

BUSINESS SERVICE TERMS & CONDITIONS

Telephone Techniques (Wagga) Pty Ltd T/A TTNBN ABN 13 622 988 309 V1.1 January 2018

TTNBN contracts to supply communications services and/or equipment to you by way of a standard form of agreement, the terms and conditions of which will apply to all Business Customers who are end users of the services.

- i) All rates and fees are in Australian dollars
- ii) All rates and charges are ex GST unless specified differently
- iii) Prices quoted do not include any on-site costs unless specified
- iv) Call charges shall apply for any answered call whether the called party is an answering machine, disconnected service, wrong number, service switch-off announcement or actual conversation. The call charge begins when the call is answered and ends when the call is terminated
- v) All prices quoted for goods are ex-works and are exclusive of GST, Packing, Freight (International and Local), Insurance, Duty, Installation & Training, and any other costs unless expressly specified to the contrary in writing.
- vi) TTNBN will conduct a rate review every twelve months and will advise the Customer any variation of the call rate within fourteen (28) working days' notice before the rate change takes effect. Any rate change will only affect customers who are not currently in contract. The continuation of the use of the Service constitutes an acceptance of the revised call rates.

Service Provision

- i) We agree to supply you and you agree to acquire the services and/or equipment based on the General Terms and Conditions of the Order Confirmation and on the specific terms and conditions set out in this Agreement;
- ii) This Agreement for supply of Business Services will become effective on the day the Order Confirmation Form is signed and will continue for the minimum term and then on a monthly basis;
- iii) Upon signing this Agreement, the Customer gives TTNBN the authority to order the equipment, if any, and services and agrees to pay any costs associated with the equipment and services;
- iv) The Customer shall nominate a contact person at each installation location, inform them of the impending installation and have them instruct the installer of the exact location for installation of the services at those sites;
- v) You acknowledge that we may provide the Service using a combination of TTNBN facilities and access tails or facilities supplied by another supplier(s) used to complete supply of the service to you;
- vi) The installation target for the provision of new TTNBN voice and broadband Internet data services is 2-3 working weeks. We will use reasonable endeavours to meet your delivery date for supply of the service to you but we do not represent or warrant that we will deliver the service by that date.

- vii) You acknowledge and agree that before commencing supply of the service we may, as reasonably determined by us, need to modify or install equipment and make arrangements with other suppliers for the provision of the service;
- viii) TTNBN reserves the right to vary the method of provisioning the services and the equipment used to provide the service. However any such variation will not impair the provision of the services to the Customer
- ix) You must comply with any reasonable instructions given by us and provide all information and assistance reasonably required by us in a timely manner, in order to enable us to comply with any request or direction of a government agency, emergency services organisation or other competent authority for reasons of health, safety or the quality of the service;
- x) TTNBN does not guarantee to provide customers with static IP addresses which may change for reasons outside of TTNBN control.
- xi) TTNBN reserves the right to provide its services to any customer at its absolute discretion. If we decide not to supply TTNBN's products and services to a customer, we shall refund any monies paid for the services that have not been used. The customer shall not be entitled to any form of compensation whatsoever in respect of such cessation, whether for loss of revenue or otherwise.

Service Activation

- i) TTNBN's services will only be activated upon agreeing to this Agreement and signing an Order Confirmation. The credit application process may need to be completed for post paid customers before service activation.
- ii) Upon signing the Order Confirmation, customers are required to pay in full the equipment costs and any initial one-off charges before service activation.
- iii) Customers shall pay for the installation and recurring fees for the broadband link service once the installation is completed regardless of whether the broadband links are carrying live traffic
- iii) Customers shall pay for the recurring fees for the VoIP services once the PABX is activated and the handsets have been delivered, regardless of whether the handsets are connected or registered to the PABX

Public IP Address

If a customer requires more than one public IP address, it is a requirement of APNIC that customer is to provide to TTNBN a basic network diagram and a brief description how the additional IP address (es) are intended to be used. This information will be kept on file in case APNIC performs an audit.

