Standard Form of Agreement

General Terms and Conditions

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Application of terms

The Terms apply to supply of the Cirus Networks products and services to our business customers. You need to read these terms, the Service Description for the relevant service and the Critical Information Summary for the plan you purchase.

The General Terms are provided below & are also available in PDF format.

1. AGREEMENT

These General Terms are our standard terms and conditions for a customer (you/your/yours) who is a business or non-profit organisation which acquires a product or service for business use, but not for resale. An agreement is created between you and us when we accept your order for goods or services. It is a standard form of agreement under the telecommunications legislation and you and us must comply with it. You need to read these General Terms, your order, the Service Description and the Critical Information Summary for the Service you order to understand the Agreement and your rights and obligations. You can obtain a copy of these General Terms, the Service Description and the Critical Information Summary from our website or by contacting our customer service team on 1300 707 385.

2. TERM

The Agreement commences when we accept your order and continues until you or we cancel the Service as permitted under clause 9 of the Agreement. If you order a Service with a Fixed Contract Period, the Service will be supplied from the Start Date and continue, subject to the terms and conditions of the agreement, for the Fixed Contract Period and after that period there is an option to re-contract to maintain pricing or month to month unless either you or we give 30 day notice of cancellation before expiry of the Fixed Contract Period (Early Termination Fees (ETF) may apply). Either you or we can cancel the Service earlier as set out in clause 9, but you may incur ETF if the Service is cancelled, or if you wish to change the plan for the Service, within the Fixed Contract Period. On expiry of the Fixed Contract Period, we can vary the Charges and other terms by giving you 30 days' notice beforehand. If you order a Service with no Fixed Contract Period, the Service will be supplied from the Start Date and continue, subject to the terms and conditions of the Agreement, on a month to month basis until you or we cancel it as set out in clause 9.

3. SERVICE

Your order specifies the equipment, the Service, the plan and the Fixed Contract Period that applies to the agreement. To place an order, you must be at least 18 years of age. You must provide us with complete and accurate information as requested in our order form (or otherwise) and all consents we reasonably require in connection with the Service. If you do not do this, it may affect the way we assess your order and credit terms, it may also cause delays and you may incur additional costs of equipment delivery and provisioning the Service. You must promptly notify us of any change to your contact or other details stated in the Order. All orders are subject to our acceptance. When we receive your order, we assess it based on factors including your eligibility for the Service, availability of the Service to you and your credit risk. As part of this assessment, we may carry out a credit check. We may decide to accept or reject an order, or accept an order subject to provision of financial security or other conditions. If we reject your order, we will tell you our reasons. Any additional terms and conditions you state on an order are excluded from the Agreement unless we agree otherwise in writing.

Before you place an order, you must identify your own requirements and verify that the Service and any equipment you order meet those requirements. After we have accepted your order, you can only cancel your order or the Service as permitted under clause 9.1, and you can only change your order or the Service as permitted under clause 14, and you may incur ETF or other charges as a result.

By ordering the Service, you represent and warrant that you meet the customer eligibility criteria for the Service, if any, specified in the agreement, acknowledge and agree that the Service has the limitations, restrictions and

qualifications stated in the agreement, you also warrant that you have authority to order the Service to be installed and connected as specified in the Order and you authorise us to undertake any work, order any equipment, and appoint us your agent to deal with other network suppliers as required to connect and supply the Service in accordance with the agreement and agree to pay us all Charges in connection with the Service, and to comply with any conditions and your obligations stated in the Agreement.

4. SUPPLYING OF THE SERVICE

We will supply the Service as described in the Service Description including any equipment from the Start Date subject to the terms and conditions of the agreement within a reasonable time after accepting your order and receiving any initial payment which may be required. Before we can connect a service, we may need to order, configure or install equipment and make arrangements with our suppliers, which may impact connection and delivery dates. We aim to meet connection dates we have given you but they are estimates only and not a guarantee, we are not liable for any failure to meet them. Given the technology, we do not guarantee that we can provision and connect every service and we may cancel a Service under clause 9.2 if we determine that we will be unable to provision or connect it within a reasonable time after accepting your order.

The Service we supply to you can use a combination of infrastructure and services provided by other parties. We may at any time vary the method, infrastructure and services that are used to supply the Service and our suppliers may make changes to the Service and the infrastructure and services used to supply the Service at any time provided such variation or change does not materially impair supply of the Service. The Service will be supplied using due care and skill but given the technology, we do not guarantee voice quality or data download speeds or other quality of service of a particular standard, or continuous access to the Service at all times, or that the Service will be fault free or uninterrupted or in the case of a data service, that any material sent or received will be sent or received correctly, except if we have agreed otherwise with you in writing or if the law requires otherwise. Quality of service can vary by location and is affected by many factors outside our control, including the customer equipment you use, distance from the exchange and the quality of the line connecting the exchange to your premises.

