

TERMS AND CONDITIONS

Wire Networks Pty Ltd ABN 47 168 487 358 ('Wire Networks')

Wire Networks will supply you with telecommunications and data services ('**Services**') on the Terms and Conditions set out below.

In accordance with the *Telecommunications Act 1997* Wire Networks may contract with its customers by way of a standard form Agreement ('**Standard Agreement**'). The terms and conditions contained in the Standard Agreement apply to all customers who take up those particular Services.

1. Our Agreement with You

1.1 As a customer of Wire Networks these terms and conditions form the basis of our Agreement.

1.2 Our Agreement with you also includes the following:

- (a) any application form ('**Application**') (including facsimile or email copies of the original application) which you complete and provide to us;
- (b) any voice recording from our Telemarketing Companies (if applicable); and
- (c) our current applicable price list. The price list may change from time to time, but we will notify you of any changes when they happen. Copies of the price lists are available from us on request.

2. Minimum Service Term

2.1 Contracts for our Services are for either 12 month or 24 months ('**Service Term**').

2.2 In respect of each service set out in the Application, this Agreement will commence on the date of its signing by you and will continue in relation to that service until:

- (a) the Expiry of your Service Term selected for the Service on the Application;
or
- (b) until the Service is terminated by either party for any reason.

2.3 We may terminate this Agreement in accordance with clause 19.

3. Early Termination Charge ('ETC')

3.1 You will be charged an ETC if you cancel your Service before the end of your Service Term.

3.2 ETCs are calculated by the following formula:

Service cost x the number of remaining months left on the Service Term +
any unpaid invoices + any modem charges (if applicable).

3.3 If you have an ADSL service with a modem and you cancel before the end of your Service Term, you will be charged an additional \$99.00.

3.4 To avoid the modem fee you must return the modem:

- (a) to Wire Networks at the address listed on this Agreement;
- (b) in good working order; and
- (c) within 10 business days of cancelling your contract with Wire Networks.

4. Your Services

4.1 Description

- (a) We will provide the Services as indicated in the Application for your Service.
- (b) Your Services will be provided to you in Australia through such carrier or supplier network or networks ('**Carriage Provider**') as we nominate from time to time.
- (c) Where carriage is supplied, the quality of the carriage of the Services will be the same as that of the Carriage Provider.
- (d) You must not resupply any of the Services without our express Agreement in writing.

4.2 Mobile Services

- (a) Where we are providing mobile services, we will connect your mobile phone to the Carriage Provider's network as soon as it is reasonably practicable after our acceptance of the Application and its attachments. We will use all reasonable efforts to maintain the connection while you comply with this Agreement.
- (b) Where we are providing mobile services, we will provide you with a Wire Networks SIM card to use in relation to the Services.
- (c) Where we are providing mobiles services, you must notify us immediately if—
 - (i) there is any problem with the service or SIM card; or
 - (ii) if your mobile phone or SIM card is lost or stolen.

4.3 ADSL Services

- (a) Where we are providing data services, the ADSL and or SHDSL access component of the relevant data service and rented CPE router (if applicable), are supplied to us by a third party(s) as a wholesale supplier.

4.4 Use of Services

- (a) You are responsible for the use of the Services at:

- (i) your premises;
- (ii) from the point and/or location at the your premises at which the equipment and/or communications network connects to the Services; and
- (iii) any other use including but not limited to Unauthorised Use.
 - (A) Unauthorised Use includes, but is not limited to, circumstances where a third party uses the Services without your knowledge or consent.
 - (B) In circumstances where Unauthorised Use occurs, you are liable for all costs arising from that use.
- (b) You agree not to use the Services to transmit, publish or communicate material that in any way damages or interferes with or interrupts the Services of the systems that Wire Networks uses to supply the Services.
- (c) You agree to follow our Fair Usage Policy set out in clause 5 when using our Services.
- (d) You agree to use all reasonable endeavours to assist Wire Networks in any investigation by any government body or regulator in which Wire Networks is involved where your use of the Services is relevant to the investigation regardless of whether or not you are required by law to assist.

