

TRADING TERMS & CONDITIONS
“Standard Form Of Agreement Summary”

Anttel Communications Group Pty Ltd Pty Ltd ABN 23 743 402 463 will supply telecommunication and/or data services (“Services”) on the following terms and conditions.

Information regarding this agreement

Please read this agreement carefully.

The supply of Services under this agreement is by Anttel Communications Group Pty Ltd Pty Ltd ABN No. 23 743 402 463 (referred to in this agreement as “we”, “us” or “our”). By using any of our Services you accept all the terms and conditions contained in this agreement.

Please ensure to read the Terms & Conditions specific to each particular service available at anttel.com.au.

1. Services

1.1 Services will be supplied to you through network operators (“Carriers”) nominated by us and you agree that we may change Carriers at any time without reference to you. You hereby authorise us to notify any relevant Carrier to affect any such change.

1.2 We do not warrant that we will be able to supply the Services and you acknowledge that we will only be able to supply the Services to the extent and to the standard that Carriers provide services to us. We will not be liable for any failure to supply you with all or any part of the Services and you acknowledge that if the agreement between us and a Carrier is terminated and a Carrier agrees to arrange supply of Services to you, the Carrier may not be able to make those arrangements immediately and if any are made they will be on the Carrier’s current retail terms and conditions.

2. Definitions & Interpretation

“Charges” for a Service means the charges payable by you to us in accordance with the schedule.

“Service” means the relevant service described in the schedule.

“Service Commencement Date” for a Service means the date on which that Service is ordered by you by the signing of a valid application form by an authorised person.

“Service Activation Date” for a Service means the date on which that Service is activated by us, as advised by us.

“Supply Period” for a Service is the relevant period described in the schedule.

In this agreement, the singular includes the plural and headings are for convenience only. References to this agreement include the schedules, whether executed contemporaneously or not.

3. Term of this agreement

This agreement commences in relation to a Service on the Service Commencement Date for that Service and continues until all Services are terminated by either party, subject to any contract period that may apply.

4. Termination and Relocation of Services

4.1 We supply each Service on a rolling Supply Period basis. The first Supply Period for a Service commences on the Service Activation Date.

4.2 You may only terminate a Service with effect from the end of a corresponding Supply Period. You may only do so by delivering written notice of termination to us at least 30 days before the end of the Supply Period. If we receive less than 30 days notice then the termination will take effect at the end of the next Supply Period. In either case you must pay all Charges for all Supply Periods up to the date of termination. In the event that you terminate this service before the end of the contract period, if any should exist, you will be responsible for any early termination fees and/or monthly access fees for the remainder of the contract period (see Schedule A below or your service order form for details).

4.3 We may terminate any Service at any time by notice to you. In that case we will refund to you a pro rata share of any un-expired portion of Charges paid in advance, subject to first offsetting any amount that you owe us.

4.4 The termination of this agreement will not affect the accrued rights of either party. Clauses 4, 8, 10, 11, 14, 18 and 19 survive termination of this agreement.

4.5 You may relocate a Service if our carrier has enabled the exchange for the same product. A relocation can take up to 25 business days.

4.6 We may increase the price of a Service when relocated if the exchange is in a more expensive pricing zone.

4.7 If a service is relocated the original service contract term of 24 or 36 months will re-commence from the date the service is activated at the new premises. A once off relocation / installation fee applies as follows: \$199 Ex-GST for ADSL2+ and \$1199 Ex-GST for EFM and Cirrus Fixed Wireless

4.7 If the new address is not within a coverage area the services ETC (Early Termination Charge) will apply.

4.8 Your public IP address and any additional Subnet ranges will change when your service is relocated. Upon special request we may be able to retain the IP addresses for a fee if you are relocating within the same exchange.

4.9 The speed / performance of the service may differ depending on the new sites distance from the exchange, copper line quality and other factors.

5. Amendment

We may amend this agreement from time to time, with effect from the end of the current Supply Period, by providing written notice to you. The amendment will automatically take effect unless you notify us in writing of your objection beforehand and we notify you of our acceptance of your objection.

