

Splice Internet Pty Ltd

ACN 682 918 083

Standard Form of Agreement

General Terms for Residential Customers
and Small Business Customers

October 2025

SPLICE

INTERNET

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INTRODUCTION

1.1 Standard Form of Agreement

These General Terms are part of Splice Internet's Standard Form of Agreement (**Agreement**), which consists of the documents listed in clause 1.2.

As per Part 23 of the Telecommunications Act, our Agreement applies to all residential customers and small business customers that acquire a service from Splice Internet, unless agreed otherwise in writing.

If there is any confusion between our Agreement documents, the first document will take precedence (unless we expressly say otherwise).

1.2 Structure of our Agreement

Your Agreement with us includes:

- (a) your application;
- (b) the Critical Information Summary (**CIS**) that applies to your service;
- (c) these General Terms;
- (d) if applicable, the Direct Debit Service Agreement;
- (e) our Acceptable Use Policy; and
- (f) any other policy available on our website.

1.3 Customer help

If you need help or more information, please contact us on 1800 775 423 (1800 SPLICE) or support@splice.au.

If you are Deaf or have a hearing or speech impairment, you may wish to use the National Relay Service (**NRS**) on 133 677.

For language assistance you may use the Translating & Interpreting Service (**TIS**) on 131 450.

DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following definitions apply to our agreement unless the context requires otherwise:

Acceptable Use Policy means the policy available on our website that explains how we assess what is an acceptable use of a Service;

ACMA means the Australian Communications and Media Authority (www.acma.gov.au);

Agreement means the Agreement between you and us for a service, which includes the documents listed in clause 1.2;

Application means an application made by you to us for the supply of a Service, either by an online or printed form approved by us or in a telephone application;

Approved Purposes means any purposes where permitted or required by the Law and includes providing directory assistance services; providing operator services or operator assistance services; publishing and maintaining public number directories; providing location dependent carriage services; the operation of emergency call services or assisting emergency services under Part 8 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999*; assisting enforcement agencies or safeguarding national security under the Telecommunications Act, the *Telecommunications (Interception and Access) Act 1979* or any other applicable legal requirement; verifying the accuracy of information provided by the data provider and held in the IPND against the information the data provider holds; undertaking permitted research in relation to the IPND; assisting the ACMA, or its nominee, to verify the accuracy and completeness of information held in the IPND; meeting our obligations to any Government Agency (for example, the Australian Tax Office);

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

Business Day means Monday to Friday, excluding public holidays in the place where the Service is provided;

Business Hours mean 9.00 am to 5.00 pm Monday to Friday (AEST), excluding public

holidays in the place where the service is provided;

Broadband means a high-capacity communications service capable of delivering a simultaneous range of services at high speeds and capacity;

CIS means a Critical Information Summary (see below);

Claim includes any debt, cause of action, liability, claim, proceeding, suit or demand of any nature however arising under or in connection with this Agreement or its subject matter and whether present or future, fixed or unascertained, actual or contingent, arising under contract, (including an indemnity), tort (including negligence), under statute or otherwise;

Commercial Credit has the meaning given in Section 6 of the Privacy Act;

Complaints Handling Process means the process as per the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018* that we will follow in an effort to resolve your complaint, and which is available on our website.

Consequential Loss means loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss, loss of data, loss of value of equipment (other than cost of repair), loss of opportunity or expectation loss and any increased operating costs suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute, any other form of consequential, special, indirect, punitive or exemplary loss or damages and any third party loss;

Consumer Guarantee means a guarantee referred to in clause 13.3, as more fully described in the Australian Consumer Law;

Credit Reporting Agency has the meaning given in Section 6 of the Privacy Act;

Critical Information Summary (CIS) means the document forming part of the Agreement describing the Service and setting out specific terms and conditions for that Service;

Customer means the current account holder of a Service. An adult must co-sign this Agreement as guarantor if a customer is under the age of 18.

Customer equipment means any equipment or facility in your possession, ownership or control, other than Service equipment;

Direct Debit Service Agreement means the terms and conditions under which we are authorised to debit funds from your bank (or other financial institution) account for payment of fees, a copy of which is on our website;

Due Date, unless otherwise agreed, means 10 business days after an invoice is issued or if relevant, the date otherwise specified on an invoice as the due date for payment;

Early Termination Fee means the fee payable (if any) as per clause 4.4;

Equipment unless otherwise specified, means Service equipment or Purchased equipment;

Facilities has the meaning given in the Telecommunications Act;

Fee(s) means a charge payable for a Service as set out in your Application or the relevant Critical Information Summary and any other amount payable by you as per the terms of our Agreement;

Fixed Term means the minimum period for which you have agreed to acquire a Service. If no Fixed Term is specified, the Service will be supplied on a month-to-month basis.

Force Majeure Event means an event that is beyond our reasonable control, including acts of God, natural disasters, fire, lightning, explosions, flood, subsidence, epidemic, insurrection, civil disorder or military operations, war, terrorism, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, strikes, lockouts or other industrial disputes of any kind, or an act or omission of any government agency or an act or omission of any third party (including any Third party supplier) where the act or omission is caused by an event or circumstance outside that third party's reasonable control (including any of the things mentioned in this definition);

General Terms means the terms and conditions set out in this document;

Government Agency means any Commonwealth, State or local or foreign government, government authority or semi-government authority (including a judicial body) that has legal power to require another person to act or not act in a particular way or to authorise a particular act, including a minister responsible for administering Part XIB or XIC of the *Competition and Consumer Act 2010* (Cth) or the Telecommunications Act, the ACMA, the Telecommunications Industry Ombudsman or the Australian Competition and Consumer Commission;

GST has the meaning given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Interest means interest at the rate prescribed by the *Penalty Interest Rates Act 1983*

(VIC) plus 2% calculated daily and compounded monthly;

Internet means the worldwide connection of communications networks that, amongst other things, allows users to transmit emails, access information and transfer data;

Interruption means a delay in supplying, a failure to supply or an error or defect in the supply of a Service;

IPND means Integrated Public Number Database;

Law means Commonwealth, State, or local legislation, judicial, administrative, or regulatory decrees, judgments, awards, standards or orders, binding industry codes and all common laws and equity;

Our Network means the infrastructure used and/or maintained by us or our Third party suppliers to provide you with your Service. Our Network does not include the communications and computer networks that make up the Internet;

Payment Assistance Policy means our policy available on our website as per the *Telecommunications (Financial Hardship) Industry Standard 2024*;