4.5 Installation of Services

- (a) You agree to permit Wire Networks' employees, agents or contractors to have reasonable access to your premises to install or fix:
 - (i) any equipment supplied by Wire Networks to you and required for the supply of the Services; and
 - (ii) the Network Access line (the dedicated access line between your premises and our network supplier or, between two or more of your premises, used in connection with the Services).

5. Fair Usage Policy

(a) What is our Fair Usage Policy?

- (i) It is important to us that our customers can access our Services. Our Fair Usage Policy is in place to ensure that our customers do not use our Services in a way which we consider unreasonable, unacceptable, excessive or fraudulent.
- (ii) Usage of this nature can impact the reliable operation of Wire Networks and/or the quality of our Services.

(iii) Generally, reasonable and legitimate use of our Services for their intended purpose for which they are supplied to you will not breach our Fair Usage Policy.

(iv) The Fair Usage Policy applies to all of our services.

(b) General

(i) If you are a residential customer our Services are for your personal use only.

(ii) If you are a business customer, our services are for your use in the ordinary course of business.

(iii) You must not resell or commercially exploit any of our Services including (but not limited to):

(A) re-routing call traffic in order to disguise the originating party or for the purposes of resale; and

(B) using our mobile services in the capacity of a Carriage Provider or as a party supplying services to a Carriage Provider.

(c) Unreasonable Use

(i) It is unreasonable use of the Service where your use of the Service is reasonably considered by Wire Networks to be fraudulent, to be contrary to the way the Service is intended to be used or adversely affects Wire Networks or Wire Networks' other customers' use of its Services.

(ii) Fraudulent use includes resupplying our Services without our consent.

(d) Breach of the Fair Usage Policy

If you breach any part of our Fair Usage Policy we will notify you either by writing to you, sending you a text message or telephoning you. If you do not fix your use of the Service within 30 days, we may suspend or cancel your Service without further notice to you.

6. Use of Equipment

6.1 You agree to ensure that any equipment used in connection with the Service that is not supplied by Wire Networks—

(a) has all the necessary approvals;

(b) is not prohibited by law or any regulator; and

(c) is capable of operating with the Services;

- 6.2 You agree not to cause or permit any equipment supplied by Wire Networks to be altered, repaired, serviced or moved except by service personnel approved by Wire Networks Australia.
- 6.3 You agree to ensure at your own cost that–
- (a) the equipment provided by Wire Networks is protected from power surges and is located in a suitable physical environment for the operation of the equipment; and
 - (b) you have all the equipment and software necessary (whether by firewall or by any other means) to protect from any external attack the security and integrity of the configuration of the equipment;
- 6.4 You agree, at a time and date agreed by you, to allow Wire Networks employees, agents or contractors to attend your premises to:
- (a) inspect your premises to establish the method or location of installation of the equipment or the Network Access Line; or
 - (b) install the equipment or the Network Access Line.
- 6.5 In circumstances where the inspection or installation has to be rescheduled by Wire Networks with less than 24 hours notice, then you shall pay to Wire Networks all costs associated with cancelling, postponing or rescheduling that inspection or installation.
- 6.6 You agree that:
- (a) any equipment you use in relation to the services must comply with applicable standards and specifications, including those set by the Carrier Provider; and
 - (b) risk in any equipment provided to you by us or by the Carrier Provider or other third party passes to you upon delivery.
- 6.7 Title to any equipment does not pass to you until all amounts owing have been paid in full to us.
- 6.8 On the termination of this Agreement for any reason, you will immediately return all of our equipment.

7. Installation & Programming of Equipment

7.1 Fixed Wire Services

- (a) Where we are providing fixed wire services, you agree to assist us in ensuring that any equipment necessary for you to receive the Services and access to our network is installed and programmed.

