

These Standard Terms and Conditions apply to services supplied to consumers by Infinite Networks Pty Ltd ACN 097 243 055.

1. THE AGREEMENT

- 1.1 An agreement is formed when you apply to acquire a service from us and we provide you with a Services Schedule. You warrant that you are over 18 years of age and legally entitled to enter into the agreement.
- 1.2 The Agreement consists of the following:
 - (a) the Services Schedule;
 - (b) the Service Description and Terms;
 - (c) these Standard Terms and Conditions.
- 1.3 In the event of any inconsistency, this Agreement is to be interpreted in accordance with the following order of priority:
 - (a) the Services Schedule;
 - (b) these Standard Terms and Conditions;
 - (c) the Service Description and Terms;
 - (d) any policies which are incorporated by reference in these Standard Terms and Conditions.
- 1.4 Insofar as these Standards Terms and Conditions govern the provision of ISP Services or VOIP Telephony Services, they are a standard form of agreement under the *Telecommunications Act 1997* (Cth). If we propose to vary the terms and conditions of the Standard Terms and Conditions and the variation could be reasonably expected to adversely affect you, we will provide you with reasonable notice.
- 1.5 Either party may request a Change of Scope under this Agreement by means of advising the other party in writing of the requested change. Where the Change of Scope is accepted by both parties in writing, this Agreement will be varied, and the Change of Scope will form part of this Agreement. We may, acting reasonably, refuse to accept any Change of Scope request from you without limitation.
- 1.6 Definitions and rules for interpretation of this Agreement are set out at the end of this document.

2. TERM

- 2.1 We will provide the Services to you from the Commencement Date stated in the Services Schedule unless otherwise agreed with you in writing.
- 2.2 For contracts other than fixed period contracts, the Agreement will continue until it is terminated by either party on 30 days' notice or otherwise in accordance with this Agreement. Notwithstanding anything else in this Agreement, any and all Services provided under this Agreement will be subject to the Minimum Contract Term.
- 2.3 For fixed period contracts, the relevant Service under this Agreement continues for the Service Duration specified in the Services Schedule after which time the Agreement will automatically renew until it is cancelled by either party. If nominated in the Services Schedule, the relevant Service will commence from the Service Start Date. If we wish to change the terms of the Agreement, including charges, or if we do not wish to continue to provide the Service to you at the end of the Term, we will inform you of this at least 30 days before the end of the fixed period contract.

2.4 Notwithstanding clauses 2.2 and 2.3 above, for Broadband contracts, no notice period applies in the event of termination of either party and no notice period applies in the event we make any changes to the terms of The Agreement. For the avoidance of doubt, Broadband plans include contracts for:

- (a) Infinite SmartLife;
- (b) nbn Personal;
- (c) nbn Business;
- (d) Vision Personal G.fast & VDSL2;
- (e) Vision Business G.fast & VDSL2,

and any other contracts for nbn services which are classified as TC-4.

3. APPLICATION FOR SERVICE

- 3.1 You warrant that information provided to us in the application is true and correct in all material respects and you acknowledge we will rely on it.
- 3.2 Your application for a Service may be refused by us.
- 3.3 By applying for a Service, you authorise us to communicate with credit referencing bodies or associations.

4. PROVISION OF SERVICES

- 4.1 We will provide you with the Service(s) as set out in the Services Schedule.
- 4.2 These Standard Terms and Conditions apply to all Services provided by us to you together with the Service Description and Terms.
- 4.3 You and your users must comply with all policies created and updated from time to time by us, including without limitation:
 - (a) the Acceptable Use and Fair Use and Fair Use Policy;
 - (b) the Privacy Policy;
 - (c) the Financial Hardship Policy;when using the Services.
- 4.4 We reserve the right to amend or update any policy created by us and undertake to post any such amended policy on our website.
- 4.5 If you and/or your users breach the Acceptable Use and Fair Use and Fair Use Policy we may, without notice, suspend or limit some or all of the Services and/or terminate the Services until such time as we reasonably consider you have taken the appropriate steps to remedy any such breach.

