



TOB

CUSTOMER TERMS OF BUSINESS

V4 Telecom Pty Ltd

Version: May 2018

PART A – DEFINITIONS AND INTERPRETATIONS

1. Definitions

ACL means Australian Consumer law as set out in Schedule 2 of the Competition and Consumer Act 2010 (previously known as the Trade Practices Act 1974 (TPA));

Act means Telecommunications Act 1997;

Agreement means this V4 Telecom's Standard Form of Agreement under section 479 of the Act (maybe also referred to as "Terms of Business", "Terms");

Business Day means means any day excluding Saturday, Sunday, a public holiday in Victoria and/or a Commonwealth public holiday;

Charges means the tariff or fee which V4 Telecom levies for the provision of a telecommunications product or a related transaction as defined in this Agreement;

Numbering Plan means plan for your number which sets out rules for issuing, transferring and changing telephone numbers;

Plan means plans as defined this Agreement or as otherwise agreed between the parties;

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

Service or Services means in connection with your Plan and as defined in this Agreement;

V4 Telecom means V4 Telecom Pty Ltd ABN 60 874 935 138 ("we", "us");

2. Interpretation

In this Agreement:

(a) references to a person include an individual, firm or a body, whether incorporated or unincorporated;

(b) clause headings are for references only and shall not form part of this Agreement nor used in the interpretation of this Agreement;

(c) if the time of doing an act or thing under this Agreement falls on a day which is not a Business Day, then the time of doing that act or thing shall be deemed to be the next Business Day;

(d) words in the singular include the plural and vice versa in accordance with the context of which that word is used;

(e) words importing a gender include other genders;

(f) a reference to a clause is a reference to a clause in this Agreement;

- (g) a reference to any of the words 'include', 'includes' and 'including' is to be read as if followed by the words "without limitation";
- (h) a reference to a statute, ordinance, code or law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of any of them;
- (i) a reference to any party include that party's executors, administrators, substitutes, successors and permitted assigns; and
- (j) each party has participated in the negotiating and drafting of this document and in the event of ambiguity or a question of interpretation arising, this Agreement is to be construed as if the Agreement was drafted jointly.

PART B – CUSTOMER CONTRACTS

3. Your Customer Contract

3.1. We supply you Services under a Customer Contract or Contract that includes:

- 3.1.1. this Agreement;
- 3.1.2. any Service Terms for the Service;
- 3.1.3. New Account Authority Form; and/or
- 3.1.4. New Customer Authority; and
- 3.1.5. Guarantee and Indemnity.

4. Plans

4.1. Many Services are available under different Plans, each with its own features, entitlements, contract period, Charges and special conditions, additional fees & charges.

4.2. Your Contract also includes the terms of any Plan you select.

5. Periodic Entitlements

5.1. A Plan may include the right to use a certain amount of a Service during a certain period eg. An Internet Plan might let you download 100 gigabytes of data each month at no extra cost. eg. An Unlimited lan might let you make 1000 local calls each month at no extra cost. We call these Periodic Entitlements.

5.2. Unused Periodic Entitlements do not carry forward and are not redeemable for cash or other credit.

5.3. If you exceed your Periodic Entitlement, extra Charges may apply or a Service may be limited in some way. Your Plan will give exact details on our web www.v4.net.au or is available upon request by emailing billing@v4.net.au.

6. Acceptable Use Policies

6.1. We may publish an Acceptable Use Policy for a Service or Plan.

6.2. An Acceptable Use Policy will be directed against abusive, antisocial, illegal and/or grossly unreasonable use of a Service compared to your monthly average over the last 6 months.

6.3. You must comply with an applicable Acceptable Use Policy. For additional information regarding our Acceptable Use Policies, please visit <http://www.v4.net.au> or alternatively to obtain a copy of the applicable policy – write to our Customer Information and Compliance Officer at V4 Telecom, PO Box 6045, South Yarra, Victoria 3141.

7. Legal Compliance Policies

7.1. We may publish a policy directed to ensuring that the use of a Service complies with all laws.

7.2. You must comply with such a policy.

8. Partner Requirements – General

8.1. Telecommunications services, including many of our Services, are commonly provided by means of Partner Facilities, provided by third party Partners.

8.2. Partners often have their own Partner Requirements for the use of their Facilities and we may only be permitted to provide Service to you subject to such Partner Requirements.

8.3. You must comply with applicable Partner Requirements we notify.

8.4. If you are an ACL Consumer and if a new or amended Partner Requirement is materially detrimental to you, you may have Walk Away Rights.

9. Fixed terms

9.1. A Plan may specify a particular, fixed or minimum term. If it does:

9.1.1. A Contract for the Plan is a contract for at least that specified term. Our minimum term is

24 months unless specified.

9.1.2. Either you or we can terminate the Contract as at the end of that specified term, by giving 30 days termination notice.

9.1.3. If neither of us gives a termination notice, it becomes month-to-month after the specified term.

10. Bundled Equipment

10.1. Under some of our Plans, you will be supplied with Equipment (eg a mobile SIM Card or modem) without paying its full purchase price on delivery (Bundled Equipment).

10.2. Bundled Equipment may be:

10.2.1. Free – in which case we absorb its full cost;

10.2.2. Upfront – where you pay the full upfront fee post completion of Order;

10.2.3. Amortized – in which case you pay \$0 up-front and we recoup the cost from you as part of Charges over a minimum term; or

10.2.4. Subsidized – in which case we absorb part of the cost and pass the balance on to you, either by cash or amortized payment.

10.3. Clause 29(c) explains when ownership of Bundled Equipment passes to you.

11. Telecommunications Consumer Protections (TCP) Code

11.1. The TCP Code applies to consumer and some business customers, called TCP Customers in our Customer Terms. Refer to the Dictionary for the detailed definition.

11.2. A term or note in our Customer Terms headed TCP Customers applies to you if you are a TCP Customer, but not otherwise.

12. Australian Consumer law

12.1. Some provisions of the ACL apply to individuals who enter Consumer Contracts (as defined in the ACL). We call those persons ACL Consumers in our Customer Terms.

12.2. A term or note in our Customer Terms headed ACL Consumers applies to you if you are an ACL Consumer, but not otherwise.

13. ACL Consumers and Unfair Contract Terms

13.1. Our Customer Terms apply to a wide variety of customers and circumstances, and must reasonably protect our interests across that wide variety.