You are responsible for providing, installing, operating, upgrading and keeping in good working order all Customer Equipment unless stated otherwise in the Critical Information Summary or Service Description, or we agree otherwise in writing. You are also responsible for obtaining all necessary consents and approvals (including landlord or building manager approval if required) in connection with the Service, and for providing adequate power supply and a suitable physical environment for equipment. You must arrange to give us safe access to your premises promptly when we ask if we need access to provision, connect, supply, install, maintain, support, upgrade, or repair the Service, and on cancellation to remove the Service. You must also, if we ask, arrange that your suitably qualified representative is available onsite to assist. If you do not, you may incur additional charges and connection, service and repair times may be impacted.

5. EQUIPMENT

You must ensure that all Customer Equipment complies with applicable Australian laws and standards and our reasonable directions and is suitably provisioned and configured, and compatible for use with the Service. You must make sure Customer Equipment is up to date with upgrades as we may reasonably request at any time. We may disconnect Customer Equipment from the Service if, in our reasonable opinion it may interfere with or disrupt the Service. You acknowledge and agree that if Customer Equipment is faulty or not compatible, it may affect your ability to access the Service, the quality of the Service or our ability to provide support to you.

You can purchase equipment from us. If you receive the equipment in damaged or incomplete condition, you must notify us immediately and follow our directions. Ownership of equipment we sell you commences when it has been paid for in full, responsibility for all risk of loss or damage to it starts when you take delivery of it. The equipment we supply you may be locked and programmed to work only with the infrastructure used to supply the Service. If you make any modifications to the equipment or perform a factory reset of equipment, we will not be liable to you for any resulting impact on our ability to supply the Service, and you must pay our charges for any

additional costs incurred as a result. It will also affect any rights and remedies you may have in relation to supply of the equipment.

Installation, maintenance and upgrades are your sole responsibility. Until your ownership commences, we retain legal and equitable ownership of the equipment. Until ownership passes to you, you must comply with the obligations. If the equipment we supply you has a warranty, details will be stated in the warranty information. If for any reason we provide you replacement equipment in advance of receiving the original equipment from you, we will bill you our standard retail price for the equipment. The charge will be cancelled when we receive the original equipment from you. If we do not receive the original equipment, or we have no obligation to repair or replace the equipment under warranty or other legal obligation, then you must pay us the charges billed.

Our Equipment

This applies if we loan or rent Our Equipment to you in connection with the Service. We own Our Equipment at all times and ownership of Our Equipment does not pass to you even at the end of the loan or rental period. You are responsible for any loss of or damage to Our Equipment from the time of delivery to you until it is returned to us.

You must, in respect of Our Equipment, keep it in your control at all times and at the premises to which we delivered it or other premises we have agreed to in writing, only use it in connection with the Service and for the manufacturer's intended purpose, provide a suitable physical environment for installation and operation including an adequate power supply, comply with our directions and make sure that anyone using the equipment complies with your obligations.

You must allow us to inspect service, upgrade, reconfigure, repair, replace or disconnect Our Equipment at any time we reasonably request and ensure that no other person modifies, services, upgrades, reconfigures, repairs or disconnects Our Equipment except with our prior written consent. Notify us immediately, and follow our directions, if Our Equipment is damaged, or if at any time Our Equipment is lost, damaged, stolen or becomes faulty while in your care custody or control.

On cancellation of the Service for any reason, the loan or rental of Our Equipment is automatically cancelled. We may cancel the loan or rental of Our Equipment immediately at any time by giving you notice.

On the sooner of expiry or cancellation of any agreed loan or rental period, you must permit us to enter onto the premises where Our Equipment is located and to disconnect and remove it, or if we request, at your cost, and in accordance with our directions, immediately return Our Equipment to us in good condition.

6. MAINTENANCE, FAULT REPAIRS AND SUPPORT

Our responsibility and obligations:

Our suppliers may perform maintenance, upgrade or repair services at any time on Network Equipment, and the infrastructure they use to supply the Service and will try to minimise any interruption to the Service or adverse impact on quality. We provide remote support for use of the Service within the hours stated in the Critical Information Summary, or if not stated there, those stated on our website for the Service. We may agree to provide additional support services, for additional charges.

