



Standard Form of Agreement

General Terms and Conditions

Revised 12-Feb-2018

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1 The Agreement

1.1 The Parties

1.1.1 ZettaNet Pty Ltd ABN 48 066 394 509 (hereinafter referred to as "ZettaNet", "us", "our") and the Customer (being an entity subscribing to ZettaNet for the provision of network, Internet or telephony services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

1.2 What is the Standard Form of Agreement?

1.2.1 The Standard Form of Agreement (or SFOA) sets out the standard terms and conditions of our services and products we offer. The SOFA is made up of:

- General Terms and Conditions
- Service Descriptions
- Your Application (Paper or Electronic)

1.3 Access to the SFOA Document

1.3.1 The Standard Form of Agreement is available via our website or from our office. If you require assistance in reading this document please contact our office.

1.4 Changes to the SFOA

1.4.1 Customer agrees to be bound by our SOFA as displayed at the ZettaNet Internet web site.

1.4.2 The Customer understands that SFOA can be amended from time to time and the Customer should visit the ZettaNet web site regularly to be aware of any changes.

1.5 Your Rights

1.5.1 Telecommunications Legislation requires ZettaNet to supply telecommunications services to you on the terms and conditions of a "Standard Form of Agreement".

1.5.2 Under Australian Telecommunications legislation you and we must comply with our Standard Form of Agreement unless you and we have agreed differently.

2 Definitions

"Agreement" means this agreement for the provision of the Supplies by ZettaNet to you, which includes this Standard Form of Agreement, the Service Descriptions and your Application or ZettaNet Quotation.

"Application" means each application form completed

by you (either hard copy or online on our Website) and sent to ZettaNet requesting the Services;

"Charges" means the charges payable by you to ZettaNet for the Goods and Services as specified on your application, the ZettaNet website, Quotes or other means.

"Commencement Date" means the date when the service is delivered to the customer for use. This is the first date used for billing purposes.

"Early Termination Fee" means the Charges that are specified as "Early Termination Fee";

"Goods" means any goods we supply to you, including goods supplied in connection with any Services;

"GST" means Goods and Services Tax (Act 1999)

"Service Desk" means the contact point for Faults, which you may contact by dialling the telephone number or submitting and email to a specified address in an applicable Service Description Schedule; the standard support hours are 0800HRS to 1800HRS WST.

"Systems Maintenance" means maintenance carried out by ZettaNet, where notice has been provided to you by email or posting a notice on the ZettaNet website prior to the scheduled event occurring.

"Services" has the meaning given to that term in clause 7.18.1.

"Service Guarantee" means guarantee that it will meet the Service Level for a particular Service;

"Service Level" means the actual number of hours during a calendar month that a Service is available to you.

"Standard Form of Agreement" means this document entitled "Standard Form of Agreement" and includes our Policies;

"Summary Standard Form of Agreement" means the written summary of the terms and conditions of this Standard Form of Agreement;

"Suspension" means that the goods or service delivery and we temporarily cease providing the benefit to you. For example; Broadband Service Suspension will result in the internet not working. Email Service Suspension will prevent email from being delivered.

"Telecommunications Company" means any licensed carrier or carriage service provider as defined by the Telecommunications Act 1997 other than ZettaNet;

"Telecommunications Legislation" means Telecommunications (Consumer Protection and Service Standards) Act 1999 and Telecommunications Act 1997.

"Telephone Line" means any telephone line used to provide the Services;

"Term" means, in respect of a Service, the contract

period specified in the Application for that Service.

"Website" means the ZettaNet website located at www.zetta.net.au

3 Our Services

3.1 Applying for the Service

3.1.1 You may make an Application for supply of one or more goods and services by:

- a) Completing an online application form located at www.zetta.net.au or;
- b) Faxing or delivering a completed application form.

3.1.2 Our SFOA is enforceable:

- a) if you apply online, the date you submit the application form;
- b) if you sign an application form, the date you sign the application form;
- c) if you apply by fax or some other form of delivery, the date on the application form.

