

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

STANDARD FORM OF AGREEMENT – SUMMARY

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

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

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

The SFOA:

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

This summary is for informational purposes only, it is the SFOA which has legal effect. Copies of the complete SFOA are available on the Internode website www.internode.on.net. Up to date copies of this summary are available from Internode on request.

Please note that any term not defined in this Summary is defined in the complete SFOA.

CORE TERMS

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

- you are responsible for all third party charges associated with connecting to our Services (eg standard landline telephone services) and disconnecting from our Services (eg disconnection fees);
 - if you and one or more others are the customer of the Services each of you is jointly and individually responsible for all charges and obligations relating to the Services;
 - you are responsible for backup of all information associated with the Supplies;
 - if we install Equipment for you, you must permit us to access and cooperate with us for the purpose of installing that Equipment. You are responsible for the Internode Equipment and the Software and must indemnify us against all loss and damage to the Internode Equipment and Software until it is returned to us (unless due to reasonable wear and tear) and you acknowledge that we retain ownership of the Internode Equipment and the Software;
 - you must comply with the terms and conditions of the Software licence(s) which apply to the use of any Software; and
 - you must not assign, sell or otherwise dispose of your rights and obligations under the Agreement without our consent.
4. **GOODS** If you order Goods from us the warranties in Clause 21 of the SFOA will apply. However, if a Third Party Supplier of the Goods has provided a warranty for those Goods, we may give notice of that warranty to you. If you consider that the Third Party Supplier has not complied with such a warranty and you notify us of this in the manner set out in the SFOA, then we will take reasonable steps to enforce the warranty for your benefit.

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

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

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

7. **CANCELLATION BY YOU** You may elect to terminate a Service at any time by notice in writing to our accounts department subject to the following: (1) you must provide at least 7 days' written notice of the Service to be cancelled; (2) the Service will cease as soon as practicable on or after your notified specific cessation date (in most cases within 7 days of that date); (3) we will not refund any amounts that you have paid in advance (subject to Clause 23.6 of the SFOA) (4) you will be liable for all outstanding debts incurred prior to termination for the current billing period; (5) you must pay the Early Termination Charges (if any) within 28 days of cessation if the Service is cancelled before the end of the Term. If you validly terminate the

Agreement as a result of our breach, your only remedy (see Clause 21 of the SFOA which sets out the limitations on our liability) will be: (1) in respect of Services or Other Services, a refund for the services for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate (subject to Clause 23.6 of the SFOA); and/or (2) in respect of Goods, a refund of the amount you have paid for the Goods.

8. **AFTER TERMINATION** If the Agreement is terminated otherwise than for our breach, we may:(1) charge a reasonable sum for work performed for which no sum has as yet been charged, (2) charge any amounts which any third party suppliers have charged us in relation to the Service or termination of the Service, including without limitation any service disconnection charges from Telstra Corporation Limited; (3) be regarded as discharged from any further obligations under the Agreement and (4) pursue any additional or alternative legal remedies.
9. **VARIATIONS TO THE SERVICES, THE AGREEMENT OR OUR POLICIES** When requesting a change to your Supplies (whether upgrading, downgrading, cancellation, or otherwise), you must provide this request online or in writing. The request will be processed and actioned on the earliest date that is reasonably possible, having regard to when it will be technically and operationally feasible for us to action it. In most cases, changes to ongoing supplies will be effective at the next Supply Rollover Date although we cannot guarantee this.

We may at any time in our discretion change the SFOA. However, we will not make a variation that could reasonably be expected to adversely affect you without including a notice with your next invoice or sending a separate notice to you, giving details of the effect of the variation, at least 3 business days before it takes effect.

We may at any time vary available service plans and/or available features for the Service. We have no obligation to notify such variations other than if we endeavour to notify you in accordance with clause 4 of the SFOA.

10. **SERVICE LEVELS - REPORTING FAULTS** You must report the details of a suspected Fault by telephoning the Internode Help Desk as soon as possible after you become aware of the suspected Fault. You may report a suspected Fault to us 24 hours per day. However, if you report a fault outside the Hours of Coverage for Response, the Response Time will not commence until the beginning of the Hours of Coverage for Response.

