A: 4/97 Hector St, Osborne Park, WA, 6017 T: 1300 166 331 E: info@nodeone.com.au ABN: 43 620 671 374 ACN: 620 671 374

Standard Form of Agreement

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1. About this Standard Form of Agreement

PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE IMPORTANT CONSEQUENCES FOR YOU

This SFOA comes into effect for existing customers on **15/10/2018.**

1.1. Under the Telecommunications Act 1997, **Node1 Internet (ABN 43 620 671 374)** (Referred to in this document as "***Us***", "***Our***", "***We***", "***Node1***" and "***Node1 Internet***") can contract customers on either an individual basis or by way of a Standard Form of Agreement (SFOA). This document serves as ***Our*** SFOA and constitutes the applicable terms and conditions for ***service***s ***We*** supply to ***You*** (Referred to in this document as "***You***", "***Your***", "***Consumer***" and "***Customer***").

1.2. This SFOA, together with ***Your application***, the ***Service Description*** (which may contain additional terms and conditions as per the ***service*** type), the Critical Information Summary and ***Our*** other policies (***You*** may obtain a copy of the latest version of these from ***Our*** website), form ***Your*** agreement with ***Node1 Internet***. To understand ***Your*** rights and obligations, ***You*** need to read all of the documents that relate to ***You*** and the ***service You*** select.

1.3. Under Australian Law, the terms and conditions set out in this SFOA apply regardless of whether ***You*** read or sign it. The SFOA applies to all ***services*** supplied by ***Node1 Internet*** unless both parties have specifically agreed otherwise.

1.4. When ***You*** acquire a ***service*** from ***Node1 Internet*** (by applying for a ***service***), ***You*** have indicated ***Your*** acceptance of all the terms and conditions set out in this document.

1.5. If there is an inconsistency between this SFOA and the ***Service Description***, or ***Our*** other policies, then unless otherwise stated, the SFOA prevails to the extent of the inconsistency.

1.6. The meaning of words printed like ***this*** is set out at the end of this SFOA under the heading 'Definitions'.

1.7. Headings are provided for convenience and do not affect interpretation.

2. The Agreement

2.1. When ***You*** apply for a ***service*** with ***Node1 Internet***, ***We*** will decide whether to supply the ***service*** based on:

a) the ***service*** to be provided,

b) ***Your*** eligibility for the ***service***,

c) its availability to ***You***, and

d) ***You*** meeting ***Our*** credit requirements.

2.2. When ***We*** accept ***Your application***, the agreement consists of:

a) ***Your application***,

b) this SFOA,

c) the Critical Information Summary for ***Your*** relevant plan,

d) the ***Service Description***; and

e) ***Our*** other policies.

2.3. The agreement either has a ***fixed term*** contract (12 or 24 months) or it does not (***month to month***).

2.4. The agreement between ***You*** and ***Node1 Internet*** starts when ***We*** accept ***Your application*** for ***service***.

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Services without a fixed term contract (month to month)

2.5. If ***We*** provide ***You*** with a ***service*** that does not have a fixed contract term, the ***service*** will be provided to ***You*** in accordance with this SFOA and the terms and conditions applicable under the ***Service Description*** until such time as the ***Service*** is cancelled under clause 14 as below.

Services with a fixed term contract

2.6. If ***We*** Provide ***You*** with a ***Service*** that has a ***fixed term*** contract, the ***service*** will be provided to ***You*** in accordance with this SFOA and the terms and conditions applicable under the ***Service Description***:

(a) for the minimum ***fixed term*** contract; and/or

(b) until the ***service*** is cancelled under clause 14 as below.

2.7. If neither party (***You*** or ***Us***) cancels the ***service*** at the end of the ***fixed term*** contract or if the ***service*** is not cancelled under clause 14 as below before the end of the ***fixed term*** contract, ***We*** will continue to provide the ***service*** on a ***month to month*** basis in accordance with this SFOA and the ***Service Description*** terms and conditions.

2.8. If ***You*** do not wish the ***Service*** to continue on a ***month to month*** basis after the end of the ***fixed term*** contract, ***You*** must give ***Node1 Internet*** 30 days' notice of ***Your*** intention to cancel the ***Service***.

3. Variations to the Agreement

3.1. ***We*** may vary this SFOA, any other applicable terms and conditions or the ***Service Description*** (including pricing and any other terms) at any time.

3.2. Where ***Node1 Internet*** transfers any ***customer*** account to a third party, ***We*** will notify the ***Customer*** by email, and transfer any of the ***Customer's*** confidential data in a secure manner to the third party, and also seek to ensure that the third party holds that data in a secure manner, to ensure its ongoing protection.

3.3. ***We*** will try wherever possible to give ***You*** 21 days written notice of any proposed change via email or post.

3.4. In some circumstances, ***We*** may decide to make exceptions to this SFOA or any other applicable terms and conditions of the ***Service Description*** on a case by case basis. Any exceptions will be at the sole discretion of ***Node1 Internet*** and both parties must specifically agree in writing.

Services with fixed term contract

3.5. If ***Your service*** is under a ***fixed term*** contract with ***Node1 Internet*** at the time that ***We*** make any variations to this SFOA or any other applicable terms and conditions of the ***Service Description***, then there may be some cases where ***We*** will give ***You*** an option to cancel the ***fixed term*** contract without penalty. ***We*** have set these out as below.

Variations that will benefit You

3.6. ***We*** will always endeavour to notify ***Our*** customers of any changes to their ***service***. However, if a variation is beneficial to ***You*** or if it will neutrally affect ***You*** then ***We*** may make the amendment immediately and without a notice period. An example of this type of variation would be a reduction in fees or the offer of a new feature.

Variations that will have a minor or neutral effect on You

3.7. If the variations to the SFOA or any other applicable terms and conditions will have a minor or neutral impact on ***You***, ***We*** will try wherever possible to give ***You*** 21 days written notice of the proposed change via an agreed communication method. An example of this type of variation would be if ***We*** withdraw a minor feature of the ***service*** or change the URL or website address for accessing information using the ***service***.

3.8. If ***We*** make any variations of this type, ***You*** will not be eligible to cancel the ***fixed term*** contract without penalty.

Variations that will have a major or detrimental effect on You

3.9. If the variations to the SFOA or any other applicable terms and conditions will have a major or detrimental impact on ***You***:

a) ***We*** will give ***You*** the option to cancel the ***fixed term*** contract without incurring any ***early termination fees*** or without being bound by the variation. To do this ***You*** must notify ***Node1 Internet*** within 42 days from the date of ***Our*** written notice of the variation that ***You*** wish to ***cancel the service***;

b) ***We*** may offer ***You*** an alternative remedy to address the impact the variation has had on ***You***; or

c) if the option to cancel the ***fixed term*** contract without incurring any ***early termination fees*** is accepted by ***You*** then ***You*** will be liable for any other outstanding charges such as: usage, access, installation, equipment, activation or additional purchases (such as data packs).

3.10. An example of a variation that may have a major or detrimental effect on ***You*** may be if ***We*** changed the pricing of a ***service*** that ***You*** have used or been billed for during the previous six months before ***Our*** notice.

Variations implemented due to circumstances outside our control

3.11. Some variations are made due to factors that are outside of ***Our*** control. If the variation is being implemented due to any of the following circumstances, then ***You*** will not be eligible to cancel the ***fixed term*** contract without incurring ***early termination fees***:

a) a change in the law,

b) a price increase due to a fee or a ***tax*** imposed by law,

c) a price increase of ***premium*** or ***content services*** due to an increase in prices charges to ***Node1 Internet*** by ***Our supplier*** of these ***services,***

d) a price increase for a ***service*** that is ancillary to the supply of the ***service*** (for example: a billing fee or credit card transaction fee),

- **i)** In this case ***We*** will offer ***You*** another option free of charge where possible.

e) any variations that ***We*** may make because of another ***service*** provider varying their agreement with ***Node1 Internet***.

4. Your Application for Service

4.1. When ***You*** apply for a ***service*** with ***Node1 Internet*** using a method approved by ***Node1 Internet***, ***We*** will then assess ***Your application*** based on:

a) the ***service*** to be provided (details applicable to the individual ***service*** types that ***We*** supply can be found in the ***Service Description*** document on ***Our*** website),

b) ***Your*** eligibility for the ***service***,
c) the ***service*** availability,
d) ***You*** meeting ***Our*** credit requirements.

4.2. ***We*** may refuse ***Your application*** for any reason without being obliged to provide a reason to ***You***.

