STANDARD FORM OF AGREEMENT

INTERNODE PTY LTD ABN 82 052 008 581 of Ground Floor, 150 Grenfell Street, Adelaide, South Australia 5000

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1. ABOUT THIS AGREEMENT

Please read this Standard Form of Agreement carefully. It applies to:

1.1 your use of the Services;

1.2 any Goods or any quotations for or offers to supply Goods; and/or

1.3 any Other Services,

provided to you by Internode Pty Ltd ABN 82 052 008 581 trading as Internode (in this Agreement referred to as "**our**", "**we**", "**us**" or "**Internode**").

2. DEFINITIONS AND INTERPRETATION

In this Agreement:

2.1 "**Acceptable Use Policy**" means our Policy which specifies our requirements in relation to your use of the Services (attached to and forming part of this Agreement);

2.2 "**Agreement**" means this agreement for the provision of the Supplies by us to you, which includes this Standard Form of Agreement, the Service Arrangement and Agreement Addendum (if applicable), each Service Schedule (if applicable) and your Application (if applicable, once accepted by us).

In the event of any conflict or inconsistency between any part of:

2.2.1 each relevant Service Arrangement and Agreement Addendum (if any);

2.2.2 each relevant Service Schedules (if any);

2.2.3 each Application (if any); and

2.2.4 this Standard Form of Agreement;

then the material mentioned in any one of clauses 2.2.1 to 2.2.4 above has precedence over material mentioned in a subsequent clause, to the extent of any conflict or inconsistency;

2.3 "**Anniversary Date**" means the recurring due date on which you are required to pay the Charges for any ongoing Supplies, which will occur each month, quarter, year or other period as provided on each applicable Application, each applicable Service Arrangement and Agreement Addendum or in each applicable Service Schedule, commencing on the Service Commencement Date. We may change your Anniversary Date from time to time, at our discretion, in order to align this date with the renewal dates of your active Services. Where a change to your Anniversary Date is made you may receive two distinct invoices in the monthly period when the change is implemented;

2.4 "**Application**" means each application form completed by you (either hard copy or soft copy on our Website) and sent to us requesting the Services;

2.5 "**Availability Guarantee**" means Internode's guarantee that it will meet the Availability Target and its Restore Target (which only applies to you if specified in an applicable Service Schedule);

2.6 "**Available Hours**" means the actual number of hours during a calendar month that a Service is available to you. For the purpose of calculating Available Hours any unavailability of a Service that is due to the following categories of events shall be deemed as time that that Service is available to you:

2.6.1 Scheduled Maintenance;

2.6.2 unavailability of the Service due to any Telecommunications Company circuits or failure of any Telecommunications Company services;

2.6.3 unavailability of the Service due to your applications, your equipment, or your facilities;

2.6.4 unavailability of the Service due to your acts or omissions, or any use of the Service authorised by you; or

2.6.5 unavailability of the Service due to force majeure;

2.7 "**Availability Target**" means the percentage of time that a Service is available within a calendar month (subject to clause 2.6), if specified in an applicable Service Schedule;

2.8 "**Charges**" means the charges payable by you to us for the Supplies (as specified on the Application or other reasonable charges introduced by us from time to time (including without limitation, credit card processing charges and charges incurred for the provision of paper invoices by post or by fax));

2.9 **"Churn"** means any manner in which you transfer your active Service to another service provider through an industry supported means where Internode participates in the churn/transfer process concerned and is notified of that transfer by the entity that implements the churn/transfer. The notice by the other service provider to Internode will be deemed to be adequate notice by you of the cancellation of the Service;

2.10 "**Customer Update Period**" means the times at which we will use reasonable endeavours to provide you with information regarding the progress of resolving a Fault you have reported to us (if there has been a change to any progress information we previously provided), if specified in an applicable Service Schedule;

2.11 "**Early Termination Charges**" means the Charges that are specified as "Early Termination Charges" in the Service Arrangement and Agreement Addendum (if any);

2.12 "**Equipment**" means the Internode Equipment and the Non Internode Equipment;

2.13 "**Fault**" means a failure in the normal operation of the Services;

2.14 "**Goods**" means any goods we supply to you (including goods supplied in connection with any Services);

2.15 "**GST**" has the same meaning as it does in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 and any related or similar legislation;

2.16 "**Hours of Coverage for Response**" means the times between which we will respond to your suspected Fault reports, if specified in an applicable Service Schedule;

2.17 "**Hours of Coverage for Restoration**" means the times between which we will undertake Fault restoration work for a Service, if specified in an applicable Service Schedule;

2.18 "**Internode Equipment**" means any equipment owned by us, including equipment located at a Site as part of the delivery of the Services to you and any cable and/or fibre facility used to provide the Services to you;

2.19 "**Internode Help Desk**" means the contact point for Faults, which you may contact by dialling the telephone number specified in an applicable Service Schedule (if the Service Schedule includes a service level agreement);

2.20 "**Material Breach**" means a material breach of this Agreement which includes, without limitation, any breach due to your failure to make any payment(s) on time as required pursuant to this Agreement and/or any breach due to your failure to comply with any of our Policies;

2.21 "**Non Internode Equipment**" means the equipment and software (other than the Internode Equipment and the Software) used by you to access and/or connect to a Service;

2.22 "**Other Services**" means any other services in connection with Goods and/or Services (including installation and maintenance services);

2.23 "**Policy**" means any policy published by us from time to time and notified to you, including without limitation the Acceptable Use Policy and the Privacy Policy;

2.24 "**Privacy Policy**" means our Policy which specifies our rights and requirements in relation to our collection, use and disclosure of your personal information (attached to and forming part of this Agreement);

2.25 "**Response Target**" means the period of time between a failure in the normal operation of a Service being reported to the Internode Help Desk by a Site Contact and a response from Internode acknowledging the report (and providing a "Trouble Ticket" reference number and, where possible, an estimated restore time), if specified in an applicable Service Schedule;

2.26 "**Restore Target**" means the period of time between us determining that a reported failure in the normal operation of Service is a Fault and repair of the Fault by us to restore your Service, if specified in an applicable Service Schedule;

2.27 "**Scheduled Maintenance**" means maintenance carried out by us, where two (2) business days' notice has been provided to you;

2.28 "**Service Arrangement and Agreement Addendum**" means any special terms in relation to, and a description of, the Services to be offered as agreed by the parties and evidenced in writing;