5. YOUR OBLIGATIONS

- 5.1 You are responsible for and must pay the Charges for the Service including any unauthorised use of the Service or any use of the Service by a person that you have expressly or impliedly allowed to use the Service.
- 5.2 In using the Service, you must comply with all laws, all directions by a Regulatory Authority, any reasonable directions by us and our Acceptable Use and Fair Use Policy and ensure any person who accesses your Service also complies with this Agreement.
- 5.3 You acknowledge that charges will be incurred when the Service is used or provided, and it is important that you take steps to ensure that usage of the Service does not occur

without your authorisation. You should ensure that you have appropriate protection systems and controls to restrict or limit the possibility of unauthorised usage or access.

- 5.4 You are not permitted to authorise a third party to use your Service unless such third party use complies with the requirements and conditions set out in our Acceptable Use and Fair Use Policy.
- 5.5 You acknowledge that we cannot be held responsible for any loss incurred by you because of faults and/or failures within a third-party carrier's network infrastructure or other supplier to us.
- 5.6 The Service is provided to you on the basis that you use the Service only for approved purposes, or what may reasonably be considered approved purposes. You must not use the Service for any inappropriate use which we determine in our reasonable discretion.
- 5.7 We may suspend the Service if, in our reasonable opinion, the Service has been directly or indirectly involved in any activities that are detrimental to us or our other customers or how the wider community will perceive us. The Service may be reinstated at our discretion or terminated in accordance with this Agreement.
- 5.8 In order to provide the Service, we may need to access to information or property. You will comply with all reasonable requests from us for access, information or directions cooperate with our reasonable investigation of issues with Services or any suspected breach of this Agreement.
- 5.9 You are responsible for maintaining the security of your pre-existing information technology infrastructure in relation to the Services, for complying with any restrictions on access to and use of the Services stipulated in the Services Schedule including (without limitation) any restriction on the type or maximum number of authorised users. You are also responsible for maintaining the secrecy and confidentiality of all identification and log-in information required by you to access the Services.
- 5.10 You are liable for all fees (including the Charges) resulting from use of the Services accessed through your identification or log-in information, whether authorised by you or not (including hacking or other breach of security, viral infection, misuse of log-ins or otherwise).
- 5.11 You must keep your account permissions, billing, support contacts and other account information up to date and notify us as soon as possible should that information change.
- 5.12 You may appoint a third party as your contact and grant the third party access to your account information ("Managed Services Provider") in writing to us. A Managed Services Provider appointment may be revoked by you by 10 Business Days' notice in writing to us. You release us from any Claims you may have against us arising from or relating in any way to our acting in accordance with the Managed Services Provider directions or providing any information to the Managed Services Provider.
- 5.13 You warrant that:
 - (a) (if a corporate entity) it is a business duly incorporated, validly existing, and in good standing under the laws of its incorporation;
 - (b) you have all requisite power, financial capacity, and authority to execute, deliver, and perform your obligations under this Agreement;
 - (c) you have not suffered an Insolvency Event; and
 - (d) you (in an individual capacity and on behalf of any corporate entity) will comply with all applicable laws and regulations applicable to the performance by the corporate entity of Your obligations under this Agreement.

6. YOUR PRIVACY AND PERSONAL INFORMATION

- 6.1 As part of your application and in the connection with the provision of the Service to you, we may obtain Personal Information from you. By providing Personal Information to us and acquiring the Service, you acknowledge and consent to the collection, use and disclosure of your Personal Information as set out in this clause 6 and in accordance with our Privacy Policy.
- 6.2 We will use our best endeavours to comply with our Privacy Policy which is available on our website or we can provide you with a copy on request. Our Privacy Policy governs the information we collect on you, how we use this information and your rights to access it.
- 6.3 You consent to us collecting and disclosing your Personal Information, including any unlisted telephone numbers and addresses from or to:
- (a) any credit providers or credit reporting agencies to use the information for all purposes permitted by the *Privacy Act 1988* (Cth) including to obtain a credit report about you or your registered business, maintaining a credit information file about you, to conduct ongoing credit management of your account or notifying a default by you;
 - (b) any law enforcement agencies to use the information to assist them in the prevention or prosecution of criminal activities;
 - (c) any of our employees, agents, contractors or suppliers
 - (d) any of our shareholders, related entities or professional advisors for reporting, accounting, product supply and service, marketing and audit purposes;
 - (e) any supplier to us to use the information for any purpose connected with the Service or the use of the Service; and
 - (f) any person who provides us with your username(s) or passwords(s).

