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## STANDARD FORM OF AGREEMENT

### GENERAL TERMS AND CONDITIONS

#### 1. General

1.1 These are the General Terms and Conditions on which ACN Pacific Pty Limited (“ACN”, “we”, “us”) supplies telecommunication services and ancillary goods to its residential and small business customers (“you”). These General Terms and Conditions form part of the Standard Form of Agreement (SFOA), formulated for the purpose of section 479 of the *Telecommunications Act 1997 (Cth)* (“Act”).

1.2 The legal relationship between ACN and you shall be exclusively governed by the operation of section 479(2)(b) of the Act. This means that the terms and conditions on which services and ancillary goods requested by you in your Customer Authorisation Form (the “Services” and “Goods” respectively) are supplied are those set out in this SFOA. The SFOA is binding on you and on ACN by virtue of s479(2)(b) of the Act and no contract or other legally binding relationship shall be created between you and ACN in relation to the supply of the Services or Goods.

**This is an important document, please read it carefully.**

1.2 This SFOA commences on the earliest of the day the Services were first used, the date of completed transfer from your previous telecommunications supplier or the date the Goods were first supplied (“Commencement Date”) and will continue until terminated in accordance with clause 20 unless otherwise terminated in accordance with the relevant Service- or Good-specific Terms.

#### 2. Provision of Services

2.1 We agree to provide and you agree to acquire the Services and/or Goods on these General Terms and the relevant Service-specific Terms, as requested by you in the Customer Authorization Form (the “CAF”). Your CAF specifies the Services and/or Goods you have selected and may specify options and features you have selected for these Services and/or Goods. If you acquire more than one service and/or item of goods, then each service or item will be provided under these General Terms and the relevant Service-specific Terms.

2.2 You must select us as your service provider for local, national and international long distance calls and calls to mobile services.

2.3 Services and/or Goods will only be provided if it is technically possible, you are either a residential (non-commercial) customer or a small business customer and you meet our credit policy requirements.

2.4 We will provide the Services using our facilities and services or those of other carriers, telecommunications service providers or equipment suppliers (“Network Providers”).

2.5 We aim to provide but cannot guarantee continuous or fault-free Services. Network or equipment-specific problems, as well as climatic, geographic and usage issue may affect the quality and availability of the Services.

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- 2.6 Your account may only be in one name. If you have the account in more than one name we may, at our discretion, transfer the account to one only of those names.
- 2.7 By requesting the Services you undertake to provide your correct name, address and all other factual information. You agree that:
- (a) if the account is in your name as an individual, even where you have also nominated a business name, you have full capacity to request the Services and are able to pay the Charges; or
  - (b) if an account is established in the name of a company or partnership, the person that has opened the account on behalf of the company or partnership is duly authorized to request the Services on behalf of the company or partnership.
- 2.8 You may only use the Services and/or Goods:
- (a) as stated in this SFOA; and;
  - (b) for your own personal use. This means you must not resell any of the Services, Goods or Equipment.

### **3. Prohibited Uses**

- 3.1 You must not use or permit any use of the Services:
- (a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct; or
  - (b) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise, to any third party; or
  - (c) in, or in relation to, the commission of an offence against any applicable law
- 3.2 You must not, and must use reasonable endeavours to ensure that other persons do not interfere with, or attempt to interfere with, the operation of:
- (a) the Services; or
  - (b) the Network; or
  - (c) our equipment or facilities associated with the Services.

### **4. ACN Network Providers**

As we use the services of other Network Providers in providing the Services, you agree to comply with any reasonable instruction given by us from time to time, which is necessary to avoid causing any breach by us of the relevant Network Provider's terms and conditions of supply applicable to that service.

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## 5. Co-operation

You must comply with any reasonable instructions given by us, and provide all information and assistance reasonably required by us, in order to enable us to comply with any request or direction of a government agency, emergency services organization or other competent authority for reasons of health, safety or the quality of the Services or the general maintenance and operations of the network(s) and facilities used to provide the Services.

## 6. Billing and Charges

- 6.1 We will invoice you monthly but reserve the right to invoice at different intervals and issue interim invoices. We will provide you with a breakdown of the fees and charges payable in each invoice. Our records and/or the records of any relevant Suppliers or Network Providers will be conclusive evidence of your usage of the Services and the Charges payable by you.
- 6.2 We will charge you an additional fee if you request to receive paper invoices or request billing information, which does not form part of our standard invoice.
- 6.3 Unless otherwise expressly stated in the relevant Service Description, we will invoice you:
- (a) for any equipment you purchase or lease from us, our agent or Network Provider on or after delivery;
  - (b) for any installation, activation or connection charges, after installation, activation or connection;
  - (c) for variable charges, in arrears;
  - (d) for recurring or fixed charges, in advance; and
  - (e) otherwise, as notified by us from time to time.
- 6.4 You must pay all fees and Charges within 14 days of the date of invoice, unless otherwise stated on the invoice.
- 6.5 We may pass on to you any charges our Network Providers charge us for provision and usage of your service.
- 6.6 Delays in the processing and receipt of billing information may mean that not all Charges during the invoicing period covered by an invoice can be included in that invoice. Those Charges may be included in any subsequent invoices.
- 6.7 We may re-issue any invoice if any error is subsequently discovered.
- 6.8 You are liable for all Charges whether or not you authorised the particular use of the Services by another person and you will continue to be liable for the Charges if you allow another person to occupy your premises or use the Services.
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- 6.9 We may charge interest on all or any part of the Charges remaining unpaid by the due date. Interest will be charged from the due date until payment at a rate equal to 3% above the Commonwealth Bank Corporate Overdraft Reference Rate. You will be liable to pay to us all expenses (including reasonable legal costs and expenses and the fees of our debt recovery agents) incurred by us in relation to recovering payments due under this SFOA. We may also charge you a late payment fee.
- 6.10 We may suspend the provision of Services to you, where any amounts owing from you remain outstanding after 45 days, unless we have received written notice from you of a dispute of those Charges in accordance with clause 7.
- 6.11 We may set off in whole or in part any amounts due and payable by us to you, against any amount due and payable by you to us under this SFOA.
- 6.12 You may not withhold, deduct or set-off any amount from or against any payment due by you to us in any circumstances.
- 6.13 If you use an override code or access code to access services offered by another supplier, you will be invoiced by that supplier for charges you incur unless we have a separate arrangement in place for such supplier to charge us directly, in which case we will pass on the charges to you.
- 6.14 Unless expressly stated otherwise, the charges payable for the Services are inclusive of GST. Where the charges are expressed to be exclusive of GST, you must pay us in addition to the charges for the Services, an amount equal to any GST payable on the supply of the Services. That additional amount is payable at the same time as any part of the charges for the Services is payable. We will issue a tax invoice to you for the supply of those Services at or before that time.
- 6.15 If you choose to pay by direct debit and your financial institution fails to honour your payment or rejects or returns our payment request for any other reason, we may ask you to pay the amount owing directly to us. We may charge you a dishonour fee or a decline fee, as applicable.
- 6.16 If you do not pay our invoices on time for two months in a row, we may require you to provide us with an authority to directly debit your credit card or bank account with the amount of all future invoices. You must not cancel such a direct debit authority unless you provide us with security in accordance with clause 8.
- 6.17 If a direct debit request related to any of your accounts or credit card(s) fails for two months in a row, we may require you to provide us with security in accordance with clause 8.
- 6.18 In the event that your account is terminated and we owe you any amount, we will notify you of these amounts. In the event you do not claim those monies within 12 months of being notified we will retain the money and you agree that you will have no further claim in relation to those monies.
- 6.19 For some Services, Charges appearing on your invoice may vary slightly from the price advertised in our pricing tables because Charges are rounded to the nearest cent before GST is added.
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- 6.20 Although we do not have the obligation to monitor your usage, we may temporarily suspend or restrict the Services and issue an interim invoice where we reasonably believe that your usage has been excessive or unreasonably high or when you have exceeded your credit limit. Re-activation of your services may depend on your payment of the interim invoice. We are not required to keep you informed of your usage prior to requesting an interim payment.
- 6.21 We reserve the right to introduce a fee for paying your invoice using a credit card. If we introduce such a fee we will provide you with sufficient notice of the fee and the date from which it will apply.
- 6.22 If you fail to pay your invoice, including any interim invoice, on time, you will be in breach of your agreement and we may suspend, restrict or terminate the Services, and you will still have to pay all outstanding Charges, including any fee for late payment. If we suspend or terminate the Services and we agree to re-connect you, you will be required to pay a service restoration fee, which will be added to your Charges.
- 6.23 If you use the Services to acquire goods and services from third parties, you are responsible for paying any invoices they may send you.
- 6.24 After this SFOA ends, it is your responsibility to cancel any direct debits, standing orders, credit card authorizations or other authorizations you may have given in relation to your Services.