13.2. If you are an ACL Consumer, and a term of your Contract would (except for this clause) be unfair (within the meaning of section 24 of the ACL) we will not apply or rely on that term without also taking steps to appropriately mitigate any unfairness.

13.3. Those steps will be tailored to the particular situation, but may include eg. offering you Walk Away Rights and a reasonable period to exercise them.

14. Consumer Guarantees

14.1. Under the ACL, consumers have the benefit of certain Consumer Guarantees that cannot be excluded.

14.2. Your Contract never operates to exclude the Consumer Guarantees (where they apply) or to limit your remedies for breach of them (in a way not permitted by law).

PART C – GENERAL TERMS

15. Application for Service

15.1. You must comply with any application form or process we specify.

15.2. All information you provide in connection with an application must be true, correct, complete and not misleading.

16. Offer Validity

16.1. Any offer, financial or otherwise in nature is no longer valid & V4 Telecom Pty Ltd, its officers & Directors aren't liable to honour it if signed paperwork isn't received, accepted by our finance partner & approved internally by V4 as an Account within 14 days from when the offer was originally made. Such an offer must be in writing to a Customer.

16.2. V4 Telecom Pty Ltd, its Officers, & Directors aren't to be held liable for an financial or any other offer or claim or a statement alluding to such made by an inactive or active

employee of V4 if it hasn't been accompanied by prior consent in writing by a Company Director within V4 Telecom Pty Ltd.

17. Processing an application

17.1. We do not have to accept an application.

17.2. Before we confirm that we can and will provide Service, if you take any step (e.g. terminating a service from another supplier) on the assumption we can or will do so, you indemnify in favor of V4 Telecom as a part of accepting the order & our Terms of Business on any consequential loss arising out of loss of services.

17.3. In processing your application, we may make any relevant enquiries, including obtaining credit information in accordance with clause 60.

18. Relevant dates

18.1. The date when you make an application or sign up via E-Sign/Docu-Sign is the Application Date.

18.2. The date when we confirm that we can and will provide Service post submission of order which is usually the date of sign up is the Contract Start Date.

18.3. The date when we notify you that Service is available for use (or the date you first use the Service, if that is earlier) is the Service Start Date or Live Date.

19. Providing Service

19.1. We will commence Service as soon as reasonably practicable after the Contract Date, and we may commence billing you as soon as the service is provisioned.

19.2. We may provide Service using Our Facilities and/or third party Partner Facilities, as we decide from time to time. Together, we call those Facilities our Network.

20. Use of Service by others

20.1. Unless we appoint you in writing as a reseller or wholesale customer, you must not share, resell or resupply a Service for remuneration or reward.

20.2. A person who makes use of a Service with your consent or from your premises or using your equipment or log-in credentials is your End User.

20.3. The acts and missions of your End Users with respect to a Service are deemed to be your acts and omissions.

20.4. You must ensure that your End Users do not do (or omit to do) anything that would breach your Customer Contract if done (or not done) by you.

21. Using a Service

21.1. When using a Service, you must comply with:

21.1.1. your Customer Contract (including any applicable Acceptable Use Policy); and

21.1.2. any applicable laws.

21.2. You must not use a Service:

21.2.1. in breach of any law;

21.2.2. to breach the rights of any person;

21.2.3. to copy, download, supply to anyone else or communicate to the public copyright material without permission;

21.2.4. to create, transmit or communicate communications which are defamatory, obscene, pornographic, discriminatory, offensive, in breach of confidence, illegal or which bring us or any of our Partners into disrepute;

21.2.5. to host or transmit content which contains viruses or other harmful code or data designed to interrupt, damage, destroy or limit the functionality of any software, hardware or computer or communications equipment;

21.2.6. to send, allow to be sent, or assist in the sending of Spam, to use or distribute email

harvesting software, or otherwise breach the Spam Act;

21.2.7. in a way that is misleading or deceptive, where that is contrary to law;

21.2.8. in a way that results, or could result, in damage to property or injury to any person;
or

21.2.9. in any way that damages or interferes with our Services to other customers, our Partners or any Facilities or exposes us to liability.

22. Telephone numbers

22.1. In connection with a Service, you may be allocated with telephone numbers.

22.2. We must comply with the Numbering Plan.

22.3. You have no claim against us arising from anything we do in compliance with the Numbering Plan, including changing or withdrawing a previously allocated number.

22.4. You must not knowingly and deliberately:

22.4.1. do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it; or

22.4.2. relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the law permits.

22.5. You do not own any number allocated to you, and (except where law permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Contract ends.

23. IP addresses, email addresses and domain names

23.1. In connection with a Service, you may be allocated IP addresses, email addresses, User Names for new Internet Orders, domain names or Internet identifiers.

23.2. These Internet identifiers are licensed, controlled and administered not by us but by independent authorities. These authorities make, and may change, their own rules and regulations that bind you and us.

23.3. We are not responsible for anything done, or required to be done, by these authorities.

23.4. You do not own any Internet identifier allocated to you, and (except where rules of the relevant authority permit you to transfer an Internet identifier to another service provider) you have no right to retain them when your Contract ends.

234. Dynamic IP addresses

24.1. Unless your Internet Service specifies that we shall provide you with a static (ie non-changing) IP address, we generally provide it using dynamic IP addresses (that change periodically).

24.2. The periodic changing of dynamic IP addresses is normal network behavior and not a fault.

24.3. It may be difficult or impossible to operate an Internet server (e.g. a mail server or a web server) using an Internet Service with a dynamic IP address. If you intend to operate such a server you should use an Internet Service with a static IP address.

25. Personal Property Securities Act

25.1. In this clause:

(a) Equipment means the:

i. Equipment rented or loaned to you – at all times;

ii. for Bundled Equipment – until completion of the minimum term; and

iii. for any other Equipment – until full payment has been made – each a Security Period.

(b) words and phrases that have defined meanings in the PPSA have the same meaning as in the PPSA unless the context indicates otherwise.

25.2. Consent to registration

25.2.1. The Customer consents to the V4 Telecom perfecting any security interest that it considers this document provides for by registration under the PPSA. The Customer agrees to do anything the V4 Telecom reasonably asks to ensure that the security interest:

25.2.1.1. is enforceable, perfected and otherwise effective; and

25.2.1.2. has priority over all other security interests.

25.3. Waiver of notices and information requests

25.3.1. To the extent the law permits, the Customer waives its right to receive any notice (including notice of a verification statement) that is required by the PPSA. However, this does not prevent the V4 Telecom from giving a notice under the PPSA.