7. PAYMENT

- 7.1 You will pay the Charges at the rate and in the manner specified in the Service Description and Terms. Recurrent Charges will be invoiced either fortnightly or monthly in advance unless otherwise specified in the Service Description and Terms.
- 7.2 We will issue Invoices for the Charges. Payment by you of all undisputed Invoices is due within 14 days of the date of the Invoice.
- 7.3 If the Recurrent Charges are greater than \$500 per charging period, then you agree we may require you to establish a direct deposit facility for automatic payment of the Charges you incur pursuant to these Standard Terms and Conditions.
- 7.4 If a genuine dispute arises regarding the amount of a Charge, you may suspend payment of the disputed amount pending resolution of the dispute but must pay the undisputed portion on the due date.
- 7.5 You must pay all Charges resulting from the use of the Services whether authorised by you or not unless the Charge is the subject of a valid dispute under clause 7.4.
- 7.6 If any Service is cancelled or terminated before any minimum period (including the Minimum Contract Term) or as stated in the Services Schedule and/or Service Description and Terms, we reserve the right to impose a termination fee equal to the Recurring Charge for the balance of the minimum period.
- 7.7 Subject to clause 7.11, we may increase or decrease the Charges which apply to the Services by giving 30 days written notice to you but no more frequently than once every 6 months.
- 7.8 Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.

- 7.9 In addition to paying the Charges and any other amount payable or in connection with this Agreement (which is exclusive of GST), you will:
- (a) pay to us an amount equal to any GST payable from any supply by us in respect of which the Charges or any other amount is payable under this Agreement; and
 - (b) make such payment either on the date when the Charges are due or within 14 days after you are issued with a tax invoice, whichever is the later.
- 7.10 We will promptly create an adjustment note for (and apply to the Commissioner of Taxation for) a refund, and refund to you, any overpayment by you for GST but we need not refund to you any amount for GST paid to the Commissioner of Taxation unless we have received a refund or credit for that amount.
- 7.11 You agree and acknowledge that we may pass on any increase or special Third Party Services Provider fees incurred by us if such fees impact on the costs of the Services provided to you.
- 7.12 If you fail to pay all outstanding amounts by the due date for payment:
- (a) interest will accrue on the outstanding balance at the Benchmark Interest Rate calculated on a daily basis from the date that the outstanding balance was due and payable to the date it is paid in full; and
 - (b) you will be liable for all debt collection fees and charges incurred by us, including but not limited to mercantile/debt collection agent's fees and solicitor's costs and disbursements; and
 - (c) we may, at our discretion with 5 Business Days' notice to you in writing, restrict, suspend or disconnect the provision of any or all of the Services until such time as such material breach or failure to pay has been remedied. We may give less than 5 Business Days' notice if permitted to do so under the Telecommunications Consumer Protections Code.

8. PREMISES

You must ensure that any equipment used by you or any end users in connection with the Services or the network:

- (a) has all necessary regulatory approvals;
- (b) are not used in any manner prohibited by a Regulatory Authority;
- (c) are maintained in good repair and working condition; and
- (d) comply with this Agreement and all applicable laws.

You agree to provide us with prompt and safe access to your premises if required by us:

- (e) to install any equipment for a Services;
- (f) to inspect, test, maintain, modify, repair or replace any equipment; and
- (g) to recover any of our equipment after the termination or expiry of this Agreement.

If you do not own your premises, you warrant to us that you have obtained the owner's permission for us to access the premises for the purposes set out in this clause.

You indemnify us against any claim by the owner of the premises relating us entering the premises or installing or maintaining any equipment at the premises.