## 7. **Billing Disputes**

- 7.1 You may dispute an invoice and initiate a billing dispute if you reasonably believe that you are not liable to pay the Charges because of an inaccuracy, omission or error in the invoice.
- 7.2 To raise a valid billing dispute, you must make a good faith request and provide specific evidence, which demonstrates that a particular charge or invoice is incorrect.
- 7.3 You may only initiate a billing dispute alleging that any charge or invoice is incorrect, or you are entitled to a refund for overpayment, if you do so within 12 months of the date of invoice or overpayment.
- 7.4 If you raise a valid billing dispute, we will conduct investigations, which are reasonably necessary and appropriate in the circumstances of the dispute. At the end of these investigations, you will pay any outstanding amount (together with interest on that amount calculated in accordance with clause 6.9 from the original due date for payment) within 7 business days.

## 8. **Security**

- 8.1 We may require you to provide a form of security (e.g. a security deposit, a charge or bank guarantee) or pay some or all of the Charges in advance. If you do not, we can refuse to provide, suspend, restrict or cancel the Services. We will give you reasonable notice before such requirement takes effect. We may from time to time vary the requirement for, including the amount of, this security.
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- 8.2 Providing security does not affect your obligations to us, including your obligation to pay all Charges as they become due and payable.
- 8.3 We may apply the whole or any part of any financial security to satisfy any amount you are required to pay to us from time to time and that is overdue. This does not limit our other rights under the SFOA.
- 8.4 We will return any remaining security to you after you have stopped using the Services, you have paid us all outstanding Charges and discharged all your other obligations under the SFOA and we are satisfied that we will not be obliged to repay any amount received by us for any reason.
- 8.5 If we require you to lodge a security deposit as a condition of us providing Services to you, you authorize us to deduct from that deposit any amounts remaining owing to us 30 days after the date of an invoice. If you have paid all of our invoices on time for 12 consecutive months, we may either refund the deposit or credit it to your account.
- 8.6 We may from time to time set a credit limit for the provision of the Services to you. You will be notified of this credit limit and any variation to it. If you exceed this credit limit, we may suspend or restrict the Services available to you without notice.
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## 9. Plans and Promotional Pricing

Plans and Promotions are special offers, which we may make available to you from time to time. Plans involve combinations of some or all of: Enhanced Calling Features; service charges and call and event charges. Plans may affect the standard pricing of the individual components and may include additional conditions, such as remaining preselected to ACN for all long distance calls, using the Services for a minimum period, with a fee payable if you breach any of these requirements. In order to obtain the benefit of Promotional Pricing, you may be asked to agree to additional terms and conditions, such as adopting a minimum service term. Such terms and conditions will prevail over the usual terms and conditions of this SFOA, for the duration of the Promotional Pricing offer.

Plans and Promotional Pricing are always subject to a reasonable usage policy, which shall be incorporated into this SFOA and notified to you from time to time.

## 10. Equipment

- 10.1 You may only use ACMA approved equipment in accessing and using the Services. You are responsible for maintaining any equipment provided by us, or any of our Network Providers. You indemnify us against any loss or damage to the equipment. You acknowledge that, you do not acquire ownership of any equipment provided by us or our Network Providers under this SFOA.
- 10.2 You must ensure that any equipment supplied to you, facilities and connections used in providing the Services, are not altered, maintained, repaired or connected to or disconnected from any power source or line except by a person approved by us or our Network Provider.
- 10.3 We, or a person approved by us, may require access to your premises from time to time in connection with the provision and maintenance of equipment or Services. If you do not own the premises, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or any serviceman approved by us or our Network Provider, against a claim by the owner of the premises in relation to such entry on the premises. If you do not provide access at our reasonable request, we may limit, suspend or cancel the Services.
- 10.4 Upon the termination of this SFOA, you must return any equipment to us or our Network provider, or make it available for collection, in accordance with our instructions. If you fail to return the equipment or make it available for collection, we may recover the value of the equipment, and the cost of recovering the equipment, from you.

