

Micromet Business Terms

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

1 ABOUT THESE *BUSINESS TERMS*

- (a) These are Micromets Business Terms (MBT). They set out *our* standard customer terms for *business customers*.
- (b) The meaning of the words printed *like this* is set out at the end of the MBT *terms*.
- (c) These *MBT terms*, together with the *service description* and the *standard pricing table*, forms *your agreement with us*. To understand *your* rights and obligations *you* need to read all of the documents that relate to *you* and the *service you* select.
- (d) The *service description* is a detailed description of each of the services Micromet offers, including the different features, options and availability of a service.
- (e) The *standard pricing table* sets out the fees or charges *we* may charge *you* for *your* use of the *service*. It also contains other information such as eligibility criteria and specific details of any *pricing plans* and some *specials we* offer. Please check the *standard pricing table* carefully to see what fees and charges apply to *your* use of the *service*.

2 THE AGREEMENT

2.1 The agreement

- (a) The *agreement* is made up of:
 - (i) these MBT *terms*,
 - (ii) the *service description*,
 - (iii) the *standard pricing table*, and
- (b) The *agreement* is either a *fixed-length agreement* or *non fixed-length agreement*.

2.2 When does the agreement apply?

The *agreement* applies if *you* are a *business customer*.

2.3 What happens if there is an inconsistency between the different parts of the agreement?

- (a) If anything in these *MBT terms* is inconsistent with a provision in another part of *the agreement*, then unless otherwise stated, the *business terms* prevail to the extent of the inconsistency.

- (b) Clause 13, 'What *you* and *we* are liable for', below prevails over all other terms.

2.4 When does the *agreement* start?

The *agreement* starts when *we* accept *your application*.

2.5 When will *we* start providing the *service* to *you* under the *agreement*?

We will provide the *service* to *you* under the *agreement* from the *service start date*.

2.6 For how long will *we* provide the *service* to *you* in accordance with the *agreement*?

- (a) If the *agreement* is a *non fixed-length agreement*, *we* will provide the *service* to *you* in accordance with the *agreement* until the *service is cancelled* in accordance with clause 11, 'Cancelling the *service*', below.
- (b) If the *agreement* is a *fixed-length agreement*, *we* will provide the *service* to *you* in accordance with the *agreement*:
- (i) for the *minimum term*, or
 - (ii) until the *service is cancelled* in accordance with clauses 11.1 or 11.3 below, or
 - (iii) if neither *you* nor *we* *cancel the service* at the end of the *minimum term* (see clause 2.7 below), until the *service is cancelled* in accordance with clauses 11.1 to 11.3 below.

2.7 What happens at the end of the *minimum term* if the *agreement* is a *fixed-length agreement*?

- (a) If the *agreement* is a *fixed-length agreement* and neither *you* nor *we* *cancel the service* at the end of the *minimum term*, the *agreement* becomes a 12 month *fixed length agreement* and *we* will continue to supply the *service* to *you* in accordance with the *agreement*.
- (b) If *you* do not wish to continue to use the *service* for a further 12 months after the end of the *minimum term*, *you* must inform *us* (in accordance with clause 11, 'Cancelling the *service*', below) by giving *us* 30 days notice before the end of the *minimum term* that *you* wish to *cancel the service* at the end of the *minimum term*.
- (c) If *we* choose not to provide the *service* to *you* after the end of the *minimum term*, *we* will give *you* notice of this (in accordance with clause 11, 'Cancelling the *service*', below) by giving *you* 30 days notice before the end of the *minimum term*.

- (d) If *we* wish to change the terms of the *agreement*, including any fees or charges, at the end of the *minimum term*, *we* will give *you* notice of this (in accordance with clause 2A below) before the end of the *minimum term*.

2.8 Responsibility for persons who *you* allow to use the *service*

You must ensure that any person *you* allow to use the *service* complies with the *agreement* as if they were *you*.

2A CHANGING THE *AGREEMENT*?

2A.1 When can *we* make changes to *fixed length* or *non fixed length* agreements?

We can make any type of change to a *fixed length agreement* or a *non-fixed length agreement* if:

- (a) the change will benefit or will not adversely affect *you*;
- (b) *you* agree to the change; or
- (c) *we*:
 - (i) reasonably expect the change to adversely affect *you*; and
 - (ii) *we* give *you* reasonable notice of the change; and
 - (iii) if *your agreement* is a *fixed length agreement* and this clause 2A applies to *you* (see 2A.2(c) below), *we* also make sure that *we* comply with *our* obligations set out below.

2A.2 What must *we* do if *we* make changes to *fixed length* agreements?

- (a) Generally, if *we* make a change to a *fixed length agreement* which *impacts you*, *we* must give *you* notice in writing of the change on *fair terms* and the right to *cancel the service*.
- (b) If *we* make a change to a *fixed length agreement* which is of the type listed in clauses 2A.6 or 2A.7 below, *we* must comply with *our* obligations set out in clauses 2A.6 or 2A.7.
- (c) This clause 2A.2 and clauses 2A.3 to 2A.7 below only apply to *you* if at the time *you* entered into the *agreement* *you* did not have a genuine and reasonable opportunity to negotiate the terms of the *agreement*.

