

Our Customer Relationship Agreement

GENERAL TERMS

iiNet Limited ACN 068 628 937

Phone: 13 22 58

Internode Pty Ltd ABN 82 052 008 581

Phone: 13 66 33

Westnet Pty Ltd ACN 086 416 908

Phone: 1300 786 068

1/502 Hay Street, Subiaco WA 6008

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This Customer Relationship Agreement (**CRA**) is between you and the iiNet Entity that supplies the Service to you.

Capitalised words used in these General Terms have the meanings set out in clause 20.1. These General Terms must be interpreted in accordance with clause 20.2.

This CRA comes into effect for existing customers on **17 November 2013**.

1. OUR CRA

What is our CRA?

- 1.1 Our CRA is our standard form of agreement setting out the terms and conditions on which we supply our services and products to you. You and we must comply with our CRA.
- 1.2 Our CRA consists of the following:
- (a) your Application;
 - (b) Service Descriptions for each Service;
 - (c) these General Terms;
 - (d) our Pricing Schedule;
 - (e) our Billing Policy;
 - (f) any applicable Warranty Information Statement; and
 - (g) our Acceptable Use Policy.

If there is any inconsistency between any of the terms of our CRA, the order of precedence will be as listed above, except that clauses 14 and 15 of the General Terms always prevail over all other terms in our CRA.

For business customers, the Business Further Terms and Conditions also form part of our CRA for applicable Service types only. Where those terms apply, they sit between paragraphs (b) and (c) in the order of precedence listed above.

Amendments and discontinuance

- 1.3 We may change the Service or the terms of this CRA (including the charges):
- (a) without notice, if the change is likely to benefit or have a neutral impact on you;
 - (b) on providing at least 30 days' prior notice to you if the change is likely to have a detrimental impact on you.

If you do not agree with a change notified to you under section 1.3(c), or you can demonstrate that a change notified under section 1.3(b) will have more than a minor detrimental impact on you, then you may cancel the Service(s) affected by the change by providing notice to us within 42 days' after our notice, unless the change is to:

- (c) charges in order to pass through a change to:
 - (A) the cost to us charged by any Supplier in connection with the supply of the Service; or
 - (B) taxes imposed by applicable law, where it is fair and reasonable for us to do so; or
- (d) the Service or any terms of this CRA in circumstances where the change is

reasonably required in order for us to:

- (A) comply with applicable law; or
- (B) comply with, or pass through obligations under, our contracts with our Suppliers.

Legacy Services

- 1.4 Our Service plans and pricing change from time to time. After any relevant Contract Term expires, we may (at our discretion) continue to provide a Service to you in accordance with the same Service plan and pricing that applied during the Contract Term, even if we no longer offer the Service on those terms to new customers (**Legacy Service**). Details of the terms of any Legacy Service we supply to you, including pricing, will be made available to you upon request.

Authorised Persons and communicating with us about your Service

- 1.5 You may nominate another person to have the authority to exercise any of your rights under the CRA (**Authorised Person**). Anything that Authorised Person does in relation to your Service is deemed to be done by you.
- 1.6 You may nominate another person to have the authority to communicate with us about your Service, without giving that person the authority to exercise any of your rights under the CRA (**Contact Person**). If a Contact Person requests changes to your Service or otherwise attempts to exercise your rights under the CRA, we may request that you or an Authorised Person contact us directly.

2. YOUR APPLICATION FOR SERVICE

Making an Application

- 2.1 You may make an application for supply of a Service by (**Application**):
- (a) completing and submitting an online application form located on our Website;
 - (b) telephone by asking our customer representative to complete the application form on your behalf, in which case our representative will read Material Terms to you; or
 - (c) any other means agreed by you and us to be an Application.
- 2.2 Subject to us notifying you that we accept your Application (in accordance with clause 2.5), our CRA commences on:
- (a) if you apply online, the date you submit the application form;
 - (b) if you sign an application form, the date you sign the application form; and
 - (c) if you apply by telephone and the Material Terms are read to you, the Material Terms apply from the date you accept the Material Terms and the remaining terms of our CRA commence when we send you a link to this CRA (or otherwise on the Service Commencement Date).

Subject to clauses 2.2(c), you agree to the terms and conditions contained in the CRA by making an Application.

- 2.3 You must provide us with all information that we reasonably require for the purposes of this agreement (including for the purposes of an investigation by us of a suspected misuse of the Service or breach of this CRA by you). We rely on the information you supply being accurate, truthful and correct.
- 2.4 You must promptly advise us of any changes that are relevant to your account or the Service including changes to your account details (such as registered address or billing address) debit or credit card details (including expiry dates).

Accepting your Application

- 2.5 When you make an Application, we decide (in our absolute discretion) whether to accept your Application and to supply the Service to you based on any factors that we deem to be relevant, including:
- (a) your eligibility for that Service;
 - (b) its availability to you;
 - (c) you meeting our credit requirements;
 - (d) the information you provide to us; and
 - (e) your prior conduct or history in respect of any previous supply by us or any iiNet Entity of any goods or services to you, including your compliance with the relevant terms and conditions under which those goods or services were supplied.
- 2.6 Please ensure that you carefully check the telephone number you provide in your Application.

3. THE PREMISES AND CONNECTING THE SERVICE

Access and assistance

- 3.1 In order for us to install, provision, test, maintain, repair, replace or decommission the Service or otherwise perform our obligations or exercise our rights under this Agreement, you must provide all assistance and co-operation that we reasonably request, which may include:
- (a) providing us with, or arranging for us, if required, safe and prompt access to the Premises and your facilities, systems, networks and equipment;
 - (b) providing us with, or arranging for us, if required, access to your relevant information, data or personnel; and
 - (c) facilitating our recovery of Our Equipment after the Service is cancelled.
- 3.2 If you do not own the Premises, you must obtain the owner's permission for us to access the Premises and install and maintain any equipment. You must notify us prior to the commencement of any work on the Premises if you are unable to obtain the owner's permission. You indemnify us against (and must pay us for) any claim the owner of the Premises makes against us or against anyone working for us relating to entry on to the Premises or doing the things listed in clause 3.1 that occurs as a result of your failure to comply with this clause 3.2.
- 3.3 If you fail to provide the assistance and co-operation reasonably requested by us

under clause 3.1, then:

- (a) we are relieved of any obligation to supply you with the Service to the extent that we are prevented from doing so by such failure; and
- (b) if we are unable to install or provision a Service after using reasonable efforts to do so, then we may withdraw the relevant Application upon 7 days' prior notice to you, in which case clause 13.3 applies.