3.2 Assessing Your Application

3.2.1 When you request ZettaNet to supply the Service to you, we will decide whether to accept your Application and to supply the Service to you based on:

- a) the particular terms for that Service;
- b) your eligibility for that Service;
- c) its availability to your premises;
- d) you meeting our credit requirements;
- e) the accuracy of the information provided to ZettaNet by you and
- f) your prior conduct or history in respect of any previous supply agreements;

3.2.2 We reserve the right to check your details with credit referencing bodies/associations as outlined in section 6.

3.2.3 We may refuse your Application for any reason, without being obliged to provide any reason to you.

3.3 Provisioning Your Service

3.3.1 Subject to acceptance under clause 3.2.1, the commencement of the service is the date on which the service is made available for use.

3.3.2 Upon our acceptance of your Application, or, if applicable, execution of this Agreement by ZettaNet and you, a contract is formed and you become bound by this Agreement and the Term

and charges associated with the Service. The contract between ZettaNet remains in force until it is terminated in accordance with this Agreement.

3.3.3 Under the Telecommunications Legislation, we are required to connect some Services within particular timeframes, unless you have waived your Customer Service Guarantee rights under clause 7.15. For other Services we will try to connect the Service within a reasonable industry timeframe.

3.3.4 We will retain control and decide the route and technical means that we use to provide the Service.

3.3.5 You must reasonably co-operate with ZettaNet to allow us to connect and supply the Service to you safely and efficiently.

3.3.6 The Customer agrees that, if the Customer uses the online application system and provides incorrect information which is actioned by a Carrier, that they, the Customer, will be liable for a resubmission payment to ZettaNet.

3.3.7 To maintain the quality of services provided to our customers, we may also prioritise the delivery of network traffic that is latency, rate or jitter sensitive in preference to traffic that is not, as determined in our absolute discretion.

3.3.8 Any general statements, maps or other indicators of service availability are only a guide and you must not rely upon such statements, maps or other indicators as a commitment to provide the Services to a particular physical location.

3.3.9 The Goods and Services are provided on an 'as-is' basis.

3.3.10 A delay may occur between the Acceptance and Provisioning of the Service. We are not and will not be responsible for any delays associated with provision of a Service, nor any inability by ZettaNet to provide the Service to you.

3.3.11 Where delay occurs in Provisioning your service, this does not constitute a breach of our contract with you or your contract with us, except where the delay has been caused by our failure to comply with particular timeframes as required under the Agreement or any relevant legislation.

3.3.12 We may, without liability, terminate the Contract or provisioning of the Service at any time prior to the Commencement Date, if we reasonably determine that it is not technically or operatively feasible or commercially viable to supply the Service to you;

3.4 Connection, Transmission and Reception Speeds

- 3.4.1 Any connection, reception and transmission speeds indicated refer to the maximum theoretical speeds achievable with the Supplies under ideal conditions, and you acknowledge that the actual achieved speeds may be substantially different from the theoretical speeds.
- 3.4.2 You acknowledge and agree that the maximum theoretical speed may be reduced by factors including but not limited to:
- a) your location and distance from the telephone exchange or network point of interconnect;
 - b) the length, configuration and condition of your copper or fibre line;
 - c) the number and type of other services being used by other customers inside and outside the ZettaNet network;
 - d) electrical interference from outside sources;
 - e) the configuration of the wiring within your premises;
 - f) the software configurations and applications on your computer;
 - g) your equipment and software

4 Service Usage Policies

4.1 Your Responsibilities

- 4.1.1 You must provide true, current, accurate and complete information as prompted by the registration form. You further agree to keep ZettaNet current on any changes in that information.
- 4.1.2 You are responsible for all acts or omissions that occur under your account or password, including the content of transmissions through the Services and maintaining the confidentiality of your password.
- 4.1.3 You will not publish, distribute or disseminate defamatory or otherwise unlawful material through the use of the Service.
- 4.1.4 You will not use the Service to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy) of others.
- 4.1.5 You will not use the Service to infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- 4.1.6 You will comply with Australian law regarding the transmission of technical data exported from Australia through ZettaNet.

- 4.1.7 You must ensure that your use of the Service does not expose any minor to material that is unsuitable for minors and you will indemnify ZettaNet for any liability we incur as a result of your breach of this clause. You may obtain advice on available content filtering software which may be of assistance to you from the following web page: <http://www.iaa.net.au/guideuser.html>
- 4.1.8 You acknowledge that it is your sole responsibility to comply with any rules imposed by any third party whose content or service you access using the Services.
- 4.1.9 You will not resell the Service for commercial purposes without the express written consent of ZettaNet.
- 4.1.10 You acknowledge that we may take all reasonably necessary steps to ensure the efficient operation of the Services.
- 4.1.11 You are responsible for backup of all information or content associated with the Service.
- 4.1.12 Your failure to observe any of the foregoing limitations may result in civil or criminal liability, and the immediate termination of your Service.