2A.3 When do we consider that a change will *impact you*?

We consider that a change will *impact you* if *you* have used or been billed for the service affected by the change during the 6 months before *our* notice and we reasonably consider that the change will have more than a minor detrimental impact on *you*.

2A.4 What do we mean by *notice in writing*?

When we have to give *you notice in writing* of a change to the *agreement*, we can do so by giving it to *you* in person, sending it to *you* by mail or to *your* email address (if *you* have agreed to allow *us* to tell *you* about changes to the *agreement* by email), by bill message or bill insert, or in the case of pre-paid services, by making the information available on our website or at retail outlets and informing *you* (by recorded message, text message or in writing) of how to obtain information about the change.

2A.5 What do we mean by *fair terms*?

When we have to give *you* notice of a change on *fair terms*, we will:

- (a) give *you* 21 days *notice in writing* of the change before the change occurs, and
- (b) offer *you* the right to *cancel the service* within 42 days from the date of *our notice in writing*. If *you* choose to *cancel the service*, *you* will only have to pay *your* usage charges or *access fees* (incurred to the date on which *you* notify *us* *you* wish to *cancel the service*) and any outstanding amounts that cover installation costs or *equipment charges* (where the equipment can be used in connection with services provided by any third party).

2A.6 Changes that we can make to *fixed length agreements*, even if the change *impacts you*.

We can make the following changes to a *fixed-length agreement*, even if the change *impacts you*. If we reasonably expect the change to adversely affect *you*, we will still need to give *you* reasonable notice of the change.

- (a) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement* even if they *impact you*, if the change is:
 - (i) required by law,
 - (ii) in relation to a fee or charge to account for a *tax* imposed by law.
- (b) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is in relation to a fee or charge for a service ancillary to the supply of the *service* (for example, a billing fee or credit card transaction fee). If the change *impacts you* we will offer *you*:

- (i) use of a reasonable alternative at no fee or charge, or
 - (ii) a right to *cancel the service* without incurring fees or charges other than usage charges and *access fees* (incurred to the date on which the *service is cancelled*, which is the date on which *you* notify *us* *you* wish to *cancel the service*),
- (c) If the agreement is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is to increase the price of a content or premium service (where *we* are passing on an increase in the cost charged to *us* by the *supplier* who supplies that *content service* or premium service to *us*. If the change *impacts you* we will:
- (i) give *you* reasonable notice of the increase in price if *you* have used the *content* or premium service within the previous six (6) months, and
 - (ii) allow *you* to elect to not use the *content* or premium service without attracting any additional charges,
- (d) If the agreement is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is a result of a service provider varying their agreement with *us* so that *we* need to make changes to the *agreement*. If the change *impacts you* we will give *you*:
- (i) notice in writing of the change, and
 - (ii) 42 days from the date of the notice in which *you* may *cancel the service* without incurring fees or charges other than:
 - (A) usage charges or *access fees* (incurred to the date on which *you* notify *us* *you* wish to *cancel the service*), and
 - (B) any outstanding amounts that cover installation costs or *equipment charges* (where the *equipment* can be used in connection with services provided by any third party).

2A.7 Changes that are likely to benefit *you* or have a neutral or minor detrimental impact on *you*

- (a) *We* can make changes to a *fixed length agreement* relating to the characteristics of the *service* (including price) if the change is likely to benefit *you* or have a neutral or minor detrimental impact on *you*.
- (b) *If you* can demonstrate that such a change has had **more than a minor detrimental impact on *you* and the change is not of a type described in paragraph 2A.6** *we*:

- (i) will offer *you* the right to *cancel the service* without incurring fees or charges other than:
 - (A) usage charges or *access fees* (incurred to the date on which the *service is cancelled*, which is the date on which *you* notify *us* you wish to *cancel the service*), and
 - (B) any outstanding amounts that cover installation costs or *equipment charges* (where the equipment can be used in connection with services provided by any third party); and
- (ii) may offer *you* an alternative remedy to address the impact the change has had on *you*.

Some examples of a change that would benefit *you*:

- if *we* decrease a call charge or access fee; or
- if *we* offer a new feature of the *service*.

Some examples of a change that *we* consider would have a minor detrimental impact on *you*:

- Withdrawing a minor feature of the *service*;
- Changing the *content* available with *your* service;
- a small increase in a content charge.

An example of a change that would have a neutral impact on *you* would be changing the URL or website address for accessing information using the *service*.

2A.8 How can *you* change anything in the *agreement*?

Unless expressly allowed in the *agreement*, *you* cannot make any changes to the *agreement* without first obtaining *our* consent.

3 YOUR APPLICATION FOR THE SUPPLY OF THE SERVICE

3.1 What is the *service*?

The *service* *you* have selected is detailed in the *service description*.

3.2 When may *we* refuse *your application*?

We may refuse *your application* if:

- (a) *you* do not provide satisfactory proof of identification,
- (b) *you* do not meet the eligibility criteria for the *service*,
- (c) the *service* is not available at the location where *you* wish to acquire the *service*, or

- (d) *you* do not have an appropriate *credit rating*.