We are only responsible for notifying our suppliers of a fault in the Service which you notify to us if the fault is created or caused within Network Equipment or the infrastructure our suppliers use to supply the Service, up to our suppliers side of the Network Boundary. Our suppliers will take reasonable steps to restore the Service as soon as reasonably possible. Our suppliers aim to meet any fault repair times that we give you but those times are estimates only and we do not guarantee that they will be met. If we become aware that a fault in the Service is on your side of the Network Boundary, our sole responsibility is to notify you. We are not obliged to provide help.

Your responsibility and obligations:

You are responsible for, and must repair or arrange the repair of a fault in the Service created in or caused by Customer Equipment or on your side of the Network Boundary as well as providing all support services in respect of the Customer Equipment and infrastructure on your side of the Network Boundary. You must promptly report any fault in the Service which you believe is our responsibility, and you must make any request for other support services, by contacting our customer service team by telephone 1300 707 385 or online support@cirusnetworks.com.au. Before reporting a fault to us, you must try to ensure that the fault is not in the Customer Equipment or on your side of the Network Boundary. You must let us know if you make any changes to the Customer Equipment which may be relevant to the Service. You must arrange access to the premises if we request and provide other help if needed to enable us and our suppliers to investigate and repair a fault and provide support services.

7. USING THE SERVICE

Your responsibility and obligations:

You must ensure that the Service is used only for its intended use and comply with our acceptable fair use policy. You must notify us immediately you become aware of any actual or attempted unauthorised use of the Service or breach of security. You are responsible for keeping secure the means of access to the Service to ensure that unauthorised access does not occur.

You are responsible for all use of the Service and for all risks associated with your activities when you use the Service. We are not liable for any loss, cost, damage or liability arising from your activities when using the Service. Make sure that anyone you authorise to use the Service complies with your obligations under this clause. You must comply with ours as well as from any regulatory body reasonable directions in connection with use of the Service. Provide us all the information and assistance we reasonably require to enable supply of the Service and compliance with any request or direction of a government agency, emergency services organisation or other authority.

You must use the Service only for lawful purposes and activities and must comply with all laws, regulations and industry codes of practice. You must not do anything, or use the Service in a manner that may compromise the security or safety that may damage, interrupt or interfere with the operation of the Service.

8. CHARGES, BILLING AND PAYMENT

We will charge you the Charges for your use of the Services applicable to the chosen Pricing Plan selected. The Charges include a monthly fee in advance, this charge will be on your invoice issue date. Charges for your use if applicable will be charged in arrears. Charges may also include miscellaneous Charges such as connection and disconnection charges, these Charges will be monthly in arrears whenever applicable, pricing include GST unless otherwise indicated, but excludes any other government taxes, which you may also be required to pay. We may change some of the Charges from time to time. We may run promotions or offers from time to time under which particular Charges may be waived or may differ from those set out in the description of Service features and pricing. You may be eligible to participate in a special promotion or offer depending on its terms and conditions. We may withdraw a promotion at any time without notice. Promotions may not be used in conjunction with one another.

Invoices will be sent to your nominated e-mail address. You will be invoiced monthly. If you do not receive your invoice it is your responsibility to notify Cirus Networks immediately. Invoices are sent via e-mail in a softcopy PDF format from billing@CirusNetworks.com.au. Invoices sent in an electronic format do not attract charges. This is an automatically generated email and the mailbox is not a monitored email address. All your billing enquiries should go to accounts@CirusNetworks.com.au If you request an archived or hard copy invoice you will be charged a $5.50 administrative fee per invoice to cover our Charges. Invoices will be sent to your nominated email address once per month. You agree to make all payments from your nominated credit/charge card or bank account unless otherwise agreed by us, at our discretion. Depending on your method of payment, you may be required to pay a surcharge (e.g. BPAY, American Express/Diners Card). You must pay each invoice in full by the due date, that is, 15 days from your invoice issue date or on the next business day. After 15 days account may be suspended.

If you do not pay your invoices on time or cancel your payment authority, you will be liable for additional fees. We may require you to pay a security deposit if you intend to use some Special Services. If we choose to do so, we may apply the security deposit as payment or in part of any outstanding charges.

