

STANDARD FORM OF AGREEMENT

GENERAL TERMS



1. Introduction

- a) **Our Terms.** “Our Terms” are the terms and conditions applicable to the supply by us to you of the Services and related equipment and consist of these General Terms, Service Specific Terms, Critical Information Summaries, pricing and fee schedules and the other documents referred to in the General Terms and the Service Specific Terms. Our Terms form our standard form of agreement formulated in accordance with section 479 of the Telecommunications Act.
- b) **Interpretation.** All references to “we”, “us” and “our” are to MyRepublic Pty Ltd ACN 603 909 815.
- c) **Change to Terms.** We may make a change to Our Terms, if the change will not adversely affect you, without giving you prior notice, but by updating Our Terms on our Website. It is your responsibility to be aware of such changes, which will take effect when posted on our Website.
- d) **Change to Terms – Adverse Effect.** We may make a change to Our Terms (including pricing), if the change will adversely affect you, by giving you prior notice in accordance with Our Terms and by updating Our Terms on our Website, but only if:
 - i. the change is required by law or to account for a tax imposed by law;
 - ii. the change is in relation to the cost of international services or international roaming;
 - iii. the change is in relation to a fee or charge for a service ancillary to the supply of a Service provided that, if your Service is subject to a minimum service term, we offer you the right (exercisable within 42 days of the date of the notice) to terminate the Service without paying any early termination fee;
 - iv. the change increases the price of a content or premium service (where the supplier who supplies the content service or premium service to us to

- v. allow supply of your Service increases the price they charge us for the content service or premium service) provided that we allow you to elect to not use (nor incur further charges for) the content or premium service from the date of such election;
- v. the change is as a result of a carrier or network provider varying the agreement we have with it or ceasing to provide or changing a service or network and as a consequence we need to make a change to Our Terms, provided that, if your Service is subject to a minimum service term, we offer you the right (exercisable within 42 days of the date of the notice) to terminate the Service without paying any early termination fee; or
- vi. the change is, in our opinion, reasonably necessary or desirable to take account of any changed circumstances provided that, if your Service is subject to a minimum service term, the change will not apply to you until the minimum service term has expired.

2. Eligibility for Our Services and Acceptance

- a) **Eligibility.** To be eligible for our Services, you must:
 - i. be resident in Australia;
 - ii. be at least eighteen (18) years of age;
 - iii. provide acceptable identification;
 - iv. qualify under our credit policy;
 - v. not have any outstanding accounts with us;
 - vi. not have been a customer who has previously misused our services.
- b) **Acceptance and Term.** We may decline acceptance of your application for service at our discretion. Your minimum service term commences when we accept your application for service and continues

3. Getting our Services

- a) Use of Equipment is Required. All our Services must be accessed via equipment. We will either send you the equipment needed to connect to our Services, or advise you of equipment needed. Unless we agree otherwise, you must obtain and maintain at your own cost all equipment necessary to access our Services. It is your responsibility to purchase the equipment as notified to you. We will not be liable to you for any loss or damage caused by your installation of the equipment.
- b) Equipment from our Recommended Partners. Where we have recommended equipment for use with the Services and you have chosen not to take our recommendation, we cannot guarantee compatibility of the equipment with our Services or provide on-going support. Where equipment is purchased by you from our recommended partners, we are not responsible for such equipment. In the event any equipment you have purchased from our recommended partners is faulty upon arrival, please contact the recommended partner for a replacement.
- c) Use of your Equipment. We are not responsible for your equipment working properly. You are responsible for maintaining any equipment that is relevant to the Services, which you own which includes phones, computers, and gateways. We are not responsible if you are not able to use the Services because your equipment does not work properly, is not compatible with the Service or does not meet the minimum specifications established by us or because of faults in any public communications provider's network. Any equipment which you own and which you connect to the Service must meet with all relevant laws and regulations. We will not be liable in any way for any loss or damage which is caused to your own equipment.
- d) Requirement to Abide by Our Terms. If you comply with Our Terms, we will provide you with the Services. As well as these General Terms, Service Specific Terms also apply, in addition to other legal requirements, as published by us on the MyRepublic Website. These may be updated by us from time to time so please check the MyRepublic

Website regularly. These will apply to your use of the Services so please read through them carefully.