4 HOW WE DEAL WITH YOUR PERSONAL INFORMATION

4.1 Collection, use and disclosure

- (a) *We* may collect, use and disclose *personal information* about *you* (which may include, for example, Micromet devices, access dates and times, location of site) to or from:
 - (i) a credit reporting agency or credit provider,
 - (ii) third parties who are not related to *us*, including *our* agents, dealers, contractors and franchisees,
 - (iii) *suppliers* who need access to *your personal information* to provide us with services to allow supply of the *service*, and
- (b) *We* may be permitted or required by applicable laws to collect, use or disclose *personal information* about *you* (which may include, for example, Micromet devices, access dates and times, location of site), including to:
 - (i) emergency services organisations, and
 - (ii) to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.

4.2 Opting-out

If *you* wish to only receive communications that are account-related or legally required, *you* may request not to receive other communications (that is, *you* may 'opt out'). *You* will need to contact Customer Service to make a request to opt-out. *We* will not charge *you* for processing a request to opt-out.

4.3 Gaining access to and correcting *your* personal information

If *you* are an individual, *you* are entitled to:

- (a) gain access to *your personal information* held by *us*, unless *we* are permitted or required by any applicable law to refuse such access, and
- (b) correct any *personal information* held by *us*.

4.4 Providing *your* personal information

If *you* do not provide part or all of the *personal information* we request, then *we* may refuse to supply, or limit the supply to *you* of, personal credit or the *service*.

4.5 Consent

By providing *your personal information* to *us* and obtaining the *service*, *you* acknowledge and consent to the collection, use and disclosure of *your personal information* as set out in this clause 4 and in accordance with *our* privacy policy. *You* may obtain a copy of *our* privacy policy from *us* or on *our* website: www.micrometonline.com/privacy

5 USING THE *SERVICE*

5.1 Connecting the *service*

You must reasonably co-operate with *us* to allow *us*, or a *supplier*, to establish and supply the *service* to *you* safely and efficiently.

5.2 Quality of the *service*

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.

5.3 Permitted uses of the *service*

- (a) When *you* use the *service*, *you* must comply with:
 - (i) all laws,
 - (ii) all directions by a *regulator*,
 - (iii) all notices issued by authorisation of or under law, and
 - (iv) reasonable directions by *us*.

- (b) *You must not use, or attempt to use, the service:*
 - (i) 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),
 - (ii) to expose *us* to liability.
- (c) *We may ask you to stop doing something which we reasonably believe is contrary to paragraph (b) above. You must immediately comply with any such request. If you do not, then we may take any steps reasonably necessary to ensure compliance with paragraph (b) above or the request.*

6 EQUIPMENT

6.1 What are *your* responsibilities in relation to equipment?

- (a) *You must ensure that all equipment you use in connection with the service and the way you use that equipment complies with:*
 - (i) all laws,
 - (ii) reasonable directions by *us*.
- (b) *If you breach paragraph (a) above, we may*
 - (i) disconnect the equipment from the *service*; and
 - (ii) suspend the *service* in accordance with clause 11.3(a)(v) or 11.3(a)(vi); or
 - (iii) cancel the *service* in accordance with clause 12.1(a)(vii) or 12.1(a)(viii).
- (c) *We will try to give you reasonable notice before we disconnect the equipment under paragraph (b) above, but we may disconnect the equipment, suspend the service or cancel the service immediately if there is an emergency.*

6.2 Who owns the equipment?

- (a) *Micromet owned equipment*
 - (i) *Any Micromet owned equipment remains our property or the property of our personnel.*
 - (ii) *Subject to our obligations under the statutory warranties (see clause 13.2), you are responsible for any Micromet owned equipment from when you receive it.*

- (iii) *You must not mortgage or grant a charge, lien or encumbrance over any Micromet owned equipment.*
- (b) Equipment purchased by *you* from *us* or any of *our personnel*
 - (i) *You may purchase equipment from us or any of our personnel to use in connection with the service.*
 - (ii) Subject to *our* obligations under the *statutory warranties* (see clause 13.2), *you* will own the equipment and be responsible for the equipment from when *you* receive it.

6.3 Installation of the equipment

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*.

6.4 Maintenance and repair of any Micromet owned equipment

Unless *we* both agree otherwise, *you* must allow *our personnel* (and only *our personnel*) to service, modify, repair or replace any *Micromet owned equipment*.

6.5 Lost, stolen and damaged equipment

- (a) *You* are responsible for any lost, stolen or damaged *Micromet owned equipment*, except if it is caused by *us* or *our personnel*.
- (b) *You* will be responsible for any outstanding payments for equipment that *you* have purchased from *us* or *our personnel*, even when that equipment is lost, stolen or damaged, except if it is caused by *us* or *our personnel*.

7 NETWORK MAINTENANCE, FAULT REPORTING AND RECTIFICATION

7.1 Maintenance on the network used to supply the service

- (a) *We* may conduct maintenance on the *Micromet network* and maintenance may be conducted on a *supplier's network* used to supply the *service*.
- (b) *We* will try to conduct scheduled maintenance on the *Micromet network* outside normal business hours, but *we* may not always be able to do so.

7.2 Reporting faults

- (a) *We* will provide a fault reporting service for *you* to report faults by phone during normal business hours Central Australian time. *We* will provide an email service to report faults 24 hours per day.