2.29 "**Service Schedule**" means the standard Internode service schedule applicable to each Service for which we accept your Application (or for which this Agreement is executed by us and you), and this service schedule may include details of the Service, a service level agreement, and/or special conditions applicable to that Service;

2.30 "**Services**" means each Internode Service in respect of which we have accepted your Application, or in respect of which this Agreement has been executed by us and you;

2.31 "**Service Commencement Date**" refers to the first to occur of either the specific date that a Service or Other Service (as applicable) was activated or the supply of the Services or Other Services (as applicable) began;

2.32 "**Site**" means the site(s) or premises to which a Service is to be supplied, as described in the applicable Application or Service Arrangement and Agreement Addendum;

2.33 "**Site Contact**" means the person nominated by you as the contact person in respect of a particular Site;

2.34 "**Software**" means software we provide to you for your use in connection with the Services (if any);

2.35 "**Standard Form of Agreement**" means this document entitled “Standard Form of Agreement” and includes our Policies;

2.36 “**Summary Standard Form of Agreement”** means the written summary of the terms and conditions of this Standard Form of Agreement;

2.37 **"Supplies"** means the Services, Goods and/or Other Services, as appropriate;

2.38 **"Supply Rollover Date"** means the monthly anniversary of the day of month on which the Supply was initially deemed chargeable by us. If the monthly anniversary

date is a date which does not appear in the current month, the Supply Rollover Date is deemed to be the first date of the following month;

2.39 **"Telecommunications Company"** means any licensed carrier or carriage service provider as defined by the Telecommunications Act 1997 other than Agile Pty Ltd or Internode;

2.40 "**Telephone Line**" means any telephone line used to provide the Services;

2.41 "**Term**" means, in respect of a Service, the contract period specified in the Application for that Service, or the contract period specified in the Service Arrangement and Agreement Addendum;

2.42 "**TP Supplier**" means a third party supplier which supplies us with goods and/or services (including wholesale telecommunications services) that are necessary for our provision of the Supplies to you (including a supplier which provides us with Goods for re-supply to you);

2.43 **"Website**" means the Internode website located at http://www.internode.on.net;

2.44 a reference to a person includes a partnership and a body, whether corporate or otherwise;

2.45 monetary references are references to Australian currency;

2.46 we can rely on the authority of any of your employees who advise us they have the authority to give your consent as needed under this Agreement, provided that we act in good faith; and

2.47 words in the singular number include the plural and vice versa.

3. APPLICATION AND TERM OF AGREEMENT

3.1 You may apply for a Service by any method approved by us.

3.2 If you provide us with an Application for a Service we will assess your Application. We may refuse your Application for any reason and without being obliged to provide any reason to you.

3.3 If your Application is accepted, we will take steps to provide you with the Service, subject to the terms of this Agreement.

3.4 Upon our acceptance of your Application, or, if applicable, execution of this Agreement by us and you, a contract is formed and you become bound by this Agreement and the Term and charges associated with the Service. The contract between us remains in force until it is terminated in accordance with this Agreement.

3.5 There may be a time delay between us accepting your Application, or, if applicable, execution of this Agreement by us and you, and providing you with the Service. We are not and will not be responsible for any delays associated with provision of a Service, nor any inability by us to provide the Service to you.

3.6 This Agreement commences on the Service Commencement Date for the first Service you acquire from us and will continue until the expiration or termination of the Term in respect of the last Service you acquire from us, unless terminated earlier in accordance with this Agreement. Once you have entered into this Agreement all additional Goods, Services or Other Services that you acquire from us are acquired and supplied pursuant to this Agreement. For all additional Goods,

Services or Other Services acquired and supplied to you, we will issue you with the additional relevant Service Arrangement and Agreement Addendums and/or Service Schedule(s) (if applicable) which constitute variations to this Agreement for the purpose of such additional Goods, Services or Other Services acquired.

4. NOTICES

4.1 Notices under this Agreement must be sent by prepaid ordinary post, by facsimile or by electronic mail and will be deemed given:

4.1.1 in the case of posting, three days after dispatch; or

4.1.2 in the case of facsimile and electronic mail, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.

4.2 You must provide notice either in writing, or by using an online cancellation request facility provided on the Internode web site, of your intention to cancel any of the Supplies under Clause 17 to our accounts department.

5. THE SUPPLIES

5.1 We will use our reasonable commercial endeavours to provide you with the Supplies you request, in accordance with this Agreement.

5.2 It is not our responsibility to provide training in the use of the Supplies.

5.3 We will make all reasonable efforts to ensure continuity of the Services, but we make no guarantee that the Services will be either uninterrupted or error-free.

5.4 While we endeavour to take reasonable care with information that you deposit with us we cannot and do not guarantee that all such information will reach its intended destination (including electronic mail) inside or outside our network.

5.5 You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Supplies and we shall not be held responsible in any way for any content or information accessed via the Supplies.

5.6 We disclaim all or any liability for any material viewed in connection with the Supplies that you find offensive, upsetting, defamatory, personally offensive or in any way unsuitable for people under the age of eighteen (18) years.

5.7 Any transmission speeds indicated refer to the maximum theoretical speeds achievable with the Supplies under ideal conditions, and you acknowledge that the actual achieved speeds may be substantially different from the theoretical speeds. You acknowledge and agree that the maximum theoretical speed may be reduced by factors including but not limited to:

5.7.1 the length, configuration and condition of your copper line;

5.7.2 the number and type of other services being used by other customers over telephone lines running close to yours;

5.7.3 electrical interference from outside sources;

5.7.4 the configuration of the telephone wiring within your premises;

5.7.5 the software configurations and applications on your computer;

5.7.6 your equipment and software; and

5.7.7 the capacity of, load on and access data rate of the destination host computer or server that you are accessing.

5.8 To maintain the quality of services provided to our customers, we may also prioritise the delivery of network traffic that is latency, rate or jitter sensitive (including but not limited to NodePhone VoIP traffic) in preference to traffic that is not, as determined in our absolute discretion.

5.9 Any general statements, maps or other indicators of service availability are only a guide and you must not rely upon such statements, maps or other indicators as a commitment to provide the Services to a particular physical location.

5.10 The Supplies are provided on an 'as-is' basis.

6. EQUIPMENT AND SOFTWARE

6.1 We may install Equipment at the Sites, and you must permit us to access the Sites for the purpose of installing that Equipment and cooperate with any reasonable request by us regarding the installation of that Equipment.