6. Notices

Notices under this agreement may be sent by prepaid ordinary post, facsimile, or by electronic mail and will be deemed given: (a) for ordinary mail - three days after dispatch by post; (b) for facsimile - upon acknowledgement of receipt of transmission by the receiving facsimile equipment; and (c) for electronic mail – 5.00pm AEST following the time it was sent, unless the recipient can establish that it did not reach the relevant server by that time.

7. Our Obligations to you

7.1 We will use our best endeavors to provide you with the Service and the information necessary to access that Service.

7.2 We will take care of any personal information you provide us, in accordance with the Privacy Act 2001.

7.3 We will obtain and hold any necessary licenses required under law.

8. Your obligations to us

8.1 You must pay the Charges including any back charges on time. Our payment terms are 14 days. If any credit card or direct debit authority we are authorised by you to access is unable to be debited for any reason, or if payment by cheque or direct bank deposit is not received from you then you will be considered in default. If you have a residential account with us the only available payment method is direct debit. If payment of an invoice is not received within 30 days your service may be automatically suspended.

8.2 You must provide us with complete, accurate and truthful information in your Service application and keep us informed of any changes to that information.

8.3 You will be responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies and must pay interest at the rate prescribed by the Supreme Court Act plus 4% calculated daily and compounded monthly from the due date.

8.4 You must not contact any of our third party suppliers for any reason. If you do so, then you must reimburse us for all costs incurred by us as a result.

9. General Limitations on Services

9.1 We will use our best endeavors to:

- ensure a continuous Service for any voice and/or data Services; and
- ensure the data you transfer will be received by the intended destination (including electronic mail) however this is not guaranteed.

9.2 Any transmission speeds referred to by us refer to the maximum theoretical speed achievable with the Service under ideal conditions. You acknowledge that actual speeds may be different from the theoretical speeds. Speeds may vary for reasons which include but are not limited to: third party supplier network congestion, third party supplier line interference, internet congestion, and errors in the configuration of your equipment.

9.3 You agree that only equipment certified by us, as listed and updated on our web site from time to time will be used with the Service.

9.4 You are responsible for any and all telecommunications charges that may be levied or required for connecting to the Service.

9.5 You are responsible for providing and maintaining all necessary equipment for the connection to the Service, including but not limited to a telephone line, modem, and computer equipment.

9.6 Our Service includes basic technical support for the installation and commissioning of each Service. You may be required to contact your hardware's manufacturer for information on how to configure your specific hardware. This support is only provided by telephone and we are not able to provide on site visits. Support will only be provided for supported applications as listed on our web site.

9.7 We will not be responsible for training you in the use of the Services.

9.8 Customers must direct all service and performance enquires to our helpdesk, and not to our third party suppliers.

10. Particular requirements

Any additional provisions, limitations or obligations set out in the schedule in relation to a Service also apply and form part of this agreement.

11. Liability

11.1 Except as otherwise expressly provided under this agreement, to the extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in way to the Services or this agreement are excluded.

11.2 To the extent that we subcontract a third party supplier to provide all or part of a Service, our obligation to you is limited (to the extent permitted by law), to on-supplying the Service on an "as is" basis and (to the extent permitted by law) we exclude any liability in respect of any act or omission of the third party supplier, including any failure of the third party supplier to deliver the Service or to deliver it to an acceptable standard.

11.3 Despite any other provision of this agreement, to the extent permitted by law, our liability is also limited at our option to the replacement, repair or re-supply of the relevant goods or services or the cost of same.

11.4 Without limiting the foregoing, to the extent permitted by law we exclude all liability in respect of any indirect or consequential loss or loss of profits, goodwill or data suffered or incurred by you, directly or indirectly, in relation to the Services.

