



Frontier Networks Pty Ltd

Standard Form of Agreement

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DOCUMENT HISTORY**Table 1 – Document History**

Date	Revision	Description of Modification	Author
19/4/13	1v0	Initial Release	D Waldie
16/11/13	2v0	Incorporation of VillageConnect and minor updates	D Waldie
17/11/13	3v0	Minor updates	D Waldie
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1 DOCUMENT STRUCTURE AND PRECEDENCE

Section 1. Document Precedence

1.1 Frontier's Terms and Conditions are dictated by a number of documents which are to be applied with the following order:

- (a) The formal service proposal signed by the Customer and accepted by Frontier;
- (b) The Acceptable Use Policy;
- (c) The Wholesale Service Level Agreement Schedule (if applicable);
- (d) The Retail Service Level Agreement Schedule (if applicable);
- (e) One of the following Service Schedules (together, the "Service Schedules":
 - (i) Broadband Service Schedule;
 - (ii) Voice Service Schedule;
 - (iii) IP PBX Service Schedule;
 - (iv) VillageConnect™ Service Schedule;
 - (v) Connect Service Schedule; and
 - (vi) Telehousing and Facilities Access Service Schedule, and
- (f) General Terms and Conditions of Service.

1.2 Clause 1.1(a) is the highest precedence document.

1.3 If a term in a document contradicts that of a lower precedence document, the term in the higher precedence document shall prevail.

1.4 If a term in a document contradicts that of a higher precedence document, the term in the lower precedence document shall be considered to be struck from the document.

Section 2. Document Application

2.1 Depending on which services have been purchased by the Customer, different documents may apply.

- (a) The General Terms and Conditions apply to ALL Frontier Customers.
- (b) The Acceptable Use Policy applies to ALL people connected to Frontier's network (whether they are a direct, or indirect Customer of Frontier's).
- (c) The Wholesale Service Level Agreement Schedule applies to approved wholesale customers who are purchasing service predominantly for the purpose of resale (either directly or indirectly) to their customers.
- (d) The Retail Service Level Agreement applies to all Frontier Customers other than those to whom the Wholesale Service Level Agreement applies.
- (e) The Service Schedules to any person who is acquiring that Service, and any end user to whom that service is resold or who uses that Service (for example, the VillageConnect™ Service Schedule applies to Customers who have purchased a VillageConnect™ Service and to the end users who subscribe to VillageConnect™ Service.
- (f) For the avoidance of doubt, the Connect Service Schedule applies to Customers who have purchased one of the following services:
 - (i) All Internet Services;
 - (ii) Voice; or
 - (iii) Layer 2 Private Networks.

2 GENERAL TERMS AND CONDITIONS

You should be aware that we can change these terms at any time. If we change these terms, these online versions of these terms and conditions will always be updated to reflect those changes.

Words with initial capital letters (e.g. "Plan Table") have the meanings set out in the Glossary at the end of the Agreement.

Our contract with you is comprised of the details in your application form, these terms and conditions, the applicable Service Schedules and any documents incorporated by reference.

Section 1. Your obligations

1.1 We will provide you with the Service and will use reasonable care and skill in doing so. In order for us to provide you with the Service, there are things that we need to ask you to do. These are that you:

- (a) Ensure your PC meets the requirements set out on the Website from time to time;
- (b) Comply with the Acceptable Use Policy;
- (c) not use, attempt to use or allow others to use the Service in a way that, in Frontier's reasonable opinion, significantly interferes with other customers' use or enjoyment of the Service or interferes with our efficient or proper operation of the Service (to avoid doubt, a high level of usage on an unlimited downloads plan will not, by itself, be a breach of this clause); pay all fees and charges associated with your use of the Service, in accordance with Section 2;
- (d) Make sure you keep your account information, password, data and equipment secure;
- (e) Regularly check the default email address that we have allocated to you for messages about your Service;
- (f) Receive our newsletter;
- (g) Ensure that any equipment provided by you does not damage the Service or the Broadband Transmission Facilities

1.2 There are certain things that, despite our best efforts, we cannot guarantee or provide in relation to the Service. This means we have to ask you to acknowledge each of the following:

- (a) We will use reasonable care and skill in providing the Service and will provide the Service in accordance with this Agreement. However, given the nature of telecommunications systems (including the Service's reliance on systems and services not owned or controlled by us), we cannot promise that the Service will be continuous, accessible at all times or fault free.
- (b) We will provide the Service Level Agreement as set out in Service Level Agreement Schedule as updated from time to time.
- (c) We may not be able to meet a request from you to provide detailed information about your usage of your Service (for example, information about what sites you visited and when).
- (d) We do not have to monitor use of the Service, whether by you or anyone else. If we do so, we can stop the monitoring at any time. We may monitor use of the Service to see whether you are complying with the Acceptable Use Policy or to investigate a breach (or suspected breach) of that policy. However, we are not under any obligation to enforce the Acceptable Use Policy or any other policy that applies to anyone using services that we provide to them.
- (e) Where you provide your own wireless PC connection device, you are responsible for any loss caused by an unauthorised interception of your Service.
- (f) We are not responsible for any loss caused by equipment provided by someone other than us.

Section 2. Charges for your Service

2.1 As with any service provided by Frontier, we ask you to pay certain charges. With this Service, you are responsible for paying the charges set out in the Plan Table (as amended from time to time in accordance with clause 5.2) for your selected pricing plan, starting from your Service Commencement Date and by the date specified on the invoice.

2.2 These charges apply even if they have been incurred by a person using your Service without your authorisation.

2.3 Our plans, except our Unlimited plans, have usage charges and for that purpose, 1 Megabyte is 1,000,000 bytes.

2.4 Unless specified in the Plan Table or your Application Form, data that travels from you to us (upstream) is not included in any data charge calculation.

2.5 You should only accept this Agreement if you agree to pay the charges set out in the Plan Table.

2.6 You should only purchase a plan that has usage charges (including voice plans) if you agree to pay these charges in full.

2.7 If you have a plan with a monthly allowance and usage charges Frontier will provide for you a tool that permits you to monitor and manage your usage.

2.8 Tools may include:

- (a) Emails detailing the amount of allowance you have consumed when you approach or exceed your monthly allowance.
- (b) Online tools allowing you to view your consumption
- (c) Any other tool that Frontier believes will provide you access to your usage information.

2.9 If you exceed your allowance and upgrade to a plan that is of equal or greater value and has a usage allowance that is greater than the amount you used in the month that caused you to be in excess of your allowance Frontier may, at its sole discretion, offer you a ex-gratia credit on your usage charges. This credit will not exceed 50% of your excess usage charges for:

- (a) the current month if you request the upgrade before your billing cycle ends and you have exceeded your allowance at the time you request the upgrade; or
- (b) The previous month if you have not exceeded your usage allowance for the current month at the time you request the upgrade.

2.10 Frontier will not credit your usage charges if you do not apply for the upgrade in the month that you incurred the excess usage or the month immediately after.

2.11 Frontier will not credit your usage charges under any circumstances if you have previously received an ex gratia credit for excess usage charges and have not upgraded your service to a more appropriate plan.

2.12 We have chosen to structure our charges so that all monthly fees are payable in advance and any additional megabyte charges are payable in arrears. Other fees and charges that are payable by you as set out in the Plan Table or Application Form are payable by the due date specified on the invoice.

2.13 We will produce only one invoice per month per account for recurrent charges. The date this invoice will be released will be the first business day of each month for the calendar month.

2.14 Invoices are due and payable 14 calendar days from the date they are rendered. We may, at our option, choose to charge you interest on any amount of money not paid by the due date, such interest levied will be charged at the Reserve Bank cash rate plus 5% for the period from the due date on the bill where until the date when it was paid.

2.15 If an invoice is not paid by the due date we may, at our discretion, engage a Mercantile Agent to collect the default amount. In doing this we may:

- (a) Engage any Mercantile Agent of our choosing after an invoice has been in default for 30 calendar days; and
- (b) Instruct the Mercantile Agent to collect any outstanding amounts owed to Frontier by you; and
- (c) Charge you any fees rendered by our Mercantile Agent; and
- (d) Charge you any legal fees that may arise from proceedings; and
- (e) Require you to pay said fees in addition to the invoices that our Mercantile Agent has been given for collection; and
- (f) Subject to the provisions of clause 15.3, provide your personal information to a credit reporting agency.

2.16 We may allow you to choose to be billed for the Service by:

- (a) providing us with your credit card details for us to debit your charges for the Service, if your plan permits payment via this method; or
- (b) other billing methods that we may make available from time-to-time.

2.17 We may provide you with the option to pay for your Service via credit card. If you choose to provide us with your credit card details for the purposes of paying for your Service, we may:

- (a) bill all fees and charges (including usage charges) to your credit card on a monthly basis from your Service Commencement Date;
- (b) disclose your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details;
- (c) take steps to verify that there is sufficient credit on your credit card account to meet likely fees;
- (d) charge any Cancellation Fee payable under clauses 1.3(b), Section 4 or Section 5 to your credit card immediately on notice of termination; and
- (e) charge any fee for our Equipment that has not been returned within 28 days of notice of termination.

2.18 We may provide you with the option to pay for your Service via direct debit. If you choose to use this payment option you must complete a Direct Debit Application form whereupon Frontier may, subject to any limitations described on your direct debit application:

- (a) Deduct amounts sufficient to pay all fees and charges (including usage charges) outstanding on your account when the direct debit is processed;
- (b) Deduct amounts sufficient to pay suspension fees that may be outstanding.
- (c) Charge you a fee of \$22.00 including GST for a direct debit that has failed due to insufficient funds;
- (d) Deduct any Cancellation Fee payable under clauses 1.3(b), Section 4 or Section 5 immediately on notice of termination; and charge any fee for our Equipment that has not been returned within 28 days of notice of termination;
- (e) Withdraw your ability to use Direct Debit as a payment method if your account has insufficient funds on 3 or more consecutive occasions no less than 14 calendar days apart.

2.19 All transactions are processed in AUD unless otherwise specified.

Section 3. Security Deposits

3.1 Frontier may, at its sole discretion require a security deposit to be lodged with us:

- (a) Prior to delivery of a new service if:
 - (i) The estimated monthly spend exceeds \$250 including GST; and
 - (ii) A credit worthiness check fails; and
 - (iii) You are not able to satisfy Frontier of your credit worthiness.
- (b) Prior to releasing a suspension of your service if:
 - (i) You are using a service that has a Bronze or Silver SLA; and
 - (ii) You have been suspended for non payment on at least one other occasion in the past six months; and
 - (iii) Your average monthly spend over the prior 3 months exceeds \$250.00.
- (c) In order to prevent service suspension or cancellation if:
 - (i) Your account falls into arrears more than 14 days; or
 - (ii) Frontier believes that your account is likely to fall into arrears more than 14 days; and
 - (iii) You are unable to convince Frontier of your credit worthiness.

3.2 Security deposits will be calculated using the following formula:

- (a) For users who have existing services, taking the higher of \$500 and the sum of your past three invoices nett of:
 - (i) Installation charges; and
 - (ii) Miscellaneous equipment charges
- (b) For users who require new services, taking the higher of \$500 and the sum of
 - (i) Your monthly service charges multiplied by 3;
 - (ii) Your installation fee; and
 - (iii) Any existing security deposit.
- (c) Security deposits are held by Frontier against your account to cover your fees and charges should your account become delinquent. Security deposits should not be considered a "prepayment" on your account and will not be used to pay for services as and when they fall due.
- (d) After your account has been terminated your security deposit will be returned to you within 30 days. The amount returned to you will be nett of:
 - (i) Outstanding service fees; and
 - (ii) Cancellation Fees payable under clauses 1.3(b), Section 4 or Section 5; and
 - (iii) Equipment charges for Equipment that has not been returned within 28 days of termination; and
 - (iv) Mercantile Agents fees
- (e) If you have a Security deposit lodged with Frontier and you cancel or alter your services such that the monthly service charges reduce to less than 70% of the value on which your security deposit was calculated you may apply in writing to have a portion of the security deposit refunded. The amount of the Security deposit refunded will be calculated by subtracting the amount calculated in clause 3.2(a) from the security deposit already held by Frontier. Applications for security deposit reductions must be made in writing to accounts@frontiernetworks.com.au.

Section 4. Commencement and termination of this Agreement

4.1 Commencement of Agreement

- (a) We ask you to note that this Agreement commences on the date that you sign or submit an Application Form. The term of your Service commences on the date we complete installation of all Broadband Transmission Facilities required under the agreement with you and activate your service in our system.

4.2 Application Cancellation

- (a) You may cancel an application made for a service at any time prior to the commencement of the service. To avoid doubt it should be emphasised that cancellation requests received subsequent to the commencement of those services are service cancellation requests and clause 4.4 will therefore apply.
- (b) Application cancellation requests must be made in writing and sent by email to cancellations@frontiernetworks.com.au.
- (c) Upon receipt of your cancellation request we will issue you with a ticket number by email, confirming that we have received your request. The date of your request is deemed to be the date when this confirmation email is sent by us. If you have not received your ticket number within 24 hours of sending your request then you should assume that we have not received the request and you should make contact with us to follow this up.
- (d) To ensure that your cancellation request is processed promptly, once you have received your ticket number, phone Frontier Customer Service on 1300 85 85 35 and quote your ticket number to confirm.
- (e) Upon cancelling an application you will be charged the Application Cancellation Fee unless a Cooling Off Period applies to you in which case you will only be charged the Application Cancellation Fee if you cancel after the Cooling Off Period has ended.
- (f) Where a Cooling Off Period applies to you we may choose to delay commencement of installation work for the service until after the Cooling Off Period has ended.

4.3 Our right to suspend or terminate a service

- (a) We may suspend or terminate your Service if:
 - (i) you are in serious breach of this Agreement (you will be in serious breach if you breach your obligation to pay our charges for the Service, breach the Acceptable Use Policy or breach clauses 1.1(c), 1.1(d), 1.1(e), 1.1(g), 9.4, 10.3 or 13.2 of this Agreement); and
 - (ii) we have notified you in writing of your breach and you have failed to remedy the breach within 30 days of our notice (if the breach can be remedied).
 - (iii) If the breach is something which cannot be remedied, we may immediately terminate your Service with notice to you.
 - (iv) Engaging in conduct that breaches the Acceptable Use Policy or breaching clauses 1.1(d), 1.1(g), 9.4, 10.3 or 13.2 of this Agreement are breaches that are not capable of remedy.
- (b) In addition, we may suspend or terminate your Service if you do not pay the charges by the due date. If we lift the suspension on your Service, a \$30 administration fee applies.
- (c) If we terminate your Service under clause 4.3(a) during your Contract Term, you must pay us the Cancellation Fee.
- (d) We may suspend the Service to you during the 30 day period before we terminate your Service under clause 4.3(a). If we do suspend your Service, we will reimburse any monthly fees (pro-rated if necessary) that you paid during the suspension.
- (e) If we terminate the Service for any reason, you must still pay us for any charges incurred before the termination.
- (f) We may also terminate the Service at any time by giving you 30 days prior written notice.
- (g) If we terminate your service under the provisions of clause 3.2(b) and you fail to settle your account within 90 days we may, at our sole discretion, retain or sell any equipment of yours that is in one of our data centres as part payment of your account.

4.4 We understand that, at some stage, you may no longer wish to continue with your Service for a number of reasons. Your rights when cancelling your service are as follows:

- (a) All cancellation requests must be made in writing and sent by email to cancellations@frontiernetworks.com.au.
- (b) You may make a cancellation request under this agreement at any time provided you give us at least 28 days notice, unless you are cancelling under clause 4.4(f).
- (c) If you cancel this Agreement before the end of your Contract Term, you must pay us the Cancellation Fee unless you are cancelling under clause 4.4(f) in which case you do not have to pay the Cancellation Fee.
- (d) Upon receipt of your cancellation request we will issue you with a ticket number by email, confirming that we have received your request. The date of your request is deemed to be the date when this confirmation email is sent by us. If you have not received your ticket number within 24 hours of sending your request then we are deemed not to have received the request and you should follow up with us.
- (e) Your cancellation request will take effect on your next service anniversary date following the expiry of the 28 day notice period, unless you are cancelling under clause 4.4(f).
- (f) In certain circumstances you may request that your Service be cancelled immediately. "Immediate cancellation" means that no notice period applies so your cancellation request will take effect on your next service anniversary date following the date of your request. Immediate cancellation requests may be made when:
 - (i) we are in serious breach of this Agreement; that is, if we breach our obligation to use reasonable care and skill in providing the Service and our obligations under clause 5.2); and
 - (ii) you have notified us in writing of our breach and we have failed to remedy the breach within 30 days of receiving your notice.