4.3. When ***Your application*** is accepted, ***We*** will take steps to provide the ***service*** to ***You***. Upon ***Our*** acceptance of ***Your application***, a contract is formed (either ***fixed term*** or ***month to month)*** and ***You*** will become bound by this agreement.

4.4. In the case of any delays from when ***We*** accept ***Your application*** and when the ***service*** is provided to ***You***, ***Node1 Internet*** is not and will not be responsible.

4.5. ***Node1 Internet*** is not and will not be responsible for any inability by ***Node1 Internet*** to provide the ***service*** to ***You***.

5. How we will communicate with You

5.1. ***Our*** preferred method of communication with ***Our*** customers is via email. ***We*** will email invoices and other notices to ***You*** using the primary email address ***We*** have recorded against ***Your*** file.

5.2. It is ***Your*** responsibility to ensure that ***We*** have the correct details including phone, email and address at the time of ordering any ***service***, and on any subsequent change of those details.

5.3. It is ***Your*** responsibility to ensure that ***You*** check ***Your*** email regularly and make sure that ***Your*** email address is capable of receiving emails from ***Node1 Internet***.

5.4. Printed and mailed invoices can be made available upon request for an additional fee.

5.5. Invoices or other notices that ***We*** send ***You*** may not be displayed as intended due to equipment or conditions that are outside of ***Our*** control. It is ***Your*** responsibility to notify ***Node1 Internet*** if the display of invoices or notices is adversely affected.

5.6. Any invoices or notices will be deemed to have been delivered to ***You*** at the time that the email leaves ***Our*** system, unless ***We*** receive a notification within 24 hours of sending that the email has not reached its destination.

6. How we will deal with Your personal information

6.1. ***We*** will collect personal information directly from ***You*** and also during ***Our*** ongoing relationship with ***You***. ***We*** use it to supply products, give ***You*** the best possible ***service***, and for the other purposes described in ***Our*** Privacy Policy. Without it, ***We*** may not be able to supply products or provide the level of ***service You*** expect.

Credit Checks

6.2. In making as assessment regarding whether ***Your*** credit rating is suitable for ***Us*** to be able to supply ***Service***, ***We*** will conduct credit checks and searches to assess ***Your*** credit worthiness. ***We*** will always ensure that any information ***We*** collect in order to allow ***Us*** to perform a credit check on ***You***, is handled according to ***Our*** Privacy Policy.

6.3. This clause serves as notice (under Section18(E)(1) of the Privacy Act 1988) that ***Node1 Internet*** may give out the following information about ***You*** to a credit reporting agency for the purposes of obtaining a credit

report about ***You*** and/or to allow the credit reporting agency to create or maintain an informational file about ***You***:

a) ***Your*** Name,
b) ***Your*** Sex,
c) ***Your*** Address,
d) Previous addresses,
e) ***Your*** date of birth,
f) ***Your*** ID details provided,
g) The fact that ***You*** have applied for credit and the amount,
h) The fact that ***Node1 Internet*** is a current provider to ***You***,
i) Any amounts that are overdue by more than 160 days and for which debt collection action has started as applicable,
j) The fact that any amounts are no longer overdue as applicable,
k) Information that shows ***You*** have committed a serious infringement (fraud) if applicable,
l) Information regarding drawing repeated dishonoured cheques if applicable, and/or
m) That any amount owing to ***Node1 Internet*** have been paid or discharged.

6.4. ***We*** may give this information out either before, after or during the provision of credit to ***You***.

6.5. By applying for a post-paid ***Service*** with ***Us***, ***You*** acknowledge that ***We*** have informed ***You*** that ***We*** may give out ***Your*** personal information to credit reporting agencies and ***You*** give ***Your*** consent for ***Us*** to:

a) Give ***Your*** personal information to a credit reporting agency, and
b) Obtain a credit report about ***You***.

7. Your Responsibilities

7.1. ***You*** are responsible for and liable for any use of ***Your service*** with ***Node1 Internet***, whether ***You*** have authorised it or not.

7.2. ***You*** must regularly review ***Your*** account to ensure it is not being used without ***Your*** authorisation. ***You*** can access usage information in the 'My Account' section of ***Our*** website.

7.3. If ***You*** suspect that ***Your*** account is being used without ***Your*** permission, ***You*** should contact ***Node1 Internet*** immediately.

7.4. It is ***Your*** responsibility to disconnect (or transfer to another address) ***Your service*** when ***You*** vacate ***Your premises***. If ***You*** fail to do this, ***You*** will be liable for any use of the ***service*** by subsequent occupants of the premise.

7.5. ***We*** may need to access ***Your premises***. ***You*** must agree to provide ***Node1 Internet*** safe access to ***Your premises*** to:

a) install equipment for a ***service You*** have applied for,
b) inspect, test, maintain or repair/replace equipment, or
c) recover ***Our*** equipment after ***Your service*** is cancelled.

7.6. If ***You*** are not the owner of the premise, ***You*** must get the owner's permission for ***Node1 Internet*** to access the ***premises*** to install/maintain/recover ***Our*** equipment.

7.7. If ***We*** are not able to access the ***premises*** to recover ***Our*** equipment, then ***You*** will owe ***Node1 Internet*** the value of the equipment as a due debt.

7.8. ***You*** are wholly responsible for ***Your*** data.

7.9. If ***You*** choose to store any data (such as emails) on ***Node1 Internet's*** facilities, ***You*** should retain a backup of the data or software.

7.10. ***You*** must not reveal to others ***Your*** account access password.

7.11. ***You*** are responsible for any charges incurred through the use of ***Your*** account access password.

7.12. ***You*** must not assign, transfer or delegate ***Your*** responsibilities and obligations under this agreement to any other person.

7.13. ***You*** are responsible for protecting any access codes or other security measures for use of or access to the ***service***. ***You*** must not use or permit anyone to use the ***Node1 Internet Network*** or ***service*** to guess passwords or access other systems or ***Networks*** without written authorisation.

7.14. ***You*** agree to use the ***service*** for legal purposes only and the transfer or storage of any material through the ***service*** that breaches any law or regulation is strictly prohibited. This includes but is not limited to: data, material and information that is protected by copyright, or that is obscene, slanderous, discriminatory, threatening or in breach of any law or regulation.

7.15. ***You*** are liable for any fines, fees or damages charged to ***Node1 Internet*** or any other party because or ***Your*** actions.

7.16. ***You*** must use ***Node1 Internet's services***, with a view to ensuring the integrity, security, reliability and privacy of the ***Node1 Internet Network***, systems, products and ***services***.

7.17. ***You*** must comply with ***Our*** Fair Use Policy which can be found on ***Our*** website.

7.18. ***You*** must comply with any security requirements that ***Node1 Internet*** may notify ***You*** of from time to time.

8. Equipment

8.1. Depending upon the type of ***service You*** have provisioned with ***Node1 Internet You*** may require additional equipment in order to be able to access the ***service.*** This may include but is not limited to the following: an ***Antenna***, a Router, an NBN™ NTD, ethernet cabling, a computer, phone or iPad. ***Node1 Internet*** refers to these and any other associated devices as equipment as below.

Equipment owned by You

8.2. If ***Your service*** with ***Node1 Internet*** was provided to ***You*** without a ***fixed term*** contract length (month to month) and the service type is '***Fixed Wireless***', then as part of ***Your*** setup charges ***You*** will purchase an ***Antenna*** and the ownership of the ***Antenna*** always remains with ***You*** as the ***customer***.

8.3. ***You*** may also purchase other equipment from ***Node1 Internet*** or any of ***Our personnel*** for use with ***Our service*** (for example a router).

8.4. Subject to ***Your Statutory rights as a Consumer***, ***You*** will own the equipment and be responsible for the equipment from when ***You*** receive it.

Equipment owned by Us

8.5. If ***Your service*** with ***Node1 Internet*** was provided to ***You*** with a ***fixed term*** contract length, and the service type is '***Fixed Wireless'***, then ***Node1 Internet*** will provide ***You*** with an ***Antenna*** and the ownership of the ***Antenna*** always remains with ***Node1 Internet***, even after ***You*** close ***Your service*** with ***Us***.

8.6. All ***Node1 Internet owned equipment*** remains ***Our*** property or the property of ***Our personnel***.

8.7. Subject to ***Your Statutory rights as a Consumer***, ***You*** are responsible for any ***Node1 Internet owned equipment*** from when ***You*** receive it.

8.8. ***You*** must not mortgage or grant a charge, lien or encumbrance over any ***Node1 Internet owned equipment***.