When assessing your application for Cirus Networks Services, Cirus Networks may at its discretion undertake a Credit Assessment to determine whether to supply you with a Service. Some of the information that may be required but not limited to for a Credit Assessment:

1) Your employment status
2) Your residential history
3) A Credit Check with a Credit Reporting Agency

If you are an existing Cirus Networks customer this Credit Assessment may include but is not limited to your previous payment history with Cirus Networks

Note - Should Cirus Networks decide to refuse to supply you with a Service, which may be entirely or partially based on information provided by a Credit Reporting agency, you have the right to ask why

You must provide us with your credit card details, or alternate payment details and advise of any changes to these details, for the purposes of paying for your Cirus Networks Service. We may charge all fees to your nominated payment method on a monthly basis. We may also disclose your payment details to, and obtain information from, any financial institution to verify your payment details. You must make sure that you have sufficient funds on your credit card or bank account to meet likely fees as well as ensuring that Cirus Networks is notified of any changes to your payment details. If any amount owed by you remains unpaid after the due date, we may suspend or terminate this Agreement.

Processing and verification procedures may mean that not all charges made during the period covered by an invoice can be included in that invoice. Cirus Networks may include those charges in any subsequent invoices for a period of up to 190 days after the call was made. Your invoice will be calculated by reference to data recorded or logged by Cirus Networks. Records held and call-logging procedures adopted by Cirus Networks will be conclusive evidence of the usage of the Service and the charges payable by you. If your accumulated call charges for use of the Service are deemed as high usage at any time, Cirus Networks may at Cirus Networks' discretion, suspend your access to the Service. Cirus Networks may suspend provision of the Service to you without prior notice. In addition, Cirus Networks may impose a charge on you to cover our reasonable expenses and costs incurred in enforcing any failure or delay in your payment.

You must pay any taxes, duties, stamp duties, imposts, levies or government costs relating to your use of the Service. Despite anything in these Terms and Conditions, Cirus Networks may suspend your Service as a result of any unpaid costs extending beyond 15 days from the date that the charges were due for payment. If any amounts are outstanding beyond 30 days from the date on which payment for those charges was due, this Agreement may be terminated by Cirus Networks immediately and you will be required to pay all outstanding charges to Cirus Networks immediately. If your account remains unpaid in part or in whole for a period of two months from the due date, your information may be referred to a debt collection agency or credit reference agency. Cirus Networks may charge reasonable expenses in connection with recovery of late payments including the costs of engaging a recovery agency. If Cirus Networks engages a Third party collection agency or institutes legal proceedings to recover any outstanding amounts due under the terms and conditions of this contract, you will, to the extent permitted by law, be liable for Cirus Networks' costs of taking that action. If you are declared to be experiencing financial hardship and your account remains unpaid in part or in whole for a period of two months from the due date, Cirus Networks may agree to extend repayment of any outstanding fees beyond this period. If you believe there is an error with your account, please let us know immediately. If we agree that there is an error, Cirus Networks will endeavour to rectify this error to reflect on your next invoice.

Miscellaneous Charges

Miscellaneous Charges	**All charges include GST, unless otherwise advised**
Late payment fee may apply to customers who do not pay their invoice in full on the Due Date.	$11.00 per late payment
Direct Debit Decline Fee, where your direct debit payment is dishonoured.	$11.00 per each time
Where your cheque payment is dishonoured	$22.00 per cheque payment
This fee is charged if your account is suspended due to non-payment and service is reconnected, together with this fee you are also required to pay the outstanding amounts owing, prior to reconnection.	$55.00 per reconnection
Third Party Collection, this fee is applicable once an account is passed to a third party collection agency. After the account has been disconnected due to non-payment, and previous Credit Control activity deemed futile.	Fees as per Third party collection agency plus $ 33.00 admin fee
Hardcopy Invoice, this fee applies if you request hardcopy invoice in addition to your email invoice.	$5.50 per hardcopy invoice
If you request a copy of your invoice 12 months after it is issued, you will be charged an archive retrieval fee for each invoice you seek.	$5.50 per invoice
All hardware that is returned to Cirus Networks must be returned in the original condition in which it was received, inclusive of the hardware, all cabling, manuals and any other included parts. If the hardware is returned without all the necessary components, you will be charged a fee. Damaged hardware will be charged the RRP of the package.	A $25.00 for each incomplete returns
In the event that you authorise an unsubstantiated or inappropriate charge back of your payment from a credit/charge card, bank account or any other applicable payment facility, you will be charged a fee.	$33.00 fee per transaction applies
Quotes & repair charges for equipment	To be advised upon inspection and assessment
BPAY Surcharge for payments made using BPAY.	$1.00 per transaction
American Express/Diners Card	A 3% surcharge
Postage and Handling, delivery within Australia is generally 5-7 business days. During festive occasions, sale periods and special promotion offers, delivery may take up to two weeks.	$16.50 per consignment.