4.5 At certain times, we need to perform maintenance on or protect our networks to keep providing a high performing service to users. This means that we may sometimes need to suspend your Service if it is necessary for the purpose of maintenance, integrity, protection or restoration of our networks or the users of our networks. If we need to suspend your Service under this clause, we endeavour to ensure that the suspension is for as short a period as is reasonably possible.

4.6 Unfortunately, we cannot control some external events that may affect our provision of the Service to you. If a Regulatory Event occurs, we may not be able to continue providing the Service to you at all or may not be able to provide it on the same terms as set out in this Agreement. If this happens, we will give you as much notice as we reasonably can and we may need to terminate this Agreement. You will not pay any Cancellation Fee if your Service is terminated under this clause.

4.7 Exercise of our rights under clauses 4.5 and 4.6 does not affect your Contract Term.

4.8 The effect of termination

- (a) We need to make sure that certain things occur if you or we terminate this Agreement. So, if this Agreement is terminated:
 - (i) any software licences granted to you under this Agreement will immediately terminate and you must return to us or destroy the Software and all copies as we direct; and
 - (ii) you must immediately return any of our property to us.
- (b) If we terminate this Agreement under clause 4.2 and, at your request, we later agree to provide you with the Service again, you will need to pay us a disconnection fee set out in the Plan Table.
- (c) If you fail to return our property to us within 28 days of termination of this agreement you will be liable for the full retail price of the property.

Section 5. Changing this Agreement

5.1 From time to time, we need to be able to change these terms to reflect our changing business. We can change this Agreement (including the Plan Table and any prices or the Acceptable Use Policy) in accordance with this clause 5.

5.2 We must give you at least 30 days' prior notice of the change, unless:

- (a) we need to make the change immediately in order to act legally or the change results from changes in the law. If this is the case, we will give you as much notice as we reasonably can; or
- (b) the change will benefit you. If this is the case, we can make the change and without giving you notice; or
- (c) the change relates to call charges on our Voice service. If this is the case, we can make the change immediately and the Voice Schedule applies.

5.3 If we make a change to this Agreement during your Contract Term and the change means that you are materially worse off (and does not fall within clause 5.2(a)), you may terminate this Agreement by giving us notice within 14 days of the date we notify you of the change. If you terminate your Agreement, you will not have to pay us the Cancellation Fee and the Agreement will be terminated from the date the change takes effect.

5.4 If we make a change to this Agreement after the expiration of your Contract Term and you do not accept the change, you may cancel this Agreement by giving us notice. The Agreement will be terminated from the date the change takes effect.

5.5 If you choose to cancel this Agreement under clauses 5.3 or 5.4, we will refund you any unused portion of your monthly charges.

5.6 If you do not notify us of your decision to terminate this Agreement under clause 5.3 or 5.4 and continue using the Service from the date on which the change comes into effect, you will be taken to have agreed to the change.

Section 6. Altering your service

6.1 From time to time you may wish to alter your service. Alterations may be made by contacting our contact centre subject to the following conditions:

- (a) Alterations will take place on the service anniversary;
- (b) We will charge you a Service Alteration Fee unless you are upgrading to a Service of greater value.

6.2 Alterations involving the moving from one SLA class to a lower SLA class will require termination of the existing service and establishment of the new service.

6.3 Subject to the provisions of 6.2, if you alter a service we may at our discretion charge you:

- (a) the Cancellation Fee for your existing service;
- (b) Establishment Fees for your new service; and
- (c) Service Alteration Fee;

Section 7. Professional installation

7.1 Broadband Transmission Facilities and Equipment

- (a) All Frontier Broadband Transmission Facilities and Equipment are professionally installed.
- (b) We will install the Broadband Transmission Facilities and the Equipment at the Premises and will maintain those facilities for so long as we continue to supply the Service to you.
- (c) Where we specify a date to you for installation, we will try to keep to the specified date. However, if we cannot keep the specified date, we will tell you and will complete the installation as close to that date as reasonably possible.

7.2 Accessories

- (a) When you purchase an Accessory from Frontier you may nominate to have that Accessory professionally installed for an additional charge.
- (b) Accessories that are installed by Frontier Networks are not maintained by Frontier Networks.
- (c) Frontier may at its discretion charge a fee for service for maintaining an Accessory (whether purchased from Frontier or not).
- (d) Frontier may at its discretion refuse to maintain an Accessory (whether purchased from Frontier or not).

7.3 To ensure that we have proper permission to enter your Premises to have your Service or Accessory professionally installed, we ask you to warrant either that you are the owner of the Premises; or that you have obtained permission from the owner (including anybody corporate) for us to enter the Premises and install, maintain or remove the Broadband Transmission Facilities and the Equipment. If you ask us to install the Broadband Transmission Facilities and the Equipment in a particular way and we tell you that we do not recommend that method of installation, we are not responsible for any loss that results from acting in accordance with your instructions.

7.4 The safety of our employees is of paramount importance to us. We ask you to make sure you give us safe access to the Premises when we come to install, maintain or remove the Broadband Transmission Facilities and the Equipment.

7.5 Sometimes we may need another party to help to install the Broadband Transmission Facilities at the Premises (such as a qualified plumber or electrician), or for a third party network operator to disconnect their telecommunications services or cables on the Premises. If we do need this kind of help, we will tell you first and will require you to arrange for the work to be completed before we proceed with our installation.

Section 8. Interception

8.1 You acknowledge and agree that where the Service is a Carriage Service (as that term is defined in the Telecommunications Act 1997 (Cth)), we may be required by law to intercept or monitor communications sent using the Service. We may also be required to cooperate and involve police or other law enforcement agencies in such activities without notice.

Section 9. Ownership and use of the Transmission Facilities

9.1 The Transmission Facilities are an important part of our ability to provide you with the Service. This means we need to make sure that the Transmission Facilities remain our absolute property at all times.

9.2 For all purposes (including section 22(1) of the Telecommunications Act 1997 Cth)) the boundary of our telecommunications network is:

- (a) the wall plate in the Premises providing your DSL or Ethernet Service; or
- (b) in the case of any Equipment being installed by us the Ethernet port on the Equipment identified for Service connection; or
- (c) any point specified in a Service Schedule; or
- (d) any point that we may notify you of from time to time.

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9.3 It is your responsibility to maintain and operate the network components and devices on your side of the network boundary.

9.4 To help protect our ability to provide you with the Service, you must not:

- (a) damage the Transmission Facilities in any way;
- (b) use or permit anyone else to use the Transmission Facilities (except to access your Service in accordance with this Agreement) without our prior permission; or
- (c) remove any marking which identifies the Transmission Facilities as belonging to us.

Section 10. Ownership and use of the Equipment

10.1 To facilitate the supply of the Service to you, we may choose to provide Equipment to you during the term of this Agreement. If we do so, risk in the Equipment passes to you when the Equipment is delivered to the Premises.

10.2 The Equipment, which is owned by us, will remain our property at all times unless ownership transfer thereof is specified in a Service Schedule.

10.3 To protect our interests in the Equipment which is owned by us, we ask, and you agree, that unless and until ownership of the Equipment passes to you under clause 10.2, you will:

- (a) not sell the Equipment; and
- (b) not damage the Equipment; and
- (c) not give a third party possession or use of the Equipment without our prior consent.

Section 11. Maintenance of the Service

11.1 We encourage you to use our technical support services for genuine problems with your Service. We will use reasonable efforts to rectify the problem as soon as possible. However, we ask you to acknowledge that:

- (a) we do not provide technical support services for configuring your local area network to connect it to your Service, and do not provide assistance with local area network-related difficulties; and
- (b) we will only provide support for connecting your Service to a single PC (as we do not support multiple network cards and devices); and
- (c) if we need to attend your Premises in response to a technical support call, and we believe on reasonable grounds that there is no Service problem, or that we did not cause the Service problem, we may charge you a service fee that will be notified to you prior to our site visit.

Section 12. Maintenance of the Equipment

12.1 We are pleased to stand behind the Equipment that we provide to you and any new Frontier branded Equipment that our authorised dealers provide to you under these terms. If you obtain the Equipment from us or any new Frontier branded Equipment from our authorised dealers:

- (a) we will service and maintain that Equipment and keep it free from any defects in workmanship and materials associated with normal use, during the Maintenance Period (subject to availability of suitable parts, components, materials and labour); and
- (b) if for any reason the Equipment fails to operate within the Maintenance Period, we may at our sole discretion repair, refurbish or replace all or part of the Equipment (subject to availability of suitable parts, components, materials and labour). Replacement parts may be new or refurbished. If we give you a replacement part, you must return the replaced part to us.

12.2 From time to time we may need to remotely upgrade the Equipment connected to the Broadband network, to ensure the security, correct operation and performance of that device on the Service. During a firmware upgrade, you may experience a short service interruption.

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12.3 We do need to make sure that a process is followed in relation to reporting maintenance problems and that we do not spend time maintaining Equipment that has not been used appropriately. This means that, subject to clause 12.6, we are only responsible for servicing and maintaining the Equipment under clause 12.1 if:

- (a) you notify us of the defect during the Maintenance Period and follow the procedures for requesting maintenance services, as set out on the Frontier Networks website; and
- (b) you have been supplied with either the relevant Equipment by us (including the new or refurbished Equipment) or the new Frontier branded Equipment by our authorised dealer; and
- (c) you have used and maintained the Equipment in accordance with our instructions and have not modified it in any way; and
- (d) the Equipment has only been used with our broadband network.

12.4 Subject to clause 12.6, we are not responsible for servicing and maintaining the Equipment under clause 12.1 if the Equipment is defective or fails to operate as a result of:

- (a) any abuse, misuse, neglect, mishandling or misapplication of the Equipment; any accident by you or a third party; any improper maintenance or service; or any unusual hazards affecting the Equipment (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage); or
- (b) electrical supply problems or failure to provide a suitable environment for the Equipment; or
- (c) any natural disaster (including, but not limited to, floods, lightning and fire), acts of terrorism, or any other cause beyond our reasonable control.

12.5 Frontier reserves the right to charge you for Equipment that is owned by us and is damaged as a result of the conditions specified in clause 12.4.

12.6 The rights conferred on you under this Section 12:

- (a) cease to apply if this Agreement is terminated for any reason before the end of the Maintenance Period; and
- (b) are in addition to any non-excludable rights, conditions or warranties implied by law, including those under the Trade Practices Act 1974 (Cth).

12.7 All other rights, conditions or warranties related to maintenance of the Equipment are excluded.

Section 13. Software licences

13.1 We may choose to provide Software to you and grant you a revocable nonexclusive licence to use the Software. Your rights in the Software are those set out in this Section 13.

13.2 Where we provide Software to you, it is important that you agree to:

- (a) only use the Software (including storing, loading, installing, executing or displaying it on a computer) in conjunction with your Service;
- (b) only use the Software in accordance with our directions from time to time;
- (c) not sub-licence, assign, share, sell, rent, lease or otherwise transfer to any person your right to use the Software;
- (d) not copy (other than making one copy for archival or backup purposes), translate, adapt, modify, alter, de-compile, disassemble, or reverseengineer the Software; create any derivative work of the Software; merge the Software with any other software; or change the Software in whole or in part, except as permitted under the Copyright Act 1968 (Cth); and
- (e) not alter or remove any copyright or other intellectual property notifications applied to the Software.

Section 14. Limitation of liability

14.1 Our liability to you

- (a) This contract is made up of the terms that are expressly set out in this contract and those implied by laws that cannot be excluded by us. No other terms apply.
- (b) If you are a Residential Customer, clauses 14.1(c), 14.1(d), 14.1(e) and 14.1(k) apply to you.
- (c) We accept our liability to you if we breach this Agreement or act negligently under the principles applied by the courts, except for as set out in clauses 14.1(d) and 14.1(e).
- (d) As you have taken up the Service predominately for personal, domestic or household use, we do not accept liability for any business related losses that result from the use of the Service. However, we will accept that liability if it cannot be excluded under any legislation.
- (e) We are not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of this Agreement.
- (f) If you are a Business Customer, clauses 14.1(g), 14.1(i), 14.1(j), and 14.1(k) apply to you.
- (g) Subject to clause 14.1(i) where the price of the Service does not exceed \$40,000 or the Service is of a kind ordinarily acquired for personal, domestic or household use or consumption, we accept liability for direct loss caused by:
 - (i) our failure to provide the Service with due care and skill;
 - (ii) any goods or materials supplied in connection with the Service not being reasonably fit for the purpose for which they are supplied; and
 - (iii) our breach of a condition or warranty that is implied into this Agreement by the Trade Practices Act, provided that you have mitigated the direct loss to the extent possible.
- (h) We are not liable for any loss to the extent that it is caused by you, for example, through your negligence or breach of this Agreement.
- (i) To the extent (if any) that the Service is not of a kind ordinarily acquired for personal, domestic or household use, our liability under clause 14.1(g) is limited to, at our option:
 - (i) re-supplying or paying for the costs of having the services resupplied, if the liability relates to services; or
 - (ii) repairing the goods or refunding the purchase price of the goods, if the liability relates to goods (including for example, Equipment).
- (j) To the extent permitted by law, we exclude all liability to you for any indirect or consequential loss arising from or relating to this agreement (including your use of the Service) including:
 - (i) any loss of profits or loss of business (whether direct, indirect, anticipated or otherwise); or
 - (ii) any loss you may suffer as a result of any faults or interruptions in your Service, or
 - (iii) any loss caused by any use made of the Service (including any content that is sent, received, viewed or hosted using the Service), or
 - (iv) any loss caused as a result of any virus, worm, hacking or any other security breach incurred as a result of your use of the service.
- (k) To the extent permitted by law, our total liability for loss that is not (for any reason) covered by or excluded or limited by clauses 14.1(g) to 14.1(j) is limited in aggregate for any and all claims to \$100.

14.2 Your liability to us

- (a) You are liable to us if you breach this Agreement or act negligently under the principles applied by the courts. However, you are not liable for any loss we suffer to the extent that it is caused by us, for example, through our negligence or breach of this Agreement.

Section 15. Information

15.1 Information concerning you will be held in a database. The database will contain your name, address, telephone numbers, bank account or credit card details, billing details, information relating to the provision and use of the Service, and information provided by you in connection with this Agreement or the Service.

15.2 This information (other than bank account and credit card details) may be used:

- (a) to enable us to perform our obligations to you under this Agreement, including to provide the Service;
- (b) to enable us to ensure that you perform your obligations under this Agreement;
- (c) by any entity related to us and any service provider, for planning, research, or if required by any law, or if required by the rules of any stock exchange and if you give us your express consent, for the promotion and marketing (whether targeted, direct or indirect) of our products and services or the products or services of any service provider and any entity related to us.

15.3 In addition to our rights under 14.2(a), we may give personal information about you to a credit reporting agency to:

- (a) obtain a consumer credit report about you; or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- (c) This information is limited to:
 - (i) identity particulars – your name, sex, address (and previous two addresses), date of birth, name of employer and drivers license number;
 - (ii) your application for consumer or commercial credit – the fact that you have applied for credit and the amount;
 - (iii) the fact that Frontier Networks is a current credit provider to you;
 - (iv) payments which are overdue more than 60 days, and for which debt collection has started;
 - (v) advice that your payments are no longer overdue in respect of any default that may be listed;
 - (vi) information that, in the opinion of Frontier Networks you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations); and
 - (vii) dishonoured cheques – cheques drawn by you for more than \$100 which have been dishonoured more than once.
- (d) This information may be given before, during or after the provision of credit to you.

15.4 We may use the information in 15.1 in order to establish, or help others establish your commercial or consumer credit worthiness.. We may:

- (a) obtain and use information concerning your commercial activities and commercial credit worthiness from a credit reporting agency or other business that reports on commercial credit worthiness to assess your application for the Service or to collect overdue payments;
- (b) obtain or use a consumer credit report about you from a credit reporting agency to assess your application for the Service or collect overdue payments; and
- (c) disclose information about you to other credit providers or obtain and use information from other credit providers for the purposes of assessing your application for the Service, your ongoing credit worthiness or the status of any account held by you with us or with any other credit provider.
- (d) This information may be given before, during or after the provision of credit to you.

15.5 We may send a monthly newsletter to you via email each month. It will contain information relating to the Service and may also contain information about Frontier and/or new products and services offered by Frontier that may be of interest or benefit to you. It will not contain any advertising, marketing or promotional material for third party suppliers. As it is one of the principle means by which we tell you about Service related matters, you cannot opt out of receiving it and we will not include a functional unsubscribe message with the email containing it.

15.6 You consent to the collection, use and disclosure of information as set out in this clause 15.

15.7 You must keep your username and password secret. If you are found to have distributed your username and password to other users, your username will be disabled. In order to overcome it being disabled you will need to resubscribe. This will incur additional charges.

Section 16. Relocating your Service

16.1 From time to time you may need to relocate one or more services covered by this agreement from its current location to a new location of your choosing. We cannot guarantee that we will be able to provide the Service at the new location or take responsibility for any delays.