## 11. Telephone Numbers and Porting

Telephone numbers are a national resource and they are not owned by any party to whom they are allocated, transferred or issued. You are entitled to use the telephone number(s) issued to you unless the Telecommunications Numbering Plan or any other relevant regulations permit us to recover the number from you. You may only transfer a telephone number to another person with our prior consent. You herewith

acknowledge that you have no claims in relation to and do not acquire title or goodwill as a result of using the telephone number in conjunction with the Services. You acknowledge that we are not liable to you for any expense or loss incurred by you or your business due to any variation, withdrawal, suspension or reassignment of a telephone number.

If you wish to acquire the Service, you may be able to retain (port) your existing telephone number, subject to availability and technical and commercial considerations.

## **12. Terms that apply for Fixed Line Service**

12.1 To the extent that *Part A of Telstra's Customer Terms - Basic Telephone Service* or, where the service is not a Basic Telephone Service, the relevant *Telstra Standard Form of Agreement*, contains any additional terms and conditions relating to local access services (including local calls), which are not included in this SFOA, and which are not inconsistent with this SFOA, those terms and conditions are deemed to be incorporated into this SFOA and you are accordingly bound by those terms and conditions. Accordingly, some services, the charges and the terms of access and use, which form part of the Fixed Line Service, may be amended from time to time as a result of changes to Telstra's Standard Form of Agreement.

### **12.2 Provision of Fixed Line Service**

12.2.1 Fixed Line Service will be provided to you if your premises are or can be physically connected to Telstra's Public Switched Telephone Service ('Access Line') and you preselect your Long Distance Calls to ACN.

12.2.2 The Fixed Service comprises:

- (a) access and connection to Telstra's public switched telephone network (PSTN);
- (b) the ability to make and receive local calls and long distance calls, including calls to special services numbers (as defined in the Telecommunications Numbering Plan) and non-preselectable operator assisted services;
- (c) a telephone number;
- (d) a free listing of the telephone number in a telephone directory; and
- (e) operator-assisted services and enhanced calling features, as described in Telstra's Standard Form of Agreement.

12.2.3 The Fixed Line Service does not include calls made with an override code.

12.2.4 We may vary the Fixed Line Service if reasonably required for technical, operational or commercial reasons or if any of our Network Providers varies the terms and conditions or technical specifications of a particular service provided to us. You herewith acknowledge that our Network Providers may change the technical specifications of the Fixed Line Service at any time for operational, commercial and network planning reasons. We will give you

reasonable prior notice of changes which will adversely impact on your use of the Fixed Line Service.

- 12.2.5 We will provide you with the Fixed Line Service from the day on which our Network Providers have performed all steps necessary to enable you to acquire the Fixed Line Service, including the transfer, connection and/or installation, testing and activation of the Access Line. You acknowledge that there may be a delay between your request to transfer the Fixed Line Service to us and the day when our Network Providers complete all steps necessary to enable us to provide you with the Fixed Line Service. You acknowledge that when you request us to transfer the Fixed Service to another supplier, there may be a delay between the day of your request and the day when that transfer is implemented by that supplier.
- 12.2.6 We are not liable for any delay by, or any act or omission of Telstra or any other Network Provider in respect of the completion of the transfer process.
- 12.2.7 You are responsible to your previous Supplier, for all charges billed by your previous Supplier, prior to and including the date of transfer of the Fixed Services to us.
- 12.2.8 If you change your preselection choice to another Network Provider/Supplier for your long distance services while this SFOA is in force, we reserve the right to override your choice by changing your long distance Supplier. You authorise us to do this at any time as long as this SFOA is in force.

### **12.3 ACN's relationship with other Network Providers and Suppliers**

- 12.3.1 We are a carriage service provider as defined in section 87 of the *Telecommunications Act 1997(Cth)*. We provide the Fixed Line Service to you by re-selling and rebilling the services of our Network Providers.
- 12.3.2 You appoint us as your agent to deal with your current Supplier(s) and our Network Providers, including Telstra. You grant us the authority to act on your behalf in relation to any telecommunications or other services provided by your Supplier(s) over the Access Line, including the Access Line itself.
- 12.3.3 In particular, you authorize us to:
- (a) request preselection to be changed to the Network Provider of our choice;
  - (b) terminate existing supply arrangements with your Supplier(s);
  - (c) request access to your account information held by your Supplier(s); and
  - (d) deal with Network Provider(s) in respect of any faults, provisioning and service change requests or maintenance issues concerning the Access Line or telecommunications services provided over it.

### **12.4 Availability and Restrictions**

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It is technically impracticable to guarantee that the Fixed Line Services are available continuously and in all areas, that you can make and receive calls at all times, or that the Fixed Line Services are free of faults, interruptions or errors. The quality and availability of the Fixed Line Services always depends on the performance of our Network Providers and other network providers, neither of which we control. There may be Telstra exchanges that do not support preselection to us. Your Equipment connected to the Access Line may also restrict your ability to preselect to us.

## **12.5 Enhanced Services and Call Features**

- 12.5.1 We provide most features and services available on the Telstra PSTN. The availability of a particular service or feature depends on the technical feasibility of providing that service or feature.
- 12.5.2 Fixed Line Services relating to local access services have the same technical configuration, features, and functions when supplied by ACN as when supplied by Telstra (unless a particular services, features or functions are not offered by Telstra for resale).
- 12.5.3 The call types, enhanced services and the calling features available on the Service from the Access Line are described in Telstra's Standard Form of Agreement and are subject to change in accordance with any changes introduced by Telstra from time to time.

## **12.6 Customer Service Guarantee (CSG)**

The CSG covers the supply of standard telephone services, including voice grade services used to connect to the Internet or for facsimile. Enhanced call handling features are also covered, including call waiting, call forwarding, call barring, calling number display and calling number display blocking.

We have a number of obligations under the Customer Service Guarantee, which provides for specific performance standards in relation to connecting standard telephone services, rectifying faults or service difficulties and attending appointments with our customers. We will take all reasonable steps to ensure that the applicable service standard will be met. The performance of these services is, however, dependent on our Network Providers who supply the relevant services on our behalf.

In certain circumstances you may be entitled to compensation for our failure to perform the services. You will not be entitled to compensation when you agree to alternative arrangements, we offer to provide an interim or alternative phone service; or there are circumstance beyond our control.

If you require more detailed information about the Customer Service Guarantee, please visit the ACMA's website at [www.acma.gov.au](http://www.acma.gov.au). If you believe that you are entitled to compensation, please call us on 1-300-881-778. We will investigate and, if applicable, credit you account with the prescribed amount.

## **12.7 Transfer of Services to ACN**

- 12.7.1 If, in order to provide the Fixed Services, we need to change your arrangements with your current supplier, we will do so in accordance with this clause.

