

PEOPLE TELECOMMUNICATIONS PTY LTD

STANDARD CUSTOMER AGREEMENT

OneStream

June 2010

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GENERAL TERMS

1. OUR AGREEMENT WITH YOU

1.1 By entering into this standard customer agreement (“SFOA”) with People Telecommunications Pty Ltd ACN 091 714 699 (“People Telecom”), you contract with us for the supply of Services, Equipment, Software and Maintenance as relevant to you.

You may request us to supply the Services, Equipment, Software and Maintenance to you in a manner accepted by us from time to time which may include completing and providing to us our relevant approved application form which may also be described as your Customer Contract (“Application”). If you complete a written Application we may accept and rely on, and you will be bound by, a facsimile copy or an electronic copy (from you by email) of your Application as if it were an original. As described in your Application, you can acquire Services, Equipment, Software and Maintenance by entering into a separate contract with us for the supply of Services – as described in the other Parts of this SFOA.

1.3 This SFOA is structured as follows:

- (a) clauses 1 to 19 comprise the General Terms. The General Terms apply to each Part of your agreement with us, as relevant to you;
- (b) the other Parts specify the terms and conditions that apply to the various Services, Equipment, Software and Maintenance available to you.

1.4 This SFOA is not legally binding on us until we accept your Application, except that we may undertake credit checking and use information supplied by you in accordance with clause 7 and 8, and we may process your Application and prepare to activate the Services, order required Purchase Equipment (if any), order required Data & Internet Services Related Equipment (if any), order required Voice Services Related Equipment, and deliver the required Rental Equipment (if any). If your Application is refused or cancelled, we may charge you an amount equal to our costs for this work. Your Application will be deemed to be accepted by us at the earlier of the date that your Services are activated, any Purchase Equipment is ordered, any Data & Internet Services Related Equipment is ordered, any Voice Services Related Equipment is ordered, or any required Rental Equipment is delivered to you.

1.5 Subject to Part 23 of the Act, we may vary any part of this SFOA, including the Service Level Agreements, People Telecom Rate Sheets and other charges, at any time.

2. PROVISION OF SERVICES AND EQUIPMENT

2.1 We will provide you with the Services nominated, or reasonably assumed to be nominated by you in your Application and other services we may agree in writing to provide to you from time to time, on the terms of this SFOA.

2.2 We will provide you with the Equipment (including the Rental Equipment and/or Purchase Equipment) nominated, or reasonably assumed to be nominated, by you (if any) in your Application and other Equipment that we may agree in writing to provide to you from time to time, on the terms of this SFOA.

2.3 Equipment, Maintenance and Software is only available to you if you nominate Voice Services, Data & Internet Services, Mobile Services, or any other Services in your Application as a Package.

2.4 The Package or the Services are only available to customers who are business customers and who will use the Service or the Package for business purposes only. The Services or the Package are not available to you if you use the Services or the Package for purposes other than business purposes. If you have indicated in your Application that you will use the Services or the Package for business purposes only, then:

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(a) you warrant that the Services or any and all components of the Package will be used for business purposes and the amounts payable under this SFOA are outgoings necessarily incurred by you in carrying on your business; and

(b) we are not liable to you for any statements made regarding your legal rights or taxation position and you warrant that you have satisfied yourself in relation to such matters.

2.5 From time to time, we may vary a term in the SFOA and the People Telecom Rate Sheet, provided that if you have nominated a Minimum Term Contract in your Application, we will

(a) issue you at least 21 days notice in writing prior to the date of the variation; and

(b) offer you in the notice the right to terminate within 42 days of the date of the notice without incurring fees or charges other than:

(i) usage or network access charges incurred up to the date of termination; and

(ii) any Equipment Charges and outstanding amounts that cover installation costs.

3. CHARGES & PAYMENT

3.1 You must pay the charges for the provision of the Services or the Package, at the relevant rates as notified to you from time to time, as well as any other charges incurred by you in accordance with this SFOA.

3.2 We will usually invoice you monthly for charges due under this SFOA. Our first invoice will be issued either in the month that we commence provisioning Services to you or, in our discretion, the following month. We may vary invoice frequency at our discretion. We may issue interim invoices. We may bill you more often if you exceed your spend limit (see clause 4.2).

3.3 We will usually invoice you in advance for periodic charges and in arrears for connection charges and usage charges, unless expressly stated to the contrary or we expressly agree in writing otherwise. We will endeavour to bill you within the next normal billing period for charges billed in arrears, but we reserve the right to bill you for those charges in later billing periods (for example, if charges made by a Supplier are not received by us until a later billing period). We will endeavour to not bill you more than three months in arrears.

3.4 All charges are due and payable by the due date shown on the invoice ("**Due Date**"). Payment must be made by the Due Date in full by cheque, credit card, direct debit or any other method permitted by us. We may round charges up to the nearest whole cent (0.4 cents is rounded up). If you require further information about how our charges are calculated, please contact us on 1300 736 707 to confirm any charges.

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

3.6 Supplier charges:

(a) Our charges to you may pass on any charges another Supplier charges to us (including increases and special or one-off charges).

(b) You will pay us any charge which any other Supplier or other person renders to us:

(i) if you approach that other Supplier or person directly, or otherwise than through us; or

(ii) for connection or initiation of any service or for cancellation of any service.

(c) If you use an override code to access services offered by another Supplier, you will be billed by that Supplier for charges you incur unless we have a separate arrangement in place for the Supplier to charge us directly, in which case we will pass on the charges to you in accordance with this clause 3.6.

3.7 If you do not pay to us any part of the charges by the due date on any invoice, we may impose a default charge of:

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- (a) \$15.00 ex GST per invoice; or
- (b) 3% above the Commonwealth Bank's corporate overdraft reference rate where the amount due and payable is equal to or greater than \$1500.00. The default charge will be calculated daily on each outstanding amount from the due date until the amount is paid in full.

- 3.8 If we incur costs in recovering overdue amounts from you, including (without limitation) mercantile agents' costs, disconnection of services costs, costs incurred in commencing legal action such as service fees and search fees, we may recover these amounts from you in addition to the overdue amounts.
- 3.9 Unless expressly stated otherwise, charges for the Services or the Package are exclusive of government taxes, duties (including stamp duty), imposts or levies, which will be your responsibility and will be itemised on your invoice. Unless expressly stated otherwise, all fees, charges and other amounts payable (and all quotes given) under or in accordance with the terms of this SFOA (including charges for Services or the Package, repair fees, late payment charges, Services Early Termination Charge, reconnection fees, installation costs) are exclusive of GST and you must pay to us in addition to the charges an amount equal to any GST payable on the supply of the Services or the Package or other charges. That additional amount is payable at the same time as any part of the charges for the Services or the Package or other charges is payable. We will issue a tax invoice to you for the supply of those Services or the Package or other charges at or before that time.
- 3.10 You must pay all charges without any set off, counter claim or deduction. We may set off any amount payable to you against any amount payable by you to us.
- 3.11 Your invoice will be calculated with reference to data recorded by us and our Suppliers. Our records are sufficient evidence of amounts payable by you unless shown to be incorrect.