4.2 Responsible Usage

- 4.2.1 You must comply with rules, regulations and usage policies that are in force for each system you access. If you act recklessly or irresponsibly or your actions endanger our network or systems, your access may be suspended or terminated at any time, without notice.

4.3 Secure Usage

- 4.3.1 We require that you to take responsibility for maintaining the security of your Service. Protection of the security aspects of your service, like accounts and passwords, are your responsibility.

4.4 Unlawful Usage

- 4.4.1 Our Services may only be used for lawful and authorised purposes. Storage, transmission or distribution of any material in violation of Commonwealth or State legislation is prohibited. This includes copyright material, material legally judged as threatening or obscene, or material protected by trade secret.
- 4.4.2 You must not use, or allow any other person to use, the network and systems for any activities of an illegal or fraudulent nature, including any activities prohibited under the Telecommunications Legislation or under other applicable state and/or Commonwealth Laws.
- 4.4.3 You may not use the Service to send, allow to be sent, or assist in the sending of Spam or

otherwise or breach the Spam Act 2003.

4.5 **Alleged Copyright Infringement Notices**

4.5.1 Where ZettaNet is provided with reasonable evidence from copyright owners or their agents that alleges that you may be using the Service unlawfully we will:

- a) Send you an Alleged Copyright Infringement Notice (ACIN) by email. This email will contain the reference to specific alleged copyrighted content or unlawful activity.
- b) Request that you remove the alleged copyrighted content and or cease the alleged unlawful activity within 72 hours.

4.5.2 Where the provision of alleged copyrighted content or unlawful activity has not ceased after 72 hours from the receipt of the notice, ZettaNet will limit your Services in order to enforce the restriction of the dissemination of alleged copyrighted content or the activity.

4.5.3 If you provide reasonable evidence to suggest the unauthorised use of your Service or a breach and subsequent resolution of your own policies resulted in the issue of the notice from the copyright holder we may waive the ACIN.

4.5.4 Where we issue you with more than three ACIN's within a 30 day period you will be classified as a repeat offender and your Service will be terminated under clause 4.9.1.

4.6 **Unauthorised Usage**

4.6.1 Any attempt to access or modify unauthorised computer system information or to interfere with normal system operations, whether on the equipment of ours or any computer system or network that is accessed by our services, may result in the suspension or termination of your access. Unauthorised activities include, but are not limited to, guessing or using passwords other than your own, accessing information that does not have public permission, and accessing any system on which you are not welcome.

4.6.2 Any attempt to disrupt or interfere with users, services or equipment, may result in the termination or suspension of your access. Disruptions include, but are not limited to, distribution of unsolicited advertising or spamming, monopolisation of services, propagation of, or transmission of information or software which contains, computer worms, trojan horses, viruses or other harmful components, using the network to make unauthorised entry to any other machine accessible via our network, sending harassing or threatening e-mail, and

forgery or attempted forgery of e-mail messages and Usenet news postings.

4.7 **Service Cancellation**

4.7.1 Customers are required to provide ZettaNet thirty (30) days written notice should they wish to cancel their service.

4.7.2 Valid forms of written cancellation include;

- a) Completion of a cancellation request form on the ZettaNet website.
- b) Email to support@zetta.net.au

In all cases you will be issued with a unique Ticket Number acknowledging receipt of the cancellation request. This provides proof of submission and receipt by ZettaNet.

If we do not receive notification from you prior to the end of your monthly billing period, the service will continue and an invoice will be issued for the next billing period in accordance with our Service Description.

4.7.3 Where your Service is still within a minimum contract period you will be liable for an Early Termination Fee as per clause 4.10.

4.8 **Service Suspension**

4.8.1 Without limiting the generality of any other Clause in this Agreement we may Suspend your service if:

- a) your nominated payment method is refused or dishonoured, or you fail to pay the amount specified on any due date specified in the bill.
- b) You usage breaches conditions under section 4.