8.9. Unless ***We*** both agree otherwise, ***You*** must allow ***Our personnel*** (and only ***Our personnel***) to ***service***, modify, repair or replace any ***Node1 Internet owned equipment***.

8.10. If ***You*** or ***We*** terminate the ***service*** pursuant to clause 14 as below:

a) ***You*** must return ***Our*** equipment within 5 days; or

b) upon providing ***You*** with prior notice, ***We*** will arrange to collect ***Our*** equipment from ***You*** at ***Your*** cost;

c) if ***We*** are unable to retrieve any equipment owned by ***Us*** for any reason, ***You*** will be liable for any replacement equipment costs.

Your Responsibilities – Use of Equipment

8.11. ***You*** must ensure that all equipment ***You*** use in connection with the ***service*** and the way ***You*** use that equipment complies with:

a) all laws,

b) all directions by a ***regulator***,

c) all notices issued by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)), and

d) reasonable directions by ***Node1 Internet***.

8.12. If ***You*** are in breach of any of the sub clauses within clause 8, ***We*** may:

a) disconnect the equipment from the ***service***, or

b) suspend or ***cancel the service*** in accordance with clause 14 as below.

8.13. ***We*** will try to give ***You*** reasonable notice before ***We*** disconnect the equipment under any of the sub clauses within clause 8, but ***We*** may disconnect the equipment, suspend the ***service*** or ***cancel the service*** immediately if there is an emergency.

8.14. ***You*** must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the ***service*** and located on the ***premises***.

8.15. ***You*** are responsible for any lost, stolen or damaged ***Node1 Internet owned equipment***, except if the loss or damage is caused by ***Node1 Internet*** or ***Our personnel***.

8.16. ***You*** will be responsible for any outstanding payments for equipment that ***You*** have purchased from ***Node1 Internet*** or ***Our personnel***, even if that equipment is lost, stolen or damaged, except if it is caused by ***Node1 Internet*** or ***Our personnel***.

9. Use of the Service

Provision of Service

9.1. The account holder must be at least 18 years of age.

9.2. ***Node1 Internet*** will provide the ***Service*** to ***You*** in accordance with the terms of this agreement, using what it considers to be the most appropriate means available from time to time.

9.3. ***You*** must reasonably co-operate with ***Node1 Internet*** to allow ***Node1 Internet***, or a ***supplier***, to establish and supply the ***service*** to ***You*** safely and efficiently. If ***You*** do not do so, ***We*** may be entitled to cancel or suspend the ***service*** in accordance with clause 14 as below.

9.4. When ***You*** use the ***service***, ***You*** must comply with:

a) all laws,
b) all directions by a ***regulator***,
c) all notices issued by authorisation of or under law (for example, under the Copyright Act 1968 (Cth)), and
d) reasonable directions by ***Node1 Internet***.

9.5. ***You*** must not use, or attempt to use, the ***service***:
a) to break any law or to infringe another person's rights (including damaging any property or injuring or killing any person or infringing someone's copyright),
b) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted,
c) to expose ***Node1 Internet*** to liability, or
d) in any way which damages, interferes with or interrupts the ***service***, the ***Node1 Internet Network*** or a ***supplier's Network*** used to supply the ***service***.

9.6. ***We*** may ask ***You*** to stop doing something which ***We*** reasonably believe is contrary to any of the sub clauses within clause 9. ***You*** must immediately comply with any such request. If ***You*** do not, then ***We*** may take any steps reasonably necessary to ensure compliance with the request.

9.7. ***You*** acknowledge that, where the ***service*** is a carriage service, ***We***, or any ***supplier*** whose ***Network*** is used to supply the ***service***, may be required to intercept communications over the ***service*** and may also monitor ***Your*** usage of the ***service*** and communications sent over it.

9.8. If ***You*** do not comply with any of the sub clauses within clause 9, ***We*** may be entitled to cancel or suspend the ***service*** in accordance with clause 14 as below.

Quality of Service

9.9. ***Node1 Internet*** is dedicated to delivering data transfer speeds at or as close as possible to ***Your*** allotted plan speeds but provides no guarantees due to factors outside of the control of ***Node1 Internet***, including but not limited to: existing computer configuration, geography and third-party ***Network*** providers. Speed of any data ***service*** advertised is the maximum speed capable, actual experience may differ.

Service Availability

9.10. While ***Node1 Internet*** endeavours to make its ***service*** available 24 hours a day, 7 days a week (except for ***Network*** maintenance, which ***Node1 Internet*** will notify in advance where reasonably possible), ***Node1 Internet*** does not guarantee that the ***customer*** will always have access to the ***service***.

9.11. ***We*** will provide the ***service*** to ***You*** with due care and skill. In the event of unexpected faults, ***We*** will use reasonable endeavours to ensure the ***service*** is restored as soon as possible.

9.12. In some isolated cases, a ***service*** disruption may occur due to an ***Intervening event.*** In these cases, ***Node1 Internet*** may not be able to restore the service to ***You***. More detail regarding ***Your*** and ***Our*** liability in these cases can be found under the subclauses within clause 14 and the subclauses within clause 16 as below.

Prohibited Activities

9.13. The following activities are violations of this SFOA, an abuse of the ***Node1 Internet Network***, and are prohibited:

a) **Illegal Use, Threats and Harassment**: Using the service to transmit any material that, intentionally or unintentionally: violates any applicable local, state, national or international law; any applicable rules or regulations; threatens or encourages bodily harm or destruction of property or harasses another.

b) **Fraudulent Activities**: Using the ***service*** to make fraudulent offers to sell or buy products, items or ***services*** or to advise any type of financial scam such as "pyramid scheme", and chain letters.

c) **Spam**: Using the ***service*** to send unsolicited commercials, messages or communications or unsolicited bulk email in any form or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature.

d) **Forgery or Impersonation**: Adding, removing or modifying identifying information (including any ***Network*** header information) in an effort to receive or mislead or attempting to impersonate any person by using forged headers or other identifying information.

e) **Unfair and inappropriate use of resources**: Using unreasonably excessive resources on ***Node1 Internet's Network***, or otherwise degrading or interfering with any other ***customer's*** use of a ***service*** or adversely affect the integrity, security, or ***service*** levels of the ***Node1 Internet Network***.

f) **General**: Engaging in any activity that:

- **i)** Threatens the integrity or security of any ***Network*** or computer system (including transmission of worms, viruses and other malicious code and accessing any device or data without proper authorisation),
- **ii)** attempts to use the ***service*** in a manner so as to avoid incurring charges which would otherwise be applicable, or
- **iii)** violates generally accepted standards of Internet or other ***Network*** conduct and usage, including, but not limited to, denial of ***service*** attacks, web page defacement, port and ***Network*** scanning and unauthorised system penetrations.

9.14. If ***Node1 Internet*** becomes aware of or suspects any prohibited activity, it may:

a) suspend or terminate a ***customer's service*** in accordance with clause 14 as below at any time;

b) deny traffic for the purpose of preserving ***Node1 Internet's*** (or the ***customer's***) system and ***Network*** resources;

c) where feasible, implement technical mechanisms to prevent a prohibited activity;

d) charge the ***customer*** for administrative costs associated with prohibited activities of the ***customer*** including recovery of costs of identifying offenders and removing them from or discontinuing their ***service***;

e) remove any materials that, in ***Node1 Internet's*** sole discretion may be illegal, may subject ***Node1 Internet*** to liability or that may violate this policy; or

f) co-operate with legal authorities or third parties in the investigation of any suspected or alleged crime, civil wrong or prohibited activity.

General

9.15. ***Node1 Internet*** may limit the usage of specific traffic type, such as peer to peer traffic from time to time, to ensure the efficiency of the overall ***Network***.

9.16. ***Node1 Internet*** may contact ***You*** if ***We*** become aware of an ***unusually high use*** of the ***service*** by ***You*** (including to verify any costs or charges which ***You*** may have incurred) however ***We*** are under no obligation to do so. ***We*** may also be entitled to suspend the ***service*** in accordance with clause 14 as below for ***unusually high use*** of the ***service***.

9.17. When ***You*** use the ***service***, it is ***Your*** responsibility to comply with any rules imposed by any third party whose ***content*** or ***services You*** access using the ***service*** or whose ***Network Your*** data traverses.

9.18. If this SFOA and/or the ***Service Description*** states that a ***service*** is provided for a specific purpose, then ***You*** must only allow the ***service*** to be used for that purpose.