6.2 We retain ownership of the Internode Equipment and the Software.

6.3 You must comply with the terms and conditions of the Software licence(s) which apply to the use of any Software.

6.4 Upon the termination or expiration of this Agreement for any reason, you must provide us (and any person nominated by us) with access to each Site in order to remove the Internode Equipment and Software.

6.5 You are responsible for the Internode Equipment and the Software and must indemnify us against all loss and damage to the Internode Equipment and Software until it is returned to us, unless the loss and damage is due to reasonable wear and tear.

6.6 If we consider that it is necessary in provisioning a Service, on request by us you must arrange for the Non Internode Equipment to be supplied to us for us to approve the Non Internode Equipment as suitable to allow us to comply with our obligations under this Agreement.

6.7 We will test the Equipment prior to its installation, and will notify the results of those tests to you. In the event that the Equipment fails these tests, you must procure replacement Non Internode Equipment, and this procedure will be repeated until we obtain Non Internode Equipment that is satisfactory.

6.8 If required, you are responsible for obtaining, providing and maintaining all telephone access lines, telephone and computer equipment (including modem) or other access device(s) necessary to access the Services.

6.9 You agree that you will:

6.9.1 allow or procure for us (or any person nominated by us) safe, sufficient and timely access to any premises as required in connection with the provision, inspection, testing, maintenance and repair of the Services or any equipment used in the provision of the Services; and

6.9.2 permit us (or any person nominated by us) to modify any equipment used in the provision of the Services if we consider it necessary to do so.

6.10 If you do not own control or have access to premises which must be accessed in connection with the provision of the Supplies, you must indemnify us (or any person nominated by us) against a claim by the owner or occupier of those premises, or any other person, in relation to entry onto the premises by us (or any person nominated by us).

7. GOODS

If you order Goods from us:

7.1 subject to Clause 7.2, Clause 21 will apply in respect of those Goods;

7.2 the TP Supplier of the Goods may provide a warranty for those Goods, in which case we may give notice of the terms of that warranty in the applicable Service Schedule and/or in a separate document accompanying the Goods;

7.3 if you consider that the TP Supplier has not complied with its warranty obligations to us and notify us accordingly, then subject to your compliance with Clause 7.4 we will take reasonable steps to enforce the warranty against the TP Supplier and to pass the benefit to you;

7.4 it will be your responsibility to pursue any direct claim you may have at law against a TP Supplier, and you must pursue any such claim to the maximum extent possible prior to requiring us to take steps to enforce the warranty against that TP Supplier under this Clause;

7.5 it is your responsibility to review the specifications and descriptions of the Goods contained in any order documentation and to ensure that these are accurate, and you will be deemed to have accepted these matters if you do not notify us otherwise before you pay for the Goods or we order the Goods (whichever occurs first), subject to any other conditions set out in the order documentation (which will prevail to the extent of any inconsistency with this Agreement);

7.6 we may require you to pay for the Goods in advance of us placing an order with a TP Supplier for the Goods. If we do not require advance payment from you before obtaining goods you have ordered and you subsequently fail to pay us for those Goods when requested, you will be liable for any resulting losses we may suffer;

7.7 we may adjust the price of the Goods at any time before delivery to you to reflect any change in the costs to us of the Goods due to any factor beyond our reasonable control;

7.8 risk of damage to or loss of the Goods shall pass to you once the Goods are delivered to you;

7.9 notwithstanding Clause 7.8, if we have not received payment for the Goods the property and ownership of the Goods shall not pass to you until we have received payment in full for all indebtedness including the price of the Goods;

7.10 until such time as title to the Goods passes to you in accordance with Clause 7.9:

7.10.1 you must hold the Goods as our bailee and must keep the Goods separate from all other goods;

7.10.2 you must keep the Goods properly stored, protected and identified as our property;

7.10.3 we may at any time require you to deliver up the unpaid Goods to us and, if you fail to do so immediately, we may enter your premises or any third party's premises where the Goods are located and repossess the Goods;

7.10.4 you agree that we are authorised to enter any premises where the Goods are located and you will indemnify us in accordance with Clause 20 against all losses of whatever nature suffered by us as a result of recovering or attempting to recover the Goods.

8. YOUR OBLIGATIONS TO US

8.1 You must provide us with all information that we may reasonably require for the purposes of this Agreement. All information must be accurate, truthful and correct. Without limitation, you warrant that you are not a minor.

8.2 If applicable for the Services, you warrant that either:

8.2.1 you are the registered lessee of the Telephone Line; or

8.2.2 you have obtained the express consent of the lessee of the Telephone Line for you to obtain the Services using the Telephone Line.

8.3 You are responsible for all third party charges (eg standard landline telephone services purchased from a third party Telecommunications Company) associated with connecting to the Services. You are also responsible for all third party charges associated with disconnecting from the third party services (eg standard landline telephone service disconnection fees).

8.4 You are responsible for all third party charges for maintenance, repair or otherwise to Non-Internode Equipment required to connect to or use the Services, and for the fee charged by us for any relevant callout made in accordance with clause 11.8.

8.5 If you and one or more others are the customer for the Services, each of you is jointly and individually responsible for all charges and all other obligations relating to the Services.

8.6 You agree that you will not interfere with the normal operation of the Services or any equipment used in the provision of the Services, or make either unsafe.

8.7 You acknowledge that any material that you make available using the Services is your own responsibility and that we accept no liability for any such material. You indemnify us against any liability in relation to this material. You also acknowledge that we do not vet or approve any information or material available through the Services.

8.8 You must ensure that use of the Services that are accessed through your access information does not expose any minor to material that is unsuitable for minors (and you will indemnify us in accordance with Clause 20 for any liability we incur as a result of your breach of this Clause). You may obtain advice on available content filtering software which may be of assistance to you from the following web page: http://www.iia.net.au/guideuser.html

8.9 You acknowledge that it is your sole responsibility to comply with any rules imposed by any third party whose content or service you access using the Services.

8.10 You must not re-sell or attempt to re-sell the Services, unless you have explicit written permission from us to do so.

