

Important Customer Information: Your Rights and Obligations

1. About our Standard Form of Agreement

TasmaNet provides a range of information technology Services, including Managed Services, Broadband Internet and Cloud Services. Services are supplied to customers who have not signed a Master Services Agreement with TasmaNet under the terms and conditions set out in:

- a. your Service Order Form(s)
- b. the Services Schedule for your Service (if applicable);
- c. our Standard Form of Agreement (SFoA); and
- d. our Schedule of Charges.

The Agreement documents apply in the order listed above, meaning that any special terms and conditions set out in the Service Order Form or the Services Schedule take precedence over the SFoA.

These terms and conditions apply from the time we accept your Service Order Form and continue until terminated in accordance with our Agreement. Your use of our Services constitutes your acceptance of these terms.

This summary of the SFoA does not change or override the full terms of your Agreement with us; the full SFoA and other Agreement documents can be downloaded from the TasmaNet website at www.tasmanet.com.au/legal.

2. The Services

We will use all reasonable endeavours to meet your requested Effective Date for supply of a revised or new Service, we do not represent or warrant we will deliver the Service by this date (unless agreed otherwise in the Service Order Form).

You must reasonably co-operate with us to allow us to supply the Services safely and efficiently, which includes assisting us to liaise with your building management so that we may obtain access to your premises and to provide our Representatives with safe and prompt access to your premises and your representatives, equipment, data and information. We will ensure that our Representatives comply with your reasonable directions, including but not limited to security and work, health and safety matters, while on your premises.

3. Quality of Services

We will provide the Services to you, in accordance with the Service Levels (if applicable); in accordance with applicable Law; and in accordance with the provisions of our Agreement. We represent and warrant that we have the legal authority to enter into the Agreement; we have all necessary rights, interests and approvals necessary to lawfully provide the Services; and our Personnel providing the Services have, the necessary experience, skill, knowledge, qualifications and competence to provide the Services defined in the Agreement or Service Order Form.

4. Use of the Services

You must comply with all laws, all directions by a Regulatory Authority and reasonable directions by us when using the Services. You must not use, or attempt to use, the Services:

- a. to break any law or to infringe another person's rights;
- b. to expose us to liability;
- c. in any way which damages, interferes with or interrupts the Services, or any telecommunications network, equipment, or facilities, or cabling controlled by us or a supplier to supply the Services;
- d. in any way which may damage any property or injure or kill any person;
- e. to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted; or
- f. in any way which contravenes our Acceptable Use Policy.

You acknowledge that we may be required by law to intercept communications over the Service and may also monitor your usage of the Service and communications sent over the network service.

If we reasonably believe you are engaging in activity that is contrary to this requirement, we will notify you of such activity and we may without further notice direct you to immediately cease such activity. You must immediately comply with any such direction. If you do not, then we will take any steps reasonably necessary to ensure compliance with the direction (including suspension of the relevant Service).

5. Equipment

To use the Services, you may need to be physically provided with our equipment on your premises. We remain the owner of the equipment and you must take reasonable care of our equipment. You are responsible for the repair or replacement costs of our equipment that is lost, stolen or damaged while in your possession. You must provide access to your premises/facilities to enable us to install any equipment required for the Services.

You must ensure that all equipment of yours that you use in connection with the Services, and the way you use that equipment, complies with all laws, as well as directions by a relevant Regulatory Authority and reasonable directions by us. If your equipment, or its use, does not comply with this requirement, we may disconnect such equipment from the Services. We will endeavour to provide you notice before disconnection but may do so immediately in an emergency.

6. Service Charges

You must pay all Charges incurred in respect of the Services as specified in the Service Order Form. One Off Costs, such as installation costs, will be invoiced once we accept your Service Order Form. This may be prior to the commencement of the Subscription Term.

If you do not pay an invoice for a Charge by its due date, and unless the Charge is being disputed in good faith we reserve the right to charge you interest on overdue payments from the due date until payment is received. We may also charge you all reasonable expenses incurred by us (including reasonable solicitor client legal costs and expenses and the fees of our debt recovery agents) in relation to recovering payments due, and an equal amount to recoup any bank or financial institution fees incurred by us because your payment (however made) is not honoured.

6.1 Invoices & Payment

We will usually invoice you monthly for the Services, plus any applicable GST. However, we may issue an interim invoice for the Services at any time. Invoices will be emailed to your default email address. Invoices can be sent by mail on request. We may apply a Charge for invoices issued by mail. You must pay within fourteen (14) days of the date of the invoice. Unless otherwise agreed in writing by us you must pay the invoice by direct deposit of funds into our nominated bank account.

6.2 Disputing an Invoice

To dispute an invoice in good faith, you must notify us within sixty (60) days of the invoice date using one of the methods listed in the SFoA. If you fail to notify us by this date, you waive all rights to dispute the invoice. You may withhold only the disputed amounts of the invoice.

7. Complaints

Complaints will be managed according to the process described in our Complaint Handling Policy, available on our website at www.tasmanet.com.au/legal. If your complaint is not resolved to your satisfaction, you may refer the complaint to the Telecommunications Industry Ombudsman or the Department of Fair Trading.

8. Termination of the Services

You may also choose to cancel the Service by giving us thirty (30) days' prior written notice. You may cancel your Service immediately with no penalty or cancellation fee payable if:

- a. we are required to via direction from a law enforcement or regulatory agency/authority;

- b. any one of the Services is unavailable for a period of more than seven (7) consecutive days; or
- c. an Insolvency Event has occurred with respect to us.