- (b) Before *you* report a fault to *us*, *you* must take all reasonable steps to ensure that the fault is not caused by any equipment that is not *Micromet owned equipment*.

7.3 **Assisting us in investigating and repairing a fault**

You must provide all reasonable assistance to enable *us* or *our personnel*, or where necessary a *supplier*, to investigate and repair a fault.

7.4 **Our responsibility for repairing faults**

- (a) *We* will repair faults within *the Micromet network*.
- (b) 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:
 - (i) a *supplier's network*,
 - (ii) equipment that is not *Micromet owned equipment*, or
 - (iii) *facilities* outside *the Micromet network*.
- (c) Where:
 - (i) the fault arises in or is caused by a *supplier's network*,
 - (ii) *we* become aware of the fault, and
 - (iii) *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.
- (d) Where the fault arises in or is caused by equipment that is not *Micromet owned equipment* *we* are not responsible for the repair of that fault. If *you* ask *us* to investigate and repair such a fault:
 - (i) *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;
 - (ii) if *we* have investigated the fault, *we* will use reasonable endeavours to inform *you* of the fault's probable cause, and
 - (iii) if *you* request *us* 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 costs of repairing the fault.

- (e) 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.

7.5 Loss of access

If the fault results in a significant and sustained loss of access to, or use of, the *service*, *you* should check if *you* are entitled to a refund or rebate under clause 10.3 below.

8 FEES AND CHARGES

8.1 What are the fees and charges for using the *service*?

- (a) *You* must pay:
 - (i) the fees and charges for the *service*, which are set out in the *standard pricing table* or in any applicable *special*, and
 - (ii) any additional fees and charges noted in the *agreement* (including in *your application*) or notified by *us* in accordance with the *agreement* from time to time.
- (b) *You* must pay all fees and charges which are incurred for the *service* even if *you* did not authorise its use.
- (c) *You* must pay the fees and charges for the *service* even if the *service* is unavailable or *you* are unable to access the *service*. However, if *you* suffer a significant and sustained loss of access to, or use of, the *service*, *you* should check whether *you* are entitled to a refund or a rebate under clause 10.3 below. .

8.2 Types of fees and charges (including administration charges and other charges)

- (a) 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* an administration fee and other similar charges. These costs may include suspension fees or *cancellation fees*, late payment fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the *standard pricing table* for your *service*.
- (b) *We* may also ask *you* to make a pre-payment usage charge or request that *you* make an interim good-faith payment.

8.3 How do *we* calculate fees and charges?

- (a) To calculate fees and charges *we* look at billing information generated or received by *us*.

9 PAYMENTS

9.1 How often will *we* bill *you*?

We will bill *you* on a regular basis (either in advance or in arrears), unless otherwise set out in the *service description*.

9.2 What will appear on *your* bill?

- (a) *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).
- (b) *We* may place *your* service on a single bill with one or more other services that *you* have with *us*. At point of sale, *you* may choose to have all services billed individually. If *you* receive a single bill, afterwards it may not be possible to obtain individual bills for *your* services.

9.3 Electronic billing

- (a) Electronic billing may not be available to *you* immediately as *we* are phasing it in over a period of time. *We* will advise *you* when it becomes available to *you*.
- (b) If electronic billing is available to *you*, *you* can enrol for an electronic bill at accounts@Micrometonline.com. If *we* have advised *you* that electronic billing is available to *you*, and *you* choose to continue to receive a paper bill posted to *you*, *we* will charge *you* a paper invoice fee.
- (c) If *we* do not provide *your* bill in electronic format, *we* won't charge *you* the fee

9.4 *We* may use a billing agent to bill *you*

We may bill *you* using a billing agent (which may be another *company*).

9.5 What types of payment methods may *you* use?

- (a) *You* may pay by one of the payment methods as set out in the payment notification or on *our* websites.
- (b) *We* will charge a payment processing fee if *you* choose to use a credit, charge or debit card to pay *your* bill
- (c) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), *we* may charge *you* a fee.

9.6 When must *you* pay *your* bill?

Subject to clause 10.2, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*.

9.7 What happens if *you* do not pay *your* bill by the due date?

If *you* do not pay *your* bill by the date the payment is due, *we* may:

- (a) charge *you* a late fee,
- (b) suspend or *cancel the service*, in accordance with clause 11 or 12 as relevant or the relevant *service description*. If *we* suspend or *cancel the service*, *we* may charge *you* a suspension fee, *cancellation fee* and/or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee,
- (c) engage a mercantile agent to recover the money *you* owe *us*. 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 *us*. If *we* institute legal proceedings, *we* may seek to recover *our* legal costs, and
- (e) on-sell any unpaid amounts to a third party. If *we* do this, any outstanding amounts will be payable to that third party.

9.8 What happens if *you* have overpaid as a result of a billing error?

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.

9.9 Taxes (including GST)

- (a) Unless otherwise indicated, the fees and charges set out in the *agreement* include any amount on account of *tax*. Where fees and charges are shown in the *standard pricing table* as two charges, with one dollar charge followed directly by another dollar charge in brackets, the amount in brackets is the GST inclusive fee or charge.
- (b) Where the fees and charges do not include an amount on account of *tax*, if any *tax* is payable by *us* 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.