- e) Our Reasonable Skill & Care. In supplying the Services we will always use our reasonable skill and care, and we will always aim to provide you with the best service possible, but are not able to guarantee fault-free performance. Due to the nature of the Internet, we cannot guarantee specific levels of performance for the Internet access. We cannot guarantee that maximum transmission speeds can be obtained at any time. Due to contention on the telecommunications network and other factors outside MyRepublic's control your internet access speed may vary from time to time. In addition the speed and limitations of your equipment may affect the transmission speed that we can provide you. You agree that you will tell us about any fault in the Services by phoning, emailing or writing to our Customer Support team, who will aim to respond as promptly as possible.
- f) Customer Service Monitoring. To make sure we're always giving you best possible service, we may monitor and record phone conversations and online chat you have with our team. We'll use these to shape our training where we can.
- g) Network Monitoring. We reserve the right to monitor and control data volume and/or types of traffic transmitted via Internet access. In the event that your use does not comply with the terms & conditions, or policies, which you can read on our Website, we reserve the right (at our sole discretion) to reduce, suspend or terminate your Internet access. During any time of reduction or suspension, you will remain liable for the payment of your Service charge.
- h) No Priority Assistance. We do not offer priority assistance services (as defined in industry code C609:2007) in relation to any Service.
- i) Numbering. You do not own the telephone numbers or IP addresses we allocate to you, and you have no right to retain or transfer a particular number when the Services end. We may change, withdraw or reset a number in accordance with the Australian

Numbering Plan or our standard operating procedures.

- j) **Our Supplier's Terms.** Our supplier Optus requires us to impose the following terms as part of Our Terms:
- i. Optus is only able to provide a Service if you have passed a service qualification.
 - ii. If the home phone service associated with the Service is cancelled, your broadband charges may be increased.
 - iii. If you are using any equipment other than equipment specified by us, Optus will not supply the Service.
 - iv. Installation and operation of a monitoring service may cause temporary disruption to a Service.
 - v. Where you have acquired, or are acquiring, a monitoring service you may need to install additional equipment (this equipment is not at Optus' cost and Optus has no responsibility for this equipment) to be able to receive the Service. All additional equipment should be installed prior to Optus providing the Service.
 - vi. Optus or its suppliers may at any time change the method of delivery of the Service.
 - vii. During the transfer of the Service to Optus there may be a brief period when the broadband service is interrupted. Optus is not liable for any interruption or delay in the transfer process.
 - viii. You must comply with Optus' Acceptable Use Policy.
 - ix. You must act in accordance with any directions given by Optus.
 - x. Optus or a supplier (which may be referred to as a carrier or supplier) is not liable to you in any circumstances (including in negligence) in relation to any Service supplied to you, any delay in supplying the Service or any failure to supply the Service.
 - xi. Due to technical, operational or commercial constraints, the Service may not be able to be supplied either error free or at all.

- xii. You must provide any other information required by Optus' Operations Manual.

4. Responsible and Acceptable Use of our Services

- a) **Acceptable Use Policy.** Your Service remains subject to Acceptable Use rules set out in our Acceptable Use Policy and Optus' Acceptable Use Policies where relevant to the Service (with which you are also required to comply as required by our agreement with Optus). Together with these terms and conditions, they are part of your legally binding relationship with us. MyRepublic reserves the right to change these at any time without prior notice and solely at our own discretion. Any changes will take effect when posted on our Website.
- b) **Personal Use.** You may only use the Services as stated in Our Terms and for your own personal use. You must not resell or resupply any of the Services.
- c) **Use in Accordance With the Law.** You may not use any Service to break any law or infringe another person's rights, to expose any of our suppliers or carriers to liability, to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted, or in any way which damages, interferes with or Interrupts the Service or the network of any of our suppliers or carriers.
- d) **Bearing Responsibility.** You agree to take responsibility for all liabilities, claims and losses which are in any way connected with the misuse of our Services.
- e) **Username & Password.** You will keep your user name and your password confidential and secure. The security of your account is your responsibility. If you think that your user name or any other MyRepublic user name or password has become known to any unauthorised person or may be used in an unauthorised way you must inform us immediately.
- f) **Dynamic IP Addresses.** You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice.
- g) **Service Announcements.** We reserve the right to email service announcements to

you, including bulletins describing changes in terms and conditions.