If you choose to cancel the Service, you must pay a cancellation fee. Unless otherwise specified in your Critical Information Summary or Service Order Form, the cancellation fee will be calculated by multiplying the monthly Charges payable by you by the remaining months (or part) of the Subscription Term(s) for the Services cancelled.

We may cancel the Services immediately in the following circumstances:

- a. we are required to cancel the Services to comply with a direction from a law enforcement agency or a Regulatory Authority relating to you;
- b. you have failed to make a payment by the due date and you fail to make such payment within twenty-one (21) Business Days of receipt of a notice requiring you to do so, except where an amount is permitted to be withheld pursuant to a billing or performance dispute;
- c. an Insolvency Event occurs with respect to you.

We may cancel the Services by giving you thirty (30) days' written notice if the relevant Subscription Term has ended and we do not wish to continue to supply the Services; or we are unable to supply the Services to you because of a Force Majeure Event which has occurred and is continuing. Where the Services are cancelled:

- a. you will not be able to use the Services after the Cancellation Date;
- b. subject to any disputes you agree to pay for any Charges for the Services until the Cancellation Date;
- c. any credits on your account will be applied to pay for any undisputed, outstanding Charges;
- d. we will refund any money that you have paid in advance for that part of the Services (pro-rata basis);
- e. we will uninstall and collect our equipment located on your premises within thirty (30) days and you will provide, or procure the provision of, access to the premises for such removal.

8.1 Suspending the Service

We may suspend the Services by giving you prior notice where an event specified in clause 8.2.1 has occurred; or we are temporarily unable to supply the Services to you due to a Force Majeure Event; or you breach the Acceptable Use Policy.

We may only suspend the Services for a period that is reasonable in the circumstances. When the Services is suspended you will not be able to use the Services, and You will be liable for any Charges for access to or use of the Services during the period of suspension.

9. Liability and Indemnity

Where legislation implies any condition or warranty into this Agreement, and that condition or warranty may not be excluded, our liability for any breach of such condition or warranty shall be limited, to the extent permitted by law, at our option to one or more of the resupply of, or payment of the cost of resupplying, the Services.

To the extent permitted by law, our total liability to you in any 12-month period in respect of any Loss arising out of or in connection with our Agreement will not in any circumstances exceed the value of 3 months fees for the service. Without limiting the above liability cap:

- a. we are not liable for any indirect, special or consequential loss or damage, loss of profits, loss of production, loss or corruption of data, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expense; and
- b. our liability for your loss under with this Agreement or the Services is reduced to the extent that your acts or omissions or your equipment and applications cause or contribute to that loss.

The limitations do not extend to any liability of ours which by law we cannot contract out of; which arises out of personal injury or death or property damage; or which arises as a result of any fraud, wilful misconduct or gross negligence of ours or any of our Representatives.

You must indemnify us against all Loss arising from or in relation to:

- a. a claim against us arising out of the death of or personal injury to our Representatives, to the extent that such Loss is caused by a negligent or intentional act or omission, by you or any of your representatives;
- b. any equipment, network or other tangible property of ours or any third party, to the extent that such loss is caused by a negligent or intentional act or omission, by you or any of your representatives;
- c. a claim by a third party against us to the extent that the claim relates to any negligent or wilful act or omission of yours or any of your representatives in relation to this Agreement.

We must indemnify you against all Loss arising from or in relation to:

- a. a claim against you arising out of the death of or personal injury to your representatives, to the extent that such Loss is caused by a negligent or intentional act or omission, by us or any of our representatives;
- b. any of your equipment, network or other tangible property, to the extent that such loss is caused by a negligent or intentional act or omission, by us or any of our Representatives; or
- c. a claim by a third party against you to the extent that the claim relates to any negligent or wilful act or omission of ours or any of our Representatives in relation to this Agreement.

10. Changing our Agreement

We may need to change the terms of our Agreement due to circumstances beyond our control, including changes in law, urgent changes for security reasons, Suppliers changes of the terms on which they supply services, functionality, or its underlying technology. We are therefore not always able to provide you with a Service on the same terms and conditions for the term. In addition, we may elect to make changes for our own purposes during the term of our Agreement.

You acknowledge and agree that from time to time the nature of the Services and terms may change and that if we elect to change those terms we will give you notice in accordance with the SFoA.

10.1 Your rights if we change the Agreement

Subject to the exceptions contained in the SFoA, we will give you notice of any changes we propose to make to our Agreement, at least 30 days prior to the date on which those changes are to take effect.

If the changes we propose to make are materially detrimental to you, you may immediately cancel the affected Service by advising us in writing to that effect within 14 days of receiving notice of changes from us.

You acknowledge and agree that if you do not give notice to us within the 14-day period, you are deemed to have accepted our changes from the date those changes are to take effect and that our Agreement.

10.2 Exceptions

You acknowledge and agree that our obligation to give you 30 days' notice of our proposed changes and to afford you a right to terminate our Agreement will not apply in relation to urgent changes we are required to make by law; a new fee or an increase to an additional tax or levy imposed by law; the introduction of a new fee or an increase in existing administrative fees for ancillary services such as bank fees and charges; increases in Charges due to increases imposed on us by other suppliers for international carriage, content and premium services; line rental and software licensing Charges.

11. Customer personal information

We will only collect, use and disclose personal information of yours in accordance with our Privacy Policy (the latest version of which is available on our website at www.tasmanet.com.au/legal) and in compliance with the relevant law. You may at any time contact us to access and if required correct any stored personal information in accordance with the process set out in our Privacy Policy, by emailing privacy@tasmanet.com.au.