9. SUSPENSION AND CANCELLATION

1) To cancel the Service you must give us 30 days written notice. Failure to pay Charges does not automatically cancel the Service and recurring Charges will continue to be incurred until the Service is cancelled by you or us.
2) You may cancel the Service if the law gives you a right to cancel which cannot be excluded by contract. You and we must comply with the obligations relating to return of equipment, refunds and payments set out in clause 9.3 unless the law requires otherwise.
3) You may cancel the Service at any time before we give you notice of Service connection and in this case you may incur the Charges.
4) You may cancel the Service at any time after we give you notice of Service connection by giving us 30 days' notice before the end of a billing period. In this case you may incur the Charges, which for a Service with a Fixed Contract Period Early Termination Fees (ETF) apply.
5) You may cancel the Service if we commit a material breach of the Agreement and fail to correct the breach within 30 days of receiving notice from you to do so. In this case you may incur the Charges (depending on the timing), but you will not be charged ETF.
6) You may cancel the Service if permitted under any other clause of the Agreement.

To cancel the Service we must give you notice if required but there are also circumstances where we can cancel immediately without giving you notice beforehand. We may cancel the Service if we determine that for technical or other reasons we will be unable to provision or connect the Service to you within a reasonable time after accepting your order or where the Service has no Fixed Contract Period, or the Fixed Contract Period has expired, at any time by giving you 30 days' notice, or where the Service has a Fixed Contract Period, by giving you notice 30 days before expiry of the Fixed Contract Period and if you consent to cancellation of the Service.

We may cancel or suspend the Service immediately and without notice beforehand if you fail to pay any amount by the due date for payment and we assess that you or your account status present an unacceptably high credit risk to us, or we reasonably suspect fraud or attempted fraud and if you fail to pay the amount owing within 15 working days of us giving you notice that the amount is overdue and that the Service may be disconnected, suspended or restricted.

We may restrict the Service immediately and without notice beforehand if we have agreed to restrict the Service at a certain point and you have reached that restriction point

We may cancel or suspend the Service immediately by giving you notice if you commit a material breach of the agreement which is capable of being corrected and you fail to correct the breach within 30 days of receiving notice from us to do so, or if you commit a material breach of the agreement which is not capable of being corrected, or if you withdraw your consent (if any) to waive your rights and protections under the Customer Service Guarantee Standard. We may also cancel or suspend Service if in our reasonable opinion, any person has been, or is involved in fraud or other illegal conduct in connection with the Service or if anyone using the Service fails to use the Service as permitted under the agreement.

If in our reasonable opinion, you are operating as a Carrier or Carriage Service Provider or are using the Service for a purpose other than that for which it is intended as set out in the Critical Information Summary or Service Description. If you fail to provide or increase financial security, as required under the Agreement, within 5 working days of receiving notice from us to do so, become bankrupt, insolvent, or have a receiver, manager, administrator, provisional liquidator or liquidator appointed, enter into an arrangement with your creditors or if a partnership, the partnership is dissolved or application made to dissolve it or if you vacate your premises;

We will try to give you notice beforehand, but we may cancel or suspend the Service immediately and without giving notice beforehand, if required by law, or to comply with a direction or order of a government authority, if there is an emergency, if we have reasonable grounds to believe there is a threat or risk to the security of the Service or integrity of the network, or the Service may cause death, personal injury or damage to property, if we are unable to supply the Service because of an Event or where we supply the Service using another supplier's network or services, our supplier ceases to supply its services to us.

We may cancel the Service if permitted under any other clause of the Agreement. If we suspend or restrict a Service, we may later cancel the Service for the same reason.

Effect of restriction, suspension, cancellation and termination

(a) During any period of restriction or suspension by us or requested by you, you remain responsible for all recurring Charges which will continue to be incurred and any usage based Charges incurred.
(b) If the Service is cancelled before we give you notice of Service connection, you must pay:
    (i) our reasonable charges and all third party costs we have incurred in connection with preparing to supply the Service
    (ii) equipment charges
(c) If the Service is cancelled for any reason after we give you notice of Service connection, you must pay:
    (i) all Charges incurred for the Service including any usage based Charges whether incurred before or after the date of cancellation
    (ii) if the Service is cancelled within a Fixed Contract Period the applicable ETF and equipment charges