4. SECURITY DEPOSIT & SPEND LIMITS

- 4.1 We may require you to lodge a security bond as a condition of our providing the Services or the Package to you if we have reasonable grounds for believing that you are a credit risk. You authorize us to deduct from that bond any undisputed amounts remaining owing to us 30 days after the date of an invoice which has been issued to you. If you have paid all of our invoices on time for 12 consecutive months, we may (at our discretion) elect to refund the bond or credit to your account.
- 4.2 We may from time to time set a dollar limit for the amount we will allow you to spend on the Services or the Package during a month ("**spend limit**"). The spend limit is only a guideline for our credit management action, which may be varied depending on the amount by which you have exceeded your spend limit, and may include the following:
 - (a) verbal advice to you of total cumulative charges;
 - (b) written correspondence (including transmitting the notice to your email address where you have provided consent in your Application) to you advising the value exceeding the spend limit; and
 - (c) an interim invoice, upon which payment must be received, in order to continue supply of the Services or the Package.
- 4.3 We may also monitor your Service for excessive or unusual usage or your level of liability for charges for such usage, but do not promise to do so. You acknowledge and agree that in addition to our rights under clause 11 we can suspend, cancel or Bar your Service upon reasonable verbal or written notice to you (including transmitting the notice to your email address where you have provided consent in your Application) if we have reasonable grounds for believing that you represent a credit risk in relation to the Service, including:
 - (a) where the Services are being used in an excessive or unusual way or an unusually high volume or spend for the relevant Service when compared with previous account activity for that Service. For example, there may be excessive or unusual use if you have a call that remains connected for an unusually long period of time or where an unusually large volume of calls to premium-rate or international services start being made from your Service.
 - (b) your failure to respond to notices from us about unusual high volume or spend;

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(c) your failure to pay a current bill in circumstances where your payment history indicates a series of late payments, dishonoured payments or failures to pay.

If we do suspend, Bar or cancel your Service, you still have to pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected. If you wish to Bar access to premium rate services from the Services we provide you, please contact us on **1300 736 707**.

4.4 We will not be responsible for any equipment tampering or service fraud. Should you have any questions in relation to steps which may be taken to reduce the potential risk of fraud in relation to a Service or telecommunications equipment, please contact us on **1300 736 707** and we will endeavour to provide such information or direct you to an appropriate source of information.

5. TRANSFER OF YOUR SERVICES TO US

5.1 Transferring to us:

(a) You authorise us to sign on your behalf and in your name forms of authority to your current Supplier to transfer your telecommunications services into our name.

(b) You agree to give written instructions to your current Supplier to transfer your telecommunications services from your name to ours if we so request.

(c) You will immediately pay to your current Supplier all amounts owing to it up to the time of transfer of your telecommunications services to our name.

5.2 If your previous Supplier credits us with any amount concerning services provided to you before the date of transfer, we will credit that amount to your account.

5.3 If your previous Supplier raises with us a proper charge relating to a service it provided to you before the commencement of Services we will advise you accordingly and you must pay your previous Supplier that amount.

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

6. TRANSFER OF YOUR SERVICES FROM US TO ANOTHER SUPPLIER

6.1 If you (or a Supplier acting with your authority) ask us to transfer any of the Services to another Supplier, then you remain liable to us for any amount payable in relation to the supply of the Services up to the date on which we transfer those services to another Supplier. You will immediately pay us that amount on receipt of our invoice.

6.2 The provision of Services ceases on the date on which we transfer your Services to another Supplier.

6.3 We will endeavour to invoice you for Services which you transfer to another Supplier and in relation to which you have incurred charges, within the next normal billing period. If after that we become aware of other proper charges (including fees payable to any other Supplier) for those Services up to the date of transfer, or we resolve any dispute so that any liability relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.

6.4 We will not accept liability for any amounts owing by you to a Supplier or other person. You indemnify us against any claim made by a Supplier or other person against us in relation to any such amounts.

7. PERSONAL INFORMATION AND BUSINESS INFORMATION

7.1 This clause 7 applies where you are a natural person or a business. If you are a natural person, we may collect Personal Information about you including but not limited to your electronic contact details such as email ("**your Personal Information**"). If you are a business customer we may collect information about your business including but not limited to your electronic contact details such as email ("**business information**").

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7.2 You acknowledge and agree that:

- (a) if you do not supply the information we request on our Application, we may not be able to provide the Services or the Package to you;
- (b) we will use your Personal Information or business information:
 - (i) to assess any Application by you for Services or the Package to be provided by us;
 - (ii) to collect payments that are overdue in respect of any Services or the Package provided by us;
 - (iii) to provide the Services or the Package to you (including the investigation or resolution of disputes relating to any Services or the Package provided to you); and
 - (iv) we may use your Personal Information or business information to send commercial electronic messages, as defined under the *Spam Act 2003* (Cth);

(c) we will also disclose or transfer your Personal Information or business information:

- (i) to other Suppliers for the purpose of enabling us to provide the Services or the Package to you (including the investigation and resolution of disputes or complaints concerning the provision of the Services);
- (ii) to other Suppliers about your account, including particulars of calls and call charges;
- (iii) to government agencies or individuals appointed by a government (including the Telecommunications Industry Ombudsman and ACMA) responsible for the investigation and resolution of disputes or complaints concerning your use of the Services or the Package for the purpose of enabling investigation and resolution of those disputes or complaints;
- (iv) if you elect to participate in an affinity or loyalty program with us, to other entities with whom we have established or will establish the affinity or loyalty program, to enable you to participate in the affinity or loyalty program;
- (v) to other entities who provide services to us related to the provision of the Services or the Package to you, including a mail house and resellers (or contractors engaged by resellers) to enable them to provide those services to us or administer payment arrangements in connection with those services;
- (vi) to anyone to whom this SFOA is sold, transferred or otherwise assigned in accordance with clause 16.2;
- (vii) to our Related Bodies Corporate, partners, agents, franchisee(s), or dealers; or
- (viii) where you have otherwise consented.

7.3 You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information or business information about you, including your name, address, service number and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to the operator of the Integrated Public Number Database ("IPND");
- (b) disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures to assist in the recovery of lost or stolen equipment;
- (d) uses or disclosures in accordance with orders made by a court or if required or authorised by law;

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(e) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or

(f) uses to assist in our internal investigations into suspected fraud or other unlawful activities.

7.4 Unless you ask us not to, you acknowledge that any calls you make to our customer call centres, the content of those calls, and any emails that you send us, may be monitored and/or recorded for quality assessment, administration and/or customer information purposes.

