

Standard Form of Agreement

1. CONTRACT

1.1 The Contract will consist of the following documents:

- a) Reseller Agreement (if any); and
- b) the Service Specific Terms and Conditions (if any); and
- c) these General Terms and Conditions; and
- d) Charges Schedule (if any); and
- e) Application Form; and
- f) Service Level Agreement (if any).

1.2 If there is any conflict or inconsistency between the documents constituting the Contract, unless otherwise provided, the documents will rank in order of precedence in accordance with the order in which they are listed in clause 1.1.

2. TERM

2.1 Subject to termination in accordance with clause 14:

(a) The Initial Term shall commence on the Commencement Date.

(b) Unless either party notifies the other party in writing no later than 30 days prior to the expiration of the Initial Term, this Contract continues on a monthly basis which either party may terminate on 30 days' notice ending on any day ("Extended Term"). [Any Special Offers do not apply to the Extended Term.]

2.2 For the avoidance of doubt, the Term of the Contract shall mean the Initial Term plus the Extended Term, if applicable.

3. CHARGES AND PAYMENT

Invoiced Charges

3.1 The Customer shall pay the fees by the Due Date as specified in the invoice throughout the Term.

Additional Charges

3.2 In addition to the fees and charges disclosed in the Application Form, the invoice or such other fee disclosure document provided by Interphone to the customer, additional charges may also be applicable including but not limited to the following:

- a) If Interphone is requested by the Customer to provide the Service at a different site to the Premises prior to the delivery of the Service, the Customer must pay Interphone's reasonable costs and fees arising from the change of site.
- b) If the information the Customer provided to Interphone to determine the infrastructure and installation required was incomplete or inaccurate;
- c) If an Excluded Event occurs Interphone may also charge the Customer the costs incurred to service, modify, repair or replace the Service or any equipment, as a result of an Excluded Event;
- d) If Interphone reasonably determines that a Fault arises the Service at a different site to the Premises prior to the delivery of the Service, the Customer must pay Interphone's reasonable costs and fees arising from the change of site determine the infrastructure and installation required was incomplete or inaccurate; the Customer the costs incurred to service, modify, repair or replace the Service or any equipment, as a result of an Excluded Event; out of or in connection with any Customer

Equipment or the Customer's facilities, networks and systems, then irrespective of whether there was an actual Fault or not, Interphone may require the Customer to pay Interphone's reasonable costs and expenses in investigating the Fault, dealing with or remedying that Fault and such cost and expense shall be a debt due and payable by the Customer on demand to Interphone ;

Or

- e) Any other costs and charges agreed between the Customer and Interphone from time to time.

Overdue Payments

3.3 Interphone reserves the right to charge interest on any overdue amount payable to Interphone by the Customer under the Contract. Interest will be charged from the Due Date until payment is received at a rate 2% above the Commonwealth Bank Corporate Overdraft Reference Rate or such other equivalent interest rate basis plus 2% should the Commonwealth Bank Corporate Overdraft Reference Rate be no longer published. The Customer will be liable to pay to Interphone all expenses (including reasonable legal costs and expenses and the fees of Interphone's debt recovery agents) incurred by Interphone in relation to recovering payments due under the Contract.

3.4 Interphone reserves the right to withdraw any discounts or Special Offers that the Customer receives from Interphone in connection with the supply of the Service where payment is not received by the Due Date other than where a billing dispute has been raised in accordance with clause 7.

4. INSTALLATION AND EQUIPMENT

Provision of Equipment

4.1 Interphone shall provide a Service Interface at a Service Delivery Point ("Interphone Equipment") at the Premises enabling the Customer to transmit and receive data by the connection of appropriate equipment to be supplied by the Customer ("Customer Equipment").

Interphone Equipment

4.2 Title in the Interphone Equipment is not transferred to the Customer and at all times is retained by Interphone. The Customer holds the Interphone Equipment as Bailee for Interphone.

4.3 Risk in the Interphone Equipment shall pass to the Customer on delivery of the Interphone Equipment to the Customer.

4.4 The Customer is responsible for any damage to, or destruction or theft of the Interphone Equipment, except to the extent it is caused by Interphone. The Customer must keep the Interphone Equipment in good repair and condition, excluding fair wear and tear and shall not sell, assign or permit any charge, lien, mortgage or encumbrance to be created in relation to it.

4.5 Unless otherwise agreed, the Customer must:

- a) allow Interphone to service, modify, maintain, repair or replace the Interphone Equipment; and
- b) do all things reasonably required by Interphone to make clear the identity of the owner of the Interphone Equipment.

Standard Form of Agreement

Customer Equipment

4.6 The Customer may purchase equipment from Interphone for use in connection with the Service. Such equipment shall form part of the Customer Equipment for the purposes of the Contract. Title to that equipment passes to the Customer when the Customer pays for it in full in cleared funds. Risk in that equipment passes to the Customer on delivery of the equipment to its nominated location. Interphone will use reasonable efforts to transfer to the Customer any manufacturer's warranty in any such equipment from the time title passes to the Customer.

4.7 The Customer acknowledges and accepts that Interphone is entitled under the Personal Properties Securities Act 2009 to register its interest in any Hardware that Interphone supplies to the Customer as a purchase money security interest and the Customer waives its rights to receive a copy of any such registration including the Notice of Verification Statement.