- 12.7.2 By signing the CAF or otherwise accepting this SFOA you:
- (a) acknowledge that there may be consequences resulting from the transfer of your existing services to us, which arise from your contract or agreement with your current supplier and understand that it is your responsibility to check the terms of any existing contracts or agreements that relate to the services being transferred;
  - (b) authorise us to sign on your behalf and in your name forms of authority to your current supplier to transfer your accounts to us; and
  - (c) authorise your current supplier to transfer to us all telecommunications services relating to the telephone numbers transferred to us;
  - (d) acknowledge that by transferring your existing services and telephone numbers you may lose services, functions and facilities provided by your current supplier and that new services will be provided by us;
  - (e) remain responsible for all amounts owing to your current supplier for any services they supply, or have supplied, to you.

12.7.3 If your current supplier credits us with any amount concerning services provided before the date of transfer, we will credit that amount to your account.

12.7.4 You indemnify us against any claims made by your current supplier in relation to any amounts, which you owe to your current supplier for services provided to you prior to the date of transfer.

## **12.8 Transfer of Services from ACN**

12.8.1 If you request us to transfer the Fixed Services to another supplier, then you remain responsible to us for amounts payable prior to the transfer, and you will immediately pay us that amount on receipt of our invoice. We may also charge you for any costs and fees resulting from the transfer of Services to another supplier.

12.8.2 You must notify us in accordance with clause 20 if you wish to terminate the Services. The provision of the Services will cease upon completed transfer to another supplier.

12.8.3 We will endeavor to bill you for those Services within the next normal billing period but reserve the right to issue subsequent invoices in relation to unbilled fees and charges.

12.8.4 If we become aware of other charges for those Services up to the date of transfer, or we resolve any dispute so that any liability of yours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of the invoice.

## **13. Terms that apply for GSM Mobile Service**

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**13.1 Minimum Service Term**

- 13.1.1 GSM Mobile Service is supplied to you under a minimum service term from the Commencement Date or from the date you subscribe your Service to a service plan which requires a further minimum service term. The length of your minimum service term is specified in the Service Description.
- 13.1.2 If your Service is cancelled or terminated (by you or by ACN for your material breach of this SFOA) or you request a change to your service plan within the minimum service term then you must pay to us the early termination fee as specified in the Service Description. This fee will be a genuine pre-estimate of the loss suffered by ACN for your early termination of the service.
- 13.1.3 From November 1, 2005, where your Service is subject to a minimum service term, if ACN modifies this SFOA in a manner that has a detrimental impact on you that is more than minor then:
- (a) ACN will notify you at least 21 days before the change occurs; and
  - (b) you may terminate the service without paying the early termination fee provided you notify us within 42 calendar days of the date of the notice.
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## 13.2 Provision of GSM Mobile Service

- 13.2.1 We will provide you with GSM Mobile Service in Singtel Optus GSM coverage areas.
- 13.2.2 We may vary the GSM Mobile Service if reasonably required for technical, operational or commercial reasons or if any of our Network Providers varies the terms and conditions or technical specifications of a particular service provided to us. You herewith acknowledge that our Network Providers may change the technical specifications of the GSM Mobile Service at any time for operational, commercial and network planning reasons. We will give you reasonable prior notice of changes, which will adversely impact on your use of the GSM Mobile Service.
- 13.2.3 We will provide you with the GSM Mobile Service from the day on which our Network Providers have performed all steps necessary to enable you to acquire the GSM Mobile Service, including the transfer, connection of your mobile number and/or provision, testing and activation of the SIM card. You acknowledge that there may be a delay between your request to port your mobile number to us and the day when our Network Providers complete all steps necessary to enable us to provide you with the GSM Mobile Service. You acknowledge that when you request another supplier to port your mobile number to that supplier, there may be a delay between the day of your request and the day when that port is implemented by that supplier.
- 13.2.4 We are not liable for any delay by, or any act or omission of Singtel Optus or any other Network Provider in respect of the completion of the port process.
- 13.2.5 You are responsible to your previous Supplier, for all charges billed by your previous Supplier, prior to and after the date you acquire the GSM Mobile Service from us.

## 13.3 ACN's relationship with other Network Providers and Suppliers

- 13.3.1 We are a Carriage Service provider as defined in section 87 of the *Telecommunications Act 1997 (Cth)*. We provide the GSM Mobile Service to you by re-selling and rebilling the services of our Network Providers.
- 13.3.2 You appoint us as your agent in dealing with your current Supplier(s) and our Network Providers, including Singtel Optus.
- 13.3.3 In particular, you authorise us to:
- (a) request access to your account information held by your Supplier(s); and
  - (b) deal with Network Provider(s) in respect of any faults, provisioning and service change requests or maintenance issues concerning your Service.

## 13.4 Availability and Restrictions

- 13.4.1 It is technically impossible to guarantee that the GSM Mobile Service is available continuously and in all areas, that you can make and receive calls at
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all times, or that the GSM Mobile Service is free of faults, interruptions or errors. The quality of availability of the GSM Mobile Service always depends on the performance of our Network Providers and other Network Providers, neither of which we control.

- 13.4.2 We or our Network Providers may restrict access to any public number (other than an emergency services number) if reasonably required for technical, operational or commercial reasons.

## **14. Terms that apply for all Services**

### **14.1 Charging Principles**

- 14.1.1 Charges depend on the call or event type, options, features and characteristics of the Service(s). Specific charges for particular call or event types and enhanced calling features are described and explained in the Service Description.
- 14.1.2 You will not be charged for unsuccessful calls.
- 14.1.3 You will be charged for usage of the Service monthly in arrears.
- 14.1.4 You will be charged at either a flat charge or at a timed rate based on call or event type, and in some cases the duration of the call or event.
- 14.1.5 The components of a timed call are:
- a) a connection charge per call; and
  - b) a per billing increment rate (rounded up to the nearest increment and cent) multiplied by the call duration. The billing increment depends on the call type and/or service type. The charges for timed calls within Australia are based on charging periods, which may relate to certain times in the day.
- 14.1.6 Where a charge for a call is calculated on the basis of blocks of time, an incomplete block of time is charged as a full block.
- 14.1.7 You will be charged a service charge monthly in advance. In relation to Fixed Line Service this charge includes access to and maintenance of the Access Line.
- 14.1.8 If you want to remain eligible for the special rates, plans and promotions offered by us from time to time, in relation to Fixed Line Service you must continue to acquire both Local Access and Long Distance Services from us.