(d) If any equipment you purchased from us has not been paid in full or was supplied free or at a discount to our standard retail price as part of a Service with a Fixed Contract Period or otherwise, on cancellation of the Service for any reason, you must:
    (i) pay us the unpaid balance of our standard retail price for the equipment
    (ii) if the Service is cancelled, promptly return the equipment to us in good condition, fair wear and tear excepted, give us notice that you wish to retain the equipment and in this case you must pay us the unpaid balance of our standard retail price for the equipment.
(e) Cancellation of the Service takes effect on expiry of any notice period required by the agreement, unless we agree otherwise. On cancellation of the Service for any reason, we may disconnect the Service and you must:
    (i) immediately cease to use the Service
    (ii) comply with your obligations as set out in agreement and in respect of any software we licensed
    (iii) pay all invoices for the Charges by the due dates.
(f) Except if required otherwise by law, we will refund you the balance of any monies which you have paid in advance or prepaid, after you have met your obligations.
(g) Except if required otherwise by law, we are not liable to you for any loss, cost, damage or liability in connection with suspension or cancellation of the Service by us in accordance with the agreement.
(h) Cancellation of one Service does not affect your contract obligations in connection with any other services we supply to you.
(i) If we agree to reconnect a Service after suspension or cancellation in accordance with the Agreement, you may incur a reconnection fee.

10. LIABILITY

The only terms and conditions which apply to our supply of the Service and any other goods and services to you are the terms and conditions expressly set out in the agreement and any rights you have at law which cannot be excluded. If you have rights and remedies under the law which cannot be excluded, nothing in the agreement excludes those rights or remedies. We exclude any other liability we may otherwise have to you in connection with this agreement and the Service, and we exclude all implied terms, conditions, warranties, rights and remedies.

(a) If we have obligations to you under the Consumer Guarantees which cannot be excluded, but the law allows a supplier to limit liability for a breach of those obligations, we limit our liability to replace or repair goods, resupply the services or pay the cost of replacement, repair or resupply, only if it is fair and reasonable to do so.
(b) If your use of the Service is interrupted, or connection of the Service is delayed, as a result of our fault or negligence, within a reasonable period of the interruption you can ask us to credit the amount of any recurring Charges billed to you for the affected Service for the period of the interruption or delay. We do not take responsibility for Service provided by others.
(c) If the law requires, we will also pay you compensation for any reasonably foreseeable loss you suffer as a result of interruption or delay to the Service caused by our fault or negligence. To the full extent the law permits, we do not accept liability for any loss in connection with the use of a Residential Service for business purposes because it is not reasonably foreseeable loss.
(d) The limitations set out in this clause do not apply to any legal liability we may have for direct loss or damage to tangible property or for personal injury or death.
(e) Except for any liability we have to you under the law which cannot be excluded, we are not liable for any delay, interruption or failure to perform an obligation under the agreement to the extent caused by an Event.
(f) Except for any liability we have to you under the law which cannot be excluded, we exclude all liability to you for loss of profits, loss of revenue, loss of opportunity or goodwill, loss of

actual or anticipated savings, loss or corruption of data, loss of any equipment value, any exemplary, punitive or special damage and any kind of indirect or consequential loss.

(g) We are not liable for any loss you suffer to the extent caused by you failing to take reasonable steps to reduce or avoid the loss.

(h) Except for any liability we have to you under the law which cannot be excluded, if we do not expressly accept liability to you in connection with the agreement or the Service, then we exclude that liability.

(i) Except if the law requires otherwise, we limit our total cumulative liability to you in connection with the agreement and the Service to the amount you paid us for the Service during the minimum contracted term.

(j) The limitations and exclusions of our liability set out in this clause 10.1 are to be construed for our benefit.

Your liability to us

(a) You are liable to us for any breach of the agreement or negligence by you according to general legal principles.

  (i) You must pay us the amount of any loss, cost (including legal costs), damage, expense or liability we suffer or incur in connection with use of the Service, or equipment used in connection with the Service, arising from negligence, fraud or breach of the agreement by you, your employees, agents or contractors or anyone authorised by any of them. Any third party claim arising from inaccurate or incomplete information or improper authorisation provided to us or our contractors by you, your employees, agents or contractors in connection with the Service.

(b) You are not liable for any delay or failure to perform any obligation under the agreement due to circumstances outside your reasonable control. You are not liable for any loss we suffer to the extent that we or any of our officers, employees, agents or contractors caused or contributed to the loss, or to the extent caused by Our Equipment, the networks and infrastructure our suppliers use to supply the Service, or by us failing to take reasonable steps to reduce or avoid the loss.

(c) If the customer for a Service is more than one person, each of you is jointly and individually responsible for the Charges and other obligations relating to the Service.

11. PRIVACY

We collect, use and disclose your personal information as set out in our privacy policy published on our website, and as disclosed to you when we collect information from you.

If you do not provide personal information which we reasonably require, we may choose not to supply, or to cancel or suspend supply of the Service to you, or to limit or not to provide credit terms to you.