9.19. If ***You*** require technical assistance and ***You*** call ***Our*** support team for assistance, then ***You*** must ensure that ***You*** follow any instructions given to ***You*** by ***Our*** staff to the best of ***Your*** ability. If ***You*** do not complete any required troubleshooting as directed by ***Our*** staff, then ***Node1 Internet*** may not be able to assist ***You*** to resolve any issues ***You*** may be experiencing with the ***service***.

9.20. ***Node1 Internet*** may monitor and keep any records pertaining to ***Your*** use of the ***service*** that it deems as required.

9.21. ***Node1 Internet*** may take any actions that are required of ***Us*** by any relevant state or federal legislations or codes of practice to comply with our legal obligations.

10. Liability

10.1. The clauses under this section will continue unaffected even if ***Your service*** with ***Us*** is suspended or cancelled.

Our Liability to You

10.2. ***Node1 Internet*** has responsibilities and obligations under the law, including under:

a) the ***Telecommunications Legislation***,

b) the ***Competition and Consumer Act***, including the ***Australian Consumer Law***, and

c) applicable laws, regulations and codes.

10.3. Nothing in this SFOA removes or limits any rights that ***You*** have under existing laws or regulations.

10.4. Under the ***Australian Consumer Law***, if ***You*** enter into an agreement to purchase goods or ***services*** from ***Node1 Internet*** which cost less than $40,000 or are normally acquired for personal, domestic or household use and, in the case of goods, the goods are not re-supplied by ***You***, certain ***Consumer*** guarantees apply to those goods and ***services*** in relation to acts or omissions that occur on or after 1 January 2011 (***Consumer*** guarantees). ***Consumer*** guarantees apply regardless of any express warranties to which ***You*** may be entitled under this agreement.

10.5. If ***We*** supply goods or equipment to ***You***, ***We*** guarantee the following:

a) the goods are of acceptable quality (unless ***We*** specifically drew to ***Your*** attention the reasons why the goods are not of acceptable quality);

b) that any express warranties will be honoured;

c) that ***You*** are buying goods that have clear title, that do not have undisclosed securities and with a right to undisturbed possession;

d) that ***You*** are buying goods that are fit for any disclosed purpose;

e) that ***You*** are buying goods that match the description, sample or demonstration model; and

f) the ***services We*** supply are provided with due care and skill, are fit for any specified purpose (as are any products resulting from the ***services***) and are provided within a reasonable time, if no time is fixed for supply of the ***services***.

10.6. If the goods or ***services We*** supply fail to meet a ***Consumer*** guarantee, ***You*** may have rights against ***Node1 Internet***. This may include the right to a repair, replacement or refund. In certain circumstances ***We***

may choose how ***We*** remedy ***Our*** failure. In other circumstances, ***You*** may choose how the failure should be remedied.

10.7. ***You*** may not be entitled to a refund or replacement under the ***Australian Consumer Law*** if the good is not rejected within a reasonable period; ***You*** have lost, destroyed or disposed of the good; or the good has been damaged after delivery.

10.8. ***Node1 Internet*** is liable to ***You*** for:

a) any damage to ***Your*** property which has been caused by the fault, negligence or fraud by ***Node1 Internet*** or ***Our personnel*** during installation, repair or maintenance,

b) interruptions in ***Your*** use of the ***service*** as a result of a fault or negligence of ***Node1 Internet*** or ***Our personnel***, to the extent of a refund or rebate for the period of the interruption and compensation for any reasonable Loss incurred, and

c) death or personal injury caused by ***Node1 Internet*** or ***Our personnel***.

d) If ***You*** have contributed to any Loss or damage ***You*** are claiming against ***Node1 Internet***, ***Our*** liability is reduced to the extent of ***Your*** contribution.

10.9. Subject to ***Your Statutory rights as a Consumer***, ***We*** are not liable to ***You*** for any ***consequential losses You*** suffer or for any costs, expenses, Loss or charges that ***You*** incur.

10.10. As the ***service*** is provided to ***You*** for personal, domestic or household use, ***Node1 Internet*** will not accept liability for any losses that may result from ***Your*** use of the ***service*** in connection with the conduct of a business.

10.11. ***Node1 Internet*** accepts no liability for any Loss resulting from use of the ***service*** unless that liability cannot be excluded by law—in which case, ***Node1 Internet*** limits its liability to the re-supply or replacement of the goods or ***services***.

Your Liability to Us

10.12. ***You*** are liable to ***Node1 Internet*** for any breach of the agreement by ***You*** that causes foreseeable substantial Loss to ***Node1 Internet***.

10.13. ***You*** are not liable to ***Node1 Internet*** for any ***consequential losses We*** suffer or for any costs, expenses, Loss or charges that ***We*** incur which are not a direct result of something ***You*** have done.

11. Network Maintenance, Fault Reporting and Rectification

Network Maintenance

11.1. ***Node1 Internet*** may conduct maintenance on the ***Network*** and maintenance may be conducted on a ***supplier's Network*** used to supply the ***service***. This may result in a disruption to ***Your service***.

11.2. ***Node1 Internet*** will try to conduct scheduled maintenance on the ***Network*** outside of normal business hours, but ***We*** may not always be able to do so.

Reporting Faults

11.3. ***Node1 Internet*** will provide a fault reporting ***service*** for ***You*** to report faults.

11.4. Before ***You*** report a fault to ***Node1 Internet***, ***You*** must take all reasonable steps to ensure that the fault is not caused by any equipment that ***We*** are not responsible for such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***.

11.5. ***You*** must provide all reasonable assistance to enable ***Node1 Internet*** or ***Our personnel***, or where necessary a ***supplier***, to investigate and repair a fault.

Fault Rectification

11.6. ***We*** will repair faults within the ***Node1 Internet Network***.

11.7. Unless the ***Service Description*** expressly provides otherwise, ***We*** are not responsible for repairing any fault in the ***service*** where the fault arises in or is caused by:

a) a ***supplier's Network***,

b) equipment that ***We*** are not responsible for such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***, or

c) facilities outside the ***Node1 Internet Network***.

11.8. If a fault arises in or is caused by a ***supplier's Network***, once ***We*** become aware of the fault, and determine that ***We*** are not responsible for the repair of that fault, ***We*** will notify the ***supplier*** of the fault and request that the fault be corrected promptly, but ***We*** will not bear any further liability or responsibility.

11.9. If a fault arises in or is caused by equipment that ***We*** are not responsible for such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***, ***We*** are not responsible for the repair of that fault. ***Node1 Internet*** may still be able to assist ***You*** to investigate or repair the fault under the following circumstances:

a) ***We*** will give ***You*** an estimate of the probable cost of investigating the fault and, if ***You*** agree to pay those costs, ***We*** will undertake an investigation and ***We*** will then charge ***You*** for the cost of investigation.

b) if ***We*** have investigated the fault, ***We*** will use reasonable endeavours to inform ***You*** of the fault's probable cause, and if ***You*** request ***Node1 Internet*** to repair the fault and ***We*** agree to repair the fault, ***We*** will give ***You*** an estimate of the probable cost of repairing the fault and ***We*** will then charge ***You*** for the cost of repairing the fault.

c) If ***We*** investigate a fault and determine that the fault is attributable to an ***excluded event***, then ***We*** may charge ***You*** for any costs ***We*** incur in investigating and repairing the fault.

11.10. If the fault results in a significant Loss of access to, or use of the ***service***, ***You*** should check if ***You*** are entitled to a refund or rebate. ***You*** may also be entitled to ***cancel the service*** in accordance with clause 14 as below.

11.11. If ***Your*** equipment causes a fault that ***We*** need to repair, ***We*** may choose to charge ***You*** a call out fee and/or reasonable charges incurred by ***Us*** in repairing the fault. If this is the case, then ***We*** will inform ***You*** of any applicable charges before ***We*** start work.

12. Billing, Charges and Payment

Fees and Charges

12.1. ***You*** must pay:

a) the fees and charges for the ***service***, which are set out in this SFOA and/or the Critical Information Summary and/or on ***Our*** website and/or in any applicable ***special*** and/or in the ***Service Description***; and

b) any additional fees and charges noted in the agreement (including in ***Your application***) or notified by ***Node1 Internet*** in accordance with the agreement from time to time.

12.2. If ***Your service*** with ***Node1 Internet*** has a ***fixed term*** contract, then you may not downgrade the plan during the ***fixed term*** to another plan of lesser monthly value than the plan you originally applied for.

12.3. ***You*** must pay all fees and charges which are incurred for the ***service*** even if ***You*** did not authorise its use.

12.4. ***You*** must pay the fees and charges for the ***service*** even if the ***service*** is unavailable or ***You*** are unable to access the ***service***.