### **14.2 Additional Charges and Fees**

We may require you to pay the following fees:

- (a) connection fees, such fee being applicable when you ask us to connect a new service or provide you with additional connections;

- (b) rental, delivery, installation and upgrade charges relating to any rental equipment provided;
- (c) suspension fee, such fee being applicable when we suspend you services in accordance with clauses 14.5.1, 20.1 or at your request;
- (d) service restoration fee, such fee being applicable when we reactivate or reconnect the Services upon your request if the Services were suspended for more than 3 months or, if the Services were suspended in accordance with clauses 14.5.1 or 20.1 and the payment of such fee is a precondition of providing the Services to you again;
- (e) any other additional fees and charges as described in the pricing tables or as announced by us from time to time.

### 14.3 Equipment

- 14.3.1 You must not use any equipment or cabling that is prohibited by or does not meet the requirements of any technical or interconnection standards made by the ACMA under the Telecommunications Act.
- 14.3.2 You are responsible for the security and proper functioning of any equipment, which you employ in order to access and use the Services ("Equipment"). We are not obliged to provide you with equipment or, unless specifically mentioned in these terms, maintain its correct operation by providing maintenance and repair services. In particular:
  - a) if Equipment owned by you causes a fault in the operation of a Service, you must, if requested by us, pay us for a call-out charge and the reasonable costs of restoring the Service and rectifying the fault, including the permanent disconnection and/or removal of any Equipment, which is found to be non-compliant, unsuitable for a particular service or constitutes a risk the proper functioning of the services or the network, including network facilities, of any of our Suppliers;
  - b) you must not interfere with the normal operation of a Service or make it unsafe;
  - c) you must provide us or our Network Provider with safe access to your Premises;
    - (i) to inspect or test Equipment which may be causing interference or danger; and
    - (ii) in connection with the installation, provision and maintenance or removal of the Services or any Equipment.
  - d) you must make modifications to any Equipment to avoid danger or interference when required to do so by us or our Network Provider.

- 14.3.3 You herewith indemnify us against a claim by the owner or occupier of the Premises in relation to our or Network Provider's entry onto those Premises; if you do not own the Premises, you must obtain the owner's permission.
- 14.3.4 You acknowledge that: the obligations set out in this clause are for the benefit of both ACN and our Network Provider(s).

#### **14.4 Reporting Faults**

- 14.4.1 You must report faults in the Services as soon as you become aware of them. The following number 1-300-881-778 is available 24 hours a day, 7 days a week. Where you report a fault after 5:00 pm, it will be deemed reported on the following working day.
- 14.4.2 Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by your Equipment. As we resell the services of other Network Providers, we will need to inform them of the fault and request an investigation and correction. You may be contacted by our Network Provider about the fault and you must provide reasonable assistance.
- 14.4.3 If it is determined that the fault was caused by your Equipment, we will use reasonable endeavours to inform you of the fault and its probable cause and location but will bear no further liability or responsibility.
- 14.4.4 If we determine that the fault is caused by any equipment or facility of a Network Provider, we will inform the Network Provider of the fault and request its rectification.
- 14.4.5 We reserve the right to charge you for any costs, which we incur in investigating the fault.
- 14.4.6 If the fault is attributable to any of the events described in clause 17.3 of these General Terms, we may charge you for any costs we incur in investigating and rectifying the fault.
- 14.4.7 You must assist us or our Network Supplier in the localization, investigation and rectification of any fault regardless of whether that fault is caused by any equipment or facilities of ACN or another Network Provider.

#### **14.5 Termination, Restriction and Suspension**

- 14.5.1 We may terminate, restrict or suspend the provision of Services in the following circumstances:
- a) you (or a person authorised, permitted or enabled by you) interferes with the operation of a Service or the Equipment of our Network Provider;
  - b) you prevent us or our Network Provider from entering the Premises to inspect, repair or maintain a facility or Equipment that is necessary for the supply of that Service to you;
  - c) you fail to make any modifications required under clause 14.3.2 or otherwise fail to follow our or our Network Provider's reasonable

instructions, which were given in order to ensure the proper functioning of the Services;

- d) you fail to rectify any defect or inadequacy in any Equipment not owned or maintained by us or our Network Provider after being requested to do so;
- e) your use of the Services interferes with the proper functioning of our Network Provider's network and you fail to rectify the situation after notification from us or our Network Provider.

14.5.2 The exercise of our right to suspend or limit the provision of Services is always an alternative to our right to terminate, which can be exercised at our sole discretion.

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- 14.5.3 We will terminate the provision of Services to you:
- a) if responsibility for the Services is transferred to another person, such transfer being effective from the date we accept that person as a customer by implementing the necessary changes in the Service account details; or
  - b) if you chose to change the supplier for Local Access and Long Distance, such change being effective from the date the new supplier or Telstra, whichever applicable, has completed the transfer; or
  - c) if you chose to port your mobile number to another supplier, such change being effective from the date the new supplier has completed the port; or
  - c) if any of our Network Providers terminates the agreement(s) under which we resell the Services to you.
- 14.5.4 The above rights are in addition to our rights described in clauses 20 and 21 of these General Terms and Conditions.
- 14.5.5 When this SFOA is terminated you must permit us or our Network Provider to enter your premises to remove any Equipment belonging to us or our Network Provider.

## **15. Calling Number Display and Calling Line Identification**

- 15.1 Calling Line Identification ("CLI") is data generated at the time a call is established and passed through the carrier networks. It includes the called party's number, the calling party's number, the date and time of the call, the call's duration and routing. CLI is integral to the operation of telecommunications networks, as it facilitates the efficient call management, route selection and billing and is passed between carriers and carriage service providers to support the operation of carriage services in accordance with the Telecommunications Act 1997. CLI makes possible the provision of a range of products and services to customers, including Caller ID (CID) or Calling Number Display and calling name display (both referred to as CND). In practical terms, CID or CND means that your phone number will be presented and displayed automatically to the person or organization you are calling and that you may be identified by your number before your phone call is answered. Your number may be captured by organisational users of CID or CND and linked to databases for recognition of callers and use of this information.
- 15.2 Line Blocking Status means the status of a particular telecommunications service in relation to whether it has in place a Permanent Line Block or enabled CND. Per call blocking means Blocking CND for a single call, by dialling the Blocking Code. Permanent Line Block means an arrangement between us by which CND is automatically blocked unless you dial, in respect of a particular call, the Display Code.
- 15.3 You can disable CLI presentation by asking us for CLI never to be sent except when you choose to send it for an individual call by dialling the prefix '1832' before the number you are calling.
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- 15.4 You can enable CLI presentation by asking us for CLI always to be sent except when you choose to block it for an individual call by dialling the prefix '1831' before the called number.
- 15.5 If you do not choose one of these options (and you do not have a silent number), your line will be activated with Override (Call Block) for your service.
- 15.6 If you have a Silent Line, you automatically receive Line Block with Override (Call Send), unless you request Line Present with Override (Call Block).
- 15.7 You cannot block CLI to the emergency services (000 or 112). You cannot block CLI on internet dial up calls made to an Internet Service Provider, who uses a Telstra ISDN service or an 0198 access number, where the CLI is used by the Service Provider for the purposes of fraud prevention, billing, call management or credit control.
- 15.8 We may not be able to block the presentation of CLI data due to the configuration of the equipment on your premises, e.g. PABX.
- 15.9 You may elect to enable or disable CLI once in a six-month period without incurring a charge. We may charge you for the second and subsequent changes within the six-month period and we will notify you of our proposed charges at the time of your request.