You may ask us only to send you communications about your account, the agreement or as required by law, and not to send communications which market our services or Special Offers. You can access and update the personal information we hold about you. Please see our privacy policy on our website for information about this.

12. SOFTWARE LICENCE

This applies if we provide you any software to use with the Service. We grant you a revocable, non-exclusive, non-transferable licence to use the software, if third party software, subject to the terms and conditions of the applicable third party software licence.

You acknowledge and agree that we do not warrant the performance or features of the software and we are not responsible for providing any upgrades or updates for the software. You may only use the software until cancellation of the software licence or the Service in connection with which the software is licensed.

You must only use the software with the Service and in accordance with our directions and comply with any restriction on the number of end users or other capacity restriction applicable to the software, you must not copy, modify, remove or modify any copyright notice, sub-license, assign or otherwise transfer the right to use the software to any other person, decompile or reverse engineer the software or derive or develop other software based on the software we supply. You must cease to use the software on our request or cancellation of the Service, and if we request, promptly return to us or delete or destroy all copies of the software in your possession or control.

13. TELEPHONE NUMBERS AND IP ADDRESSES

You acknowledge and agree that any telephone number used in connection with the Service is allocated and regulated by law and your right to use it may cease on cancellation of the Service or if the number is required by the numbering regulations to be changed. If on cancellation of the Service, you do not transfer the telephone number to another service provider, it may be issued to another customer as set out in the numbering regulations. We will not be liable for any loss, cost, expense, damage or liability you suffer in connection with loss of the right to use a telephone number or change of a telephone number, in accordance with the numbering regulations. If we allocate an IP address to you for the Service, you must use it only in connection with the Service. You do not own the IP address and your right to use it ceases on cancellation or suspension of the Service for any reason.

Dialing emergency Services will cease to function correctly if you move or otherwise change the physical location of your Voice and/or data Service. Onus rests on the customer to notify Cirus Networks of any changes to your Voice and/or data Service address details. In the event of a Cirus Networks' supplier network outage, power failure or disruption to your Broadband Internet connection, you will not be able to use the Voice Service to dial emergency Services. For this reason we recommend that you have an alternative medium of contact, such as a cellular telephone.

14. CHANGES

We may make a change to the agreement at any time and with or without giving you notice if you agree to the change, the change benefits or has a neutral impact on you or the change is necessary for security or technical reasons or required by law.

We may vary any Charge and introduce any new Charge at any time with or without giving you notice for any Charge described as variable or subject to change, and for incidental charges such as credit card fees, to reflect an increase in our costs of supplying the Service resulting from a regulatory decision and to reflect a change in tax laws.

Apart from the kinds of changes set out above, we may make a change to the agreement which we expect to adversely affect you by giving you notice of the change.

If you have an Agreement with a Fixed Contract Period and we give you notice of a change under and you can demonstrate that the change is likely to have more than a minor detrimental impact on you during the Fixed Contract Period, you may terminate the Agreement by giving us 15 days written notice before the change of agreement takes effect. You will not incur any ETFs but you must pay other Charges such as equipment and usage costs.

You can change the agreement via a written request and with our written agreement. An upgrade, downgrade, relocation or other change to the Service may result in different Charges, may incur additional Charges, impact provisioning times and quality of service and cause interruption to the Service.

15. GENERAL

You can nominate an advocate to deal with us on your behalf; your advocate has no power to act on your behalf and has no access to your account information, unless your advocate is also your authorised representative. You can appoint an authorised representative to deal with us on your behalf as your authorised agent, by nominating that person in your order, or notifying us as we reasonably request. If you appoint an authorised representative,

that person has the power to act on your behalf as if they were you. If you are a business or a not for profit organisation and you do not nominate anyone, we can rely on the authority of any of your employees who tell us they have authority and you will be bound by any order, consent or direction made or given by them.

You can only assign or transfer your rights or obligations under the agreement with our prior written consent. We can assign our rights under the agreement to any person.

This agreement is governed by the laws of the Australian state or territory in which you reside and the courts of that state or territory will have non-exclusive jurisdiction.

We do not assign or grant a licence of any copyright or other intellectual property rights to you under the agreement. You must not use any of our trade names, trademarks, service marks, domain names or logos without our prior written consent. We are an independent contractor to you. You are not authorised to act on our behalf or to bind us to any obligation.

We aim to resolve complaints efficiently, fairly and courteously. For information on how to lodge complaints and how they are handled, refer to our Complaint Handling Process by contacting our customer service team.

We do not provide a priority assistance service for life threatening medical conditions, and we have no legal obligation to do so.