7.5 Unless you ask us not to, we will use your Personal Information or business information to:

(a) provide information to you about other goods or services which we or any of our Related Bodies Corporate or any of our partners, associates (such as telecommunication entities, providers of products or services which are related to the Services or the Package, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative), dealers, franchisee(s), and agents may offer to you;

(b) provide information to our Related Bodies Corporate, our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services or the Package, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom we have engaged in a joint initiative), dealers, franchisee(s), and agents so that they can provide information to you about goods and services they offer; and

(c) send commercial electronic messages as defined under the *Spam Act 2003* (Cth).

7.6 If you do not want us to use your Personal Information or business information in this way, you may ask us not to by ticking the appropriate box in your Application or by contacting our privacy officer on **1800 762 000**.

7.7 We will provide you with access to most Personal Information or business information that we have about you, but sometimes that will not be possible, in which case we will tell you why. If you want to find out what information we have about you contact our privacy officer on **1800 762 000**.

7.8 If you think that any Personal Information or business information we hold about you is not accurate, complete and up-to-date, you may request us to correct that information. We will take reasonable steps to correct such Personal Information or business information unless we disagree with you about whether the information is accurate, complete and up-to-date.

7.9 Clause 8 contains further information on how we may also use your Personal Information and business information to perform credit checks.

8. CONSENT TO CREDIT CHECK

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

8.2 If you are a natural person you:

(a) understand that the Privacy Act allows us to give a Credit Reporting Agency certain Personal Information about you. The information we disclose to a Credit Reporting Agency includes permitted information which will allow you to be identified, the fact that you have applied for credit and the amount, the fact that we are a current credit provider to you, repayments that are more than 60 days overdue and for which debt collection action has started, information that in our opinion you have committed a serious credit infringement (i.e. acted fraudulently or shown an intention not to comply with your credit obligations), and cheques drawn by you for \$100 or more which have been dishonoured more than once;

(b) agree:

- (i) [data] [internet] [phone] [mobile] to our obtaining from a Credit Reporting Agency a credit report containing information about your personal credit worthiness for the purpose of assessing your application and for the purpose of assisting in collecting overdue payments; and
- (ii) to our obtaining information about your commercial activities or commercial creditworthiness from any business which provides information about the commercial credit worthiness of persons, your accountant or any other supplier to you;
- (c) agree to our giving to and obtaining from any credit provider named in your Application or in a credit report on you issued by a Credit Reporting Agency, information about your credit arrangements for the purposes of:
 - (i) assessing your Application;
 - (ii) notifying a default by you;
 - (iii) allowing another credit provider to ascertain the status of your arrangements with us where you are in default with one or more other credit providers; and
 - (iv) generally assessing your credit worthiness.

8.3 You understand the information exchanged can include any information about your personal and/or commercial credit worthiness, credit standing, credit history or credit capacity which the Privacy Act allows credit providers to give to or receive from each other.

9. YOUR OBLIGATIONS

- 9.1 You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services or the Package, and their use.
- 9.2 You must use reasonable endeavours to ensure that you do not establish, maintain or permit a connection to another person's network, equipment or cabling that is prohibited by or does not meet the requirements of any technical or interconnection standards made by the ACMA under the Act unless such connection is made in accordance with a connection permit issued under the Act or connection rules made under the Act where the party establishing, maintaining or permitting the connection (as the case may be) is subject to such connection rules.
- 9.3 You must not resupply the Services, Equipment, Software, and/or Maintenance to anyone else without our prior written consent, which we may withhold in our absolute discretion.
- 9.4 You are liable to us for all charges in relation to the Services or the Package whether or not you authorised the use of that Service or any and all components of the Package by another person.
- 9.5 If you change your address, phone number or other billing contact details, you must notify us within 14 days.
- 9.6 You must not use the Services, Value Added Features, Software, any of the Equipment, Voice Services Related Equipment, Data & Internet Services Related Equipment or any and all components of the Package in such a manner that may:
 - (a) menace or harass any person or intentionally cause damage or injury to any person or property or incite hatred against any person;
 - (b) expose us or you to the risk of any legal or administrative action including prosecution under any law or which would bring either of us into disrepute;
 - (c) involve the publication of material that is illegal or defamatory or which may promote others to engage in such acts;
 - (d) damage our, or our Supplier's, network or systems or cause the quality of the Services to be impaired;
 - (e) infringe any person's intellectual property, personal (as set out in Privacy Act), or other rights; or
 - (f) be unlawful.

You agree to comply with the Acceptable Use Policy set out on the People Telecom website at <http://www.peopletelecom.com.au>.

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

10. SERVICE NUMBERS, CLI & IPND

10.1 You acknowledge that:

- (a) The Government owns service numbers such as telephone numbers and mobile numbers ("**Service Numbers**");
- (b) The Numbering Plan sets out rules for issuing, transferring and changing Service Numbers. You and we must comply with the Numbering Plan. Information about your rights of use of your Service Number may be obtained by calling **1300 736 707**;
- (c) You do not own or have any legal interest or goodwill in any Service Number or PIN issued to you and:
 - (i) you are entitled to continue to use any Service Number we issue to you except in circumstances where the Number Plan allows us to recover the Service Number from you; and
 - (ii) you can transfer a Service Number or PIN to another person if you get our consent first.

10.2 Caller Line Identification ("**CLI**"):

- (a) If you do not Bar CLI in respect of calls made from your equipment then you agree that when a call is made or any text message sent from your equipment your Service Number may be sent automatically to the equipment of the called party.
- (b) You agree that if a party calling your equipment has not Barred CLI in respect of a call made from their equipment then the Service Number of the calling party may be displayed on the screen of your equipment at the time the call is made.

10.3 We, like other Suppliers, are required by law to provide your name, address, Service Number and other public number customer details to a database known as the IPND. This applies to all customers, including unlisted customers. However, unlisted service information is marked and controlled in the IPND so that it is only provided for an approved purpose to those approved data users such as directory information organisations or for the assistance of emergency service organisations or law enforcement agencies. You must contact us if you wish to have your IPND data altered in any way.