11.4 Without limiting any provision under this agreement, you hereby indemnify and must keep indemnified us and our third party suppliers in respect of all losses, claims and liabilities arising from:

- any negligent act or omission by you;
- any breach of this agreement by you;
- any act or omission that causes damage to, or disrupts, any part of the Services or any property of any third party;
- any act or omission by you if that act or omission causes us to breach any Australian law or any contract with a third party supplier or incur any liability to a third party supplier.

11.5 You hereby release us and our third party suppliers for any and all liability arising from or in relation to the following:

- disruption in the delivery of your telephone service
- cancellation or suspension of the Service for any reason; and
- cancellation of, or refusal by, our third party supplier to provide any part of the Services for any reason.

12. Interference with the Service

12.1 You agree that you will:

- not interfere with normal operation of the Services or any facility, or make either unsafe; and
- allow us and any third party supplier sufficient, timely and safe access to the relevant premises to enable us and our third party supplier to provide or investigate the Services if required.

12.2 If you do not have control or have access to the premises where the Service is delivered, you must:

- procure for us and our third party supplier all such access to the premises as may be required; and
- indemnify us and our third party supplier against any claim by the owner or occupier of the service premises, or any other person, in relation to the entry of those premises.

13. Warranty of Authority

13.1 Any person signing the application form for Anttel Communications Group services on behalf of another warrants that they have full power and authority to bind the other person in respect of this agreement.

14. Acceptable Use Policy

14.1 You must not use any Service for any illegal purpose. You must not use any Service for cracking, hacking, crashing, spamming, doing anything that infringes copyright or transmission or storage of any data which would contravene any Australian law, including laws relating to the production and distribution of pornographic material or distribution of viruses. You must not attempt to obtain or gain unauthorised access to system areas and information on our network or any third party supplier's network or any systems connected to those networks.

14.2 You accept total and sole responsibility for the content of files owned by you and stored on our network or any third party supplier's network, and for any data transferred or caused to be transferred across those networks.

14.3 You must not send unsolicited bulk commercial e-mail via any method.

14.4 You acknowledge that we do not edit or control the content and form of any information or data accessed through the Service.

14.5 You must keep secret and are responsible for maintaining the secrecy and confidentiality of all access information used by you to access to each Service. You agree not to disclose it to any other person.

14.6 You must notify us immediately if your username and/or password are lost or you think that someone may be using them. You will be responsible and liable for any unauthorized use of the Service.

15. Payments, charges and recovery action

15.1 If you do not pay an account by the due date then we may charge a late payment fee of no more than \$15 ex GST plus interest at the rate of 5% per month or part thereof on the outstanding amount of the account, suspend all or part of your Services pending payment of all outstanding amounts including interest and to adjust the prices you pay for the Services. If your services are suspended a \$99 ex GST reconnection fee applies, reconnections can take 12-72 hours to be processed.

15.2 Failure to pay all outstanding amounts will cause us to take further recovery which may include but not be limited to issuing a letter of final demand, employment of a debt recovery service, registration of the default of payment with a credit reference agency, and/or court action. Any additional costs of recovery of outstanding payments will be recoverable in full from you.

15.3 You understand that our charges are exclusive of any taxes, government charges and bank charges and you agree that we are to pass on to you the full amount of any such taxes, government charges and bank charges payable in addition to our on our charges.

15.4 You agree to receive invoices by email to your nominated email address, or through our online billing portal. You agree not to disclose your online billing password to any other party.

15.5 If you dispute in good faith an amount on your invoice, you must notify us in writing within 10 days stating your reasons for the dispute and the disputed amount. Despite any dispute as to any amount of any charge, you must pay the whole amount of any charge by the due date. If you fail to make payment by the due date you will be in breach of this agreement.

15.6 If you do not pay your account by the due date, we reserve the right to withdraw any discount pricing you may pay for your services and to set your rates to our retail rates published on our website from time to time, effective the first day of your next billing month.

15.7 If you cancel your services, direct us or authorise another carrier to transfer any of your services to another supplier you agree to pay in full:

- a) all of our invoice and unbilled charges up until the time we stop providing the services and before we release the number or service in question; and
- b) all other charges that we may become aware of after the date your service transferred that relate to the service we provided you.