16.2 Service relocation will be permitted under the following circumstances:

- (a) The access technology required to deliver the service does not change in any way; and
- (b) A new contract of service is signed for a minimum of 24 months; and
- (c) A service cancellation request is submitted for the existing service at the same time.

16.3 For relocated services Frontier will reduce the installation fee for the new service to 50% of that stated on the price list or application form for a 12 month term. If no such price list applies, Frontier will charge its reasonable costs of relocating the service including administration costs.

16.4 Services which are unable to be relocated due to changes in access technology due to the new location failing service qualification for the existing technology will not be eligible for the relocation discount.

Section 17. Transferring your Service or this Agreement

17.1 Your rights under this Agreement belong to you alone. You may not transfer your rights and obligations in respect of the Service or this Agreement without our prior consent. Our consent will not be unreasonably withheld.

17.2 We may transfer or novate any of our rights or obligations under this Agreement to a reputable, credit worthy third party who agrees to be bound by our obligations under this Agreement. We will notify you if this happens.

Section 18. Taxes

18.1 The charges in the Plan Table may not include all taxes. You must pay us any applicable taxes that we include as part of your invoice for the Service. Applicable taxes may include any stamp and other duties, fees, taxes (including GST) and charges relating to your purchase of any Equipment, this Agreement or the performance of this Agreement, and any other transaction arising out of this Agreement.

18.2 GST may be imposed on a supply we make to you under this Agreement. Unless the consideration payable for the supply is expressed to include GST you must pay us an additional amount to cover the GST. We will issue a Tax Invoice to you for any supply on which GST is imposed

18.3 In this Section 18, "GST" and "Tax Invoice" have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Section 19. Complaints Handling

19.1 If our service has not met your expectations with respect to performance, billing or for any other reason we encourage you to tell us about it at the first available opportunity. Our objective is to resolve any issues you may have as quickly and effectively as possible. We have put a complaints handling process in place in order to facilitate this.

19.2 To lodge a complaint you may either email or call us. In the first instance we recommend that you call. That way, if at all possible, we will resolve the issue(s) forming the substance of your complaint straight away, while you are on the phone.

19.3 In the event that you choose to write to us, complaints should be sent by email to complaints@frontiernetworks.com.au. We will acknowledge receipt of your written complaint by email within 5 working days.

19.4 After initial consideration it may be determined by us that further investigation will be required before the issue(s) forming the subject of your complaint can be resolved. When this is the case we will send you regular emails to update you on the progress made towards resolution of the issue(s) until such time as we can report that they have been resolved.

19.5 We will endeavour to resolve any issues which are the subject of a complaint made by you as quickly and effectively as possible and in any case within 30 working days.

19.6 As soon as the issue(s) forming the substance of your complaint have been resolved we will notify you by email. Unless we receive further correspondence from you with respect to your rights under clause 19.7 within 5 working days we will consider the matter closed.

19.7 If at any time you believe your complaint is not being handled satisfactorily you may escalate it by sending us an email to complaints@frontiernetworks.com.au advising us of this fact. You will then be assigned a case manager who will work with you to ensure that we resolve the issue(s) to your satisfaction.

19.8 In the unlikely event that after working with a case manager you are still not satisfied with our response to your complaint you may be entitled to take the matter to the Telecommunications Industry Ombudsman (TIO), an independent body established to assist in the resolution of disputes between telecommunications carriers and their customers. The TIO can be contacted on 1-800-062-058 or at www.tio.com.au.

19.9 Where the substance of your complaint relates to an amount of money that you believe has been incorrectly billed by us:

- (a) You must submit a 'Billing Dispute Form' to us at least 5 working days prior to the due date printed on the bill, otherwise the invoice is payable in full notwithstanding the disputed amount; otherwise your service may be suspended.
- (b) We will send you a 'Billing Dispute Form' upon request. Requests may be made by email to complaints@frontiernetworks.com.au or by phone.
- (c) Provided that sufficient notice has been given under clause 19.9(a) and in the event that an amount on your bill is still in dispute on the date when the bill falls due, payment of the disputed amount may be withheld by you. To avoid doubt, it must be emphasised that it is only the disputed amount that may be withheld. All other amounts on the bill must be paid by the due date in all circumstances; otherwise your service may be suspended.
- (d) For an amount already paid that you would subsequently like to dispute, a 'Billing Dispute Form' must be received by us within 6 months of the date of issue on the bill that records the charging of the disputed amount in question.

19.10 We, at our option, may choose to:

- (a) Cancel your service as part of a dispute settlement with you.
- (b) Charge you a 'Complaint Investigation Fee' of \$99.00 to offset the cost of investigating a complaint made by you if, after completing the investigation, the complaint was found to have been made without reasonable basis.
- (c) Charge you interest on any amount of money withheld by you subject to the resolution of a billing dispute, should this money be subsequently paid by you upon resolution of the dispute in our favour. Any such interest levied will be charged at the Reserve Bank cash rate plus 5% for the period from the due date on the bill where the amount in dispute is recorded until the date when it was paid.

Section 20. General Terms

20.1 Neither party waives any of its rights under this Agreement merely because it does not exercise them, or there is a delay in our exercising them.

20.2 This Agreement is governed by the laws of the Australian State or Territory in which you are connected to the Service.

20.3 Section 8, Section 9, Section 10, Section 14 and Section 15 survive termination of this Agreement (regardless of any other clauses that may survive termination).

20.4 If we need to notify you of any matters relating to the Agreement we ask, and you agree, that we may use post, fax, or email to the default email address we allocated to you. If we do use email, you will be taken to have received the email if the email leaves our servers, unless we receive evidence to the contrary.

20.5 If you acquire the Service through a Retailer, we ask you to acknowledge that:

- (a) the Retailer may act as our agent for the purposes of receiving a copy of this Agreement signed by you and providing it to us; and that
- (b) the Service is provided by us and not by the Retailer.

20.6 From time to time custom agreements may be made, in writing, between Frontier and You.

- (a) You accept that the Agreement:
 - (i) May be in print, fax or email; and
 - (ii) May or may not be signed by either party; and
 - (iii) Consists of a request by you to which we accept; or
 - (iv) Consists of a request by us to which you accept
- (b) Either party may accept an agreement by:
 - (i) Performing the requested task; or
 - (ii) Accepting the agreement in writing.
- (c) If any agreement is made that offends a clause within these terms and conditions, the custom agreement shall prevail.

Section 21. Severability

21.1 If any provision of provisions of this Agreement should be held to be invalid, unenforceable, illegal or in conflict with the Laws of any jurisdiction, this Agreement should be construed as though the invalid, illegal or unenforceable provision(s) had never been contained in it, unless the removal of the illegal or unenforceable provisions would materially alter the interpretation of this agreement so as to cause the provision of Services contemplated in it to become unreasonable.

Section 22. Miscellaneous Standard Charges

22.1 Field services callouts where you are at fault.

- (a) \$165 (including GST) for the first 30 minutes, \$55 (including GST) per 30 minutes thereafter, starting from the time the field services technician leaves our premises to when they return to those premises; and
- (b) our reasonable travel and accommodation expenses.

22.2 'Drop tools' priority restoration service: From time to time you may require a fault restoration to be completed in a time frame that is less than that identified in our Service Level agreement. Drop tools service is available subject to the following conditions:

- (a) Available to Bronze and Silver SLA customers only.
- (b) \$880 (including GST) for a response within 1 hour, \$440 (including GST) for a response within 4 hours.
- (c) Notwithstanding the 'Drop tools' priority service charges paid:
 - (i) There can be no guarantee given that problems can be resolved in these time frames.
 - (ii) Other charges may apply if the issue is found by us to relate to matters falling within your realm of responsibility and which are outside of our control.
- (d) Availability of this service is entirely at Frontier's discretion.

22.3 'Drop tools' priority installation: From time to time you may require a service to be installed in a time frame that is less than the time frames identified in our Service Level Agreement. Drop tools installation is available subject to the following conditions:

- (a) You agree to pay a drop tools fee equal to the standard 12 month installation fee for your service or \$1,000 (including GST), whichever is greater.
- (b) The drop tools fee is in addition to any installation or setup fees that are required in your Service Schedule.
- (c) Additional installation fees may be charged (with your prior approval) for the hire of specialist equipment, the use of which is intended to reduce the installation time.
- (d) All hardware and engineering resources required to complete the installation are in stock at the time your order is received by Frontier.
- (e) Drop tools installation must be accepted by Frontier Networks in writing and paid upfront.

22.4 If a customer chooses 'Drop tools' priority installation, Frontier will establish, in its written acceptance, a committed delivery date with the customer and use best endeavours to meet that date. If the committed delivery date is not met, Frontier will still charge the customer the Drop tools priority installation fee.

22.5 Freight & Handling

- (a) \$33 (including GST) – Applies to all shipped items < 3 kg
- (b) Weights > 3 kg will be quoted on a case by case basis

22.7 Non standard installations

- (a) From time to time you may wish to order a service that, due to specific requirements of your site, does not meet our "Standard Installation" requirements. For the installation to proceed you will need to sign and return our "Favour Waiver".
- (b) Non standard installations may require additional installation charges, you will be advised of these charges prior to any work being carried out.
- (c) You may be asked to confirm your acceptance of these charges in writing prior to the installation process proceeding.
- (d) The following charges will be levied for non standard installation works in addition to any monthly access fees and contracted setup fees. (These fees include GST.)
 - (i) Installation of lightweight mast – 6m \$180.00
 - (ii) Installation of lightweight mast – 9m \$250.00
 - (iii) Installation of lightweight mast – 12m \$350.00
 - (iv) Installation of double 10A GPO \$400.00
 - (v) Installation of heavy mast POA
 - (vi) Installation of earth \$400.00
 - (vii) Provision of elevated work platform \$350.00
 - (viii) Provision of crane and operator \$800.00

22.8 Charge Out Rates

- (a) From time to time, we may agree to perform works as professional services. If we do, our charge out rates are as set out below, ex GST, unless we agree otherwise in writing:
 - (i) Executive (Managing Director, Chief Operating Officer) - \$400.00 / hour

- (ii) Project Manager - \$220 / hour
- (iii) Senior Network Engineer - \$220 / hour
- (iii) Network Engineer - \$150 / hour
- (iv) Communications Engineer \$150 / hour
- (v) Provisioning Engineer - \$150 / hour
- (vi) Field Technician - \$120 / hour
- (vii) Help desk (level 1) operator - \$100 / hour

3 ACCEPTABLE USE POLICY

Section 1. Introduction

1.1 If you have an agreement with Frontier for a service ("Service") that includes or incorporates this Acceptable Use Policy ("AUP"), you must comply with this AUP when you use that Service.

1.2 A reference to "you" in this AUP includes a reference to your officers, employees, contractors, agents and anyone else (other than Frontier or its representatives) who uses the Service.

Section 2. What you cannot use the Service for

2.1 You must not use the Service, attempt to use the Service or allow the Service to be used in any of the following ways:

- (a) *Breaches of law* which results in you or Frontier breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with;
- (b) *Damage to property or people*
 - (i) which results, or could result, in damage to property or injury to any person; or
 - (ii) to harass, menace or stalk people;
- (c) *Protection of minors* which enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- (d) *Discrimination* which unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality;
- (e) *Obscene, defamatory, offensive, abusive*
 - (i) to send, display, access, make available, publish, distribute or be otherwise involved in material which is obscene, defamatory or is, or would be regarded by Frontier, acting reasonably, as, in all the circumstances, offensive; or
 - (ii) which is, or which would be considered by a reasonable person to be, offensive or abusive;
- (f) *Illegal business practices and gambling*
 - (i) to engage in any misleading or deceptive business or marketing practice; or
 - (ii) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;
- (g) *The rights of others*
 - (i) which infringes Frontier or any other person's rights (including intellectual property rights and moral rights);
 - (ii) which constitutes a misuse of Frontier or any other person's confidential information; or
 - (iii) which results in a breach by you of any obligation that you owe to any person.

Section 3. What you cannot use the service to do

3.1 You are not authorised to access Frontier computer systems or networks for any purpose other than to use the Service in accordance with this AUP and your agreement with Frontier for supply of the Service.

3.2 You must not:

- (a) *Interfering with services and systems*: interfere with the proper operation of the Service or any other part of Frontier network or systems;
- (b) *Newsgroups, forums and chat rooms*: use the Service to contribute to, or participate in, a Newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

3.3 You must not use the Service, attempt to use the Service or allow the Service to be used:

- (a) *SPAM and USENET SPAM* ;to send, cause the sending of or otherwise be involved in the sending of, SPAM or USENET SPAM;
- (b) *SPAM means*
 - (i) unsolicited commercial electronic messages as defined in the Spam Act 2003 (Cth) sent in breach of the Spam Act; or
 - (ii) Bulk electronic messages of any kind (including email, fax, SMS and ICQ messages). A bulk electronic message is when you send over 20 electronic messages or an electronic message to over 20 recipients during a period of 10 consecutive minutes.
- (c) *USENET SPAM means* Excessive electronic Newsgroup messages. Excessive means posting the same or substantially the same message ("Message") to one or more Newsgroups resulting in a Bredbart Index of 20 or more. A Bredbart Index is calculated by multiplying the number of Messages by the square root of the number of Newsgroups that they are posted to over a consecutive 45 day period.
- (d) *Virus, denial of service attacks*: in connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorised control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Frontier or anyone else's);
- (e) *Open relay and port probing*: to access or use Frontier or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data;
- (f) *Spoofing*: to create, send or alter in any way and by any means (including spoofing and use of third party mail servers), the contents of an electronic message for the purpose of hiding, obscuring or deleting the source of the message or making the message appear to come from someone other than you; or
- (g) *Usage limits*: to manipulate or bypass Frontier's content usage limits by any means including connecting multiple modems to the Service.

Section 4. Other obligations related to SPAM and USENET SPAM

4.1 You must not benefit from SPAM or USENET SPAM (which includes causing or requesting any of your details to appear in SPAM or USENET SPAM and/or receiving responses to SPAM or USENET SPAM).

4.2 You must not purchase, create, use, distribute, sell or otherwise be involved in software, services or lists of sites, addresses, numbers or other identifiers of any kind (including email addresses and phone numbers) that are used to promote, send, or assist with the sending of, SPAM or USENET SPAM.

4.3 If you send Bulk solicited electronic messages, then:

- (a) you must include in each message, an email address, telephone number, facsimile number or mailing address that can be used to notify you that the recipient no longer wishes to receive such messages from you ("Opt Out Notice"); and
- (b) if you are sent an Opt Out Notice, then you must immediately comply with the notice.

Section 5. Email messages

5.1 We set limits on the size of emails sent to or by you using your Frontier email account, the period for which email messages can be stored on Frontier servers and the maximum disk space that will be allotted on Frontier servers for your Service. These limits are set out in the Plan Table for your chosen plan ("Mail Quota").

5.2 We will delete any electronic mail message sent by you or addressed to you using your Frontier email account if:

- (a) the size of the mail message addressed to you (including attachments) exceeds your Mail Quota;
- (b) the size of the mail message sent by you (including attachments) exceeds 10 MB;
- (c) the total of your undeleted messages (including attachments) exceeds your Mail Quota; or
- (d) you have not deleted the message within 180 days of it becoming available to you (whether read or unread). We recommend that you delete emails on a regular basis. Once deleted, the message will not be able to be retrieved.

5.3 You will not send any electronic mail message via SMTP that is sent using a server other than the Frontier SMTP server, unless we otherwise agree with you. Please note this does not restrict your use of email services accessed solely via a web browser such as Hotmail.

5.4 We will delete any electronic mail message in your Frontier email account where the message has been stored in the Deleted or Spam folders 7 days after the message becomes available to you.

5.5 If we delete any electronic mail messages in your Frontier email account under the terms of this agreement we are not required to notify you or the sender of the mail message(s).

5.6 If your Service is cancelled, we may delete any stored or received emails in your Frontier email account after 30 days.

Section 6. Reasonable Use Policy

6.1 Our reasonable use policy applies to all Services except our Premium Services.

6.2 Our reasonable use policy states that users who have excessive usage may have their speed of their Service throttled in order to ensure that other customers' access to their Service is not adversely affected.

6.3 Excessive use means:

- (a) For an end user of a VillageConnect Service, a total download exceeding 20GB over the past 28 days;
- (b) For a Business user, a total download exceeding 50GB over the past 28 days;

4 WHOLESALE SUPPLY SCHEDULE

Section 1. General

1.1 The "Wholesale Supply Schedule" ' applies to wholesale customers only. They apply in addition to the 'General Terms and Conditions'.

1.2 If particular terms in the General Terms and Conditions are found to be inconsistent with terms in the Wholesale Supply Schedule, then the Wholesale Supply Schedule apply instead of the General Terms, to the extent of the inconsistency.

1.3 Our contract with you is comprised of the details in your application form, the terms and conditions, the applicable service schedules and any documents incorporated by reference.