11. TERMINATION, SUSPENSION & CANCELLATION

11.1 We may terminate this SFOA or suspend, limit or cancel the provision of any Service or Package, without prior notice to you if:

- (a) you fail to pay any amount due under this SFOA by the due date, we give you notice (including transmitting the notice to your email address where you have provided consent in your Application) requiring payment of that amount (which we may not give in respect of an amount which is genuinely disputed until we have investigated the dispute) and you fail to pay that amount in full within seven days after we give you that notice;
- (b) subject to paragraph (a), you materially breach any provision of this SFOA;
- (c) you are declared bankrupt where People Telecom is of the reasonable belief that it would be unlikely to receive amounts due and payable by you;
- (d) a provisional liquidator, liquidator, receiver or any other administrator of your business or assets is appointed or you enter into any arrangement with your creditors or any class of creditors where People Telecom is of the reasonable belief that it would be unlikely to receive amounts due and payable by you;

- (e) we reasonably determine that such action is desirable or necessary for the purpose of network maintenance or restoration of any part of our or our Supplier's network;
- (f) we are unable to enter your premises to inspect or maintain any Equipment, Voice Services Related Equipment, Data & Internet Services Related Equipment connected with a Service or a Package provided to you;
- (g) you are in breach or a licence, permit or authorisation relating to the use of your telecommunications equipment, the Equipment, the Package, or the Services;
- (h) you do not provide security as required by us;
- (i) we reasonably suspect you of fraud or attempted fraud;
- (j) you vacate the premises to which we had been supplying Services or a Package to you;
- (k) you change your address, phone number or billing contact details without notifying us in accordance with clause 9.5;
- (l) we reasonably believe that your usage of the Services is unusually high (as referred to in clause 4.3);
- (m) we are unable to supply or continue to supply you with the Services or any and all components of the Package due to the cancellation, suspension or termination of any agreement with our Suppliers, for whatever reason and we provide you 30 days notice in writing;
- (n) we are unable to supply or continue to supply you with the Services or any and all components of the Package due to geographical coverage, capacity or technical capability limitations;
- (o) we reasonably determine that you have failed our credit check requirements or that you are no longer credit worthy; or
- (p) we are permitted or required to do so by law;
- (q) you are in breach of the Acceptable Use Policy.

- 11.2 If you are an individual, in the event of your death, we reserve the right to terminate this SFOA without prior written notice as soon as we become aware of your death. All outstanding charges under this SFOA must be paid by your estate.
- 11.3 You remain liable for all charges payable by you under this SFOA up to the time of termination, which amounts will become immediately due and owing.
- 11.4 We may refer any debt owing to us to an external collection agent or commence legal action to recover any unpaid debt to us.
- 11.5 In the event that your account is terminated and monies are owed to you by us, we will notify you of these amounts. In the event you do not claim those monies within three months of being notified we will retain the money and you agree that you will have no further claim in relation to those monies.
- 11.6 If we suspend, limit or cancel the Services for unpaid charges or any other reason, subsequent reconnection may incur a reconnection fee (*except if our action resulted from our or a supplier's mistake or manifest error*).
- 11.7 This clause and the following clauses will continue to apply despite termination or expiry of this SFOA or the suspension, limitation or cancellation of any Services or any and all components of the Package:
 - (a) General Terms: clause 3 (charges and payments), clause 7 (personal information and business information), clause 8 (consent to credit check), clause 11 (termination, suspension & cancellation), clause 12 (our limitation of liability), clause 13 (your indemnity), clause 14 (confidentiality), clause 16 (assignment), clause 18 (general), clause 19 (interpretation and definitions);
 - (e) Part E: clause 23 (data & internet service charges), clause 64 (shifts/moves/upgrades), clause 25 (indemnity), clause 31.8(e) (inspection or testing), clause 31.8(f) (removal), clause 31.12 (destruction), clause 31.13 (our action), clause 33 (termination), and clause 34 (definitions);

12. OUR LIMITATION OF LIABILITY

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

12.2 Limitation of liability:

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

(b) Subject to clause 12.2(c) our liability, and that of our Related Bodies Corporate, for any direct, indirect or consequential loss or damage arising out of or otherwise in connection with this SFOA, including for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to any one or more of the following:

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

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

(c) Clause 12.2(b) only applies where those goods or services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption and section 68A(2) of the Trade Practices Act 1974 (Cth) does not apply.

12.3 Exclusion of liability:

(a) To the maximum extent permitted by law, we, and our Related Bodies Corporate, have no liability to you or to any other person for:

(i) acts or defaults of any Supplier or other person;

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

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

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

13. YOUR INDEMNITY

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

(a) your breach of this SFOA;

- (b) any claim or demand against us (including for negligence) by any person other than you, which arises from or is connected with our supply of the Services, any and all components of the Package, or any other equipment ;
- (c) any claim or demand (including for negligence) which you or any other person make against any of our Suppliers which arises from or is connected with our supply of the Services, any and all components of the Package, or any other equipment ;
- (d) any damage which you or your employees, agents or contractors cause to our, or our Supplier's, network, equipment or other property, or to the property of our other customers in the case of colocation services;
- (e) the reproduction, broadcast, use, transmission, communication or making available of any material (including data and information of any sort) by you; or
- (f) any breach of a person's rights or defamation of a person (or allegation of such breach or defamation) involving the use of the Services, or any and all components of the Package, or any other equipment by you.

14. CONFIDENTIALITY

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

15. FORCE MAJEURE

- 15.1 We are not liable for:
 - (a) any delay in installing any Service, any and all components of the Package, or any other equipment;
 - (b) any delay in correcting any fault in any Service, any and all components of the Package, or any other equipment;
 - (c) failure or incorrect operation of any Service, any and all components of the Package, or any other equipment;
 - (d) Service outages; or
 - (e) any other delay or default in complying with the SFOA,

if it is caused directly or indirectly by any event beyond our reasonable control.

16. ASSIGNMENT

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

[data] [internet] [phone] [mobile]

16.2 We may upon 14 days notice, assign, transfer, sell or otherwise deal with our rights and obligations under this SFOA and/or Equipment and/or any component of the Package, and your consent is not required.

17. CARRIERS & CARRIAGE SERVICE PROVIDERS

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

18. GENERAL

18.1 If you are a business customer then you agree that if we need your consent to undertake certain actions, then provided we act in good faith, we may rely upon the authority of any of your employees, who warrants to be authorised to provide consent on your behalf.

18.2 You warrant that you have provided full and accurate Personal Information and business information to us in connection with this SFOA and your Application and you have full power and authority to enter this SFOA and Application.

18.3 Governing law:

(a) This SFOA and your Application are governed by the laws of New South Wales.

(b) Notwithstanding paragraph (a), with respect to any applicable cooling-off period legislation, the governing law will be the law of the state or territory in which the contract was formed.

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

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

18.6 The failure by either party to exercise any right or remedy under this SFOA in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

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

18.8 You may complain in writing or orally by calling our Customer Service number on **1300 736 707** or the contact number located on our website at www.peopletelecom.com.au. We will comply with our customer complaints policy located on our website at www.peopletelecom.com.au, when endeavouring to resolve your complaint. If we are not able to resolve your complaint to your satisfaction, you may refer your complaint to the Telecommunications Industry Ombudsman or the ACMA.

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

18.10 You authorise us to complete any blank spaces or incomplete information in your Application and including but not limited to the serial numbers and other identification details of the Equipment, any and all components of the Package and any other equipment being provided to you.