15.8 Where you have diverted your landline or SIP service to another number, either by enabling a *21 diversion or by requesting an exchange based diversion, you agree to pay in full all charges associated with the diversion. Diverted calls will be charged at your standard call rates unless we advise otherwise and the establishment of an exchange based diversion will incur a fee for service as set out in the exchange based redirection form.

15.9 Where your invoices are dishonoured in two consecutive months or where your invoices are dishonoured three or more times, you agree that we may at our discretion immediately cancel all services.

16. Intellectual property

Any intellectual property rights, including copyright that we develop in connection with the Services will remain our property.

17. Subcontracting and assignment

We may subcontract with third parties for the supply of the Services. We may also assign any or all of our rights and obligations under this agreement. You must not assign any of your rights or obligations under this agreement.

18. Information

You authorize us to make enquires, collect and disclose any information relating to your credit rating at any time and to report any delinquencies and any other information concerning you.

19. Relationship

Nothing in this agreement creates any agency, partnership, trust or joint venture relationship between us and you. The relationship between us and you will at all times be that of independent contractors.

20. Entire agreement

This agreement constitutes the entire agreement between you and us. Any prior arrangements, agreements, representations or undertakings are superseded and each party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this agreement.

21. Governing law

The agreement will be governed by and construed in accordance with the law of the state of Queensland.

Service description and requirements

You agree that any other telephony equipment used on the same line as the Service must be isolated from interference by the use of a DSL line filter.

You acknowledge that the installation of the Service may cause temporary disruption to the standard telephone service used in this application.

You warrant that the end user to whom the telecommunication carrier supplies a standard telephone service is the same end user of this Service.

Please note the general limitations in clause 9 of the Customer Supply Agreement.

Contract Period

The contract period is 24 months from activation of your service, unless stated otherwise on the service application form.

Supply Period

The period of supply for is 1 calendar month, from 1st of month to end of calendar month.

Charges

The charge for the voice telephony service is payable within 14 days of receipt of invoice.

The charge for the data service, if applicable, is payable monthly in advance at the rates as per the application form

Downloads in excess of the initial amount of data allowed will be charged at the rates as per the application form.

Usage and line speed upgrade fees apply.

Calls regarding the Service made to third party suppliers will incur a charge to us from them, for which we will in turn invoice you and you must pay, together with a handling fee.

Services with a contract Period

If the Service/s is subject to a contract period and is terminated prior to the conclusion of that contract period we reserve the right to recover costs associated with providing the exchange and customer premises equipment to enable the service.

PSTN/ISDN2

If a PSTN or ISDN2 Service is subject to a contract period and is terminated prior to the conclusion of that contract period we reserve the right to recover costs associated with providing the exchange and customer premises equipment to enable the service.

The early termination fee will be based on the \$100 per month for each month (or part thereof) short of the contract completion date for each service unless stated otherwise in the services specific Terms & Conditions.

1300/1800

If a 1300 or 1800 Service is subject to a contract period and is terminated prior to the conclusion of that contract period we reserve the an Early Termination Fee.

The early termination fee will be based on the \$20 per month for each month (or part thereof) short of the contract completion date for each service unless stated otherwise in the services specific Terms & Conditions.

Ethernet (EFM/Wireless/Fibre)

If a Ethernet Service is subject to a contract period and is terminated prior to the conclusion of that contract period we reserve the an Early Termination Fee.

The early termination fee will be based on the monthly service charge payable in full for each month (or part thereof) short of the contract completion date for each service unless stated otherwise in the services specific Terms & Conditions.

SIP/VOIP

If a SIP/VOIP Service is subject to a contract period and is terminated prior to the conclusion of that contract period we reserve the an Early Termination Fee.

The early termination fee will be based on the monthly retail line rental charge payable in full for each month (or part thereof) short of the contract completion date for each service unless stated otherwise in the services specific Terms & Conditions.