9. SUPPORT AND MAINTENANCE

From time to time Services may be interrupted as a result of scheduled or unscheduled maintenance requirements. We will endeavour to provide you with notice, on our website, of scheduled maintenance or other activities which may interrupt Services and we will endeavour to

minimise the length of any interruption of Services and, where possible, to schedule interruptions outside normal business hours on a Business Day.

We will provide Support and Maintenance Services to you as described in the Services Schedule in accordance with the Service Level Standards.

We may charge an additional amount at our then current Rates if:

- (a) we determine the fault is due to your equipment, and not the Services; or
- (b) we are requested to service, modify, repair or replace the Services or any equipment you use as a result of a breach of this Agreement, a failure of your equipment, a failure or fluctuation of the electrical power supply at your premises, including where caused by an electrical storm.

10. THIRD PARTY PROVIDER

10.1 If we no longer source services from a particular Third Party Provider, then we may, by giving you prior reasonable notice:

- (a) migrate you to an alternative Third Party Provider service; or
- (b) cancel the Services.

10.2 If the proposed alternative service is materially detrimental to you, then you may cancel the Services without the payment of any early termination charges.

11. TERMINATION

11.1 We can immediately cease, limit or suspend the supply of the Services temporarily or permanently, with notice if possible or terminate the agreement with immediate effect by notice in writing if:

- (a) you breach this Agreement and do not remedy that breach within 14 days of written notice detailing the breach;
- (b) it is necessary to comply with a law, or an order or request from any government or regulatory body (including a Regulatory Authority), to protect any person, equipment or the network or to attend to any emergency;
- (c) we are unable to continue to supply due to the cancellation, suspension or termination of any agreement with a Third Party Provider; or
- (d) a Force Majeure Event prevents either party from substantially complying with the agreement (except an obligation to pay money).

11.2 You may terminate the agreement with immediate effect by notice in writing if:

- (a) we breach this Agreement and do not remedy that breach within 14 days of written notice detailing the breach; or
- (b) a Force Majeure Event prevents you from substantially complying with the agreement for a period of at least 2 months (except an obligation to pay money)

11.3 Unless otherwise specified in any Service Description and Terms, you may cancel one or more of the Services at any time with 30 days' notice in writing provided that any termination fee due under clause 7.6 is paid by you within 10 Business Days of receipt of a Tax Invoice.

12. CONFIDENTIAL INFORMATION

12.1 Confidential information includes the terms of this Agreement, any and all information, data and other material in any form disclosed or otherwise made available by a party, any

of its associates or other persons with which the party or its associates have dealings that is of a confidential nature, whether prior to or after the execution of this Agreement, and includes:

- (a) any information which is designated or indicated as, or that a reasonable person would assume is, proprietary or confidential in nature (other than information relating solely to the other parties to this Agreement);
- (b) any information relating to the products, services, business, software, personnel or commercial activities of the party or its associates including processes, procedures, policies, prices, rates, business affairs, plans, ideas, technical data, customers, research, algorithms, customer lists, formulas, compilation, programs, devices, concepts, inventions, designs, methods, techniques, Intellectual Property rights, marketing, finances, logistics, risk management or commercial strategies, processes, data concepts or know-how; and
- (c) all copies and any memorandum, notes or other documents created by any party that incorporates any of the foregoing;

and does not include information which:

- (d) is generally available in the public domain otherwise than as a result of a breach of obligations of confidence; or
- (e) was known by you prior to us disclosing the information to you.

Your Confidentiality Obligations

- 12.2 You must keep all our Intellectual Property Rights, software, documentation and Confidential Information regarding us or our related bodies corporate or associates confidential and not deal with it in any way that might prejudice its confidentiality. If you are required to disclose Confidential Information by law, you must provide us with written notice of the requirement to disclose the Confidential Information and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If you are required to disclose Confidential Information, you must only provide the minimum Confidential Information necessary to satisfy the request.
- 12.3 You agree that we may require any of your employees, agents or representatives to sign a confidentiality agreement in a form that we approve, as a condition of your acceptance of any of your employees, agents or representatives.
- 12.4 Your obligations in relation to the Confidential Information will continue for a minimum of three (3) years or as long as the Confidential Information is maintained on a confidential basis.

