

## Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between Crazy Telecommunications PTY LTD T/A Crazytel ("Crazy Telecommunications PTY LTD T/A Crazytel", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the [crazytel.com.au](http://crazytel.com.au) website and any of its products or services (collectively, "Website" or "Services").

## Accounts and membership

You must be at least 18 years of age to use this Website. By using this Website and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

### **Accuracy of information**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, product shipping charges, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or on any related Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or on any related Service has been modified or updated.

### **Uptime guarantee**

We offer a Service uptime guarantee of 99% of available time per month. If we fail to maintain this service uptime guarantee in a particular month (as solely determined by us), you may contact us and request a credit off your Service fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The service uptime guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you or your activities; (3) outages that do not affect core Service functionality; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

### **Backups**

We are not responsible for Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

### **Links to other websites**

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

### **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **Intellectual property rights**

This Agreement does not transfer to you any intellectual property owned by Crazy Telecommunications PTY LTD T/A Crazytel or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Crazy Telecommunications PTY LTD T/A Crazytel. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Crazy Telecommunications PTY LTD T/A Crazytel or Crazy Telecommunications PTY LTD T/A Crazytel licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Crazy Telecommunications PTY LTD T/A Crazytel or third-party trademarks.

### **Disclaimer of warranty**

You agree that your use of our Website or Services is solely at your own risk. You agree that such Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

### **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will Crazy Telecommunications PTY LTD T/A Crazytel, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Crazy Telecommunications PTY LTD T/A Crazytel has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Crazy Telecommunications PTY LTD T/A Crazytel and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Crazy Telecommunications PTY LTD T/A Crazytel for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

### **Indemnification**

You agree to indemnify and hold Crazy Telecommunications PTY LTD T/A Crazytel and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website or Services or any willful misconduct on your part.

### **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### **Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Queensland, Australia without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Australia. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Queensland, Australia, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

### **Prepaid Plans**

For a Prepaid Plan:

- (a) Prepayments are not redeemable for cash or other credit.
- (b) The Plan may specify a Use-by Date ie a period after which any prepaid entitlements that are not used expire without refund. Unless a Plan specifies otherwise, a Use-By Date of one year applies to all Prepaid Plans.
- (c) Prepayments are not transferable between Plans – if you change Plans, there is no credit for unused prepaid entitlements (unless the Plan states otherwise).
- (d) We may specify minimum and/or maximum prepayments that you may make.
- (e) When your prepaid entitlements are used up we may cease providing Service. We are not responsible for the consequences of Service ceasing.

### **Non-Prepaid Plans**

For all non-Prepaid Plans, we require 1 month in advance for all plan fees.

### **Acceptable and Fair Use Policies**

- (a) We may publish an Acceptable Use Policy and/or a Fair Use Policy for a Service or Plan.
- (b) An Acceptable Use Policy or Fair Use Policy will be directed against abusive, antisocial, illegal and/or grossly unreasonable use of a Service and/or our resources.
- (c) You must comply with an applicable Acceptable Use Policy or Fair Use Policy.

### **Legal Compliance Policies**

- (a) We may publish a policy directed to ensuring that the use of a Service complies with all Laws.
- (b) You must comply with such a policy.

### **Interacting with our staff**

- (a) You must deal with our staff courteously.
- (b) You must not be rude to our staff.
- (c) You must not harass or mislead our staff.
- (d) If you breach this clause in a serious way, or on more than one occasion:
  - (i) we may make a written request that you comply with it; and
  - (ii) if you breach it again, you are in material breach of your Contract.

### **Application for Service**

- (a) You must comply with any application form or process we specify.
- (b) All information you provide in connection with an application must be true, correct, complete and not misleading.

### **Processing an application**

- (a) We do not have to accept an application.
- (b) Before we confirm that we can and will provide Service, if you take any step (eg terminating a service from another supplier) on the assumption we can or will do so, you do so at your own risk.
- (c) In processing your application, we may make any relevant enquiries, including obtaining credit information

### **Relevant dates**

- (a) The date when you make an application is the Application Date.
- (b) The date when we confirm that we can and will provide Service is the Contract Date.
- (c) The date when we notify you that Service is available for use (or the date you first use the Service, if that is earlier) is the Service Start Date.