4.8 The Customer must ensure that all Customer Equipment and its use in connection with the Service, complies with all laws, directions by a Government Agency and any reasonable directions by Interphone, otherwise Interphone may disconnect that Customer Equipment from the Service on giving reasonable notice or immediately in an emergency.

Scheduled Installation

4.9 Interphone will advise the Customer of the Scheduled Delivery Date for the Service, having regard to the service delivery targets in the Service Specific Terms and Conditions as well as the Requested Delivery Date and shall use best endeavours to commence installation of the equipment on the Scheduled Delivery Date, however Interphone shall not be liable for any Liability incurred by the Customer due to a failure to install on or before the Scheduled Delivery Date.

Interphone Network

4.10 The Interphone Network is and shall remain the property of Interphone irrespective of the manner in which any hardware or part of it is attached or secured to any land or buildings.

5. MAINTENANCE AND REPLACEMENT

5.1 Interphone may in its discretion and for so long as it determines, replace any part of the Interphone Equipment or Service with similar equipment or Service as may for the time be available. Any replacement shall be subject to the Contract in the same way as if they comprised the original Interphone Equipment or Service offered.

5.2 Interphone may interrupt the Service or Interphone Equipment for the Planned Outage Period and will give advance notice to the Customer wherever possible.

6. PROVISIONS APPLICABLE TO THE SERVICE

Cooperation with Interphone

6.1 The Customer must cooperate with Interphone and comply with its reasonable requests to allow Interphone to install equipment and establish and supply the Service to the Customer safely and efficiently. This includes meeting Interphone's reasonable requests, at no further cost to Interphone, to:

- a) provide any necessary forecasts and information to Interphone, on which Interphone will rely in establishing and supplying the Service to the Customer;
- b) provide safe and prompt access to the Premises and the Customer's personnel, equipment, data and information for the purpose of inspection, repair, maintenance or adjustment of the Service and to inspect and audit all equipment and devices connected to the Service;
- c) provide all necessary space and utility services (such as electricity, earthing and air conditioning) as reasonably required by Interphone for the installation, provision and proper operation of the Interphone Equipment and Customer Equipment and for the provisions of the Service; If failure to provide necessary space and utility services during a reasonable timeframe prohibits Interphone from delivery of service on the scheduled commencement date, billing of monthly service fees will commence;
- d) provide all necessary assistance to obtain all licenses, permits and other approvals required for the provision of the Service; and
- e) provide all assistance and take all safety precautions as may be reasonably necessary or otherwise requested by Interphone to ensure safe and proper performance by Interphone of all work at the Premises.

Provision of Service

6.2 Subject to the Customer's compliance with the Contract, Interphone will use its best endeavours to provide the Service in accordance with the Contract.

Customer's Use of Service and Equipment

6.3 Unless otherwise agreed in writing, the Customer shall not resell, hire, let or make available the Service for use in any way, including allowing access thereto, to any other person other than a person at the Premises exclusively for purposes directly related to the Customer's business.

6.4 Subject to the terms of the Contract and unless otherwise agreed, the Customer must only use the Service for the communication of data between locations and sites for purposes directly related to its business.

6.5 The Customer must not use, or attempt to use, the Service:

- a) To breach any term of the Contract;
- b) For any improper or unlawful purpose or allow others
- c) In breach of any applicable Government Agency
- d) To expose Interphone to any Liability;
- e) In any way which damages, interferes with or
- f) In any way which may damage any property or injure
- g) To transmit, publish or communicate material which is Defamatory, offensive, abusive, indecent, menacing or unwanted.
- h) to acquire or re distribute copyright material which includes but is not limited to, torrent web sites, use of torrent clients or any other kind of file sharing web sites, or software that deliberately allow the unauthorised distribution of copyright material.

Customer to Comply with Interphone's Directions

6.6 The Customer acknowledges that:

Standard Form of Agreement

- a) where the Service is a carriage service, Interphone may be required to intercept communications over the service as directed by an authorised entity; and
- b) Interphone may monitor the Customer's usage of the

6.7 Interphone may ask the Customer to stop doing something which Interphone reasonably believes is contrary to clauses 6.4 or 6.5. The Customer must immediately comply with any such request. If the Customer does not, then Interphone may terminate or suspend the Contract or take any steps reasonably necessary to ensure compliance with clauses 6.4 and 6.5 or the request.

7. BILLING & BILLING DISPUTES

7.1 On and from the Commencement Date Interphone will provide the Customer with an invoice providing a breakdown of the fees and charges for the Service and any other charges payable pursuant to the Contract in each Invoice Period.

7.2 For the avoidance of doubt, Interphone's records and/or any other relevant records will be conclusive evidence of usage of the Service and the fees and charges payable by the Customer.

7.3 Unless otherwise agreed Interphone will bill the Customer:

- a) in advance prior to installation for the Establishment Fee, all other once off charges, variable charges; and
- b) in advance for the Invoice Period for the Monthly Service Fee and all other Recurring Charges and any other charges required by Interphone in advance before providing the Service.

7.4 Processing and verification procedures (including delays in receipt of billing information) may mean that not all fees and charges during the period covered by a bill can be included in that bill. Interphone may include those charges in any subsequent bills.

7.5 Interphone reserves the right to re-issue any bill if any error is subsequently discovered.

7.6 The Customer is liable for all charges whether or not the Customer authorised the particular use of the Service by another person and the Customer will continue to be liable for the charges if the Customer allows another person to occupy the Customer Premises or use the Service.