Our Obligations

- 12.5 We may disclose your Personal Information to other Third Party Providers if it is relevant to the provision of the Services to you or to any Managed Services Provider nominated by you.
- 12.6 You acknowledge and agree that in relation to Confidential Information or Personal Information, we:
 - (a) will comply with our Privacy Policy (as amended from time to time); and
 - (b) are subject to and will fulfil our obligations under the data retention provisions of the *Telecommunications (Interception and Access) Act 1979* (Cth) and any related or ancillary legislation with respect to data interception and data breach notification requirements.

Return of Confidential Information

- 12.7 At the Termination Date, or when earlier directed by us:

- (a) all Confidential Information must be returned to us, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that you make; and
- (b) you must erase and destroy any copies of any software containing or comprising the Confidential Information in your possession or under your control or that may have been loaded onto a computer possessed or controlled by you.

13. LIABILITY

- 13.1 Our total liability under this Agreement is limited to the Charges paid by you to us during the 12 month period in which the Claims arose. To the extent the law permits and despite any contrary provisions in this Agreement, we will not be liable to you under contract, negligence, strict liability or other legal or equitable actions for any special, incidental or consequential loss or damage whether to persons, property or otherwise.
- 13.2 The Australian Consumer Law may give rise to certain guarantees which may apply to the Services provided under this Agreement. Nothing in this Agreement limits the application of the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 13.3 Our liability for a breach of any Prescribed Term implied into this Agreement is limited to:
 - (a) in the case of goods, the repair or replacement of the goods or the supply of equivalent goods or the cost of repairing or replacing the goods or of acquiring equivalent goods; and
 - (b) in the case of services, the re-supply of the services or the payment of the cost of re-supplying the services.
- 13.4 To the full extent permitted by law, except as expressly set out in this Agreement and except for any Prescribed Terms, all conditions, warranties, terms and obligations expressed or implied by law or otherwise relating to this Agreement or the performance of the obligations by us under this Agreement or to any Services supplied or to be supplied by us under this Agreement, are excluded.
- 13.5 You indemnify and hold us and all of our employees, agents and representatives harmless from any breach of this Agreement and against all claims and losses which we incur, suffer, pay or are liable for or liabilities, costs or expenses of whatever nature that may be suffered by us or from you, your employees, agents, representatives and third parties. You will also indemnify and hold us and all of our employees, agents and representatives, harmless from infringement of third party Intellectual Property rights, or third party losses by reason of or arising out of or in connection with this Agreement including the use or misuse of Confidential Information by your employees, agents or representatives.
- 13.6 You acknowledge that damages may not be an adequate remedy for breach of this clause and that we may obtain injunctive relief against you for any breach of this clause.
- 13.7 Each indemnity contained in this Agreement is a continuing obligation despite a settlement of account or the completion of any Services, and remains fully effective until all money owing, contingently or otherwise, under an indemnity has been paid in full.
- 13.8 Each indemnity contained in this Agreement:
 - (a) is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity; and
 - (b) survives the termination of this Agreement.

14. DISPUTE RESOLUTION

Objective

- 14.1 The parties agree to use reasonable commercial efforts to resolve by negotiation any dispute that arises between them from this Agreement. No party will resort to legal proceedings (except as otherwise permitted or required by a Regulatory Authority), or terminate this Agreement, unless the process under this clause 14 has been exhausted, except if it necessary to seek an urgent interim determination or interlocutory relief.

Notification

- 14.2 If a dispute arises (including a breach or an alleged breach) under this Agreement, which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at the operational level, a party concerned about the dispute will notify the other parties. The parties will then endeavour in good faith to agree upon a resolution.