Connecting the Service

- 3.4 We will use reasonable endeavours to connect the Service in accordance with the relevant Service Description, or if no connection timeframe is specified, within a reasonable time.
- 3.5 There may be a time delay between us accepting your Application and providing you with the Service. Unless the Customer Service Guarantee applies to your Service, we are not and will not be liable for any delays associated with connecting the Service, nor (for the period up to the Service Commencement Date) any inability by us to provide the Service to you. You will not be charged for a Service unless or until it is provisioned by us or our wholesale provider.
- 3.6 We decide the route and technical means to be used to provide the Service. We reserve the right to change the infrastructure used to deliver the Service at any time, so long as this does not adversely affect the performance of the Service or your use of the Service.

4. USING THE SERVICE

Compliance with all laws and reasonable directions

- 4.1 In using the Service, you must comply with all laws, all directions by a Regulatory Authority, and all reasonable directions by us.

Our Acceptable Use Policy

- 4.2 You, and any person who accesses your Service with your express or implied authority, must not use, or attempt to use, the Service in any way which breaches our Acceptable Use Policy.

Your responsibility

- 4.3 You are responsible for and must pay for any use of the Service, including:
 - (a) any unauthorised use, except for any unauthorised use that has arisen as a result of our negligent or wrongful act or omission;
 - (b) any use of the Service by any person that you have expressly or impliedly allowed to use the Service; and
 - (c) if you vacate the Premises and do not either disconnect the Service or transfer legal responsibility for the Service in accordance with clause 17.1, any use of the Service after you have vacated the Premises.

Testing and Interception

- 4.4 You authorise us to scan or conduct any assurance testing of the security of the Network and/or your Service (including Your Equipment and any IP address ranges

allocated to you in connection with the Service) for the purposes of helping you improve the security of the use of your Service, but we are not obligated to do so.

- 4.5 You acknowledge that to the extent permitted by law, we may intercept communications over the Service.
- 4.6 We (or our Suppliers) may (but are not obligated to) monitor your usage of the Service and communications sent over it for the purposes of ensuring:
- (a) your compliance with our CRA;
 - (b) compliance by us or our Suppliers with the law; or
 - (c) compliance with any request or direction of a Regulatory Authority, a law enforcement authority or other authority.

Peak and Off Peak periods

- 4.7 Peak and Off Peak periods on some Service plans are used to manage the volume of traffic on the Network at different times helps us to maximise the performance of the Network.

For plans that specify separate Peak and Off Peak allowances, your total data allowance is split into the maximum you can download during the Peak hours of the day; and the maximum you can download during the Off Peak hours of the day. The Peak and Off Peak periods are different for each product plan as described under the relevant plan in the Pricing Schedule.

Network Optimisation

- 4.8 You must not connect to our Network using a Username and Password other than those provided for your specific connection. A breach of this clause constitutes a material breach of our CRA.
- 4.9 We reserve the right to prioritise applications and the use of those applications, in order to optimise Network performance. Network optimisation is determined by total Network usage, and is not based on your (or any other customer's) use of particular services or applications.
- 4.10 Applications will be prioritised based on whether the performance of the application is time-sensitive (i.e. the need for real-time usage of the application) and whether it requires a minimum throughput speed. Applications such as streaming video, voice, mail, web, virtual private networking (VPN), gaming, video on demand (VoD), Internet protocol television (IPTV) and other similar applications will therefore be prioritised over non-time sensitive applications such as file transfer protocol (FTP) and file Downloading. For example, your VoIP service will be prioritised over any Downloading you do, thereby maintaining the quality of your VoIP service.

Your data

- 4.11 In the course of the Service, we may store your data on storage media. You are responsible for backing up your data.

5. EQUIPMENT

Our Equipment

- 5.1 To enable you to use the Service, we may loan or Rent equipment to you (**Our**

Equipment). Charges for any of Our Equipment that you Rent are invoiced in accordance with Clause 8. Our Equipment may be equipment owned by us or one of our Suppliers.

5.2 Where we provide Our Equipment to you in connection with the Service:

- (a) ownership or title in Our Equipment is not transferred to you; even after the expiry of any contract period;
- (b) you are responsible for Our Equipment from the time it is delivered to you and must pay us for any loss or damage to Our Equipment, except to the extent that it is caused by us or by fair wear and tear;
- (c) you must not remove or obscure any identification marks on any Our Equipment, and comply with all reasonable instructions given by us to protect our ownership of the Our Equipment;
- (d) you must only use Our Equipment in accordance with the manufacturer's specifications and our reasonable written directions;
- (e) you must not part with possession of Our Equipment except to us;
- (f) you must not grant a Security Interest over Our Equipment;
- (g) you must allow us to inspect, test, service, modify, repair, remove or replace Our Equipment, or to recover it after the Service is cancelled;
- (h) you must ensure that Our Equipment is not altered, repaired, serviced, moved or disconnected except by us or our service personnel ;
- (i) you must ensure that you have all necessary consents and approvals (including landlord approval where applicable) necessary for us to deliver, install and maintain Our Equipment at the Premises;
- (j) you must provide adequate and suitable space, power supply and environment for all Our Equipment located on the Premises.

Your Equipment

5.3 You agree that you are responsible for:

- (a) supplying, maintaining and repairing all equipment used in connection with the Service, other than Our Equipment (**Your Equipment**) including telephone access lines, telephone and computer equipment (including modem) and other access device(s) necessary for us to provide the Service to you;
- (b) compliance with all laws and relevant technical standards issued by a Regulatory Authority in relation to Your Equipment; and
- (c) the proper functioning and security of Your Equipment,

and you agree to comply with all reasonable directions given by us in relation to Your Equipment, including in respect of any changes or modifications to Your Equipment that are reasonably necessary in order for you to receive the Service or avoid any danger or harm to Your Equipment or Our Equipment.

Disconnection of Your Equipment

- 5.4 Without limiting any of our rights under clause 12.3, if you do not comply with any of your obligations under clause 5.3, we may disconnect Your Equipment from the Service or require you to do so. We will try to give you reasonable notice before disconnection but may immediately disconnect your Service in an emergency.