25.3.2. The Customer agrees not to exercise its rights to make any request of the V4 Telecom under section 275 of the PPSA. However this does not limit the Customer's rights to request information other than under section 275.

25.4. Enforcement of security interest

25.4.1. To the extent the law permits, the V4 Telecom need not comply with, and the Customer may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of.

25.4.2. If the V4 Telecom exercises a right, power or remedy in connection with this document or a security interest that it provides for, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the V4 Telecom states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

25.5. Dealings with Equipment

25.5.1. The Customer must not do any of the following in relation to any of the Equipment.

25.5.1.1. create or allow any interest in, or dispose or part with possession of, the Equipment;

25.5.1.2. allow the Equipment to be taken outside Australia;

25.5.1.3. allow the Equipment to become an accession to or commingled with any other property.

25.5.2. The Customer must notify the V4 Telecom if anything mentioned in subclause (a) occurs immediately upon becoming aware of it.

25.6. Changes in Customer's details

25.6.1. The Customer must notify the V4 Telecom at least 14 days before it does any of the following:

25.6.1.1. changes its name;

25.6.1.2. changes its place of registration or incorporation;

25.6.1.3. changes or applies for an ACN, ABN, ARBN or ARSN under which an interest in any of the Equipment is or will be held;

25.6.1.4. the Customer must notify the V4 Telecom if anything mentioned in clause (a) occurs immediately upon becoming aware of it.

26. Substituted Equipment

26.1. On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the advertised Equipment.

26.2. On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may supply substitute or modified Equipment that is more suitable.

27. Delivery of Equipment

27.1. We will try to deliver Equipment to you on the delivery date (Delivery Date) and at the address (Site) indicated on your Application during normal business hours in that area.

27.2. Variations at your request to Delivery Date or Site:

27.2.1. are at our discretion;

27.2.2. may be subject to conditions, including extra Charges.

28. Installation Charges

28.1. We will charge you installation Charges upfront or for any new service upfront or relocation of services to a new premise as stated (or indicated by) in your Contract.

28.2. We will try to inform you in advance of any installation fees that may be charged by our Partners.

28.3. If we find that installation will be costlier because of factors beyond our reasonable control, we may decline to proceed with installation unless you agree to revised Charges.

29. TCP Customers and Authorized Representatives

29.1. If you are a TCP Customer, you can appoint an Authorised Representative to act on your behalf if you require.

29.2. To be effective, we require that any such appointment:

29.2.1. is in writing;

29.2.2. is signed by you (unless you are incapable of signing, in which case we shall work out a feasible and mutually acceptable alternative with you);

29.2.3. is verified by you in person or by telephone, including reasonable evidence of your identity (unless you are incapable of communicating with us in person or by telephone, in which case we shall work out a feasible and mutually acceptable alternative with you); and

29.2.4. states any limitations on the authority of your Authorised Representative (eg time limit; limit on access to your account or personal information; limit on authority to incur expense on your behalf).

29.3. If your appointment does not state any limitations, your Authorised Representative has the power to act on your behalf as if they are you.

29.4. If your appointment states any limitations, your Authorised Representative has powers, including access to your information, in accordance with your appointment and those limitations.

30. TCP Customers and Advocates

30.1. You can use an Advocate to communicate with us if you require.

30.2. We presume that an Advocate is not authorised to establish or make changes to your account or Services, unless the Advocate is also your Authorised Representative under clause 38.

30.3. A person acting as your Advocate has no power to act on your behalf and has no access to your information without you being present and agreeing to such action.

31. Rights and remedies for PDH goods and services

31.1. Important consumer information: Full details of the consumer rights and remedies referred to in clauses 40 and 41 can be obtained from the Australian Competition and Consumer Commission (ACCC) at www.accc.gov.au or from a local consumer protection agency.

31.1.1. section 130 (notice of disposal to the extent it requires us to give a notice to you);

31.1.2. section 132(3)(d) (contents of statement of account after disposal);

31.1.3. section 132(4) (statement of account if no disposal);

31.1.4. section 135 (notice of retention);

31.1.5. section 142 (redemption of collateral); and

31.1.5.1. (a) If we supply you with goods or services of a kind ordinarily acquired for personal, domestic or household (PDH) use or consumption you have important rights under the Australian Consumer law (ACL) including consumer guarantees and remedies. Nothing in your Contract limits those rights and remedies in any way.

31.1.5.2. (b) If we supply you with PDH Goods or Services, and you are told they come with a manufacturer's warranty or one year product assurance or similar, those rights are in addition to, and not instead of, your rights under the ACL.

32. Rights and remedies for non-PDH goods costing no more than \$40,000

32.1. If we supply you with goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and cost no more than \$40,000 you have important rights under the ACL including consumer guarantees and remedies but:

32.1.1. in relation to these goods, our liability for failure to comply with a consumer guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:

32.1.1.1. replacing the goods or supplying equivalent ones;

32.1.1.2. repairing the goods;

32.1.1.3. paying the cost of replacing the goods or of acquiring equivalent ones; or

32.1.1.4. paying the cost of having the goods repaired; and

32.1.2. in relation to these services, our liability for failure to comply with a consumer guarantee is limited to:

32.1.2.1. supplying the services again; or

32.1.2.2. paying the cost of having the services supplied again.

32.1.3. If we supply you with non-PDH Goods or Services that cost no more than \$40,000, and you are told they come with a manufacturer's warranty or one year product assurance" or similar, those rights are in addition to, and not instead of, your rights under the ACL.

33. Your liability to us – General

33.1. You must pay us all Charges and other amounts due under your Contract.

33.2. TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation including any costs that are coming from our external debt collectors which is payable from your end towards the total outstanding.

33.3. You indemnify us for any loss or damage we suffer in connection with any claim made against us by a third party arising out of or in relation to your use of Services or Equipment.

33.4. Your obligations under this clause survive termination of your Contract. If our suppliers or the wholesale Partner insists on a variation to a term of our agreement with it (either during the term of the agreement, or on a renewal or extension or renegotiation), and

33.4.1. we believe in good faith and on reasonable grounds that the Partner has required or will require its wholesale customers or resellers generally to accept a term to the same or similar effect as the varied term; and

33.4.2. that variation gives rise to a variation of your Contract – then:

33.4.2.1. we will give you notice of the variation; but

33.4.2.2. we will not give you Walk Away Rights.