Use of Service

- i) You or your customer must not use or permit any use of the service: 1. to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature or otherwise contrary to law or any applicable code of conduct; 2. in any manner which constitutes a violation or infringement of any duty or obligation on contract or tort or otherwise, to any third party; 3. or in, or in relation to, the commission of an offence against any applicable law.
- ii) The Customer is responsible for all usage charges in respect of the use of the services whether or not such usage was authorized. It is the Customer's responsibility to maintain the security of the means of access to the Services and ensure unauthorized use does not occur.
- iii) TTNBN does not accept any responsibility for call charges as a result of customer's privately maintained PBX phone system being compromised. The customer is solely responsible for the security of the phone system and hardware to prevent PBX hacking or Toll Fraud.
- iv) Other than as specifically provided in this Agreement and Order Confirmation, TTNBN Pty Ltd shall not be obliged to maintain or upgrade hardware or software to the customer
- v) TTNBN will pass all third party suppliers' hardware, software and service warranties to the Customer

Fair Use Policy for Unlimited Plans

Any of TTNBN's Service Plans that offer unlimited minutes of calls ("Unlimited Plans") are for reasonable business use of the Customer only. Such use shall not include certain activities including, but not limited to, any of the following ("Reasonable Business Use"):

- i) Autodialing, continuous or extensive call forwarding, use of virtual extensions for regular business use, continuous connectivity, fax broadcast, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), call centre operations, junk faxing, fax spamming, calling/faxing any person (through the use of distribution lists or otherwise) who has not given specific permission to be included in such a process or any other activity that would be inconsistent with reasonable business usage.
- ii) Any other use resulting in improper usage patterns, including but not limited to dialling patterns wherein the Customer's inbound or outbound minutes exceeds 80% of the aggregate usage and/or average minutes per seat are in excess of 90% of all TTNBN customers.
- iii) If TTNBN determines, in its sole discretion, that the Customer is not using the Unlimited Plans for Reasonable Business Use, TTNBN reserves the right to immediately: charge the Customer for the current per-minute rate for any usage determined to be outside of Reasonable Business Use and (b) to terminate or modify the terms of the Product for that Customer.

Service Level

- i) TTNBN will use reasonable endeavours to maintain service levels and will undertake to provide the service using all the reasonable skill and care of a competent carriage service provider; Performance targets:
 1. TTNBN guarantees 99.9% network availability
 2. TTNBN targets 85% of your support calls within 120 seconds
 3. TTNBN guarantees 99.9% availability of customer equipment that is under a TTNBN maintenance agreement. Availability means a measurement of the percentage of the voice service that is operative.
- ii) When network availability is compromised in excess of one hour during a calendar month, the customer may receive a Service Rebate for the downtime.
- iv) Where you report faults with the service, we will promptly perform, or arrange to be performed, appropriate tests to determine the location and cause of any fault. You must provide all necessary assistance to enable location and repair of any fault which is our responsibility or the responsibility of an outside supplier whose the network TTNBN is interconnected to;
- v) Where we determine, acting reasonably, that there is a fault within the TTNBN service, we are responsible for correcting the fault;
- vi) We resell broadband links from other providers. The service level is in accordance with the Service Level Agreement provided by the respective providers.
- vii) The performance of the broadband links provided is subject to the quality and conditions of the physical lines and the distance from the local exchange.
- viii) We are responsible for the network performance up to the point of demarcation. The service level and quality beyond the demarcation point is the responsibility of the customer.

ix) We provide free basic technical support remotely during business hours between 8.30 to 5.00pm, Monday to Friday (excluding public holidays) AEST for the part of the network service that we provide, and do not provide support for any part that is not supplied by TTNBN.

x) For after-hours and weekend support, TTNBN will charge an after-hour support fee per request, and undertakes to respond back to the customer within an hour. The time taken to resolve the problems/faults may take longer than this.

xi) There will be a fee charged for on-site technical support by TTNBN staff. The fee must be agreed before TTNBN staff goes on-site. If it is not agreed in writing it will be charged at \$145 Inc GST per hour plus travel costs.

xii) We are not responsible for any fault which is within the network of any interconnected other supplier. We will notify that other supplier of the fault and request that the fault be corrected promptly but will bear no further liability or responsibility.

xiii) The following exclusions are applicable: 1.unavailability due to customer environmental issues such as lack of air conditioning and power brown-out or outage at the Customer site will not be accepted 2.unavailability due to excessive traffic as a result of activity such as spamming, virus attacks and denial of service will not be accepted 3.major cable cuts, acts of god, war, Government directions and strikes and lock-outs are excluded from the service level targets xiv) Where payments to TTNBN for equipment and/or services are overdue the Customer will not be entitled to claim a rebate for network unavailability.