Personal Information means any information or document referred to in section 276(1) of the Telecommunications Act and any personal information within the meaning given in section 6 of the Privacy Act;

PPSA means the *Personal Property Securities Act 2009* (Cth);

Privacy Act means the *Privacy Act 1988* (Cth);

Purchased equipment means equipment you buy from us;

Residential Customer means a customer that acquires a telecommunications product for the primary purpose of personal or domestic use and not for resale;

Service means the service requested by you in your application and as described in the applicable CIS, including any related goods and ancillary services provided to you by us in connection with that service;

Service Cancellation Fee means the Fee payable (if any) in accordance with clause 12.2, calculated in accordance with your application or the relevant CIS;

Service equipment has the meaning given in clause 10.1;

Service Restriction means a restriction being placed on the speed or capability of your Service;

Small Business Customer means a customer with a business ABN acquiring standard plan services rather than quoted or tailored services;

Spam means unsolicited electronic messages that are prohibited by the *Spam Act 2003* (Cth);

Splice Internet means Splice Internet Pty Ltd ACN 682 918 083;

Telecommunications Act means the *Telecommunications Act 1997* (Cth);

Third party supplier means a third party from whom we acquire services or from whom our supplier acquires services that are used in or form all or part of the Service we provide to you;

Website means www.splice.au;

we, our or us means Splice Internet;

you or your means the current account holder for the Service.

2.2 Interpretation

Unless our Agreement states otherwise:

- (a) a reference to a person includes a reference to a corporation, an association, joint venture, an unincorporated body, partnership, government or local authority or agency or other entity;
- (b) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any gender includes a reference to all other genders;
- (e) a reference to any Law or to any provision of any Law includes a reference to any modification or re-enactment of or any provisions substituted for such Law or provisions;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) an agreement, representation or warranty made in favour of two or more

persons is made for the benefit of them jointly and for each of them severally;

- (h) a reference to a recital, clause, paragraph, schedule or annexure is to a recital, clause or paragraph of, or schedule or annexure to, these General Terms, and a reference to these General Terms includes any schedule or annexure;
- (i) a reference to dollars and \$ is to Australian currency;
- (j) headings are inserted for convenience only and do not affect the interpretation of the agreement; and
- (k) specifying anything in the agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless we expressly say so.

OUR AGREEMENT TO PROVIDE THE SERVICE

3.1 Start of Agreement

- (a) Our Agreement starts when at our sole discretion we accept your Application and continues until terminated in accordance with our Agreement.
- (b) We decide whether to accept your Application and to supply the Service to you based on a variety of factors including your eligibility for the Service and its availability to you; you meeting our credit requirements; and your prior conduct or history with respect to any previous supply by us or a reseller of any goods or service to you.

3.2 Application of General Terms

These General Terms do not apply to the extent that we have agreed on different terms with you. In particular, your Application and the CIS applying to your Service may provide different terms. For example, you may be required to receive the Service from us for a minimum or Fixed Term that is greater than a month-to-month period. In such circumstances, your Application or the applicable CIS will state the specific terms that apply.

3.3 Changing our Agreement

- (a) During the term of our Agreement, we may need to change the terms of our Agreement due to circumstances beyond our control, including changes in Law, urgent changes required for security reasons, changes by one of our Third party suppliers of the terms on which they supply services to us or to the functionality or nature of a service or its underlying technology. We are therefore not always able to provide you with ongoing supply of a Service on the same terms and conditions that existed when we first began providing that Service to you.
- (b) As well as changes that we are required to make due to circumstances beyond our control, we may elect to make changes for our own purposes during the term of our Agreement. Any changes we elect to make pursuant to this clause 3.3(b) will take effect for your service as per clauses 3.4 and 3.5.

3.4 Your rights if we change the Agreement

- (a) Subject to the exceptions permitted by clause 3.5, if we make any changes that will be detrimental to you or are required to do so by Law we will give you notice of those changes, including these General Terms, at least 21 days before the date that those changes are to take effect.
- (b) Subject to the exceptions permitted by clause 3.5, if the changes we propose to make will cause more than a minor detriment to you then you may immediately cancel the affected Service without incurring any Early Termination Fee or penalty (provided that we can recover any outstanding Fees incurred up to the date on which our Agreement ends and any outstanding amounts that cover installation costs or Equipment where such Equipment can be used in connection with services provided by another supplier), by giving us notice in writing to that effect within 42 days of the date of the notice referred to in clause 3.4(a).
- (c) If the date on which you give notice to us to cancel the Service as per clause 3.4(b) occurs after the date of the change to our Agreement, the change will not apply to you. If relevant, we will credit you any resulting overpayments after deduction of any amounts owing to us. Upon cancellation of the Service due to a change to our Agreement that has more than a minor detrimental impact on you, the charge for costs of Equipment that we have provided to you and that you have not paid for will be owed by you as a lump sum and payable by the relevant due date.
- (d) You acknowledge and agree that if you do not give notice to us within the 42 day period referred to in clause 3.4(b), you are deemed to have accepted our Agreement as varied.

3.5 Exceptions to obligations if we change the Agreement

You agree that our obligation to give you 21 days' notice of variations and a right to terminate our Agreement in accordance with clause 3.4 does not apply in relation to:

- (a) urgent changes we are required to make by Law, for security reasons or technical reasons necessary to protect the integrity of Our Network;
- (b) the introduction of a new Fee or an increase in an existing Fee due to an additional tax or levy imposed by Law (where it is fair and reasonable for us to pass that on to you);
- (c) the introduction of a new Fee or an increase in existing administrative fees for ancillary services such as credit card transaction fees, provided we have offered you a reasonable alternative at the same or lesser cost to the original Fee; and
- (d) increases in Fees due to increases imposed on us by other suppliers (including Third party suppliers) for:
 - (i) international carriage services (including for voice and data); and
 - (ii) content and premium services (including 1900 prefix services) that we resell to you from a third party, including where we collect Fees from you on behalf of that third party.

Where practicable to do so, we will give you reasonable notice of the changes referred to in this clause 3.5.

3.6 Service Interruptions

Subject to your rights under the Australian Consumer Law, we aim to provide, but cannot guarantee, a Service without Interruptions. You are aware that we may rely on Third party suppliers for supplying the Service to you and that circumstances beyond our control may sometimes cause Interruptions to the Service. Our liability to you for any Interruption to a service is limited as per clause 13.2.