7.7 The Customer may dispute an invoice if the Customer reasonably believes that the Customer is not liable to pay the charges because of an inaccuracy, omission or error in the invoice. Any dispute relating to the payment or accuracy of any invoice must be resolved pursuant to the Billing Disputes Procedure specified in clause 9.

8. CREDITWORTHINESS

8.1 The Customer acknowledges that the provision of the Services, Interphone Equipment and any other obligation under the Contract by Interphone shall be subject to Interphone's privacy policy, the requirements of the Privacy Act 1988 (Cth); Telecommunications Act 1997 (Cth); Telecommunications (Interception and Access) Act 1979; Spam Act 2003 (Cth); and any other applicable laws, codes and regulations.

8.2 For the purposes of processing the application for Service, establishing the Customer's account and the ongoing credit management of the Customer's account Interphone may need to disclose to a credit reporting agency personal information relating to the Customer which is in

Interphone's possession, including but not limited to, information referred to in clause 8.3 and the Customer hereby consents to such disclosure or use.

8.3 Pursuant to clause 8.1 the following represents a list of Customer information relating to the Customer which may be disclosed to a credit reporting agency:

- a) Customer name and address, ACN, ABN, business names, partnership details;
- b) details of the Customer's application for Interphone Services and/or services supplied to the Customer;
- c) credit limits on the Customer's accounts;
- d) the amount of any payments which are overdue for at least 45 days;
- e) where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- f) court judgments or bankruptcy orders made against the Customer;
- g) that, in the opinion of Interphone, the Customer has committed a serious credit infringement;
- h) that Interphone has ceased to provide Services to the Customer in accordance with the terms of this Contract as a result of Customer default relating to payment/credit; and
- i) any additional and relevant information which Interphone may wish to use or believes should be disclosed may be disclosed or used.

8.4 The Customer agrees that Interphone may obtain from any person or body carrying on the business or undertaking involving the provision of information about the commercial creditworthiness of persons, any information concerning the Customer that concerns the Customer's commercial activities or commercial creditworthiness for the purposes of assessing the Customer's application for Services and the ongoing credit management (including collection of overdue amounts) of the Customer's account. Interphone may, at its sole discretion, refuse to supply its services to the Customer on the basis of Interphone's credit assessment of the Customer, after consultation with the Customer to confirm the accuracy of the assessment.

8.5 The Customer agrees that Interphone may disclose a credit report to any credit provider, debt collection agency or any Other Supplier for the purposes of:

- a) assessment of the Customer's creditworthiness;
- b) the collection of payments that are overdue.

8.6 In addition if it should be required, the Customer agrees, within 10 Business Days of Interphone's request to provide to Interphone any information (including the Customer's Financial Accounts) which is reasonably necessary to assess the creditworthiness of the Customer.

9. DISPUTES PROCEDURE

9.1 The parties shall co-operate to investigate promptly and resolve any dispute concerning the accuracy of any billing data, any amount payable and any other issue arising pursuant to the Contract.

9.2 In the event of a dispute as to fees and charges, the Customer shall notify Interphone of any dispute in writing no later than 21 days from the date of the relevant invoice, providing sufficient information to identify the invoice in question and the grounds of the dispute. Failure to make

Standard Form of Agreement

such a notification within the time frame shall be deemed to be a waiver of the Customer's rights to dispute the relevant invoice.

9.3 On receipt of a notice disputing fees under clause 9.2, the Representatives of both parties shall meet within five [5] Business Days and discuss and do all things reasonably required to expeditiously and amicably resolve the dispute.

9.4 In the event the parties are unable to resolve the dispute within [10] Business Days of the commencement of discussions under clause 9.3, each party shall internally escalate to an executive of the party. The executive shall within ten [10] Business Days attempt to resolve and settle the dispute. If the dispute remains unresolved, either party may, on giving written notice to the other party to such effect, commence legal proceedings in an appropriate court to resolve the matter.

9.5 During the existence of any dispute, the parties must continue to perform all of their obligations under the Contract, without prejudice to their position in respect of the dispute unless the parties agree otherwise and the Customer must continue to make payment of amounts of fees and charges or part thereof which are not the subject of a dispute.

9.6 Nothing in this clause prevents a party from seeking urgent interlocutory relief required in relation to the Contract.

10. COMPLIANCE WITH GOVERNMENT AGENCY REQUIREMENTS

10.1 In the event that Interphone is unable to provide the Service substantially in the form and of the type contemplated under the Contract due to any direction of a Government Agency, law, rule, regulation, statute or ordinance then Interphone shall provide notice to the Customer of that fact as expeditiously as possible and shall not be liable for any Liability incurred by the Customer as a result of Interphone's failure to provide the Service as contemplated pursuant to this clause 10. 10.2 Upon receipt by the Customer of a notice under clause 10.1, the Customer shall be at liberty to terminate the Service without penalty by notice to Interphone within 14 days of receipt of the Clause 10.1 Notice. If the Customer provides this notice to Interphone within the said 14 days then the Service shall be deemed to be terminated by the Customer.

10.3 In the event that the Customer does not provide a termination notice to Interphone under clause 10.2 then the Service shall revert to an Interphone Managed Service in accordance with the terms of this Contract, except as provided for in writing by Interphone .

11. NATURE OF THE CONTRACT

11.1 The Contract contains the entire agreement between Interphone and the Customer and supersedes all prior communications and negotiations between the parties.

11.2 Unless otherwise specified in the Contract, no amendment or variation of the Contract is valid or binding on a party unless made in writing and signed by the Customer and Interphone.