Purchased Equipment

- 5.5 Title to the Purchased Equipment passes to you when you pay for it in full and becomes Your Equipment. You will be responsible for the Purchased Equipment from when it is delivered to your nominated delivery address.
- 5.6 Subject to the Consumer Guarantees, if you purchase the wrong equipment, you may exchange it provided that it is returned to us undamaged and complete with all components and with the packaging intact, within 14 days of delivery to your nominated delivery address. To help cover our costs, a restocking fee may apply as specified in the Pricing Schedule.

6. QUALITY AND MAINTENANCE

Standard of services

- 6.1 Subject to the Consumer Guarantees and to clause 14, we aim to provide, but do not guarantee, continuous or fault-free service.

Calls recorded by our customer support centre

- 6.2 You acknowledge that any calls we make to you or you make to us may be monitored or recorded and you consent to us monitoring or recording such calls. If you do not consent to having your calls monitored or recorded, you can email or communicate with us by other means as indicated on our Website.

Maintenance

- 6.3 We may conduct maintenance on any of our Network, Our Equipment, or Facilities, including software and firmware updates. We will provide you with reasonable prior notice of any scheduled maintenance that may cause an Interruption, and we will try to conduct scheduled maintenance outside Business Hours but may not always be able to do so.

Faults caused by You or Your Equipment

- 6.4 Before reporting a fault to us, you must take reasonable steps to ensure that the fault is not a fault in any of Your Equipment. We are not responsible for rectifying any fault in the Service where the fault is caused by you or Your Equipment.
- 6.5 If you report a fault in the Service and ask us to come to the Premises to repair it and, once at the Premises, we determine (in our reasonable opinion) that the Service is not faulty or the fault is associated with Your Equipment rather than the Service, we may charge you an incorrect call-out fee (as specified in the Pricing Schedule) and, if you request us to repair Your Equipment, our reasonable charges for such repair.
- 6.6 We can charge you for repairing a fault if it is caused by:
- (a) your breach of this agreement, or your negligence;
 - (b) someone else using the Service with your express or implied authority

breaches this agreement or is negligent; or

- (c) someone who you have not authorised to use the Service does, or does not do (but only if that person's unauthorised use of the Service occurs due to an intentional, reckless or negligent act or omission by you).

Maintenance of Your Equipment

- 6.7 You are responsible for the proper functioning and security of Your Equipment. You must maintain and repair all of Your Equipment used in connection with the Service.

Spam filtering

- 6.8 You acknowledge that without prior notice to you, we may filter email delivery for Spam to mailbox accounts hosted by us. Due to the nature of spam filtering software, we cannot guarantee that all spam will be filtered and that all non-spam will not be filtered. You will need to monitor filtered email regularly.

Complimentary email account

- 6.9 You may be offered or automatically assigned a complimentary email account in connection with the Service. If you use a complimentary email account, you agree that you will only use the email account in accordance with our Acceptable Use Policy and the terms of our CRA. Subject to the Consumer Guarantees and clause 14, we are not responsible for any loss or damage associated with your use of a complimentary email account. In particular, you understand and agree that, although unlikely, emails stored on our Network may be unintentionally lost or deleted, and it is your responsibility to backup any data you have stored on our Network.

7. CHARGES

Pricing Schedule

- 7.1 The charges for the Service are set out in our Pricing Schedule (or in the terms of an applicable Special Offer under clauses 7.5 and 7.6) and any additional charges are set out in your Application.
- 7.2 You must pay all charges for the Service in accordance with the Service Description and the Pricing Schedule.
- 7.3 We may charge you an additional amount to service, modify, repair, or replace the Service or any equipment you use in connection with the Service, as a result of:
 - (a) a breach of our CRA by you;
 - (b) a negligent or fraudulent act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors;
 - (c) a failure of any of Your Equipment arising out of an act or omission by you, a person with your express or implied authority, or by any of your employees, agents or contractors; or
 - (d) a failure or fluctuation in electrical power supply arising out of an act or omission by you, any person with your express or implied authority, or by any of your employees, agents or contractors,

and we will provide you with details of the additional amount prior to commencing the service repair or replacement.

Special offers

- 7.4 From time to time we may make special offers (**Specials Offers**) in connection with the Service. These Special Offers may be notified in a general advertisement or specifically offered to you and may be subject to certain conditions, including:
- (a) a variation by us of the price or the terms of supply (including any Contract Term); or
 - (b) a requirement that you acquire all relevant Services for a minimum Contract Term and pay a Break Fee if you cancel the Service before the end of that minimum Contract Term.
- 7.5 You may accept a Special Offer in the way notified by us (which may include completing and submitting an Application). If you validly accept a Special Offer, the terms of that Special Offer will prevail to the extent of any inconsistency over those which would otherwise apply in our CRA, and will apply until the expiry of the Special Offer as set out in the Special Offer terms. In all other respects, the terms and conditions of our CRA continue to apply. After the expiry of the Special Offer, the Special Offer pricing and terms will cease to be available and, unless we give you reasonable notice otherwise, the terms of our CRA will apply thereafter.

8. BILLING AND PAYMENT

- 8.1 Unless otherwise agreed or as set out in an Application or Service Description, we will bill you and you will pay for the Services in accordance with our Billing Policy.
- 8.2 It is a condition of us supplying a Service to you that you:
- (a) ensure we have current and valid credit card or direct debit details at all times, and
 - (b) authorise us to direct debit your nominated credit card or bank account for the purposes of paying your bill.
- 8.3 If we do not receive payment from you by other means by the due date, you authorise us to debit your nominated credit card or bank account on the due date on your bill.
- 8.4 If you notify us that you wish to cancel a direct debit authorisation, we will process that request within 3 working days. If you do not provide us with a new direct debit authorisation to replace a cancelled, expired or invalid direct debit authorisation within 5 working days after we've notified you that one is required, we may suspend your Service until such time as you provide us with a new direct debit authorisation.

9. GST AND OTHER TAXES

Other fees, taxes and levies

- 9.1 We may charge you for any other applicable:
- (a) value added taxes relating to the supply of your Service; and
 - (b) taxes (including utilities taxes), levies, fees or similar charged to us (including such taxes on-charged to us by Suppliers) on a per service

basis.