8.11 You acknowledge that we may take all reasonably necessary steps to ensure the efficient operation of the Services.

8.12 You are responsible for backup of all information or content associated with the Supplies.

8.13 You are responsible for:

8.13.1 obtaining all necessary permissions, authorisations, licences and consents in relation to the use of any third party materials used in the provision of the Services; and

8.13.2 payment of all royalties and other fees associated with the use of such third party materials, and you must indemnify us in respect of any liability arising directly or indirectly from a failure by you to observe your obligations under this Clause 8.13.

9. ACCESS INFORMATION

9.1 We will provide you with any access information required to use the Services that we deem reasonably necessary (if any).

9.2 You will:

9.2.1 subject to disclosure permitted by us, maintain the secrecy and confidentiality of all access information required by you to access the Services, and not disclose to any other person, corporation, entity or organisation any access information, whether in use or not, nor any other confidential information relating to the Services; and

9.2.2 notify us immediately if your username and password are lost, or you think someone else is using them.

9.3 You will be liable for all Charges resulting from use of the Services accessed through your access information, whether authorised by you or not.

10. SERVICE LEVELS

10.1 If a Service Schedule provides that a Service is subject to service levels, Clauses 10 to 13 apply in respect of the provision of that Service.

10.2 You must report the details of a suspected Fault to the Internode Help Desk as soon as possible after you become aware of the suspected Fault.

10.3 You may report a suspected Fault to us 24 hours per day. However if you make a fault report outside the Hours of Coverage for Response, the Response Time will not commence until the beginning of the Hours of Coverage for Response.

10.4 When reporting a suspected Fault to us, you must provide the following information to us:

10.4.1 Service details which identify the affected Service to such particularity as requested by us (including the location of the affected Service); and

10.4.2 contact details, including your name, your contact point(s), the Site Contact (if Site attendance is required), contacts at both ends of the Service (where appropriate) and details of the Fault systems.

11. INVESTIGATION OF FAULTS BY INTERNODE (APPLICABLE SERVICE TYPES ONLY – REFER TO CLAUSE 10.1)

11.1 We will analyse the cause of the suspected Fault and determine if the suspected Fault is in fact a Fault.

11.2 We may be unable to provide Fault restoration under this Agreement where the fault is in a network owned or maintained by any person other than us.

11.3 Where a Fault report is lodged, we will undertake Fault restoration work during the Hours of Coverage for Restoration for the Service.

11.4 On completion of Service restoration activities, we will contact you to confirm that the Service has been completely and satisfactorily restored. Where the Service has not been completely and satisfactorily restored, we will continue the restoration process.

11.5 If you wish to escalate the Fault, as a result of either the response target or the restoration target having been exceeded, you must contact Internode explaining the outstanding issue.

11.6 If the escalation does not result in the restoration of the Service, you should contact your Internode representative, or alternatively the Internode Customer Services Manager and report this escalation failure.

11.7 Where an on-site visit is required, we will arrange an appropriate appointment time with the Site Contact.

11.8 Where we attend the Site in response to a Fault report and the Fault is found to be in the Non Internode Equipment, you will be liable for a fee charged by us for the relevant callout, and all third party charges in relation to the Non-Internode Equipment in accordance with clause 8.4.

11.9 If we must gain access to the Site to restore the Service, the Response Time and Restore Time will be subject to the provision of entry to the Site, and delays in the provision of such access will result in a corresponding extension of the stated Response and Repair Time commitments.

11.10 Our obligations do not extend to Faults caused as a result of:

11.10.1 any fault in equipment, software or any network not forming part of the Service or the Internode Equipment; or

11.10.2 damage due to causes external to the Service or the Internode Equipment.

12. SERVICE PERFORMANCE LEVELS (APPLICABLE SERVICE TYPES ONLY – REFER TO CLAUSE 10.1)

12.1 We will use reasonable endeavours to meet the Response Target.

12.2 We will use our reasonable endeavours to meet the Restore Target and the Availability Target.

12.3 The Availability Target will be calculated in accordance with the formula set out below:

(Available Hours during month x 100) ÷ hours in month

12.4 For the purposes of Clause 12.3, the Available Hours are measured at a point in the relevant network designated by us to be indicative of the availability experienced by you.

12.5 At your request, we will calculate the Available Hours in a calendar month. If a Service is unavailable to you for any period of time as a result of an outage, this period of time will only be excluded from your Available Hours if you notify the Internode Help Desk within five days of the outage.

13. AVAILABILITY GUARANTEE PROCESS & REMEDY (APPLICABLE SERVICE TYPES ONLY – REFER TO CLAUSE 10.1)

13.1 If the Availability Target is not met then, for each hour of Service unavailability or fraction thereof in any calendar month above the Service unavailability time which meets the Availability Target, at your request your account shall be credited by an amount equivalent to one day of Charges (on a pro-rata basis) for the Service with respect to which the Availability Target has not been met.

13.2 If the Restore Target is not met then, for each day the Restore Target is not met, at your request your account shall be credited by an amount equivalent to one day of Charges (on a pro-rata basis) for the Service with respect to which the Restore Target has not been met. You may obtain no more than one credit per day, irrespective of how often in that day we failed to meet the Restore Target.

13.3 Notwithstanding anything to the contrary, the maximum total amount of credit issued in any calendar month as the Availability Guarantee remedy shall not exceed the total of the monthly Charges and the start-up Charges (if any) which, absent the credit, would have been charged for that month for the Service with respect to which the Availability Guarantee has not been met.

13.4 The Availability Guarantee in respect of the Availability Target and Restore Target is applicable only if you complete our "Service Level Agreement Rebate Form", which is available on request from our Corporate Support department. You are solely responsible for providing us with accurate and current contact information for your account administrator. We will be relieved of our obligations under this Availability Guarantee in respect of an Availability Target and a Restore Target if our contact information for your account administrator is out of date or inaccurate due to your action or omission.

13.5 We will use all reasonable endeavours to provide you with information regarding the progress of resolving any reported fault before the end of each Customer Update Period, but you acknowledge that we are only required to do so if any new information is available.

14. POLICIES

You agree that you will comply with our Policies in respect of any Services you acquire from us, including without limitation our Acceptable Use Policy and our Privacy Policy. You acknowledge that our Policies form part of this Standard Form of Agreement.