5. Paying for your Services

- a) **Monthly Billing.** We will bill you monthly. However, we may send you bills at such intervals and on such dates as we deem appropriate.
- b) **Payment Due Date.** Your account balance is due on the due date set out in our invoice to you, such date being set by us at our sole discretion. Please pay your invoice by the due date.
- c) **Pricing.** Your bill will reflect the prices and charges based on Our Terms. Unless otherwise provided, all prices are payable in Australian Dollars, and are inclusive of GST.
- d) **Please Pay on Time.** You must ensure that your payments are received by MyRepublic by the due date for payment shown on your bill. If you do not pay your bills on time, we may, at our discretion, suspend or terminate your services that we provide you and charge you administrative fees or late payment interest or fees, and charge you the associated costs of debt-recovery.
- e) **Disputing Charges.** If you wish to dispute any charges, you must do so in writing before the due date. If you choose to dispute any charges which you have paid, you have one year from the date of the invoice, to do so. We will respond to you in writing within thirty days from the date we receive your dispute letter. An administrative charge may be levied for retrieving any record in relation to the disputed charge.
- f) **Modes of Payments.** You can only pay your bills by such modes of payment as we may at our sole discretion provide. This information will be set out in your bill.
- g) **Payment Handling Charges.** You agree that MyRepublic may charge you a payment handling charge for any mode of payment except that at least mode of payment will not incur a payment handling charge.
- h) **Valid Payment Details.** You must not use an invalid or false bank account, credit card or debit card or an out of date debit/credit card.
- i) **Sufficient Funds.** You will ensure that there are sufficient funds available in your account registered with us to pay for Services charged by us.
- j) **Changes to Payment Details.** You will immediately notify MyRepublic by telephone, post, or email of changes to your bank account or credit card details.
- k) **Default Fee.** If any payment of yours is cancelled or is not cleared by your bank, we are entitled to charge you a default or processing fee.
- l) **E-Billing.** You consent to receive your bill from us, electronically. Our bills to you shall be sent by email via our E-billing service, and you must provide us with a valid and up-to-date e-mail account. The accuracy of that e-mail address is entirely your responsibility. You shall remain fully liable for any bills for which notification has been sent to your e-mail address. We reserve the right to modify the E-billing service at our discretion. You will remain fully responsible and liable to pay any bills of which notification has been sent to your e-mail address regardless of whether or not you access that e-mail account and read the relevant e-mail or are disconnected from your e-mail account for any reason. We cannot guarantee uninterrupted and/or reliable access to the E-billing service and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise.
- m) **Reminders and Late Fees.** We normally send reminders for late bill payments. We may charge interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable calculated on a daily-basis, or such other rate as we may prescribe from time to time.
- n) **Deposit.** We may ask you for any deposit at any time (as we believe to be reasonable in the circumstances) as security for the performance of your obligations to us. A deposit does not relieve you from your obligations to pay our charges, and you cannot require us to apply this deposit in payment of our charges to you. We may, at our discretion, use this deposit to offset any amounts outstanding under your account. The deposit will be returned to you, without

interest, after your Services are terminated and all outstanding charges are settled.

- o) **Fee Changes.** MyRepublic reserves the right to increase or decrease fees from time to time, at its sole discretion.

6. Product Description, Promotional Offers, Pricing

- a) **Product Description and Pricing.** We do not warrant that descriptions and pricing of our Services offered published in Our Terms, are accurate, complete, current, or error-free. The descriptions and availability of Services will be subject to change, withdrawal or discontinuance at our absolute discretion and without the need to assign a reason thereof. We will not be liable in any way for any inaccuracy, errors or discrepancies in relation to any Services offered. We reserve the right to reject or cancel any orders resulting from such inaccuracy, errors or discrepancies, without liability. If a Service is not as described, your sole remedy is to discontinue using it, and no refund of payment will be made to you.
- b) **Offer Eligibility and Validity.** From time to time, we may make promotional offers each of which may have specific eligibility requirements, validity period, early termination charge, and other terms which will be set out in the specific promotional offer. Each promotional offer is valid until a date determined at the sole discretion of MyRepublic, and may be withdrawn earlier in the event of higher than expected take-up. Promotional offers will only be available to new MyRepublic customers or existing MyRepublic customers who are not subject to an existing contract.
- c) **Free Trials.** From time to time, we may let you try certain services for free. We also have the right to withdraw these trial services at any time and without giving you notice. You agree that upon the expiry of the free trial period as specified in the service offer with you, the full charges for that service shall apply.