10. PERSONAL INFORMATION

Collection of your Personal Information

- 10.1 You acknowledge that we may collect Personal information about you for the purposes set out in clause 10.4 and in accordance with our Privacy Statement and Credit Information Management Policy, from:
- (a) you directly, when you provide information by phone or in application forms, or when you submit your personal details through our web sites;
 - (b) our employees, agents, contractors, or Suppliers;
 - (c) any iiNet Entity;
 - (d) a credit reporting agency, credit provider or fraud-checking agency;
 - (e) your representatives;
 - (f) other telecommunication and information service providers; and
 - (g) publicly available sources of information.

Disclosure of Your Personal Information

- 10.2 You acknowledge that we may disclose Personal Information about you for the purposes set out in this clause and clause 10.4 and in accordance with our Privacy Statement and Credit Information Management Policy, to:
- (a) our employees, agents or contractors;
 - (b) any iiNet Entity;
 - (c) Suppliers who need access to the Personal Information to provide us with services that enable us to supply the Service to you;
 - (d) a credit reporting agency, credit provider or fraud-checking agency, our professional advisers, including our accountants, auditors and lawyers;
 - (e) other telecommunication and information service providers (for example, if you obtain services from other providers, we may need to disclose your personal information for billing purposes);
 - (f) an Authorised Person or Contact Person;
 - (g) your legal advisers (when you request us to do so); or
 - (h) government and Regulatory Authorities and other organisations, as required or authorised by law (for example, to the operator of the Integrated Public Number Database (IPND), which supplies information for telephone directories and to law enforcement agencies for purposes relating to the enforcement of criminal and other laws.

- 10.3 We may use the Service to communicate with you in relation to your account (including to notify you of your level of usage, remind you of unpaid invoices and to

provide notice of Service suspension or cancellation). You acknowledge that by allowing third parties to access the Service you are consenting to the disclosure to those third parties of any Personal Information included in communications from us to you.

Use of your personal information

10.4 We may collect, use and disclose Personal Information about you for the purposes of:

- (a) verifying your identity;
- (b) assessing your eligibility for our Services;
- (c) assisting you to subscribe to the service of any iiNet Entity;
- (d) providing the services you require from any iiNet Entity;
- (e) administering and managing those services, including billing, account management and debt collection;
- (f) conducting appropriate checks for credit-worthiness and for fraud;
- (g) determining whether to provide to you (or to cease or limit the provision to you of) trade, personal or commercial credit and the ongoing credit management of your account;
- (h) researching and developing our products and services and the products and services of other iiNet Entities;
- (i) business planning;
- (j) providing your Personal Information to the manager of the Integrated Public Number Database (IPND) for the Approved Purposes;
- (k) promoting and marketing the services, products and Special Offers of any iiNet Entity to you, unless you request that we do not use your personal information in this way (for example, by choosing to 'opt-out' at the time your information is collected by us, by unsubscribing, or by calling us); and
- (l) reporting to credit reporting agencies if you fail to make payments due under our CRA by the applicable due dates.

Access to Personal Information

10.5 You are entitled to access your Personal Information held by us, unless we are permitted or required by law to refuse such access.

Failure to supply Personal Information

10.6 If you choose not to provide all or part of the Personal Information we request, we may not be able to provide you with the Services requested by you, or we may limit the provision to you of any Service or personal or commercial credit requested by you.

10.7 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 10 and in accordance with our Privacy Statement. A copy of our

Privacy Statement and our Credit Information Management Policy is available at our offices or on our Website.

11. SERVICE MODIFICATION

Service modification requested by you

- 11.1 If you request a modification to the Service (including an upgrade or downgrade), we will notify you of whether the service modification request is available and of any changes to the charges or additional charges that apply to your modification request.
- 11.2 If we notify you that your requested service modification is available and you accept any applicable changes to the charges or additional charges, then:
- (a) we will implement the Service modification within a reasonable time, which we will notify you of; and
 - (b) any changes to the charges will apply on and from our implementation of the Service modification.

12. CANCELLING OR SUSPENDING THE SERVICE

Cancellation by us with notice

- 12.1 We may, without liability, cancel the Service:
- (a) if there is no Contract Term specified in your Application or the Service Description, at any time by giving 30 days' notice to you;
 - (b) in accordance with clause 1.4, if the Contract Term has expired or is approaching expiry; or
 - (c) if we reasonably determine that it is not technically, commercially or operationally feasible to supply the Service to you, at any time prior to the Service Commencement Date by giving you notice.
- 12.2 Subject to your rights under the Consumer Guarantees, we may cancel the Service if you materially substantiate that the Service has not met or is not meeting your prior expressed expectations or needs and, acting reasonably, we agree that we are not able to provide a Service that meets your prior expressed expectations or needs.

Suspension, cancellation events caused by your default or conduct

- 12.3 We may immediately suspend, cancel or restrict the supply of the Service to you if:
- (a) you fail to pay any amount owing to us by the due date and you fail to pay that amount within 10 days after we give you notice requiring payment of that amount, except that we will not give you such notice in respect of an amount which is validly disputed in accordance with our Billing Policy until after we have completed our investigations in accordance with our Billing Policy;
 - (b) without limiting any other rights we have under this clause 12.3, you breach a material term that is capable of remedy and you do not remedy that breach within 14 days after we give you notice requiring you to do so;
 - (c) you breach a material term (other than a breach which separately gives rise to rights under this clause 12.3) and that breach is not capable of remedy;

- (d) you use the Service in breach of:
 - (A) the Acceptable Use Policy;
 - (B) any of your obligations relating to the use of the Service specified in the Service Description; or
 - (C) applicable law;
- (e) we reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service;
- (f) we reasonably consider a threat or risk exists to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is caused by you;
- (g) you resell the Service or otherwise act as a Carriage Service Provider;
- (h) we reasonably consider you to be an unacceptably high credit risk. If you request, we will review our decision to suspend, cancel or restrict the supply of the Service and notify you of the outcome to that review;
- (i) we are entitled to under another provision of our CRA that deals with your default or conduct;
- (j) to the extent that we are permitted to terminate this CRA under applicable laws, an Insolvency Event occurs in relation to you, your business, or one of your Related Bodies Corporate;
- (k) you vacate the Premises or you die;
- (l) in the case of a partnership, on dissolution or on the filing of an application to dissolve the partnership, we reasonably consider that it is unlikely that we will receive or retain amounts due and payable by you under our CRA;
- (m) you are a business customer and you cease or state that you intend to cease conducting your business; or
- (n) you verbally abuse or harass our staff, or you threaten to harm, attempt to harm or cause harm to our staff or to our property.