Mediation

- 14.3 Should the parties fail to reach a solution in accordance with clause 14.2 within 10 Business Days (or such other timeframe agreed between the parties), the parties may agree to mediation. The mediator will be agreed between the parties within 10 days of written notice of the referral by the referring party to the other parties, or, failing agreement, as appointed by the President of the Law Society of the Australian Capital Territory. The parties may also attempt to mediate the matter through engagement with any relevant Regulatory Authority.

Proceedings

- 14.4 If mediation fails, or if any party states that it does not wish to proceed with mediation, then any party may:
- (a) commence legal proceedings against another or any others; or
 - (b) terminate this Agreement in accordance with the provisions in this Agreement.

Continued Performance

- 14.5 Unless prevented by the nature of the dispute, the parties will continue to perform their respective obligations under this Agreement while genuine attempts are made to resolve the dispute.

15. GENERAL

Notice

- 15.1 A notice, approval or consent to be issued under this Agreement must be in writing, except for variations by us, for which notice can be given in accordance with the Telecommunications Act. In the absence of evidence to the contrary, such notice, approval or consent will be taken to be received:
- (a) If left at the address of the addressee, at the time it was left;
 - (b) If sent by ordinary post, on the third day after posting; and
 - (c) If sent by express post, on the next day, provided that:
 - (d) If the notice is sent by you, it is sent using the contact details that appear on our website at the time you send the notice; and
 - (e) If the notice is sent by us, it is sent using the contact details that we have recorded for your account at the time we send the notice.

Assignment and subcontracting

- 15.2 You must not assign or sub-license, charge or encumber, delegate or sub- contract any or all of your rights or obligations under this Agreement without our prior written consent. We may assign some or all of our rights under this Agreement to any person or perform our obligations by arranging for them to be performed by another person. We may also transfer some or all of our obligations under this Agreement to another entity of ours or to a purchaser of our business on condition that the transferee agrees to provide the Service to you on materially the same terms and conditions of this Agreement.

No Merger

- 15.3 Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a Party may have against another Party or any other person at any time.
- 15.4 The covenants, conditions and provisions of this Agreement which are capable of having effect after termination remain in full force and effect after the termination of this Agreement.

Severance

- 15.5 If any provision of the Agreement in favour of Us exceeds what is permitted by law (**Void Term**), then the following provisions will apply:
- (a) the Void Term shall be interpreted read down only to the extent required to ensure it is enforceable; and, if the unenforceability of the Void Term is not rectified by this provision;
 - (b) if the Void Term is unenforceable due to it imposing liability on You, then You shall only be liable to the extent that You caused or contributed to the liability (but nothing in this provision will impact our right to receive payment for the Charges);
 - (c) if the Void Term is unenforceable due to it releasing Us from an obligation, we will still be liable to perform that obligation to the extent we either caused or contributed to the event giving rise to the obligation or breached the Agreement or terms implied by law that cannot legally be excluded,
- and if the foregoing does not cure the invalidity or unenforceability, the Agreement does not include the Void Term and the remainder of the Agreement continues in full force.

No waiver

- 15.6 If we have a right arising out of your breach of this Agreement and we do not exercise that right, we do not waive that right or any other obligation unless we do so in writing.

Waiver in writing

- 15.7 The variation or waiver of a provision of this Agreement or a Party's consent to a departure from a provision by another Party, will be ineffective unless in writing and executed by the Parties.

Force Majeure

- 15.8 We will not be liable for any delay or default in performance if it is caused by any event or circumstance reasonably beyond our control including any Act of God, act of any governmental or competent authority. A party is not liable for any delay or failure to perform its obligations under this Agreement due to a Force Majeure Event if it notifies the other party of the unavoidable delay and its likely impact as soon as reasonably practicable after that unavoidable delay arises and it has taken reasonable measures to avoid or minimise the impact of the unavoidable delay.

Whole Agreement

- 15.9 This agreement is the complete and exclusive statement of the agreement between you and us and supersedes and replaces any proposals, representations or prior agreements,

oral or written, and all other communications relating to the subject matter of this Agreement.

Governing law and jurisdiction

15.10 This Agreement is governed by the laws of the Australian Capital Territory. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

16. DEFINITIONS & INTERPRETATION

Definitions

In this Agreement, the following words have this meaning unless the context otherwise requires:

Acceptable Use and Fair Use Policy means the conditions of use applicable to the Services as published by us from time to time.