12.5. ***You*** will be entitled to a refund or a rebate if:

a) ***You*** suffer a significant loss of access to, or use of, the ***service***, and

b) the loss was not as a result of circumstances reasonably attributable to ***You*** or equipment that ***We*** are not responsible for, such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***.

12.6. In addition to the fees and charges ***You*** incur in the normal use of the ***service*** (including an ***access fee***, where applicable), ***We*** may charge ***You*** administration fees and other similar charges. These costs may include but are not limited to: suspension fees, ***cancellation fees***, late payment fees, payment dishonour fees and reconnection or reactivation fees.

12.7. ***We*** may also ask ***You*** to make a pre-payment usage charge or request that ***You*** make an interim good-faith payment (including, for example, if there has been an ***unusually high use*** of the ***service***).

12.8. Upon ***application*** for a ***service***, ***We*** will go through the applicable charges for that specific ***service***. Some charges will be fixed for the duration of a ***fixed term*** contract (for example monthly ***access fees***), however some charges will be subject to change without notice (for example data pack prices). ***You*** can always find the current rates on ***Our*** website.

12.9. ***You*** will be charged a fee if ***You*** wish to receive paper invoices from ***Us***. The fee will apply for each invoice sent to ***You***.

12.10. If ***You*** use the ***services*** of a third party, ***You*** will be billed at the third party's applicable rates and charges. ***We*** may bill ***You*** for ***Your*** use of the ***services*** of a third party, acting in ***Our*** capacity as that third party's billing agent only.

12.11. If ***You*** do not pay any fees or charges that have been billed to ***You*** by the due date of the invoice and these charges become overdue, ***We*** reserve the right to suspend or cancel ***Your service*** in accordance with clause 14 as below.

12.12. Some fees and charges for the ***service*** are subject to variation, such as charges relating to: international ***services*** or roaming, ***content services,*** premium ***services*** or data packs. If you plan to travel overseas you should contact ***Node1 Internet*** to discuss further.

12.13. Some fees have been set out below, however there may be other fees applicable as per other clauses in this SFOA or the ***Service Description*** or the Critical Information Summary.

12.14. If ***You*** are unable to pay ***Your*** account on time for any reason, ***You*** may be charged interest on any overdue amounts at the rate of 1.5% per month on the outstanding balance and/or a late payment fee of $15.00.

12.15. If paying via direct debit from a bank, building society or credit union account a once off administration fee of up to $5.50 will apply as well as a fee of $0.90 per transaction.

12.16. An $11.90 dishonour fee for insufficient fund dishonours will be charged 7 days after failed payment when paying via direct debit from a bank, building society or credit union account.

12.17. If an outstanding balance is referred to a Debt Collection agency, the ***Customer*** will be responsible for all fees and charges incurred.

12.18. In the event an appointment for installation is scheduled and confirmed by the ***Customer***, however the ***Customer*** misses the appointment, a $99 missed appointment fee may be charged.

12.19. In the event an appointment for installation is scheduled and confirmed by the ***Customer***, however the ***Customer*** cancels the appointment when the installer is on-site, for any reason at all, a $199 late ***cancellation fee*** may be charged.

12.20. A $100 travel fee may also apply for Fixed Wireless installations in Dongara.

12.21. GST is included in ***Our*** prices where applicable. If the GST rate changes ***We*** will pass the increase in cost along to ***You*** and notify ***You*** as such.

Specials

12.22. ***We*** may offer ***You*** a ***special*** from time to time (including a ***special*** in relation to a particular ***pricing plan***).

12.23. ***We*** will notify ***You*** of any ***specials*** offered to ***You*** either through general advertising or by specifically advising ***You***.

12.24. The terms of each ***special*** will either be set out in the standard pricing table (a copy of which can be obtained from our support centre) for the relevant ***service***, in an appendix, in advertising material or ***You*** will be advised separately in writing.

12.25. A ***special*** may be an offer to vary the price or the terms of supply (including the ***Minimum term***), and it may be subject to certain conditions.

12.26. If ***You*** validly accept a ***special***, the terms of the ***special*** will prevail to the extent that the terms of the ***special*** are inconsistent with the terms of the agreement. Otherwise, the terms and conditions of this SFOA continue to apply.

12.27. After the ***special*** expires, ***We*** may end the ***special*** and the full terms and conditions of the agreement will apply.

Bills and Payments

12.28. ***We*** will bill ***You*** monthly in advance unless otherwise set out in the ***Service Description***.

12.29. ***We*** will issue the bills to ***You*** via an agreed notification method.

12.30. ***We*** will try to include on ***Your*** bill all charges for the relevant billing period. However, this is not always possible, and ***We*** may include these unbilled charges in a later bill(s). ***We*** will not bill ***You*** for any charges that are more than 160 days old.

12.31. ***We*** may place ***Your service*** on a single bill with one or more other ***services*** that ***You*** have with ***Node1 Internet***. If ***You*** receive a single bill, afterwards it may not be possible to obtain individual bills for ***Your services***.

12.32. ***You*** may pay by one of the payment methods as set out in the "How to Pay" section of ***Your*** bill or on ***Our*** website.

12.33. ***You*** must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by ***Node1 Internet***.

12.34. If ***You*** do not pay ***Your*** bill by the date the payment is due, ***We*** may:

a) charge ***You*** a late fee. ***You*** should see the relevant policy and/or Critical Information Summary and/or ***service description*** to check the late fee that applies;

b) suspend or ***cancel the service***, in accordance with clause 14 as below. If ***We*** suspend or ***cancel the service***, ***We*** may charge ***You*** a suspension fee or ***cancellation fee***. If the ***service*** is cancelled and the

service is disconnected or deactivated, ***You*** may have to pay a reconnection or reactivation fee for the reconnection or reactivation of the ***service***. ***You*** should see the relevant Critical Information Summary for the ***service*** concerned to check what fees apply, and if fees do apply, what that fee is;

c) engage a mercantile agent to recover the money ***You*** owe ***Node1 Internet***. If ***We*** engage a mercantile agent, ***We*** may charge ***You*** a recovery fee;

d) institute legal proceedings against ***You*** to recover the money ***You*** owe ***Node1 Internet***. If ***We*** institute legal proceedings, ***We*** may seek to recover ***Our*** reasonable legal costs reasonable incurred; and/or

e) on-sell any unpaid amounts to a third party. If ***We*** do this, any outstanding amounts will be payable to that third party.

12.35. ***We*** will always try to ensure that ***Our*** bills are accurate and verifiable. ***Our*** records are proof that a charge is payable unless ***Our*** records are shown to be incorrect.

12.36. If ***You*** have overpaid as a result of a billing error:

a) ***Your*** account will be credited with the amount ***You*** have overpaid, or

b) if ***You*** have stopped obtaining the ***service***, ***We*** will use reasonable endeavours to notify ***You*** that ***You*** have overpaid and refund the over payment.

12.37. Unless otherwise indicated, the fees and charges set out in the agreement include any amount on account of ***tax***.

12.38. Where the fees and charges do not include an amount on account of ***tax***, if any ***tax*** is payable by ***Node1 Internet*** in relation to, or on any supply under or in connection with the agreement, ***We*** will increase the ***tax*** exclusive fees and charges by an additional amount on account of the ***tax***. ***You*** must pay the additional amount at the same time ***You*** pay the fees and charges. This applies where the ***tax***, such as GST, is directed at, and imposed on, ***You***, the end-user.

12.39. Any billing disputes must be lodged in writing:

a) via email to collections@node1.com.au; or

b) by post to: PO Box 2778, Geraldton WA 6531

c) within 7 days of receipt of the invoice.

12.40. Any amounts within an invoice that are not disputed must be paid within the payment terms.

12.41. Where ***You*** have opted to pay ***Your*** bill by way of direct debit that is administered from ***Our*** side, it is ***Your*** responsibility to ensure that ***You*** have sufficient funds available in ***Your*** account to pay the bill.

12.42. ***Node1 Internet*** will not be liable for any dishonour or overdrawn fees ***You*** may attract if ***You*** to not have sufficient funds to cover a direct debit ***We*** process.

Adjustments

12.43. If ***We*** owe ***You*** an amount due to a billing error or an overpayment on ***Your*** part, ***We*** will pay the amount ***We*** owe ***You*** by deducting it from the amount ***You*** owe ***Us***.

12.44. If the ***service*** is cancelled or varied ***We*** will refund ***You*** any applicable overpayments, and ***You*** must pay ***Us*** any amounts still owing. This clause does not negate obligations that ***You*** may have to cancel a ***service*** or pay any applicable ***early termination fees***.