Suspension, cancellation events not caused by your default or conduct

12.4 Without limiting any other provision of this CRA, we may immediately suspend, cancel or restrict the supply of the Service to you if:

- (a) there is an emergency;
- (b) a Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us;
- (c) doing so is necessary to maintain, repair or restore any part of our Network or a Supplier's Network used to supply the Service, or for other operational reasons;

- (d) we are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation;
 - (e) providing the Service to you may be illegal or we reasonably anticipate that it may become illegal;
 - (f) a Force Majeure Event prevents us from supplying the Service in accordance with our CRA for more than 14 days; or
 - (g) we reasonably consider that there is a threat or risk to the security of the Service or the integrity of our Network or a Supplier's Network and that threat or risk is not caused directly or indirectly by you.
- 12.5 In the event that we decide to suspend, cancel or restrict the supply of a Service to you under clause 12.4, we will endeavour to provide you with as much notice as is reasonably possible in the circumstances (and unless we are prohibited by law from providing notice).
- 12.6 If we suspend the Service under clauses 12.3 or 12.4, we may later cancel the Service for the same or a different reason (subject to the relevant provisions of our CRA).

Cancellation or suspension by you

- 12.7 Clause 13.3 applies if, for any reason, you withdraw or cancel your Application before the Service Commencement Date.
- 12.8 Except as provided otherwise in the Service Description for your Service, you may cancel the Service, by giving us notice:
- (a) at any time, if there is no Contract Term specified in the Service Description or your Application;
 - (b) if a Contract Term is specified in the Service Description or your Application, at any time after the end of the Contract Term;
 - (c) if:
 - (A) we have breached a material term of our CRA and that breach is not capable of remedy; or
 - (B) we have breached a material term of our CRA and that breach is capable of remedy but we failed to remedy that breach within 14 days after you first gave us notice requiring us to do so, or
 - (d) of at least 14 days where there has been a prolonged Interruption to the Service lasting for more than 10 days, or where you report more than 3 Interruptions within a 12 month period. This clause does not apply to Interruptions which occur because of:
 - (A) clauses 14.6(a) to 14.6(e); or
 - (B) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed at clause 12.4.
 - (e) for any reason before the end of the Contract Term, but you may be required to pay a Break Fee in accordance with clause 13.4(c).

- 12.9 You may ask us to suspend the Service by giving notice to us. We will try to do so within a reasonable period if it is a Service for which suspension is an option. Any charges applicable during a suspension under this clause 12.9 are set out in the Service Description for that Service. We can reasonably limit the length of time that a Service can be suspended by you. ADSL Services cannot be suspended.

13. CONSEQUENCES OF SUSPENSION AND CANCELLATION

Consequences of suspension

- 13.1 If a suspension of the Service occurs under this CRA:
- (a) as a result of an actual or suspected material breach by you, the suspension will continue until the relevant breach is remedied, or you demonstrate to our reasonable satisfaction that you are not in breach; or
 - (b) for any other reason, We will use our reasonable endeavours to recommence supply of the Service as soon as practicable and if it is not practicable, we will endeavour to facilitate a transition for you to an alternative Service.

Reconnection after cancellation

- 13.2 If you request that we reconnect a Service that has been cancelled and we do so, you may have to pay us a reconnection fee. You will not be required to pay a reconnection fee if the Service was cancelled pursuant to clause 12.4, 12.8(c) or 12.8(d) or due to our fault or negligence.

Consequences of Application withdrawal

- 13.3 If we withdraw your Application in accordance with clause 3.3, or you withdraw or cancel your Application before the Service Commencement Date, you must:
- (a) pay us an amount that we determine (acting reasonably) is fair and reasonable in the circumstances, provided that such amount will not exceed the total costs incurred or committed to by us in respect of the provisioning and installation of the Service as at the date of cancellation;
 - (b) pay the full price for all Purchased Equipment that we have supplied to you. Any discounts offered on the Purchase Equipment that we provided on the condition that you acquire the Service for the full Contract Term are revoked. We may, for certain Services, provide you with an option to return the Purchased Equipment to us;
 - (c) return to us, at your cost, all of Our Equipment; and
 - (d) pay a reasonable price for all Our Equipment that has not been returned to us in the same condition that the Equipment was in when the Equipment was supplied to you (allowing for fair wear and tear).

Consequences of Service cancellation

- 13.4 Subject to clause 13.5, on cancellation of your Service you must:
- (a) immediately cease using the Service;
 - (b) pay for all charges incurred in relation to the Service up to the date of

cancellation. Charges may include usage charges, installation costs, new development fees, delivery fees, call-out fee and other charges as described in the Service Description, Critical Information Summary or on our website;

- (c) if the Service is cancelled during its Contract Term, pay the applicable Break Fee;
 - (d) if the Service is cancelled during its Contract Term, pay the full price for all Purchased Equipment that we have delivered to you. Any discounts offered on the Purchase Equipment that we provided on the condition that you acquire the Service for the full Contract Term are revoked. For certain Services, we may provide you with an option to return the Purchased Equipment to us;
 - (e) pay any outstanding amounts for all Purchased Equipment that we have supplied to you;
 - (f) return to us, at your cost, all of Our Equipment;
 - (g) pay a reasonable price for all Our Equipment that has not been returned to us in the same condition that the Equipment was in when the Equipment was supplied to you (allowing for fair wear and tear); and
 - (h) return to us, at your cost, all of our materials (including any software) that are on the Premises or in your possession or control.
- 13.5 Clauses 13.4(c) and 13.4(d) do not apply to Service cancellations under clauses 1.4, 12.2, 12.4, 12.8(c) or 12.8(d) of these General Terms.
- 13.6 If the Service is cancelled under clause 12.4, then:
- (a) we will refund to you the balance (if any) of any charges or other money paid in advance to us under the Agreement in respect of the terminated Service after deducting all amounts payable to us; and
 - (b) we may refund, in whole or in part, any upfront or equipment costs that you have paid to us in connection with the terminated Service where we determine that it is fair and reasonable to do so in all the circumstances.
- 13.7 If there is credit (excluding any goodwill credit we have provided) remaining on your account at the time of cancellation of the Service or Application (as applicable), you will receive the credit (less any costs under clause 13.3 or 13.2 (as applicable) and Handling Fees - however we will not charge any Handling Fees unless the Service is cancelled under clause 12.3) via the payment method listed on your account, the method through which you last made a payment to us or otherwise notified to us (except cheque). Except where clause 13.4 applies and subject to your rights under the Consumer Guarantees, delivery fees are not refundable.
- 13.8 Unless our CRA expressly states otherwise, each person's accrued rights and obligations are not affected.
- 13.9 The parts of our CRA which are by their nature intended to survive cancellation will continue unaffected, including clause 3.1 (Access), clause 3.2 (Owner's permission), clauses 5.2 to 5.4 (Equipment), clause 8 (Billing and Payment) and our Billing Policy, clause 9 (GST and Other Taxes), clause 10 (Personal Information), this clause 13 (Consequences of Suspension and Cancellation), clause 14 (Our liability to You),