7. Purchase of Equipment From Us

- a) **Applicability.** These terms apply to the purchase by you from us of equipment.

- b) **Risk and Liability.** Upon the equipment being delivered to the address you specified for delivery:
 - i. the risk of loss of, or damage to, the equipment passes to you; and
 - ii. you become liable to pay us the purchase price for the equipment.
- c) **Title.** Title in, and ownership of, the equipment passes to you when you open the packaging enclosing the equipment.
- d) **Warranty.** The equipment will be subject to the manufacturer's applicable warranty conditions in addition to any applicable statutory guarantees. Warranty information will be included with the equipment, and must be followed if you wish to make a warranty claim.
- e) **Gifts.** From time to time we may supply accessories with some of the equipment or give you free gifts. Each accessory or gift is a gift, has no cash value and is not part of the equipment. If the gift is defective and you notify us within 30 days of delivery of the gift, we may at our discretion repair or replace the gift. This will be your sole remedy in relation to the gift.

8. Personal Information and Protection

- a) **Up to Date Personal Information.** You are responsible for ensuring the personal information you provide to us is accurate, complete and up to date at all times.
- b) **The Privacy of Your Information is Important to Us.** The privacy of your personal Information is very important to us, and we look after your details carefully. We adhere strictly to applicable laws and regulation in Australia.
- c) **Use of Your Personal Information.** By having the Services we provide activated in your premises and/or by using them you are giving us your consent to use your personal information in accordance with our Privacy Policy.

9. Changing & Modifying our Services

- a) **By Us.** We may, at any time, improve, modify or delete any of our charges and price plans and/or withdraw, suspend or change any of our Services. We will do our best to give you notice of the change at least one month before the change takes effect. Any changes will be published on our

Website, and if you continue to use the Service after such notice, you will be deemed to have accepted the changes.

- b) By You. You may apply for additional Services or request changes to be made to existing Services, by communicating with our Customer Support team. There may be a charge to you if you cancel or downgrade your Services.

10. Suspending our Services

- a) Service Suspension. We may suspend any or all of the Services immediately without notice if:
- i. we (or our agents and/or contractors) need to carry out any maintenance, repairs or improvements to any part of the Services or the system;
 - ii. you have failed to comply with Our Terms (including without limitation our Acceptable Use Policy and Optus' Acceptable Use Policies);
 - iii. we have reason to believe that you use, allow the use of, or intend to use, our Services fraudulently or dishonestly;
 - iv. we believe that you have or another person at your premises has committed, or may be committing, any fraud against us or against any other person or organisation by using the Services;
 - v. you fail to pay the deposit when requested of us;
 - vi. we are acting in compliance with a requirement of any relevant regulatory authority or law enforcement body;
 - vii. our authority to operate as a carriage service provider is suspended or revoked for any reason or we no longer have access to the relevant services or networks of our carriers or network providers or we are no longer able to provide the Services or we cease business;
 - viii. in our reasonable opinion it is necessary to do so.
- b) Costs of Suspension. If we suspend the Services because you have failed to comply with Our Terms, we may make a charge to you to reflect our costs in suspending and, if applicable, starting the Services again. You

may also be liable for all charges for Services during this period of suspension.

11. Terminating the Service, Service Downgrading

- a) Service Cancellation. If you wish to cancel your Service after activation, you must notify the MyRepublic Customer Support team by telephone. Services can be cancelled by you by giving five working days' notice unless otherwise provided. You shall be responsible for all charges relating to your account up until the effective cancellation date. In all cases without exception MyRepublic is not responsible for any equipment purchased by you and cannot offer reimbursement of any equipment upon cancellation. Service downgrading will be treated as a cancellation unless otherwise allowed under the Service Specific Terms.
- b) Consequences of Cancellation – Termination Fee. You will compensate us for any damages or losses we may suffer because of your early termination. If we have allowed you to defer payment of the price of any equipment provided to you by us or you have been gifted equipment under a promotional Service plan, and either you cancel your Services before the end of your minimum service term, or you or we terminate the Service before the end of your minimum service term, you will be required to pay the price of that equipment and a termination fee in relation to that equipment. These fees are set out in your service application form or Our Terms.
- c) Consequences of Cancellation – Early Termination Fee. If you cancel your Services before the end of your minimum service term, or your Services are terminated by us for your failure to comply with Our Terms, you will pay us an early termination fee, to cover the cease charges that we are required to pay to our wholesale service providers and the associated administration costs and other expenses. This early termination fee is charged in addition to the termination fee referred to in the section immediately above. These fees are set out in your service application form or Our Terms.
- d) Termination of Services. We may terminate any or all of the Services immediately by

giving you notice if we have the right to suspend the relevant Services under any of clauses 11(a)(ii) to (vii).

