

IP Systems Pty Ltd
ACN 065 092 962

Standard Form of Master Services Agreement



IP Systems Pty Ltd
ABN 79 065 092 962

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Standard Form of Master Services Agreement

This is a legal document that should be read as a whole. It sets out the terms under which your Service is supplied to you. Some of the clauses in this Contract may affect the way you use the Service or the way in which you deal with IP Systems.

CONTACT DETAILS

Telephone (03) 9658 0600

Address Level 7, 215 Spring Street
Melbourne VIC 3000

Email support@ipsystems.com.au

Website www.ipsystems.com.au

The party executing the Service Schedule will be responsible for the Service.

Summary of IP Systems' Standard Form of Master Services Agreement

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

This is summary of the Standard Form of Master Services Agreement (Contract) with IP Systems Pty Ltd (ACN 065 092 962). This summary is designed to give you an overview of the Contract. It does not change the legal effect of the Contract. A copy of the Contract together with any updated version of the summary is available at IP Systems' office or on IP Systems' website at www.ipsystems.com.au/sfmsa. The Contract contains full details of the Service and the terms and conditions on which the Service will be supplied. Unless the contrary intention is evident, terms used in this summary have the same meaning as in the Contract.

1 Description of the Services

- 1.1 The Service is:
 - 1.1.1 a networking service linking your geographically separated offices on one telecommunications network; and/or
 - 1.1.2 a telephone service that permits you to make and receive calls using phones located at your premises; and/or
 - 1.1.3 a broadband Internet service; and/or
 - 1.1.4 a telecommunications network service enabling the provision of network services and applications.
- 1.2 The Service excludes providing priority services or services to persons with special needs or interests.
- 1.3 The Service relies on a power supply. You may not be able to connect to emergency services if that power supply fails.

2 Credit limit and pre-payments

We may impose a credit limit on you. If you exceed your credit limit we may require you to make a pre-payment for the estimated cost of using your Service for the billing period or we may suspend the Services or any part of the Services until your account is brought within your credit limit.

3 Charges for the Services, Invoicing and Payment

- 3.1 Charges include access fees, service fees, line rental, call charges and/or monthly data allowance charges, excess data usage charges, administration charges, suspension or cancellation fees, late payment fees, dishonour fees, reconnection fees and reactivation fees as set out in your Service Schedule.
- 3.2 We do not generally offer discounts, credits or rebates to our customers other than due to a failure to comply with our service level agreement set out in your Service Schedule.
- 3.3 We will issue an invoice to you every month.
- 3.4 Your invoice will be mailed to your designated address, which you have provided to us. We may issue invoices electronically to your designated e- mail address.
- 3.5 Access fees, service fees, line rental and monthly data allowance charges will be invoiced monthly in advance. Call charges, excess data

- usage and other fees and charges due will be invoiced monthly in arrears.
- 3.6 We will endeavour to include all fees and charges for each invoice period in an invoice. If we are unable to do so we may include fees and charges in later invoices, but we will not invoice you for any charges that are older than 190 days from the date the charge was incurred by you and have not been invoiced to you previously.
- 3.7 You must pay each invoice in full on the due date for payment shown on the invoice.
- 3.8 Payment must be made by direct deposit into our bank account, direct debit from which you have authorised us to withdraw any fees and charges due, or by such other method of payment set out in an invoice.
- 3.9 If you do not pay your invoice by the due date for payment we may:
- 3.9.1 charge you a late payment fee, a direct debit dishonour fee and interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full;
 - 3.9.2 suspend or cancel your Service or any part of your Service;
 - 3.9.3 charge you to reconnect or reactivate your Service; and
 - 3.9.4 report you to a credit-reporting agency, which may create or maintain a file about you.
- 3.10 If we suspend or disconnect your Service or any part of your Service we may not reconnect or reactivate your Service or that suspended or disconnected part of your Service until you have paid all our outstanding fees and charges.

4 Term and Cancellation

- 4.1 The minimum term of the Contract is set out in your Service Schedule.
- 4.2 You may terminate the Contract:
- 4.2.1 at any time if we breach a material term of the Contract or we breach a material term of the Contract that can be remedied but do not do so within 20 Business Days after you give us notice to do so; or
 - 4.2.2 before the end of the minimum term but if you do you will have to pay an amount calculated by multiplying the monthly charge for your Services by the number of months (or part thereof) to the end of the minimum term of the Contract plus other reasonable costs that we incur in removing our equipment from your premises; or
 - 4.2.3 after the end of the minimum term by giving us 30 days prior written notice.
- 4.3 We may terminate the Contract:
- 4.3.1 on 30 days prior notice at the end of the minimum term;
 - 4.3.2 if a Supplier on which we rely to supply the Services to you varies the terms and conditions upon which it provides its services and facilities to us or is incapable of providing its services or facilities to us and that variation materially affects our ability or the cost of providing the Services to you and we are unable to agree a variation to our agreement with you; or

