

# IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

## STANDARD FORM OF AGREEMENT – SUMMARY

This is a summary of the Internode Standard Form of Agreement ("**SFOA**") for:

- any goods we supply to you (including goods supplied in connection with any Services) ("**Goods**");
- each Internode Service in respect of which we have accepted your Application ("**Services**") which may include, without limitation, ADSL, Broadband Services, Voice Services, Dialup Internet Access, Wireless DSL, Domain Name Hosting and/or Server Monitoring (either for a residential or business customer); and/or
- any other services in connection with Goods and/or Services (including installation and maintenance services) ("**Other Services**"),

provided to you by Internode Systems Pty Ltd ABN 82 052 008 581 trading as Internode of Level 3, 132 Grenfell Street, Adelaide, South Australia 5000 (in this summary referred to as "**our**", "**we**", "**us**" or "**Internode**").

The SFOA:

- is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- applies to all Goods, Services and Other Services provided by Internode;
- may be amended by Internode from time to time in accordance with the SFOA; and
- does not apply if and to the extent otherwise agreed between Internode and a Customer.

This summary is for informational purposes only, it is the SFOA which has legal effect. Copies of the complete SFOA are available on the Internode website [www.internode.com.au](http://www.internode.com.au). Up to date copies of this summary are available from Internode on request.

If you are a non-English speaker or have a disability, copies of this summary and the SFOA are available in several other major languages or in large print from Internode on request.

The applicable terms are the Standard Form of Agreement (and any additional terms contained in each applicable Service Schedule), the Acceptable Use Policy and the Privacy Policy. Please note that any term not defined in this Summary is defined in the complete SFOA.

### CORE TERMS

- 1. APPLICATION AND TERM OF AGREEMENT** You may apply for a Service by any method approved by us. We may accept your application in our absolute discretion. If accepted, an Agreement between us and you commences on the Service Commencement Date for the first Service you acquire from us and will continue until the expiration or termination of the period of time specified in the Application for the last Service you acquire from us (unless terminated earlier as per the SFOA).
- 2. OUR OBLIGATIONS TO YOU** We undertake that:
  - we will use our reasonable commercial endeavours to provide you with the Supplies you request, in accordance with the Agreement;
  - we will make all reasonable efforts to ensure continuity of the Services, but we make no guarantee that the Services will be either uninterrupted or error-free; and
  - while we endeavour to take reasonable care with information that you deposit with us we cannot and do not guarantee that all such information will reach its intended destination (including electronic mail) inside or outside our network.
- 3. YOUR OBLIGATIONS TO US** You acknowledge and agree that:
  - you must provide us with accurate and truthful information in your Application;

- you will not interfere with the normal operation of the Services or any equipment used in the provision of the Services, or make either unsafe;
- you are responsible for all carrier (eg telephone) charges associated with connecting to our Services (if any);
- you are responsible for backup of all information associated with the Supplies;
- if we install Equipment for you, you must permit us to access and cooperate with us for the purpose of installing that Equipment. You are responsible for the Internode Equipment and the Software and must indemnify us against all loss and damage to the Internode Equipment and Software until it is returned to us (unless due to reasonable wear and tear) and you acknowledge that we retain ownership of the Internode Equipment and the Software;
- you must comply with the terms and conditions of the Software licence(s) which apply to the use of any Software; and
- you must not assign, sell or otherwise dispose of your rights and obligations under the Agreement without our consent.

4. **GOODS** If you order Goods from us the warranties in Clause 21 of the SFOA will apply. However, if a Third Party Supplier of the Goods has provided a warranty for those Goods, we may give notice of that warranty to you. If you consider that the Third Party Supplier has not complied with such a warranty and you notify us of this in the manner set out in the SFOA, then we will take reasonable steps to enforce the warranty for your benefit.

However, it is your responsibility to pursue any direct claim you may have against a Third Party Supplier, and you must pursue any such claim to the maximum extent possible before to requiring us to take steps to enforce any warranty mentioned above against any Third Party Supplier.