10 COMPLAINTS AND DISPUTES

10.1 Making complaints

- (a) If *you* have any complaints in connection with the *service*, *you* may complain in writing (including by emailing your complaints to us at support@micrometonline.com) or by calling *us*.
- (b) *We* will handle *your* complaint in accordance with *our* complaints procedure. *We* will use *our* best endeavours to resolve *your* complaint, however if *we* are not able to resolve *your* complaint to *your* satisfaction, *you* can take *your* complaint through other avenues, such as the Department of Fair Trading or Department of Consumer Affairs in *your* state or territory.

10.2 Suspension of payment obligations

Where *your* complaint is about a fee or charge for the use of the *service*, provided *we* reasonably believe *your* complaint is bona fide, *we* may 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.

10.3 Complaints about loss of access to the *service*

Where *your* complaint is about a significant and sustained loss of access to, or use of, the *service* and the loss was not as a result of circumstances reasonably attributable to *you* or non *Micromet* owned equipment, *you* will be entitled on request 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). The *service description* may set out the way in which any rebate or refund is calculated.

11 CANCELLING THE SERVICE

11.1 *Your right to cancel the service*

- (a) *You* may *cancel the service* at any time by:
 - (i) giving *us* 30 days notice (please note that *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-length agreement* otherwise *we* will continue to supply the *service* to *you* – see clause 2.7(b) above), or
 - (ii) giving *us* notice, if:
 - (A) *we* breach a material term of *the agreement* and *we* cannot remedy that breach, or
 - (B) *we* breach 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 *us* notice requiring *us* to do so; or

- (C) any *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days.
- (b) If *you* acquire the *service* from *us* through a sales method regulated by door-to-door sales and/or outbound telemarketing legislation in *your* state or territory, and that legislation applies to *you*, *you* may *cancel the service* before the end of the cooling-off period set out in the relevant legislation.
- (c) If the *agreement* is a *fixed-length agreement*, *you* may also ask *us* to *cancel the service* in accordance with clause 2A above. Clause 2A sets out the circumstances which give *you* the right to *cancel the service* if *we* change the *agreement*.

11.2 ***Our right to cancel the service - non fixed-length agreement***

If the *agreement* is a *non fixed-length agreement*, *we* may *cancel the service* at any time by giving *you* at least 30 days notice.

11.3 ***Our right to cancel the service - non fixed-length agreement and fixed-length agreement***

- (a) *We* may *cancel the service* at any time, without liability, if:
 - (i) there is an emergency,
 - (ii) *we* reasonably suspect fraud by *you* or any other person in connection with the *service*,
 - (iii) any amount owing to *us* in respect of the *service* (which is not the subject of a valid dispute under clause 10.2) 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*,
 - (iv) *we* reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *Micromet group company* (which is not the subject of a valid dispute under clause 10.2) in respect of any service by its due date and *you* are given notice requiring payment of that amount by that *Micromet group company* and *you* fail to pay that amount in full within the required period,
 - (v) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the

service or breach clause 6.1) and *you* cannot remedy that breach,

- (vi) *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, clauses 5.1 and 5.3 or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* or breach clause 6.1) 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,
 - (vii) *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)*),
 - (viii) *you* suffer an *insolvency event* and *we* reasonably believe *we* are unlikely to receive payment for amounts due,
 - (ix) *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,
 - (x) the *service* is suspended for more than 14 days, unless otherwise set out in the *agreement*,
 - (xi) any *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days, or
 - (xii) *we* are otherwise entitled to do so under the *agreement*.
- (b) *We* may cancel the *service* under paragraph (a) above as soon as *we* give *you* notice, unless otherwise set out in the *agreement*. However, *we* may cancel the *service* immediately if there is an emergency.

11.4 How can you cancel the service?

- (a) *You* can ask *us* to cancel the *service* by calling *us*. *Your* call will be notice to cancel the *service*.

11.5 When will the service be cancelled?

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

11.6 What happens when the service is cancelled?

- (a) The *agreement* terminates when the *service* is cancelled.

- (b) If the *service is cancelled*:
- (i) you are liable for any charges incurred (including the *cancellation fee*, or *equipment charges* if any) up to, and including, the *cancellation date* (you should check the *service description* and *standard pricing table* for your *service* for details of any applicable *cancellation fee*),
 - (ii) because an *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days (under clause 11.1(a)(ii)(C) or 11.3(a)(xi) above), you are liable for any charges incurred (including outstanding *equipment charges* if any) up to the *cancellation date*. However, unless it is fair and reasonable for *us* to do so, *we* will not charge you any *cancellation fee* in these circumstances
 - (iii) you authorise *us* 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),
 - (iv) subject to paragraph (ii) above and unless set out in the *service description* (for example *we* may not refund or redeem for cash any unused prepaid credits on a pre-paid service), *we* will refund any over payment on your account and any money that you have paid in advance for the *service* which is being cancelled on a pro-rata basis to you, and
 - (v) 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 *us* to debit any undisputed outstanding charges (including any *cancellation fee*, if any) from your credit card or bank account.
- (c) If the *service is cancelled* as a result of circumstances reasonably attributable to you:
- (i) before the *service start date*, you must pay *us* all infrastructure and installation costs incurred by *us* in connection with preparations for supplying the *service* to you, and
 - (ii) during the *minimum term*, subject to clause 2A, you must pay *us* the *cancellation fee*.