1.4 You should be aware that we can unilaterally change these terms and conditions at any time. If we change these terms, the online versions of these terms and conditions will always be updated to reflect those changes.

1.5 Words with initial capital letters (e.g. "Plan Table") have the meanings set out in the Glossary at the end of the Agreement.

Section 2. Availability of Services and Pricing

2.1 The services available to wholesale customers and the wholesale pricing that applies for those services will be provided upon request to bonafide wholesale customers, after execution of a reciprocal non disclosure agreement.

Section 3. Suspension or Termination of Services

3.1 If a provision of the Wholesale Terms and Conditions gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms and Conditions.

3.2 Should your wholesale account be suspended or terminated with an undisputed debt accrued that is more than 30 days in arrears, we reserve the right to take ownership of all retail customer accounts serviced using our products and services under our agreement with you. Upon exercising this right we will bill these retail customers directly for their use of our products and services.

Section 4. Commencement and Discontinuation of Services

4.1 We ask you to note that your Service(s) commence(s) on the date we complete installation of all Transmission Facilities required under the agreement with you, activate your service(s) in our system and have the service(s) accepted by you.

4.2 If we decide to exit a Service then we may, by giving you prior reasonable notice:
(a) migrate you to an alternative service; or
(b) cancel the Service.

4.3 If the proposed alternative service is materially detrimental to you, then you may cancel the Service without the payment of any early termination charges.

Section 5. Billing

5.1 You must:

- (a) nominate to us the accounts to be included in your accounts list, and tell us of any changes to the accounts; and
- (b) provide us with a single billing address for us to bill your accounts.

5.2 You are responsible for billing your end users.

5.3 We will invoice you for the Services you acquire from us on a monthly basis.

5.4 Payment terms are 30 days net.

Section 6. Help Desk Responsibilities

6.1 You must operate a centralised help desk for the services you acquire from us, which must:

- (a) handle enquiries from your end users including billing enquiries, service difficulty reports and provisioning enquiries; and
- (b) perform initial diagnosis of your end users' service difficulties.

6.2 You must direct your end users to contact your centralised help desk for enquiries about the services you buy from us.

6.3 If one of your end users contacts us directly about a service you buy from us we will direct them to contact you instead.

6.4 We reserve the right to charge you an amount of \$150.00 ex GST each time one of your customers contacts us directly. We would exercise this right in the event that such contacts become a common occurrence.

Section 7. Provision of Professional Services

7.1 At our discretion, we may provide you with professional services upon request, charged on a time and materials basis.

7.2 Hourly rates to be charged for the services of our professional staff are as follows (ex GST):

- (a) Technician: \$165.00
- (b) Senior Technician: \$188.00
- (c) Chief Technician: \$450.00

7.3 Materials are charged at cost plus 20%

5 CONNECT AND VILLAGECONNECT SERVICE LEVEL AGREEMENT SCHEDULE

This Service Level Agreement (“SLA”) applies to Frontier’s Connect services, including Broadband Bundles, and to its VillageConnect service.

Section 1. Service Level Agreements Available

- 1.1 There are three Service Levels. These reflect the differing needs of Frontier’s Customers.
- (a) “Gold” – Focussed on the needs of Corporate and Enterprise customers requiring 24/7 support with fast response and restore times.
 - (b) “Silver” – Focussed on the needs of small to medium customers who require effective and responsive business hours support.
 - (c) “Bronze” – Focussed on the needs of customers who purchase services predominantly for domestic use.

Section 2. Quick Reference Guide

2.1 As a general rule, subject to the details in this Schedule and the Service Schedules and to custom agreements, the following Services enjoy the following Service Levels:

Service	Applicable Service Level
VillageConnect™ – Village Manager	Gold
VillageConnect™ – End Users	Bronze
Connect Virtual Circuits	Gold
Connect Internet	Gold
Connect Voice	Gold
Premium Broadband	Gold
Business Broadband	Silver
Third party service	Bronze

Section 3. VillageConnect™ Service Level Agreements

- 3.1 VillageConnects have two Service Levels applicable to them:
- (a) The “Gold” SLA applies to the Village (as represented by the Village manager);
 - (b) The “Bronze” SLA applies to any individual connection or subscriber that is connected or trying to connect to the VillageConnect™ service within the Village, including without limitation the VillageConnect™ Broadband Bundle.
- 3.2 To remove doubt, this means that events that effect the entire Village have a “Gold” SLA applied to them, events that effect a single subscriber have “Bronze” SLA applied to them.
- 3.3 In recognition of the fact that subscribers in VillageConnects require support outside normal support hours for Bronze services our frontline support personnel are trained to assist VillageConnect™ subscribers with issues they may have logging on or subscribing. This assistance is available at all times during our contact hours.

Section 4. Gold Service Level Priority

4.1 We promise that, in the unlikely event of an unplanned outage, our resources will be devoted to responding to and restoring customers with our Gold Service Level. We will notify Gold Service Level customers of planned outages in advance to give you time to plan. We will notify Gold Service Level customers of unplanned outages promptly.

Section 5. Contact Hours

5.1 Frontier’s front-line support personnel are available to assist with service and account queries and to log service effecting issues.

5.2 The front line support personnel can be contacted using the following methods for general assistance and enquiries:

Service level	Contact Hours	Support Number	Support email address
Bronze	9am to 5pm Monday to Friday, Public holidays – Closed	1300 735 120	support@frontietworks.com.au
Silver	9am to 5pm Monday to Friday, Public holidays – Closed	1300 735 120	support@frontietworks.com.au
Gold	24 hours a day, 7 days a week	1300 735 240	suppoort@frontietworks.com.au

5.3 In addition, the following email addresses are available for other administrative tasks:

- (a) Accounts enquires: accounts@frontietworks.com.au
- (b) Service modifications: modifications@frontietworks.com.au
- (c) Service cancellations: cancellations@frontietworks.com.au
- (d) Complaints: complaints@frontietworks.com.au

Section 6. Service Hours

6.1 Depending on the SLA associated with your service Frontier will only commit to providing response and restoration during specific times.

Service level	Service Hours
Bronze	9am to 5pm Monday to Friday, excluding public holiday
Silver	9am to 5pm Monday to Friday, excluding public holiday
Gold	24 hours a day, 7 days a week

Section 7. Response Times

7.1 Frontier will respond to a customer contact within the following times:

Service level	Response Times
Bronze	Best efforts
Silver	4 hours
Gold	30 minutes between 9am and 5pm Monday to Friday excluding public holidays, 2 hours outside those times

7.2 Response times are measured from the time the customer calls the service number until Frontier service and support staff respond and acknowledge the fault has been logged (which may be by phone or email or other means).

7.3 All response times are measured during service hours only. For example, an issue logged on a Silver Service Level Agreement at 8pm Monday must be responded to by 12pm Tuesday.

Section 8. Restoration Times

8.1 Frontier will restore service outages within the following times, according to the nature of the outage:

Service level	Remote Resolution	Site visit - local	Site visit - remote
Bronze	Not applicable	Not applicable	Not applicable
Silver	4 hours	12 hours	48 hours
Gold	2 hours	8 hours	48 hours

8.2 Restoration times are measured from the time Frontier responds to a service call to the time the service passes Frontier service availability tests. Restoration of a VillageConnect service means restoration of broadband connectivity to the Village, not restoration of any End User user activation in that Village.

8.3 All restoration times are measured during service hours only.

8.4 For the purposes of restoration times:

“Remote Resolution” means a problem that is capable of being resolved remotely from Frontier’s network operations centre, without a site visit.

“Site visit – local” means a customer site within 100km of a Frontier office or authorised support agent.

“Site visit – remote” means a customer site greater than 100km of a Frontier office or authorised support agent.

Section 9. Guaranteed Availability

9.1 Frontier will measure the end to end network connectivity of its Service once a calendar month. This end-to-end network connectivity will be measured using our Network Management System. Absent manifest error, the measure reported by that system is final and binding.

9.2 At the end of each calendar month, Frontier will determine the level of end to end connectivity for your Service over the three month period based on its measurements using weighted moving averages (the "Service Level").

9.3 If we determine that the Service Level achieved for your Service in the most recent 3 month period is less than the promised service level threshold, we will credit your account with an amount equal to a percentage of your monthly subscription charge as follows:

Service level	Minor Failure	Minor Failure Rebate	Major Failure	Major Failure Rebate
Bronze	Not applicable	Not applicable	Not applicable	Not applicable
Silver	99.9%	20%	95%	50%
Gold	99.95%	20%	98%	50%

9.4 These rebates are the sole remedy for a failure to meet any guarantee under this service level agreement. Rebates do not apply to Bronze Service Level products.

9.5 Where we pay a rebate, the events or failures giving rise to that rebate are not included in any measurement of end-to-end connectivity for subsequent months.

Section 10. Exceptions

10.1 Our measurement of the Service Level for your Service does not include the following:

- a) Network unavailability caused by planned and scheduled outages. It is sometimes necessary to schedule network outages to allow for improvement and maintenance work to be carried out on the network. This work is usually scheduled to occur between 6.00pm and 6.00am to minimise inconvenience to our customers. Any unavailability of the Frontier network that is a result of planned and scheduled network outages will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- b) Network unavailability caused by unscheduled maintenance in cases of emergency.
- c) Network unavailability caused by failures in any other carriers network, failures in your network, viruses, attacks, acts of God, interference and other events not under our direct control.
- d) Network unavailability caused by your modem. The service and maintenance of your modem is covered by the Terms and Conditions. Any unavailability of the network that is caused by or results from your modem will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- e) Network unavailability outside Service Hours, as defined by section 2 of this Service Level Agreement Schedule. Service outages outside Service Hours will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- f) The Service Level is a measure of network availability and not of service availability. This means that we do not measure the availability of your Service at any given time. Accordingly, any unavailability of your Service or any applications (such as email, web hosting, and the ability to browse the web) is not included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- g) Many of Our Services have a "Burst" which allows the user to exceed their minimum bit rate for short periods as long as doing so would have no negative impact on other users. No representation is made to the availability of this burst at any point in time.

Section 11. Exclusions for non standard installations.

11.1 From time to time you may ask, and Frontier may agree, to perform an installation of a service in a manner that is outside of the Frontier' standard installation for the service in question. If Frontier agrees to perform such an installation you must agree:

- (a) to accept best efforts fault resolution SLA where a visit is required or an issue needs to be resolved; and
- (b) release Frontier from performance of its obligations under Section 9 of this Service Level Agreement for faults where a site visit is required or an issue needs to be resolved.

11.3 To eliminate doubt, this section applies if:

- (a) The equipment location on the roof of your building is not safely accessible by two people using a 3 storey ladder; or
- (b) In order to access the antenna a section of roof must be traversed that is:
 - (i) In excess of 22.5 degrees in pitch; or
 - (ii) Constructed of a material that is not iron, concrete or tile; or
- (c) The equipment is only accessible using a cherry picker or other elevated work platform as a result of:
 - (i) Difficulty accessing the roof; or
 - (ii) The location of the equipment on the mast makes it impossible to reach the equipment without an elevated work platform; or
 - (iii) The height of the mast exceeds 3m.

Section 12. New service installation guarantees

12.1 Frontier networks guarantees to deliver your new service within a guaranteed time frame.

12.2 If your new service is not installed within the guaranteed time frame you will be eligible for a credit of your first monthly Service fee.

12.3 The delivery guarantee period begins when Frontier has accepted your order. For the avoidance of doubt, you will receive an email stating that your order has been accepted. It is the date of this email that will be used as the start date for the service installation guarantee.

12.4 The delivery guarantee does not apply when delays have been caused by forces outside Frontier's control, specifically:

- (a) Lack of customer readiness; or
- (b) Site access issues at the customer's premises; or
- (c) Delays in provisioning 3rd party services; or
- (d) Acts of god (in particular rain, snow, high wind or other events that make installation of services dangerous); or
- (e) Installations that are non-standard and are subject to Frontier's "Favour Waiver".

12.5 Delivery guarantees are based on technology. The following delivery guarantees apply:

Technology	Guarantee	Limitations
Fibre owned and operated by Frontier	20 working days	Existing fibre infrastructure is installed and operating in the relevant premises
Microwave owned and operated by Frontier	20 working days	Existing base stations with adequate capacity (including backhaul capacity and mount capacity) and customer site passes site survey
xDSL and MBE	30 working days	Site passes site qualification testing.
Ethernet over category 5/6	5 working days	Existing VillageConnect solution on site employing this technology
Wifi	5 working days	Existing VillageConnect solution on site employing this technology
ADSL	5 working days	Existing VillageConnect solution on site employing this technology
Third party services	Not applicable	

12.6 Any technology not represented in clause 12.5 is excluded from the delivery guarantee.

Section 13. Altering this Service Level Agreement

13.1 We reserve the right to change or withdraw this Guarantee at any time with 30 days prior notice. If a credit is due to you for the month preceding the effective withdrawal or change of the Guarantee you will still receive the credit for that month. For the avoidance of doubt, clause 4 of the Terms and Conditions does not apply to any change to, or withdrawal of, this Guarantee.

6 WHOLESALE SERVICE LEVEL AGREEMENT SCHEDULE

Section 1. Service Level Agreements Available

1.1 There are three Service Levels. These reflect the differing needs of Frontier's wholesale customers.

- (a) "Gold" – Focussed on the needs of large wholesale customers requiring 24/7 support with fast response times. This is available on resale of the Frontier 'Connect' product ranges.
- (b) "Silver" – Focussed on the needs of other wholesale customers who require effective and responsive business hours support. This is available on resale of the Frontier 'Business' product range.
- (c) "Bronze" – Focussed on the needs of wholesale customers who resell services predominantly for domestic use. This is available on resale of the Frontier 'VillageConnect™' product range.

Section 2. Gold Wholesale Service Level Priority

2.1 We will notify Gold Wholesale Service Level customers of planned outages in advance to give you time to plan. We will notify Gold Wholesale Service Level customers of unplanned outages promptly.

Section 3. Contact Hours

3.1 Frontier's front-line support personnel are available to assist with service and account queries and to log service effecting issues.

3.2 The front line support personnel can be contacted using the following methods for general assistance and enquiries:

Service level	Contact Hours	Support Number	Support email address
Bronze	9am to 5pm Monday to Friday, Public holidays – Closed	1300 735 120	support@frontiernetworks.com.au
Silver	9am to 5pm Monday to Friday, Public holidays – Closed	1300 735 120	support@frontiernetworks.com.au
Gold	24 hours a day, 7 days a week	1300 735 240	suppoort@frontiernetworks.com.au

3.3 In addition, the following email addresses are available for other administrative tasks:

- (a) Accounts enquires: accounts@frontiernetworks.com.au
- (b) Service modifications: modifications@frontiernetworks.com.au
- (c) Service cancellations: cancellations@frontiernetworks.com.au
- (d) Complaints: complaints@frontiernetworks.com.au

Section 4. Service Hours

4.1 Depending on the SLA associated with your service Frontier will only commit to providing response and restoration during specific times.

Service level	Service Hours
Bronze	9am to 5pm Monday to Friday, excluding public holiday
Silver	9am to 5pm Monday to Friday, excluding public holiday
Gold	24 hours a day, 7 days a week

Section 5. Response Times

5.1 Frontier will respond to a customer contact within the following times:
Service Level Agreement Response Time

Service level	Response Times
Bronze	Best efforts
Silver	8 hours
Gold	60 minutes between 8am and 6pm Monday to Friday excluding public holidays, 8 hours outside those times

5.2 Response times are measured from the time the customer calls the service number until Frontier service and support staff respond and acknowledge the fault has been logged (which may be by phone or email or other means).

5.3 All response times are measured during service hours only. For example, an issue logged on a Silver Service Level Agreement at 6pm Monday must be responded to by 4pm Tuesday.

Section 6. Guaranteed Availability

6.1 Frontier will measure the end to end network connectivity of its Service once a calendar month. This end-to-end network connectivity will be measured using our Network Management System. Absent manifest error, the measure reported by that system is final and binding.

6.2 At the end of each calendar month, Frontier will determine the level of end to end connectivity for your Service over the three month period based on its measurements using weighted moving averages (the "Service Level").

6.3 If we determine that the Service Level achieved for your Service in the most recent 3 month period is less than the promised service level threshold, we will credit your account with an amount equal to a percentage of your monthly subscription charge as follows:

Service level	Minor Failure	Minor Failure Rebate	Major Failure	Major Failure Rebate
Bronze	Not applicable	Not applicable	Not applicable	Not applicable
Silver	99.0%	10%	90%	25%
Gold	99.9%	10%	95%	25%

6.4 These rebates are the sole remedy for a failure to meet any guarantee under this service level agreement. Rebates do not apply to Bronze Service Level products.

6.5 Where we pay a rebate, the events or failures giving rise to that rebate are not included in any measurement of end-to-end connectivity for subsequent months.