18.11 We may engage an agent, dealer, contractor or franchisee to conduct any aspect of service or equipment provision and maintenance under this SFOA. You acknowledge that we may enter into this SFOA as principal or as agent. Where we enter into this SFOA as an agent, all references to our rights are to be read as references to us and our principal. Our performance of this SFOA may, at our discretion, be carried out by a Related Body Corporate of People Telecom or any other party arranged by People Telecom or a Related Body Corporate (and your obligations under this SFOA will be owed to People Telecom or that Related Body Corporate or that other party, as relevant).

19. INTERPRETATION & DEFINITIONS

19.1 Definitions:

The following definitions apply unless the context requires otherwise:

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth).

age-restricted audio-visual service means a service that enables an end-user to access age-restricted content other than material supplied as part of a telephone sex service.

age-restricted service means:

- (a) an age-restricted audio-visual service; or
- (b) an age-restricted text service.

age-restricted text service means a service supplied solely or primarily by way of a text service about which it would be concluded that a majority of persons who use the text service are likely to do so with the sole or principal object of deriving sexual gratification from the service.

Application and Customer Contract has the meaning given to it in clause 1.2 of the General Terms.

Barring or Bar means restricting the supply of one or more (where possible) or all eligible Services on a Service so that the customer is unable to acquire the restricted eligible Services.

Business Hours means 9am to 5pm on a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned.

Colocation Services means the equipment hosting services described in the applicable Service Level Agreement.

Credit Limit means the monthly spend limit on eligible Services applied to a Customer's Service account.

Credit Reporting Agency has the meaning given in section 6 of the Privacy Act.

Data & Internet Services means our internet access, e-mail facilities, wide area networking services, web-page facilities, broadband, digital subscriber line, frame relay and any other related facility or services that we may provide from time to time, including any technical and other advice provided by us, to be provided to you under Part E and as specified in your Application.

Data & Internet Services Related Equipment means equipment that is not Equipment, Other Equipment or Voice Services Related Equipment, which is provided to you by us or our Supplier for use in connection with the provision of Data & Internet Services as specified in Part E.

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

Equipment means all or any of the Data & Internet Equipment, Mobile Equipment, Rental Equipment, Purchase Equipment, or other equipment specified in your Application but does not include Other Equipment.

Equipment Charge means the monthly charge for the Rental Equipment and/or Purchase Equipment as specified in your Application and as varied in accordance with this SFOA.

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

Intellectual Property Rights means any and all intellectual and industrial property rights throughout the world including but not limited to any copyright, trade mark, domain name, business name, design, patent, circuit layout, semi-conductor or other similar proprietary rights and licences and sub-licences of such rights (irrespective of whether or not such rights are registered, or formal or informal); trade secrets, technical or non-technical data, knowledge, information or documentation; secret or confidential operations or information; business systems, business methods or business plans (whether registered, registrable, formal, informal or otherwise); and any other intellectual property rights.

or otherwise); customer lists, supplier lists and other proprietary lists, names, addresses or information not generally known; techniques, diagrams, data, proofs, prints, particulars, inventions and prototypes. [data] [internet] [phone] [mobile]

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

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

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

Minimum Monthly Spend means the Minimum Monthly Spend as specified in your Application and as varied from time to time in accordance with this SFOA.

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

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

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

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

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

Part refers to any section of this SFOA so described.

People Telecom Rate Sheet means People Telecom standard rate sheets for the Services or any and all components of the Package as amended from time to time, copies of which are available by calling **1300 736 707**.

Peripheral equipment means the peripheral equipment in your Application marked with an asterisk (*), and which is part of the Rental Equipment or Purchase Equipment, but it is not serviced by us as part of Maintenance.

Personal Information means any information or document referred to in section 276(1) of the Act and any personal information within the meaning given in section 6 of the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth).

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

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

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

Services means the Data & Internet Services, Colocation Services, Mobile Services, Mobile Premium Services, Voice Services or other services specified in your Application that we supply to you under this SFOA.

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

Service Level Agreement means the Service Level Agreement as specified in your Application and available at www.peopletelecom.com.au.

Site means the site described in your Application.

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

standard customer agreement and SFOA mean each of the contracts described in Clause 1 of these General Terms.

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

Value Added Features means any of the Mobile Services value added features as specified in your Application. [data] [internet] [phone] [mobile]

we, us means the entity referred to in clause 1.1 of the General Terms.

you, your means the customer, as specified in your Application.

19.2 Interpretation:

- (a) Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.
- (b) The singular includes the plural and conversely.
- (c) A gender includes all genders.
- (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (e) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (f) A reference to a clause or schedule is a reference to a clause of or a schedule to, this SFOA.
- (g) A reference to an agreement or document (including a reference to this SFOA) is to the agreement or document as amended, varied, supplemented, novated, or replaced, except to the extent prohibited by this SFOA or that other agreement or document.
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(i) A reference to dollars and \$ is to Australian currency.

19.3 The meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.

PART E – DATA & INTERNET SERVICES

20. APPLICATION OF THIS PART

20.1 This Part E applies if you have requested in your Application that we supply you with Data & Internet Services and Colocation Services (if applicable) and sets out the terms and conditions on which we will supply you with Data & Internet Services and Colocation Services.

20.2 To the extent relevant, the General Terms apply to the Data & Internet Services and Colocation Services as though specified in full in this Part E and such terms or part of such terms will be relevant except to the extent they relate to Mobile Services, Voice Services, Mobile Equipment, Rental Equipment, Purchase Equipment, Voice Services Related Equipment, Mobile Services Related Equipment, Maintenance, Software, Rental Equipment Charges, Maintenance Charges, charges for Software or Purchase Equipment Charges.

21. PROVISION OF DATA & INTERNET SERVICES AND COLOCATION SERVICES

21.1 We will provide the Data & Internet Services to you, as specified in your Application, when your accounts are transferred from your current Supplier to us and upon (the later of) completion of installation of any necessary equipment and any other arrangements with another Supplier for the provision of the Data & Internet Services have been completed or when your account with us has been established.

21.2 We will provide the required Data & Internet Services and its coverage subject to availability, geographical and technical capability, lack of capacity and faults in other telecommunications networks to which the Data & Internet Service is connected. There may also be times when maintenance being performed on the Services limits availability. We are not obliged to provide you with Data & Internet Services where capacity, geography or technical capability, affect the application or installation of the Service to your premises. For certain Data & Internet Services, coverage may only be available in selected metropolitan and regional areas as set out in coverage maps available at www.peopletelecom.com.au or by calling **1300 736 707**.

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

- (a) that certain Data & Internet Service is not suitable for (and is not supplied for the purpose of) supporting any application which needs continuous fault free service; and
- (b) that you are responsible for making your own assessment of whether you need continuous fault free services and obtaining and implementing advice about alternative telecommunication services suitable for such purposes.