7.2 ADSL Services

- (a) Where we are providing ADSL services, you agree to assist us to ensure that any equipment necessary for you to receive the Services and access to our network is installed and maintained.
 - (b) Wire Networks supplies all modems pre-configured to work on the relevant Wire Networks ADSL service. Any alterations to these settings will leave you liable for charges at **\$180.00** (ex GST) per hour for resetting or reconfiguring of the modem by Wire Networks.
- 7.3 You irrevocably grant to us, our agents and servants, leave and licence without the necessity of giving any notice, to enter at any time on and into premises occupied by you using reasonable force if necessary to inspect, search for and re-take possession of any equipment in respect of which payment is overdue.
- 7.4 On the termination of this Agreement for any reason, you will immediately return all of our equipment.
- 7.5 Where we are providing mobile services, you must notify us immediately if there is any problem with the service or SIM card or if your mobile phone or SIM card is lost or stolen.
- 8. Fault Reporting**
- 8.1 You may report a fault with the Services to Wire Networks at any time.
- 8.2 Prior to reporting a fault, please try and help us by investigating and doing some preliminary checks on your services, for example:
- (a) checking to see if the phone cables have not become dislodged or broken; or
 - (b) testing your services on another handset; or
 - (c) checking to see how many lights are on your modem and then advise us which ones are not working.
- 8.3 These preliminary actions will help us lodge a more effective fault with the correct information that you have provided to our technical team to investigate.
- 8.4 Upon being notified of a fault, Wire Networks will immediately assign a reference number to the fault and will issue that reference number to you. You must use and quote that reference number or your account number in relation to any dealings with Wire Networks in respect of that fault.
- 8.5 We will follow up on all faults and relay information and/or updates to you as we receive them.
- 8.6 Wire Networks will use all reasonable endeavours to rectify the fault within the timelines set out in any Service Level Agreement.

- 8.7 You acknowledge and agree that if a fault has been caused by the Services or network of any other Carriage Provider, Wire Networks will not be liable to you for any failure by that other Carriage Provider.
- 8.8 When Wire Networks has remedied the fault, it will notify you that the fault ticket is "closed".
- 8.9 If Wire Networks determines that a fault arises out of, or in connection with, any equipment that we have not provided, or facilities, networks or systems of yours; or there is or was no fault found, then Wire Networks may require you to pay Wire Networks the reasonable costs and expenses (based on Wire Networks' standard rates) in dealing with or resolving a fault. Such cost and expense shall be a debt due and payable by you on demand by Wire Networks.

9. Charges & Payment

- 9.1 Charges for the services are determined in accordance with your plan terms, the Critical Information Summary or such other manner specified in the Application. Charges for Value added service can be found on http://wirenetworks.com.au/pdfs/value_added_service.pdf.
- 9.2 You will be invoiced for all calls, services, usage or other charges on a monthly basis with 14 day trading terms for payment of accounts thereafter.
- 9.3 You must pay all invoiced amounts by the date specified on the relevant invoice. Charges that do not appear on your monthly invoice may appear on future accounts due to processing procedures.
- 9.4 Where we are providing mobile services monthly, you must also pay us:
- (a) charges for calls you have made to the extent those charges exceed the Minimum Monthly Spend as set out in the Application; and
 - (b) charges for value added services you have used. The charges can be found on http://wirenetworks.com.au/pdfs/value_added_service.pdf.
- 9.5 Any charges billed to you after the cancellation date from your previous service provider will be due and payable by you to that provider.
- 9.6 Our charges to you may involve fees for connection, initiation or cancellation of any services.
- 9.7 In relation to Mobile Services, you accept that you are responsible for all calls made from your handset, including any calls made in error. Most mobile phone handsets have a keypad lock function to prevent accidental use. It is your responsibility to take adequate precautions to avoid accidental use.
- 9.8 A fee of **\$30.00** will be charged for any dishonoured payments and a fee of **\$19.00** will be payable for any late payments.