Service Order Cancellation

TTNBN will refund the customer premises equipment only if customer cancels the service within 10 days of customer's order confirmation date. The refund is subject to the following conditions:

i) the service order cancellation is received in writing
ii) the equipment has been purchased directly from TTNBN with proof of purchase

iii) the equipment has not been damaged or tampered with in any form
iv) the original packaging remains intact v) customer pays a restocking fee of 20% of the equipment value, and
vi) Customer pays for the freight of the equipment to TTNBN Wagga Office

vii) Once off set-up fees and other charges are not refundable.

Termination

i) After expiration of the contracted term, either party may terminate the supply Agreement by giving 30 day written notice to the other, provided that such notice does not take effect on any day other than the last day of the billing period.

ii) You may terminate the service at any time prior to expiry of the Contracted Term by: giving us 30 days written notice of your intention to terminate, provided that such notice does not take effect on any day other than the last day of a calendar month paying us all outstanding fees and charges incurred by you until TTNBN receives a written notice from you; and paying us an amount calculated by multiplying the minimum monthly fee, payable by you under this Agreement, by the remaining months of the Contracted Term plus any fixed costs and the cost of the equipment, if applicable. The remaining months are calculated from the date the service agreement is signed by the customer

iii) We will not refund any equipment, any costs and payments if you terminate the service agreement. We may without liability terminate the supply of the service or part of the service to you with immediate effect if: a. you default in the payment of any charges by the due date and fail to remedy such default within 14 days of written notice from us b. you default in the performance or observance of any obligation under this Standard Agreement and, in the case of a breach capable of remedy, you fail to correct that breach within 14 days of written notice from us c. we reasonably suspect fraud or misuse of the service on your part

iv) Either party may at any time without liability terminate this Agreement, with immediate effect from the date of service of a notice (or with effect from such later date as the Affected Party may nominate in such notice), if an Insolvency Event occurs with respect to the other party. On termination for any reason all charges and other amounts owing by you to us shall become immediately due and payable. Although we will endeavour to give you as much notice as reasonably practicable, we may, without liability, suspend the service immediately (including without notice): if we are required to comply with an order, instruction or request of a government agency, emergency services organisation or other Australian government authorities, if we are required to undertake emergency repair, maintenance or service of any part of the TTNBN service facilities, if it is reasonably required to reduce or prevent fraud or interference within the TTNBN service facilities; or as an alternative to the exercise of our rights of termination under this Agreement. On termination the Customer's right to use the Services ceases immediately. The Customer agrees to not hinder TTNBN in doing all things necessary to recover and remove TTNBN equipment from the Customer premises. Termination will not affect any rights or liabilities that have already accrued to either party nor will it affect any provision which is expressly or by implication intended to operate after

termination.

Service Re-location

i) Customer is liable for fees & charges payable in relocating its TTNBN VoIP and/or broadband Internet services to another location required by customer.

ii) Customer is solely responsible for any materials and labour man-hours which may be required to effect the re-location.

iii) Customer's service agreement with TTNBN shall re-start with the same period as before the re- location.

iv) Should broadband service not be available in the new location for whatever reasons, customer is liable to pay a cancellation fee.

Billing

i) We will endeavour to invoice you monthly but reserve the right to bill at different intervals. We will provide you with a breakdown of the fees and charges payable in each invoice. Our records will be conclusive evidence of usage of the service and the charges payable by you. Notwithstanding this, you may dispute an invoice you reasonably believe that you are not liable to pay the charges because of an inaccuracy, omission or error in the invoice. For the avoidance of doubt, this does not affect your obligation to make payment in full by the due date. If the parties agree that the dispute is valid, your account will be credited the relevant amount.

ii) We will invoice for, and you will be liable for all charges in respect of the service commencing on and from the service start date.

iii) Unless otherwise expressly stated in the Agreement or Order Confirmation, we will bill you: a. in advance for installation and hardware related charges; b. in advance for recurring services; and c. in arrears for call charges.

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

v) We reserve the right to re-issue any bill if any error is subsequently discovered.

vi) You are liable for all charges whether or not you authorised the particular use of the service by another person and you will continue to be liable for the charges if you allow another person to occupy your premises or use the service.

vii) Invoices shall be deemed to have been received by customer on the date the invoice is generated.