A: 4/97 Hector St, Osborne Park, WA, 6017 T: 1300 166 331 E: info@nodeone.com.au ABN: 43 620 671 374 ACN: 620 671 374

13. Complaints and Disputes

13.1. To lodge a complaint regarding ***Our service***, ***You*** can contact ***Our customer service*** team via telephone on (08) 999645464 or via email at info@node1.com.au.

13.2. ***We*** will handle ***Your*** complaint in accordance with ***Our*** Complaints Escalation Process which can be found on ***Our*** website.

13.3. If ***We*** are not able to resolve ***Your*** complaint to ***Your*** satisfaction, ***You*** can take ***Your*** complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of ***Consumer*** Affairs in ***Your*** state or territory.

13.4. Where ***Your*** complaint is about a fee or charge for the use of the ***service***, provided ***We*** reasonably believe ***Your*** complaint is bona fide, in most cases ***We*** will suspend payment obligations for that fee or charge only, until the complaint has been investigated and resolved. All other fees and charges that are not in dispute are due and payable.

13.5. Where ***Your*** complaint is about a significant loss of access to, or use of, the ***service*** and the loss was not as a result of circumstances reasonably attributable to ***You*** or equipment that ***We*** are not responsible for, such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***, ***You*** will be entitled to a refund or a rebate of any ***access fees*** for the period in which ***Your*** access or use was interrupted (including when an ***Intervening event*** occurs) and ***You*** may also be entitled to ***cancel the service*** in accordance with clause 14 as below.

14. Cancellation and Suspension of the Service

Cancellations

14.1. ***You*** may cancel the agreement at any time by giving ***Node1 Internet*** 30 days' notice.

14.2. Notice can consist of:

a) verbal advise to ***Our*** support centre staff regarding ***Your*** intention to close the ***service***,

b) email advise to ***Our*** support centre staff regarding ***Your*** intention to close the ***service***,

c) mail advise to ***Our*** Geraldton office regarding ***Your*** intention to close the ***service***,

d) use of the 'My Account' members login 'Request Cancellation' feature, or

e) in some cases (only with applicable ***services***), if ***You*** sign up with another carrier and ***You*** elect to have the relevant ***service*** supplied by them (***churning***), then that ***service*** provider will notify ***Us*** and ***We*** will ***cancel the service*** immediately.

14.3. ***You*** are required to give ***Us*** this notice if ***You*** do not wish to continue to use the ***service*** after the end of the ***Minimum term*** of a ***fixed term*** agreement, otherwise ***We*** will continue to supply the ***service*** to ***You*** on a ***month to month*** basis.

14.4. The ***service*** will be cancelled on the ***cancellation date***. ***You*** will not be able to use the ***service*** after the ***cancellation date***.

14.5. If ***You*** are cancelling under any of the sub clauses within clause 14 as set out below that do not attract ***early termination fees***, ***You*** will still be liable for any outstanding ***Equipment charges,*** installation charges or ***Access Fees***.

14.6. If ***Node1 Internet*** breaches a material term of the agreement and ***We*** cannot remedy that breach, including where there are prolonged or repeated interruptions to ***Your*** access to or use of, the ***service*** and

the loss was not as a result of circumstances reasonably attributable to ***You*** or equipment that ***We*** are not responsible for, such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service*** ***You*** may cancel the agreement at any time without attracting ***early termination fees***.

14.7. If ***Node1 Internet*** breaches a material term of the agreement and ***We*** can remedy that breach, but ***We*** do not remedy that breach within 30 days after ***You*** give ***Node1 Internet*** notice requiring ***Node1 Internet*** to remedy the breach ***You*** may cancel the agreement at any time without attracting ***early termination fees***.

14.8. If any ***Intervening event*** prevents the supply of the ***service*** in accordance with the agreement for more than 14 days, ***You*** may cancel the agreement at any time after the 14 days without attracting ***early termination fees***.

14.9. If the agreement is an unsolicited ***Consumer*** agreement regulated by the unsolicited ***Consumer*** agreement provisions of the ***Australian Consumer Law*** and as such is subject to a cooling of period, ***You*** may ***cancel the service*** before the end of the cooling-off period which is 10 business days from and including the first business day after ***You*** signed ***Your application*** or if the agreement was negotiated by telephone, the period of 10 business days from and including the first business day after ***You*** received written confirmation from ***Node1 Internet*** of ***Your application***.

14.10. If the agreement has a ***Fixed Term*** contract length and ***We*** make variations to the agreement, depending upon the type of variations (see clause 3 as above), ***You*** may be able to ***cancel the service***.

14.11. If the agreement does not have a ***Fixed Term*** contract length (***month to month***) ***We*** may ***cancel the service*** at any time by giving ***You*** at least 30 days' notice.

14.12. ***We*** may cancel the agreement at any time, regardless of whether the ***service*** is a ***fixed term*** contract if:

a) there is an emergency;

b) ***We*** reasonably suspect fraud by ***You*** or any other person in connection with the ***service***;

c) any amount owing to ***Node1 Internet*** in respect of the ***service*** (which is not the subject of a valid dispute under any of the sub clauses within clause 13 as above) is not paid by its due date and ***We*** give ***You*** notice requiring payment of that amount and ***You*** fail to pay that amount in full within ten (10) business days after ***We*** give ***You*** that notice, unless otherwise set out in the agreement;

d) ***We*** reasonably consider ***You*** a credit risk because ***You*** have not paid amounts owing to ***Node1 Internet*** (which is not the subject of a valid dispute under any of the sub clauses within clause 13 as above) in respect of any ***service*** by its due date and ***You*** are given notice requiring payment of that amount by that ***Node1 Internet***and ***You*** fail to pay that amount in full within the required period;

e) ***You*** breach a material term of the agreement (including for the avoidance of doubt, but not limited to, any of the sub clauses within clause 9 as above or ***Your*** obligations relating to the use of the ***service*** set out in the ***Service Description*** or otherwise misuse either the ***service*** (for example a breach of the Fair Use Policy) or if ***You*** breach any of the sub clauses within clause 8 as above and ***You*** cannot remedy that breach;

f) ***You*** breach a material term of the agreement (other than a breach which separately gives rise to rights under this clause) (including for the avoidance of doubt, but not limited to any of the sub clauses in clause 9 as above) or ***You*** breach ***Your*** obligations relating to the use of the ***service*** set out in the ***Service Description*** or otherwise misuse either the ***service*** (for example in breach of the Fair Use Policy or if ***You*** breach any of the sub clauses within clause 8 as above) and ***You*** can remedy that breach, and ***You*** do not remedy that breach within 30 days after ***We*** give ***You*** notice requiring ***You*** to do so;

g) ***We*** are required to do so to comply with an order, instruction, request or notice of a ***regulator***, an emergency ***services*** organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth));

h) ***You*** suffer an ***Insolvency event*** and ***We*** reasonably believe ***We*** are unlikely to receive payment for amounts due;

i) ***You*** die or if ***You*** are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and ***We*** reasonably believe ***We*** are unlikely to receive payment for amounts due;

j) the ***service*** is suspended for more than 14 days, unless otherwise set out in the agreement;

k) any ***Intervening event*** prevents the supply of the ***service*** in accordance with the agreement for more than 14 days; or

l) ***We*** are otherwise entitled to do so under the agreement.

14.13. In most circumstances, ***We*** will give ***You*** as much notice as ***We*** reasonably can before ***We cancel the service***. However, in some circumstances, for example in an emergency or if ***We*** consider ***Your*** use of the ***service*** is unreasonable and in breach of the Fair Use Policy, ***We*** may ***cancel the service*** without notice to ***You***.

14.14. The agreement terminates when the ***service*** is cancelled.

14.15. If the ***service*** is cancelled, ***You*** are liable for any charges incurred (including the ***cancellation fee***, any applicable ***early termination fees*** and any outstanding ***Equipment charges*** or ***Access Fees***) up to, and including, the ***cancellation date*** (***You*** should check the ***Service Description*** and Critical Information Summary for ***Your service*** for details of any applicable cancellation fee).

14.16. ***You*** authorise ***Node1 Internet*** to apply any over payment on ***Your*** account and/or money that ***You*** have paid in advance for the ***service*** which is being cancelled to pay for any undisputed outstanding charges (including the ***cancellation fee***, if any).