- 9.9 We may, upon reasonable notice, deactivate or cancel all or part of your service if any amount is not paid by its due date. We reserve the right to restrict any Service at any time if we feel the account has gone over its credit limit or the service appears fraudulent.
- 9.10 Clause 9.9 will not apply in circumstances where the account for the Services is in dispute.
- 9.11 Delivery of archived invoices is charged at **\$15.00** (ex GST) per PDF copy.
- 9.12 No charges apply for payment of invoices by Direct Debit or BPAY. The following fees apply for other methods payment:
- (a) **\$2.00**- for any payments other than Direct Debit;
 - (b) **2.5%**- Visa or MasterCard payments; and
 - (c) **\$2.50**- Australia Post.
- 9.13 In consideration of us having agreed to supply the Services to you, any person who jointly signs the Agreement for the Services and who is also an authorised account holder hereby jointly and severally guarantees the payment on demand of all monies which are or shall hereafter become due to us by you. This guarantee shall be a continuing guarantee and shall not be affected by us giving time or any other indulgence to you, nor shall any of our rights to sue or report your details to a credit reporting agency are affected.
- 9.14 The charges payable for the services under this Agreement are inclusive of GST.
- 9.15 If a billing dispute is not raised within 30 days of the bill issue date, charges will be deemed correct and payable by the customer and any backdate or credit of these charges if required will not exceed a 30 day period.

10. Wire Networks Refund Policy

- 10.1 Without limiting your rights under the *Australian Consumer Law*, Wire Networks provides no refunds after a purchase for equipment or Services.

11. Default

11.1 Personal information

- (a) If you default under this Agreement, we may use or disclose any personal information collected and recorded in relation to you to assist us in the process of debt recovery.
- (b) Personal information includes personal identifying details such as your name, address, date of birth, employers and driver's license details and status of any of your accounts or related bodies corporate, your credit history, and information about your credit worthiness or capacity. We have

the right to perform a credit check with a credit reporting company and to default that person with Veda.

- 11.2 If you do not pay the account by the due date we reserve the right to place the outstanding amount due in the hands of a Registered Collection Agency for debt recovery. At this time they will assume the responsibility for collection of the outstanding amount and such amount owing will be liable to a 20% surcharge or actual legal costs to cover recovery charges. However, if an account is in dispute in regards to an amount, we will cease any credit action until the issue is resolved.

12. Mobile Number Porting

- 12.1 Switching (“**Porting**”) occurs when you move your Mobile Service Number (“**MSN**”) from your current Carriage Provider to Wire Networks.
- 12.2 Mobile number porting is covered by the *Mobile Number Portability Code* (“**MNP Code**”) and various other industry codes.
- 12.3 Provided that your MSN is capable of being ported and no exemption applies under the *Telecommunications Numbering Plan 2015*, you may Port your MSN from your current Carriage Provider to Wire Networks.
- 12.4 The terms of the relevant Wire Networks Service Application Form (including all associated terms and conditions) may be varied from time to time, and will apply to your use of the Service.
- 12.5 If your MSN is ported, only your MSN switches to Wire Networks. No existing value added services with your current Carriage Provider will be transferred, which may result in the loss of (or the loss of access to) these services from your current Carriage Provider. Instead, such Services will be provided by Wire Networks upon application and payment of any relevant fees.
- 12.6 You may have an ongoing contract with your current Carriage Provider which requires the payment of cancellation and or termination fees (including ETCs) to that Carriage Provider if you switch to Wire Networks.
- 12.7 Your current Carriage Provider may or may not disconnect your existing mobile service and value added services, and porting your MSN may result in finalisation of your existing account for that service.
- 12.8 If you currently have a prepaid handset, you may need to get any SIM security or network locking removed by your current Carriage Provider and/or have the handset reprogrammed prior to Porting, or get a new handset.
- 12.9 You can only withdraw your authority to Port prior to the Port Cutover Notification being received by Wire Networks from your current Carriage Provider.
- 12.10 Wire Networks does not warrant that it can switch your number from your current Carriage Provider. Your current Carriage Provider may reject the request to Port, if the information you provide is incorrect or does not match the data held by them. In

this case, we reserve the right to correct the information and resubmit the request to switch or dispute the rejection by your current Carriage Provider.