### **Providing Service**

- (a) We will commence Service as soon as reasonably practicable after the Contract Date, and we may commence billing you as soon as the service is provisioned. |
- (b) We may provide Service using Our Facilities and/or third party Partner Facilities, as we decide from time to time. Together, we call those Facilities our Network

### **Using a Service**

- (a) When using a Service, you must comply with:
  - (i) your Customer Contract (also known as our Standard Form of Agreement) (including any applicable Acceptable Use Policy or Fair Use Policy); and
  - (ii) all Laws.
- (b) You must not use a Service:
  - (i) in breach of any Law;
  - (ii) to breach anyone else's rights;
  - (iii) to infringe copyright;
  - (iv) to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;
  - (v) to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;
  - (vi) to send, allow to be sent, or assist in the sending of Spam, to use or distribute email harvesting software, or otherwise breach the Spam Act;
  - (vii) in a way that is misleading or deceptive, where that is contrary to Law;
  - (viii) in a way that results, or is likely to result, in damage to property or injury to any person; or
  - (ix) in any way that damages or interferes with our Services to our other customers, our Partners or any Facilities, or exposes us to liability.

### **Exploitative Use**

- (a) 'Exploitative Use' means:
- (i) using an unlimited VoIP service to generate VoIP Terminating access example: Call Center Termination);
  - (ii) using a Service to transit, refile or aggregate domestic or international traffic on Our Network;
  - (iii) using a Service with devices that switch or reroute calls to or from Our Network without our consent;
  - (iv) using a Service in a manner similar to the kinds described in clauses 29(a)(i), (ii) or (iii); or
  - (v) any other use of a Service in a manner that cannot reasonably be considered to be within the range of uses for which the Service are ordinarily supplied – provided that use of a Service is not Exploitative Use merely because it is high volume use.
- (b) You must not engage in Exploitative Use.

### **Telephone numbers**

- (a) In connection with a Service, you may be allocated with telephone numbers.
- (b) We must comply with the Numbering Plan which sets out rules for issuing, transferring and changing telephone numbers.
- (c) You have no claim against us arising from anything we do in compliance with the Numbering Plan, including changing or withdrawing a previously allocated number.
- (d) You must not:
- (i) do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it; or
  - (ii) relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the Law permits.
- (e) You do not own any number allocated to you, and (except where Law permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Contract ends.

### **Substituted Equipment**

- (a) On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the advertised Equipment.
- (b) On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may supply substitute or modified Equipment that is more suitable.

### **Supplied Equipment**

- (a) This clause applies if we supply Equipment to you.
- (b) You assume risk in Equipment upon delivery.
- (c) We or our Partners retain title to Equipment
  - (i) for Equipment rented or loaned to you – at all times;
  - (ii) for Bundled Equipment – until completion of the minimum term; and
  - (iii) for any other Equipment – until full payment has been made – each a Security Period.
- (d) While we or our Partners retain title to Equipment, you hold it in a fiduciary capacity as bailee for us.
- (e) We or our Partners retain all intellectual property rights in any software, manuals or user documentation supplied with Equipment.
- (f) If you use in connection with a Service any Equipment we have not approved or provided:
  - (i) it must comply with all applicable Laws, and technical standards and requirements including those set by its supplier or the manufacturer;
  - (ii) you are responsible for ascertaining what those technical standards and requirements are, since we will not be familiar with the Equipment; and
  - (iii) we will not be liable to you for any losses or expenses you incur in relation to your use of the Equipment, except to any extent we cause or contribute to it by:
    - (A) our negligence, or
    - (B) our breach of the Consumer Guarantees.