5. **ACCESS INFORMATION** We will provide you with any access information required to use the Services that we deem reasonably necessary (if any). You must maintain the secrecy and confidentiality of all such access information and notify us immediately if your username and password are lost (or you think someone else is using them). You will be liable for all Charges resulting from use of the Services accessed through your access information, whether authorised by you or not.
6. **TERMINATION BY US** We may terminate the Agreement immediately by notice in writing if: (1) you are in breach of any term of the Agreement (including any Policy) and such breach is not remedied within 7 days of us notifying you; (2) you have provided us with false or misleading information; (3) your nominated payment method is refused or dishonoured; (4) if you are a natural person, we discover or reasonably believe that you are a minor; (5) we believe you are about to or may become or are in jeopardy of becoming subject to any form of insolvency administration; (6) if you being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving; (7) if you, being a natural person, die; or (8) you cease or threaten to cease conducting business in the normal manner, in which case you will not be entitled to a refund in respect of the Supplies.

Otherwise, we may terminate the Agreement for any reason on 30 days' notice in writing to you (unless the applicable Service Schedule specifies a longer notice), in which case we will provide you with a refund in respect of the Supplies for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate.

7. **CANCELLATION BY YOU** You may elect to terminate a Service at any time by notice in writing to our Accounts department provided that: (1) notification of the Service to be cancelled is forwarded in writing to Internode providing at least 30 days notice; (2) the cessation of the Services will be made effective from the Anniversary Date of the next calendar month; (3) you will be liable for all outstanding debts incurred prior to termination for the current billing period; (4) you must also pay the Early Termination Charges if the Service is cancelled before the end of the Term. If you validly terminate the Agreement as a result of our breach, your only remedy (see Clause 21 of the SFOA which sets out the limitations on our liability) will be: (1) in respect of Services or Other Services, a refund for the services for which you have paid in advance but

which have not been supplied by us, calculated at the applicable monthly rate; and/or (2) in respect of Goods, a refund of the amount you have paid for the Goods.

8. **AFTER TERMINATION** If the Agreement is terminated otherwise than for our breach, we may (1) charge a reasonable sum for work performed in respect of which work no sum has been charged, (2) be regarded as discharged from any further obligations under the Agreement and (3) pursue any additional or alternative remedies provided by law.
9. **VARIATIONS TO THE SERVICES, THE AGREEMENT OR OUR POLICIES** When requesting a change to your Supplies (whether upgrading, downgrading, temporary suspension or cancellation), you must provide this request to us in writing prior to your Anniversary Date. The request will be processed and put into effect on the Anniversary Date for the following billing period. We may permit changes, where possible, on shorter notice but any such permitted changes are in our absolute discretion.

We may at any time change the SFOA. However, we will not make a variation that would cause you material detriment without: (1) including a notice on, or with, your next invoice or statement, or sending a separate notice to you, giving details of the effect of the variation, 21 days before it takes effect; and (2) granting you the right to terminate the Agreement within 42 days of the date of such notice without incurring any fees or charges, excluding usage or network access charges (incurred up to the date on which the Agreement ends) and any outstanding amounts for installation costs or Equipment. Please note this clause does not apply if you are a casual customer.

10. **SERVICE LEVELS - REPORTING FAULTS** You must report the details of a suspected Fault to the Internode Help Desk (namely the contact point for Faults, which you may contact by dialling the telephone number specified in an applicable Service Schedule (if the Service Schedule includes a service level agreement)) as soon as possible after you become aware of the suspected Fault. You may report a suspected Fault to us 24 hours per day. However, if you report a fault outside the Hours of Coverage for Response, the Response Time will not commence until the beginning of the Hours of Coverage for Response.

When reporting a suspected Fault to us, you must provide us with: (1) Service details which identify the affected Service to such particularity as requested by us and (2) contact details, including your name, your contact point(s), the Site Contact (if applicable), contacts at both ends of the Service (if applicable) and details of the Fault systems.