clause 15 (Your Liability to Us), clause 16 (Telephone Numbers and Public Addressing Identifiers), clause 17 (Assignment and Subcontracting), clause 18 (General) and clause 20 (Definitions and Interpretation).

Deletion of Data

- 13.10 Where a Service has been terminated or cancelled for any reason, we may delete all of your data from any storage media related to the cancelled Services.

14. OUR LIABILITY TO YOU

Consumer Guarantees

- 14.1 We agree to provide the Service to you subject only to the terms, conditions and warranties contained in the CRA and any non-excludable rights you have under the Australian Consumer Law, including in particular under any applicable Consumer Guarantees. Any liability that we might otherwise have to you under any implied terms is expressly excluded.

Limitation of liability

- 14.2 Where we are not permitted to exclude our liability for any loss or damage in connection with our breach of a Consumer Guarantee, but are permitted to limit our liability for such a breach, then, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited to:

- (a) if the breach relates to the supply of Our Equipment or Purchased Equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
- (b) if the breach relates to the supply of a Service, resupplying the Service or payment of the cost of having the Service resupplied.

- 14.3 The limitations of liability in clause 14.2 do not apply to:

- (a) a breach of the Consumer Guarantees relating to clear title, undisclosed securities and undisturbed possession under sections 51 to 53 of the Australian Consumer Law;
- (b) a breach of any Consumer Guarantee relating to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption;
- (c) personal injury (including illness and disability) or death; or
- (d) the loss, destruction or damage to, or loss of use of tangible property.

Interruption to the Service

- 14.4 Subject to clause 14.6, in the case of Interruptions to the Service:

- (a) you are entitled to a refund or rebate for the period of the Interruption if a rebate or refund formula for Interruptions is specified in the Service Description for the Service; or
- (b) if there is no rebate or refund formula in the relevant Service Description,

then we accept that we may be liable to you up to an amount equal to the proportion of the fees paid or payable by you for the period that you were unable to use the Service as a result of the Interruption.

- 14.5 In addition to your rights (if any) under clause 14.4, you may be entitled under the Australian Consumer Law to compensation for any reasonably foreseeable loss incurred if the Interruption is caused by our breach of a Consumer Guarantee.
- 14.6 Clauses 14.4(a) and (b) do not apply to Interruptions which occur because of:
- (a) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clause 12.3;
 - (b) a fault or other event which may reasonably be attributed directly or indirectly to Your Equipment;
 - (c) your acts or omissions;
 - (d) the acts or omissions of a Supplier that owns or operates the Network used in whole or part to supply the relevant Service, to the extent that the Supplier is not liable to us for the Interruption; or
 - (e) scheduled maintenance to our Network, a Supplier's Network, Our Equipment or Purchased Equipment outside Business Hours, or lasting for less than 1 hour during Business Hours.
- 14.7 Except for liability which is expressly accepted by us under this clause 14 and any liability we have under the Australian Consumer Law (including the Consumer Guarantees) that cannot be excluded, we exclude all other liability to you (whether based in contract, tort (including negligence), statute or otherwise) for any Interruptions to the Service.
- 14.8 To receive the rebate or compensation set out in clause 14.4, you must contact us and inform us of the Interruption.

Contributory Loss

- 14.9 Each party's liability for any loss, cost, liability or damage suffered or incurred by the other under or in connection with our CRA or the Service (whether based in contract, tort (including negligence), statute or otherwise) is reduced to the extent that the other party's acts or omissions or Your Equipment (in the case of liability of you) or Our Equipment (in the case of liability by us) caused or contributed to that loss, cost, liability or damage.

Consequential Loss

- 14.10 Without limiting your rights at law, each party excludes any liability to the other party for any Consequential Loss suffered or incurred by the other party, provided that nothing in this clause excludes your liability to us for any fees or charges under this Agreement.

Acts of a Supplier

- 14.11 We accept liability to you for the acts of our agents in accordance with the principles of vicarious liability at common law. The Australian Consumer Law (including the Consumer Guarantees) imposes obligations on us that cannot be excluded, including obligations on us that arise as a result of the acts or omissions of our Suppliers.

Force Majeure Event

- 14.12 Subject to your rights under the Australian Consumer Law, which we do not exclude, we and you are not liable for failing to comply with any of our obligations under our CRA if a Force Majeure Event occurs which prevents us or you (as applicable) from performing those obligations.

15. YOUR LIABILITY TO US

Joint customers

- 15.1 If you and one or more others are the customer for a Service, each of you is jointly and individually responsible for all charges and other obligations relating to that Service.

Indemnity

- 15.2 You must pay us for any loss, damage, cost or liability including reasonable legal costs (but excluding any Consequential Loss) (**Losses**) we suffer or incur relating to:

- (a) the use (or attempted use) of the Service; or
- (b) equipment used in connection with the Service,

arising out of your (or any person acting with your express or implied authority) breach of this CRA or negligent acts or omissions. Your obligation to pay us under clause does not apply to the extent that we caused or contributed to the Loss. We will take reasonable steps to mitigate our Loss.

- 15.3 You must pay us for any Losses we suffer or incur as a result of or in connection with suspension or disconnection of your Service resulting from your default or conduct, including Losses suffered or incurred by us as a result of a claim against us by any third party that relates to our suspension or disconnection of your Service. Your obligation to pay us under clause 15.3 does not apply to the extent that we caused or contributed to the Loss.
- 15.4 You must ensure that any person who you allow to use the Service, or to whom you ask us to supply the Service directly, complies with our CRA as if they were you in relation to their use of the Service.

16. TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

- 16.1 The *Telecommunications Number Plan 1997* (Cth) sets out rules for issuing, transferring and changing telephone numbers. You and we must comply with the Telecommunications Number Plan.
- 16.2 In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name (**Public Addressing Identifiers**). You must comply with the requirements of any Regulatory Authority or other body which administers Public Addressing Identifiers.
- 16.3 You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.

16.4 You acknowledge and agree that:

- (a) we do not control the allocation of Public Addressing Identifiers;
- (b) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
- (c) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

17. ASSIGNMENT AND SUBCONTRACTING

17.1 Subject to clause 17.2, neither party may assign or transfer or otherwise deal with any of their rights or obligations under this CRA the other party's prior written consent.

17.2 We may assign our rights or, provided we are reasonably satisfied that the novate has the ability to perform our obligations under the CRA, novate our rights and obligations under the CRA to a Related Body Corporate or to any purchaser of all or a substantial part of our business. You consent to any assign or novation by us in accordance with this clause.

17.3 We may perform any of our obligations under the CRA by arranging for them to be performed by another person. We will still be responsible for the performance of the obligations.

18. GENERAL

Notices

18.1 A notice, approval or consent to be issued under the CRA must be in writing, except for variations by us, for which notice can be given in accordance with the *Telecommunications Act* (set out in clause 1.3). 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 you last provided to us at the time we send the notice (as, under clause 2.4, you are required to update us if those details changed).

Waiver

18.2 If we or you have a right arising out of your breach of our CRA and we do not exercise that right, we or you (respectively) do not waive that right or any other obligation unless we or you do so in writing.

Severance

- 18.3 If a provision of CRA is void, voidable or unenforceable in any jurisdiction, it will be severed and the remainder of our CRA will not be affected.

Intellectual Property

- 18.4 You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

Software

- 18.5 You must comply with the terms and conditions of the software licences which apply to the use of any software supplied by us in connection with a Service (including software supplied with Our Equipment, such as modems) at the time that we provided you with the software and which you can reasonably access.

Authority

- 18.6 If you have a business Service, 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 tell us that they are authorised to provide that consent on your behalf. For residential Services, you must inform us if you want another person to have authority to access or make changes to your Service or account (in accordance with clauses 1.10 and 1.11 above). We will not let another person access your account unless we have received your authority to do so.

Governing Law

- 18.7 Our CRA is governed by the laws of the Commonwealth of Australia and the laws of the State or Territory:
- (a) in which you ordinarily reside; or
 - (b) of your main business location, if you are a business customer,
- (as stated in your Application) (**Your State**). You and we agree to submit to the exclusive jurisdiction of the courts of the Commonwealth of Australia and Your State, and any courts of appeal from these courts.

19. WHAT IS THE FAIR CONTRACT GUARANTEE?

When you agree to a fixed term contract, you are agreeing to retain your service for a set period of time called the Contract Term. However, our fair contract guarantee ensures you always have access to our best plans.

The fair contract guarantee allows you to change up and down between plans at any time without breaking your Contract Term.

If you choose to end your contract before the Contract Term, you may be required to pay a Break Fee.

20. DEFINITIONS AND INTERPRETATION

- 20.1 In our CRA:

Acceptable Use Policy means the document forming part of this CRA that describes our policy on excessive, unreasonable, prohibited or otherwise unacceptable use of the Service, available on our Website.

Application has the meaning given to it in clause 2.1.

Approved Purposes means:

- (a) providing directory assistance services;
- (b) providing operator services or operator assistance services;
- (c) publishing and maintaining public number directories;
- (d) providing location dependent carriage services;
- (e) the operation of emergency call services or assisting emergency services under Part 8 of the *Telecommunications (Consumer Protection and Service Standards) Act 1997*;
- (f) assisting enforcement agencies or safeguarding national security under Parts 14 and 15 of the *Telecommunications Act 1997* or any other applicable legal requirement;
- (g) verifying the accuracy of information provided by the data provider and held in the Integrated Public Number Database against the information the data provider holds;
- (h) undertaking research of a kind specified in the *Telecommunications IPND - Permitted Research Purposes Instrument 2007*;
- (i) assisting the Australian Communications and Media Authority, or its nominee, to verify the accuracy and completeness of information held in the IPND; and
- (j) any other purposes where permitted by the *Telecommunications Act 1997*, and any other applicable laws.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010*.

Authorised Person has the meaning given to that term in clause 1.5.

Billing Policy means the billing policy for the relevant iiNet Entity provided in the Pricing Schedule, or in the case of Internode only the Billing Policy provided at <https://www.internode.on.net/pdf/legal/cra/internode-billing-policy.pdf>.

Break Fee means any applicable cancellation fee or termination charge (if any) that is payable when a Service is terminated during its Contract Term, as may be set out for a particular Service in the Service Description, or if not specified in the Service Description, the Application, Billing Policy or Pricing Schedule.

Business Further Terms and Conditions means the document of that name available on request from us to some business customers who receive certain business Services that contains service level targets (including an availability guarantee) in the relevant Service Description provided for such Services.

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in the capital city of the State or Territory of Australia in which the Service is provided.

Business Hours means 9 am to 6 pm (in the local time of the place where the Service is provided) on Business Days.

Carriage Service Provider has the meaning given by section 87 of the *Telecommunications Act 1997* (Cth).

Consequential Loss means:

- (a) loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than cost of repair or replacement), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages; and
- (b) any penalties or fines imposed by a Regulatory Authority,

in connection with or arising under this CRA, whether based in contract, tort (including negligence) or otherwise. For the avoidance of doubt, Consequential Losses excludes reasonably foreseeable loss.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contact Person has the meaning given to that term in clause 1.6.

Contract Term means the minimum contract term specified in your Application, which commences on the Service Commencement Date, or, if no contract term is specified in the Application, then there will be no minimum contract term.