- (d) If *you* wish to reinstate the *service you* should contact us. 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 *us* a reconnection or reactivation fee.
- (e) 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 charges under this clause 11.6.

12 SUSPENDING THE SERVICE

12.1 Our rights to suspend the service

- (a) *We* may suspend the *service* at any time, without liability, if:
 - (i) there is an emergency,
 - (ii) doing so is necessary to allow *us* or a *supplier* to repair, maintain or service any part of *the Micromet network* or a *supplier's network* used to supply the *service*,
 - (iii) *we* reasonably suspect fraud by *you* or any other person in connection with the *service*,
 - (iv) any amount owing to *us* in respect of the *service* (which is not the subject of a valid dispute under clause 10.2) 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*,
 - (v) *we* reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *Micromet group company* (which is not the subject of a valid dispute under clause 10.2) in respect of any service by its due date and *you* are given notice requiring payment of that amount by that *Micromet group company* and *you* fail to pay that amount in full within the required period,
 - (vi) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* or breach clause 6.1) and *you* cannot remedy that breach,

- (vii) *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, clauses 5.1 and 5.3 or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* or breach clause 6.1) 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,
 - (viii) *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)),
 - (ix) problems are experienced interconnecting *the Micromet network* with any *supplier's network*,
 - (x) *you* suffer an *insolvency event* and *we* reasonably believe *we* are unlikely to receive payment for amounts due,
 - (xi) *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, or
 - (xii) *we* are otherwise entitled to do so under the *agreement*.
- (b) *We* may suspend the *service* under paragraph (a) above as soon as *we* give *you* notice, unless otherwise set out in the *agreement*. However, *we* may *suspend the service* immediately if there is an emergency.
 - (c) If *we* suspend the *service*, *we* may later *cancel the service* for the same or a different reason.

12.2 What happens when the *service* is suspended

- (a) If the *service* is suspended, *you* will have to pay *access fees* for the *service* while it is suspended.
- (b) If the *service* is suspended and the suspension was not as a result of circumstances reasonably attributable to *you* or non *Micromet owned equipment*, *you* will be entitled on request to a refund or a rebate of any *access fees* for the period of suspension.
- (c) If the *service* is suspended as a result of circumstances reasonably attributable to *you*, *you* may have to pay *us* a suspension fee.

- (d) If *you* wish to reactivate the *service* you should contact *us*. If the *service* is suspended as a result of circumstances reasonably attributable to *you* and *we* reactivate the *service*, *you* may have to pay *us* a reconnection or reactivation fee.

13 WHAT ARE *YOU* AND *WE* LIABLE FOR

13.1 *Your liability to us*

- (a) *You* are liable to *us* for any breach of the *agreement* that causes foreseeable substantial *loss* to *us*.
- (b) *You* are not liable to *us* 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 (except under an indemnity granted to *us* under this *agreement* (such as under paragraph (c) below)).
- (c) *We* are not liable to *your* end users (in contract, tort (including negligence), statute or otherwise). If an *end user* makes a claim against *us* in relation to:

- (i) the use (or the attempted use) of *your service*, or
- (ii) equipment used in connection with *your service*

you indemnify *us* against (and must pay *us* for) any *loss* or damage *we* suffer in connection with that claim.

13.2 *Our liability to you*

- (a) *We* have responsibilities and obligations under the law, including under:
 - (i) the *Telecommunications Legislation*,
 - (ii) the *Trade Practices Act*, and
 - (iii) applicable laws, regulations and codes.

Nothing in the *agreement* removes or limits any rights that *you* have under existing laws or regulations.

- (b) *We* may be liable to *you* for breach of terms that are implied by the *Trade Practices Act* and other laws into contracts for the supply of goods and services.

For example, under the *Trade Practices Act*, if *you* purchase goods or services which cost less than a prescribed amount (currently \$40,000) or which are goods or services ordinarily acquired for personal, domestic or household use or consumption, certain conditions and warranties are implied into the agreement for the purchase of those goods or services which *we* cannot and do not exclude (*statutory warranties*)

Statutory warranties apply in addition to any other express warranties to which *you* may be entitled under this *agreement*.

The *statutory warranties* that are implied into *your agreement* for goods, are that the goods must be of merchantable quality, fit for their purpose or job *you* have made known to *us* or that is self evident, match the description or sample given to *you* prior to purchase and be free from defects or faults (unless these are made known to *you* prior to purchase);

The *statutory warranties* that are implied into *your agreement* for services, are that the services must be rendered with due care and skill and any materials used must be fit for purpose.

If the goods or services *we* supply do not comply with the *statutory warranties*, *you* are entitled to either have the goods repaired or replaced or *you* may be entitled to a refund.

You may also have different rights and obligations under state or territory fair trading legislation. For example in Victoria:

- in addition to the *statutory warranties* set out above, services must be fit for the purposes for which services of that kind are commonly purchased (having regard to the price, terms of supply and other relevant circumstances) and
- if the goods *we* supply do not comply with the *statutory warranties*, *we* are liable to *you* for money paid if *you* return the goods to *us*.