33.5. Other variations in any other case:

33.5.1. We will give you notice of the variation.

33.5.2. We will also offer you the right to terminate your Contract within 14 days of the date of the notice without incurring charges other than:

33.5.2.1. usage or network access charges to the date your Contract ends;

33.5.2.2. outstanding amounts for installation of Equipment; and

33.5.2.3. outstanding amounts for Equipment that is compatible with other suppliers services.

34. Your liability to us – legal requests, etc

34.1. This clause applies where we reasonably incur expense as a result of or in connection with:

34.1.1. a police request for information or evidence in relation to you or your use of a Service; or

34.1.2. a Court or other competent authority's direction for provision of information or evidence in relation to you or your use of a Service; or

34.1.3. a demand from a legal practitioner for information or evidence in relation to you or your use of a Service.

34.2. You must reimburse our expenses on request.

35. Your liability to us – (alleged) illegal use, etc

35.1. This clause applies where:

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

35.1.2. (ii) we suffer loss or reasonably incur expense as a result.

35.2. You must make good our loss and reimburse our expenses on request.

36. Maintenance and faults

36.1. Maintenance From time to time, the Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.

36.2. Reporting faults

36.2.1. You may report faults in relation to a Service or the Network by contacting our help line during its operating hours.

36.2.2. Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by equipment which is not part of the Network.

36.2.3. You must not report a fault directly to one of our Partners unless we ask you to do so.

36.2.4. If you report a fault that turns out to be a „false alarm“, or not to relate to the Network, we may make a reasonable charge for our effort and expenses in responding to your report.

36.3. Repairing faults

36.3.1. We will use reasonable efforts to repair faults in Our Facilities within a reasonable period.

36.3.2. We will use reasonable efforts to have our Partners repair faults in Partner Facilities within a reasonable period.

36.3.3. You are responsible for maintaining and repairing your own equipment (except where we supplied it and you have warranty rights in relation to a fault).

36.4. Cost of repairs

36.4.1. If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

37. General power to vary your Contract

37.1. We may vary your Contract from time to time but:

37.1.1. Variations do not have retrospective effect;

37.1.2. If a variation could be reasonably expected to adversely affect you, we shall give you reasonable notice, having regard to:

37.1.2.1. the nature of the variation; and

37.1.2.2. the means by which notice is to be provided; and

37.1.2.3. the length of time remaining before the variation is to occur; and

37.1.2.4. any other matter that is reasonably relevant. ACL Consumers We may both give you notice and offer you Walk Away Rights as explained in clause 50.

38. ACL Consumers and Contract variations

38.1. This clause only applies to ACL Consumers.

38.2. Reminder about ACL Consumers ACL Consumers means individuals who enter certain kinds of contracts. Refer to the Dictionary for the detailed definition.

38.3. Beneficial or minor detrimental impact If a Contract variation will have a beneficial, or only a minor detrimental, impact on you:

38.3.1. we will not give you notice; and

38.3.2. we will not give you Walk Away Rights.

38.4. Variations arising from general amendments of our Partner agreements If:

38.4.1. a Partner supplies a service to us, and

38.4.2. we resupply that service to you (either as an separate service or as part of another service), and

38.4.2.1. at the end of any applicable notice period; or

38.4.2.2. if no notice period applies, immediately.

39. When variations take effect Contract variations take effect:

39.1. at the end of any applicable notice period; or

39.2. if no notice period applies, immediately.

40. Customer transfers

40.1. Transfer to us

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

40.2.1. By making an application for Service, you instruct and authorise us to arrange with your current supplier to transfer the Service to us, and authorise us to act on your behalf with your current supplier to transfer the Services to us.

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

40.2.3. If you transfer a Service to another supplier before the end of any minimum term or fixed term, Early Termination Fees apply – see clause 75.

41. Charges & payment (1): kinds of Charge

41.1. We have various kinds of Charge, including:

41.1.1. installation Charges e.g. for installing Equipment;

41.1.2. set up Charges e.g. a one-off Charge when you start on an Internet Service;

41.1.3. periodic Charges e.g. a fixed monthly Charge for an ADSL Service;

41.1.4. usage Charges e.g. a Charge per call made on a local call Service;

41.1.5. prepaid Charges e.g. a Charge for call credit on a mobile telephone service;

41.1.6. call connection Charges e.g. a Charge incurred when a telephone call connects;

41.1.7. miscellaneous Charges e.g. a Charge for providing a second copy of a bill, and any Charge that an applicable code, regulation, determination or law specifically allows us to make;

41.1.8. third party Charges e.g. an amount we must pay to a Partner to install a second telephone line in your premises:

41.1.9. equipment Charges e.g. the price of a modem we sell to you – and other Charges that we state as part of a Plan.

42. Charges & payment (2): Prices

42.1. Subject to clause 56, our prices are as stated in your Plan.

42.2. Our current prices at any time are referred to as our Price List" inclusive of GST unless specified otherwise.

43. Charges & payment (3): spot priced Services

43.1. We may designate a Service as a spot priced Service.

43.2. Spot priced Services will consist of resupplied or rebilled Services where our buy price or other third party charges can vary with little or no notice.

43.3. International telephone calls and international roaming are spot priced Services.

44. Varying Charges

44.1. We may vary the Charges or add new Charges from time to time in accordance with clauses 49, 50 and 51.

45. Special Promotions

45.1. We may offer Special Promotions to you, on particular terms.

45.2. The particular terms of the Special Promotion will prevail to the extent of any inconsistency with other parts of your Contract.

46. Bundled Plans

46.1. We may offer a group of Services as a package (bundle) for discounted total Charges (compared to the total Charges that would apply if you acquired the same Services not as a bundle). e.g. We might offer bundled „Fixed Voice + Internet Access for \$34 + \$44 = \$78 a month" where our Charges for the individual Services would be \$34 and \$44 a month.

46.2. Each Service in a bundle is subject to a separate but dependant Contract.

46.3. If you stop acquiring any Service in a bundle:

46.3.1. You have broken the bundle; and

46.3.2. We may bill you non-discounted Charges for the remaining Service/s.

47. Credit management (1): Guarantees and security & Credit Reports

47.1. We can make supply of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.

TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you are to acquire.

47.2. If we become entitled to suspend or terminate Service, we may make the resumption of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.

TCP Customers: We will base the requirement for a security on the outcome of a credit assessment conducted in relation to you and the Service you are to acquire.