## 16. The Integrated Public Number Database (IPND)

Your Service is supplied to you with a public number. We, like other Suppliers, are required by law to supply your name, address, telephone service number and other public number customer details to a database known as the Integrated Public Number Database (IPND). If your number is not listed, your information is identified and restricted in the IPND so that it is not disclosed, for example, to directory information organizations providing published directories or directory assistance services. The information held in the IPND may only be provided for an approved purpose to those approved data users such as directory information organizations or for the assistance of emergency service organizations or law enforcement agencies. You must notify us if you wish to have your basic IPND data altered in any way.

## 17. Liability

- 17.1 You may have certain remedies under:
- (i) the *Trade Practices Act 1974 (Cth)* and other laws, which may imply certain conditions and warranties into this SFOA; and
  - (ii) the Customer Service Guarantee issued by the ACMA, which establishes minimum connection and fault repair times, breach of which entitles you to certain specified amounts of damage.

We do not exclude or restrict or modify those rights, remedies or implied conditions and warranties if to do so would contravene that law or make any part of this clause void.

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- 17.2 Nothing in this SFOA excludes or limits our liability for death, personal injury caused by our negligence, our fraud or anything limited or excluded by law.
- 17.3 We are not liable for: (a) any delay in installing or transferring any Services, (b) any delay in correcting any fault in the Services, (c) failure or incorrect operation of any Services, or (d) any other delay or default in performance under this where the failure, default or delay is the result or is related to: strike or other industrial action; any act or omission by you or any third party; failures or delays by our Network Providers; legislative or governmental prohibitions, restrictions, or delays in the granting of approvals, consents, permits, licences or authorities; fire, flood, war, network damage or cable cut; or any other event beyond our reasonable control.
- 17.4 To the extent permitted by law, our liability for breach of an express term or implied term of these terms and conditions in contract, tort (including negligence), under any statute or otherwise, is limited to one of the following remedies at our discretion:
- (a) if the breach relates to services, the resupply of the services or the payment of the cost of resupplying the Service; or
  - (b) if the breach relates to goods, the replacement of the goods or the supply of equivalent goods, the payment of the cost of such replacement, the repair of such goods or the cost of such repair.
- 17.5 To the extent permitted by law, we exclude all liability to you in connection with this SFOA for consequential loss, indirect loss, loss of profits of any kind, 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.
- 17.6 To the extent permitted by law, our aggregate liability to you in connection with this SFOA in respect of
- (a) all claims, whether in contract, tort (including negligence), under any statute or otherwise, will not exceed the total amount
  - (b) of charges paid by you under this Agreement within the last three months before the event which gave rise to your claim.

## 18. Indemnity

You indemnify us against all costs, losses, damages, actions, proceedings, claims, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by us as a result of:

- (a) any loss of, or damage to, any personal property (including without limitation the Equipment) caused by or arising from your breach of this SFOA or your acts or omissions (or those of any person for whom you are responsible); or
  - (b) a breach by you of clauses 3, 4 or 5;
  - (c) your acts or omissions (or those of any person for whom you are responsible) relating to the use, or attempted use, of the Services or otherwise arising in
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connection with our supply of (or delay in supply or failure to supply) the Services.

## **19. Assignment**

- 19.1 You may not assign or novate your rights under the SFOA:
- (a) in relation to Fixed Line services, without our prior written consent; and
  - (b) in relation to GSM Mobile services, other than in accordance with clause 19.4.
- 19.2 We may assign some or all of our rights under this SFOA to any person without your consent. We may also transfer some or all of our obligations under this SFOA to Network Providers that is able to perform those obligations and, if that Network Provider undertakes to perform those obligations, we will be released from any further performance with effect from the date of transfer.
- 19.3 We may perform any of our obligations under the SFOA by arranging for them to be performed by another Network Provider.
- 19.4 For the purposes of novation, you agree you novate your rights and obligations under this SFOA to a Supplier on receipt of a notice from either ACN or the Supplier (where the Supplier is authorized by ACN to issue such a notice), such novation to be on terms no less favourable than the terms in ACN's SFOA immediately prior to the novation.
- 19.5 If the arrangements between ACN and its Supplier for the Services are terminated, the Supplier may arrange to supply the services directly to you. You acknowledge that the service plan applicable to the provision of the Services to you may be altered to the nearest applicable Supplier service plan in the event that the rights and obligations of ACN under the SFOA are assigned or novated to the Supplier so that the Supplier provides the Services directly to you.

## **20. Termination**

- 20.1 We may without liability terminate the supply of the Services or part of the Services to you with immediate effect from the date of service of a notice to you (or with effect from such later date as we may specify in such notice, whereby this SFOA will finish no later than at the end of your current invoicing period) if:
- (a) you default in the payment of any Charges by the due date and fail to remedy such default within 14 days of written notice from us;
  - (b) subject to paragraph (a), you default in the performance or observance of any obligation under this SFOA and, in the case of a breach capable of remedy, you fail to correct that breach within 7 days of written notice from us;
  - (c) we reasonably suspect fraud or misuse of the Service on your part; or
  - (d) you are in breach of clauses 3, 4, 5; or
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- (e) you enter into bankruptcy, liquidation, administration, receivership, or are deemed to be insolvent or we otherwise reasonably believe that you will be unable to pay the Charges as they fall due; or
  - (f) if you are an individual and you die (in which case your estate must pay all Charges that are due); or
  - (g) we reasonably believe that your communications with ACN's Customer Contact Centre or any of our independent representatives, or your use of the Services, pose a threat to or disrupt our operations or are of an unacceptable nature.
  - (h) we reasonably believe you have provided us with false or misleading details about yourself; or
  - (i) we receive a serious complaint against you which we believe to be genuine. If this happens, we will deal with the complaint in the manner set out in our Complaint Handling Policy; or
  - (j) we no longer have access to the networks of our Network Providers or if we are no longer able to provide the Services or we cease business.
- 20.2 Subject to clause 6.5 above, you remain liable for all Charges up to the date of termination.
- 20.3 On termination for any reason all Charges and all other amounts owing by you to us, shall become immediately due and payable.
- 20.4 Termination does not affect any accrued rights or liabilities of either party nor does it affect any provision that is expressly or by implication intended to operate after termination.
- 20.5 You may terminate the Services at any time, but if you have a Service subject to a minimum service term then you will have to pay any applicable termination fee as per clause 13.1.