12. INDEMNITY

12.1 The Customer shall indemnify Interphone from and against any Liability which may be incurred or suffered by Interphone arising from any one or more of the following:

(a) the breach by the Customer of a material term or any of the Customer's obligations under the Contract;

(b) any negligent act or omission or wilful misconduct by the Customer arising from the use of the Service, Interphone Equipment, Customer Equipment or otherwise arising out of the Customer's obligations under the Contract;

(c) the use or provisioning of the Service or the Interphone Equipment or the Customer Equipment; and

(d) any claims or demands made upon Interphone by reason of any loss, injury or damage which may be suffered by any person from the provisioning or use of the Service or the Interphone Equipment.

13. LIABILITY AND WARRANTIES

13.1 Except as expressly provided in the Contract, any terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the subject matter of the Contract are excluded to the maximum extent allowed by the law.

13.2 Where Interphone is not permitted to exclude its liability for any loss or damage in connection with Interphone's breach of a Consumer Guarantee (as defined under the Australian Consumer Law), but are permitted to limit its liability for such a breach, then, unless the Customer is able to establish that it is not fair and reasonable for Interphone to do so, Interphone's liability to the Customer is limited to:

- a) in the case of goods:
 - replacement of the goods;
 - supply of equivalent goods;
 - repair of the goods;
 - payment of the cost of replacing the goods;
 - payment of the cost of acquiring equivalent goods;
 - payment of the cost of having the goods repaired;
- b) in the case of services:
 - resupply of the services; or
 - payment of the cost of the resupply of the services.

13.3 The limitations of liability in clause 13.2 do not apply to a breach of any Consumer Guarantee relating to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.

13.4 The Customer acknowledges it has not relied on any representation or warranty made by Interphone which has not been stated expressly in the Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or material published by Interphone.

13.5 Except as required by law or regulation or as set out in this Contract, Interphone expressly excludes all Liability for all warranties, conditions, non-fraudulent representations, express or implied concerning the Service, including but not limited to those relating to the availability, performance, quality or fitness for purpose of the Service.

13.6 Under no circumstances will Interphone be liable to the Customer for loss of profits, loss of contracts, loss of use of the Service or any Interruption or for any indirect economic or consequential loss whatsoever, whether arising from negligence, breach of contract, failure of the Service or otherwise.

13.7 The provisions of this clause 13 survive the termination of the Service.

14. TERMINATION AND SUSPENSION

Standard Form of Agreement

Termination by Interphone

14.1 Interphone may, without liability, terminate the Contract or provisioning of the Service at any time prior to the Commencement Date, if Interphone reasonably determines that it is not technically or operatively feasible or commercially viable to supply the Service to the Customer.

14.2 Interphone may, without liability, at its option either terminate or suspend the Contract by giving notice to the Customer if:

- a) the Customer breaches its obligations under the Contract and such breach is not capable of remedy or the Customer does not remedy that breach within 30 days after Interphone gives it notice requiring it to do so;
- b) if the Customer does not obtain the consent of the owner of the Premises to the supply of the Service.
- c) the Customer fails to make payment for the Services by the Due Date and such amounts remain unpaid for 10 Business Days after receiving notice from Interphone of such non-payment;
- d) Interphone reasonably suspects fraud or other misuse by the Customer or any person in connection with the Customer with the Service and the Customer has not responded to Interphone's notice to the Customer of any such event;
- e) The Customer suffers an Insolvency Event;
- f) Interphone or an Interphone group company is entitled to terminate or cancel any other service supplied to the Customer, or is entitled to (or does) terminate any other agreement with the Customer;
- g) Interphone is required to do so under any law or to comply with an order, instruction or request of a Government Agency, an emergency services organisation or any other competent authority; or
- h) a supplier terminates its agreement with Interphone, or ceases to supply services to Interphone, and Interphone is not able to provide the Service using an alternate supplier on terms reasonably acceptable to Interphone

14.3 If the Service is terminated before the end of the Term pursuant to clause 14.2 (other than clause 14.2(h)) the Customer must pay to Interphone an amount calculated by multiplying the Monthly Service Fee by the remaining months (or part thereof) of the Term and any outstanding charges including Establishment Fee or part thereof.

Termination by Customer

14.4 The Customer may after the Commencement Date, terminate the Contract, without liability if:

- a) it does so pursuant to clause 10.2;
- b) if the Service has been suspended for more than 14 consecutive days through no fault of the Customer other than in the case of a force majeure event.
- c) Interphone commits a serious breach of the Contract, and has not remedied that breach within 30 days of the becoming aware of the breach.

14.5 Except as provided in clause 14.4 the Customer may terminate the Contract:

14.5.1 Before the Commencement Date and the Customer must pay to Interphone all infrastructure and installation costs incurred by Interphone in connection with preparation for the provision of the Service; or

14.5.2 after the Commencement Date but before the end of the Term by giving 30 days written notice to Interphone and must pay Interphone an amount calculated by multiplying the Monthly Service Fee by the remaining months (or part thereof) of the Term and any outstanding charges including Establishment Fee or part thereof. Such right of termination is without prejudice to any other rights which the party not in breach may have.

Termination by Either Party

14.6 Either party ("Affected Party") may, without liability, terminate the Contract with immediate effect from the date of service of a notice (or with effect from a later date as the Affected Party may nominate in a notice) if any Force Majeure Event prevents the supply of the Service for more than 30 consecutive days.