- 12.11 If your MSN cannot be ported then you may accept a new number from Wire Networks on such terms and conditions as imposed by Wire Networks.
- 12.12 Wire Networks does not warrant that your MSN will be switched to Wire Networks within any specified timeframe. The Standard Hours of Operation under the MNP Code are 8am to 8:00pm (standard time) Monday to Friday and 10 am to 6pm on Saturday, Easter Monday, Queen's Birthday and Boxing Day, unless otherwise agreed on a bilateral basis.
- 12.13 Acting in accordance with the MNP Code and any other bilateral arrangements, in the event of a Port to Wire Networks, Port Withdrawal, or Port Reversal to your previous Carriage Provider, Wire Networks is not responsible for any period of outage of your Mobile Service and or any related or ancillary services.
- 12.14 If you wish to Port your MSN from Wire Networks to another Carriage Provider, then you must contact the other provider. If you do so and your Agreement has not expired, you will be liable for any ETCs as detailed in clause 3.
- 12.15 Wire Networks reserves the right to charge to Port your MSN to or from Wire Networks.
- 12.16 You expressly authorise Wire Networks to provide information regarding your MSN, and the network type to be disclosed to other Carriage Providers to enable the transfer of your mobile service from one Carriage Provider to another, to allow call routing, for customer network fault management, for preventing of fraud, and for routing of SMS messages to your MSN after porting activity.
- 12.17 Local Number Portability (LNP) refers to the transfer of a standard telephone service number (for example, a Business Line service or an ISDN 10) between service providers. Local Number Porting includes transfers between Telstra and its service providers and between Telstra and other carriers.
- 12.18 Porting local numbers to, or from, Wire Networks takes between 2 to 3 working days.

13. Transfers to us

- 13.1 In providing the services, we need to change your arrangements with your current supplier and we will do so in accordance with this clause.
- 13.2 By signing or recording of this Agreement or any other Agreement for the provision of Services from us—
 - (a) you consent to the transfer of your Services to Wire Networks;
 - (b) you confirm that you are the authorised account holder of the account being transferred; and

(c) you confirm that as the authorised account holder you are authorised to transfer your Services to Wire Networks.

- 13.3 On request, you will give written or verbal instructions to your current supplier to transfer the services from your name to Wire Networks.
- 13.4 You will pay to your current supplier all amounts owing to it for the services being transferred up to the time of transfer.
- 13.5 You should check all your terms and conditions from your current provider before moving your Services across to Wire Networks to avoid any ETCs that may be imposed upon your account after your cooling off period elapses. Cooling off periods elapse 10 business days after you receive your Agreement document.

14. Transfers from Us/Relocation

- 14.1 If, in the future, you ask us to transfer any of the services to another supplier, then you remain responsible to us for the amount payable for the services up to the time when we transfer those accounts to another supplier, and you will pay us that amount on receipt of our invoice by the due date.
- 14.2 The provision of services ceases when we transfer those accounts to another supplier.
- 14.3 We will bill you for those services within the Wire Networks normal billing period.
- 14.4 If we become aware of any other proper charges (including fees payable to any other supplier) for those services up to the date of transfer, you will immediately pay us all such amounts on receipt of our invoice.

15. Override Codes

- 15.1 If Wire Networks has programmed override codes into your phone system or PABX, then calls may continue to be billed by Wire Networks. You are liable to Wire Networks for all related call costs and it is your sole responsibility to remove or change the override code at your cost to allow calls to go through to your new supplier.

16. Amendments to the Terms & Conditions

- 16.1 These Terms & Conditions, including charges for services and/or the method of calculation may be varied, altered, replaced or revoked at any time by our giving a minimum of 30 days notice to you by email, mail or as an amendment detailed on the monthly invoice to you.
- 16.2 Without notice, we may at any time, change the Carriage Provider or supplier's products.
- 16.3 You authorise the carrier or suppliers to disclose to us all records, and in particular exchange line details, telephone accounts information, call charge records and call event records.