47.3. We may use a security payment to pay any billed Charge that is overdue, where you have not disputed the Charge.

TCP Customers: Before we access a security payment, we will advise you that it will be accessed within 5 working days and provide you an opportunity to pay within that period.

47.4. Acknowledgment and authority that credit information may be given to a credit reporting agency.

You acknowledge that section 18E(8)(c) of the Privacy Act allows us to give a credit reporting agency certain personal information about you, and you authorise us to do so. The information which may be given to a credit reporting agency is listed by Section 18E(1) of the Privacy Act and includes:

(i) the fact that you have applied for credit, and the amount,

(ii) the fact that we are a credit provider to you,

(iii) payments which become overdue more than 60 days,

(iv) advice that payments are no longer overdue,

(v) in specified circumstances, that in our opinion, you have committed a serious credit infringement,

(vi) that the credit provided to you by us has been discharged.

47.5. Authority for us to obtain certain credit information

If you apply to us for personal or commercial credit, you authorise us:

- (i) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to personal credit provided by us,
- (ii) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us,
- (iii) to obtain a report containing information about your commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by us,
- (iv) to obtain a report from a credit reporting agency and other information in relation to your commercial credit activities.

47.6. Authority to exchange information with other credit providers

In accordance with Section 18N(1)(b) of the Privacy Act, you authorise us to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency, information about your credit arrangements. You acknowledge that this information can include any information about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

You acknowledge that the information may be used for the following purposes:

- (i) to assess your application,
- (ii) to assist you to avoid defaulting on your credit obligations,
- (iii) to notify other credit providers of a default by you,
- (iv) to assess your creditworthiness.

48. Credit management (2): Services you acquire for others

48.1. If you enter a Contract where you will not be the main actual user of the Service (e.g. you arrange an Internet Service for your children):

48.1.1. You are responsible for all use of the Service and all Charges incurred under the Contract.

48.1.2. If you give anyone else sufficient information about your Service (e.g. by giving them your user name, password or other credentials), they may be able:

48.1.2.1. (i) to disconnect Service, and

48.1.2.2. to do anything else that you could do. You should treat all information that allows control of your Service as secret.

48.2. Internet and telephone Services can be used to buy goods and services from third parties. You may be liable for debts incurred to these third parties.

49. When we can bill

49.1. Your Billing Period is the period between bills. Our standard Billing Period is monthly, but reserve the right to vary it.

49.2. We can bill a part-period e.g. to align your Billing Period with monthly billing cycle hence the 1st Invoice always carries more than a months billing. Access Fees of any kind is always billed in advance, Usage in Arrears.

49.3. We may bill for Charges as follows: Type of Charge: Payable:

49.3.1. (i) Set up Charge Immediately Upfront

49.3.2. Periodic Charge 14 days before the start of the period it relates to

49.3.3. Usage Charge End of each Billing Period

- 49.3.4. prepaid Charge when you buy a prepaid Service
- 49.3.5. call connection Charge at the end of each Billing Period
- 49.3.6. miscellaneous Charge at the end of each Billing Period
- 49.3.7. third party Charge immediately
- 49.3.8. Equipment Charge when or before we dispatch the Equipment
- 49.4. In any case, we may bill you for any Service we have already provided.

50. Bills – General

50.1. You agree that you can incur a Charge without us issuing any invoice, statement or Bill.

50.2. You agree that we need not offer payment by mail as a payment method for any Service, including a Standard Telephone Service.

50.3. If we do provide an invoice, statement or bill for a Service, we can send it to you in the same way as any other notice, including via your Account Page.

51. Supplying a bill – TCP Customers

51.1. If you are a TCP Customer, we will supply a Bill to you for each current Billing Period, except where:

51.1.1. you pay by Automatic Direct Debit and the Charges for that Billing Period are for the same fixed amount in each Billing Period – and in that case you and we agree that, although a Charge for that fixed amount will be payable by you, a Bill will not be issued unless the total amount payable in that Bill is more than 10% higher than that fixed amount; or

51.1.2. your Service is Prepaid.

52. Extra Charges for bills, Manual & Administration Fees List

52.1. We may charge you an extra Charge if:

52.1.1. you request non-standard information about your bill or Charges like further Itemization, or

52.1.2. you ask us to deliver a bill by a method that is not the standard method for a Plan.

52.2. If you request a paper bill when that is not the standard method for a Plan, the extra Charge is \$4.99 per bill, or as otherwise notified in our Price List as below for manual & admin fees Manual & Administration Fees List (Monthly inc GST):

a. Paper Billing (POS) \$4.99

b. Bill Reprints (Inform at Customer contact point) \$9.99

c. Non Direct Debit Surcharge (POS) \$10.99

d. Change of Ownership by Company \$49.99

e. Late Payment Fee \$14.99

f. Suspension Fee Payable \$30.99

g. Card Fee AMEX /Diners Card 4% surcharge Fee Payable by Visa /MasterCard 1.8% surcharge Pay By Post / Post Bill Pay \$2.99

h. Cheque Processing Fee \$3.99

i. Direct Debit Dishonored Fee \$27.99

j. Cheque Dishonored Fee \$30.99

k. Bad Credit Security Fee (Refundable) \$99.99(or 1 Month worth Invoice refundable end of contract term)

l. Claim Debt Recovery Costs – External Debt Collection Agency costs billed to outstanding at Actuals

m. B-Pay Payment Fee or Electronic Fund Transfer Payments \$0.00, Post Bill Pay or Pay By Post \$1.99

n. Early Termination Fee per Service Type = Monthly Rental cost multiplied by remaining length of contract.

53. Billing information – TCP Customers

53.1. Requesting information

53.1.1. If you are a TCP Customer and request it, we will provide all Billing information related to your Service (including, if you request it, itemised details of Charges associated with the Service) relating to up to 72 months prior to your request, provided that:

53.1.1.1. for information relating to the 24 months prior to your request:

53.1.1.1.1. we shall provide it through at least one medium (of our choice) free of charge; and

53.1.1.1.2. otherwise we may impose a Charge for providing the information, limited to the cost of the providing it; (b) for information relating to a period between 24 and 72 months prior to your request, we may impose a Charge for providing the information, limited to the cost of the providing it;

53.1.1.1.3. you may request provision of Billing information via other mediums and formats normally available from us and we may impose a Charge for providing the information in that way, limited to the cost of the providing it.