3.7 Maintenance and fault restoration

Subject to your rights under the Australian Consumer Law and to the maximum extent permitted by Law, we are not obliged to restore any fault with a Service that is caused by:

- (a) damage due to causes external to Our Network or Facilities used by us and/or our Third party suppliers to provide the Service (e.g. failure of

Customer equipment, loss of power supply etc.);

- (b) interference (e.g. electrical or other external interference, customer or third parties tampering with Equipment or Facilities);
- (c) a Force Majeure Event; or
- (d) Scheduled maintenance or other planned outages.

3.8 **Technical support**

- (a) We are not responsible for training you how to use the Service. We will provide technical support services as described on our Website.
- (b) We are not responsible for, and may not be able to provide support for, any fault caused by any Customer equipment; the interaction of the Service with third party software packages used by you; the inability to gain wireless connectivity from your wireless access point/router to your computer; or services provided by any third party supplier or carrier (other than our Third party suppliers).

3.9 **Third party suppliers**

- (a) You acknowledge that Third party suppliers are used in the provision of the Service to you. You must not contact any Third party suppliers for any reason in relation to the Service. You acknowledge that if you do contact a Third party supplier without our consent, you will be liable for all costs imposed on us by the Third party supplier as a result of you contacting that Third party supplier directly.
- (b) You accept that Third party suppliers have no liability or obligation to you or other users of your Service and that you and other users of your Service must not make a Claim or commence an action against a Third party supplier that is related to a Service and you indemnify us for any expense, damages or loss we incur as a result of you or a user of your Service doing so.
- (c) We may assign any of our rights under clause 3.9(b) to a Third party supplier.

FEES FOR THE SERVICE

4.1 **Fees**

- (a) You are liable to pay all Fees arising out of the use of the Service, whether that use was by you or any other person with or without your consent.

- (b) Unless expressly stated otherwise, all Fees include GST.
- (c) If a Service is used to access the services of another supplier, you are responsible for paying any amounts imposed on us or you by the other supplier. You indemnify us for such amounts and we may include them on your invoice.

4.2 **Invoicing and payment**

- (a) We will provide an invoice for the Service on the date that your connection becomes active and each month thereafter. If you have a direct debit in place for any Service, your credit card or bank account will be debited on the due date.
- (b) Fees are calculated using data recorded or logged by us that is conclusive evidence of the usage of your Service and Fees payable by you.
- (c) Monthly Fees are billed in advance and if relevant, any applicable usage or excess usage charges are billed in arrears. Any applicable connection Fees and additional hardware will be billed on your first invoice, where possible.
- (d) We may vary invoice frequency upon giving you reasonable notice. All portions of your use of the Service are charged for and unused allocations are not transferable or refundable. We reserve the right to reissue an invoice if any error in the amount shown as owing on the invoice is subsequently discovered.
- (e) We may issue an interim bill if you relocate an existing Service, you change your existing plan; you request a new Service to be connected; you request to be invoiced for any unbilled charges; we have reasonable grounds to believe that you may be a credit risk; or as otherwise agreed with you.
- (f) We will refund or credit any overpayment due to a variation in the Fees or cancellation of a Service. If we have undercharged you, you will be liable for any underpayment.
- (g) Fees must be paid in full by the Due Date by credit card standing authorisation or direct debit. Unless we agree in writing, you must pay the Fees without any set off, counterclaim or deduction. We reserve the right to charge Interest on any unpaid amount from the Due Date until the date of full payment of an invoiced and applicable Interest.

- (h) We may charge you for any fees that we must pay to your or our bank including any declined or dishonoured payment fees that relate to your payment of Fees. If there is any payment discrepancy or disagreement about bank charges applied, you should contact us before your bank and we will try to resolve the issue. If you contact your bank and we incur a bank fee as a result, we reserve the right to pass this fee on to you.
- (i) If your preferred payment method is initially declined, we may continue to attempt to take payment for up to 10 Business Days after the initial Due Date.
- (j) We may use debt recovery services to recover any outstanding Fees, including any administrative Fees. You may be liable for any resulting charges and collection costs, such as legal costs.

4.3 Service restriction for non-payment

Subject to our obligations under Law and our Payment Assistance Policy, we may:

- (a) physically disconnect the Service if Fees or any other amount payable by you remain unpaid 21 days after the Due Date, unless we have received notice from you of a legitimate dispute of those Fees or other amount prior to the Due Date and that dispute remains unresolved; and
- (b) restrict the Service if you fail to pay the outstanding amount in full within 5 Business Days after we give you a notice demanding payment of the Fees, which may also include any administrative Fees.

4.4 Early Termination Fee

You may cancel the Service at any time in accordance with clause 12.1(a). However, if you cancel the Service before the expiry of a Fixed Term, you may be liable to pay an Early Termination Fee.

4.5 Refunds and credits

- (a) If applicable, the set-up Fee is processed upon the start date for your Service and is non-refundable unless we are unable to provision the Service you have requested.
- (b) If your Service is terminated and we owe you money, we may deduct any outstanding Fees on final settlement of your account and state on your final invoice the amount credited to you or the amount you must pay to

us. You may elect to claim a refund for any amount credited on your final invoice or apply the credited amount to another Service that we supply to you by notifying us within 90 days of your receipt of the final invoice.

4.6 Prepayment

- (a) If we have reasonable grounds to believe that you may be a credit risk, we may request advance payment of two months' Fees. You must disclose to us if you are bankrupt at the time of your Application or become bankrupt at any time we supply you a Service.
- (b) We may decline your Application or cancel, restrict or disconnect the Service if you do not provide the prepayment in advance when requested to do so in accordance with clause 4.6(a).
- (c) If we cancel or disconnect all your Services, we will return to you any portion of the prepayment not required to meet outstanding Fees.

4.7 Disputed invoices

- (a) If you dispute an invoice or claim a refund for overpayment of any Fees you should do so within 5 months of the date of the invoice to which the disputed amount or alleged overpayment relates.
- (b) Nothing in this clause 4.7 limits your right to issue proceedings in relation to a disputed invoice or alleged overpayment.

4.8 Cancellation, restriction or disconnection for non-payment

- (a) If we cancel or disconnect the Service for non-payment, you remain liable for all Fees and other liabilities incurred before the date of cancellation or disconnection of the Service.
- (b) If we restrict the Service for non-payment, it will continue to accrue regular monthly charges, therefore you will be liable for all Fees and liabilities incurred before the date of restriction, as well as ongoing charges and Fees until the Service is either paid up to date, cancelled or disconnected.