- (c) Where:
- (i) any *statutory warranty* is implied into the *agreement* under the *Trade Practices Act* or other laws,
 - (ii) the goods or services *we* supply under the *agreement* are not of a kind ordinarily acquired for personal, domestic or household use, and
 - (iii) it is reasonable and fair for *us* to do so,

then *our* liability (if any) for breach of that *statutory warranty* in connection with those goods or services is limited to re-supplying, repairing or replacing the goods or services.

- (d) *We* may be liable to *you* for
 - (i) any damage to *your* property which has been caused by the fault, negligence or fraud by *us* or *our personnel* during installation, repair or maintenance,
 - (ii) interruptions in *your* use of the *service* as a result of a fault or negligence of *us* or *our personnel*, to the extent of a refund or rebate for the period of the interruption and, where required by law, for compensation for any reasonable loss incurred, and
 - (iii) death or personal injury caused by *us* or *our personnel*.
- (e) If *you* have contributed to any *loss* or damage *you* are claiming against *us*, *our* liability is reduced to the extent of *your* contribution.
- (f) Subject to *our* obligations under the *statutory warranties* (see clause 13.2(b) above), *We* are not liable to *you* for any *consequential losses* *you* suffer or for any costs, expenses, *loss* or charges that *you* incur.
- (g) To the extent permitted by law, *our* total liability for *loss* is limited in aggregate for any claim or series of connected claims to \$5 million to the extent that the exclusions or limitations in paragraphs (a) to (d) above do not apply.

14 ASSIGNING THE AGREEMENT TO A THIRD PARTY

14.1 How can *we* assign *our* responsibilities to a third party

- (a) *We* may assign some or all of *our* rights under the *agreement* (where those rights are assignable) to any person.
- (b) *We* may transfer some or all of *our* obligations under the *agreement* to any *Micromet group company* that is able to perform those obligations.
- (c) *We* may perform any of *our* obligations under the *agreement* by arranging for them to be performed by another person, including a *supplier* or another *Micromet group company*. *We* will still be responsible for the performance of the obligations.

14.2 How can *you* assign *your* responsibilities to a third party

- (a) *You* may assign *your* rights under the *agreement* (where those rights are assignable) so long as *you* have *our* prior written consent.

- (b) *You may transfer your obligations under the agreement if:*
 - (i) 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
 - (ii) the *service* is available at the location where they wish to acquire the *service*.

15 GENERAL

15.1 Which laws and courts govern the agreement?

- (a) The *agreement* is governed by the laws of the state of South Australia and *you* and *we* submit to the non-exclusive jurisdiction of the courts of that state.

15.2 Can your employees give consent on your behalf?

- (a) *We* may need *your* consent to do certain things. *You* may nominate (in writing) operational contacts who are authorised to give *your* consent and to have access to *our* support and maintenance staff.
- (b) If *you* do not nominate any operational contacts *we* may rely on the authority of any of your employees who tell us they have authority to give *your* consent, as long as *we* act in good faith.

15.3 Intellectual property protections

- (a) *We* own all material (including *intellectual property rights*) developed by *us* or *our personnel*, or at *our* or their direction.
- (b) *We* may permit *you* to use this material, or other material licensed by *us*, as part of the *service*. This permission is subject to any conditions which *we* may impose from time to time and will cease when the *service* is *cancelled*.
- (c) *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 the service* without notice.

15.4 What happens if *you* can't fulfil *your* obligations or *we* can't fulfil *our* obligations under the *agreement* because of an event outside *your* or *our* control?

- (a) If an *intervening event* occurs which affects *you* from performing 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 *us* 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*.
- (b) If an *intervening event* occurs which affects *us* (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 able to perform *your* obligations because *we* are unable to perform *our* obligations due to the *intervening event*.

15.5 When do *we* waive a right *we* have under the *agreement*?

If *you* breach the *agreement* and *we* do not exercise a right that *we* have because of *your* breach, *we* do not waive:

- (a) that right unless *we* give *you* notice in writing setting out that *we* have waived that right, or
- (b) *our* right to insist that *you* perform any obligation *you* have under the *agreement*.

15.6 Payment of commission by *us*

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

15.7 Information about *your* rights

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 WHAT DO TERMS IN THE *AGREEMENT* MEAN?

16.1 Definitions

access fee means 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*.

agreement means the terms and conditions on which *we* supply the *service* to *you*.

appendices means the appendices containing information relevant to the *service*.

application means the part of the *agreement* which is the written or verbal application *you* complete to request that *we* supply the *service* to *you*.

business customer means any customer *we* classify as a business and who is a business or non-profit organisation, (including a body corporate, sole trader, or partnership) using the *service* for business purposes, but not for the purposes of resale.