Section 7. Exceptions

7.1 Our measurement of the Service Level for your Service does not include the following:

- a) Network unavailability caused by planned and scheduled outages. It is sometimes necessary to schedule network outages to allow for improvement and maintenance work to be carried out on the network. This work is usually scheduled to occur between 6.00pm and 6.00am to minimise inconvenience to our customers. Any unavailability of the Frontier network that is a result of planned and scheduled network outages will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- b) Network unavailability caused by unscheduled maintenance in cases of emergency.
- c) Network unavailability caused by failures in any other carriers network, failures in your network, viruses, attacks, acts of God, interference and other events not under our direct control.
- d) Network unavailability caused by your modem. The service and maintenance of your modem is covered by the Terms and Conditions. Any unavailability of the network that is caused by or results from your modem will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- e) Network unavailability outside Service Hours, as defined by section 2 of this Service Level Agreement Schedule. Service outages outside Service Hours will not be included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- f) The Service Level is a measure of network availability and not of service availability. This means that we do not measure the availability of your Service at any given time. Accordingly, any unavailability of your Service or any applications (such as email, web hosting, and the ability to browse the web) is not included in our measurement of the Service Level and will not entitle you to receive a credit under this Guarantee.
- g) Many of Our Services have a "Burst" which allows the user to exceed their minimum bit rate for short periods as long as doing so would have no negative impact on other users. No representation is made to the availability of this burst at any point in time.

Section 8. Altering this Service Level Agreement

8.1 We reserve the right to change or withdraw this Guarantee at any time with 30 days prior notice. If a credit is due to you for the month preceding the effective withdrawal or change of the Guarantee you will still receive the credit for that month. For the avoidance of doubt, clause 4 of the Wholesale Terms and Conditions does not apply to any change to, or withdrawal of, this Guarantee.

7 VILLAGECONNECT™ SERVICES SCHEDULE

Section 1. Services and Definitions

1.1 In this schedule, capitalised terms have the meaning given to them in the VillageConnect™ Application Form, including;

- (a) Village;
- (b) Commencement Date;
- (c) Initial Term;
- (d) Extended Term;
- (e) Services;
- (f) Your Contact Details;
- (g) Your Billing Contact Information;
- (h) Site Details;
- (i) Service Requirements;
- (j) Village Charges;
- (k) Commission Charges;
- (l) End User Plans and Charges
- (m) Payment Details;
- (n) Equipment
- (o) Allocated Space
- (p) Business Hours
- (q) Special Access Conditions; and
- (l) Special Terms and Conditions.

1.2 VillageConnect™ is a solution which comprises a bundle of Frontier Connect Services and third party services. The bundle will vary from Village to Village, and from customer to customer. For the purposes of an Application Form signed under this Schedule, “Service” has the same meaning given to it in the Application Form for that Village and “VillageConnect™” and “Service” have the same meaning.

1.3 The Connect Services Schedule defines the VillageConnect™ Broadband Bundle. This is the Frontier broadband service which is unique to VillageConnect™ solutions.

Section 2. APPOINTMENT

2.1 Frontier appoints You as an authorised Frontier reseller for the sole purpose of marketing and reselling the Services to End Users in the Village.

2.2 Frontier authorises You to resell the Services to residents and guests at the Village, as End Users, on the terms and conditions supplied by Frontier.

2.3 You may not contractually bind Frontier.

Section 3. TERM OF AGREEMENT

3.1 This Agreement will commence on the Commencement Date and remain in force for the Initial Term. Upon expiry of the Initial Term, this Agreement will automatically renew for the Extended Term, and renew again upon expiry of the Extended Term for the same term again, unless this Agreement is terminated by notice in writing by either party prior to the expiry of the immediate prior term.

Section 4. YOUR RESPONSIBILITIES AND WARRANTIES

4.1 You must:

- a) use Your best endeavours to promote the Services to End Users and carry out Your obligations in a manner that reflects favourably on the quality image of Frontier and its services and will avoid all circumstances and actions which would place You in a position of conflict of interest with its obligations in this Agreement or with the general interests of Frontier.
- b) ensure that staff are adequately trained and competent sales personnel who have a reasonably adequate knowledge of the specifications, features and advantages of the Services to enable the effective marketing of the Services and make its personnel aware of, and obligate them to comply with Your obligations in this Agreement;
- c) encourage Your employees and the personnel of its sub-contractors to undertake the free training provided for You by Frontier;
- d) support Frontier delivery of the Services, including, but not limited to selling the Services on Frontier's terms and conditions as amended from time to time, a copy of which you acknowledge receiving;
- e) promptly forward any completed service applications (if applicable) and credit information to Frontier;
- f) promptly inform End User of the services and support available from the Village as well as from Frontier;
- g) report promptly to Frontier all known or suspected defects in the Services or any safety problems and keeping Frontier informed of End User complaints with respect to the Services;
- h) assist Frontier to resolve End User complaints;
- i) provide forecasts if required to Frontier;
- j) use service applications, promotional materials, sales literature and sales aids provided by Frontier solely in its activities as prescribed by this Agreement and must not use any materials that refer to Frontier, including Frontier marks. in relation to any services that have not been approved in writing by Frontier;
- k) not make any representations or warranties relating to the Services except as set out in sales literature or forms provided by Frontier or as otherwise expressly permitted in writing by Frontier;
- l) identify itself as an authorised reseller of Frontier only with respect to the Services and must otherwise identify itself as a business which is independent of Frontier;
- m) not disparage Frontier or its affiliates or their products or services, and must not disparage Frontier competitors or the services or products of such competitors;
- n) not interfere with the Services;
- o) refer all customers requests for Frontier services not covered by this Agreement to the Frontier sales manager within one business day of receipt of such a request;
- p) keep accurate accounts, books and records relating to the business of the Village with respect to the Services, in accordance with generally accepted commercial and business accounting principles and practices, that are at least sufficient for Frontier to ascertain Your compliance with Your obligations under this Agreement;
- q) comply with all of Frontier written policies, procedures and directives provided to You and comply with all reasonable directives from Frontier's Duly Authorised Representative;
- r) attend review meetings with Frontier as reasonably required by Frontier at Your or Frontier's premises; and
- s) not, during the term of this agreement, promote or allow to be promoted any services that compete with the Services.

4.2 You must:

- t) pay any moneys due by You to Frontier within Frontier normal payment terms, as notified to You in the Application Form or by Frontier from time to time;
- u) if requested by Frontier use all reasonable endeavours to assist Frontier to recover debts due from End Users; and
- v) be liable for and pay (when due) all costs and expenses incurred by You in performing Your obligations under this Agreement, including but not limited to rental, salaries, telephone, travelling expenses, public liability insurance and other marketing and sales expenses.

4.3 You represent and warrant that You are not by law or agreement with others prohibited from entering into this Agreement with Frontier.

Section 5. SUB-CONTRACTORS

5.1 You shall:

- (a) Not engage sub-contractors to perform any of Your obligations under this Agreement without prior approval of Frontier, which approval shall not be unreasonably withheld; and
- (b) Ensure that all sub-contractors approved by Frontier and contracted by You shall be subject to the terms of this Agreement and bound by the obligations applicable to You as if they were party to this Agreement.

Section 6. ASSIGNMENT

6.1 You shall not assign any right or interest under this Agreement, or delegate any work or other obligation to be performed by You under this Agreement without the prior written consent of Frontier which consent will not be unreasonably withheld. Any attempted assignment or delegation in contravention of this clause is void and ineffective.

6.2 If You sell your core business, including the Village, we may direct you to assign your rights and obligations in this Agreement to the new owner of the business, provided we are satisfied with the credit worthiness of the new owner. You guarantee an effective legal assignment to the new owner and indemnify use against any loss or damage arising from a failure to assign your interest and obligations under this Agreement to the new owner.

Section 7. INSURANCE

7.1 You shall, at all times during the term of this Agreement, at Your expense, maintain comprehensive liability insurance against claims for bodily and personal injury, death, property damage and injury caused by or resulting from Your acts, omissions or misrepresentations, or those of Your affiliates, servants, employees, sub-contractors, and any others for whom You are responsible under this Agreement or otherwise.

7.2 Such insurance shall be in the minimum amount of \$5,000,000 per occurrence and shall name Frontier as an additional insured.

7.3 Upon the request of Frontier, You shall furnish proof to the reasonable satisfaction of Frontier as to the currency of the insurance coverage.

Section 8. Frontier RESPONSIBILITIES

8.1 Frontier shall:

- (a) Deliver the Services to the End Users in accordance with these terms and conditions as amended from time to time, a copy of which can be found on the Website.
- (b) Provide telephone assistance to You for Your inquiries concerning the pricing, application and general information about the Services;
- (c) Provide You access to online information about the Services at the Village, as readily available from Frontier's systems from time to time, to be used by You solely in Your activities as prescribed by this Agreement;
- (d) Provide training as follows:
 - (i) Frontier will provide at no charge to You and Your personnel all training that Frontier considers appropriate to enable You to market and demonstrate the Services effectively;
 - (ii) Frontier will provide at Frontier then current applicable rates any other marketing or training offered by Frontier and requested by You;
 - (iii) Review all Service applications submitted by End Users on the basis that the End User is the customer of Yours as reseller and You shall be liable for all charges related to the Service application of an End User. Frontier shall process these Service applications in accordance with Frontiers' standard practices, however Frontier reserves the right to reject, for any reason, any Service application from and End User; and
 - (iv) Actively support and promote where possible the Village's business.

Section 9. CHARGES

9.1 You shall, during the term of this Agreement, pay to Frontier the Village Charges set out, on the due date specified, in the Application Form.

9.2 Frontier shall, during the term of this Agreement, pay to the You, the Village Commissions set out in the Application Form. Frontier shall provide a monthly commission statement setting out the Village Commission payable.

9.3 Frontier shall collect on Your behalf from End Users the fees and charges under the End User Plans and Charges. You are liable for any unpaid fees and charges under the End User Plans and Charges relating to a Service subscribed for by an End User at the Village.

Section 10. TERMINATION

10.1 Either party may terminate this Agreement, for material breach, by giving the other party 14 days written notice. Provided that it has first given the other party 14 days to remedy breach and the other party has failed to do so.

10.2 Notwithstanding anything to the contrary in this Agreement, Frontier shall be entitled to terminate this Agreement forthwith by written notice to You without liability to make further payment of any kind to You (save for any such payment as shall have accrued at the date of such termination) if:-

- (a) You have committed any serious or persistent breach of any of the fundamental provisions of this Agreement;
- (b) You, in the reasonable opinion of Frontier, shall be guilty of any grave or serious misconduct or wilful neglect or incompetence in connection with the provision of the services or in the discharge of Your obligations under this Agreement or without reasonable cause shall have neglected or failed substantially to provide the services and cannot be remedied in Frontier opinion;
- (c) You shall have been convicted of any criminal offence other than an offence which in the reasonable opinion of Frontier does not affect the provision of the services;
- (d) You by Your actions or omissions in the reasonable opinion of Frontier shall have seriously damaged the interests of Frontier or which shall have brought the reputation of Frontier or its directors or staff into serious disrepute;

- (e) You are unable to make available the services to be provided hereunder because of Your death or because of Your illness, injury or mental disability lasting three weeks in the aggregate in any quarterly period;
- (f) You have a petition presented against it for its winding up or if it should go into liquidation either voluntarily or compulsory or if a receiver or receiver/manager is appointed in respect of its property or undertaking or any part thereof;
- (g) You have a petition presented against him/her for his/her bankruptcy (including a voluntary presentation).
- (h) You have a consistent failure to providing / referring new business to Frontier and or not supporting Frontier products and or favouring another provider that has similar products to Frontier.

10.3 Where You are a corporation, and the terms of this Clause 10.2 apply to a person then they shall also apply, where relevant, to Your duly authorised representative who signs this Agreement on behalf of You.

10.4 Upon termination or expiry of this Agreement, You shall immediately:

- (a) Discontinue any use of any advertising or business material which identifies the Services or refers to Frontier.
- (b) Remove and return to Frontier, or destroy at Frontier request, any and all promotional and or other material supplied by Frontier;
- (c) Return, upon request, all Confidential Information in whatever form held except that which Frontier determines is necessary to operate and maintain previously provided Services;
- (d) Return to Frontier all End User related files held by You in whatever form including contact, relationship and other documents or notes relating to End Users.
- (e) Cease holding itself out in any other manner as a Village of Frontier;
- (f) Notify and arrange for all publishers and others who may identify, list or publish the Village's name as a Village for Frontier or the Services (including, but not limited to, online publications, publishers of telephone directories, yellow pages and business directories), to discontinue such listings.

Section 11. RESTRAINT

11.1 In recognition of the support to be provided to You by Frontier, including but not limited to training and access to Confidential Information, You must not during the Restraint Period, within Australia, engage in the marketing or supply of telecommunications services which are similar to the Services.

11.2 For the purposes of clause 11.1:

- (a) "Restraint Period" means:
 - (i) the term of this Agreement; and
 - (ii) a period of 12 months following the termination or expiry of this Agreement.
- (b) "engage" includes:
 - (i) solicit, interfere with, deal with or endeavour to entice away from Frontier; and
 - (ii) assist, encourage, advise or instruct any friend, relative or business associate to do any of the things prohibited in clause 11.1; and
 - (iii) be involved or associated with either as director, shareholder, employee, reseller, contractor, consultant, trustee or beneficiary any person, corporation or trust..
- (c) "You" means You and the duly authorised representative of You that signs this agreement on behalf of You.

11.3 You must not following expiration or termination of this Agreement churn any existing End User from Frontier to any other carrier or service provider.

Section 12. CONFIDENTIAL INFORMATION

12.1 This Agreement and all Confidential Information that is furnished to You under or in contemplation of this Agreement or identified as confidential or proprietary by Frontier shall be and remain confidential and proprietary to Frontier.

12.2 Unless Frontier otherwise agrees in writing, all Confidential Information shall:

- (a) Be treated in strict confidence by You and used by You only for the purposes of performing Your obligations under this Agreement;
- (b) Not be reproduced or copied in whole or in part, except as is necessary for proper use under this Agreement;
- (c) Be made available only to such employees who have a need to have access to the Confidential Information for the purposes of this Agreement and have been obliged to comply with the terms of this clause in favour of Frontier and
- (d) Together with any copies thereof, in whatever form held, be returned, be destroyed or, if in the form of software recorded on an erasable storage medium, be erased when no longer needed or this Agreement terminates, or expires whichever occurs first.

12.3 This clause 12 shall survive termination of this Agreement.

Section 13. SITE LICENCES

13.1 You grant to us a licence to access and use the Allocated Space in the Site for the purpose of inspecting and surveying the Site and installing, operating, testing, maintaining and repairing the Transmission Facilities and the Equipment.

13.2 You grant Us access to the Site during normal business hours. Outside business hours, You grant Us access provided that we comply with your usual and reasonable outside hours access requirements. This might include paying a deposit for security access cards. We may not allow a person other than an authorised and properly licensed person to access the Transmission Facilities and the Equipment.

13.3 We may install, operate, maintain and repair additional Transmission Facilities and Equipment on the Site. If We need to install, operate, maintain and repair additional Transmission Facilities and Equipment, we will provide you with an application with details of the equipment, location and date and time of installation.

13.4 You may only reject the application for reasons valid under Schedule 3 of the Telecommunications Act 1997 (Carrier's Powers and Immunities). If no valid objection is raised, we may proceed with the installation as proposed.

13.5 In an emergency, we may access the Site immediately to inspect the Transmission Facilities and Equipment and install, operate, maintain and repair the Transmission Facilities and Equipment and any additional equipment. You must do all things necessary to give us that access. An emergency includes activities needed to be carried out without delay which are necessary or desirable to protect the integrity of a telecommunications network or a facility. An emergency also includes activities needed to be carried out to install or maintain a temporary facility. We must provide you with details of emergency access and emergency installation, maintenance or repair within 2 business days of having gained emergency access.

13.6 You will not charge Us any fee for the licence. If a third party consent is required, you will obtain that consent and pay any related third party charge.

13.7 You must:

- a) Ensure We enjoy the rights under this Agreement without interruption or disturbance, including without interference (radio interference or otherwise) from other devices permitted by you to be installed in the vicinity of the Transmission Facilities and Equipment;
- b) Provide access and use of power and facilities for the purposes of Us installing, operating, maintaining and repairing Transmission Facilities and Equipment; and
- c) Give us at least 3 months written notice of any alteration to the Site which would require Us to relocate or remove the Transmission Facilities or Equipment, provided that You rebate Us pro rata for any period during which a removal is required.

Section 13. GENERAL

13.1 The relationship of the parties under the Agreement shall not be construed as that of principal and agent, employer and employee, franchisor and franchisee, partners or joint venturers.