Suspension by Interphone

14.7 In addition to Interphone's rights under clause 14.2, Interphone may, upon reasonable notice, without liability and with immediate effect suspend the Service for as long as Interphone, acting reasonably, considers necessary:

- a) if doing so is necessary to allow Interphone or a third party supplier to repair, maintain or service any part of the Interphone Network or Supplier Network used to supply the Service;
- b) problems are experienced interconnecting the Interphone Network with any Supplier Network;
- c) if Interphone believes it is necessary to do so to comply with any law, to protect any person, equipment or Interphone's network, or to enable authorised persons to attend to any emergency.

14.8 If the Service is suspended as a result of the Customer's breach of the Contract or otherwise in accordance with clauses

14.2 Or 14.7, then the Customer:

- a) will have to pay any recurring charges arising during suspension, such as the Monthly Service Fee; and
- b) a reactivation charge if reactivation or reinstatement of the Service is necessary after it has been suspended

Following Termination

14.9 Upon termination of the Service for any reason Interphone, its agents or employees shall have reasonable access to the Premises for the purpose of disconnecting, dismantling and removing the Service and Interphone Equipment, and the Customer shall render all reasonable assistance to Interphone to enable it to do so.

14.10 Interphone shall upon removal of the Service and Interphone Equipment make good to a reasonable standard, fair wear and tear excepted, any damage caused during the removal of the Service, but without any obligation to repaint or redecorate. This clause shall not apply if removal of the Service by Interphone occurs as a result of any breach of the terms of this Contract by the Customer.

Standard Form of Agreement

14.11 Termination of the Contract shall be without prejudice to the right of Interphone to receive any amounts which may have become due for payment prior to such termination but which have not been paid.

14.12 On termination of the Contract for any reason:

(a) each party must, on request by the other party, immediately return or destroy the other party's Confidential Information, except to the extent that it is required by law to retain the other party's Confidential Information;

(b) Interphone may immediately stop supplying to the Customer the Service;

(c) unless otherwise permitted by Interphone in writing the Customer must immediately stop using the Service and the Interphone Equipment;

(d) unless the Contract expressly states otherwise, each persons' accrued rights and obligations are not affected; and

(e) the clauses of the Contract which are by their nature intended to survive cancellation of the Service will do so, which for the purposes of these General Conditions, include clauses 4.2, 4.4, 4.10, 8.1, 12, 13, 14.11, 15, 17 and 22.

15. CUSTOMER'S ACKNOWLEDGEMENT

15.1 Federal legislation relating to the National Broadband Network imposes significant penalties on carriers that extend fixed networks to provide broadband services to residential and small business customers. The penalties exceed \$2 million and limit a carrier's ongoing ability to operate its business. A 'small business' is defined as a self-employed person carrying on a business (such as a sole trader) or a business that employs less than 15 people not including casual employees unless employed on a regular and systematic basis. Interphone is unable to provide Interphone Fibre Services to residential and small business customers who are situated outside the Interphone Fibre Services Network Footprint. Accordingly, the Customer:

(a) warrants that it is not a residential or small business customer

(b) agrees that Interphone may suspend or terminate the Interphone Fibre Service immediately, without notice and without liability to the Customer if it has reason to believe that the Customer is a residential or small business customer;

(c) agrees to inform Interphone immediately if its situation may or does change and it becomes or may become a residential or small business customer; and

(d) indemnifies Interphone for any loss, claim, or damage that Interphone suffers or incurs in connection with a breach by the Customer of the warranty in paragraph (a) regardless of any fault or negligence on the part of Interphone.

16. INTELLECTUAL PROPERTY

16.1 Interphone owns all material (including the Intellectual Property Rights) developed by it, or its personnel, or at its or their discretion.

16.2 Interphone may permit the Customer to use this material, or other material licensed by Interphone, as part of the Service. This permission is subject to any conditions which Interphone may impose from time to time and will cease when the Service is cancelled.

17. CONFIDENTIALITY

17.1 Interphone and the Customer each agree to keep confidential the other's Confidential Information and to not use the Confidential Information for any other purpose than that for which it was disclosed or which may cause the Provider loss.

17.2 The Provider retains all property rights in the Confidential Information

17.3 The Recipient may disclose Confidential Information (to the extent reasonably necessary) to its Representatives for the sole purpose of assisting the Recipient for purposes related to the supply of the Service (or for purposes which would be reasonably expected) including billing and account management, business planning and product development.

17.4 The obligations of confidentiality in this clause 17 do not apply to the extent disclosure is required by law or the rules of a stock exchange, a direction by Government Agency, or disclosure to professional advisors in connection with the supply of the Service.

17.5 The Recipient acknowledges that a breach of this clause 17 may cause the Provider irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, the Provider may seek injunctive relief against such a breach or threatened or suspected breach.

17.6 The Recipient's obligations with respect to the Confidential Information survive termination and bind the Recipient until the relevant Confidential Information has become part of the public domain other than in breach of an obligation of confidentiality

18. ASSIGNMENT

18.1 The Customer shall not sub-let, assign, dispose of or otherwise deal with its interest in or under the Contract without the prior written consent of Interphone and if any such consent shall be on terms acceptable to Interphone.

18.2 Interphone shall be entitled to novate, assign or sub-contract its interest in and obligations under the Contract or any part thereof to any third party upon written notice to the Customer. Interphone shall have no further obligations to the Customer in respect of any matter relating to such novation or assignment on and from the date of the notice provided to the Customer pursuant to this clause 18.2.