Business terms means this document.

cancel the service means that the *service* is cancelled and the *agreement* is terminated.

cancel the service for convenience means to *cancel the service* in circumstances where *you* have not breached the *agreement* and there is no other event which triggers the right to *cancel the service*.

cancellation date means:

- (a) the date 30 days after *you* notify *us* that *you* wish to *cancel the service*, unless *we* agree otherwise,
- (b) the date at least 30 days after *we* notify *you* that *we* will be *cancelling the service*, or
- (c) as otherwise set out in the *agreement*.

cancellation fee means the cancellation fee or termination charge which may be payable on *cancellation of the service*. Unless otherwise indicated in the *service description*, any *cancellation fee* payable is set out in the *standard pricing table*.

consequential loss means 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*

content means:

- (a) all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined, and
- (b) any *content service*,

sent and received across a *network*. For the avoidance of doubt, *content* includes, but is not limited to, data.

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).

end user means any person:

- (a) to whom *you* ask *us* to supply the *service* directly,
- (b) to whom *you* resupply the *service*, or allow to distribute the *service*,
- (c) who *you* allow to use the *service*, or
- (d) to whom *you* supply any goods or services which use or rely on the *service*.

equipment charges means any payment for equipment obtained from *us* including, for example, phones or modems and includes the cost of any software or licences supplied to operate in conjunction with that equipment..

excluded event means:

- (a) a breach of the *agreement* by *you*,
- (b) a negligent or fraudulent act or omission by *you* or any of *your* *personnel*, or
- (c) a failure of any of *your* equipment.

Fair terms is defined in clause 2A.5

fixed-length agreement means 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-length agreement* does not include a month-to-month agreement.

Impact you is defined in clause 2A.3

insolvency event means:

- (a) bankruptcy proceedings are commenced against *you*, or *you* are declared bankrupt,
- (b) any step is taken to enter into any scheme of arrangement between *you* and *your* creditors,
- (c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of *your* assets or business,
- (d) 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,
- (e) *you* suspend payment of *your* debts generally, or
- (f) *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 rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).

intervening event is 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*. An *intervening event* includes 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 equipment owned or operated by any third party (including any *regulator*, any *supplier* or any of their *personnel*).

loss means any loss, cost, liability or damage, including reasonable legal costs.

MBT terms means *Micromet Business terms* which is this document.

Micromet group company means Micromet Pty Ltd (ABN 73 074 175 401) and each of its *related corporations*.

Micromet network means the *Micromet network* used to supply the *service*, as set out in the *service description*.

Micromet owned equipment means any equipment or cabling we, or *our personnel*, may provide or lease to *you* to use in connection with the *service*.

minimum term means the period of time for which *you* have agreed to receive the *service* under a *fixed-length 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*. For a non fixed-length *agreement*, there is no *minimum term*.

network means any interconnected telecommunications equipment, *facilities*, or cabling.

non fixed-length agreement means an agreement that does not have a *minimum term* or a *fixed-length agreement* where the *minimum term* has expired. A *non fixed-length agreement* includes a month-to-month agreement.

Notice in writing is defined in clause 2A.4

personal information means information about *you* from which *your* identity is apparent or can reasonably be ascertained. *Personal information* includes *your* name, address and other details, and *your* personal or commercial *credit rating*.

personnel of a person means that person's employees, agents, contractors or other representatives and, in the case of *us*, includes the employees, agents, contractors or other representatives of any *Micromet group company*.

premises means locations:

- (a) at which *we* supply the *service*, and/or
- (b) to which *we* need to have access to supply the *service*.

pricing plan contains 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 means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other relevant government or statutory body or authority.

related corporation of a company means another company that is related to that entity in any of the ways specified in section 50 of the *Corporations Act 2001* (Cth).

service means the service, with the features requested in the *application* as described in the *service description*, and any related goods (including equipment) and ancillary services which *we* supply to *you* in connection with that service.

service description means the part of the *agreement* entitled '*service description*', which is *our* standard service description for *small or medium business customers* describing the *service*.

service start date for the *service* means the date on which *we* start supplying the *service* to *you*, unless otherwise specified in the *service description*.

special means a special promotion or offer made by *us* in connection with the *service*.

standard pricing table means the part of the *agreement* entitled '*standard pricing table*', which is *our* standard rate plan, pricing and charges list for *business customers* for the *service*.

Statutory warranties : see clause 13.2 (b)

supplier means any supplier of goods or services (including interconnection services) which are used directly or indirectly by *us* 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 means 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 means the *Telecommunications Act 1997* (Cth), the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth) and Part XIB, Part XIC and related provision of the *Trade Practices Act*.

Trade Practices Act means the *Trade Practices Act 1974* (Cth).

you means the person who fills out the *application* (and **your** and **yours** is to be construed accordingly). Only one person may fill out the *application*.

we means the *Micromet group company* specified in the *service description* as supplying the *service* (and **us** and **ours** is to be construed accordingly).

unusually high use means 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*.

16.2 Interpretation

- (a) The following words have the same means in the *agreement* as they have in the *Telecommunications Legislation*:
 - (i) *carriage service*,
 - (ii) *carriage service provider*,
 - (iii) *carrier*,
 - (iv) *content service*, and
 - (v) *facility*.
- (b) A term which is defined in any part of the *agreement* has the same meaning in every other part of the *agreement*.
- (c) The singular includes the plural and vice versa.
- (d) Different grammatical forms of the same word(s) have the same meaning.
- (e) Examples or words of inclusion are illustrative only and do not limit what else might be included.
- (f) 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.
- (g) A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.