### **Delivery of Equipment**

- (a) We will try to deliver Equipment to you on the delivery date (Delivery Date) and at the address (Site) indicated on your Application during normal business hours in that area.
- (b) Variations at your request to Delivery Date or Site:
  - (i) are at our discretion; and
  - (ii) may be subject to conditions, including extra Charges.

### **Installation Charges**

- (a) We will charge you installation Charges as stated in (or indicated by) your Contract.
- (b) We will try to inform you in advance of any installation fees that may be charged by our Partners.
- (c) If we find that installation will be more costly because of factors beyond our reasonable control, we may decline to proceed with installation unless you agree to revised Charges.

### **Additional Equipment services**

- (a) You may ask us to supply additional services in relation to Equipment eg repairs.
- (b) If we agree to provide additional services, we will charge on a time and materials basis at our standard rates at the time (which may include materials supplied by our Partners at rates they determine).



### **Installation and connection of Equipment**

- (a) This clause only applies if we expressly agree to install or connect Equipment.
- (b) We will install the Equipment at the Site within a reasonable time after the Delivery Date to connect you to the Service during normal business hours in that area. You must provide us with safe access.
- (c) You must prepare the Site for the installation (in accordance with any directions or specifications we issue) at your own expense, including providing:
  - (i) appropriate electricity supply;
  - (ii) appropriate electrical and mechanical fittings;
  - (iii) appropriate environmental conditions;
  - (iv) a secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions;
  - (v) all necessary facilities for the location of the Equipment;
  - (vi) access to all necessary personnel including your technical personnel;
  - (vii) where relevant, permission for us and our representatives and agents to enter the Site and install the Equipment including making any minor physical modifications reasonably necessary for the purpose.
- (d) You warrant to us that as at the date of installation and connection to the Service, you will have notified any relevant parties and obtained all relevant consents for us to enter onto the Site, install Equipment and connect you to the Service.
- (e) You must indemnify us against any Claim made against us, or Loss incurred by us (including legal costs on a full indemnity basis) in connection with such entry and installation, except to the extent that we caused or contributed to the Claim or Loss by our negligence, breach of any Law or breach of your Contract.
- (f) You must obtain and maintain, at your expense, any permits, licences, approvals, authorisations, including local council planning approval required for the installation and operation of the Equipment and connection to the Service.
- (g) If installation must be rescheduled because you

### **Lost, stolen and damaged Equipment**

- (a) You are responsible for any lost, stolen and damaged Equipment that is owned by us or our Partner and is in your possession, under your control or on your property, except if it is caused by us, our personnel
- (b) You must pay for the replacement or (if reasonable) repair of such Equipment, except if the loss, theft or damage is caused by us, our personnel

### **Liability – legal requests, etc**

- (a) This clause applies where we reasonably incur expenses as a result of or in connection with:
  - (i) a police request for information or evidence in relation to you or your use of a Service; or
  - (ii) a Court or other competent authority's direction for provision of information or evidence in relation to you or your use of a Service; or
  - (iii) a demand from a legal practitioner for information or evidence in relation to you or your use of a Service.
- (b) You must reimburse our expenses on request.

### **Your liability to us – (alleged) illegal use, etc**

(a) This clause applies where:

(i) your Service is actually or allegedly used in a way that breaches any law or infringes the rights of any third party; and

(ii) we suffer Loss or reasonably incur expenses as a result.

(b) You must make good our Loss and reimburse our expenses on request

### **Customer transfers to us**

#### 1 Obligations to your current supplier

If you wish to transfer from another supplier to us, you must first check whether your contract with your current supplier imposes any restrictions or costs of doing so.

#### 2 Where we manage the churn process

(a) In some cases, there is an industry process under which we initiate and manage the transfer of your Service from another supplier to us (Industry Churn Process).

(b) Where we notify you that an Industry Churn Process is in place, by making an application for Service, you instruct and authorise us to arrange with your current supplier to transfer the Service to us, and authorise us to act on your behalf with your current supplier to transfer the Services to us.