## **21. Suspension and Restriction**

- 21.1 We may suspend or restrict the Services immediately:
- (a) if we are required to comply with an order, instruction or request of a government agency, emergency services organization or other competent authority;
  - (b) if one of our Network Providers is required to undertake emergency repair, maintenance or service of any part of its network;
  - (c) if it is reasonably required to reduce or prevent fraud or interference within our equipment or facilities or the equipment or facilities of our Network Provider(s);
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- (d) where Charges owing to us under clause 6 remain outstanding after 45 days, unless we have received written notice from you of a dispute of those charges in accordance with clause 7;
  - (e) where your credit limit has been exceeded; or
  - (f) where we reasonable believe that your usage has been excessive or unreasonably high; or
  - (g) as an alternative to the exercise of our rights of termination under this SFOA under clause 20.
- 21.2 If we suspend the Service pursuant to clause 21.1 (d), (e) or (f) you acknowledge and agree that:
- (a) we may charge you a re-connection fee;
  - (b) while the Service is suspended, we will continue to incur costs of supply associated with keeping that Service in a suspended state; and
  - (c) except in the case of usage-based Charges, all other Charges in relation to the Service will continue to accrue while suspended and will be payable by you.

## 22. Use of Information

- 22.1 For the purposes of assessing and processing your application for service, establishing your account and the ongoing credit management of your account, you authorise us to collect, use and disclose your personal information ('Personal Information') to a credit reporting agency, including the following information:
- (a) personal identifying details, including your name, current and previous addresses, date of birth, employer and driver's licence number;
  - (b) details of your Application for Service and/or other services supplied to you;
  - (c) the fact that you have applied for credit and the amount;
  - (d) the fact that we are a credit provider to you and any credit limits on your accounts;
  - (e) the amount of any payments which are overdue for at least 60 days;
  - (f) where an overdue payment has been previously reported, advice that the payment is no longer overdue;
  - (g) cheques or credit card payments which have been dishonoured or direct debit requests returned or rejected;
  - (h) court judgments or bankruptcy orders made against you;
  - (i) that, in our opinion, you have committed a serious credit infringement; and
  - (j) that we have ceased to provide the Service to you; and
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- (k) information relating to your affairs or personal particulars (including any listed or unlisted telephone number, address and account history) or services supplied to you.
- 22.2 Subject to our obligations under the *Privacy Act 1988 (Cth)* and the *Telecommunications Act 1997 (Cth)*, we may give your Personal Information to a credit reporting agency to obtain a consumer credit or commercial credit report about you or to allow the credit reporting agency to create or maintain a credit information file about you. You agree that we may disclose a credit report about you to any credit provider, debt collecting agency or any other Network Provider for the purposes of assessing your creditworthiness or to collect overdue payments.
- 22.3 You authorise us to seek from, or give to:
- (a) other credit providers;
  - (b) other carriers or carriage service providers;
  - (c) credit reporting agencies;
  - (d) other Suppliers; or
  - (e) any other person or body carrying on the business or undertaking involving the provision of information about commercial credit-worthiness, Personal Information and information about your commercial activities, your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act 1988 (Cth)* or for purposes permitted under that Act.
- 22.4 You authorise us to obtain and use your Personal Information for the purposes of:
- (a) assessing and processing your CAF;
  - (b) assessing any application by you for credit or commercial credit to be provided by us; and
  - (c) establishing your account and the ongoing credit management of your account, including collecting payments that are overdue in respect of any credit or commercial credit provided by us.
- 22.5 You must also provide to us, or any independent person nominated by us, within 10 business days of our request, any information (including your financial accounts) or any consent you are capable of giving, which is necessary for a person to comply with any request from us to confirm your creditworthiness.
- 22.6 We may:
- (a) refuse an application for;
  - (b) monitor the usage of;
  - (c) restrict your access to;
  - (d) suspend; or
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(e) terminate,

the Services on the basis of our credit assessment of you, after consultation with you to confirm the accuracy of the assessment.

22.7 You consent to allow ACN and its Suppliers (and their related bodies corporate) to use your Personal Information in order to facilitate the supply of the Services to you by ACN or its Suppliers.

### **23. Cooling-Off Period for Residential Customers**

If you are a residential customer then we will allow you to cancel the Service, without penalty, within 10 calendar days of the date on which you signed the CAF except where you have acquired Goods associated with the Service and have opened the inner packaging of the Goods to which the Acceptance Notice is attached, by calling our Customer Contact Centre on 1-300-881-778. If you cancel the Service within this 10-day cooling-off period you will not be charged any service charges or fees (including any applicable early termination fee(s)). You will be liable for your actual usage of the Service (i.e. call and event charges).

### **24. Repetition of CAF Authorisations**

24.1 By signing the Fixed Line Services CAF you confirm and represent that:

- (a) you are authorized to request the transfer of your service(s) to ACN; and
- (b) the telephone numbers listed on your CAF and its attachments are correct and correspond with the services you request be transferred to ACN.