TRANSFER OF YOUR SERVICE FROM US TO ANOTHER SUPPLIER

5.1 Transfer

If your Service is transferred to another supplier, you remain liable to us for Fees incurred until the date the transfer occurs and you must pay us that amount by the applicable Due Date. The provision of a Service ceases when we transfer your Service to another supplier.

5.2 Invoicing

We will endeavour to invoice you for Fees incurred in relation to Services that you transfer to another supplier within the next billing period. If we subsequently become aware of other Fees or amounts (including fees payable to any other supplier) for those Services up to the date of transfer, or we resolve any dispute so that any liability relating to those Services is quantified and payable by you, then you must pay us all such amounts within 7 days of your receipt of our invoice for them.

5.3 Amounts owing to other suppliers

We will not accept liability for any amounts owing by you to a supplier or other person and you indemnify us against any claim made by a supplier or other person against us in relation to any such amounts.

PERSONAL INFORMATION

6.1 Consent to collection and use

- (a) You consent to us obtaining, using and disclosing your Personal Information for any of the purposes specified in this Agreement. If you do not provide all or part of the Personal Information we request, or you provide us with false Personal Information, we may not be able to provide you with the Service, or we may refuse to provide or limit the provision to you of any Service or credit.
- (b) Upon verifying your request is in good faith, we will provide you with access to Personal Information that we hold about you. If it is not possible to meet your request, we will explain why.

6.2 Use of Personal Information

- (a) You authorise us to collect, use and disclose Personal Information

(including details of your account and information relating to the use of your Service) that we acquire through your use of the Service or you provide to us in connection with supplying the Service to you (including for direct marketing purposes in accordance with clause 6.2(e)) to Third party suppliers, our agents, debt collectors, credit reporting agencies and our contractors and use that information for the purpose of managing your account or as otherwise necessary to fulfil our obligations or rights under our Agreement.

- (b) You acknowledge and agree that we will use your Personal Information:
 - (i) to identify you and to assess your Application;
 - (ii) to supply Services and Equipment to you (including for investigation or resolution of disputes relating to any Services and Equipment provided to you);
 - (iii) to issue you invoices and to collect Fees and any other debts you owe to us;
 - (iv) to prevent fraud or other illegal activity; and
 - (v) any purpose reasonably related to providing Services to you or obtaining payment from you.
- (c) You agree that we may disclose your Personal Information:
 - (i) to other suppliers for the purpose of enabling us to provide Services and Equipment to you;
 - (ii) to a person who provides services to us in connection with Services and Equipment we supply to you (including to our resellers, outsourced installation and repair service companies, outsourced billing companies and debt-recovery agencies);
 - (iii) to credit reporting agencies for the purposes referred to in clauses 6.3 and 6.4;
 - (iv) to other persons for reasons associated with any loyalty program we operate if you choose to be a part of the program;
 - (v) to anyone to that we assign or transfer this Agreement to as per clause 16.2;

- (vi) to Government Agencies, law enforcement authorities and other persons as required by Law, including disclosures to the manager of the IPND; and
 - (vii) to any other person, where you have given us consent to do so.
- (d) We are required by Law to provide your name, address, telephone service number and other public number customer details to the manager of the IPND for the Approved Purposes. Unless you specify otherwise in your Application landline telephone services are recorded as listed numbers and mobile services are recorded as unlisted numbers.

Unlisted service information is marked and controlled by the manager of the IPND to ensure that it is only used for the relevant Approved Purposes, meaning they are not available to the general public via public number directories or directory assistance services. You must notify us of any change to your IPND data and you may request changes to the listing status of your Service by contacting Splice Internet's customer service.

- (e) Unless you ask us not to use your Personal Information for direct marketing purposes, we will use, and disclose your Personal Information to our related bodies corporate, agents, affiliates, franchisees, resellers, equipment suppliers and any other suppliers of products or services with whom we have engaged in a joint initiative, for the purposes of informing you of other products and services offered by us and by any of these other entities. If we are permitted to use your Personal Information for direct marketing purposes, you consent to us sending direct marketing information to you and contacting you for marketing purposes. Please call Splice Internet's customer service if you do not want to receive direct marketing.

6.3 **Consent to credit check**

- (a) Your Personal Information in our possession, whether collected by us from you or obtained from a third party, may be disclosed by us to a credit reporting agency for the purposes that relate to your Service before, during or after the provision of credit to you.
- (b) Personal Information that may be disclosed by us to a credit reporting agency consists of:
 - (i) particulars of your identity such as your name, gender, address and previous addresses, date of birth, name of employer and drivers licence number;

- (ii) details about your application for Commercial Credit;
- (iii) that we are a current credit provider to you;
- (iv) information that, in our opinion, you have committed a serious credit infringement, including:
 - (A) fraudulent conduct which is fraudulent or an intention not to comply with your credit obligations;
 - (B) undisputed invoices being overdue by more than 60 days, where we have started debt collection action against you;
 - (C) dishonoured debits from your bank account or credit card; and
- (v) advice that invoices are no longer overdue in respect of any default listing.

6.4 **Use of credit report**

- (a) You agree that a credit report containing your Personal Information may be given to us by any credit reporting agency for assisting us to assess your creditworthiness or in collecting overdue payments.
- (b) You agree that we may disclose a credit report or other report relating to you and any Personal Information derived from that report, to any other credit provider for assessment by us or the other credit provider of your creditworthiness; collection by us or the other credit provider of payments that are overdue, and exchange of information between us and the other credit provider. Information exchanged can include anything about your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
- (c) You agree that a trade insurer may obtain a credit report about you for the purpose of assessing whether to provide trade insurance to us in relation to your application for Commercial Credit.

6.5 **Compliance**

If you provide us with Personal Information, you must:

- (a) notify us of any changes to Personal Information;
- (b) comply with the Privacy Act and any reasonable direction that we give regarding how to comply with the Privacy Act;
- (c) obtain informed consent from persons whose Personal Information you provide to us that permits us to collect, use, disclose and store that information for the purposes of providing you with Services or as otherwise contemplated by our Agreement;
- (d) notify us of any relevant complaint made by an individual about their Personal Information;
- (e) cooperate with us in the resolution of any complaint alleging a breach of the Privacy Act or related policies and codes;
- (f) keep sufficient records about Personal Information that you collect, store, use and disclose pursuant to our Agreement to enable us to determine whether you are complying with your privacy obligations under our Agreement, and provide us with access to such records at our reasonable request;
- (g) warrant that any Personal Information that you provide to us is complete and accurate and indemnify us against costs relating to any Claim made against us that relates to your failure to comply with your obligations.