13.2 We own the Transmission Facility and the Equipment, except that you own any modems in the rooms (if there is one). If a modem is lost or stolen, you may purchase a replacement modem from us at then current rates for a modem.

8 CONNECT SERVICES SCHEDULE

Section 1. Frontier Connect General Terms

1.1 All Frontier Connect services present an Ethernet interface to the subscriber.

1.2 Unless stated for a specific bundle, all Frontier Connect services operate on the Gold Service Level Agreement.

Section 2. Frontier Connect Architecture

2.1 Frontier Connect services are categorised into 3 broad service offerings:

- (a) Virtual Circuits;
- (b) Internet; and
- (c) Voice.

2.3 Frontier may market and promote products which are a bundle of Connect services. For example:

- (a) Broadband Bundles, which are a bundle of access and internet services, and are described in section 5 below.
- (b) VillageConnect is a solution which is a bundle of Connect services and third party services, including the VillageConnect Broadband Bundle.

Section 3. Frontier Connect Components

3.1 Virtual Circuits

- (a) Virtual Circuits provide a clear, point to point Ethernet encapsulated service between two discrete locations on Frontier's network.
- (b) The contention ratio of these services is guaranteed to be 1:1
- (c) Unless specified for a specific Service Delivery Technology the maximum Ethernet PDU that may be passed is 1518 bytes (including headers and CRC).

3.2 IPv4 Transit

- (a) Frontier Networks supplies Internet as IPv4 Transit using two different techniques:
 - (i) Bridged IP
 - a. Services that attract a Gold SLA will be configured to use Bridged IP.
 - b. a static "/30" network (2 usable addresses) supplied with one address will be allocated to the customer edge device, the other will be allocated to the customer gateway within Frontier's network.
 - c. Bridged IP services have no authentication system.
 - d. Bridged IP services support a full 1500 byte Ethernet payload.
 - (ii) PPPoE.
 - a. Services that attract a Bronze or Silver SLA will be configured to use PPPoE authentication.
 - b. A username and password will be supplied.
 - c. A single static IP address will be supplied.
- (b) Unless specified all IPv4 Transit services are configured to use Bridged IP.
- (c) Additional Address Space
 - (i) Additional address space can be routed to the customer device. The following options are available:
 - a. Customer supplied address space
 - b. Frontier supplied address space
 - (ii) Frontier supplied address space is "non portable" and must be returned to Frontier Networks when the service is cancelled.

- (d) BGP4 Peering
 - (i) BGP4 peering with Frontier is accepted for all IPv4 transit services.
 - (ii) Configuration of BGP compliant hardware is the responsibility of the customer.
 - (iii) An Autonomous System Number is required for the customers' organisation. If the customer does not have one Frontier Networks will obtain one on behalf of the customer and at the customer's expense.
 - (iv) Autonomous Systems Numbers are "non-portable" and must be returned to Frontier Networks when the service is cancelled.
 - (v) Frontier recommends that static routing policies remain in place until all BGP routing policies have been confirmed accurate.
- (e) Contention Ratios
 - (i) Frontier Networks actively manages contention ratio on the IPv4 services of its customers in order to provide the best possible experience for its customers at any given time.
 - (ii) If no contention ratio is specified for a selected service the maximum contention ratio will be 2:1.
- (f) Unlimited Usage Services
 - (i) Unlimited usage plans have no cap on the volume of data that can be transferred over the service during a billing period and have no excess usage charges.
 - (ii) Usage is intrinsically limited by the maximum bit rate of the Transit service.
 - (iii) The customer is billed a fixed amount each month on a "per Mbps" basis.
- (g) Services with Bundled Data and Metered Usage
 - (i) Bundled IPv4 Transit services have a limited volume of data included with the month subscription fee.
 - (ii) Data consumed in excess of the volume limit will be charged at the rate specified in the Plan Table.
 - (iii) The customer is responsible for all data delivered to the IP address(es) allocated to them.
 - (iv) Data can be metered in one of three ways:
 - a. Egress Only – Metering is based on the volume of data sent from Frontier to the Customer.
 - b. Egress + Ingress – Metering is based on the sum of volume of data sent from Frontier to the Customer and from the Customer to Frontier.
 - c. Egress or Ingress – Metering is based on the volume of data metered one direction only, however, the direction that is metered will be the greater of the volume of data from Frontier to the Customer and the volume of data from the Customer to Frontier.
 - (v) If not specified in the Plan Table then the metering mechanism will be Egress Only.
- (h) Services with 95th Percentile Metering
 - (i) 95th percentile billing provides the customer with the capacity to burst to a rate up to double their committed rate without renegotiating their contract.
 - (ii) The customer is charged a base amount for their committed rate and pays a surcharge for the amount they exceed their committed rate.
 - (iii) Excess bandwidth is charged in increments of 1Mbps or part thereof.
 - (iv) Consumption is averaged over 4 x 15 minute intervals per hour (96 intervals per day) and measured in Mbps.
 - (v) At the end of the billing period the top 5% of samples (by magnitude) are discarded and the customer is billed at the rate of the largest remaining sample.
 - (vi) Both traffic from the customer to Frontier, and from Frontier to the customer is metered using this method.
- (i) Services Capped Spend with Shaping (*Unlimited)
 - (i) With a capped spend plan the customer is provided with a limited volume of data and when this limit is hit the service will have its data rate reduced to a nominal speed.
 - (ii) The reduced speed, unless otherwise specified will be 64kbps
 - (iii) Metering is based on the volume of data metered one direction only, however, the direction that is metered will be the greater of the volume of data from Frontier to the customer and the volume of data from the customer to Frontier.

3.3 Voice

VOICE SERVICES REQUIRE MAINS ELECTRICAL POWER AND WILL NOT BE AVAILABLE IN THE EVENT OF A POWER OUTAGE AFFECTING YOUR PREMISES. WE STRONGLY RECOMMEND YOU MAINTAIN A WORKING LINE POWERED TELEPHONE CONNECTED TO STANDARD TELEPHONE SERVICES, FOR USE IN EMERGENCIES.

- a) Frontier Voice services provide SIP based termination services on a prioritised private network.
- b) Service are purchased on a "line by line" basis and include all data transmission costs.
- c) IPv4 Transit services are not required to support the Premium Voice product.
- d) A private IPv4 network will be provided to facilitate interconnection with our voice switching centre. Three of the available 6 addresses are used for our voice gateways, three are reserved for customer use.
- e) The customer will be provided with access to at least 2 voice gateways for redundancy reasons.
- f) Unless specified for a service delivery technology the only codec supported is G.729.
- g) Voice circuits are prioritised though Frontier's Distribution and Access networks.
- h) Configuration and maintenance of customer equipment is the responsibility of the customer.
- i) You understand and acknowledge that the Voice Service may NOT support access to 000 or other emergency service telephone numbers and is NOT a substitute for a Standard Telephone Service. You should always maintain an alternative telephone service which provides access to 000 and other emergency service telephone numbers. You acknowledge that the Voice Service may not be used to make calls to 1900 or 0500 numbers or for operator-assisted calls. You understand that access to, and quality of, the Voice Service can be affected by factors affecting the your data network.
- j) Voice call rates apply to all calls made with the Frontier Voice Service, other than calls which fall within the scope of any free calls or free minutes specified from time to time or included in our Plan Table. All applicable call rates are available in the Voice Plan Table on the Frontier website at www.frontiernetworks.com.au.
- k) The following conditions apply to Frontier Voice call rates:
 - (a) Frontier may change call rates at any time, without notice to you. Clause 4.2 of the terms and conditions does not apply to call rate changes.
 - (b) Calls will be charged at the rates which are displayed on the Frontier website (www.frontiernetworks.com.au) at the time a call is made.
 - (c) Your are responsible for checking all applicable rates before making calls using your Voice Service.
- l) Untimed calls are charged at a flat rate as set forth in the Voice Plan Table.
- m) Timed calls are charged in one (1) second increments from the time of connection, at the rate set forth in the Voice Plan Table displayed online, except calls to international destinations. A minimum charge may apply as set out in the Plan Table.
- n) Calls to international destinations are charged in one (1) minute increments at the beginning of each minute increment, regardless of completion of each one (1) minute increment. The international call rates associated with these increments can be viewed online, displayed by country in the Voice Plan Table displayed online. A minimum call charge may apply to an international destination as set out in the Plan Table. You understand that international call rates to mobile phones may be different from call rates to fixed line telephones.
- o) In addition to call charges, Frontier charges:
 - i. an establishment fee for each new account; and
 - ii. a line rental fee, where the number of "lines" is a measure of the number of concurrent calls capable of being made to or from the service; and
 - iii. an installation fee; and
 - iv. other charges as may be specified in the Plan Table from time to time.

- p) Without derogating from the General Terms and Conditions, Frontier will not be liable for any delays or failures in the Voice Service, including emergency 000 dialling, connectivity, or any interruption or degradation of voice quality that is caused by any:
 - i. Act or omission of an underlying carrier or service provider.
 - ii. Equipment, network or facility shortage, upgrade or failure.
 - iii. Service, equipment, network or facility failure caused by power outage to you or Frontier.
 - iv. Outage of an Frontier broadband service.
- q) Frontier is not responsible for reimbursements for calls made with another service while the Voice Service is temporarily unavailable.
- r) You agree to grant us the authority to act on your behalf to port any relevant numbers from your existing telecommunications service provider(s) to us for the purpose of us supplying any telecommunication service, including by signing any letter of authority or similar document which we reasonably require for this purpose.

Section 4. Service Delivery Technologies

Frontier Networks uses a number of technologies to deliver the “Connect” product range. Some of these technologies give rise to specific terms and conditions.

4.1 Frontier owned/operated fibre optic cable

- (a) Fibre optic services are available in selected regions.
- (b) Orders for fibre services will only be accepted after the completion of a thorough site survey and design.
- (c) A dual 240v single phase electrical outlet must be provided at the location at which the Equipment and Accessories are to be installed. If this is not available, our installation technicians will install it at your cost.
- (d) 3RU of rack space is required at the location the equipment is to be installed to accommodate our termination and demarcation equipment.
- (e) Reliable operation of these systems requires that our technicians have physical access to the installation once every six months.
- (f) The customer is responsible for obtaining all approvals from building owners, body corporate and other interested parties before the installation.
- (g) All fibre optic services are symmetrical.
- (h) Aggregation Equipment will be installed at the customer's premises.
- (i) Selection of Aggregation Equipment is at the sole discretion of Frontier.
- (j) Frontier Networks declared network boundary is the Ethernet Port on the Aggregation Equipment that is specified for interconnection with the customer's equipment or Accessories.
- (k) Voice services using this delivery technology may use either G.729, G.711u or G.711a.
- (l) Frontier Networks declared network boundary is Ethernet port on the Aggregation equipment installed by Frontier Networks at the customer's site.

4.2 Frontier owned microwave (point to point or point to multi-point)

- (a) All orders for point to point microwave services are accepted by Frontier Networks only after a comprehensive site survey.
- (b) Selection of frequency, antenna size and antenna type will be based on good radio planning practice and is entirely at the discretion of Frontier.
- (c) A 6sqmm unbroken earth must be available at the location the Equipment is to be installed this earth must be unbroken back to the nearest electrical distribution board. If this is not available our installation technicians will install it at your cost.
- (d) A dual 240v single phase electrical outlet must be provided at the location at which the Equipment and Accessories are to be installed. If this is not available, our installation technicians will install it at your cost.
- (e) 3RU of rack space is required at the location the equipment is to be installed to accommodate our termination and demarcation equipment.

- (f) Reliable operation of these systems requires that our technicians have physical access to the installation once every six months.
- (g) Microwave services are subject to service outages when the rainfall rate exceeds the design limitations.
- (h) Frontier Connect point to point microwave services are engineered to maintain no worse than 99.995% availability (approximately 26 minutes a year outage).
- (i) A standard point to point microwave service:
 - (i) includes a mount capable of elevating the antenna to a height 1000mm above your roof. Frontier reserves the right to charge extra for mounts and towers that are required to elevate the antenna more than 1000mm from the roof;
 - (ii) has a maximum cable distance between the Transmission Facilities and the Equipment, Accessories or demarcation point not exceeding 90m;
 - (iii) is on a building or structure that is elevated no more than 8m above an area that can be accessed without the need for ladders, cranes or other elevated work platforms. Frontier reserves the right to charge for the hire of cranes and elevated work platforms used to facilitate the installation and maintenance of the Transmission Facilities.
- (j) Mounts and towers exceeding the limitations specified in the Telecommunications (Low-Impact Facilities) Determination 1997 will require a development approval to be issued by your local or state government. Frontier is not responsible for obtaining this approval.
- (k) The customer is responsible for obtaining all approvals from building owners, body corporate and other interested parties before the installation.
- (l) All point to point services are symmetrical.
- (m) Aggregation Equipment will be installed at the customer's premises.
- (n) Selection of Aggregation Equipment is at the sole discretion of Frontier.
- (o) Frontier Networks declared network boundary is the Ethernet Port on the Aggregation Equipment that is specified for interconnection with the customers equipment or Accessories.
- (p) Voice services using this delivery technology may use either G.729, G.711u or G.711a.

4.3 xDSL or MidBand Ethernet

- (a) All orders for xDSL or MBE services are only accepted after being qualified by our provider.
- (b) As distance affects the speed that can be obtained using xDSL or MBE it is possible that some speeds may not be available in some areas.
- (c) In consideration of subclause (ii) the option to upgrade a service to a higher bit rate may not exist in some areas.
- (d) Frontier will supply termination/aggregation Equipment to terminate the xDSL or MBE service at your premises.
- (e) The selection of termination/aggregation Equipment is entirely at the discretion of Frontier.
- (f) A single 240v single phase electrical outlet must be provided at the location at which the Equipment and Accessories are to be installed. If this is not available, our installation technicians will install it at your cost.
- (g) All xDSL or MBE services are symmetrical.
- (h) Frontier declared network boundary is the Ethernet port on the termination or aggregation Equipment that is specified for connection to the customer equipment or Accessories.

4.4 Ethernet over Category 5/6 cable

- (a) Ethernet services are only available in VillageConnect™ sites, and is one delivery technology for VillageConnect™ Broadband Bundles.
- (b) All orders for Ethernet services are only accepted after the completion of feasibility study at the VillageConnect™ site.
- (c) Ethernet services are limited to a maximum speed of 100Mbps, full duplex.
- (d) The maximum distance between the Ethernet port provided to the customer and the Equipment must not exceed 90m.
- (e) Not all bit rates are available in all buildings.
- (f) Frontier declared network boundary is the Ethernet port on the wall into which the customer equipment or Accessories connect.

4.5 Wifi (2.4GHz wireless)

- (a) Wifi services are only available in VillageConnect™ sites and is one delivery technology for VillageConnect™ Broadband Bundles.
- (b) All orders for Wifi services are only accepted after the completion of a feasibility study at the VillageConnect™ site.
- (c) Wifi Services are limited to a maximum speed of 54Mbps full duplex.
- (d) Wifi Services are only available in some buildings at a VillageConnect™ site.
- (e) Not all bitrates are available in all buildings
- (f) Equipment in the form of a wifi modem or wifi enabled device is not provided by Frontier.
- (g) Frontier declared network boundary is the Wifi Access Point or Base Station provided by Frontier.

4.6 ADSL/ADSL2

- (a) ADSL/ADSL2 services are only available in VillageConnect™ sites, and is one delivery technology for VillageConnect™ Broadband Bundles.
- (b) All orders for ADSL/ADSL2 services are only accepted after the completion of feasibility study at the VillageConnect™ site.
- (c) ADSL/ADSL2 services are limited to a maximum speed of 24/1Mbps.
- (d) The maximum distance between the ADSL DSLAM and the Equipment must not exceed 90m.
- (e) Not all bit rates are available in all buildings.
- (f) Frontier Networks declared network boundary is the Ethernet port on the ADSL termination Equipment that we supply.

4.7 Third party services

- (a) From time to time Frontier Networks may offer you a service using a third party provider.
- (b) Frontier makes no guarantee as to the quality or reliability of the third party provider and as such all 3rd party services are delivered on a Best Efforts basis.
- (c) All 3rd party services will be delivered in accordance with the 3rd parties terms and conditions.
- (d) Frontier Networks declared network boundary is Frontier's side of the point of interconnect between Frontier and the 3rd party.

Section 5. Broadband Bundles

5.1 In order to offer connectivity solutions that are comparable with other solutions in the market place Frontier Networks offers Broadband Bundles.

5.2 Frontier Broadband Bundles offer a mechanism of purchasing a cluster of Frontier Connect services for a reduced price.

5.3 Frontier Broadband Bundles cannot have additional services added to them. They must be "unbundled" in order to do this.