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

11. **INVESTIGATION OF FAULTS BY INTERNODE** We will analyse the cause of the suspected Fault and determine if the suspected Fault is in fact a Fault. We may be unable to provide Fault restoration under the Agreement where the Fault is in a network not owned or maintained by Internode. Where a Fault report is lodged, we will undertake Fault restoration work during the Hours of Coverage for Restoration for the Service. If you wish to escalate the Fault, you must contact Internode explaining the outstanding issue. If the escalation does not result in the restoration of the Service, you should contact Internode and report this escalation failure.
12. **AVAILABILITY GUARANTEE PROCESS & REMEDY** Our availability guarantee and remedy is set out in clause 13 of the SFOA.
13. **REFUND POLICY** Our refund policy in regards to the Goods, Services or the Other Services is set out in clause 23 of the SFOA.
14. **CHARGES AND BILLING** We offer different fee structures for the provision of the Supplies and you are liable for the fees and charges applicable to any Supplies you acquire, as specified in each Application, Service Schedule and/or Service Arrangement and Agreement Addendum (as applicable). Current fees and charges may be viewed on the Internode website at www.internode.on.net or obtained from Internode.

If you acquire ongoing Services from us, an invoice/statement notification will be delivered via electronic mail, postal mail, or fax at regular intervals as provided in your Application, Service Schedule, or Service Arrangement and Agreement Addendum. We may charge you a processing fee for invoices delivered to you by postal mail or fax. An invoice presented by us shall be deemed to be a correct statement of all Charges contained in that invoice. However, if

you wish to query any item you have been charged for, we request you do so within 7 days of our invoice.

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

All Charges (unless otherwise provided for in the Agreement), except any Charges for excess usage or specified non Internet or telecommunications services, are payable in advance and must be paid prior to supply and prior to each Anniversary Date (as applicable).

All accounts must be paid by the due date specified on the invoice/statement. Any account that is outstanding beyond the due date is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we will be entitled to recover any Goods supplied for which payment has not been made in full (if we did not require advance payment for those Goods) and/or may suspend your access to the Services and/or the Other Services until all outstanding monies are paid in full and may also terminate this Agreement. We may charge you an additional fee for any subsequent re-connection to the Services or resupply of the Goods and/or require you to pay us interest on any monies owing to us at a rate equivalent to the prime rate charged for bank overdrafts by our current bankers at that time. We may suspend the Service for any of the reasons set out in clause 15 of the SFOA. Charges may apply during this time or on re-connection of the Service. You are responsible for any collection fees incurred by us for the collection of outstanding monies owed by you to us under the Agreement.

The amounts payable by you to us under this Agreement include GST. If the rate of GST changes, we may adjust the amounts payable from the date of that change.

15. **OUR LIABILITY** We make no express warranties to you except those expressly set out in the Agreement. We do not exclude or limit the application of any statute if this would contravene that statute or cause any part of this clause to be void. We exclude all warranties except those unexcludable by law, all liability to you for consequential or indirect damages, and all liability for loss caused by our negligence. Our liability to you for breaching any express provision of the Agreement is limited at our option to one of supplying, replacing or repairing the Goods or supplying again the Services or Other Services in respect of which the breach occurred.
16. **POLICIES** You agree that you will comply with our Policies including without limitation our Acceptable Use Policy and our Privacy Policy in respect of any Services you acquire from us.
17. **COMPLIANCE WITH LAWS** You acknowledge that we will cooperate with law enforcement agencies and other service providers to prevent unacceptable/unlawful behaviour and may implement automated mechanisms for this purpose including without limitation removing any content or closing or suspending your account.
18. **CUSTOMER SERVICE GUARANTEE** The Customer Service Guarantee under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 prescribes mandatory performance standards for certain telecommunications services. Internode will comply with such standards to the extent that they apply to the Services offered.
19. **COMPLAINTS HANDLING** Internode is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, we request that you refer to our Customer Complaint Handling Procedures located at www.internode.on.net/contact/complaints and contact Internode using the contact details located on the website. If your complaint is not satisfactorily resolved with us, you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.
20. **IF YOU ARE A NON-ENGLISH SPEAKER OR HAVE A DISABILITY, COPIES OF THIS SUMMARY AND THE SFOA ARE AVAILABLE IN SEVERAL OTHER MAJOR LANGUAGES OR IN LARGE PRINT FROM INTERNODE ON REQUEST. TO CONTACT INTERNODE PLEASE GO TO THE CONTACT DETAILS LOCATED ON OUR WEBSITE AT WWW.INTERNODE.ON.NET OR CONTACT US ON OUR NATION-WIDE NUMBER 13 66 33.**