YOUR OBLIGATIONS

8.1 Confidential Information

We retain all rights (including intellectual property) in any information we provide to you relating to the Service and equipment that by its nature or the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential (**confidential information**) and you must not disclose our confidential information without our consent.

8.2 Compliance

You are responsible for all use of your Service and must ensure that any person using it does so

in accordance with our Agreement including our or our Third party suppliers' Acceptable Use Policy, Laws and other obligations applicable to the Service.

8.3 **Use of Service**

- (a) In relation to a Service, you must not, nor must you allow anyone else to:
 - (i) engage in denial-of-service attacks, unauthorised access to or control of any other computer or network including by scanning ports on other computers or otherwise probing them for means of access or vulnerabilities;
 - (ii) spread a virus, trojan horse or other harmful action;
 - (iii) breach any Law including Laws regulating content on the Internet or email;
 - (iv) contravene the Privacy Act, or any privacy guidelines; or
 - (v) send Spam or make scam calls.
- (b) If we or a Third party supplier provide you with any software, you will only use it as per its licence terms as notified to you from time to time.
- (c) Except to the extent that we have specifically agreed otherwise, you must not resell the Service, nor establish, maintain or permit multiple concurrent connections to the Service, nor connect the Service to a local area network, unless we advise you the Service supports use of a local area network.
- (d) Except to the extent that we have specifically agreed otherwise, you are solely responsible at your own expense for providing and maintaining the modem and all other Customer equipment and equipment necessary for the Service.
- (e) To the extent permitted by law, you acknowledge and agree that:
 - (i) continuity and speed of access to the internet depends on a wide range of factors, many of which are beyond our control;
 - (ii) we have no control over or responsibility for the accuracy or appropriateness of any information on the internet or any software available on the internet;
 - (iii) if we provide you technical or other support or advice in relation

to any matter which is outside our direct responsibility under this Agreement, we only do so in an effort to assist you and without incurring any liability other than any that cannot be lawfully excluded.

8.3 **Internet security**

You accept that using the Internet involves continually evolving security risks. You accept responsibility for maintaining your own security, keeping up to date on Internet security issues and you acknowledge that we have recommended that you should at least:

- (a) maintain and protect your user identity, email address and password, including keeping passwords secure, including not disclosing passwords, avoiding the use of dictionary words, names or dates, changing passwords regularly, not keeping passwords in writing or storing them on a computer;
- (b) use and keep current anti-virus software and firewalls and not accept or open emails or files from unknown sources;
- (c) restrict access to equipment;
- (d) protect users from unsuitable internet content; and
- (e) notify us immediately of any of any suspected or actual security breach regarding the Service or your confidential password or customer login.

8.4 **Assistance**

For the duration of our Agreement, you will provide us free of charge with all assistance, information, access, facilities and services reasonably required by us to enable us to perform our obligations under our Agreement, including use of Customer equipment and any other telecommunications facilities that you own or control.

USE OF SERVICES

9.1 **Not a CSG service or a Priority Assistance Service**

We do not provide fixed line or standard telephone services, defined as a specified service in the Telecommunications (Customer Service Guarantee) Standard 2023 (the **CSG**), or a Priority Assistance Service (as defined in the Industry Code: Priority Assistance for Life Threatening Medical Conditions). As

such, the CSG's provisioning, fault rectification and appointment time frames, and corresponding compensation obligations do not apply to the Service, and our Service may not be suitable for you if you or another person has a life-threatening medical condition.

9.2 **Interference**

If we consider that your Customer equipment or your use of the Service interferes or may interfere with the efficiency of any network used in the supply of the Service, you must follow our directions or the directions of the relevant network operator on how to remove that interference.

9.3 **Technical regulation**

When using the Service, you must not use equipment that does not comply with technical codes, standards, guidelines, requirements or regulations made by the ACMA, Communications Alliance Ltd or pursuant to any Law.

9.4 **Data retention**

You agree that we, or a Third party supplier, may take any action considered necessary to comply with Laws, or a direction of a regulatory authority or court order, including intercepting communications, monitoring and retaining communications and data relating to your Service or accessed or transmitted from the Service and providing such communications and data to persons authorised by Law.

9.5 **Illegal use**

You must not use or allow any person to use a Service to transmit or publish any material that is defamatory, or in breach of copyright, any obligations of confidentiality or otherwise in breach of any Law. You must indemnify us for any loss we suffer because you breach this clause and we may suspend, restrict or cancel the Service as per clause 12.4(e).

EQUIPMENT WE SUPPLY TO YOU

10.1 **Service equipment**

If we, or a Third party supplier, provide but do not sell equipment (**Service equipment**) to you:

- (a) risk in the Service equipment passes to you on delivery;
- (b) the Service equipment always remains our property unless, in our sole discretion, we deem that title has passed to you;
- (c) you must not register any interest in the Service equipment under the PPSA and agree that we or a Third party supplier may register an interest in the service equipment under the PPSA;
- (d) you will allow us to and, if applicable, will ensure that the owner of the premises allows us to, remove the Service equipment from the premises where it is installed upon expiry or termination of the supply of the Service;
- (e) you will not part with possession of the Service equipment except to us or as directed by us;
- (f) if we are unable to recover the Service equipment, you are liable to pay us its replacement cost;
- (g) you indemnify us against any loss or damage to the Service equipment, except for fair wear and tear;
- (h) you must comply with our reasonable instructions to protect our ownership of the Service equipment, not remove or obscure any identification marks on the Service equipment, and not do anything which might detrimentally affect our ownership of the Service equipment; and
- (i) you agree that we may at any time, replace any of our Service equipment.

10.2 Access

- (a) You will give us prompt access to the Service equipment until it is returned to us, even if your Service has been cancelled. If you do not provide such access as we, or a relevant Third party supplier, reasonably require, we may limit, restrict, cancel or disconnect your Service.
- (b) If you want us to provide a Service that requires installation of any facility, equipment or cabling on your premises whether by us or a Third party supplier, you must allow us or a Third party supplier to access your premises to install the facility, equipment or cabling. If you do not own the premises, you must obtain the owner's permission and you warrant to us that you do have that permission.