4.9 **Service Termination**

4.9.1 Without limiting the generality of any other Clause in this Agreement, we may terminate your Agreement after providing notice in writing of seven days if:

- a) you have provided ZettaNet with false or misleading information or you have not provided ZettaNet with any information that we have reasonably requested for the purposes of this Agreement;
- b) your service or Account has been Suspended for seven days and you have failed pay the amount specified on any due date specified in the bill;
- c) we discover or reasonably believe that you are a minor or do not believe you have the authority to enter into this agreement;

- d) we believe you are about to or may become or are in jeopardy of becoming subject to any form of insolvency administration;
- e) if you being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving;
- f) you unlawfully use the Service;
- g) you are classified as an alleged repeat copyright offender as per clause 4.5.4.

4.9.2 You may terminate your Agreement after providing 7 days written notice if we have breached the Agreement and failed to remedy the breach within 10 business days after being notified of the breach in writing, or you believe we are about to or may become or are in jeopardy of becoming subject to any form of insolvency or voluntary administration.

4.10 Early Termination Fee

4.10.1 You will be liable for an Early Termination Fee where you elect to Cancel your service or your Service is Terminated by ZettaNet prior to the minimum contract period specified in the Service Description or Proposal (for bespoke services).

4.10.2 Where an Early Termination Fee is specified as “prorated on the remaining contract value” then fee can be calculated as per the following formula:

$$\text{Early Termination Fee} = (\text{Contract Term} - \text{Completed Contract Months}) \times \text{Monthly Value}$$

4.11 Systems Maintenance

4.11.1 Our goal is to provide a fault free Service although we cannot guarantee this. We will endeavour to conduct all scheduled maintenance, however we may be required to suspend supply of our Services during normal working hours in order to carry out emergency repairs on our systems.

4.12 Fault Reporting & Resolution

4.12.1 Customers may report service faults by:

- a) Telephone contact to the ZettaNet Service Desk on 1300 139 550
- b) Email to support@zetta.net.au

4.12.2 Each fault will be assigned a unique ticket number. Please use this ticket number when referring to your query.

4.12.3 Issuing of this ticket number is an acknowledged acceptance of the fault report.

4.12.4 The Service Desk team will use best efforts to identify and resolve the fault.

4.12.5 Where the issue cannot be resolved by the Service Desk they will follow a procedure to

escalate the ticket to a technical expert for further investigation.

4.12.6 When a ticket has been resolved or closed the customer will receive an email notifying them of the status change of the ticket.

4.12.7 If you ask us to come to your premises to repair a fault and it turns out to be caused by your equipment you may be charged a callout fee.

4.12.8 It is your responsibility to maintain and repair any equipment which you own. You are also responsible for any of our equipment on your premises and you must pay us for any loss or damage to our equipment.

4.13 Our Equipment

4.13.1 Title in the ZettaNet Equipment is not transferred to the Customer and at all times is retained by ZettaNet. The Customer holds the ZettaNet Equipment as bailee for ZettaNet.

4.13.2 Risk in the ZettaNet Equipment shall pass to the Customer on delivery of the ZettaNet Equipment to the Customer.

4.13.3 The Customer is responsible for any damage to, or destruction or theft of the ZettaNet Equipment, except to the extent it is caused by ZettaNet. The Customer must keep the ZettaNet Equipment in good repair and condition, excluding fair wear and tear and shall not sell, assign or permit any charge, lien, mortgage or encumbrance to be created in relation to it.

4.13.4 Unless otherwise agreed, the Customer must:

- c) allow ZettaNet or it's representative to service, modify, maintain, repair or replace the ZettaNet Equipment; and
- d) do all things reasonably required by ZettaNet to make clear the identity of the owner of the ZettaNet Equipment.

4.14 Service Changes

4.14.1 We may withdraw any plans or account types packages at any time, such changes will take effect from the end of current contract period.

4.14.2 Customers may transfer/migrate from any plan to another plan. Fees and a new contract period will commence once provision for the service has been completed.