Billing Dispute

i) In the event that a Customer disputes part or whole amount of any invoice, the Customer shall send notice to TTNBN in writing (via email or letter) setting out the objection to the disputed amount within seven (7) working days in receipt of the said invoice. Such notice shall contain the following information: date and number of disputed invoice amount in dispute reason for dispute; and supporting documentation as appropriate

ii) TTNBN shall use reasonable endeavours to resolve the dispute within thirty (30) days of receipt of the Notice.

iii) Customer shall pay the undisputed portion of the amount due in the invoice and may withhold the payment of the disputed portion until the time the amount is determined. Upon determination, if TTNBN proves the disputed portion correct, customer shall pay the amount due plus interest, at the rate of one point five percent (1.5%) per month on said amount from the invoice due date. However, if the customer is proven correct, TTNBN will then issue a credit note to the customer.

iv) In the absence of resolution of the dispute within sixty (60) days, TTNBN and customer shall mutually agree on and appoint a single arbitrator to resolve the dispute. The decision made by the arbitrator shall be final and binding upon both Parties.

v) Customer shall not be excused from its obligations to pay TTNBN for the Services invoiced based on a claim that fraudulent calls comprise, or may comprise, a portion of the invoiced Services. In no case shall fraudulent calls form the basis for disputing an invoice pursuant to this Terms and Conditions.

Payment

i) Where a minimum monthly fee is specified and agreed in the application for service, that amount will apply even if you have incurred lower usage or no usage in that calendar month.

ii) You must pay all fees and charges by due date. Failure to make payment will constitute a material breach of the contract such that TTNBN has the rights to, or may immediately, suspend and/or terminate any or all of the service, provided that ten (10) business days notice of such suspension or termination has been provided to you by TTNBN and the relevant invoice still remains outstanding.

iii) We reserve the right to charge interest at 1.5% per month on any part of the charges or any applicable tax not paid to us by the due date. You will be liable to pay to us all expenses (including reasonable legal costs and expenses and the fees of our debt recovery agents) incurred by us in relation to recovering payments due under this Standard Agreement.

iv) We reserve the right to withdraw any discounts that you receive from us in connection with the supply of the service where payment is not received.

v) The charges for the service do not include any amount on account of tax. If any tax is payable by us in relation to, or on any supply under or in connection with, this Standard Agreement, we will increase the charges or charge you an

additional amount on account of the tax. These will be your responsibility and will be itemised on your bill or an adjustment note.

vi) Where we become liable to any penalties or interest as a result of the late payment of any tax (whether the tax is included in an amount of consideration expressed in this Standard Agreement or not), due to your failure to comply with the terms of this Standard Agreement or your obligations under any applicable law, then an additional amount equal to those penalties and interest will be payable to us.

vii) You acknowledge and agree that we may at our discretion pay commissions to any of our agents, representatives or retailers who introduce you to us.

Payment by Credit Card

i) You may authorize us to use your credit card to make: a one off payment for goods and services regular, automatic payments of invoices on due date, and automatic top-up payments from time to time to keep the outstanding amount below the credit limit

ii) You must sign a "Credit Card Authorisation Form" to authorise us for making payments by credit card.

iii) You must inform us immediately if you change credit card or if the card is stolen or if you know the card is being used fraudulently iv) We have the rights to suspend or terminate all or part of the service if, for whatever reasons, the payment request is rejected by the bank or there is a charge-back, resulting in us not receiving the amount invoiced

Credit Check

We may conduct credit check on you and your company based the financial statements and trade references provided by you. We rely on you to provide accurate and up-to-date information for us and our credit agency to make proper assessment.

Security Deposit

We may request you to provide a security deposit at least equal to your estimated monthly liability with us. We may review the sufficiency of the security deposit from time to time and may increase the amount required by notice in writing to you. The security deposit may be in one of the following forms: i) cash to be held by us; or ii) a bank guarantee in a form acceptable to us.