- (c) If we or a Third party supplier need access to your premises you must provide us or a Third party supplier with safe access and indemnify us and or a Third party supplier against any claim by the owner or occupier of the premises in relation to our or a Third party supplier's entry onto the premises.

10.3 **Maintenance of Service equipment**

We may suspend Services for a reasonable period of time to perform maintenance of Service equipment. Subject to the urgency of required work, we will endeavour to provide reasonable notice and minimise any interruption to the Services.

10.4 **Interference**

You must ensure that the Service equipment and other facilities or connections used in providing Services, are not altered, maintained, repaired or connected to, or disconnected from, any power source or line except by service personnel approved by us.

10.5 **Electricity**

You will make available and be responsible for payment of, an adequate power supply for the operation of any equipment or Customer equipment used in the provision of Services. If provision of the Service is dependent on the supply of electricity we do not guarantee the supply of the Service where the supply of electricity is either disrupted or discontinued.

EQUIPMENT YOU ACQUIRE FROM US

11.1 **Purchased equipment**

- (a) Risk of loss or damage to the Purchased equipment will pass to you upon delivery.
- (b) Purchased equipment remains our property until we receive full payment from you or we otherwise deem in our sole discretion that title has passed to you.
- (c) Until we receive full payment of the Purchased equipment:
 - (i) you indemnify us against any loss or damage to it, except for fair wear and tear; and

- (ii) you must not remove or obscure any identification marks on it and must comply with our reasonable instructions to protect our ownership and not do anything which might detrimentally affect our ownership of the Purchased equipment.

11.2 **Installation**

Subject to our Agreement, we will install such Services and/or Purchased equipment at a site nominated by you. We may charge you our current fees for installing the Purchased equipment and/or a Service. We will use reasonable endeavours to install the Purchased equipment and/or a Service on or around your requested installation date.

11.3 **Returns and refunds**

Subject to any rights you have in respect of our breach of a Consumer Guarantee, we do not provide refunds for unwanted Purchased equipment. If you require a different model, we allow 7 Business Days from the date you receive the Purchased equipment to return to us at your own cost any Purchased equipment from us. Your account will be credited with the purchase price less a 15% restock fee and you will be charged for the different model. No credit will be applicable on any Purchased equipment returned after the 7 Business Day Period.

RESTRICTION, SUSPENSION AND CANCELLATION OF SERVICES

12.1 **Your rights to cancel or terminate**

- (a) You may cancel a Service by giving us one month's notice in accordance with the process described on our Website. You may be liable to pay an Early Termination Fee in accordance with clause 4.4 if you cancel a Fixed Term Service.
- (b) You may cancel a Service by giving us notice if:
 - (i) you are entitled to do so in accordance with clause 3.4 or clause 14.2;
 - (ii) we are in material breach of our Agreement, which is capable of being remedied, but which we fail to remedy within 30 days of you notifying us of the breach; or

- (iii) we are in material breach of our Agreement and it is something that cannot be remedied, including where there have been prolonged or repeated Interruptions to the Service. This clause does not apply to Interruptions because of:
 - (A) a cancellation, suspension or restriction to the supply of the Service in any of the circumstances listed in clauses 12.3 or 12.4;
 - (B) a system or network outage for an insignificant period;
 - (C) scheduled maintenance of Our Network or of Service equipment;
 - (D) a fault or other event which may reasonably be attributed directly or indirectly to you or your equipment; or
 - (E) your acts or omissions.
- (c) If you cancel a Service for any of the reasons set out in clause 12.1(b):
 - (i) you will not be liable to pay an Early Termination Fee; however you remain liable to pay outstanding Fees incurred up to the date on which our Agreement ends and any outstanding amounts that cover installation costs or equipment where such equipment can be used in connection with services provided by other suppliers; and
 - (ii) you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance for the Service if you follow the process in clause 4.5(b).

12.2 Preparation costs

If you request a Service from us and cancel that request before we provide the service, you may be liable to pay us a service cancellation Fee for our costs incurred in preparing to provide the Service. Any cancellation fees imposed by a Third party supplier will be passed directly on to you.

12.3 Our restriction, suspension and cancellation rights

We may restrict, suspend or cancel a Service:

- (a) if you notify us in accordance with clause 12.1;
- (b) to comply with an order, instruction or request of a Government Agency, an emergency services organisation or any other competent authority, whether such an order, instruction or request is received or reasonably anticipated by us;
- (c) if we are required to do so by Law or to comply with a Law;
- (d) if there is an emergency;
- (e) if the network is being repaired, maintained, modernised or upgraded;
- (f) if a third party, including any Third party supplier, withdraws or suspends a service which means we cannot provide your Service;
- (g) if there is a technical failure, modification or maintenance of the Service provided that we will use reasonable endeavours to resume operation of the Services as soon as practicable;
- (h) if there are reasonable grounds for believing a threat or risk exists to the security or integrity of Our Network or that provision of the Service may cause death, personal injury or damage to property;
- (i) if a Force Majeure Event prevents us from supplying the Service for 30 days; or
- (j) if your Service has not been used or accessed for a continuous period of 24 months.

12.4 Other restriction, suspension or cancellation events

We may restrict, suspend or cancel a Service if:

- (a) you vacate the premises to which we have been supplying a Service to you;
- (b) we are unable to enter the premises to inspect, repair or maintain any equipment or cabling connected with a Service provided to you;
- (c) we have the right to do so in accordance with clause 4.3 for your failure to pay Fees or other amounts including a prepayment required by us in accordance with clause 4.6;
- (d) we have reasonable grounds to suspect fraud or other illegal conduct by

you in applying for the Service;

- (e) you fail to comply with our or our Third party supplier's Acceptable Use Policy;
- (f) you fail to rectify any defect or inadequacy in any Customer equipment or cabling not owned or maintained by us within 30 days of being requested to do so by us;
- (g) your use of the Services interferes with the efficiency of Our Network or a Third party supplier's network and you fail to rectify the situation within 24 hours of being requested to do so by us;
- (h) you do, or allow to be done, anything that we consider may interfere with the operation of any Service;
- (i) you become a carrier or carriage service provider within the meaning of the Telecommunications Act;
- (j) you become bankrupt, insolvent or have a receiver, manager, administrator or liquidator appointed over you or any of your assets;
- (k) we have reasonable grounds for believing you are a credit risk, including:
 - (i) your usage of the Service is unusually high when compared to previous account activity and you fail to respond to notices from us about that usage (but you acknowledge that we are not obliged to monitor usage of a Service, or to suspend, limit or cancel a Service if there is unusual usage, and you remain liable to us for usage of that Service);
 - (ii) you fail to pay an invoice by the Due Date and have a payment history indicating late or dishonoured payments, or failures to pay, or you fail to pay or replenish a security bond as required by clause 12.6(b); or
 - (iii) we become aware of public notices of your pending bankruptcy, winding up or other insolvency events,and we have taken steps we consider reasonable in the circumstances to notify you of the suspension, limitation or cancellation of the Service; or
- (l) you are in material breach of any of the terms or conditions of our Agreement; or
- (m) you abuse or harass our staff or contractors in the conduct of their

duties, or if you threaten to harm, attempt to harm or cause actual harm to our staff, contractors or property.