4.15 Service Level Agreement

4.15.1 We will set minimum performance targets and provide rebates if specific Services fail to meet specified targets.

4.15.2 The rebates available for specific Services are detailed in the Service Description Schedules.

- 4.15.3 Where the Service is unavailable due to scheduled Systems Maintenance then this period is exempt from Service Level Rebates.
- 4.15.4 Where the Service is unavailable due to events beyond our control then this disruption period is exempt from Service level Rebates. These include the following events:
- a) Interruption of the Service due to any Telecommunications Company circuits or failure of any Telecommunications Company services;
 - b) Interruption of the Service due to your applications, your equipment, or your facilities;
 - c) Where you cause and interruption of the Service due to your acts or omissions, or any use of the Service authorised by you;
 - d) Where the Service is interrupted due to force majeure;
 - e) Where we are requested by a public authority to provide emergency communications services to assist in emergency action, and the provision of those services restricts rectification of a fault or service difficulty; and
 - f) Where we are prevented from connecting a specified service, or rectifying a fault or service difficulty, because we are unable to obtain lawful access to land or a facility.
 - g) Damage to our network, equipment or facilities not caused by ZettaNet.
 - h) Planned or Unplanned speed degradation (Not Service Loss), unless otherwise specified in a Service Description.
- 4.15.5 A Service rebate is not redeemable for cash and in any month is capped at the relevant specified percentage of the Charges for the Individual Service for that month. You must claim any Service rebate in writing within 10 working days of the event resolution by submitting a Service Rebate Application which is available on the ZettaNet website.
- 4.15.6 Once a claim is made in accordance with paragraph 4.15.5, we will calculate the Service Rebate (if applicable) for the Service at the conclusion of the calendar month and credit to your account the amount equal to the Service rebate.
- 4.15.7 You will only be entitled to receive a rebate under either this Service Description or the Related Service Description, whichever has the greater entitlement.
- 4.15.8 You acknowledge that we do not warrant the availability or other characteristics of the Service or that any target provisioning, installation, response or rectification times will be met.
- 4.15.9 Subject to paragraphs 4.15.10 and 4.15.11, we will be liable under the Telecommunications (Consumer Protection and Service Standards) Act 1999 only if the End User has made a claim against you for breach of the Customer Service Guarantee and you, acting reasonably, have paid that claim. The amount of damages payable by we will reflect the proportionate contribution of ZettaNet to your failure to comply with the Customer Service Guarantee.
- 4.15.10 In relation to contributory payments under Section 118A of the Telecommunications (Consumer Protection and Service Standards) Act 1999, you acknowledge, to the extent this information is relevant under section 118A of the Telecommunications (Consumer Protection and Service Standards) Act 1999, that the following are elements to be considered when determining liability:
- a) the extent to which you fail to take advantage of any available exemptions from compliance with the Customer Service Guarantee (or where entitled to do so under the Customer Service Guarantee, fails to extend guaranteed maximum rectification periods);
 - b) requirements of good engineering practices;
 - c) requirements for reasonable use of the Service; and
 - d) the diagnostic information provided by you to us at the time the fault giving rise to the claim was notified by you to us.
- 4.15.11 To the extent that we are liable to make contribution payments to you under section 118A of the Telecommunications (Consumer Protection and Service Standards) Act 1999, the amount of ZettaNet's contribution to each payment made by you to End Users for breach of the Customer Service Guarantee will be reduced by the total amount of credits or rebates payable under this Schedule in relation to the matter that gave rise to ZettaNet's liability to make contributions to you under Section 118A of the Telecommunications (Consumer Protection and Service Standards) Act 1999.
- 4.16 **Support Services**
- 4.16.1 Our Services include a Service Desk support during commissioning of the Services. Once you have successfully connected to the Internet

through ZettaNet and/or gained any additional Services you have purchased from us, we have fulfilled our support obligations to you.

- 4.16.2 Additional support may be provided, although it may be at an additional cost to you in the event that the reported problem is due to faults in your software or hardware.
- 4.16.3 We cannot provide free support for:
 - a) faults that are outside our system (or)
 - b) customers that do not have existing Agreement with us.
- 4.16.4 Where we provide you with a reference to a third party (i.e. IT consultant, other carrier) for support services we make no undertakings or guarantees in regards to their ability to undertake the specified work. You will be responsible for the direct commercial relationship with this third party.