15. SERVICE SUSPENSION

15.1 We reserve the right to immediately and without notice (and without prejudice to our rights of termination under Clause 16) suspend your access to the Services in our discretion if we:

15.1.1 reasonably consider that you have Materially Breached this Agreement;

15.1.2 reasonably consider that you may have Materially Breached our Acceptable Use Policy;

15.1.3 receive allegations (which we reasonably believe to be genuine) which indicate that you have Materially Breached our Acceptable Use Policy; or

15.1.4 reasonably suspect that your use of the Services breaches any state or federal law.

15.2 If we suspend your access to the Services under Clause 15.1, we may reactivate your access to the Services if we subsequently become satisfied that you are not in breach of any provision of this Agreement.

15.3 Notwithstanding any suspension of your access to the Services under this Clause, you will remain liable for our out-of-pocket costs and any third party costs incurred by us as a result of the suspension of your access to the Services under Clause 15.1 or in relation to our reconnection or resupply of the Services to you under Clause 15.2.

15.4 You are not entitled to a credit or refund for loss of access during any suspension period in accordance with Clause 15.1 or in the event that this Agreement is terminated in accordance with clause 15.5.

15.5 Without limiting the generality of any other Clause in this Agreement, we may terminate this Agreement immediately by notice in writing if we have suspended your access to the Services under Clause 15.1 or Clause 15.6, and we have not reactivated your access to the Services within seven (7) days of this suspension.

15.6 We may from time to time on 48 hours notice, or in the event of circumstances that we reasonably consider to be serious or critical, without notice suspend your access to the Services during a technical failure (including any failure caused by a TP Supplier ceasing to provide us with goods or services), or where modification or maintenance is being carried out in relation to the Services. We will use all reasonable endeavours to end any such suspension of Services as soon as practicable.

16. TERMINATION BY US

16.1 Without limiting the generality of any other Clause in this Agreement, we may terminate this Agreement immediately by notice in writing if:

16.1.1 you are in Material Breach of this Agreement (including any Policy) and such breach is not remedied within seven (7) days of us notifying you;

16.1.2 you have provided us with false or misleading information or you have not provided us with any information that we have reasonably requested for the purposes of this Agreement;

16.1.3 your nominated payment method is refused or dishonoured, or you fail to pay the amount specified on any overdue notice as required by clause 19.6;

16.1.4 if you are a natural person, we discover or reasonably believe that you are a minor;

16.1.5 we believe you are about to or may become or are in jeopardy of becoming subject to any form of insolvency administration;

16.1.6 if you being a partnership, dissolve, threaten or resolve to dissolve or are in jeopardy of dissolving;

16.1.7 if you, being a natural person, die; or

16.1.8 you cease or threaten to cease conducting business in the normal manner,

in which case Clause 23.1 will apply.

16.2 We may terminate this Agreement (otherwise than under Clause 16.1) for any reason on thirty (30) days notice in writing to you (unless the applicable Service Schedule specifies a longer notice period, in which case that longer notice period must be provided), in which case Clauses 23.2 and 23.6 will apply.

17. CANCELLATION BY YOU

You may elect to terminate a Service at any time in accordance with Clause 4.2 subject to the following:

17.1 you must provide seven (7) days notice to us of the Service to be cancelled or you may transfer your service using the Churn process;

17.2 the cessation of the Services will be made as soon as practicable on or after your notified specific cessation date. In most cases this will be within seven (7) days of that date;

17.3 you will be liable for all outstanding debts incurred prior to termination for the current billing period;

17.4 you must pay the Early Termination Charges within a reasonable period, being a period not in excess of twenty-eight (28) days after the termination of this Agreement, if the Service is cancelled before the end of the Term; and

17.5 Clause 23.3 and 23.6 will apply.

18. AFTER TERMINATION

18.1 If this Agreement is terminated otherwise than for our breach, in addition to any other obligations set out in this Agreement that may apply (including without limitation clause 17.4), we may:

18.1.1 charge a reasonable sum for work performed and for which no sum has as yet been charged;

18.1.2 charge any and all amounts which any third party supplier has charged us in relation to the Service or the termination of the Service, including without limitation any service disconnection charge imposed by Telstra

Corporation Limited. A reasonable administration fee may be also included in such charges passed on by Internode;

18.1.3 be regarded as discharged from any further obligations under this Agreement; and

18.1.4 pursue any additional or alternative remedies provided by law.

18.2 Upon the expiration or termination of this Agreement for any reason, the provisions of Clauses 6.4, 6.5, 7, 16, 17, 18, 20, 21 and 23 shall remain in force in accordance with their respective terms.

18.3 Once this Agreement has been terminated or cancelled for any reason, we may delete all of your data from any storage media.

19. CHARGES

19.1 All quotations issued by us in respect of the Supplies, unless otherwise stated, are valid for thirty (30) days from date of issue and are subject to this Agreement.

19.2 We offer different fee structures for the provision of the Supplies and you are liable for the fees applicable to any Supplies you acquire, as specified in each Application and/or each applicable Service Schedule and/or each applicable Service Arrangement and Agreement Addendum.

19.3 If you acquire ongoing Services from us, a regular invoice/statement notification will be delivered via electronic mail, postal mail, or fax. We can charge you a processing fee for invoices delivered to you by postal mail or fax. You may also contact us during our hours of operation to verify the current financial status of your account with us. An invoice presented by us shall be deemed to be a correct statement of all Charges contained in that invoice.

19.4 If you acquire any Other Services from us that are supplied on an ongoing basis, we may require that you pay for those Other Services periodically (in which case the provisions of Clause 19.3 will apply to those Other Services) or in full prior to supplying those Other Services to you. Each Application, Service Schedule or Service Arrangement and Agreement Addendum will set out the payment requirements for the Other Services.

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

19.6 All accounts must be paid by the due date specified on the invoice/statement. Any account that is outstanding beyond the due date is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we will be entitled to recover any Goods supplied for which payment has not been made in full (in the event that we did not require advance payment for those Goods) and/or may suspend your access to the Services and/or the provision of the Other Services under Clause 15.1 until all outstanding monies are paid in full (and we may charge you an additional fee for any subsequent re-connection to the Services or resupply of the Goods) and may also:

19.6.1 terminate this Agreement (as set out in Clause 16.1.3); and/or

19.6.2 require you to pay us interest on any monies owing to us at a rate equivalent to the prime rate charged for bank overdrafts by our current bankers at that time, that interest to be computed from the date on which the relevant payment was due until all outstanding monies have been paid in full.