21.4 We are not obliged to provide Data & Internet Services to you if the physical infrastructure of your premises or site does not pass service qualification by our Supplier or if it is found to be unsuitable as a result of a feasibility study.

21.5 You agree that we do not supply a 'standard telephone service' (for the purposes of the Act) under this Part E with the internet access component and as such the Data & Internet Services are not subject to the Customer Service guarantee standard administered by the ACMA.

21.6 You acknowledge that, as notified to you from time to time, certain Data & Internet Services will be available to you for use for business purposes only.

21.7 We may agree to supply you Colocation Services on the terms of this Part E.

22. PERIOD OF AGREEMENT

22.1 You must take the Data & Internet Services and Colocation Services (if applicable) for the Minimum Term specified in your Application, subject to your rights in clause 24.

22.2 The Minimum Term commences when:

[data] [internet] [phone] [mobile]

(a) in the case of Data & Internet Services without Colocation Services, if you are arranging for self installation of the required equipment and:

(i) you supply the required equipment yourself, on the date we activate your Data & Internet Services; or

(ii) if we supply you with the required equipment, on the date of delivery of the required equipment; or

(b) if we are installing equipment for you and:

(i) the equipment is being installed at a single Site, the date that we install the equipment at the Site; or

(ii) the equipment is being installed at multiple Sites, the date we install the equipment at the second Site; and

(c) in the case of Data & Internet Services which we are providing in a colocation facility provided by us, on the commencement date specified in our written confirmation to you of the Data & Internet Services which are to be provided to you.

(d) in the case of Colocation Services, on the commencement date specified in our written confirmation to you of the Colocation Services which are to be provided to you.

22.3 Unless you notify us in writing at least one month prior to the expiration of the Minimum Term that you wish to cease receiving the Data & Internet Services at the expiration of the Minimum Term, the Minimum Term of this SFOA will be automatically extended from month to month ("**Holding Over Period**") at the same rate, including the same Minimum Monthly Spend, and on the same terms and conditions.

23. CHARGES

23.1 The charges applicable to the Data & Internet Services and Colocation Services are specified in the People Telecom Rate Sheets and the applicable Schedule attached to your Application.

23.2 The Minimum Monthly Spend is payable in advance. In addition, you will be charged in arrears for your usage of the Data & Internet Services in accordance with the charges specified in your Application and the People Telecom Rate Sheets and for miscellaneous charges (if relevant) as specified in the relevant Schedule attached to your Application. Your usage of the Data & Internet Services will be calculated based on the greater of the data uploaded or the data downloaded, unless your Application states otherwise. Information on our miscellaneous charges are available from us on request by calling **1300 736 707**.

23.3 The first and last month's Minimum Monthly Spend will be pro-rated based on the number of days of service supply in the relevant month.

23.4 We may increase or reduce any of the charges applicable to the Data & Internet Services at any time by giving you at least 30 days notice. Unless you notify us in writing that you wish to terminate this SFOA within 14 days of the date of a notice specifying any such increase in charges, then any such increase will apply on and from the date that is 30 days after the date of the relevant notice. If you elect to terminate this SFOA in accordance with this clause then clause 33.2 will apply.

24. SHIFTS/ MOVES/ UPGRADES/CANCELLATION

24.1 If you request your Data & Internet Services to be moved to a new address at any time, there may be a charge payable in accordance with the relevant Schedule attached to your Application. If Data & Internet Services cannot be provided at your new address, we may terminate this SFOA by notice to you.

[data] [internet] [phone] [mobile]

24.2 You may be able to change your Data & Internet Service if it is specified in the applicable Schedule attached to your Application. Changes to your plan involving a downgrade on the Data & Internet Service or value of the Minimum Monthly Spend, may require you to commit to a new Minimum Term on all or part of your Service, from the date of change, equivalent to your current Minimum Term and a fee may apply.

24.3 If you decide to cancel your Data & Internet Service, you must give us 30 days notice in writing and you may be required to pay us liquidated damages as set out in clause 33.3.

25. INDEMNITY

25.1 Without limiting the indemnity provisions in clause 13, you indemnify us from all liability (including third party) arising from the following:

- (a) disruption in PSTN services and your standard telephony Services;
- (b) cancellation of any Data & Internet Service or Colocation Service;
- (c) suspension of any Data & Internet Service, particularly IP addresses; and
- (d) cancellation of, or refusal to provide, all incompatible telephony services.

26. SERVICE LEVELS

26.1 Service Levels may apply to the Data & Internet Services and Colocation Services (if applicable) that you have specified in your Application. If Service Levels apply, then they will be referred to in your Application or available from us on request by calling **1300 736 707** and may be also available on the People Telecom web site at www.peopletelecom.com.au.

27. ACCEPTABLE USE POLICY

27.1 If you are receiving Internet Services, you agree to comply with our Acceptable Use Policy as set out on the People Telecom website at www.peopletelecom.com.au or by calling **1300 736 707**.

28. SOFTWARE

28.1 Except for Software provided as part of the Data & Internet Services Related Equipment, or Maintenance, we will not provide you with any Other Software in order to access and use the Data & Internet Services, Rental Equipment, or Purchase Equipment. You will be responsible for obtaining such Other Software necessary to access and use the Data & Internet Services, Rental Equipment, or Purchase Equipment, but you must first get our prior written permission.

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

29. PROVISION OF DATA & INTERNET SERVICES RELATED EQUIPMENT

29.1 In order to access the Data & Internet Services, we or our Suppliers may provide you with Data & Internet Services Related Equipment or you may use your own equipment, as nominated in your Application and approved by us.

29.2 If you purchase any Data & Internet Services Related Equipment from us or our Suppliers then risk in the Data & Internet Services Related Equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery.

30. INSTALLATION OF DATA & INTERNET SERVICES RELATED EQUIPMENT

- 30.1 We may either install your Data & Internet Services Related Equipment at the Site or you may install the Data & Internet Services Related Equipment yourself as specified in your Application.
- 30.2 You are responsible for all costs of delivery (as specified in the applicable Schedule attached to your Application) and installation and for preparing the Site for installation. Our cost of installation may vary from the quotation price once we have physically inspected the Site.
- 30.3 If requested by us, you will execute an acknowledgment of delivery in an acceptable form.
- 30.4 If we are installing your Data & Internet Service Related Equipment, you must provide us or our Suppliers with reasonable access to your premises during Business Hours unless otherwise stated in your Application. We reserve the right to charge you in accordance with the applicable Schedule attached to your Application, if we or our Supplier are unable to obtain access to your premises at the agreed appointment time.
- 30.5 You are responsible for all additional installation service charges where the work required on Site is greater than two hours unless otherwise stated in your Application. The installation charge is payable on commencement of the Service (pro rated where the network is delivered to you in stages).
- 30.6 You acknowledge that installation of the Data & Internet Services may cause temporary disruption to your standard telephony services.
- 30.7 Changes to the configuration of the equipment not requiring a Site visit that are requested more than 10 days after the order is recognised as received by us will be subject to a configuration charge as specified in the relevant Schedule attached to your Application. Configuration changes requiring a Site visit will be subject to a standard or regional installation fee, as specified in the relevant Schedule attached to your Application.
- 30.8 We will use reasonable endeavours to configure the equipment such that it works with your network based on the information supplied by you about your network. We will also endeavour to provide telephone support to assist you where possible. However, as there are many possible network configurations, we cannot guarantee the Data & Internet Services will work in conjunction with your network, modem, router and/or site conditions. Local network configuration remains your responsibility.
- 30.9 Telephone line configuration changes are only available for our supported modems and routers.
- 30.10 Changes made by you to the supplied configuration are at your risk and will not be supported by us.

