADSL Internet Service;

(B) we may recoup that early termination fee from you;

(C) if you want the ADSL Internet Service reconnected, our Wholesale Supplier may charge us a connection fee; and

(D) we may recoup that connection fee from you.

(b) You acknowledge that, in some instances such as where you are acquiring a monitoring service (meaning a service for the monitoring of your premises such as remote alarm services), additional equipment at your premises such as central splitters and network termination devices must be installed by you at your own cost before the ADSL Service can be provided. This additional equipment must be installed prior to ADSL Service activation.

(c) You acknowledge that the installation and operation of the ADSL Service may cause temporary disruption in the standard telephone services received by you or a monitoring service.

(d) You acknowledge that the installation and operation of a monitoring service may cause temporary disruption to the ADSL Service.

(e) You acknowledge that the installation and operation of the ADSL Service may mean that some incompatible products that might have been available from Telstra Corporation to you will not be supplied to the you using that copper wire pair – a complete list of incompatible products is available upon re- quest).

(f) You acknowledge and must ensure that any provider of a monitoring service used by you has been notified that:

(i) installation and operation of an ADSL Service may cause temporary disruption in the standard telephone services or a monitoring service received by you; and

(ii) installation of equipment at your premises such as central splitters and network termination devices may be required under clause 133(b).

(g) As far as the law allows, you release our Wholesale Supplier and its third party supplier(s) from all liability to the you, and you indemnify them against all costs, expenses, liability, loss or damage incurred or suffered by them in conjunction with any claims, actions or proceedings against them (including third party claims or claims by you or Telstra Corporation) arising out of the following (to the extent that the liability is caused by the provision or cancellation of the ADSL Service):

(i) disruption of your telephone service or monitoring service;

(ii) cancellation of the ADSL Service;

(iii) suspension of the provision of the ADSL Service or to a particular internet address(es);

(iv) cancellation of, or refusals to provide, any incompatible products; and

(v) possible breaches of the Telecommunications (Customer Service Guarantee) Standard in respect of you.

Part F – Mobile Telephone Service Schedule

134. Partner Requirements – Mobile Telephone Services

Where we supply you with a Mobile Telephone Service:

(a) If arrangements between our Wholesale Supplier and us are terminated, our Wholesale Supplier may

arrange to supply you directly. You acknowledge that the rate plan applicable to the provision of Mobile Telephone Services to you may be altered to the nearest applicable rate plan of our Wholesale Supplier in the event that our rights and obligations under your Contract are assigned or novated to our Wholesale Supplier so that our Wholesale Supplier provides the Mobile Telephone Services directly to you.

(b) You may not resell or resupply the Mobile Telephone Services provided by us.

(c) We shall have the right to assign or novate all or part of its rights and obligations under your Contract to our Wholesale Supplier without your consent. You cannot assign or novate all or part of your rights and obligations under your Contract other than in accordance with this clause 134(c).

For the purposes of novation, you agree to novate your Contract to our Wholesale Supplier on receipt of a notice from either us or our Wholesale Supplier, such novation to be on terms no less favourable than the terms of your Contract in existence immediately prior to the novation.

(d) You consent to allow us to disclose to our Wholesale Supplier (or its Related Bodies Corporate) your details including information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or carriage services supplied to you.

You consent to allow our Wholesale Supplier (or its Related Bodies Corporate) to use that information in order to facilitate the supply of carriage services to you by us or our Wholesale Supplier. Without the

express permission of us, our Wholesale Supplier (or its Related Bodies Corporate) may not directly contact you with offers and information via electronic messaging (such as SMS) for marketing purposes.

(e) Our Wholesale Supplier is not liable to you (in contract, tort (including negligence) or otherwise) in relation to any Mobile Telephone Service resupplied to you by us, any delay or any failure to provide Mobile Telephone Services.

(f) You promise that you are not a Carrier or Carriage Service Provider (as those terms are defined in the Telco Act).

(g) If you become a Carrier or Carriage Service Provider, then we or our Wholesale Supplier may immediately cancel the Mobile Telephone Service by notice to you. If we or our Wholesale Supplier does so, that party will negotiate in good faith with you to enter into an agreement governing supply of the Mobile Telephone Service, on terms to be agreed.

Part G – Partner Requirements – Wholesale Suppliers

135. We notify you of the following Partner Requirements:

(a) If our Wholesale Supplier has not been paid for a Service we have provided to you, and if you have not paid us for it, you must pay the amount you owe us to the wholesale supplier on demand.

(b) You consent to us and our Wholesale Supplier exchanging your details and information about or in connection with your personal credit, commercial activities or commercial creditworthiness.

(c) Our Wholesale Supplier may provide a Service that we resupply to you by means of a different carrier from time to time and as it sees fit.