19. RELATED BODIES CORPORATE

19.1 Interphone may provide the Service through the use of any of Interphone's Related Bodies Corporate.

19.2 The Customer acknowledges and agrees that any debt owed under this Contract is a debt owed to Interphone and that Interphone may take any necessary action in relation to any such debt notwithstanding that the right or obligation giving rise to the debt was satisfied by Interphone's Related Bodies Corporate.

20. NOTICES

20.1 Notices for the purpose of the Contract shall be in writing. A notice given to a party at that party's address set out on the face or at such other address as may be substituted by written notice from such party to the other shall:

Standard Form of Agreement

- a) in the case of prepaid post, be presumed to be given 5 days after the date of posting;
- b) be presumed to be delivered at the time of delivery if delivered during normal business hours;
- c) be presumed to be given upon receipt by the sender of a satisfactory transmission confirmation report indicating due transmission without error
- d) in the case of facsimile transmission.
- e) be presumed to be given upon the sender's computer system indicating transmission in the case of an email transmission.

Interphone Fibre Services means any of the Services that are delivered solely on Interphone owned infrastructure (i.e. there is no third party carrier component).

Interphone Fibre Services Network Footprint is the physical area within 1 kilometre of Interphone owned infrastructure that existed on 1 July 2015.

Interphone Infrastructure - means the physical network infrastructure over which Interphone will provide the Service. This includes any Interphone Equipment and the Interphone Network.

Interphone Managed Service means a service for which Interphone has remote monitoring and diagnostic capabilities for all Interphone infrastructure used to provide the service including equipment installed on the customer's premises.

Interphone Network – means any telecommunications network, equipment, or facilities, or cabling controlled or utilised by Interphone.

Application Form – means the Interphone Service Application Form for the Service.

Business Day – means a business day in the city where the Service is provided.

Commencement Date – means, unless otherwise agreed, the day Interphone completes physical installation of the Service at the Premises so that it is able to provide the Service. Confidential Information – of a party means all information of a confidential nature relating to that party including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this Contract to supply service or comes to the knowledge or into the possession of the other party in connection with this Contract but does not include information:

- a) the party creates (whether jointly or alone) independently of the other party's Confidential Information;
- b) that is public knowledge (other than as a result of a breach of confidentiality by the party or any person to whom the party has disclosed the information); or
- c) obtained without restriction as to the further disclosure from a source other than the other party through no breach of confidentiality by that source.

Customer – means the customer described in the Application Form and any of its employees, sub-contractors, agents and representatives.

Customer Equipment - has the meaning set out in clause 4.1.

Day or day – means any day not limited to a Business Day

Due Date – 21 days from the date of the Invoice, unless specified otherwise by Interphone.

Establishment Fee - means the establishment fee repayable by the Customer and set out in the Application Form.

Excluded Event – means:

- a) a breach of the Contract by the Customer;
- b) a Force Majeure Event;
- c) a negligent or fraudulent act or omission of the Customer Customer's personnel; or
- d) a failure of any of the Customer's Equipment.

21. WAIVERS

21.1 No waiver or indulgence by any party to the Contract shall be binding upon the parties unless in writing.

22. GOVERNING LAW

22.1 This Contract shall be governed by the law of Western Australia and the parties agree to submit to the jurisdiction of the Courts of Western Australia.

23. GOODS & SERVICES TAX

23.1 In this clause the expressions "consideration", "GST", "input tax credit", "recipient", and "supplier", "supply" and "tax invoice" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

23.2 All prices or other sums payable or consideration to be provided and which are expressly stated in this Contract are exclusive of GST unless otherwise indicated.

23.3 If GST is payable by the supplier on any supply made under the Contract the recipient will pay to the supplier an amount equal to the GST payable on the supply. Subject to the supply of a tax invoice that amount will be paid at the same time the consideration for the supply is payable under the agreement and will be paid in addition to the consideration. The supplier shall provide the recipient with a tax invoice in respect of the supply.

23.4 Where the recipient is required to pay for or reimburse an expense or outgoing of the supplier, the amount to be paid by the recipient is the amount of the expense or outgoing less any input tax credit in respect of such expense or outgoing that the supplier is entitled to.

23.5 Any invoice or claim provided by the supplier under the Contract will be or be accompanied by a tax invoice or other approved document providing the recipient with the ability to claim an input tax credit.

24. COUNTERPARTS

24.1 This Contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

25. DEFINITIONS

Interphone - means Interphone Pty Ltd (ABN 163 794 483) as specified in the Application Form for a particular Service and its authorised subcontractors and agents.

Interphone Equipment - has the meaning set out in clause 4.1.

Standard Form of Agreement

Fault – means any circumstance physically related to the Service which renders the Service unusable or significantly impaired.

Force Majeure Event – means:

- a) any act of god or act of nature, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, inability or delay in the grant of governmental or other approvals, consents, permits, licences or authorities or any other like event; or
- b) any strike, lockout, work stoppage or other industrial dispute of any kind; or
- c) any act or omissions of a third party which affects the provisions of the Services, including a failure to provide goods and services or access to premises; or
- d) any other similar circumstances beyond the reasonable control of the affected party.

General Terms and Conditions – means the general terms and conditions contained in this document.

Government Agency – means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or other statutory entity including but not limited to the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman and any other governmental or statutory body or authority.