We may engage other suppliers and subcontractors to perform any of our obligations under the agreement, but we will remain responsible for their performance.

If any term of the agreement is considered void or voidable or unenforceable because of law, the rest of the agreement will not be affected.

If you or we do not exercise any right under the agreement, it will not be considered to waive that right or any other rights under the agreement. If you or we waive a right under the agreement, that waiver is effective only in the specific instance and for the specific purpose for which it is given. If the agreement requires you or us to give notice, it must be given in writing unless otherwise specified. We may give you notice by mail, facsimile, by message on or sent with the bill or by email to your last known address. You can give us notice by mail, facsimile or email to our customer service team. A notice will be deemed to be received as follows: if given by normal mail on the 3rd day after posting, if given by express post on the next day after posting, if given by facsimile or email immediately when sent if during normal working hours or as soon as practicable

16. DICTIONARY AND INTERPRETATION

Customer Service Guarantee Standard or **CSG** means the Telecommunications (Customer Service Guarantee) Standard 2011.

Fixed Contract Period, in respect of a Service, means the minimum contracted term specified in your order for the Service, commencing on the Start Date, but does not mean a month to month term.

Service means the service requested in your order and any related equipment, software, firmware and other goods and services we supply you in connection with the Service.

General Terms means the terms and conditions set out in this document.

Event means any circumstance outside the reasonable control of the affected party, including but not limited to act of god, fire, flood, storm, earthquake, war, riot, strike or unforeseen labour dispute, shortage of labour, equipment or materials, change of law or regulation, act or omission of any government authority including failure or delay in granting any approval or licence, electromagnetic interference, failure or variations in power supply, air conditioning or humidity control, act or omission of any of our suppliers or other third party, cable cut, failure of network, equipment, software, facilities or infrastructure owned or operated by any of our suppliers or another third party.

Excluded Incident means an interruption or delay to the Service caused directly or indirectly by an Event any fraud, negligence or breach of the Agreement by you or any of your officers, employees, agents or contractors, Customer Equipment, our Equipment loaned to you provisioning, upgrade or reconfiguring of systems or equipment requested by you cancellation, suspension or restriction of the Service in accordance with the Agreement, scheduled maintenance, upgrade or repair of Our Network or Our Equipment or network, equipment, software, facilities or infrastructure owned or operated by any of our suppliers.

Network Boundary means the point where responsibility for the Service transfers from us to you as set out below unless stated otherwise in the Service Description, for a broadband or other data service to a single dwelling premises, the Network Boundary is the network termination device (NTD) on the exterior wall of the premises or if there is no NTD the building MDF or first telephone socket in the premises. For a business premises or a multi-storey building, the Network Boundary is the main distribution frame (MDF).

Start Date means the earlier of the date when you first use the Service and the date on which the Service is first available for use as notified by us unless stated otherwise in the Critical Information Summary or Service Description.

we, our, us means Go Voip Pty Ltd t/a Cirus Networks ABN 34147732152.

you, your or yours means the customer whose name appears on the order.

Agreement means the terms and conditions on which we supply the Service to you and is made up of these General Terms, the Service Description, the Critical Information Summary and your order.

Early Termination Fees (ETF) means the fee payable by you in respect of a Service with a Fixed Contract Period if you change a plan or if the Service is cancelled and unless stated otherwise in the Critical Information Summary, is calculated by multiplying the minimum monthly charge by the number of months remaining in the Fixed Contract Period as at the date of Service cancellation (months remaining x minimum monthly charge).

Carrier and **Carriage Service Provider** have the meanings given them in the Telecommunications Act 1997.

Charges means those monies payable by you to us under the agreement as varied in accordance with the agreement. Charges include those set out in your order, the Critical Information Summary, the Standard Fee Table, the Special Offer (if any), and any amounts payable for rental of Our Equipment and for provision of any additional services by us.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

Critical Information Summary means our document headed 'Critical Information Summary' which sets out charges and information related to the plan ordered for the Service.

Customer Equipment means equipment, cabling, software, infrastructure and services of your own, or provided to you by a third party, or located on your side of the Network Boundary, including all equipment you purchase from us but excluding Our Equipment and Our Network**.**

Last update: March 2017

Cirus Networks ABN 34147732152.
Contact us if you have any concerns or queries, our contact details are as follows:
Phone: 1300 707 385.
Post: Customer Service, Cirus Networks P.O. Box 1575 Wollongong NSW 2500.
Fax: (02) 42282022.
Email: support@CirusNetworks.com.au
Trading Hours are Monday – Friday: 8.30 a.m. – 5 p.m.