#### 3 Where there is no Industry Churn Process

Unless we notify you that there is an Industry Churn Process in place, you are solely responsible for terminating your contract with and any services from your current supplier in accordance with your contract with it, which might continue to charge you until you have done so.

#### 4 Charges payable to your current supplier

You must promptly pay your current supplier all amounts you owe it

### **Transfers from us**

(a) If you transfer a Service to another supplier, you must pay our Charges that accrue before completion of the transfer.

## **GST**

- (a) In this clause, an expression within a pair of asterisks means the same as in the GST Act.
- (b) Our prices are taken to be GST inclusive unless they are expressed to be 'GST exclusive', '+ GST' or similar.
- (c) Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any \*taxable supply\* for which that amount is paid. Otherwise:
- (i) The \*consideration\* payable by you represents the \*value\* of any \*taxable supply\* for which payment is to be made.
- (ii) If we make a \*taxable supply\* for a \*consideration\*, which represents its \*value\*, then you must pay immediately the amount of any GST payable in respect of the \*taxable supply\*.
- (d) If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an \*acquisition\* of a \*taxable supply\* from a third party, the amount you must pay, reimburse or contribute will be the value of the \*acquisition\* by us less any \*input tax credit\* to which we are entitled plus, if our recovery from you is a \*taxable supply\*, any GST payable under this clause.
- (e) We may recover any GST payable under this clause in the same manner as our Charges.

## **Late payment (1)**

If a Bill is not paid on time:

- (a) you are in breach of your Contract, and
- (b) we may also charge:
- (i) interest at 1.5% a month from the date the Bill was due for payment until it is paid in full; or
- (ii) a reasonable late fee; and
- (iii) any collection fees and expenses that we incur.

## **Late Payment (2) – accounts over 60 days**

If your payment is 60 days or more overdue or we otherwise consider it is reasonable to do so –

- (a) we may refer it to an external collections agency;
- (b) we notify you that our collection fees and expenses under clause 81(b)(iii) may:
- (i) include the external agency's collection

## **Billing disputes**

- (a) Our records of what you owe us are deemed to be right unless you show them to be wrong.
- (b) If you dispute a bill, you must pay it on time. We shall credit you if it is later determined that you are entitled to a credit.
- (i) you must still pay all undisputed portions, and
- (ii) if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.
- (c) You may not raise a billing dispute more than 12 months after a bill is issued, and we will not pay any refund or give any credit in respect of a period prior to that.

### **Your cooperation**

(a) You must give us all reasonable cooperation that we require in order to provide a Service to You, and fixing any problems that arise, and resolving any disputes that may arise or complaints that you may have.

(b) You acknowledge that, where a Service is a carriage service within the meaning of the Telco Act, we or a Partner may be required:

(i) to intercept communications over the Service, and

(ii) monitor usage of the Service and communications over it.

### **Termination & suspension by us (1): Early termination**

we may terminate a Contract, or suspend or restrict Service if, in relation to that or any other Contract or Service:

(a) you fail to pay us any money that is due;

(b) you threaten not to pay us money that you owe us, or will owe us in the future;

(c) you cause to be reversed any Direct Debit or credit card payment to us (except with our prior written agreement);

(d) you are in material breach of your Contract;

(e) you are subject to an Insolvency Event (except for as long as an Insolvency Protection Stay applies – see clause 100);

(f) we reasonably believe that you have vacated your Service Address without notice to us;

(g) we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm;

(h) it becomes technically infeasible for us to continue Service;

(i) you use a Service in a way that places unreasonable demands on our Network

(j) we are unable to obtain access to your Service Address as required to provide, maintain or repair the Service;

(k) there is an emergency that warrants it;

(l) you have told us that you no longer require the Service;

(m) if we reasonably suspect fraud or attempted fraud involving the Service;

(n) we suspend, become entitled to suspend, the Service, and the suspension or entitlement continues for more than a month (except for as long as an Insolvency Protection Stay applies – see clause 100);

(o) you are, or become, a carrier or carriage service provider under the Telco Act (and we did not agree to provide you with Service despite that); or

(p) in any other circumstances stated elsewhere in our Customer Terms.