53.2. Electronic Billing data

53.2.1. If you are a TCP Customer and we make information from, or about, a Bill, available in an electronic form, we will offer at least one method of accessing that information that does not involve paying access Charges to us (but to avoid any doubt, this does not prevent us from making any Charge that is authorised by clause 66.1).

53.3. Itemised Billing

53.3.1. for which the Partner is not responsible, or if you contact the Partner directly. You must pay or reimburse all such amounts.

54. Costs of telephone Billing Enquiries

54.1. If we provide access to our billing enquiry point by telephone, you agree that standard call rates apply (including timed charges for national and mobile calls).

55. Out-of-pocket expenses

55.1. We may notify you that, in order to supply a Service, we need to incur some out-of-pocket expense that is not included in other Charges. In that case we will not supply that Service unless you make satisfactory arrangements to pay or reimburse that expense.

55.2. We notify you that a Partner may charge us if you report a fault and there was no such fault, or the fault lies with equipment for which the Partner is not responsible, or if you contact the Partner directly. You must pay or reimburse all such amounts.

56. GST

56.1. In this clause, an expression within a pair of asterisks means the same as in the GST Act.

56.2. Our prices are taken to be GST inclusive unless they are expressed to be „GST exclusive“, „+ GST“ or similar.

56.3. Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any *taxable supply* for which that amount is paid. Otherwise:

56.3.1. The *consideration* payable by you represents the *value* of any *taxable supply* for which payment is to be made.

56.3.2. If we make a *taxable supply* for a *consideration*, which represents its *value*, then you must pay immediately the amount of any GST payable in respect of the *taxable supply*.

56.4. If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an *acquisition* of a *taxable supply* from a third party, the amount you must pay, reimburse or contribute will be the value of the *acquisition* by us less any *input tax credit* to which we are entitled plus, if our recovery from you is a

taxable supply, any GST payable under this clause.

56.5. We may recover any GST payable under this clause in the same manner as our Charges.

57. Late billing

56.1. We may late bill. TCP Customers We shall only do so up to 160 days in arrears.

57.2. Some Charges in a Bill may relate to a previous Billing Period.

57.2.1. 14 days where the information relates to Charges first billed within the last 12 months;

57.2.2. 21 days where the information relates to Charges first billed within 12 to 24 months; and

57.2.3. otherwise – 28 days.

58. When you must pay

58.1. Where a Direct Debit or credit card arrangement applies, we may Extract payment for Charges:

58.1.1. after it is billed (if we issue a Bill for the Service); or

58.1.2. after the end of the current Billing Period (if we do not issue a Bill for the Service).

TCP Customers All Billing information will be accessible before we do so, but you agree that we need not allow 10 working days before Extraction.

58.2. If any Bill is overdue for payment, you must pay that Bill and any other Bill immediately.

58.3. In any other case, you must pay a Bill within 14 days after its Bill Issue Date allowing 3 working days for the payment credit to show up on our system

59. How you can Pay

59.1. If your Plan specifies Direct Debit only (or similar) then:

59.1.1. Direct Debit payment is a precondition to supply of Service to you.

59.1.2. We may suspend Service if Direct Debit arrangements are not maintained and apply dishonor fees starting \$27.99 for failed payments payable with the outstanding.

59.1.3. You must not be the cause to be reversing any Direct Debit payment to us, unless you have our prior written approval. Otherwise, you (ii) include a minimum recovery charge. TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

60. Late payment

60.1. If a Bill is not paid on time:

60.1.1. you are in breach of your Contract, and

60.1.2. we may also charge:

60.1.2.1. a reasonable late fee, and

60.1.2.2. any collection fees and expenses that we incur

60.1.3. Your access to credit terms can be revoked requiring bills to be paid upon receipt.

60.1.4. Your access to POT (Pay on time discount) can be revoked

60.2. TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

61. Late Payment (2) – accounts over 14 days

61.1. If your payment is 14 days or more overdue or we otherwise consider it is reasonable to do so –

61.1.1. we may refer it to an external collections agency;

61.1.2. we notify you that our collection fees and expenses under clause 73(b)(iii) may:

- 61.1.2.1. include the external agency's collection fee and/or
- 61.1.2.2. include a minimum recovery charge.
- 61.1.3. we may disconnect your services and impose any relevant ETF (Early termination Fee) for breach of contract.
- 61.2. TCP Customers: We will not impose Credit Management Charges unless the Charges are a reimbursement of our costs and you are advised of their amount or method of calculation.

62. Early Termination Fees

- 62.1. The amount of an Early Termination Fee that we are entitled to charge is:
 - 62.1.1. Standard and recurring services is always calculated as Monthly Minimum Access Fees X remaining months on the contract term as agreed upon; or
 - 62.1.2. otherwise:
 - 62.1.2.1. if specified in writing different from the above.
 - 62.1.2.2. a reasonable estimate of our lost profit as a result of an early termination.
 - 62.1.2.3. Any V4 Accounts, which also have any finance agreements related to hardware & additional services supplied on such finance agreements, are treated as a separate relationship for you as the Customer in their own right, & any early termination of such finance agreements will always be executed in due accordance with the said provisions in the finance agreement. Should you decide to opt for early termination of your finance agreement, a request in writing can be made for the finance company to indicate the early termination fee costs arising out of the said finance agreement being terminated earlier to its original term.

63. Rights of Assignment

- 63.1. V4 reserves the right of sale on all services supplied by V4 to another competing supplier at any point in time during or after the length of your service or contract term.
- 63.2. Services will still be delivered by the gaining supplier in the similar form as delivered by V4.

64. Billing disputes

- 64.1. Our records of what you owe us are deemed to be right unless you show them to be wrong. ACL Consumers This does not apply to you.
- 64.2. If you dispute a bill, you must pay it on time. We shall credit you if it is later determined that you are entitled to a credit.

TCP Customers We will not take Credit Management action in relation to a disputed amount that is the subject of an unresolved complaint, if we are aware that the complaint has not been resolved to your satisfaction and is being investigated by us, the TIO or a relevant recognised third party but:

- 64.2.1. you must still pay all undisputed portions, and
- 64.2.2. if it is determined that some or all of the disputed portion is payable, you must pay that amount within 5 days.
- 64.3. You may not raise a billing dispute more than 12 months after a bill is issued, and we will not pay any refund or give any credit in respect of a period prior to that.