5 Billing and Payments

5.1 Billing

- 5.1.1 We may bill you for:
 - a) recurring or fixed charges, in advance;
 - b) variable charges, in arrears, including but not limited to excess traffic usage charges;
 - c) installation or set-up charges, before installation occurs;
 - d) any equipment you purchase from us, on or after delivery;
- 5.1.2 We will bill you in accordance with the billing period described in the Service Description.
- 5.1.3 We will provide you with reasonable information on your use of our services via the ZettaNet website.
- 5.1.4 Bills will be calculated by reference to data recorded, logged or received by our systems and our Suppliers and you acknowledge that in calculating charges we need only look at that data as logged or received by ZettaNet or our Suppliers.
- 5.1.5 Bills may include charges from previous billing periods where these have not been remitted.
- 5.1.6 We may reissue any invoice if any error is discovered. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from ZettaNet we will refund the overpayment within 30 days.
- 5.1.7 Subject to clause 5.2.1, you must pay each

amount billed by the due date specified in the bill and in the manner specified in the Service Description or your Application.

- 5.1.8 Bills and receipts will be available in an electronic document format and distributed to you via email.

5.2 Billing Disputes

- 5.2.1 Where you dispute the bill sent to you by ZettaNet please provide a written notice to us within 14 days of the issue date. You will need to specify:
 - a) The specific line items in dispute.
 - b) Reasons for disputing each of the charges
- 5.2.2 We will assess the validity of these claims and provide a written response within 10 business days.
- 5.2.3 Where a billing dispute is found to be in our favour you will be required to pay the outstanding amounts by the due date. Where this due date has passed, you will be obliged to pay all outstanding monies within 2 business days.

5.3 Payments

- 5.3.1 You are responsible for and must pay for all use of the Service, even unauthorised use.
- 5.3.2 We reserve the right to charge the customer all fees specified in this agreement, unless otherwise agreed in writing by the customer and ZettaNet.
- 5.3.3 The Customer may elect to have their bills paid by way of:
 - a) a direct debit from an account held by the Customer at an approved financial institution
 - b) An accepted credit card (Visa, MasterCard)
 - c) BPAY
 - d) Cheque
 - e) Direct Deposit
- 5.3.4 Accepted payment types vary for each good and service. Please see the Service Description for accepted payment types for each good and service.
- 5.3.5 The Customer is responsible for ensuring there are sufficient funds available in their nominated credit card or direct debit account at any time we bill the account.
- 5.3.6 Dishonour fees and any other charges, expenses or losses resulting from ZettaNet attempting to debit the credit card or direct debit account will be borne solely by the Customer.
- 5.3.7 The Customer hereby authorises ZettaNet to charge any excess usage of their account where

this feature forms a part of their service.

5.3.8 Where the Customer provides a credit card for payment of reoccurring goods and services, the customer authorises ZettaNet to debit this card for the fees and on a frequency as set out in your Application.

5.3.9 We will notify you by email, then by phone if your credit card is due to expire in the next billing period.

5.3.10 In addition to fees and charges you incur in the normal use of your service, we may charge you an administration fee which may include cancellation fees, relocation fees and/or payment dishonour fees. These charges are outlined in our Pricing Schedule.

5.3.11 All administration, registration and set-up fees are non-refundable.

5.3.12 Customers may exchange or receive a refund for equipment which has not been opened or used and has been returned to us within 30 days of purchase.

5.3.13 You are not obliged to pay for our Services unless and until we issue tax invoices to you which detail the Services provided and any other supporting information required for you to reasonably verify the invoiced amounts. To request a copy of a tax invoice please contact customer service on 1300 139 550.

5.3.14 We reserve the right to suspend or terminate your Service without notice upon rejection of any card, cheque or direct debit charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to ZettaNet when we believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to ZettaNet.

5.3.15 If you do not pay our bills on time for two months in a row, we may require you to provide us with an authority to directly debit your credit card or bank account with the amount of all future bills. You must not cancel such a direct debit authority unless you pay us extra charges as determined reasonably by us.

5.4 Refund Policy

5.4.1 If we terminate this Agreement under Clause 4.9.1, you will not be entitled to a refund in respect of the Goods or Services;

5.4.2

5.4.3 If you validly terminate this Agreement as a result of our breach, your only remedy will be:

- a) in respect of Services or Other Services, subject to clause 5.4.5 a refund for the

services for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate;

- b) in respect of Goods, a refund of the amount you have paid for the Goods; and/or

- c) payment of up to the value of 3 times the monthly average Service charges. The average is calculated over the previous 12 month period.