14.17. If ***You*** are required under the ***Service Description*** to pay for the ***service*** by direct debit payment (either from ***Your*** credit card or from ***Your*** nominated bank account), ***You*** authorise ***Node1 Internet*** to debit any undisputed outstanding charges (including any ***cancellation fee***, if any) from ***Your*** credit card or bank account.

14.18. If the ***service*** is cancelled as a result of circumstances reasonably attributable to ***You***, before the ***service start date***, ***You*** must pay ***Node1 Internet*** all infrastructure and installation costs incurred by ***Node1 Internet*** in connection with preparations for supplying the ***service*** to ***You***, and any applicable ***early termination fees***.

14.19. If ***You*** wish to reinstate the ***service***, ***You*** should contact ***Node1 Internet***.

14.20. If the ***service*** is cancelled as a result of circumstances reasonably attributable to ***You*** and ***We*** reinstate the ***service***, then ***You*** may have to pay ***Node1 Internet*** a reconnection or reactivation fee.

14.21. If ***You*** are able to use the ***service*** after the ***cancellation date***, ***You*** are liable for any charges incurred by ***You*** for that use, in addition to any other applicable charges.

Suspensions

14.22. ***We*** may suspend the ***service*** at any time, if:

a) there is an emergency;

b) doing so is necessary to allow ***Node1 Internet*** or a ***supplier*** to repair, maintain or ***service*** any part of the ***Node1 Internet Network*** or a ***supplier's Network*** used to supply the ***service***;

c) ***We*** reasonably suspect fraud by ***You*** or any other person in connection with the ***service***;

d) ***We*** reasonably believe there has been an ***unusually high use*** of the ***service***;

e) any amount owing to ***Node1 Internet*** in respect of the ***service*** (which is not the subject of a valid dispute under any of the sub clauses within clause 13 as above) is not paid by its due date and ***We*** give ***You*** notice requiring payment of that amount and ***You*** fail to pay that amount in full within ten (10) business days after ***We*** give ***You*** that notice, unless otherwise set out in the agreement;

f) ***We*** reasonably consider ***You*** a credit risk because ***You*** have not paid amounts owing to ***Node1 Internet*** (which is not the subject of a valid dispute under any of the sub clauses within clause 13 as above) in respect of any ***service*** is not paid by its due date and ***You*** are given notice requiring payment of that amount by ***Node1 Internet*** and ***You*** fail to pay that amount in full within the required period;

g) ***You*** breach a material term of the agreement (including for the avoidance of doubt, but not limited to, any of the sub clauses within clause 9 as above or ***Your*** obligations relating to the use of the ***service*** set out in the ***Service Description*** or otherwise misuse either the ***service*** (for example in breach of the Fair Use Policy or breach any of the sub clauses within clause 8 as above) and ***You*** cannot remedy that breach;

h) ***You*** breach a material term of the agreement (other than a breach which separately gives rise to rights under this paragraph) (including for the avoidance of doubt, but not limited to, any of the sub clauses within clause 9 as above or ***Your*** obligations relating to the use of the ***service*** set out in the ***Service Description*** or otherwise misuse either the ***service*** (for example in breach of the Fair Use Policy or breach any of the sub clauses within clause 8 as above) and ***You*** can remedy that breach, and ***You*** do not remedy that breach within 30 days after ***We*** give ***You*** notice requiring ***You*** to do so;

i) ***We*** are required to do so to comply with an order, instruction, request or notice of a ***regulator***, an emergency ***services*** organisation, any other competent authority or by authorisation of or under law (for example, under the Copyright Act 1968 (Cth));

j) problems are experienced interconnecting the ***Node1 Internet Network*** with any ***supplier's Network***;

k) ***You*** suffer an ***Insolvency event*** and ***We*** reasonably believe ***We*** are unlikely to receive payment for amounts due;

l) ***You*** die or if ***You*** are a partnership and the partnership is dissolved or an ***application*** is made to dissolve the partnership, and ***We*** reasonably believe ***We*** are unlikely to receive payment for amounts due;

m) ***You*** vacate the premise that the ***service*** is connected at; or

n) ***We*** are otherwise entitled to do so under the agreement.

14.23. In most circumstances, ***We*** will give ***You*** as much notice as ***We*** reasonably can before ***We*** suspend the ***service***. However, in some circumstances, for example in an emergency or if ***We*** consider ***Your*** use of the ***service*** is unreasonable and in breach of ***Our*** Fair Use Policy ***We*** may suspend the ***service*** without notice to ***You***.

14.24. If ***We*** suspend the ***service***, ***We*** may later ***cancel the service*** for the same or a different reason.

14.25. If the ***service*** is suspended, ***You*** will have to pay ***access fees*** for the ***service*** while it is suspended.

14.26. If the ***service*** is suspended and the suspension was not as a result of circumstances reasonably attributable to ***You*** or equipment that ***We*** are not responsible for, such as equipment that is owned by ***You*** or is not provided by ***Node1 Internet*** for ***You*** to use in connection with the ***service***, ***You*** will be entitled to a refund or a rebate of any ***access fees*** for the period of suspension. ***You*** should contact ***customer service*** for ***Your*** refund or rebate.

14.27. If the ***service*** is suspended as a result of circumstances reasonably attributable to ***You***, ***You*** may have to pay ***Node1 Internet*** a suspension fee.

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14.28. If ***You*** wish to lift the suspension ***You*** should contact ***Node1 Internet*** to discuss further.

15. Transferring the Service

15.1. ***You*** may assign ***Your*** rights under this SFOA (where those rights are assignable) if ***You*** have ***Our*** prior written consent and provided that the person to whom ***You*** are transferring the obligations:

a) provides satisfactory proof of identification,

b) meets the eligibility criteria for the ***service***,

c) has an appropriate ***credit rating***, and

d) the ***service*** is available at the location where they wish to acquire the ***service***.

15.2. ***Node1 Internet*** may assign some or all of ***Our*** rights under the agreement (where those rights are assignable) to any person.

15.3. ***Node1 Internet*** may perform any of ***Our*** obligations under the agreement by arranging for them to be performed by another person, including a ***supplier***.

16. Other Matters

16.1. If any clause or part of a clause in this SFOA is void or unenforceable, that clause is taken to be removed from the SFOA and not to form part of it. The remaining clauses will still continue to have full effect.

16.2. This SFOA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which ***You*** normally reside. ***You*** and ***We*** submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

16.3. ***We*** maintain ***Intellectual property*** rights on all material developed by ***Node1 Internet*** or ***Our personnel***, or at ***Our*** or their direction. If ***We*** permit ***You*** to use this material, or other material licensed by ***Us***, as part of the ***service***, the permission is subject to any conditions which ***We*** may impose from time to time and will cease when the ***service*** is cancelled.

16.4. ***You*** must not infringe any person's ***Intellectual property*** rights (such as by using, copying or distributing data or software without the permission of the owner) in using the ***service***. If ***You*** breach this paragraph, ***We*** may suspend or cancel ***Your service*** under clause 14 as above.

16.5. If an ***Intervening event*** (outside of ***Your*** control) occurs which affects ***Your*** ability to perform any of ***Your*** obligations under the agreement (other than an obligation to pay money), then ***You*** will not be liable for failing to perform that obligation. ***You*** must notify ***Node1 Internet*** of the ***Intervening event*** and use ***Your*** best efforts to resume performance in accordance with the agreement as soon as reasonably possible. ***Our*** obligations continue during the ***Intervening event***, except if ***We*** are not able to perform ***Our*** obligations because ***You*** are unable to perform ***Your*** obligations due to the ***Intervening event***.

16.6. If an ***Intervening event*** (outside of ***Our*** control) occurs which affects ***Node1 Internet*** (or any of ***Our personnel***) from performing any of ***Our*** obligations under the agreement (other than an obligation to pay money), then ***We*** will not be liable for failing to perform that obligation. ***We*** must notify ***You*** of the ***Intervening event*** and use ***Our*** best efforts to resume performance in accordance with the agreement as soon as reasonably possible. ***Your*** obligations continue during the ***Intervening event***, except if ***You*** are not

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able to perform ***Your*** obligations because ***We*** are unable to perform ***Our*** obligations due to the ***Intervening event***.

16.7. If ***You*** breach this agreement and ***We*** do not exercise a right that ***We*** have because of ***Your*** breach, ***We*** do not necessarily waive ***Our*** entitlement to exercise that right because of ***Your*** breach at any later time.

16.8. ***We*** may pay a commission to any of ***Our personnel*** in connection with the agreement.

16.9. Information and advice about ***Your*** rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and ***Consumer*** Commission or the relevant Department of Fair Trading or Department of ***Consumer*** Affairs in ***Your*** state or territory.