31. YOUR OBLIGATIONS IN RELATION TO DATA & INTERNET SERVICE RELATED EQUIPMENT

- 31.1 If you are supplied with Data & Internet Services Related Equipment by us or by our Suppliers on our behalf, other than where you purchase such equipment, then the whole of this clause 31 applies to you. If you purchase Data & Internet Related Equipment from us, then only clauses 31.4, 31.7, 31.8(a), 31.8(b), 31.8(c), 31.8(f), 31.8(g), 31.12(a), 31.12(c), and 31.12(d) apply to you.
- 31.2 We will permit you to use the Data & Internet Services Related Equipment on the terms and conditions of this SFOA.
- 31.3 The Data & Internet Services Related Equipment is and remains our property (or the property of our Suppliers or of an entity related to us or our Suppliers) and you hold it for us or our Suppliers (as the case may be). We may change the Data & Internet Services Related Equipment at any time by giving you three days notice.
- 31.4 Risk in the Data & Internet Services Related Equipment passes to you on delivery to the address you nominate in your Application for the purposes of delivery.
- 31.5 You must not do anything to give rise to an adverse claim to our rights (or the rights of our Suppliers or of an entity related to us or our Suppliers) in or ownership of the Data & Internet Services Related Equipment.

[data] [internet] [phone] [mobile]

- 31.6 You have no right to buy the Data & Internet Services Related Equipment at the end of this SFOA or at any other time.
- 31.7 The Data & Internet Services Related Equipment may also be subject to design rights or other rights. You must not copy or reproduce any part of the manuals or of the Data & Internet Services Related Equipment without our written permission.
- 31.8 You must:
- (a) arrange for the Data & Internet Services Related Equipment to be properly serviced so that it is at all times in good working condition and remains subject to any applicable warranty;
 - (b) comply with the manufacturer's instructions relating to the Data & Internet Services Related Equipment and its use, including the supply of suitable power and environment;
 - (c) comply with all laws and regulations relating to the Data & Internet Services Related Equipment, the use or possession of it, or any premises on which it is situated;
 - (d) keep the Data & Internet Services Related Equipment at the Site address indicated in your Application, or at such other place as we approve in writing;
 - (e) produce the Data & Internet Services Related Equipment for inspection, testing, repair, modification, change, replacement and/ or removal by us, or a person approved by us, at our request, and for this purpose allow us access to any premises where the Data & Internet Services Related Equipment is kept. If you do not own the premises, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or a person approved by us, against a claim by the owner of the premises in relation to such entry on the premises. If you do not provide access as we reasonably request, which must be during Business Hours, we may limit, suspend or cancel the Data & Internet Services. We may also charge you, in accordance with the relevant Schedule attached to your Application, should we, or our Supplier not be able to obtain access to your premises at the agreed appointment time (regional services attract an additional charge which is also specified in the relevant Schedule attached to this Application);
 - (f) disconnect and remove the Data & Internet Services Related Equipment on the expiration or termination of this SFOA, or the termination of the relevant agreement between us and our Suppliers or on the expiration or termination of any agreement necessary for us to provide the Data & Internet Services or the Data & Internet Services Related Equipment, whether or not we are a party to that agreement;
 - (g) keep the Data & Internet Services Related Equipment under your control or the control of your employees;
 - (h) notify us immediately in writing if the Data & Internet Services Related Equipment is lost, stolen or damaged or any person asserts any rights to the Data & Internet Services Related Equipment; and
 - (i) notify us immediately of any power outage, loss or failure that may affect your Service with us.
- 31.9 You must not:
- (a) change the Data & Internet Services Related Equipment, make any addition to it or install anything with it without our written consent. You agree that the changed Data & Internet Services Related Equipment, including any other goods supplied with or attached to it, becomes our property and will comprise the Data & Internet Services Related Equipment for the purposes of this SFOA;

[data] [internet] [phone] [mobile]

- (b) use the Data & Internet Services Related Equipment for any purpose which is unlawful or might endanger the safety or condition of the Data & Internet Services Related Equipment or prejudice our interest in it;
- (c) alter or cover up any insignia, number or mark in or on the Data & Internet Services Related Equipment; or
- (d) alter the installation of the Data & Internet Services Related Equipment in a way that makes it a fixture.

31.10 You must:

- (a) insure the Data & Internet Services Related Equipment and keep it insured for its full insurable value under an all risks insurance policy;
- (b) take out and maintain an adequate level of public risk liability insurance in relation to the Data & Internet Services Related Equipment and its use;
- (c) take out each insurance policy with a reputable insurer in your and our joint names for our respective rights and interests;
- (d) punctually pay all premiums on each insurance policy and not prejudice any policy;
- (e) if we request, provide us with adequate evidence of the insurance policies; and
- (f) irrevocably authorise us to receive all money payable under the insurance policies, or payable by any person for damage to or loss of the Data & Internet Services Related Equipment or any injury, death, damage or loss caused by the Data & Internet Services Related Equipment or its use.

31.11 You appoint us your attorney:

- (a) to make, recover and/or compromise in your name any claim under such insurance or against any person; and
- (b) to appropriate any insurance money or other amount received at our option towards repair or replacement of the Data & Internet Services Related Equipment or towards any money payable by you to us or to any third party.

31.12 Destruction:

- (a) If the Data & Internet Services Related Equipment is lost, stolen or substantially destroyed you must notify us immediately and we may terminate this SFOA by notice to you.
- (b) We will credit you any insurance money or proceeds of salvage received by us if and when received up to the amount payable by you under clause 33.3.
- (c) Except as provided in 31.12(a), your obligations under this SFOA continue even if the Data & Internet Services Related Equipment breaks down, is defective or damaged.
- (d) If the Data & Internet Services Related Equipment breaks down, is defective or damaged, lost, stolen or substantially destroyed, you agree you have no right or claim to set-off or withhold rent or other money.

31.13 Our action:

[data] [internet] [phone] [mobile]

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

(b) We may do anything which we consider desirable to protect or enforce our rights, or the rights of our Suppliers, in the Data & Internet Services Related Equipment.