17. Credit Check

- 17.1 You will supply without delay all the necessary information to check the worthiness of your credit rating upon signing up to Services with Wire Networks.
- 17.2 If we consider it relevant to assess this application, you agree to us obtaining, from a credit-reporting agency, a credit report containing personal information about you.
- 17.3 If your organisation is a Trust or member of a Trust you may be required to complete a Trust Compliance Form.
- 17.4 We reserve the right to refuse provision of the Services to you if the credit check is not to the satisfaction of Wire Networks.

17.5 Credit Reporting:

- (a) You agree that we may give, to any credit provider and/or credit-reporting agency, any information contained in your Application.
- (b) You also agree that we may seek, from any credit provider and/or credit-reporting agency, any credit report on all parties named in the Application.
- (c) You acknowledge and understand that such information can include any information regarding your commercial or consumer credit worthiness, credit history or credit capacity that credit providers and/or credit reporting agencies are allowed to give or receive under the *Privacy Act 1988* (Cth).

17.6 Change of Ownership

- (a) If your business has a change in ownership or directorship, then Wire Networks reserves the right to request the following:
- (i) a new Application to be signed by the business; and
- (ii) a credit check on the new owners.
- (b) Wire Networks reserves the right to withhold Services or terminate the Agreement with the business, if the new owner fails to meet our credit terms.
- (c) This clause only applies in circumstances where the business is the authorised account holder.

18. Limitation of Liability

- 18.1 To the full extent permitted by law and subject to clause 18 we will not be liable in any circumstances, however arising, to you or any person claiming through you in contract, tort, or otherwise (including negligence) for:
- (a) any economic loss or damage and in any particular way (without limitation), any loss of revenue, profits, actual or potential business opportunities, contracts or anticipated savings of profits; or
- (b) any indirect or consequential loss; or

- (c) the acts of omissions of the Carrier Provider; or
 - (d) the acts or omissions of any of our servants, officers, agents, contractors or subcontractors; or
 - (e) the failure of, fault or defect in any of the Services, network, facilities, or equipment used by us in supplying the Services; or
 - (f) our failure to continue to provide the Service to you for any reason whatsoever. You acknowledge that we do not guarantee continuous fault free provision of the Service.
- 18.2 Wire Networks will not be liable for any consequential, direct or special loss resulting from the unavailability of any Service due to any outage that is beyond our control.
- 18.3 Wire Networks strongly recommends redundant internet connections for mission critical applications and services. It is the customer's responsibility to ensure such steps are taken to avoid any loss.
- 18.4 We accept liability to you in respect of any rights conferred on you by the *Australian Consumer Law* and in circumstances where not to do so would be illegal, or would make any part of clause 18 void or unenforceable.
- 18.5 Without limiting your rights under the Australian Consumer Law, we exclude all conditions and warranties implied into the Agreement and limit our liability for any non-excludable conditions and warranties, where permitted by law to do so, at our discretion for the below:
- (a) Services:**
 - (i) the supply of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again.
 - (b) Goods:**
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods.
- 18.6 You agree to indemnify Wire Networks, its servants, officers, agents, contractors and subcontractors, and each of them, and to keep them indemnified, from and against all liability, loss or damage arising directly or indirectly out of any breach of this Agreement by you, or out of any negligence or wilful act of yours or any of your servants, officers, agents, contractors or subcontractors.
- 18.7 Network Security**

- (a) You agree to accept responsibility and liability for the security of and or access to your networks and related systems.
- (b) You will take reasonable and appropriate precautions to prevent any violations of your network and or related systems security.
- (c) We do not take responsibility, and will not be liable in any way, for any violations of your network and or related systems security, however caused.
- (d) While we are responsible for the provision of services, you are responsible for ensuring that adequate security in the form of virus protection or firewalls exist to protect your electronic data or the electronic data of your business against unauthorised or unwarranted intrusion.