19.7 If we terminate this Agreement under Clause 16.1.3 as a result of your non-payment of any Charges:

19.7.1 we will be entitled to remove any Goods supplied to you to which we have title;

19.7.2 you consent to us entering the premises on which the items referred to in Clause 19.7.1 are stored or may be accessed or located, in order to enforce our rights to possess, use and sell those items;

19.7.3 we will set off any amounts we receive from the sale or use of these items against the amounts you owe to us under this Agreement; and

19.7.4 we will re-assign or re-transfer to you any items that remain after all amounts owed to us by you under this Agreement have been paid by you and/or set off by the sale or use of these items, in accordance with this Clause.

19.8 Service suspensions under Clause 19.6 (if permitted by an applicable Service Schedule) will be promptly removed on receipt of full payment of all Charges owed to us under this Agreement.

19.9 If you wish to query any item you have been charged for, please do so within seven (7) days of our invoice. All non-disputed amounts must be paid in full within the period described in Clause 19.6.

19.10 Where you request us to invoice amounts owing under this Agreement to a nominated credit card:

19.10.1 you will operate the credit card within terms and credit limits set in order to pay your account in full;

19.10.2 you will give us the authority to complete and sign on behalf of yourself, all necessary forms and documents to facilitate payments from the relevant bank, or other financial institution;

19.10.3 you agree to remain liable to us for all amounts owing to your account consequently billed to your credit card until all amounts outstanding have been paid in full; and

19.10.4 we can charge you a credit card payment processing fee.

19.11 The amounts payable by you to us for, or in connection with, the Supplies supplied under this Agreement will include any GST payable. We will provide you with invoices in the form of tax invoices.

19.12 If the rate of GST changes after the date of this Agreement, we may adjust the amounts payable by you to us in respect of the Supplies to reflect that change in the rate of GST from the date the change is effective.

19.13 You are responsible for any collection fees (including legal fees and any other costs) incurred by us as a result of the collection of outstanding monies owed by you to us under this Agreement.

20. INDEMNITY

You release and indemnify us, our servants, agents and TP Suppliers from all liability arising in connection with the Supplies and/or any goods or services provided by our TP Suppliers (including all liability in connection with their provision or cancellation, as applicable). This indemnity includes (but is not limited to) an indemnity against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us, as well as all expenses, penalties, fines (including those imposed by any regulatory or governmental body or under any statute), losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against us) that we may sustain or incur as a result, whether directly or indirectly of:

20.1 any breach of this Agreement by you including but not limited to a breach in respect of which we elect to terminate this Agreement;

20.2 any use made by any person (including any minor) of the Services that are accessed through your access information (including loss of data, delays, non-deliveries, mis-deliveries, service interruptions, whether or not as a result of our negligence or our act or omission);

20.3 the negligence of you or your agent, employee or sub-contractor or of any other person for whose acts or omissions you are held liable;

20.4 any loss of or damage to any property, or injury to or death of any person, caused by any negligent act or omission or wilful misconduct of you or your officers and employees;

20.5 disruption to your telephone services during the installation of an ADSL Service (if applicable).

21. OUR LIABILITY

21.1 We make no express warranties to you except those expressly set out in this Agreement.

21.2 We do not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of this Clause to be void.

21.3 We exclude:

21.3.1 from this Agreement all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this Clause to be void ("**Non Excludable Condition**");

21.3.2 all liability to you in contract for consequential or indirect damages arising out of or in connection with this Agreement even if we were aware they were possible or they were otherwise foreseeable including, without limitation, lost profits and damages suffered as a result of claims by any third person such as you or one of your customers; and

21.3.3 all liability to you in negligence for acts or omissions of us or our employees, agents or contractors arising out of and in connection with this Agreement.

21.4 Our liability to you for breach of any express provision of this Agreement or any Non Excludable Condition (except a Non Excludable Condition implied by section 69 of the Trade Practices Act 1974) is limited at our option to one of supplying, replacing or repairing the Goods or supplying again the Services or Other Services in respect of which the breach occurred.

21.5 On request by you we will refund any amount paid by you for the Supplies in respect of which the breach occurred, rather than provide the remedy referred to above.

21.6 If you are a consumer, as defined under the Trade Practices Act 1974, we do not exclude liability to you for breach of any Non Excludable Condition in respect of goods or services ordinarily acquired for personal, domestic or household use and consumption.

21.7 Subject to Clause 21.8, you warrant that you have not relied on any representation made by us which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by us (other than an applicable Service Schedule).

21.8 You acknowledge that to the extent we have made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

22. VARIATIONS TO THE SUPPLIES, THE AGREEMENT OR OUR POLICIES

22.1 Subject to clauses 17.1 and 17.2 when requesting a change to your Supplies that are supplied on an ongoing basis (whether upgrading, downgrading, cancellation or otherwise), you must provide this request online (where available) or in writing. The request will be processed and actioned on the earliest date that is reasonably possible, having regard to when it will be technically and operationally feasible for us to action it. In most cases, changes to ongoing Supplies will become effective at the next Supply Rollover Date although we cannot guarantee this.

22.2 We may at any time in our discretion change this Agreement. However we will not make a variation that could reasonably be expected to adversely affect you without including a notice on, or with, your next invoice or statement, or sending a separate notice to you at least 3 business days before it takes effect, which:

22.2.1 is clearly identified as being about a variation to this Agreement;

22.2.2 summarises the effect of the variation; and

22.2.3 invites you to contact us for further information about the variation and its effects by visiting the Website.

22.3 You may obtain a copy of our current Standard Form of Agreement as well as the current Summary Standard Form of Agreement from our offices and/or our Website.

22.4 We may at any time in our discretion vary the available service plan(s) for and/or available feature(s) of the Service (or make available new alternative service plan(s) for the Service or new feature(s) of the Service). We will endeavour to notify you of such variations or additions in accordance with clause 4. For the avoidance of doubt we will have no other obligation to notify you of such variations and additions other

than if we endeavour to notify you in accordance with clause 4. You acknowledge and agree that:

22.4.1 it is your sole responsibility to notify Internode in accordance with clause 22.1 if you wish to vary the service plan and/or the features of the Services (including without limitation if you wish to change to a new service plan or receive new features of the Service offered by us) in response to the notification given by us under this clause;

22.4.2 should you not notify Internode in accordance with this clause of your wish to expressly vary the service plan and/or the features of the Services:

(a) Internode is under no obligation to vary the service plan and/or features of the Services provided to you; and

(b) subject to clause 22.2, the service plan and/or the features of the Services will remain unchanged.