12.5 Cancellation for convenience

We reserve the right to cancel any Service:

- (a) if there is no Fixed Term specified in your application, at any time by giving you one month's notice;
- (b) if a Fixed Term is specified in your application,
 - (i) at any time after the end of the Fixed Term by giving you one month's notice; or
 - (ii) during the Fixed Term, if we have your consent; or
 - (iii) during the Fixed Term, if we offer to migrate you to a reasonably comparable alternative service for the remainder of the Fixed Term and take reasonable steps to offset any more than minor detrimental effects of the migration caused by differences between the cancelled service and the alternative service we offer;
- (c) if we reasonably determine that it is not technically, commercially or operationally feasible to supply the Service to you, at any time before the Service start date.

12.6 Consequences of cancellation, restriction, suspension or termination

- (a) Subject to our rights in clause (a), if we cancel, restrict or suspend the Service for any of the reasons listed in clause 12.3, we will not charge you a disconnection or reconnection Fee. If your account is terminated because of any of these events, you will be entitled to a refund of the unexpired portion of any amounts you have paid in advance as per clause 4.5(b).
- (b) Without limiting any of our rights under the agreement or at Law, if we cancel, restrict or suspend the Service for any of the reasons listed in clause 12.4, you may be liable to pay a disconnection Fee and, if we agree to reconnect the Service, a reconnection Fee in addition to your liability to pay all other Fees incurred up to the time of cancellation of the Service. In these circumstances, before reconnection of the Service we

may require you to pay a security bond that will be based upon the value of any equipment in your possession that is not fully paid for and our reasonable estimate of the amount necessary to secure our exposure. We may use your security bond to recover any amounts payable by you to us or to compensate us for any loss, liability or expense suffered or incurred by us as result of any breach of the Agreement by you. If we use any of the security bond you must replenish the security bond within 7 days of our request. You are not eligible to earn or accrue interest on the security bond. After deduction of unpaid Fees and other charges, unused portions of the security bond will be reimbursed to you within a reasonable time after termination of all Services that you have with us.

- (c) If we advise you that we are cancelling your Service in accordance with clause 12.5, you will not be liable to pay a disconnection Fee but will be liable to pay all other Fees incurred up to the time we cancel your Service.
- (d) If we suspend or restrict a Service because of your breach of the Agreement, you are liable for Fees arising in respect of the Service during the suspension or restriction.
- (e) On termination of a Service, you must immediately:
 - (i) stop using the Service and any equipment owned by us or any Third party supplier; and
 - (ii) allow us to remove any equipment owned by us or any Third party supplier and any Purchased equipment that you have not fully paid for.
- (f) You remain liable for all Fees payable in respect of Services provided to you up to the time of cancellation or termination.
- (g) If the Agreement has been terminated or cancelled for any reason, subject to our legal obligation to retain communications data we may delete all your data from any storage media. You are solely responsible for backing up your required data.

12.7 Expiration of a Fixed Term or other period

If we have agreed to provide a Service to you for a Fixed Term or any other agreed period and that Fixed Term or other period expires and neither you nor we cancel the service, we will continue to supply the Service to you on a month-to-month basis.

12.8 Reconnection Fees

We may charge you a Fee for the reconnection of a Service, except where the disconnection was caused by our error or our failure to perform our obligations under the Agreement or was the result of any of the events listed in clause 12.3(b) to 12.3(i).

LIABILITY

13.1 Our liability for property damage, personal injury and death

We are liable to you for:

- (a) any loss or damage to your tangible property during installation, repair or maintenance of equipment; and
- (b) personal injury, including illness and disability, or death, that is caused by our fault, negligence or fraud.

13.2 Our liability for Interruptions to the Service

- (a) Subject to subclause (b), we accept liability to you for Interruptions to the Service longer than 48 hours from the time you reported the Interruption to us, with our liability capped at providing you with a pro-rata refund of the relevant Service's Fees payable for the duration of the Interruption. To request this refund you must contact Splice customer service.
- (b) The refund in subclause (a) does not apply:
 - (i) to Interruptions which occur because of:
 - (A) a system or network outage for an insignificant period;
 - (B) scheduled maintenance to Our Network, a Third party supplier's network, our Equipment or Purchased equipment;
 - (C) a cancellation, suspension or restriction to the supply of the Service in accordance with **Clause 12.4**;

- (D) a Force Majeure event;
 - (E) a fault in your equipment, power supply or premises;
 - (F) where we have been unable to gain prompt access to your premises; or
- (ii) if you are separately entitled to receive compensation for the same Interruption as per clause 13.3 or 13.4.

13.3 Consumer guarantees

We agree to provide Services to you subject only to the terms, conditions and warranties contained in the Agreement and non-excludable conditions imposed by Law. For example, if we supply equipment or a Service to you that costs less than a prescribed amount (currently \$100,000) or which, regardless of cost is of a kind ordinarily acquired for personal, domestic or household use, then consumer guarantees require that the service will be provided with due care and skill and that the equipment will be of acceptable quality. Certain remedies are available to you under the Australian Consumer Law if the Service or equipment we supply to you fails to meet the standard required by applicable consumer guarantees.

13.4 Limitation of liability for breach of a consumer guarantee

- (a) Where we are not permitted to exclude our liability for our breach of a consumer guarantee but are permitted to limit our liability for such a breach, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited to:
- (i) if the breach relates to equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
 - (ii) if the breach relates to a service, resupplying the service or payment of the cost of having the service resupplied.
- (b) The limitation of liability in clause 13.4(a) does not apply to:
- (i) a breach of the consumer guarantees relating to clear title, undisclosed securities and undisturbed possession under sections 51 to 53 of Schedule 2 to the *Competition and Consumer Act 2010* (Cth); or
 - (ii) a breach of any consumer guarantee relating to goods or

services of a kind ordinarily acquired for personal, domestic or household use or consumption.