5.4.4 If you request a change in an applicable Service Schedule for the Services (for example, if you select a different Service plan) such that the new Charges for the Services payable each Due Date ("New Charges") differ from the previous Charges payable each Anniversary Date ("Previous Charges"), then your next Invoice after the change has been completed will reflect the changes in Service charges.

5.4.5 Each Service is billed monthly blocks from the relevant Service Anniversary Date. If you terminate that Service pursuant to clause 4.7.1, we will refund you for any unused portion of that Service that you have paid for in advance in full monthly blocks. However, if you have used any part of any full monthly block for that Service we will not provide a refund in respect of that month.

6 Consumer Credit

6.1 Supply to Credit Reporting Agency

6.1.1 Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

You agree that ZettaNet may give certain personal information about me to a credit reporting agency.

6.2 Access to Credit Information

6.2.1 Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I/we agree that ZettaNet may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

6.2.2 Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I/we agree that ZettaNet may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

6.3 Exchange of Credit Information

6.3.1 Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

I/we agree that ZettaNet may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

6.4 Consumer Credit Reports

6.4.1 Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)

I/we agree the ZettaNet may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) [named in agreement]. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

6.4.2 Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)

I/we agree that ZettaNet may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of [name of prospective guarantor] deciding whether to act as a guarantor, or to keep [name of existing guarantor] informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

7 Personal Information

7.1 Collection, Use and Disclosure

7.1.1 We may collect, use and disclose personal information about you, to decide whether to start, stop or limit supply to you of personal credit, the service or the products and services of ZettaNet.

7.1.2 We may collect, use and disclose personal information about you to third parties who are not related to ZettaNet, including our agents, dealers, contractors and franchisees, suppliers who need access to your personal information to provide ZettaNet with services to allow supply of the service.

7.1.3 We may be permitted or required by applicable laws to collect, use or disclose personal information about you (which may include, for example, numbers called, time of call, location of call), including to:

- a) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data,
- b) emergency services organisations, and
- c) to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.

7.2 Opting-out

7.2.1 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 Service Desk to make a request to opt-out. We will not charge you for processing a request to opt-out.

7.3 Gaining Access Your Personal Information

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

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

7.4 Providing Your Personal Information

7.4.1 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.

7.5 Notices

7.5.1 All notices and changes shall be in writing and shall be hand delivered, or sent by post, or facsimile, or email to the parties hereto at their respective addresses.

7.6 Assignment

7.6.1 The Customer agrees not to assign, transfer, or re-sell any of the services provisioned by ZettaNet under this Agreement or any rights given by the use of this service, unless prior written permission from an authorised officer from ZettaNet.

7.6.2 For the avoidance of doubt, ZettaNet has the right to assign our benefits and obligations of this Agreement to any third party.

7.6.3 You undertake to do all things necessary to ensure the transfer of your obligations to ZettaNet's assignee, including executing new direct debit forms if necessary. Other Terms

7.7 Our Rights

7.7.1 We reserve the right to remove any information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, obscene, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

7.7.2 We are under no obligation to monitor transmissions or published content on the Services.

7.7.3 However, we or our agents have the right to monitor such transmissions or published content from time to time.

7.7.4 For broadband services in which we use 'Shaping' as a method of quota enforcement, we may apply additional access constraints to services in which customers download more than the allowance specified in the service description.

7.8 Liability

7.8.1 To the extent permitted by law, our liability is limited to refunding, resupplying, repairing or replacing the relevant goods or unused portion of services where the goods or services are not of a kind ordinarily required for personal, domestic or household use or consumption and where it is fair and reasonable to do so.

7.8.2 Except where we have recklessly failed to exercise any care or diligence and with disregard to an obvious risk, or deliberately breached the Agreement, we shall not be held liable in any way or by any means for any indirect, special or consequential damages, resulting from the use or the inability to use the Services or from any goods or service purchased or obtained or

message received or transaction entered into through ZettaNet or from unauthorised access to or alteration of your transmission or data to your e-mail address, even if we have been advised of the possibility of such damages.

7.8.3 We are not liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.

7.8.4 Nothing in this Agreement removes or limits our liability for death, personal injury caused by our negligence, our fraud or anything that we cannot limit or exclude by law. Your statutory rights are not affected.

7.9 Costs

7.9.1 ZettaNet has the right to recover reasonable costs reasonably incurred from the Customer for any costs incurred for damages and/or repairs and/or maintenance and/or loss of business caused by, or resulting from, any of the activities listed in clauses 4.1.1 through to **Error! Reference source not found.** inclusive.