23. REFUND POLICY

Our refund policy is as follows:

23.1 if we terminate this Agreement under Clause 16.1, you will not be entitled to a refund in respect of the Supplies;

23.2 if we terminate this Agreement under Clause 16.2, subject to clause 23.6 we will provide you with a refund in respect of the Supplies for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate;

23.3 if you validly terminate this Agreement as a result of our breach, your only remedy (see Clause 21 which sets out the limitations on our liability) will be:

23.3.1 in respect of Services or Other Services, subject to clause 23.6 a refund for the services for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate; and/or

23.3.2 in respect of Goods, a refund of the amount you have paid for the Goods;

23.4 if you request a change in an applicable Service Schedule for the Services (for example, if you select a different Service plan) such that the new Charges for the Services payable each Due Date ("**New Charges**") differ from the previous Charges payable each Anniversary Date ("**Previous Charges**"), then:

23.4.1 if the New Charges exceed the Previous Charges, you must pay us at the time that the applicable Service Schedule is changed ("**Changeover Date**") the New Charges payable for the period until the next Anniversary Date (less any unused Previous Charges you have pre-paid to us); or

23.4.2 if the New Charges are less than the Previous Charges, we will retain a credit and will apply this amount towards the New Charges on successive Anniversary Dates until this credit has been used up; and

23.4.3 you agree to pay the New Charges (which will be deemed to be the Charges) from the Changeover Date in accordance with this Agreement;

23.5 if we suspend the Services under Clause 15.6 for a significant period, subject to clause 23.6 we will provide you with a pro rata refund in respect of the Supplies for which you

have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate;

23.6 each Service is billed in full monthly blocks from the relevant Anniversary Date for that Service. If we terminate that Service pursuant to clause 16.2, you terminate that Service pursuant to clause 17, or clause 23.3 or clause 23.5 apply, we will refund you for any unused portion of that Service that you have paid for in advance in full monthly blocks. However, if you have used any part of any full monthly block for that Service we will not provide a refund in respect of that month.

24. ASSIGNMENT

Your rights and obligations under this Agreement shall not be assigned, sold, delegated, alienated, transferred or otherwise disposed of without our consent.

25. TECHNICAL SUPPORT

Our Services include technical support services during commissioning of the Services. Once you have successfully connected to the Internet through us and/or gained any additional Services you have purchased from us, we have fulfilled our support obligations to you. Additional support may be provided, although it may be at an additional cost to you in the event that the reported problem is due to faults in your software or hardware. We cannot provide free support for faults that are outside our system or that do not relate to the Supplies.

26. FORCE MAJEURE

No party is liable for any failure to perform or delay in its performance of its obligations under this Agreement if the failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days the other party may terminate this Agreement with immediate effect by giving notice to the party. This Clause does not apply to any obligation to pay money.

27. SEVERABILITY

The parties to this Agreement agree that if any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.

28. WAIVER

The failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right:

28.1 to insist on the performance of, or claim damages for breach of, that obligation unless that party acknowledges its waiver in writing ; or

28.2 at any other time to require performance of that or any other obligation under this Agreement.

29. COMPLAINTS HANDLING

Internode is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, we request that you refer to our customer complaint handling procedures located on the Internode web site at **http://www.internode.on.net/contact/complaints** and contact Internode using the contact details located on the Website. If your complaint is not resolved at the first point of contact, that is, within the department your complaint relates to, you may have the complaint

reviewed at a higher level by emailing feedback@internode.on.net or via the website **http://www.internode.on.net/contact/feedback/**. If you are not satisfied with Internode's review and response to your complaint you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.

30. CUSTOMER SERVICE GUARANTEE

The Customer Service Guarantee under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 prescribes mandatory performance standards for certain telecommunications services. Internode will comply with such standards to the extent that they apply to the Services offered.

31. COMPLIANCE WITH LAWS

We must comply with the Telecommunications Act 1997 and other laws and directives under state or federal laws including without limitation those issued by state or federal law enforcement agencies that have jurisdiction over the use of Internet services. We will cooperate with law enforcement agencies and other service providers to control and prevent unacceptable behaviour and may implement automated mechanisms to prevent behaviour which is or may be in breach. This may include removing any content or closing or suspending your account. It may also include disclosing personal information or any other information or data held by us about you in accordance with our Privacy Policy, and/or disclosing any other information or data held by us in, or in relation to, your account provided that:

31.1 we have reason to suspect that unlawful activity has been, is being or may be engaged in, and we disclose this information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; or

31.2 we are required or specifically permitted by or under law to provide this information to an authority or person that is duly authorised to request it; or

31.3 a court order compels us to disclose this information to a specified recipient; or

31.4 we are otherwise required or specifically permitted by law to disclose this information.

32. GOVERNING LAW

This Agreement is governed by the law in force in the State of South Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them for determining any dispute concerning this Agreement.

ACCEPTABLE USE POLICY

INTRODUCTION

This is Internode's Acceptable Use Policy, which forms part of Internode's Standard Form of Agreement or Internode's Master Services Agreement (as applicable). Definitions for the terms used in this Policy are contained in Internode's Standard Form of Agreement or Internode's Master Service Agreement (as applicable). This Policy only applies to the extent that is relevant to a Service you have acquired from us.

YOUR OBLIGATIONS AND PROHIBITED USE

1. You must not access, nor permit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature or any other nature contrary to statute.

2. You must not use the Services to make available any material that is illegal, including but not limited to material that is classified or would be classified as RC or X under the National Classification Code set out in Schedule 5 of the *Classification (Publications, Films and Computer Games) Act 1995 (SA)*, nor will you use the Services to provide unrestricted access to material that is unsuitable for minors.

3. You will not act through the Services, or use the Services, to block or disrupt access by other users, service providers, their computers, software or hardware. Such actions include, but are not limited to attempting to gain unauthorised access to another computer system, unauthorised copying, monitoring, modification or destruction of information held on another computer system, unauthorised copying or dissemination of material protected by copyright or propagating computer viruses, worms and other types of malicious programs, probing, scanning or testing the vulnerability of a system or network, breaching any security or authentication measures for a system or network, accessing the account or private information of any other user, accessing any server in violation of any acceptable use policy of that server, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

4. You must not use the Services to transmit or display (nor permit any other party to use the Services to transmit or display) threatening, obscene, offensive or abusive materials, or engage in any form of harassment when using the Services (or when permitting any other party to use the Services).