24.2 By signing the Fixed Line Services CAF you acknowledge that ACN has advised you that:

- (a) certain benefits and specific services provided by your previous provider of the Services ('Previous SP') might not be available after the date the services were transferred to ACN ('Transfer Date');
  - (b) the services would be transferred with their current network status (e.g. call barring);
  - (c) the services would remain active with your Previous SP until the transfer to ACN was complete and you must contact them in relation to provision of Services and any faults until then;
  - (d) ACN might require you to seek certain account/service/feature information from your Previous SP to complete the transfer;
  - (e) there might be costs and obligations associated with transfer, including contractual early termination payment obligations to your Previous SP;
  - (f) all call charges and debts incurred prior to the Transfer Date remain with your Previous SP.
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- 24.3 By signing the Fixed Lines Services CAF you authorise ACN to choose (pre-select) your long distance provider.
- 24.4 By listing mobile numbers to be ported in and signing the GSM Mobile Services CAF you authorize ACN to port your existing mobile number(s) listed on the CAF ('Numbers') from your current provider to ACN, including performing any necessary porting processes.
- 24.5 By listing mobile numbers to be ported in and signing the GSM Mobile Services CAF you acknowledge and represent that:
- (a) at the time of signing the CAF you are the owner of the (then) current service associated with the Numbers; and
  - (b) you are authorised to request the porting of the Numbers listed on the CAF; and
  - (c) you were advised by ACN that by porting the Numbers, the current service(s) associated with the Numbers might or might not be disconnected from your existing provider and that this might result in the finalisation of your account for that service.
- 24.6 By listing mobile numbers to be ported in and signing the GSM Mobile Services CAF you understood and were advised by ACN that:
- (a) any outstanding call charges, debts or credits (e.g. pre-paid services) would remain with your current provider and would not transfer to ACN; and
  - (b) your existing handset might not accept the ACN SIM card and unlocking, reprogramming or a new handset might be required.
- 24.7 By signing the CAF you give ACN your consent to:
- (a) use information held by ACN about you and the Services (including your personal and credit information, your application for credit, your mobile number, network type and current provider ('My Information')) and disclose My Information to other carriage service providers, their agents and contractors and credit reporting agencies for any purpose related to the provision of the Services (including managing credit risk, call and event routing, complaint handling and network management); and
  - (b) obtain credit information about you from credit reporting agencies, including information about your consumer credit history and the commercial credit history of your business (commercial customers only); and
  - (c) send you communications, including marketing communications, by any means including email and SMS.
- 24.8 By signing the CAF you declare that the information you have given in the CAF is true and correct to the best of your knowledge.
- 24.9 You acknowledge and agree that neither the CAF nor any conduct of ACN or yourself is or was intended to give rise to, or form part of, a contract between you and ACN,
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nor create any legal relationship, rights or obligations between you and ACN whatsoever, except as provided by section 479(2)(b) of the Act.

## **25. Carriers and Carriage Service Providers**

- 24.8 You represent that you are not a Carrier or Carriage Service Provider (as those terms are defined in the Act).
- 24.8 If you are or become a Carrier or Carriage Service Provider, then ACN or its Network Providers may immediately cancel the Services by notice to you. If ACN or a Network Provider does so, ACN or the Network Provider will negotiate in good faith with you to enter an agreement governing supply of the Services, on terms to be agreed.

## **26. Miscellaneous**

- 26.1 This SFOA is governed by the law of the Australian state or territory that is specified as the service address. Each of us agrees to only bring legal actions about this SFOA in the courts of that state.
- 26.2 This SFOA constitutes the whole legal relationship of the parties to the exclusion of any prior agreement, representation or understanding relating to the Service and/or Goods.
- 26.3 You acknowledge that you enter into this SFOA entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this SFOA.
- 26.4 You release us and each of our officers, agents, representative and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this SFOA before it was signed, and from the negotiations leading to it.
- 26.5 In this SFOA, unless the context otherwise requires:
- (a) headings are for convenience only and do not affect interpretation
  - (b) the singular includes the plural and visa versa
  - (c) all references to dollars, value and price are to the Australian currency;
  - (d) references to a party includes its successors and permitted assigns;
  - (e) references to payment to any party includes payments to another person on the direction of that party; and
  - (f) a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.
- 26.6 A notice, approval or consent, to be issued under this SFOA must be in writing and in the absence of evidence to the contrary will be taken to be received:
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- (a) if left at the address of the addressee, at the time it was left;
- (b) if sent by ordinary post, on the third day after posting;
- (c) if sent by express post, on the next day;
- (d) if sent by facsimile, at the time recorded on a transmission report from the machine from which the facsimile was sent;
- (e) if sent via email, on the passing of 6 hours from the time which the email was sent subject to no error message having been received by the sender in relation to the email sent;
- (f) if sent by short message service (SMS), on the passing of six hours from the time the SMS was sent subject to no error notification having been received by the sender in relation to the SMS sent; and
- (g) if posted on our website at [www.acnaustralia.com.au](http://www.acnaustralia.com.au), on the passing of 12 hours of such posting.

26.7 Any waiver of a breach of any obligation by you relates only to the particular breach and not to any other or subsequent breach, and will not prejudice our rights to take subsequent action. A waiver under this clause will only be valid if it is in writing and signed by the party against whom such waiver is claimed.

26.8 If a provision of this SFOA is void or voidable or unenforceable or the invalid part severed, the remainder of this SFOA will not be affected.

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## 27. Definitions

### 27.1 In this SFOA:

**'ACMA'** means the Australian Communications and Media Authority.

**'Acceptance Notice'** means the notice attached to the inner packaging of the Goods supplied entitled 'Acceptance Notice'.

**'Access Line'** means a line or link, and ancillary facilities, connecting your telephone or other equipment to your local exchange.

**'CAF'** means the Customer Authorisation Form signed by a customer requesting ACN to supply the Services.

**'Charges'** means all charges set out or otherwise referred to in this SFOA for Services and/or Goods supplied to you.

**'Fixed Line Service'** means the Service described in the Fixed Line sections of the Service Description of this SFOA.

**'GSM Mobile Service'** means the Service described in the GSM Mobile sections of the Service Description of this SFOA.

**'Local Exchange Carrier'** means the Supplier, which owns and operates the Access Line.

**'Network Provider'** has the meaning given in clause 2.4.

**'Personal Information'** has the meaning given in clause 22.1.

**'Preselect'**, in relation to an Access Line, means to designate a particular Supplier as the default supplier of LD services to that Access Line. **'Preselection'** and **'Preselected'** have corresponding meanings.

**'Services'** means any one or more of the services referred to in the Service Description of this SFOA.

**'Service Description'** for a Service, means Service Description for that Service as current from time to time including a description of that Service and our pricing provided as part of this SFOA.

**'SFOA'** means this standard form of agreement (consisting of these General Terms and Conditions and the relevant Service Description and appendices) which is formulated in accordance with section 479 of the *Telecommunications Act 1997 (Cth)*.

**'Supplier'** means a carrier or carriage service provider, including ACN, Telstra and Singtel Optus as appropriate.

**'Telecommunications Act'** means the *Telecommunications Act 1997 (Cth)*, as amended from time to time.

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*End of document*

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