Initial Term – means the term specified in the Application Form.

Insolvency Event – means:

- a) bankruptcy proceedings are commenced against the Customer, or the Customer is declared bankrupt;
- b) any step that is taken to enter into any scheme or arrangement between the Customer and its creditors;
- c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Customer's assets or business;
- d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to the Customer or to the whole or any part of the Customer's assets or business;
- e) the Customer suspends payment of its debts generally; or
- f) the Customer is or becomes unable to pay its debts Intellectual Property Rights – means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright) and includes the right to have Confidential Information kept confidential.

Interruption – in the supply of goods or a service (including the Service) means a delay in supplying, a failure to supply or an error, defect in the supply of, those goods or that service and Interrupts has a corresponding meaning. **Invoice Period** – means the period for which advanced payment of the Monthly Service Fee is required as set out in the Application Form or such other period as notified by Interphone from time to time.

Liability – means any direct or consequential liabilities, claims, losses, costs, charges, damages, injury or expenses of any nature.

Monthly Service Fee – means the monthly service fee specified in the Application Form.

Planned Outage Period - means a period during which the Service may become unusable or impaired due to Interphone undertaking necessary work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- a) installation of infrastructure;
- b) maintenance requirements (including Scheduled Maintenance Window); and
- c) software or infrastructure upgrades.

Premises – means locations at which Interphone provides the Service, and locations to which Interphone needs to have access to supply the Service including Site A and Site B.

Provider – means a party that discloses its Confidential Information to another party.

Recipient – means a party that receives or obtains Confidential Information of another party.

Related Body Corporate has the meaning given to that expression in the Corporations Act 2001 (Cth).

Representative – means a director, officer employee or agent

Requested Delivery Date – means the Customer's preferred date for commencement of the Service as specified in the Application Form.

Scheduled Delivery Date – means the date, as advised to the customer by Interphone, on which Interphone has planned to make the Service available.

Scheduled Maintenance Window - means the period set out in the Contract or at such other times as Interphone may advise the Customer from time to time during which Interphone will endeavour to conduct all service disrupting planned maintenance work on its facilities, networks or systems.

Service – means the service with the options and features requested in the Application Form and as specified in the Contract, and any related goods (including equipment) and ancillary services which Interphone supplies to the Customer in connection with that Service.

Service Delivery Point – means the location at which Interphone will install the Interphone Equipment necessary to provide the

Service Interface as specified in the Application Form.

Handover Interface – means the physical interface at the Service Delivery Point by which the Customer connects to the Service.

Special Offers – Promotional offers that Interphone may make from time to time, including, but not limited to, free usage, discounts, or bonus months.

Supplier Network – means any telecommunications network, equipment, or facilities, or cabling controlled by a third party supplier.

Term – has the meaning given in clause 2.2.

Standard Form of Agreement

Interphone Internet Service Specific Terms and Conditions

In addition to the Interphone General Terms and Conditions, the following Interphone Internet Service (Service) Specific Terms and Conditions also apply.

1. GENERAL

1.1. The Service is available within the coverage area of Interphone's network and where there is sufficient spare infrastructure capacity. The Service may be provided to sites outside the existing coverage area and/or where infrastructure expansion is required if technically and commercially viable.

1.2. Interphone reserves the right to refuse to connect any cabling at the Premises to the Service unless:

- a) A registered cabling service provider installed the cabling at the Premises;
- b) The Customer's premise cabling meets minimum technical requirements as determined by ACMA; and
- c) The Customer has obtained all necessary consents from the owner of the Premises.

1.3. Any equipment connected to the Service must comply with all applicable ACMA and other standards.

1.4. The Service is presented at the Service Delivery Point (SDP). Service interfaces currently supported are:

Interface	Bandwidth	Specification
10BaseT	10Mbps	IEEE 802.3 (UTP RJ45)
100BaseT	100Mbps	IEEE 802.3 (UTP RJ45)
1000BaseSX	1Gbps	IEEE 802.3 (SMOF SC Connector)
	10Gbps	

1.5. The interface bandwidth must be equal to or greater than the bandwidth of the Service or Services provided via the interface.

1.6. The Customer agrees to terminate the Service with a Layer 3 device (switch, router or firewall). The device must be available at the time of commissioning the Service.

1.7. The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Interphone are within the Service before reporting the fault.

1.8. Interphone will use all reasonable endeavours to support the Service in accordance with the Service Level of clause 10.

1.9. Interphone may vary the Service if reasonably required for technical, operational and commercial reasons.

2. INTERNET SERVICES

2.1. The target packet loss for this Service will be determined by the Service Type specified in the Application Form. The target packet loss is

less than 0.1%, 0.3% and 0.5% for Enterprise, Corporate and Business plans.

2.2. Where the Service Type selected is Corporate or Business, the Customer acknowledges that the Service is not designed for high volumes of consistent profile (incoming or outgoing) or dedicated bandwidth such as running a hosted service or data centre.

2.3. Where a Customer's traffic profile on the Corporate represents a profile consistent with a data centre or hosted service Interphone will investigate such situations and may request the customer to confirm that no such activity is taking place.

3. METERED INTERNET SERVICES

3.1. Where the Service is a Metered Internet Service, the Customer acknowledges that they are not purchasing dedicated bandwidth and as such there is no throughput guarantee on internet traffic outside of our network.