11. **INVESTIGATION OF FAULTS BY INTERNODE** We will analyse the cause of the suspected Fault and determine if the suspected Fault is a Fault. We will not provide Fault restoration under the Agreement where the fault is in a network not owned or maintained by Internode. Where a Fault report is lodged, we will undertake Fault restoration work during the Hours of Coverage for Restoration for the Service. If you wish to escalate the Fault, you must contact Internode explaining the outstanding issue. If the escalation does not result in the restoration of the Service, you should contact the contact point specified by us to field any complaints regarding failure to adequately escalate outstanding Faults (the Internode Engineering Services Manager) and report this escalation failure.
12. **AVAILABILITY GUARANTEE PROCESS & REMEDY** Our availability guarantee and remedy is set out in clause 13 of the SFOA.
13. **REFUND POLICY** Our refund policy in regards to the Goods, Services or the Other Services is set out in clause 16 of the SFOA.
14. **CHARGES AND BILLING** We offer different fee structures for the provision of the Supplies and you are liable for the fees applicable to any Supplies you acquire, as specified in each Application and/or each applicable Service Schedule. Current rates of charges may be viewed on the Internode website at [www.internode.com.au](http://www.internode.com.au) or obtained from Internode.

If you acquire ongoing Services from us, a regular invoice/statement notification will be delivered via electronic mail (to your internode.on.net account unless otherwise agreed), postal mail, or fax 28 days before each Anniversary Date. An invoice presented by us shall be deemed to be a correct statement of all Charges contained in that invoice. However, if you wish to query any item you have been charged for, we request you do so within 7 days of our invoice.

If you acquire any Other Services from us that are supplied on an ongoing basis, we may require that you pay for those Other Services periodically or in full prior to supplying those Other Services to you. Each Application or Service Schedule will set out the payment requirements for the Other Services.

All Charges (unless otherwise agreed in writing with us), except any Charges for excess usage or specified non Internet or telecommunications services, are payable in advance and must be paid prior to the supply of the Supplies and prior to each Anniversary Date).

All accounts must be paid within 28 days of invoice. Any account that is outstanding beyond 28 days is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we will without notice be entitled to recover any Goods supplied for which payment has not been made in full (in the event that we did not require advance payment for those Goods) and/or suspend your access to the Services and/or the Other Services until all outstanding monies are paid in full. We may charge you an additional fee for any subsequent re-connection to the Services or resupply of the Goods and/or require you to pay us interest on any monies owing to us at a rate equivalent to the prime rate charged for bank overdrafts by our current bankers at that time. We may suspend the Service for any of the reasons set out in clause 15 of the SFOA. Charges may apply during this time or on re-connection of the Service.

If Charges are not stated to be GST inclusive, you will also be liable to pay GST.

You are responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies owed by you to us under the Agreement.

- 15. OUR LIABILITY** We make no express warranties to you except those expressly set out in the Agreement. We do not exclude or limit the application of any provision of any statute where to do so would contravene that statute or cause any part of this clause to be void. We exclude all warranties except those unexcludable by law, all liability to you for consequential or indirect damages, and all liability for loss caused by our negligence. Our liability to you for breaching any express provision of the Agreement is limited at our option to one of supplying, replacing or repairing the Goods or supplying again the Services or Other Services in respect of which the breach occurred.
- 16. POLICIES** You agree that you will comply with our Policies including our Acceptable Use Policy (which only applies to the extent that is relevant to a Service you have acquired from us) and our Privacy Policy in respect of any Services you acquire from us.
- 17. CUSTOMER SERVICE GUARANTEE** The Customer Service Guarantee under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 prescribes mandatory performance standards for certain telecommunications services. Internode will comply with such standards to the extent that they apply to the Services offered.
- 18. COMPLAINTS** Internode is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, in the first instance we request that you contact Internode on the contact details below. If your complaint is not satisfactorily resolved with us, you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.
- 19. CONTACT DETAILS** To contact Internode please go to the use any of the contact details located on our website at [www.internode.com.au](http://www.internode.com.au) or contact us on our nation-wide number 1300 788 233.