65. Billing for unauthorised use of your account

- 65.1. You are responsible for, and must pay for, all use of your Service except for unauthorised use that results from our negligence or breach of Consumer Guarantees.

66. Billing agents

- 66.1. We may bill you using a billing agent (which may be another company in our group).

66.2. Payment to our billing agent constitutes payment to us.

66.3. Failure to pay our billing agent constitutes failure to pay us.

67. Calls to Mobiles

67.1. Unless otherwise expressly stated, our prices for usage of mobile phones (eg calls, messaging, data transfers) are always quoted on the basis that:

67.1.1. you are using the phone in Australia, and

67.1.2. any phone you are calling or messaging is in Australia.

67.2. (b) We cannot necessarily know when a mobile telephone is outside its home network.

If it is, extra Charges may apply.

67.2.1. usage or network access charges incurred up to the date on which the Contract ends, and

67.2.2. any other Charge (including an Early Termination Fee) that is specified in the applicable Plan or the Price List.

67.3. Some of our Plans discount, defer or waive normal equipment or installation costs

68. Payment for third party services

68.1. Using a Service may depend on you having goods or services supplied by third parties. For instance:

68.1.1. In order to use a dial up internet Service, you must have a telephone line, and your modem will make calls using it.

68.1.2. In order to use a local call Service, you must have a suitable handset.

68.2. You are solely responsible for the costs of all third party goods and services you acquire.

69. Your cooperation

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

69.2. You acknowledge that, where a Service is a carriage service within the meaning of the Telecommunications Act, we or a Partner may be required:

69.2.1. to intercept communications over the Service, and

69.2.2. monitor usage of the Service and communications over it.

69.3. Telephone calls and emails may be recorded or monitored for training and quality purposes. We also reserve the right to use these recordings to aid the resolution of any disputes that may arise. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation, if we are not paid according to agreed credit terms.

70. Complaints – General (but see clause 83 if you are a TCP Customer)

70.1. If you have any complaints in connection with the Service (including complaints about your invoice), you should contact us first to resolve the complaint via the contact details available on our website.

70.2. We will handle your complaint in accordance with our complaints procedure.

Information on our complaints procedure may be obtained by contacting us.

70.3. You are also entitled to make a complaint to the Telecommunications Industry Ombudsman and possibly to the Consumer Affairs office (however described) in your state. We ask that you notify us before you do so, so that we have the opportunity to try to resolve your complaint at that stage. (d) We may bill you a reasonable complaint handling Charge.

71. TCP Customers and Complaints

71.1. If you are a TCP Customer:

71.1.1. (a) We will handle complaints in accordance with the Complaint Handling Procedure on our website, and the TCP Code.

71.1.2. (b) Our Complaint Handling Process will be free of charge other than for:

71.1.2.1. call costs at local rates or low cost when calling from our network;

71.1.2.2. a costs recovery levy of providing access to information we hold about you that we collected more than 2 years earlier;

71.1.2.3. a costs recovery levy of providing information that is not in the standard form generated by our customer records and billing systems or is equivalent to more than 50 A4 pages.

72. Termination & suspension by us (1) Early termination

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

72.1.1. you fail to pay us any money that is due,

72.1.2. you threaten not to pay us money that you owe us, or will owe us in the future,

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

72.1.4. you are in material breach of your Contract,

72.1.5. you become insolvent,

72.1.6. we reasonably believe that you have vacated your Premises without notice to us,

72.1.7. we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm,

72.1.8. it becomes technically infeasible for us to continue Service,

72.1.9. you use a Service in a way that places unreasonable demands on our Network,

72.1.10. we are unable to obtain access to your Premises as required to provide, maintain or repair the Service,

72.1.11. there is an emergency that warrants it,

72.1.12. you have told us that you no longer require the Service,

72.1.13. if we reasonably suspect fraud or attempted fraud involving the Service,

72.1.14. (n) we become entitled to suspend the Service, and the suspension continues for more than a month,

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

72.1.16. in any other circumstances stated elsewhere in our Customer Terms. We may charge a reconnection Charge of minimum \$30.99 following action under this clause unless it resulted from our mistake.

73. Termination & suspension by us (2): Other events

73.1. We may terminate a Contract or suspend performance of our obligations under the Contract if you die or become bankrupt, insolvent or subject to a winding-up order or similar insolvency event, if we have a reasonable belief that we are unlikely to receive or retain payments for amounts due and payable by you under the Contract.

73.2. We may suspend or restrict the supply Service if there are reasonable grounds for believing:

73.2.1. a serious threat or risk exists to the security or integrity of the Network, or

73.2.2. the provision of the Service may cause death, personal injury or damage to property.

73.3. We may suspend or restrict Service in cases of emergency, including for the provision of support to emergency and other essential services.

73.4. We may terminate a Contract or suspend

74. Permanent Disconnection Fee

74.1. PDF applies only upon permanent disconnection of active services with V4. This does not apply if services move to another Supplier, or when doing a permanent disconnection of NBN type or Business grade DSL type services. NBN or Bus Grade type DSL services always attract an ETF of remaining months times the minimum monthly plan fee payable within 14 days of issue date.

75. Privacy Disclosure

75.1. We respect your privacy

75.1.1. "Personal information" is information we hold which is identifiable as being about you.

75.1.2. We respects your right to privacy and is committed to safeguarding the privacy of our Customers and website visitors. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988.

75.1.3. To assist us in the provision of the Services to you we may need to collect Personal Information about you.

75.1.4. We reserve the right to use your Personal Information in a manner not inconsistent with our obligations under the Privacy Act 1988 or any other Regulatory Requirement and in accordance with our Privacy Policy as varied from time to time.

75.1.5. Our Privacy Policy (found at <https://www.v4.net.au/privacy>) sets out our approach to the management of Personal Information, including how you can seek access to, and correction of, your personal information, how you can make a complaint about privacy and how we will respond. You can contact our Privacy Officer, PO Box 33097, Melbourne Vic 3004.

75.1.6. From time to time we may provide you with promotional material. If you do not wish to receive this material, please let us know.

75.1.7. You may opt out at any time if you no longer wish to receive marketing communications from us by contacting our Privacy Officer.

75.1.8. We may contact you as part of our ongoing quality assurance program within fourteen (14) Business Days of you contracting with us or when you terminate this Agreement with us.

75.1.9. You can request access to the Personal Information we hold about you at any time by writing to us.

75.2. How we collect your personal information

We collect Personal Information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in our Privacy Policy.