5. The Services must not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

6. You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from the Services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material.

7. You must respect the privacy of others when accessing and using the Services.

8. You must, in accessing and using the Services, only use software that you are legally entitled to use and such use must not infringe any third party intellectual property rights.

9. You must not use the Services for pyramid or other illegal soliciting schemes.

10. You must not use the Services for any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

11. You must not use (or attempt to use) or distribute tools designed for compromising security (such as password guessing programs, cracking tools, packet sniffers or network probing tools).

SPAM

12. The following applies in relation to Spam:

12.1 Definition

In this clause, "Spam" includes one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act 2003, and derivations of the word "Spam" have corresponding meanings.

12.2 Acceptable use in relation to Spam

You may not use the Service to:

12.2.1 send, allow to be sent, or assist in the sending of Spam;

12.2.2 use or distribute any software designed to harvest email addresses; or

12.2.3 otherwise breach the Spam Act 2003 or the Spam Regulations 2004 of the Commonwealth.

12.3 You must not allow the Service provided to you to be used to host any device or service that allows email to be sent between third parties not under your authority and control.

12.4 Customer to minimise risk of breach

12.4.1 You agree to use your reasonable best endeavours to secure any device or network within your control against being used in breach of clause 12.2 above by third parties, including where appropriate:

(a) the installation and maintenance of antivirus software;

(b) the installation and maintenance of firewall software; and

(c) the application of operating system and application software patches and updates.

12.4.2 Our right to suspend your account applies regardless of whether the open service is provided or the breach is committed intentionally, through misconfiguration, or by other means not authorised by you including but not limited to through a Trojan horse or virus.

12.5 Our right to scan for misconfigurations

We may scan any IP address ranges allocated to you for your use with the Service in order to detect the presence of open or otherwise misconfigured mail and proxy servers.

OUR RIGHTS

13. We reserve the right to remove any information or materials, in whole or in part, that we, in our sole discretion, deem to be offensive, obscene, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

14. We are under no obligation to monitor transmissions or published content on the Services. However, we or our agents have the right to monitor such transmissions or published content from time to time.

PRIVACY POLICY

This is Internode's Privacy Policy, which forms part of Internode's Standard Form of Agreement or Internode's Master Services Agreement, as applicable. Definitions for the terms used in this Policy are contained in Internode's Standard Form of Agreement or Internode's Master Service Agreement, as applicable.

We only collect personal information where it is necessary to perform our functions and activities and provide the Supplies to you. We would like to reassure customers that we will only disclose your personal information as set out in this Policy.

1. We may, in our discretion, retain and access any data or information concerning your use of the Supplies.

2. Where we hold information that you lodge with us (for transmission or web hosting) we will make back-up copies of your information. However, we do not guarantee successful restoration of your information lodged on our servers in the unlikely event of loss of that information (due, for instance, to a catastrophic hardware failure). It is your responsibility to ensure that you keep back-up copies of all information that you lodge with us.

3. We will not disclose personal information or any other information or data held by us about you to a third party unless:

    3.1 we have reason to suspect that unlawful activity has been, is being or may be engaged in, and we disclose this information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; or

    3.2 we are required or specifically permitted by or under law to provide this information to an authority or person that is duly authorised to request it; or

    3.3 a court order compels us to disclose this information to a specified recipient; or

    3.4 we are otherwise required or specifically permitted by law to disclose this information (including disclosure permitted under the Privacy Act 1988). Such disclosure includes any disclosure necessary to provide the Supplies to you (including for example possible disclosure to our suppliers).

4. You expressly consent to us:

    4.1 using any data or information that you provide to us in connection with provision of the Supplies:

        4.1.1 to provide you with information (whether by email, post or any other form of communication) about other goods and services offered by Internode (or a related entity of Internode), about Internode (and/or a related entity of Internode) and/or about any other topic which we consider would be of interest to you based on the Supplies we currently provide to you unless you let us know in writing that you do not wish to receive such information;

        4.1.2 to contact you (whether by email, post or any other form of communication) about any matter in connection with the Supplies or the provision of the Supplies; and

        4.1.3 for any other purpose related to the provision of the Supplies (including for example in billing and account management, business planning and product development or to verify your identity); and

    4.2 disclosing any data or information that you provide to us in connection with provision of the Supplies to:

4.2.1 our suppliers;

4.2.2 other service providers, or specialist advisers who provide us with administrative, financial, research or other services; and

4.2.3 insurers, credit providers, credit reporting or references agencies or insurance investigators,

to the extent it is necessary to enable the Supplies to be provisioned to you.

5. We will not use or disclose your credit report or any personal information derived from that report unless we are required or specifically permitted to do so under Part IIIA of the Privacy Act 1988 or the Credit Reporting: Code of Conduct.

6. You acknowledge that we must cooperate with the lawful requests of members of the police force or any other person duly authorised to investigate breaches of the law, and that we may disclose any information held by us in relation to your account to such authorities if compelled or required to do so.

7. We have an agreement with NetRatings Australia for NetRatings Australia to provide us with information regarding the use of our Website by our customers. The information gathered by NetRatings Australia does usually not include any of your personal information. However, if you do not wish NetRatings Australia to collect anonymous information about your use of our Website, please visit the following web address to opt-out: http://www.netratings.com/privacy.jsp?section=leg_scs.

8. You may by written request to us access to the personal information we hold about you, and we will grant you access unless we are required or permitted to refuse such a request. We may charge a reasonable fee for such access in accordance with the Privacy Act 1988. You may also by written request to us ask that personal information we hold about you be corrected if you consider it is not accurate.

9. We draw your attention to the ACIF Calling Number Display Code of Practice, which can be viewed at http://www.acma.gov.au/ACMAINTER.393554:STANDARD:550353612:pc=PC_2096. In particular:

9.1 this Industry Code requires carriage service providers to inform their customers that they receive Calling Line Identification ("**CLI**") information in many circumstances where the customer would expect this to not occur; and

9.2 Internode receives this CLI information in most cases which means we know the phone number you call us from when you make a modem or ISDN call to connect to the Internet even if you have a silent number or use ‘per call blocking’.