We may charge a reconnection Charge following action under this clause unless it resulted from our mistake.

### **Termination & suspension by us**

- (a) We may terminate a Contract or suspend performance of our obligations under the Contract if you die or are subject to an Insolvency Event, if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under the Contract (except for as long as an Insolvency Protection Stay applies – see clause 100).
- (b) We may suspend or restrict the supply Service if there are reasonable grounds for believing:
  - (i) a serious threat or risk exists to the security or integrity of the Network, or
  - (ii) the provision of the Service may cause death, personal injury or damage to property.
- (c) We may suspend or restrict Service in cases of emergency, including for the provision of support to emergency and other essential services.
- (d) We may terminate a Contract or suspend or limit or vary performance of our obligations under it to comply with:
  - (i) legislative or regulatory requirements, or
  - (ii) the order of a court or lawful direction of a competent authority – to the extent the legislative or regulatory requirements or order or direction unavoidably requires us to do so.
- (e) We may suspend, intercept or terminate a service in order to comply with a warrant or other court order, or as otherwise required or authorized by law.

### **Charges during a period of suspension**

If we suspend Service:

- (a) because of your fault or breach of your Contract – you remain liable for all Charges payable under your Contract during the period of suspension;
- (b) otherwise – you are entitled to a pro rata reduction in Charges in respect of the period of suspension.

### **Errors in our documents**

- (a) Clerical or computation errors and misprints in any document that we provide to you in connection with your Contract, including any Plan terms, catalogues, price lists, delivery dockets, invoices, statements or credit notes, may be corrected by us reissuing the document or by otherwise giving you notice of the error or misprint with reference to the original document.
- (b) You are not entitled to a reduction or variation in the price of the Services by reason of any such errors or misprints.

Carrier or Carriage Service Provider

- (a) You promise that you are not a carrier or a Carriage Service Provider.
- (b) If you do become a Carrier or a Carriage Service Provider, then we or our Partners may immediately cancel the Service and terminate your Contract by notice to you.

### Suspension of Service

We may suspend Service at any time, without liability and immediately and (except in the case of an emergency or your death) by reasonable notice to you, if:

- (a) there are problems with the Network, or we or our Partners need to suspend the Services to conduct operational and maintenance work on the Network;
- (b) you fail to pay any amount owing to us in respect of the Service under your Customer Contract (which is not the subject of a bona fide dispute) by the due date, and you fail to pay that amount within the period specified in any subsequent notice we send you;
- (c) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach cannot be remedied;
- (d) you breach your Customer Contract, including terms relating to your use of the Service or any Acceptable Use Policy, and that breach can be remedied, but you do not remedy that breach within 30 days of receipt of a notice from us requiring the breach to be remedied;
- (e) you are subject to an Insolvency Event (except for as long as an Insolvency Protection Stay applies.
- (f) we reasonably suspect that you, an End User or any person in connection with the Service is fraudulent or where evidence suggests illegal conduct in relation to the Service;
- (g) we reasonably believe that you may be a credit risk in relation to the Service (except for as long as an Insolvency Protection Stay applies .
- (h) you are a natural person (ie not a company) and you die;
- (i) there is an emergency;
- (j) there is a threat or risk to the security of the Service or integrity of the Network;
- (k) the Service may cause death, personal injury or damage to property;
- (l) we are required to do so to comply with any law or direction of any Regulator;
- (m) an Intervening Event occurs; or
- (n) we are otherwise entitled to do so under your agreement.

### Delays

- (a) Time is not of the essence in the performance of our obligations, including the provision of Service, under your Contract.
- (b) We are not liable to you for any delay in the provision of any Service.
- (c) You may not cancel or amend an order for a service on the grounds of any delay in providing it.

### **Assignment**

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third-party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

### **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

### **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

### **Contacting us**

If you have any questions about this Agreement, please contact us.

This document was last updated on November 29, 2018