16.10. By using ***Our service***, ***You*** represent that ***You*** are not a carrier or carriage service provider.

16.11. If ***You*** are or become a carrier or carriage service provider, ***We*** may immediately ***cancel the service*** by giving ***You*** notice.

16.12. If ***We cancel the service*** because ***You*** are or become a carrier or carriage service provider, ***We*** may negotiate in good faith with ***You*** to enter into an alternative agreement governing supply of the ***service***, on terms to be mutually agreed.

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17. Definitions

Any term which is defined in any part of the agreement has the same meaning in every other part of the agreement. The singular includes the plural and vice versa. Different grammatical forms of the same word(s) have the same meaning. Examples or words of inclusion are illustrative only and do not limit what else might be included. A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them. A reference to A$, $A, dollar or $ is to Australian currency, unless otherwise stated.

- **Access fee**: the fixed payment for access to the ***service*** payable on a regular basis (often monthly). The ***access fee*** is payable regardless of the actual usage of the ***service***. A minimum monthly charge and minimum monthly ***service*** charge are also ***access fees***.
- **Antenna**: Hardware installed on ***Your*** roof (for fixed wireless customers) to connect to ***Node1 Internet*** communications infrastructure.
- **Application**: the part of the agreement which is the written or verbal ***application You*** complete to request that ***We*** supply the ***service*** to ***You***.
- **Australian Consumer Law**: The ***Australian Consumer Law*** set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- **Cancel the service:** the ***service*** is cancelled and the agreement is terminated.
- **Cancellation date**: the date 30 days after ***You*** notify ***Node1 Internet*** that ***You*** wish to ***cancel the service***, unless ***We*** agree otherwise OR the date at least 30 days after ***We*** notify ***You*** that ***We*** will be cancelling the ***service***, or as otherwise set out in the agreement.
- **Cancellation fee**: the ***cancellation fee*** or termination charge which may be payable on cancellation of the ***service*****.**
- **Churn(ing)**: to change the supply of the ***service*** from one carrier or carriage service provider to another carrier or carriage service provider.
- **Competition and Consumer Act**: the ***Competition and Consumer Act*** 2010 (Cth), (named the ***Trade practices act*** before 1 January 2011) as amended or replaced from time to time.
- **Consequential loss(es)**: any loss of revenue or profits, loss of anticipated savings, loss of data, loss of value of equipment, any penalties or fines imposed by a ***regulator*** and any loss that is an indirect loss.
- **Consumer**: a person who acquires and uses the ***service*** for personal, domestic or household use only.
- **Content**: all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined, and any ***content service***, sent and received across a ***Network***. For the avoidance of doubt, ***content*** includes, but is not limited to, SMS and MMS.
- **Credit rating**: means information about ***Your*** credit worthiness, credit standing, credit history or credit capacity that credit providers are entitled to give to each other under the Privacy Act 1998 (Cth) as amended from time to time.
- **Customer**: a person who acquires and uses the ***service***.
- **Early termination fee**: charges which may be payable on cancellation of the ***service***, also referred to as ***cancellation fee*****.**
- **Equipment charges**: means any payment for equipment obtained from ***Node1 Internet*** including, for example, phones or modems and includes the cost of any software or licences supplied to operate in conjunction with that equipment.

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- **Excluded event**: a breach of the agreement by ***You***, a negligent or fraudulent act or omission by ***You*** or any of ***Your personnel***, or a failure of any of ***Your*** equipment.
- **Fixed term**: an agreement that has a ***Minimum term***, during which time neither ***You*** nor ***We*** are free to change the terms of the agreement or to ***cancel the service***, other than as specifically provided for in the agreement. A ***Fixed Term*** agreement does not include a month to month agreement.
- **Insolvency event**: if bankruptcy proceedings are commenced against ***You***, or ***You*** are declared bankrupt, any step is taken to enter into any scheme of arrangement between ***You*** and ***Your*** creditors, any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of ***Your*** assets or business, any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to ***You*** or to the whole or any part of ***Your*** assets or business, ***You*** suspend payment of ***Your*** debts generally, or ***You*** are, or become, unable to pay ***Your*** debts when they are due or ***You*** are, or are presumed to be, insolvent for the purposes of any provision of the Corporations Act 2001 (Cth).
- **Intellectual property**: any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).
- **Intervening event**: an event outside ***Your*** or ***Our*** reasonable control which interferes with the operation of the ***Network We*** use to supply the ***service*** and results in ongoing disruption to the ***service***. Can also be referred to as a 'Force Majeure' event. An ***Intervening event*** includes but is not limited to the following events: failure of any electrical power supply, failure of air conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the ***Telecommunications Legislation***) or an act or omission of any third party or any failure of any failure of any equipment owned or operated by any third party (including any ***regulator***, any ***supplier*** or any of their ***personnel***).
- **Minimum term**: the period of time for which ***You*** have agreed to receive the ***service*** under a ***Fixed Term*** agreement. The ***Minimum term*** begins on the ***service start date*** and runs for the period of time stated on the ***application***, unless otherwise set out in the agreement.
- **Month to Month**: an agreement that does not have a ***fixed term*** or ***Minimum term***, or a ***Fixed Term*** agreement where the ***Minimum term*** has expired.
- **Network**: any interconnected telecommunications equipment, facilities, or cabling.
- **Node1 Internet**: Node1 Internet (ABN 43 620 671 374).
- **Node1 Internet Network:** means the ***Node1 Internet Network*** used to supply the ***service***, as set out in the ***Service Description***.
- **Node1 Internet owned equipment**: any equipment or cabling ***We***, or ***Our personnel***, may provide or lease to ***You*** to use in connection with the ***service***.
- **Personnel**: employees, agents, contractors or other representatives and, in the case of ***Node1 Internet***, includes the employees, agents, contractors or other representatives of any ***Node1 Internet*** group company.
- **Premises**: locations at which ***We*** supply the ***service***, and/or to which ***We*** need to have access to supply the ***service***.
- **Pricing plan:** information about the terms and conditions and prices of the plan ***You*** have selected in ***Your application***. ***You*** may also hear a pricing plan referred to as a 'rate plan'.
- **Regulator:** the Australian Communications and Media Authority (ACMA) and the Australian Competition and ***Consumer*** Commission (ACCC) or statutory body or authority.

- **Service**: the ***service***, with the features requested in the ***application*** as described in the ***Service Description***, and any related goods (including equipment) and ancillary ***service***s which ***We*** supply to ***You*** in connection with that ***service***.
- **Service Description**: a document that contains information and terms and conditions that are specific to the ***service You*** have been supplied. Can be found on ***Our*** website.
- **Service start date**: the date on which ***We*** start supplying that ***service*** to ***You***, unless otherwise specified in the ***Service Description***.
- **Special(s):** a special promotion or offer made by ***Node1 Internet*** in connection with the ***service***.
- **Supplier:** any ***supplier*** of goods or ***services*** (including interconnection ***services***) which are used directly or indirectly by ***Node1 Internet*** to supply the ***service*** to ***You***. Where a ***supplier*** supplies goods or ***services*** to ***You*** directly, that ***supplier*** is not acting in its capacity as ***supplier***, but rather is a third party providing ***services*** directly to ***You***.
- **Tax**: any value-added or goods and ***services*** tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any taxes on income or capital gains.
- **Telecommunications Legislation**: the Telecommunications Act 1997 (Cth), the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and Part XIB, Part XIC and related provisions of the ***Competition and Consumer Act***, including the ***Australian Consumer Law***.
- **Trade Practices Act**: the ***Trade practices act*** 1974 (Cth).
- **You:** the person who fills out the ***application*** (and ***Your*** and ***Yours*** is to be construed accordingly). Only one person may fill out the ***application***.
- **Statutory rights as a Consumer*****: Your*** rights and remedies as a ***Consumer*** under the ***Australian Consumer Law***.
- **We**: the ***Node1 Internet*** group company specified in the ***Service Description*** as supplying the ***service*** (and ***Node1 Internet*** and ours is to be construed accordingly).
- **Unusually high use:** high out of pattern usage of the ***service*** on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar pricing plan or who have accepted a similar ***special***.

The following words have the same meaning in this SFOA as they have in the ***Telecommunications Legislation***:

- carriage service,
- carriage service provider
- carrier,
- ***content service***, and
- facility.

18. Service Description

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See ***Our*** website for the Service Description that is relevant to ***Your*** plan and applicable terms and fees for specific ***service*** types provided by ***Node1 Internet***.