Personal and Credit Information

i) You authorise us to collect, use and disclose personal information about you and your company for the primary purpose of the supply of the service to you. If you do not provide all the personal information we request from you, we may be unable to supply the service to you or we may be restricted in the way we supply that service to you

ii) You authorise us to collect, use and disclose personal information about you for purposes including the following: (a) Assessing creditworthiness (b) all purposes associated with provision of the service to you including billing and account management (c) to provide you with information about products and services which we, or any of our partners, may provide to you (d) implementing this Standard Agreement (e) business planning and product development; and (f) complying with legal requirements

iii) You acknowledge and agree that in certain circumstances, we may be permitted or required by applicable laws to use or disclose personal information about you. Such use and disclosure may include: (a) disclosures to law enforcement agencies or purposes relating to the enforcement of criminal and other laws (b) uses or disclosures in accordance with court orders or if required or authorised by law; (c) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety or to public health or safety; or (d) uses to assist in internal investigations conducted by us into suspected fraud, misuse of the service or other unlawful activities iv) We will provide you with access to any of your personal information held by us, at your request. We reserve the right to charge a reasonable fee for the provision of this information. We agree to correct or amend any of your personal information held by us which inaccurate or out of date, at your written request;

v) We will handle your personal information in accordance with the requirements of relevant laws and industry standards

vi) We may at any time in our absolute discretion: (a) intercept the service or the data being transmitted over the service for the purpose of complying with our obligations at law; and (b) monitor the use of the service

vii) Subject to the obligations under the Privacy Act, we may give the information to credit agency to obtain a consumer credit or commercial credit report about you or to allow the credit reporting agency to create or maintain a credit information file about you. You agree that we may disclose a credit report about you to any credit provider, debt collecting agency or any other supplier for the purposes of assessing your creditworthiness or to collect overdue payments.

viii) You authorise us to see from or give to: (a) other credit providers (b) other carriage service providers (c) credit reporting agencies (d) other suppliers or (e) any other person or body carrying on the business or undertaking involving the provision of information about commercial credit worthiness (f) Information about your commercial activities, your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act or for purposes permitted under the Act

ix) We may: (a) refuse any application for (b) monitor the usage of (c) restrict your access to (d) suspend; or (e) cancel the service on the basis of our credit assessment of you after consultation with you to confirm the accuracy of the

assessment.

Liability Limitations

i) You as a customer agree to defend, indemnify and hold harmless Telephone Techniques (Wagga) Pty Ltd, its officers, directors, employees and agents who furnish equipment and services to Customer in connection with the supply of service and quotation, from any and all claims, losses, damages, fines, penalties, costs and expenses, (including, without limitation reasonable attorney fees) by, or on behalf of Customer or any third party, or user of Customer's service, relating to the service agreement, equipment and services. This paragraph shall survive the termination of the service agreement.

ii) In no circumstances shall TTNBN Pty Ltd be held liable for any consequential loss in respect to any late delivery and failure of any of the components of this Agreement including the hardware, software and services.

Non Disclosure & Confidentiality

TTNBN and the Customer shall only use and hold confidential information using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall disclose the information only to its employees who have a need to know, shall cause its employees to comply with the provisions of this agreement, and shall prevent disclosure of information to third parties except as compelled by law. Confidential information includes but is not limited to information relating to TTNBN service and the Customer's company information which is not disclosed in brochures or other promotional materials available in the public domain.

Disputes

i) The parties will use their reasonable endeavours acting in good faith to resolve any dispute arising under this Agreement as soon as reasonably possible. Any dispute except for a dispute over non-payment of properly invoiced charges that cannot be resolved by the parties within a reasonable time will be referred to the Heads of each party who will resolve the issue through good faith negotiation. If the parties are still unable to resolve the dispute after a period of 5 business days, if the parties agree at an earlier stage, the dispute shall be referred to a mediator.

ii) The mediators will have appropriate qualifications and practical industry experience to resolve the particular dispute and such appointment shall be agreed by the parties within 3 business days of the decision to refer the matter to a mediator. In the event of a failure to agree on a mediator, a mediator will be appointed by the President of the Law Society of NSW on the application of either party.

iii) The parties will provide the mediator within seven business days with all the information relating to the particular dispute under such confidentiality obligations as reasonable under all the circumstances.

iv) The mediator shall be instructed by the parties to use all reasonable endeavours to resolve the dispute within 10 business days following receipt of the information or if this is not possible, so soon thereafter as may be reasonably practical and the parties shall co-operate fully with the mediator to achieve this objective.

v) The fees and expenses of the mediator will be borne equally by the parties.

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