Agreement means these Standard Terms and Conditions as defined in more detail in clause 1 as amended from time to time.

Australian Consumer Law / ACL means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Benchmark Interest Rate means the benchmark interest rate for an income year rate published by the Australian Taxation Office for the purposes of Division 7A of Part III of the *Income Tax Assessment Act 1936* as applicable from time to time.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory.

Change in Scope means [a change requested by you which will have a material impact on the provision of the Services under this Agreement.

Charges means the charges payable by you to us under this Agreement and includes Recurring Charges.

Claim includes any claim, action, demand or proceeding:

- (a) under, arising out of, or in any way in connection with this Agreement;
- (b) arising out of, or in any way in connection with the Services or either party's conduct before the Commencement Date; or
- (c) arising otherwise at law including in equity, by statute, tort (whether for negligence or otherwise), contract, for restitution or unjust enrichment.

Commencement Date means the dates nominated as the 'Commencement Date' in the Services Schedule. This date will also be the Service Start Date where no specific date is specified in the Services Schedule but the Service has been agreed to be provided to You by Us.

Confidential Information is defined in clause 6.

Corporations Act means the *Corporations Act 2001* (Cth).

Critical Information Summaries (CIS) means the summary of services to be provided as part of the ISP Services. Each CIS will be specific to the chosen plan / speed of internet service selected by you.

Fair Use Policy means the conditions of fair use applicable to the Services as published by us from time to time.

Financial Hardship Policy means the terms and conditions issued by us governing when assistance may be given to an entity that can satisfactorily demonstrate they are in a position of financial difficulty or hardship.

Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure, including fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorder, revolutions, strikes or lockouts, power failures, telecommunication provider failures or other adverse environmental conditions or factors.

GST has the meaning given to it in the GST Act or any replacement or other relevant legislation and regulations.

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

Hosting Services means services to be provided to you for various hosting solutions as set out in more detail in the Service Description and Terms applicable to Hosting Services.

Insolvency Event means circumstances in which a Party is:

- (a) unable to pay its debts as they fall due, makes or commences negotiations with a view to making a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition with its creditors;
- (b) takes any corporate action or any steps are taken or legal proceedings are started for:
 - (i) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other Party (which approval will not be unreasonably withheld);
 - (ii) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets;

seeks protection or is granted protection from its creditors, under any applicable legislation; or ceases or threatens to cease to carry on its main business.

Intellectual Property and Intellectual Property Rights includes but is not limited to; all rights in patents, patent applications, inventions, copyrights, rights in circuit layouts, trademarks, trade secrets, trade names, and other proprietary rights whether or no such rights are registered or capable of being registered and whether the rights subsist in Australia or elsewhere.

Internet means the worldwide connection of computer networks providing for the transmittal of electronic mail, online information, information retrieval and file transfer protocol.

Internet Service Provider (ISP) Services means services to be provided to you for access to the Internet via various broadband technology and the nature of which is summarised in the respective Critical Information Summaries applicable to the products chosen by you. The ISP Services are set out in more detail in the Service Description and Terms applicable to ISP Services.

Invoice means an invoice issued by us to you for the payment of Charges (including Recurring Charges) payable on the terms set out in this Agreement.

Liability all liabilities, costs, damages, losses, expenses and outgoings of whatever description, including the costs and expenses of defending or settling any Claim.

Minimum Contract Term means a period of 12 months from the later of the Commencement Date or the Service Start Date as it applies to the provision of each respective Service.

Prescribed Terms means any terms, conditions and warranties which the law expressly provides may not in respect of this Agreement be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.

Privacy Policy means the privacy terms and conditions applicable to the Services as published by us from time to time.

Rates means our published rates for the provision of the Services, which may be updated from time to time.

Recurrent Charges means any fees or charges payable by you to us for the provision of the Services as set out in the Service Description and Terms which recur on a routine basis.