(c) You irrevocably authorise us or our Suppliers to act on your behalf in protecting or enforcing our rights in the Data & Internet Services Related Equipment, as we may reasonably require.

32. FAULT REPORTING AND MAINTENANCE

32.1 If we have a Service Level agreement with you then the Service Level nominated in your Application applies and details of such Service Levels are available on the People Telecom website at www.peopletelecom.com.au or available from us on request by calling **1300 736 707**. You should notify any faults regarding your Data & Internet Services to our help desk, the contact number for which is located on your invoice and on our website or by calling **1300 736 707**.

32.2 Before reporting a fault to us, you should ensure that the fault is not due to hardware, software or networks that are not being managed by us. We reserve the right to charge you our standard on-site visit fee if no fault is found.

32.3 We are:

(a) responsible for correcting faults in the Services and you must provide all necessary assistance to enable us to locate and repair any fault which is our responsibility;

(b) not responsible for any fault which is on your side of the network termination point; and

(c) not responsible for any fault which is within the network of a Supplier and we will notify that Supplier of the fault and request that the fault be corrected promptly.

32.4 If we request, you must provide us or our Suppliers with reasonable access to your premises during the hours of 9am - 5pm, Monday to Friday (excluding public holidays) or if Service Levels apply to your Data & Internet Service, at the times specified in the Service Level Agreement.

32.5 We reserve the right to charge you in accordance with the relevant Schedule attached to your Application, if we or our Supplier are unable to obtain access to your premises at the agreed appointment time. Regional services attract an additional charge which is also specified in the relevant Schedule attached to your Application. A charge may be due where line fault requires an on-site visit to rectify.

72.6 You are responsible for the supply and maintenance of any additional hardware required to make the Data & Internet Services operational as a result of incompatible services being used.

33. TERMINATION

33.1 We may terminate this SFOA or suspend, limit or cancel the provision of any Data & Internet Service:

(a) by giving you 30 days prior written notice if

(i) the Services Agreement has no Minimum Term; or

(ii) the Services Agreement has a Minimum Term which has already expired; or

(b) if you cease receiving a standard telephony service that we rely upon to provide your Service;

(c) under clause 11.1 of the General Terms;

[data] [internet] [phone] [mobile]

(d) if Data & Internet Service cannot be provided at your new address in accordance with clause 24;

(e) if any of our or our Supplier's Data & Internet Services Related Equipment is lost, stolen or substantially destroyed in accordance with clause 31.12; or

(f) if the physical infrastructure and site conditions for your service does not pass service qualification by our Supplier or if it is found to be unsuitable as a result of a feasibility study.

33.2 We may terminate this SFOA or suspend, limit or cancel the provision of any Colocation Service:

(a) by giving you 30 days prior written notice; or

(b) under clause 11.1 of the General Terms.

33.3 If we terminate this SFOA under clause 33.1(a) or 33.2(a), you must pay to us within seven days of our demand, an amount equal to the total of:

(a) all outstanding charges payable to us under this SFOA up to the date of termination and any duty payable; and

(b) either:

(i) any costs incurred by us in repossessing our or our Supplier's Data & Internet Services Related Equipment and making repairs that we think necessary; or

(ii) if we are not able to repossess such Data & Internet Services Related Equipment, an amount equivalent to:

(A) our then current installation fees for that equipment as specified in the People Telecom Rate Sheets;

(B) any costs incurred by us in attempting to repossess such Data & Internet Services Related Equipment; and

(C) any interest payable.

33.4 If we terminate this SFOA under clause 33.1(b), 33.1(c) (but excluding termination under any of clauses 11.1(e), 11.1(m) or 11.1(n)), 33.1(d), 33.1(e), 33.1(f) or 33.2(b) or you terminate this SFOA under clause 24.2 or 24.3, you must pay to us by way of liquidated damages within seven days of our demand, an amount equal to the total of:

(a) all outstanding charges payable to us under this SFOA up to the date of termination and any duty payable;

(b) either:

(i) the Minimum Monthly Spend that would have been payable during the period from the date of termination to the end of the Minimum Term where termination is within 12 months of commencement of the Minimum Term; or

(ii) 50% of the Minimum Monthly Spend that would have been payable during the period from the date of termination to the end of the Minimum Term where termination is after 12 months of commencement of the Minimum Term.

You agree that the Services Early Termination Charge is a genuine pre-estimate of the actual loss which would be experienced by us as a result of early cancellation of the Data & Internet Services and the Colocation Service;

[data] [internet] [phone] [mobile]

- (c) any duty payable on the amounts payable; and
- (d) either:
 - (i) any costs incurred by us in repossessing our or our Supplier's Data & Internet Services Related Equipment and making repairs that we think necessary; or
 - (ii) if we are not able to repossess such Data & Internet Services Related Equipment, an amount equivalent to:
 - (A) our then current installation fees for that equipment as specified in the People Telecom Rate Sheets;
 - (B) any costs incurred by us in attempting to repossess such Data & Internet Services Related Equipment; and
 - (C) any interest payable.

33.5 We may terminate this SFOA by written notice to you if you have not installed or enabled installation of the Data & Internet Services Related Equipment to take place within 30 days of the Proposed Installation Date in your Application. In that event you will pay us liquidated damages of an amount equivalent to 30% of the Minimum Monthly Spend for the remainder of the Minimum Term. You agree that this amount is a genuine pre-estimate of the actual loss which would be experienced by us as a result of early cancellation of this SFOA and covers our storage, handling, re-scheduling and other administration costs, as well as contractual costs to our Suppliers.

33.6 On the termination of this SFOA for any reason, you will, in the case of Data & Internet Services provided without Colocation Services, if we request and at our option, either immediately:

- (a) return all of our or our Supplier's Data & Internet Services Related Equipment (at your cost); or
- (b) make such equipment available for our, or our Supplier's, collection.

34. DEFINITIONS

34.1 In this Part, unless the context requires otherwise:

Acceptable Use Policy means the policy relating to your use of the Internet Services which can be accessed on the People Telecom website at www.peopletelecom.com.au.

Internet Services means that part of the Data & Internet Services which is accessible via the public internet. This includes internet access, email facilities, web-page facilities and any other related internet facility or services that we may provide from time to time. This specifically does not refer to wide area networking services that are not accessible via the public internet.

Minimum Monthly Spend means the total monthly recurring charge specified in the People Telecom Rate Sheets or your Application for the Data & Internet Service.

Service Levels means the service levels applicable to the Data & Internet Service you have chosen in your Application and details of such Service Levels are available on the People Telecom website at www.peopletelecom.com.au or available from us on request by calling **1300 736 707**.

34.2 In this Part, any references to 'standard' or 'regional' coverage, is to such coverage as determined by us from time to time.