75.3. Disclosure of your personal information

75.3.1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in our Privacy Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.

75.3.2. We may from time to time need to disclose Personal Information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.

75.3.3. We may disclose your Personal Information to organisations we engage to assist us with delivering the Service to you, including debt collecting agencies, authorised representatives and government or regulatory authorities.

75.3.4. We also may disclose your Personal Information to a credit reporting agency if you fail to comply with invoice and we have complied with the Credit Reporting Code of Conduct published under the Privacy Act 1988.

75.3.5. Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.

75.3.6. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement

to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.

75.3.7. By providing us with Personal Information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your Personal Information to third parties, we will request that the third party follow our Privacy Policy regarding handling your personal information.

75.4. Security of your personal information

75.4.1. We are committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

75.4.2. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

75.5. Access to your personal information

75.5.1. You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act 1988. A small administrative fee may be payable for the provision of information. If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at our Privacy Officer PO Box 33097, Melbourne Vic 3004.

75.5.2. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act 1988.

75.6. Changes to Privacy Policy

Please be aware that we may change to our Privacy Policy in the future. We may modify our Privacy Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board.

76. General Matters

76.1. Nothing contained or implied in this Agreement will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

76.2. This Agreement is governed by the laws of Victoria, Australia.

76.3. In the event of any dispute arising out of or in relation to the Services, V4 Telecom agrees that the exclusive venue for resolving any dispute shall be in the courts of Australia, situated in Victoria, Australia.

76.4. If a dispute arises out of or relates to the terms of this Agreement either party may not commence any legal proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

76.5. A party to this Agreement claiming a dispute (the 'Dispute') has arisen under the terms of this Agreement, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (the 'Notice').

76.6. On receipt of the Notice by the other party, the parties to this Agreement (the 'Parties') must within seven days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.

76.7. If for any reason whatsoever, 21 days after the date of the Notice, the Dispute has not been resolved the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by BOTH PARTIES or his or her nominee and attend a mediation.

76.8. It is agreed that mediation will be held in Victoria, Australia.

76.9. The Parties are equally liable for the fees and reasonable expenses of a mediation and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

76.10. All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the fullest extent possible, must be treated as "without prejudice" negotiations.

76.11. If thirty (30) days have elapsed after the start of a mediation of the Dispute and Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

76.12. In the event that the Dispute is not resolved at the conclusion of the mediation either party may institute legal proceedings concerning the subject matter of the Dispute thereafter.

76.13. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

76.14. The Customer cannot delegate, assign, novate and/or subcontract any obligations pursuant to this Agreement to any person without the Provider's consent.

75.15. Entire Agreement and Modifications

76.15.1. Both the Customer and V4 Telecom confirm and acknowledge that:

76.15.1.1. this Agreement shall constitute the entire agreement between V4 Telecom and the Customer and shall supersede and override all previous communications, either oral or written, between the parties;

76.15.1.2. no agreement or understanding varying or extending this Agreement shall be binding upon any party unless arising out of the specific provisions of this Agreement; and

76.15.1.3. if for whatever reason there is inconsistency between this Agreement and any other agreement, this Agreement shall prevail.

77. V4 Telecom is committed to providing our customers with excellent customer service. This waiver does not stop you from contacting V4 Telecom in regards to a fault with your service or allow us to avoid doing our best to fix a fault with your service as soon as possible.

77.1. The Telecommunications (Consumer Protection and Service Standards) Act 1999 [the Act] and the Telecommunications (Customer Service Guarantee) Standard 2011 [CSG] cover the supply of standard telephone services and enhanced call handling features and set out timeframes for connection of services, repair of faults and for appointments.

77.2. The CSG standard does not apply to mobile or satellite telephone services, broadband/internet services, customer equipment or customers that have more than five standard telephone services.

77.3. When V4 Telecom supplies a VoIP Service to you we propose that you waive your protection and rights in full.

77.4. You are not obliged to waive your protection and rights however V4 Telecom may choose not to supply the Service to you if you do not agree to waive your protection and rights in full. By waiving your protection and rights you agree that you are not able to make a claim to V4 Telecom for compensation where the standards have not been met.

77.5. The protection and rights you agree to waive include:

77.5.1. Damages for breach of performance standards, as per section 116 of the Act.

77.5.2. Time for payment of damages for breach of performance standards, as per section 117A of the Act.

77.5.3. Right of Contribution, as per section 118A of the Act.

77.5.4. Guaranteed maximum connection periods, as per the CSG.

77.5.5. Guaranteed maximum rectification period, as per the CSG.

77.5.6. Information to be given to Customers, as per the CSG.

77.5.7. Making and Changing Appointments, as per the CSG.

77.6. This waiver takes effect seven days from the date you order an VoIP Service, unless you notify V4 Telecom in writing of your intent not to be bound by this waiver within that timeframe. If you notify V4 Telecom of your intent not to be bound by this waiver V4 Telecom reserves the right not to provide you with the Service.

78. Priority Assistance

Please be aware that V4 services don't offer Priority Assistance on any of our products. If you do need priority assistance as a Home User, please contact Telstra for supply of your services using the below information. Please contact V4 at 1300 843 130 or support@v4.net.au for move of your services to Telstra as a Home User if you are an existing customer to V4, at no early termination costs applied by V4. Our teams will assist you if need be.

How do I apply?

If you are eligible for Priority Assist status, you can apply directly to Telstra by completing the [Priority Assist application form](#) and posting it (no stamp required) to:

- Telstra Priority Assist Team
- Telstra Corporation Limited
- Reply Paid 79633
- Newcastle NSW 2300

You can also email your completed application to priorityassistance@team.telstra.com, or fax it to Telstra at 1800 623 537.

How can I get immediate assistance?

If you need immediate assistance with a fault on your existing line, please call 13 2203.

For immediate help with a new line connection, please call Telstra on 1800 331 286.

79. V4 – LOB (Loss of Business & Compensation) Terms

79.1 A non-working service as per this document doesn't provide for any compensation or financial claims arising out of loss of business, lost sales for you as a Customer or otherwise, & is at best limited to the liability upon V4 Telecom Pty Ltd to credit plan fees for the days the said service didn't work as per defined working service standards, & if V4 Telecom Pty Ltd fails to render a working service beyond 14 working days, in exceptional circumstances, V4 Telecom would release the customer from any ongoing contract for supply of services without an early termination fee being charged.