Regulatory Authority means any State or Commonwealth agency with legislative responsibility for, or oversight of, the regulation of services of a kind similar to the Services, including the Australian Communications and Media Authority (ACMA), The Australian Competition and Consumer Commission (ACCC), the Australian Securities and Investments Commission (ASIC) and the Telecommunications Industry Ombudsman.

Service or Services means the service(s) to be provided by us for your benefit as nominated in the Services Schedule. The specifications and details for each of the respective services which comprise the Services are set out in the respective Service Description and Terms and may include, without limitation:

- (i) Internet Service Provider (ISP) Services;
- (ii) VOIP Telephony Services;
- (iii) Hosting Services;
- (iv) Web Development Services;
- (v) Support and Maintenance Services.

Service Description and Terms means the detailed descriptions and specifications for the Services to be provided to you by us in accordance with what you have nominated in the Services Schedule. These descriptions and specifications may include a Service Start Date and Service Duration as set out in the Services Schedule which defines the start date and period (annual, 24 months etc) where the Service is to be provided.

Service Level Standards means the level of performance to be achieved by the Support and Maintenance Services as set out in the Service Description and Terms for the Support and Maintenance Services.

Services Schedule means the document titled Services Schedule which sets out the Services to be provided to you under this Agreement and which is duly executed by you.

Service Start Date means the date that we begin providing the Service to You as set out in the Services Schedule. If no date is specified, the Service Start Date will be the same as the Commencement Date for this Agreement. **Support and Maintenance Services** means the provision of ongoing support management, internet network maintenance, help desk and technical support services as set out in more detail in the Service Description and Terms applicable to Support and Maintenance Services.

Tax means a tax, levy, charge, impost, fee, deduction, withholding or duty of any nature.

Tax Invoice has the meaning it has in the GST Act.

Telecommunications Consumer Protection (TCP) Code means the *Telecommunications Consumer Protections Code C628:2019* (Cth) (as updated from time to time).

Term means the Term set out in the Services Schedule.

Third Party Services Provider means a carrier (as defined in the *Telecommunications Act 1997* (Cth)), carriage service provider (as defined in the *Telecommunications Act 1997* (Cth)) or an equipment customer, other than us.

Void Term has the meaning set out in clause 15.5 of this Agreement.

VOIP Telephony Services means services to be provided to you for access to Voice-Over-Internet-Protocol (VOIP) telephony services as set out in more detail in the Service Description and Terms applicable to VOIP Telephony Services.

We / us / our means Infinite Networks Pty Ltd ACN 097 243 055 with the contact details set out in the Services Schedule.

Web Development Services means the provision of web development services as set out in more detail in the Service Description and Terms applicable to Web Development Services.

You / your means you as the customer of Infinite Networks Pty Ltd ACN 097 243 055 as set out in the Services Schedule.

Interpretation

- (a) In this Agreement, unless otherwise indicated by the context:
- (i) words importing the singular include the plural and vice versa;
 - (ii) words which are gender neutral or gender specific include each gender;
 - (iii) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
 - (iv) Agreement headings are for convenience only and do not affect interpretation of this Agreement;
 - (v) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
 - (vi) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - (vii) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
 - (viii) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements of it;
 - (ix) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (x) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
 - (xi) a covenant or Agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;
 - (xii) a reference to an Agreement, other than this Agreement, includes an undertaking, deed, Agreement or legally enforceable arrangement or understanding, whether or not in writing;
 - (xiii) a reference to a body, whether statutory or not:
 - (a) which ceases to exist; or
 - (b) whose powers or functions are transferred to another body,
is a reference to the body which replaces it, or which substantially succeeds to its powers or functions; and
 - (xiv) 'including' and similar expressions are not words of limitation.
 - (c) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
 - (d) This Agreement may not be construed adversely to a Party just because that Party prepared this Agreement.
 - (e) A term or expression starting with a capital letter:
 - (xv) which is defined in this Agreement, has the meaning given to it in this Agreement; or
 - (xvi) which is defined in the GST Act has the same meaning given in the GST Act unless otherwise provided in this Agreement.