4. ADDITIONAL FEATURES

4.1. Interphone may, at Interphone's absolute discretion and without obligation to do so, provide the following features:

- a) domain name server (DNS) and registration functions; or
- b) Internet Protocol (IP) addresses.

5. DISCLAIMERS AND LIABILITY

5.1. The Customer acknowledges and agrees that:

(a) The Customer is responsible for providing for any security or privacy the customer computer networks require and any data accessed through the service.

(b) Interphone may access and store certain content accessible through use of the internet (known as caching) for fast and easy access by customers. That content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the Service may not be the most up to date version;

(c) Interphone does not exercise any control over the content accessible through the internet;

(d) to the extent permitted by law, Interphone does not give any warranties, express or implied, in respect of the Service or have any other liability to the Customer or the Customer's End Users in respect of the Service;

(e) Interphone is not responsible for any damage that the Customer may suffer arising from using:

- I. the Service (including loss of data, delays, non-deliveries, or mis-deliveries);
- II. any content accessed through the Service (including inaccurate, incomplete or out of date information); or
- III. inaccurate, incomplete or out of date information.

6. USE AND INDEMNITY

6.1. The Customer will not use or allow others to use the Service:

Standard Form of Agreement

- a) to distribute material that is defamatory, abusive, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
- b) to install transmit or distribute any unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;
- c) to copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);
- d) to commit a crime or in the course of committing a crime or for an unlawful purpose;
- e) to engage in any activities in such a manner as to expose Interphone or an Other Supplier to liability;
- f) to do any act that may damage the network or systems or cause the quality of the Service to be impaired;
- g) to attack or breach the security of or deny service to computers not belonging to the Customer or engaging in any activity that is reasonably likely to result in damage to persons other than the Customer or computers other than those belonging to the Customer;
- h) for the distribution of viruses or other similar programs whether in or outside the Service or whether to any computer or equipment whatsoever;
- i) to breach the copyright in any software or other material made available to the Customer through the provisions of the Service whether with or without appropriate permission; or
- j) in a manner that does not comply with any instructions given by Interphone under clause 4 of the General Terms and Conditions

6.2. The Customer will indemnify Interphone against all costs, losses, damages, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by Interphone as a result of use of the Service in breach of clause 6.1.

7. DOMAIN NAME REGISTRATION SERVICES

7.1. Where Interphone agrees to provide Domain name and registration services, the Customer acknowledges and agrees that:

- a) Interphone will register the Customer Domain Name at a provider of mutual agreement.
- b) the Customer has read, understood and agrees to be bound by the Registration Agreement
- c) the Customer has read, understood and agrees to comply with the AuDA Policies and Registration Documents;
- d) the Customer will provide full, accurate and up to date information in relation to each registered domain name.

8. AVAILABILITY

8.1. The Customer acknowledges that, although Interphone endeavours to maintain the general accessibility of the Service, the continued target availability of the Service cannot be guaranteed and the Customer acknowledges that the Service may become temporarily unavailable for use due to technical failures, periodic maintenance, disrupted telecommunications services or other causes.

9. SOFTWARE AND EQUIPMENT

9.1. The Customer acknowledges that any Equipment supplied by Interphone is used by the Customer at the Customer's own risk. Interphone shall make every effort to provide advice in good faith to the Customer and the Customer acknowledges that should the Customer act on that advice the Customer does so at the Customer's own risk and Interphone is not liable for any losses suffered by the Customer relying upon that advice.

9.2. The Customer acknowledges that the Customer is solely responsible for the service and maintenance of the Customer Equipment and the Customer acknowledges that the internet contains viruses and other computer programs that may destroy or corrupt data on the Customer Equipment and that Interphone cannot protect the Customer against computer viruses or other security problems.

10. RESPONSIBLE USAGE

10.1. The Customer must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other users and the Interphone network.

10.2. Breach of clause 10.1 may be deemed grounds for termination under clause 13.2 of the General Terms and Conditions.

11. DEFINITIONS

11.1. Terms that are capitalised in these Service Specific Terms and Conditions have the same meaning as in the Interphone General Terms and Conditions for the Service

11.2. In this Service Description, unless the context otherwise requires:

11.3. AuDA Policies means the published policies in the '.au Policies' section of the 'auDA website at <http://www.auda.org.au/policy> and includes the Domain Name Policy, Australian Domain Policy and Dispute Resolution Policy. 11.4. Internet Access means connection to the global networks known as the "internet" using software protocols supported by the ISP to connect The Customer Equipment to the ISP's network. This includes access to email and the World Wide Web, but not necessarily other services.

11.5. ISP means the internet service provider referred to in the Application for Service.

11.6. Metered Internet Service means a service that is purchased with a defined monthly data allowance (GB). Data usage is calculated as the greater of the inbound or outbound usage.

11.7. Registration Agreement means the terms and conditions for the relevant registration, published at www.melbourneit.com.au/policies/.

11.8. Registration Documents means the Registration Documents published in the '.Registration Documents' section of <http://www.auda.org.au/policy>.

11.9. Service Delivery Point means the location at which Interphone will install Interphone Equipment necessary to provide the Service Interface as specified in the Application Form.

11.10. Service Levels means the service levels as set out in Interphone's standard Service Level Agreement. 11.11. Service Level Agreement means Interphone's standard service level agreement issued by Interphone from time to time.



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11.12. Service Type means the type of service as set out in the Application Form.

12. SERVICE LEVEL

12.1. Please refer to Interphone's standard Service Level Agreements for Service Levels specific to this service.