Credit Information is as defined in section 6N of the *Privacy Act 1988* (Cth). It includes

- (a) personal identifying particulars including your name, gender, current address (and your previous two addresses), date of birth, telephone number, mobile number, banking details, credit card details, name of employer and drivers licence number;
- (b) your application for credit or commercial credit – the fact that you have applied for credit and the amount;
- (c) the fact that we are a current credit provider to you and any credit limit on your account;
- (d) payments which are overdue by more than 60 days and/or for which debt collection action has started;
- (e) advice that your payments are no longer overdue in respect of any default that has been listed;
- (f) the fact that, in our opinion, you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);

- (g) information about any payments, including cheques, credit cards and direct debits, which have been dishonoured;
- (h) court judgments or bankruptcy orders made against you; and
- (i) the fact that we have ceased providing the Service to you (and the timing of that cessation of service).

Credit Rating means information about your credit worthiness, credit standing, credit history or credit capacity that credit providers may give to each other under the *Privacy Act 1998* (Cth).

Customer Service Guarantee or **CSG** means any performance standards issued under Part 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).

Download or **Downstream** means data that is inbound (i.e. incoming to your internet connection).

Force Majeure Event means any event outside that person's reasonable control, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation (including the Telecommunications Legislation) or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party (including any Regulatory Authority or Supplier).

Handling Fee means a fee incurred by us to provide you with a refund which is payable by you on a pass-through basis.

iiNet Entity means iiNet Limited (ACN 068 628 937) or Related Body Corporate of iiNet Limited.

iiNet, we, us, our means the iiNet Entity named in your Application.

Insolvency Event means you or we:

- (a) become insolvent or are under administration (each as defined in the *Corporations Act 2001* (Cth));
- (b) have a controller or administrator appointed (each as defined in the *Corporations Act 2001* (Cth));
- (c) are in liquidation, in provisional liquidation, or have a receiver appointed to any part of your property (as defined in the *Corporations Act 2001* (Cth));
- (d) the party is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (e) become unable to pay your debts as and when they are due; or
- (f) become bankrupt.

Interruption means an outage of the Service or the Service is severely degraded.

Legacy Service means the Service defined in clause 1.4.

Material Terms means, in the context of clause 2 only, those terms and conditions we read out to you over the telephone.

NBN Co means NBN Co Limited (ACN 136 533 741) or its Related Bodies Corporate.

Network means our or our Supplier's telecommunications network, including equipment, facilities or cabling.

Our Equipment has the meaning set out in clause 5.1.

Off Peak means the hours of the day when your data usage is counted towards your Off Peak quota allowance.

Peak means the hours of the day when your data usage is counted towards your Peak quota allowance.

Personal Information is as defined in section 6 of the *Privacy Act 1988* (Cth). It means information or an opinion about an individual, whether the information or opinion is true or not. Generally this includes your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, identity documents and your Credit Information and Credit Rating.

PPSA means *Personal Property Securities Act 2009* (Cth) and any regulations made at any time under it, as amended from time to time;

PPSA Security Interest means a security interest within the meaning of the PPSA.

Premises means the location(s) to which we supply the Service (other than mobile Services).

Pricing Schedule means the document of that name which appears on our Website. For Internode only, "Pricing Schedule" means the pricing information specified on the Website in relation to the Service.

Privacy Statement means the Privacy Policy on our Website, as updated from time to time.

Purchased Equipment means any equipment that you purchase from us for use in connection with a Service.

Regulatory Authority means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, Communications Alliance, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001* (Cth).

Renewal Period means the duration of each successive period during which a Service will continue to be provided after the expiry of the Contract Term unless cancelled in accordance with this Agreement, as specified in the relevant Service Description, or if no such period is specified, monthly.

Rent means to pay an amount for the use of a product for an agreed period of time during which, ownership of the product is not passed. The product is returned at the end of the period.

Security Interest means:

- (a) a mortgage, pledge, lien, charge, assignment by way of security, hypothecation, secured interest, title retention agreement, preferential right, trust arrangement or other arrangement (including, without limitation, any set-off or flawed-asset arrangement) having the same or equivalent commercial effect as a grant of a security;
- (b) to the extent not included within paragraph (a), a PPSA Security Interest; or
- (c) an agreement to create or give any arrangement referred to in paragraph (a) or (b) of this definition.

Service means the service requested by you in your Application. The Service is described in the relevant Service Description, and encompasses any related goods (including Our Equipment and Purchased Equipment) and ancillary services provided to you by us in connection with that Service.

Service Commencement Date means the date on which the Service is ready for use.

Service Description means the document forming part of this CRA describing the Service and setting out specific terms and conditions for the Service. The Service Descriptions can be accessed at <https://www.iinet.net.au/about/legal/cra/>.

Special Offer has the meaning set out in clause 7.4.

Supplier means any supplier of goods or services (including interconnection services) that may be used directly or indirectly by us to supply the Service.

Telecommunications Act means the *Telecommunications Act 1997* (Cth)

Telecommunications Legislation means the *Telecommunications Act 1997* (Cth), the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) and Part XIB, Part XIC and related provisions of the *Competition and Consumer Act 2010* (Cth), each as amended or replaced from time to time.

Usage means the amount of time generated or data Downloaded and uploaded by your Internet access.

You means the customer who makes the Application and where two or more persons have applied, means those persons individually and every two or more of them jointly (and “your” will have a corresponding meaning).

Your Equipment has the meaning set out in clause 5.3.

Warranty Information Statement means the document forming part of this CRA which describes your rights with respect to some equipment we supply to you, the warranty periods that apply and how to claim under the warranty.

Website means the website of the iiNet Entity named on your Application, as listed below:

- (a) iiNet: <http://www.iinet.net.au/>
- (b) Westnet: <http://www.westnet.com.au/>
- (c) Internode: <http://www.internode.on.net/>

20.2 Unless the context otherwise requires:

- (a) undefined words and expressions have the same meaning as in the Telecommunications Legislation.
- (b) the expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assigns and novatees.
- (c) a reference to a person includes a reference to a person, firm, corporation or other legal entity.
- (d) a term which is defined in any part of our CRA has the same meaning in every other part of our CRA.
- (e) the singular includes the plural and vice versa.
- (f) different grammatical forms of the same word have the corresponding meaning.
- (g) a reference to a clause is to a clause in the General Terms, unless otherwise stated.
- (h) the words 'including', 'includes' or 'for example' or similar expressions are not words of limitation.
- (i) a "reasonable" notice period means a period which is reasonable in the circumstances taking into account technical, operational and commercial issues.