19. Termination and Suspension of Services

19.1 We may terminate this Agreement if:

- (a) you breach any term or condition of this Agreement; or
- (b) a receiver, or receiver and manager, is appointed over any of your property or assets; or
- (c) a liquidator is appointed to you; or
- (d) you enter into any arrangement with your creditors; or
- (e) you assign or otherwise deal with your rights under this Agreement without our prior written consent; or
- (f) in the case of an individual, you die.

19.2 We may terminate this Agreement in accordance with clauses 5(d), 17.6(b) and 20.1(d).

19.3 We may suspend any of your Services any time without notice if any of following occur:

- (a) we are not satisfied with our credit assessment of you;
- (b) if you breach any of the Terms and Conditions of this Agreement;
- (c) if you have failed to remedy any breach of the Agreement within 10 days of us providing written notice to you of the breach your service;
- (d) you fail to pay amounts owing to us by the due date;
- (e) we are unable, for any reason including the default of a Carrier Provider, to provide the whole or part of the service;
- (f) you become subject to any form of insolvency administration;
- (g) If we suspend the services, you will still remain liable for all monies due to us under the Agreement, during the period of such suspension.

- 19.4 If your service has been suspended by us due to non compliance with the Terms and Conditions of the Agreement a fee of \$75.00 (ex GST) is payable to reactivate each service.
- 19.5 If this Agreement is cancelled by you, or terminated by us:
- (a) Any rights which we have in respect of your obligations under the Agreement that are not fulfilled when the Agreement is ended will continue to exist;
 - (b) You must pay us all reasonable costs and expenses incurred by us in relation to the Agreement ending;
 - (c) You must pay all amounts due at the time the Agreement ends, including any applicable ETCs in accordance with clause 3.
 - (d) Where you have entered into an Agreement to purchase two or more of the following products from us:
 - (i) Fixed Wire (Inbound, Long Distance and Local); or
 - (ii) Wire Networks plans; or
 - (iii) ADSL;and during the term of your Agreement you cancel the supply of one of the aforementioned Services, the pricing of the remaining Service(s) will revert to the non-bundled (or non discounted), and thus adjusted rate for the Service that we continue to supply to you for the remainder of the Agreement.
 - (e) Where we are providing Data services, if this Agreement is terminated in accordance with this clause, the carrier may arrange for you to be supplied by the carrier with the carrier's services that had been supplied by us. However, you acknowledge that the carrier may not be able to make those arrangements immediately and once the carrier makes those arrangements, those services acquired by you will be acquired on the then current carrier's tariff and terms and conditions and the carrier will bill you accordingly.

20. Communications & Content

20.1 Content

- (a) You are responsible for the content of the messages you communicate when using our services as well as the consequences of those messages.
- (b) You agree that you will not use our services to engage in activities that are illegal, obscene, threatening, and defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties or are objectionable.
- (c) You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead others or us as to your identity.

- (d) We reserve the right to suspend or terminate the service in the event of a breach of this clause and in such cases you will be responsible for any costs associated with suspension or termination of the service.
- (e) You agree to adhere to our Fair Usage Policy outlined in clause 5.

20.2 Communications

- (a) We believe that any correspondence or emails from Wire Networks or its related parties are a valuable part of our service as they enable you to keep up to-date with matters regarding Internet security, viruses, useful tools, promotions, sites of interest and other related matters.
- (b) If you do not want to receive such commercial communication from us please contact us to unsubscribe.
- (c) We will continue sending you relevant information until you request us to remove your email address (this does not affect other electronic communications specifically regarding the provision of the service of your account).