12. Our Liability to You

- a) General Limitation. We accept no responsibility for the contents of any material from other organisations, which may be accessed through the Services. We also reserve the right to block access to any such information. We will not be liable, in relation to your use of our Service, for consequential loss, indirect loss, loss of profit, loss of anticipated savings, loss or corruption of data, interruption to business, loss of revenue and economic loss of any kind, whether in contract, tort (including negligence), under any statute or otherwise.
- b) Matters Beyond our Control. We will not be liable for any delay or failure in performance or interruption to our Service resulting from matters beyond our reasonable control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, fire, lightning, equipment failure, computer software malfunction, electrical power failure, faults, interruption or disruption in the networks of other service providers.
- c) Liability Cap. Subject to this clause, our maximum aggregate liability in relation to the supply to you of our Services whether arising from negligence, breach of contract, repudiation or otherwise shall be limited in respect of one incident or series of two or more related incidents to an amount equal to the amount of the charges for the Services in the last 12 months before the incident or series of incidents.
- d) Full Compliance with the Law. The limitations and exclusions of liability in Our Terms shall not apply to any liability which cannot be lawfully excluded or restricted under the Competition and Consumer Act. You may have certain remedies under the Competition and Consumer Act and other laws, which imply certain guarantees in relation to the supply of our Services. We do not exclude or restrict or modify those implied guarantees if to do so would contravene that law or make any part of Our Terms void.

13. Notices & Communications

- a) Delivery of Notices. Notices given under Our Terms or in relation to the Services shall be delivered by hand, or sent by ordinary post or electronic mail, in the case of either party. Electronic mail shall be deemed to be delivered when it is sent.
- b) Consent to Receive Promotions. You are deemed to have given your consent to receive from us and our advertisers any offer and marketing and promotional information relating to any of our Services, or those of our advertisers.

14. Miscellaneous Terms

- a) Visiting your Premises. You agree that we and our employees, agents or contractors may enter your premises so that we can carry out any work that is necessary for us to supply, inspect, repair or carry out any other activities required to deliver the Services you have asked for. You acknowledge that we will be entitled to charge you for each visit and/or for the work carried out in accordance with Our Terms.
- b) How We Resolve Your Complaints. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. If you have a complaint, you may contact the MyRepublic Customer Support team by telephone. If we are unable to resolve your complaint, you may refer the matter to the Telecommunications Industry Ombudsman (TIO). The TIO is an office of last resort. It only takes up a complaint if the customer has first tried to resolve it with the relevant service provider.
- c) Governing Law. Our Terms shall be governed by the laws of New South Wales, Australia.
- d) Indemnity from You. You will indemnify us from and against all losses arising out of or in connection with any breach by you of or failure to comply with Our Terms, or due to your negligence or omission.
- e) Interpretation. If there is any conflict or inconsistency between any provision of the Service Specific Terms and any provision of these General Terms, the provisions of the Service Specific Terms will prevail.
- f) Non-Waiver. No failure or delay by us to exercise or enforce any of our rights under Our Terms will operate as a waiver of such

rights nor will such failure or delay in any way prejudice or affect our rights at any time thereafter to act in strictly in accordance with our rights under Our Terms.

- g) Transfer of Service. The Services are personal to you and you may not transfer your Service or account or any of your rights and responsibilities under Our Terms without our written consent. For business reasons we may transfer, assign or novate any of our rights and responsibilities without your permission.
- h) Telecommunications Act. Our Terms and the supply of our Services are subject to the Telecommunications Act and any regulations and class licences made thereunder.

- i) Whole Agreement. Our Terms contain all the terms and conditions with respect to the subject matter herein and there are no other agreements, understandings, promises, conditions or terms, oral or written, express or implied, concerning the subject matter of Our Terms.
- j) Terms Upheld. If any provision of Our Terms is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of Our Terms shall not be affected.