5.4 Premium Broadband

- (a) Premium Broadband is supported by the Gold Service Level Agreement.
- (b) The contention ratio on Premium Broadband is guaranteed to be 2:1 or less.
- (c) If the service has metered data rate, excess data will be charged at a rate of \$90/GB (inc GST)
- (d) The service is not authenticate and instead uses a bridged IP network.
- (e) Further address space can be routed to the user's IP address in accordance with the allocation guidelines published from time to time by the Asia Pacific Network Information Centre.
- (f) Premium Broadband can support BGP4 if required by the customer.

5.6 Business Broadband

- (a) Business Broadband is supported by the Silver Service Level Agreement.
- (b) The contention ratio on Business Broadband is guaranteed to be 20:1 or less.
- (c) A single static IP address is supplied with each connection.
- (d) If the service has metered data rate excess data will be charged at a rate of \$90/GB (inc GST)
- (e) Authentication is provided using PPPoE.

- (f) Further address space can be routed to the user's IP address in accordance with the allocation guidelines published from time to time by the Asia Pacific Network Information Centre.
- (g) Business Bundles can support BGP4 if required by the customer.

5.8 VillageConnect™ Broadband

- (a) Frontier VillageConnect™ Bundles are supported by a Bronze Service Level Agreement.
- (b) The contention ratio on VillageConnect™ Bundle is guaranteed to be 50:1 or less.
- (c) A single static IP address is supplied with each connection.
- (d) If the service has metered data, excess data will be charged at a rate of \$90/GB (inc GST)
- (e) No further address space may be routed to a user using a VillageConnect™ Broadband.

9 TELE-HOUSING AND FACILITIES ACCESS SERVICES SCHEDULE

Tele-housing services permit a customer's equipment to be located within one of Frontier Networks existing facilities.

Facilities Access agreements allow a third party carrier to access Frontier's facilities for the purposes of delivering services to its customers or customers of Frontier Networks,

Section 1. General Terms

- 1.1 Facilities Access will not be made available to any organisation that is not a registered carrier.
- 1.2 Tele-housing services will only be made available in conjunction with other data products that have been purchased through Frontier.
- 1.3 The user of the service is responsible for ensuring the facilities suitability to the intended purpose prior to signing any contract.
- 1.4 No warranty, express or implied, is made about the availability of any specific facility or related resource.
- 1.5 Frontier may, at its sole discretion, decline a facilities access or telehousing request for any reason:
 - (a) If Frontier denies a request it is not required to provide any reason for the request being declined.
 - (b) If a request is declined the decision is final and no further correspondence will be entered into.
 - (c) Reasons for declining a request include, but are not limited to:
 - (i) Lack of capacity (either now, or projected);
 - (ii) Perceived implementation issues;
 - (iii) Security concerns;
 - (iv) Credit concerns; and
 - (v) Concerns regarding the equipment to be installed.

Section 2. Types of facility

- 2.1 Frontier networks has a number of types of facilities that it may make facilities access.
 - (a) Duct
 - (i) Frontier owned duct facilities are available to licensed carriers who accept and sign a duct access agreement.
 - (b) Cabin and Enclosures
 - (i) Under limited circumstances Frontier Networks may make available cabin/enclosure space on its sites to other carriers.
 - (ii) This space, in general, will be used to house network termination equipment belonging to the other carrier for the express purpose of interconnecting with Frontier's network for the benefit of either Frontiers' customers, or the other carriers' customers.
 - (c) Data Centre Space
 - (i) Data centre space may be made available in an Frontier operated data centre facility or in a rack that is leased from a 3rd party data centre facility.

Section 3. Location of Facilities

- 3.1 Frontier's Data Centre Facilities and Duct and Cabin facility locations are available on request.

Section 4. Power

4.1 Power, if required, must be negotiated with Frontier networks. If not negotiated it should be assumed that 1000 watts @ 240v, single phase is available per rack.

4.2 48 volt power and dual supplies is available at some facilities. Access to these power supplies is by negotiation.

4.3 Most Data Centre facilities have both UPS and backup generator power, however, many cabin facilities have only limited UPS power.

- (a) You may install your own UPS or battery supply if required.
- (b) Depending on available capacity, Frontier may permit connection its UPS systems at cabin.

4.4 Frontier Networks takes no responsibility for losses incurred as a result of power issues in any facility. This includes, but is not limited to:

- (a) Power failure/Blackout;
- (b) Brown out;
- (c) Surging; and
- (d) Overvoltage.

Section 5. Cooling

5.1 All Frontier facilities are cooled with redundant air conditioning systems.

5.2 Frontier Networks takes no responsibility for losses incurred as a result of cooling system failure.

Section 6. Access to Facilities

6.1 Access to Frontier facilities can be obtained by calling the premium support hotline.

- (a) If the access is not an emergency, please provide 24 hours notice.
- (b) If the access is an emergency access will be provided either by our security company or an Frontier staff member.

6.2 Unless otherwise negotiated, access to all facilities will be escorted by an Frontier staff member, or a security company of our choosing.

6.3 Some types of facilities access will result in a charge being levied.

- (a) Access to Data Centre Facilities during business hours attracts no charge.
- (b) Access to Cabin facilities or Data Centre Facilities after hours attracts a callout charge of \$220 (including GST) which includes the first hour. Each hour thereafter attracts a charge of \$110 (including GST).
- (c) Access to Cabin Facilities during business hours will attract a charge of \$110 (including GST) per hour or part thereof. Some cabin facilities are a significant distance from Frontier's primary places of business. Travel time will be charged for facilities that are more than 15km from the closest Frontier place of business.

Section 7. Remote Hands

7.1 Frontier Networks offers a remote hands facility in order to assist with the diagnosis and repair of customer issues.

7.2 Remote hands operators possess the following basic skills:

- (a) Connection to consoles for common equipment
- (b) Basic diagnosis of network faults

7.3 Remote hands operators will carry the following equipment:

- (a) Serial <-> USB interface
- (b) Screwdrivers and general tools
- (c) Console cables for common equipment

7.4 Remote hands operators only perform activities specified by the customer. It should not be assumed that remote hands operators will have any specific diagnostic or fault resolution capability.

7.5 Remote hands operators will be charged at a rate of \$88.00 per hour including GST. Travelling time will be charged if:

- (i) the callout is outside Silver SLA contact hours after hours; or
- (ii) is to a location not in Brisbane.

7.6 If required, Frontier Networks may be able to provide professional diagnostic services:

- (a) No warranty is made regarding that availability of this service at any given time;
- (b) Charges for this service will be levied based on the skill set of the person performing the work, not the type of work being performed;
- (c) Charges for this service are described in Section 7 of the Wholesale Supply Schedule.

7.7 Frontier Networks takes no responsibility for losses incurred as a result of your decision to use our remote hands service.

Section 8. Custom agreements

8.1 There are a wide variety of tele-housing and facilities access requirements supported by Frontier, as such, it is common for customised agreements to be entered into with specific customers.

8.2 Custom tele-housing and facilities access agreements must be signed and witnessed by all parties to the agreement.

8.3 If a custom agreement offends any clause in these Terms and Conditions of Service the custom agreement will prevail.

10 ENHANCED MONITORING SERVICE DESCRIPTION

1.1. Service Description

- 1.1.1. Our Enhanced Monitoring Service is a monitoring service that facilitates the connection of a user requiring assistance to a response centre using a local unit of equipment.

1.2. Equipment

- 1.2.1. We will supply alarm monitoring equipment ("Equipment"). The Equipment may be:
 - a) a static device, for example a desk mounted unit;
 - b) a mobile device, for example a pendant unit; or
 - c) a combination of one or more static and mobile devices.

1.3. Monitoring Service

- 1.3.1. We will:
 - a) Provide a continuous service to receive alarm calls sent by You by means of the alarm call facility on the Equipment ("Alarm");
 - b) As soon as practicable after it has been received, relay the alarm call at Our discretion to such available person nominated as Your emergency contact or to such available emergency service as We consider appropriate;
 - c) Use Our discretion on Our understanding of the degree of emergency in each case following verbal contact with You and on Your details and personal circumstances and medical condition as currently supplied to Us, and take into account all relevant information known to us in exercising our discretion; and
 - d) If verbal contact cannot be established with You, We will treat the Alarm as a request to notify appropriate emergency services.
- 1.3.2. We may offer additional features, either included or for additional charge, from time to time. For example, smoke alarm monitoring or inactivity monitoring. These features cannot be unbundled from the Enhanced Monitoring Service nor purchased separately.

1.4. Limitations on Monitoring

- 1.4.1. We will at all times be acting solely as your agent in notifying any emergency service or emergency contact and We accept no liability for charges made by an emergency service or emergency contact following a request for assistance by us pursuant to an alarm call.
- 1.4.2. Our obligations shall under no circumstances extend beyond the obligation to receive and relay alarm calls as set out above and We shall not be liable directly or indirectly for any third party (for example emergency service, emergency contact, key holder, doctor or phone service provider) to respond appropriately when notified of the alarm by Us.

1.5. Medical Conditions, Emergency Contacts and Numbers

- 1.5.1. You will keep us fully informed of any new or continuing medical conditions and treatments and any changes to them.
- 1.5.2. You will provide up to date details of your emergency contacts, key-holders and doctors to be contacted during an emergency and any changes to them.

- 1.5.3. You will ensure that each of your nominated emergency contacts, key-holders and doctors are aware of being named and are in agreement with being named for that purpose.

1.6. Telecommunications Failures

- 1.6.1. We will connect the Equipment with a fixed, wireless, mobile, data or such other telecommunications service, and on such technology, as we consider appropriate from time to time.
- 1.6.2. We cannot and do not guarantee network coverage, availability, reliability or service delivery.
- 1.6.3. We accept no liability for any loss, injury or death resulting from the use of, or failure or, that connection in an emergency, irrespective of whether that connection is a service provided by us or a third party.

1.7. Acceptable Use

- 1.7.1. You will not, and will not permit any other person to:
- make persistent or unnecessary calls without reasonable cause;
 - use any SIM card we supply for any purpose other than for the Service;
 - make unnecessary maintenance service requests;
 - abort, or fail to give access to Equipment to Us pursuant to, a maintenance request;
 - return Equipment in working order for repair under warranty; and
 - otherwise abuse the Equipment or the Service,

(each an “**Unacceptable Use**”)

- 1.7.2. We may charge you the reasonable costs and expenses we incur arising out of or in connection with Unacceptable Use.

1.8. Confidentiality

- 1.8.1. We will treat all information received in relation to your key-holder, emergency contacts, emergency service and medical conditions in connection with this Service in the strictest confidence.
- 1.8.2. We adhere to the National Privacy Principles and will protect your rights to privacy.
- 1.8.3. You acknowledge and agree that all incoming and outgoing telecommunications in providing the Service are recorded.
- 1.8.4. You acknowledge and agree that we may share your confidential information to our agents and sub-contractors to provide the Service, provided we require them to comply with the same confidentiality and privacy terms as we do.

1.9. Suspension

- 1.9.1. We may suspend the Service if you have made any material misstatements to Us.

1.10. Maintenance of Equipment

- 1.10.1. We will provide a remedial maintenance service to maintain the Equipment in satisfactory operational conditions including the replacement of serviceable parts or components.
- 1.10.2. You will promptly ask us to repair or replace damaged or faulty Equipment.
- 1.10.3. We will not charge you for remedial maintenance, repair or replacement of damaged or faulty Equipment arising from fair wear and tear, or from a claim under warranty.

- 1.10.4. You agree to pay our reasonable costs and expenses for remedial maintenance, repair or replacement of Equipment arising otherwise than from fair wear and tear or a claim under warranty.
- 1.10.5. You will not allow any other person to service, repair, adjust, alter or interfere with Equipment.
- 1.10.6. You will permit us and our agents and sub-contractors entry to the premises where the Equipment is located on reasonable notice to inspect, repair or replace the Equipment.
- 1.10.7. Except for repairs under warranty below, you will pay for maintenance of Equipment by our

1.11. Warranty Period

- 1.11.1. The warranty period on the Equipment is 12 months. During that period, we will repair and replace the Equipment for defects in manufacture. After that period, you will pay for maintenance including repair and replacement of Equipment.
- 1.11.2. You will notify us of intended returns under warranty and complete Our returns form with the details we require including marking the Equipment clearly as "Claim for Repair under Warranty".
- 1.11.3. Any evidence of misuse, abuse or tampering with the Equipment shall void the warranty in its entirety.

1.12. Return Upon Termination

- 1.12.1. You will return Equipment to us within 7 days of expiry or termination of the Service, and we may charge our loss or damage if you fail to do so.

11 FOXTEL FROM FRONTIER SERVICE DESCRIPTION

1.1. Description

- 1.1.1. FOXTEL from Frontier service allows you to view a selection of Foxtel channels within your chosen package.
- 1.1.2. The channels available on a specific package are those advertised at the time of sale. We reserve the right to change the channels on a package or plan from time to time. Your rights in the event of a change are described in this agreement.
- 1.1.3. To acquire FOXTEL from Frontier, you must be in an area covered by our service offering, which we will publish to you from time to time.
- 1.1.4. You may use FOXTEL from Frontier for personal, domestic or household use. You may not resell the service nor allow it to be used for commercial purposes.
- 1.1.5. We provide support for installing the Service, the Infrastructure, the Foxtel Equipment, changes to your account and service, and ongoing availability of the connection to the Service. This support is included in your monthly subscription fees.
- 1.1.6. We cannot provide support for connectivity from your television to other services such as free to air television outside the Service. This support is not included in your monthly subscription fees.
- 1.1.7. We will do our best to deliver you a reliable Service, however we cannot guarantee a fault free uninterrupted service, or guarantee the performance or quality of the Service.
- 1.1.8. You must direct all queries regarding faults, outages and service issues to either the email address, online chat address or the phone number we provide for that purpose from time to time.
- 1.1.9. If we conduct a site visit to your premises, and find that the fault lies with your cable or equipment and not within our Service, we reserve the right to charge you for the call out at our normal charge-out rates.
- 1.1.10. We will supply you with a Set Top Box to connect to FOXTEL from Frontier. Foxtel own the Set Top Box.
- 1.1.11. You may only use Equipment we supply to connect to FOXTEL from Frontier.
- 1.1.12. Set up, installation and other once off charges are billed in the month in which the Service is established or otherwise the month in which the charges is incurred.
- 1.1.13. The Monthly Recurring Charges for the service are billed monthly in advance, unless we state otherwise in the Plan.
- 1.1.14. You will be billed within 14 days of the end of the prior month for the following period's Subscription Fee and you agree to acquire the service for that period.

1.2. PERMISSION, ACCESS AND VISITING THE PREMISES

- 1.2.1. You must obtain and maintain any necessary permission or authorisation for the Works. This may include authorisations from your local council, authorisations required under Heritage Legislation, or authorisations required by the manager and/or owner of the Premises.
- 1.2.2. If you require us to perform or arrange for the performance of the Works, you must obtain permission from your building manager and/or owner to allow the Foxtel Representatives to enter the common property at the Premises from time to time to perform the Works and perform maintenance. Unless you notify us otherwise, we assume that you have obtained this permission prior to the installation of the Equipment

or Infrastructure. If we are required by you to perform or arrange for the performance of the Works, we are not responsible for any damage to common property arising from the Works, unless the law says otherwise. You will be responsible for the cost of any damage to common property arising from the Works, and you may be regarded as having terminated this Agreement.

1.2.3. You must provide us and Foxtel Representatives with access to the Premises to enable them to perform or arrange for the performance of the Works. You must meet our reasonable requirements about our safety and the safety of the Foxtel Representatives who perform the Works.

1.3. PRE-INSTALLED EQUIPMENT

1.3.1. If any Equipment that we need to provide you with to receive the Service is already installed and in working order at the Premises, or any new address to which you transfer the Service, we may use it to provide you with the Service.

1.4. FOXTEL EQUIPMENT

1.4.1. At all times Foxtel will remain the owner of the Equipment. Foxtel may add or substitute Equipment in its absolute and sole discretion.

1.4.2. You must keep the Equipment in good and useable condition at all times (fair wear and tear excepted) until returned to, or collected by, us or Foxtel's representatives.

1.4.3. Foxtel permits you to use the Equipment in accordance with this Agreement. Only Foxtel can authorise Works on the Equipment. No person (including you) is allowed to perform Works on the Equipment without Foxtel's prior written authorisation. If you, or someone authorised by you, performs Works on the Equipment without Foxtel's prior written authorisation, you will be liable to Foxtel for any loss Foxtel incurs. You must not do anything to enable the Equipment to be connected to the internet or the public switch telephone network (PSTN) without obtaining Foxtel's express prior written consent.

1.4.4. By activating the service at the time of installation, you acknowledge that the Equipment and the Infrastructure are in working order and that you approve the quality of reception of the Service as at the date of installation of the Equipment.

1.4.5. You must not remove any marking which identifies the Equipment as belonging to Foxtel.

1.4.6. Foxtel may use the Equipment to deliver the subscription television services of a third party subscription television service provider to the Premises.