- 4.3.3 immediately if you fail to pay any amount due to us under the Contract within 10 Business Days after we give you written notice requesting payment; you become bankrupt or if you are a company are placed under external administration; you have breached a term or condition of this Contract and fail to remedy that breach to our satisfaction within 15 Business Days of being notified of such breach; we reasonably suspect fraud by you or anyone using your Service; we are required to cancel the Service to comply with the requirements of a law enforcement agency, or a regulatory authority; or we are unable to supply the Service to you because of an event that is reasonably outside of our control.

5 Suspension of Service

We may suspend the Service in certain circumstances upon giving you such notice as is required by the Telecommunications Laws. You must continue to fulfill all of your obligations under the Contract while the Service is suspended.

6 Effect of Cancellation

If the Service is cancelled:

- 6.1 you will not be able to use the Service after the cancellation date;
- 6.2 subject to any disputes that you have with us, you must pay for any charges for your use of the Service and our Equipment until the cancellation date and for any equipment that you have purchased from us;
- 6.3 any credits on your account will be applied to pay for any undisputed, outstanding charges at the cancellation date or refunded to you as the case may be; and
- 6.4 if you cancel the Contract before the end of the minimum term you may also have to pay an early termination fee described in paragraph 4.2.2.

7 Changes to the Contract

- 7.1 We can make changes to the Contract as permitted by the Telecommunications Laws.
- 7.2 If we make any changes to the Contract we must give you at least 30 days notice of the change and if the change is to your Detriment you may terminate the Contract without incurring any additional costs or charges within 60 days after we notify to you the change.
- 7.3 We will notify you of any changes to the Contract by sending you an e-mail to your designated e-mail address advising you of the changes and telling you where you can obtain an updated copy of the Contract.

8 Service Availability and Quality

- 8.1 It is technically impractical for us to guarantee that the Service will be available in each area, that capacity will be available at all times to use the Service, or that the Service will be free from faults or errors. We undertake to provide the Service using all the reasonable care and skill of a competent Carriage Service Provider.
- 8.2 The Service may rely upon the operation of networks operated by other Carriers and services provided by other Carriage Service Providers. We are unable to guarantee the operation of those Supplier Networks or services.
Any failure of a Service caused by another network or service is beyond

- our control, and we will not be responsible, or liable to you, for such failures.
- 8.3 In the event of unexpected faults we will restore the Service as soon as possible.
 - 8.4 Except for any warranties implied by law which cannot be legally excluded, we do not warrant, and have not represented, that the Service is or will be free of errors, defects or interruptions, or that it will be available at all times.
 - 8.5 You acknowledge that we are not the manufacturer or the importer of our Equipment. If any equipment that you buy from us is faulty through no fault of your own, provided that the fault is reported to us within the applicable warranty period for the item of equipment, we will endeavour to have the equipment replaced.

9 Reporting Faults

You can report a fault 24 hours a day by calling us on 1300 306 907. If we determine the fault is on our network we will correct the fault. We are not responsible for correcting any other faults. If the fault is on a network of any Other Supplier we will report the fault to that Other Supplier.

10 Complaints

- 10.1 If you have any complaints in connection with the Service (including complaints about your bill), you should contact us first to resolve the complaint. We will handle complaints according to the Complaint Handling Code of the Australian Communications Industry Forum ("ACIF"). Information on the Complaint Handling Code can be obtained by contacting us or ACIF (on www.acif.org.au).
- 10.2 If the complaint is not resolved to your satisfaction, you can take your complaint through other avenues, such as the Telecommunications Industry Ombudsman (TIO) (on 1800 062 058 or www.tio.com.au) or the Department of Fair Trading or Department of Consumer Affairs in your State or Territory.
The TIO is an independent body that provides a free service. The TIO describes itself as an office of last resort. It only takes up a complaint if you have first tried to resolve the complaint with us.

11 Personal Information

We will not use, disclose, store or handle any Personal Information about you that you provide to us except in accordance with the Privacy Act 1998 (Cth). We may use your Personal Information to:

- 11.1 assess your creditworthiness or to allow a credit reporting agency to create or maintain a credit information file containing information about you;
- 11.2 for all purposes associated with providing the Services to you and the management of your account;
- 11.3 collate marketing and research information relating to the supply of the Service to you; and
- 11.4 for complying with our legal requirements.