7.10 Precedence

7.10.1 Where any conflict or inconsistency exists in the documents and/or schedules the following precedence is in effect:

- a) Your Application
- b) Service Descriptions
- c) Core Terms and Conditions
- d) Pricing Schedule

7.11 Warranties

7.11.1 To the extent permitted by law, we expressly disclaim all warranties of any kind whether express or implied. We make no warranties that Services will meet your requirements, or that Services will be uninterrupted, secure, or error free, or the results that may be obtained from the use of Services, or to the accuracy or reliability of any communication or transmission of data, or the accuracy of any information obtained through Services or that defects in the software will be corrected.

7.11.2 To the extent permitted by law, we make no warranty regarding any goods or service purchased or obtained through Service or any transaction entered into through Services. We take no responsibility for the deletion or failure to store E-mail or SMS messages. No advice or information, whether oral or written, obtained by you from ZettaNet or through Services shall create any warranty by ZettaNet.

7.11.3 Some jurisdictions do not allow the exclusion of

certain warranties, so some of the above disclaimer of warranties may not apply.

7.12 Indemnification

7.12.1 You indemnify us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with your use of the Service or the equipment in a manner contrary to the terms of this agreement, except that you shall not be held liable in any way or by any means for any indirect, special or consequential damages, resulting from such use of the Service or equipment, or to the extent any losses suffered by us are contributed to by our acts or omissions.

7.13 Complaints Procedure

7.13.1 We are committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, we request that you:

- a) Contact support@zetta.net.au or call 1300 139 550. A ticket number will be created and assigned to your complaint.
- b) If you are not satisfied with our review and response to your complaint you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.

7.14 Customer Service Guarantee

7.14.1 The Customer Service Guarantee as part of the Telecommunications Act 1999 prescribes mandatory performance standards for certain telecommunications services. We will comply with such standards to the extent that they apply to the Services offered.

7.15 Waiving Your CSG Rights

7.15.1 Under Part 5 of the Telecommunications Standard 2000 (No 2) (Available at <http://www.acma.gov.au>) ZettaNet is allowed to propose that you waive your rights under the Customer Service Guarantee. This means that ZettaNet is not required to meet performance standards as set out by the Customer Service Guarantee, but only with respect to the provision of any telephone services to you.

7.15.2 ZettaNet may provide incentives on some Services in return for you agreeing to waive your protections and rights under the Customer Service guarantee.

7.15.3 In accepting the incentive provided with the Service you will be specifically agreeing to waive the following CSG protections:

- a) The provision of written information;

- i. Provide you with written information, at least every two years about:

- ii. The performance standards that apply under these standards

- iii. The obligations of the provider under these standards

- iv. The customers entitlements to damages under the Act for contravention of the performance standards

- v. On request, provide information to you about a performance standard.

b) Guaranteed maximum connection periods;

- i. The CSG prescribes maximum timeframes within which service connection should occur.

c) Guaranteed maximum rectification periods;

- i. The CSG prescribes maximum timeframes within which service faults should be rectified.

d) Making and changing appointments; The CSG requires carriage service providers to:

- i. Make appointments with customers at times that are convenient for the customer

- ii. Make appointments with customers that are either for a particular time of the day or nominate a five hour period during which the appointment will occur.

- iii. Change appointments by giving at least 24 hours' notice or by obtaining the agreement of the customer to change.

7.15.4 If you agree to waive your rights under the Customer Service Guarantee you will not be able to claim compensation from ZettaNet for its failure to meet these performance standards.

7.15.5 Your rights in clause 7.15.3 shall be waived from the acceptance of your application as specified in clause 3.3.2.

7.15.6 If you choose to no longer waive your rights

7.16 Governing Law

7.16.1 This Agreement shall be deemed to have been made in Perth, Australia, and it shall be governed and interpreted according to the laws, including conflict of laws, applicable in the State of Western Australia. Each of the parties submits to the jurisdiction of the Courts of Western Australia.

7.17 Legal Capacity

7.17.1 You confirm that you are at least 18 years old and that you have the legal capacity to enter into this agreement.

7.18 **Goods and Services Supplied**

7.18.1 The goods and services supplied by ZettaNet (“**Services**”) are detailed in Service Description Schedule.