13.5 **Exclusion of liability**

- (a) To the extent permitted by Law, you, we and our Third party suppliers have no liability to each other for any for Consequential Loss, except for loss resulting from our breach of a consumer guarantee.
- (b) To the extent permitted by Law, we and our Third party suppliers have no liability to you or any other person for
 - (i) any loss or damage suffered by you in connection with the Agreement or the Service to the extent that your acts or omissions or any Customer equipment cause or contribute to that loss or damage;
 - (ii) any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and
 - (iii) acts, omissions or defaults of any third party or any person who provides goods or services directly to you for use in connection with a Service.

13.6 **Cancellation of a Service**

Cancellation of a Service or termination or expiry of the Agreement does not affect the provisions of the Agreement concerning limitation of liability and indemnity.

FORCE MAJEURE

14.1 **No liability**

Subject to any non-excludable rights you have under the Australian Consumer Law, we are not liable for, and will not be deemed to be in breach of the Agreement in the event of:

- (a) any delay in installing a Service or rectifying a fault in a Service;
- (b) failure to provide a Service or incorrect operation of any Service;

- (c) Service Interruptions; or
- (d) Our failure to comply with this Agreement,
if it is caused directly or indirectly by a Force Majeure
Event.

14.2 Termination for Force Majeure

If any delay, Interruption or failure to deliver under clause 14.1 continues for more than 30 days after the start of the delay, Interruption or failure to deliver, then either party may terminate the affected Service(s) by notice in writing to the other party.

TELEPHONE NUMBERS AND PUBLIC ADDRESSING IDENTIFIERS

- 15.1 The *Telecommunications Numbering Plan 2015* (Cth) sets out rules for issuing, transferring and changing telephone numbers that you and we must comply with.
- 15.2 In addition to telephone numbers, the Service may use other identifiers such as an IP address or domain name (**Public Addressing Identifiers**). You must comply with the requirements of any regulatory authority or other body which administers Public Addressing Identifiers.
- 15.3 You are entitled to continue to use any telephone number we issue to you, except in circumstances where the Telecommunications Number Plan allows us to recover the number from you.
- 15.4 You acknowledge and agree that:
 - (a) we do not control the allocation of Public Addressing Identifiers;
 - (b) we are not liable to you if we are required to change, withdraw, suspend or re-assign any Public Addressing Identifier as a result of any direction given by a Regulatory Authority or other body which administers Public Addressing Identifiers; and
 - (c) on cancellation of the Service, your right to use a Public Addressing Identifier may cease.

ASSIGNMENT

16.1 Your right to assign

- (a) You may assign your rights and obligations under this Agreement (where those rights are assignable) if you have our prior written consent and the person to whom you are transferring the obligations:
 - (i) provides satisfactory proof of identification,
 - (ii) meets our eligibility criteria for the Service and the Service is available at the person's required location, and
 - (iii) has a satisfactory credit rating.

16.2 Our right to assign or transfer

- (a) You agree that at any time we may assign the rights under, and novate the benefits and obligations of, this Agreement to:
 - (i) our related body corporate, i.e. a company in our corporate group;
 - (ii) a Third party supplier; or
 - (iii) a purchaser of our business or assets; (a **Transferee**)and that the Transferee will assume our liabilities and obligations under this Agreement.
- (b) You will be notified of any transfer of your Service to a Transferee and any resulting rights that you have as per the Telecommunications Consumer Protections Code.
- (c) In addition to our other rights in this clause 16.2, we may assign, transfer or deal with our rights and obligations under this Agreement on terms to which you consent.

GENERAL

17.1 Giving notice to you

We may satisfy any obligation to give you notice by:

- (a) giving the notice to you in person;
- (b) sending the notice by pre-paid post to the address listed in our records for you;
- (c) sending the notice to the email address listed in our records for you. By applying for the Service, you consent to notices being sent to your email address. It is your responsibility to check your emails and to inform us of the most appropriate email address for receipt of notices or if you do not wish to receive notices via email;
- (d) including the information on, in or with an invoice, including by an invoice made available to you online via the Website, provided you have consented to receiving the invoice in that format;
- (e) in the case of pre-paid telecommunications services, by any of the above means or by making the notice available to you by means such as through our Website, and informing you how you can obtain the notice by means of a recorded message or text message or in writing; or
- (f) to the extent permitted by the terms of the Agreement and any other applicable Law, by publishing a notice in a daily newspaper circulating generally in the region or capital city of the State or Territory in which you ordinarily reside or carry on business.

17.2 Complaints

In accordance with our Complaints Handling Process, we will attempt to resolve any complaint by agreement or consultation with you and request that you contact us on 1800 775 423 (1800 SPLICE) or support@splice.au in the first instance.

If a dispute remains unresolved, you may have rights under the Telecommunications Industry Ombudsman (TIO) scheme. For further information go to www.tio.com.au or call the TIO on 1800 062 058 or (TTY) 1800 675 692.

17.3 Intellectual property

You do not own or have any legal interest in any of our intellectual property or in any telephone number, IP address, domain name, personal identification number or other locator or identifier issued by us to you.

17.4 Authority

- (a) If you have a business Service, you agree that if we need your consent to undertake certain actions then, provided we act in good faith, we may rely upon the authority of any of your employees who tell us that they are authorised to provide that consent on your behalf.
- (b) For residential Services, you must inform us if you want another person to have authority to access or make changes to your Service or account. Subject to our rights and obligations in clause 6.1, we will not let another person access your account unless we have received your authority to do so.

17.5 Governing law

- (a) This agreement is governed by the Laws of Victoria.
- (b) You and we submit to the exclusive jurisdiction of the courts of Victoria.

17.6 Subcontractors

We may subcontract any of our obligations under this Agreement.

17.7 No waiver

No failure to exercise, or any delay in exercising, any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

17.8 Survival

Any provision of the Agreement which by its nature is intended to survive termination or expiry of the Agreement, including without limitation any exclusion or limitation of liability or indemnity in the Agreement, will survive termination or expiry of the Agreement for any reason.

17.9 Severability of provisions

Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That

Standard Form of Agreement

does not invalidate the remaining provisions of the Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.