21. Use of Mobile Phone Overseas (Roaming)

- 21.1 Where we are providing mobile services, you may call Wire Networks to have roaming calls activated if you wish. If you use a roaming service overseas in connection with your mobile phone, you agree to pay all call charges in connection with the provision and use of the roaming services, including local taxes and surcharges. We may require you to pay a \$500.00 security deposit prior to making roaming facilities available.
- 21.2 Where we are providing mobile services, if you fail to comply with any of these Terms and Conditions, Wire Networks may use the security deposit or any part of it, to meet any costs, loss or liability incurred as a result. Where appropriate, providing you have met the provisions of these Terms and Conditions, we will return the outstanding balance of the security deposit (without interest) to you.
- 21.3 Where we are providing mobile services, you understand that while roaming, the overseas network may not provide some of the services you may require or there may be limitations to the overseas networks, which may have not been advised to you or us.
- 21.4 Roaming charges are governed by the carrier you use at the time. Roaming rates may alter without notice and you should always check the Roaming rates for the country you're going to either on the Vodafone network or ring 1300 662 621 before your departure.

22. General

- 22.1 We do not sell products or services to children. If you are under 18, you may use our services only under the supervision of a parent or guardian.

- 22.2 We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.
- 22.3 We may, at our discretion, provide the service by using either:
- (a) an existing or new Unconditioned Local Loop Service ('ULLS'); or
 - (b) an existing or new access line that supplies a standard telephone service; provided by Telstra Corporation Limited ('Telstra') or a reseller of Telstra, depending on the technical & operational requirements of the particular Service.
- 22.4 Where a telephone exchange area is shown as being DSL enabled, there is no guarantee that individual telephone services provided from that exchange will qualify for DSL service provision.
- 22.5 The performance of the end-to-end service offered over DSL is determined by the quality of the copper line and the distance from the DSL exchange. As such, the performance of the end-to-end service can only be estimated until we have qualified the line performance. We will accept a customer order upon appropriate qualification where the line performance meets our service objectives and the availability of the said service.
- 22.6 For the purpose of measurement of data usage, 1000MB = 1GB.
- 22.7 Wire **Networks' Pans Wire** Networks Direct Services are internet based VoIP services. Wire Networks are marketed by Wire Networks under the brand Wire Networks. These services are not connected via Telstra's local phone lines. Customers can migrate from Telstra phone lines (or from a Services and keep their existing local numbers via Local Number Portability.
- 22.8 Confidentiality**
- (a) You will keep confidential all information supplied by the carrier or us.
- 22.9 Force Majeure**
- (a) We will not be liable for any delay in the connection of or failure in the operation of services due to any occurrence reasonably beyond our control including failure of any link provided by any third party Carriage Provider.
- 22.10 Entire Agreement**
- (a) This Agreement contains the entire understanding to the exclusion of any and all prior or collateral Agreement of understanding relating to the services provided whether oral or written. You acknowledge that you have not entered into this Agreement in reliance upon any statement made by us, other than as expressly contained in this Agreement.

- (b) If any part of this Agreement is found to be invalid or of no force or effect, this Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.
- (c) To the extent that any service specific term or condition conflicts with any other term or condition in this Agreement, the term or condition specific to the service will apply.

22.11 Assignment

- (a) We may assign the benefit of this Agreement at any time to a person or corporation nominated by us, including a third party Carriage Provider, and, in this event, such assignee or nominated Carriage Provider shall deal directly with you for the purposes associated with the provision of Services under this Agreement.

Wire Networks Terms & Conditions | March 2016 |

Contact details

Wire Networks Pty Ltd Tel: 1300 662 624 www.wirenetworks.com.au

customercare@wirenetworks.com.au 6B 171 Gloucester Street The Rocks Sydney 2000

Wire Networks Conditions | April 2014| SERVICING SYDNEY | MELBOURNE | CANBERRA | ADELAIDE | PERTH | DARWIN | BRISBANE | GOLD COAST AND ALL REGIONAL AND COUNTRY CENTRE'S.

While every precaution has been made in the creation of this document, Wire Networks, its officers, staff and partners do not guarantee the accuracy of its contents.

Your acceptance of the terms and conditions of supply should be made in accordance with Wire Networks Standard Form of Agreement found on Wirenetwork.com.au.

Enquiries should be directed to the manager, sales and marketing on 1300 662 621.