1.4.7. We or Foxtel will only be obliged to repair any damage to the Premises caused by Works performed on the Equipment to the extent that such damage is caused or contributed to by us or Foxtel in breach of this Agreement.

1.5. FOXTEL SERVICES

1.5.1. We may change the Service at any time without notice, including:

- a) changing the scheduled broadcast time of, or withdrawing, any program;
- b) restricting the features of the Foxtel set-top unit (including the ability to record); and/or
- c) adding, withdrawing or changing features of functionality of the Service.

1.5.2. If we withdraw a Channel from the Service you subscribe to and/or change the way we package the Channels we provide to you, we will provide you with at least 14 days' prior written notice of any such change.

1.5.3. If we change the Service, you may have termination rights under the General Terms and Condition.

- 1.5.4. You must only provide the Service to the number of Outlets specified in your Application. You must ensure that the number of Outlets specified in your Application is equal to the total number of Outlets at that Premises at all times.
- 1.5.5. The Outlets must not be connected in any Public Viewing Areas.
- 1.5.6. Subject to copyright laws, you must not copy any of the Service or Retransmitted Service, or videotape, split, redirect, redistribute or otherwise offer or supply the Service, any part of the Service, or Retransmitted Service to any other place other than the specified Outlets, or to any other person or entity without Foxtel's prior written authorisation.
- 1.5.7. You must not use, exhibit, cause or permit the viewing of the FOX Sports Channels and/or SKY Racing channel in a Public Viewing Area which holds a liquor license or connect the FOX Sports Channels and/or SKY Racing channel to any television or monitor in a Public Viewing Area which holds a liquor license whether directly or indirectly by means of any device or otherwise, without prior written authorisation of Foxtel.
- 1.5.8. You must not use or authorise the use of a Broadcasting Decoding Device to gain access to the Service without prior Foxtel authorisation. You also agree not to duplicate, alter, retransmit or redistribute the Channels, including making any change to the picture aspect ratio (for example by inserting digital signage on screen), in any way including but not limited to via the internet.
- 1.5.9. If you ask us to change the Premises at which the Service are provided (for example, if you have moved to a new address), we cannot guarantee that it will be able to provide the Service at the new address. You will have to pay any charges for installing the Service at the new address. If you want us to provide the Service at another place in addition to the Premises, you will have to sign a separate agreement with us for the Service provided at that place.
- 1.5.10. You must ensure compliance with the terms of this Agreement by:
- a) all occupants of the Premises that receive the Service and the Retransmitted Service; and
 - b) all your contractors, sub-contractors, employees and permitted assignees.
- 1.5.11. You acknowledge and agree that any programs that you have recorded to the Foxtel iQ may be erased and irretrievable from the Foxtel iQ for any reason and that, to the extent permitted by law, including the Australian Consumer Law, we and Foxtel re not liable to you for any programs that are erased or cannot be retrieved from your Foxtel iQ, including if any of the following events occurs:
- a) you or we cancel the Foxtel iQ service or this Agreement is otherwise terminated in accordance with its terms;
 - b) if we are required to do so by our content suppliers;
 - c) power surges or severe weather conditions;
 - d) we reformat the Foxtel iQ;
 - e) we alter your account details or your subscriber identification number;
 - f) you attempt to use the Foxtel iQ otherwise than in accordance with its operating instructions;
 - g) the Foxtel iQ, including the Smartcard, is defective in any way or ceases to operate; or
 - h) you migrate your service to Frontier from another provider such as Foxtel direct.

1.6. FEES AND CHARGES

1.6.1. For Equipment, we may charge you for any reasonable cost we or Foxtel incur for Works performed on the Equipment from time to time during the Term.

1.6.2. If you cannot receive the Service and we are not at fault, you must continue to pay the Subscription Fee.

1.7. YOUR RESPONSIBILITIES

1.7.1. At the conclusion of the Fixed Term and/or any Extended Term, or earlier termination of this agreement, all Foxtel Equipment is to be returned to the address specified by us within 21 days. If you do not return the Equipment, or the Equipment cannot be recovered by us, then we reserve the right to charge an unrecovered equipment fee to the amount of \$450.00 GST Inc for each unrecovered unit of Equipment. You acknowledge that such fees represent our reasonable costs of recovering or replacing such Equipment. If you have been paying by direct debit or credit card, you authorise us to deduct this amount from your nominated bank, credit union or credit card account.

1.7.2. You acknowledge that the unauthorised access and use of the Service is a serious crime. For further information on copyright theft, see details under the piracy tab on the Foxtel Website.

1.8. WARRANTIES

1.8.1. You warrant to us that:

- a) you have obtained all requisite consents and approvals from all persons with an interest in the Premises in connection with any Works on the Equipment and Infrastructure;
- b) you will ensure that the use of the Equipment and Infrastructure by those receiving the Service under this Agreement will not result in any damage to the Equipment or the Infrastructure (as applicable); and
- c) without limitation to paragraph (d), you will use your best endeavours to prevent any unauthorised use of the Equipment, Infrastructure or the Service.

1.9. INDEMNITY AND LIMITATION OF LIABILITY

1.9.1. In addition to any rights against you that we may have under this Agreement, you will be liable to us and must keep us, our Foxtel Partners, Related Companies, Suppliers, agents and Contractors indemnified against any loss, cost, expenses, damage or other liability (including legal costs on a solicitor/client basis) arising out of any claim or demand against us by you or any person other than you, which arises from or is connected with our supply or removal of the Service to you or your use of the Service, unless the loss, costs, expense, damage or other liability is caused by our, our Foxtel Partners', Related Companies', Suppliers', agent's or Contractor's wilful default, negligence or breach of this Agreement or any law.

1.10. IF YOU BREACH THIS AGREEMENT

1.10.1. In addition to our other rights under this Agreement, we can terminate this Agreement at any time, immediately and without notice if:

- a) we believe that the Service or Retransmitted Service is being used in a way forbidden by this Agreement;
- b) we reasonably believe that the content provided on the Service may no longer be secure, or is being used in breach of this Agreement or in a way inconsistent with the requirements of our content partners or licensors;

- c) if we consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the Service.

1.11. RETRANSMITTED SERVICES

- 1.11.1. We may provide you separate services, without obligation and without further charge, such as your local commercial television network(s) or station(s), the ABC and the SBS (if broadcast in your area) that are retransmitted on the Foxtel platform (the *Retransmitted Service*).
- 1.11.2. You acknowledge that we provide the Retransmitted Service for your convenience only and does so without any obligation to you. If for any reason we cease to provide any or all of the Retransmitted Service, we are not liable for any loss or disappointment you may suffer as a result.
- 1.11.3. For the avoidance of doubt, if the provision of the Retransmitted Service is terminated by us, there will be no reduction in the Subscription Fee or any other amounts payable by you under this Agreement.

1.12. CLASSIFICATION OF CONTENT

- 1.12.1. Content classifications will be displayed with each piece of applicable content available on the Service. You accept full responsibility for reviewing all classification information supplied for each piece of content for the purpose of informing, and where appropriate safeguarding, other viewers of the content. Where you allow children or young people to view content via the Service, you are responsible for ensuring that the content is suitable for them.

1.13. INTELLECTUAL PROPERTY RIGHTS

- 1.13.1. Copyright, trade marks and all other intellectual property rights in all material, content or software supplied as part of the Service will remain ours or, where applicable, our content partners or licensors. We grant you a licence to use such rights for your personal use of the Service only, in accordance with this Agreement.
- 1.13.2. You will not, and you will not assist, facilitate or authorise any third party to:
- copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit any material or content you obtain from the Service;
 - sell or make any charge for watching or using any part of the Service; or
 - except with our prior written approval, show any part of the Service in public to an audience, even if no charge is made.

1.14. MEANING OF TERMS IN THIS FOXTEL FROM FRONTIER SERVICE DESCRIPTION AND TERMS

- 1.14.1. **Broadcasting Decoding Device** means a device (including a computer program) that is designed or adapted to enable access to the Service without the authorisation of Foxtel by circumventing or facilitating the circumvention of the technical means or arrangements that protect access to the Service.
- 1.14.2. **Channels** mean the programming package which you have requested and Foxtel has agreed to supply.
- 1.14.3. **Contractors** means contractors, agents and third parties with whom we have entered into agreements or arrangements with from time to time in order to act on our behalf in connection with contacting you; providing you with information pertaining to the Service or any products and services that we or our Related Companies offer from time to time; or performing,

planning, research, product development and strategic, financial and other business purposes in relation to our products and services on our behalf.

- 1.14.4. **Direct Feed** means an installation that reticulates the Foxtel RF signal throughout a building so that each individual display device is coupled with a Foxtel set-top unit.
- 1.14.5. **Equipment** means the equipment (including any replacement Equipment) owned by Foxtel and necessary to receive the Service and permitted for you to use by Foxtel including, but not limited to, a set-top unit, conditional access module, Smart Card, and incidental cabling.
- 1.14.6. **FOX Sports Channels** means FOX Sports One, FOX Sports Two, FOX Sports Three, Fox Sports News, ESPN, ESPN2, FUEL TV and/or such other channels as may be determined by Foxtel from time to time, or such other channels names as notified by Foxtel.
- 1.14.7. **Foxtel** means Foxtel Cable Television Pty Limited (ACN 069 008 797), its employees, agents and Contractor (if you are in a Metro Area) and Austar Entertainment Pty Limited (ACN 068 104 530), its employees, agents and Contractors (if you are in a Regional Area).
- 1.14.8. **Foxtel iQ** means the personal digital recorder and set top unit we supply to you from time to time when you subscribe to the Service.
- 1.14.9. **Foxtel Partners** means Telstra Corporation Limited, The News Corporation Limited (or any of their subsidiaries or affiliates), Foxtel Management Pty Limited (ABN 65 058 671 938), Foxtel Partnership and Telstra Pay TV Pty Limited.
- 1.14.10. **Foxtel Representatives** means the employees, Contractors, sub-contractors or agents of Foxtel.
- 1.14.11. **Heritage Legislation** means any legislation or regulations governing the performance of work in buildings of historical interest.
- 1.14.12. **Infrastructure** means the infrastructure (if any) which you or someone on your behalf install at your Premises to receive the Service and includes the Integrated System, satellite receiving dish, modulators, incidental cabling, optical fibre, coaxial cable, ducts, conduits, the isolation box, the wall plate and dish mount, the multiswitch, the amplifier and low noise blocker. It also includes any other infrastructure which is already installed at the Premises or is added or substituted by you or us or as requested by you from time to time as contemplated by this Agreement.
- 1.14.13. **Outlet** means single television screens for Integrated System services (the number of which is set out in the Schedule) or wallplates with Foxtel set-top units connected for Direct Feed services (the number of which is set out in the schedule and defined by the number of packages).
- 1.14.14. **Premises** means the location(s) to which the Service will be provided by Foxtel, as specified in the Schedule.
- 1.14.15. **Public Viewing Area** means any location open to the public inside or outside your Premises. This is defined by any area with viewing capacity greater than 15 people.
- 1.14.16. **Related Company** means a company or entity which is wholly owned (directly or indirectly) by the Foxtel Partnership.
- 1.14.17. **Retransmitted Service** has the meaning set out in clause 11.
- 1.14.18. **Service** means each and all of the subscription television services selected by you as set out in this Agreement.
- 1.14.19. **Smartcard** means the decoder card issued to you for insertion into the Foxtel Equipment to enable you to receive the Service.

- 1.14.20. **Suppliers** means the contractors, agents and third party suppliers with whom we have entered into agreements or arrangements with from time to time in order to act on our behalf in connection with this Agreement, as well as any owner of the Equipment.
- 1.14.21. **Subscription Fee** means the monthly fee that you must pay for the delivery of the Service and as varied in accordance with this Agreement.
- 1.14.22. **Works** means the installation, connection, disconnection, maintenance, alteration, inspection, repair, removal, re-installation, service or any other work performed on the Equipment and/or Infrastructure.

12 TERMS AND CONDITIONS GLOSSARY

Words in this Agreement with initial capital letters (egg Acceptable Use Policy) have defined meanings, as follows:

"Acceptable Use Policy"

means our policy about the acceptable levels and methods of use of the Frontier Service. The current version of the Acceptable Use Policy is located on the Frontier website.

"Accessory"

means a device or devices that are used by you in conjunction with the Frontier Service in order to facilitate the provision of additional features and functionality beyond that described in the Service Schedule whether supplied by Frontier or not.

"Additional User"

means a person (other than you) whom you nominate and we authorise to access the Service.

"Agreement"

means these terms and conditions, the Schedules, the Acceptable Use Policy, the Plan Table, and the terms contained on your Application Form.

"Frontier Service" and "Service"

means a service we provide from the Equipment we may provide to you from time to time being services described in the Service Schedules to these terms and conditions.

"Application Cancellation Fee"

has the same meaning as Cancellation Fee.

"Application Form"

means:

- (a) if you apply online, the online application form for the Service you submitted at our website;
- (b) if you apply by telephone, the application form you ask our front of house to complete;
- (c) if you sign an application form, the application form you sign or if you apply through a Retailer, the application form you ask the Retailer to complete;
- (d) if you sign a customised proposal, the proposal document you sign.

"Business Customer"

means a customer who is not a Residential Customer.

"Cancellation Fee"

means the aggregate of all payments due under this Agreement for the remainder of the Contract Term.

"Contract Term"

means the period you nominated on the Application Form and starting on the Service Commencement Date.

"Cooling Off Period"

means the period specified under the law where you live, during which time you are permitted to cancel a contract with a seller for the purchase of goods, services or property, without incurring a legal obligation to compensate the seller in any way.

"Credit Information"

means:

- a) identity particulars (name, address, date of birth, ABN, ACN or ARBN);

- b) your application for credit or commercial credit, including the amount applied for;
- c) the fact we are a current credit provider to you;
- d) payments which are overdue by more than 60 days and for which debt collection has commenced;
- e) advice that payments are no longer overdue in respect of a default which has been listed;
- f) information that you have committed a serious credit infringement; and
- g) cheques drawn by you for more than \$100 and which have been dishonoured more than once.

"End User"

means any person or party who uses the Service, whether or not authorised by you, whether as a result of your reselling the Service or making the Service available to a third party or through whatever means.

"Equipment"

means a modem (including a wireless modem), modem filters, cabling from your wall plate to the modem, router, power supply. Equipment does not include any wireless PC connection device such as a wireless USB adaptor device or PC card adaptor device.

"Establishment Fee"

Means a fee that we charge for installing your service and establishing your account.

"Service Level Guarantee"

means the customer service level guarantee set out in the Service Level Agreement Schedule.

"Maintenance Period"

means 12 months from the date we deliver the Equipment to you

"Material Terms"

means those terms and conditions we read out to you over the telephone.

"PC"

means the personal computer through which you access the Service.

"Plan Table"

means the fees, charges and features that apply to your Service (as amended from time to time). The current Plan Table is located on our website.

"Premises"

means the location or building to which the Service will be provided and the Transmission Facilities installed, and the land at that location or on which the building stands.

"Regulatory Event"

means:

- a) a determination or notice issued by the Australian Competition and Consumer Commission; or
- b) a determination by any court; or
- c) a determination by us that, in our opinion, on reasonable grounds and acting in good faith, the supply of the Service, the terms of this Agreement or any action taken or required to be taken in accordance with this Agreement contravenes or may contravene any applicable law including, without limitation, the Telecommunications Act 1997 (Cth) or the Trade Practices Act 1974 (Cth).

"Residential Customer"

means a customer who takes up the Service predominantly to use for personal, household or domestic use or consumption.

"Retailer"

means a third party that has entered into a dealership agreement with Frontier, in order to promote Frontier services.

"Security Deposit"

Means the deposit taken from you and held as a guarantee against future delinquency on your account.

"Service"

see "Frontier Service".

"Service Alteration Fee"

Means a \$132.00 (including GST) fee for altering your service subject to the provisions of Section 6.

"Service Commencement Date"

means the date defined in clause 4.1.

"Software"

means any software we supply to you for use in conjunction with the Service, including any upgrades and manuals.

"Third Party Tail"

means a third party service, forming part of Frontier service offering to a customer, subscribed to by Frontier, that links an end point designated by the customer and a Frontier point of presence and which does not form part of a Frontier standard product offering.

"Transmission Facilities"

means the equipment and facilities installed to the Premises on the network side of the wall plate through which the Service is supplied, excluding the Equipment and Software.

"You" and "Your"

(with or without initial capital letters) means the person named as the customer on the Application Form.

"We", "Our", and "Us"

(with or without initial capital letters) means Frontier Networks Pty Ltd (ABN 58 161 016 664) and its employees; as well as its agents, sub-agents and their respective employees.

"Website"

means the Frontier Networks website.

"Wholesale Customer"

a licensed telecommunications carrier who, after signing non disclosure and wholesale agreements with us, is permitted to resell our products or services.