

Our Customer Relationship Agreement

SKYDATA SERVICE DESCRIPTION

TransACT Capital Communications Pty Limited ACN 093 966 888

Phone: 13 30 61

1/502 Hay Street, Subiaco WA 6008

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Rules of interpretation and capitalised terms used in this Service Description are defined either in the General Terms of our CRA or in clause 11 of this Service Description.

1. ABOUT THE SKYDATA SERVICE DESCRIPTION

Our Customer Relationship Agreement

- 1.1 This is the Skydata Service Description which forms part of our CRA under which we supply phone and Internet access services to you.
- 1.2 The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Skydata Service.

The Skydata Service

- 1.3 This sets out the specific terms and conditions that apply to our supply of the Service to you.
- 1.4 If you apply for a Telephone Service, you must complete any documentation required to authorise us to provide you with the Telephone Service.
- 1.5 You are responsible for the provision of telephone handsets in order to receive the Telephone Service.
- 1.6 If you apply to transfer your existing telephone service to us:
 - (a) you warrant that you are the account holder for the telephone service identified in your Application and authorise us to arrange for pre-selection of this service to us; and
 - (b) you remain liable for all amounts owed to your former supplier before the transfer and any additional amounts payable due to the termination of your arrangement with that former supplier.
- 1.7 If you apply to transfer your telephone service from us to another supplier, you remain liable to us for all amounts due and payable to us before the transfer (whether invoiced or not) and any additional amounts due and payable to us in accordance with this Agreement.

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2. PROVISION OF THE SERVICE TO YOU

- 2.1 You are not eligible to receive the Service if your Premises are situated in TransACT cabled or ADSL enabled areas.
- 2.2 Notwithstanding clause 2.1, we do not guarantee that we will be able to provide the Service to you.
- 2.3 We will not supply you with the Service unless and until:
- (a) your Premises are situated in the geographic area covered by the TransACT Skydata Network,
 - (b) TransACT is able to determine that your Premises are not affected by any coverage “black spots” (such as trees, buildings or other natural or man-made structures that interfere with the TransACT Skydata Network);
 - (c) you satisfy all other pre-supply testing required by TransACT;
 - (d) we have approved your Application; and
 - (e) if applicable, you have obtained the consent of the owner of your Premises.
- 2.4 Upon receipt of your application, TransACT will assess the requirement for a preliminary assessment of Service availability to your Premises to be conducted. If a preliminary assessment is considered necessary, it will be carried out without the requirement to enter your Premises where possible. However, should we require access to your Premises for this purpose, we will contact you to make arrangements.
- 2.5 If our assessment indicates that we are unable to supply the Service to your Premises, or if you otherwise do not meet all of the criteria set out in clause 2.3 above, we will contact you and advise you that your Application will not be accepted until you are able to make arrangements to meet the criteria (if at all).

3. EQUIPMENT INSTALLATION AND MAINTENANCE

- 3.1 You agree to allow us reasonable and safe entry to your Premises on all occasions required by us for the purposes of assessing the strength of the TransACT Skydata Network at your Premises.
- 3.2 We will provide the Equipment for the Services to you. We do not provide a telephone handset.
- 3.3 You acknowledge and agree that to receive the Service, we must install:
- (a) a subscriber unit on a pole on an external wall, roof or other suitable fixture at your Premises (which may involve the drilling of small holes into the surface); and
 - (b) internal cabling and sockets for the ADSL and telephone outlets.
- 3.4 You agree to undertake any site preparations that we reasonably instruct to allow us to install the Equipment at your Premises and provide the Service to you.
- 3.5 You will be liable for the installation charges set out in the Pricing Schedule.

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- 3.6 We will use our best endeavours to install the Equipment within the following timeframes:
- (a) If the CSG applies to the Service, the prescribed CSG timeframe; or
 - (b) If the CSG does not apply to the Service, a reasonable timeframe.
- 3.7 Note that the following events will affect our ability to meet the timeframes in clause 3.6.
- 3.8 If you apply to transfer (port) your existing telephone number to us, in which case we will be unable to supply you with the Service until your current service provider transfers that number to us;
- 3.9 we are prevented by law from installing the Equipment or providing you with the Service;
- 3.10 a Force Majeure Event occurs and prevents us from installing the Equipment or providing you with the Service; or
- 3.11 You fail to give us reasonable and safe access to your Premises.

4. OWNERSHIP, USE AND CARE OF THE EQUIPMENT

- 4.1 You must:
- (a) promptly report faults in the Equipment to us;
 - (b) take all due care of the Equipment, and protect the Equipment from any loss, damage (excluding reasonable wear and tear), theft or detention; and
 - (c) not use the Equipment at any location other than your Premises.
- 4.2 If the Equipment is lost, damaged, stolen or detained:
- (a) you must promptly notify us; and
 - (b) we may charge you a fee for any lost, damaged, stolen or detained Equipment.
- 4.3 You are responsible for obtaining insurance cover for the Equipment.

5. THIRD PARTY SERVICES

- 5.1 You acknowledge and agree that you will enter into separate contracts for Third Party Services (if applicable).
- 5.2 You acknowledge and agree that we may, from time to time add to or remove the Third Party Services available through the TransACT Network.
- 5.3 We are not liable to you or any other person for any loss or damage suffered by you in respect of the delivery of Third Party Services, including:
- (a) delay or interruption in the delivery of the Third Party Services;
 - (b) supply of Third Party Services in error;

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- (c) failure to provide Third Party Services;
- (d) the failure of any monitoring or security service provided to you over the TransACT Network; and
- (e) any distress or offence suffered by you or any other person through the exposure to pornographic images or any other defamatory or otherwise offensive or distasteful material.

6. IMPORTANT INFORMATION ABOUT THE SERVICE

- 6.1 This clause contains important information about the Service. **Please read this clause carefully.**
- 6.2 The Telephone Service will not operate in the event of power failure or disruption. This means that you will not have access to emergency services and 000 services. The Telephone Service should not be relied on as a lifeline service or by any person with a life threatening condition, or any other person who may require continuous telephone access. **You should consider maintaining an alternative form of communication for use in the event of a power failure.**
- 6.3 If you have a home security system that is connected to the Service (ie a “back-to-base” alarm system) the system may be affected by a power failure. You should seek further information from the manufacturer.
- 6.4 The service quality of the Telephone Service and Equipment may not be of the same quality as a telecommunications service supplied by a fixed line.

7. FACTORS AFFECTING THE SERVICE

- 7.1 Subject to the Consumer Guarantees, although we will use our best endeavours to ensure that our Services is available at all times, we do not warrant that it will be supplied continuously or without fault or degradation of quality or service, nor that it will meet or achieve any performance characteristics.
- 7.2 Upload and download speeds for the Service as set out in the Schedule are the maximum theoretical speeds achievable. The speed, quality and reliability of the Service actually experienced by you may be affected by factors outside our control, including bad weather, load demand on the TransACT Network, radio communications interference, the capability of your ISP or your own equipment.

8. SECURITY AND PRIVACY

- 8.1 You acknowledge that, if you do not ask us to block the Caller Number Display Service, your telephone number may be displayed to other users that you call.
- 8.2 You authorise us to obtain, use, disclose and exchange Personal Information and credit information about you with credit agencies, credit reporting agencies, other credit providers, content partners, other telecommunications companies, ActewAGL and its related bodies or business affiliates, and sub-contractors for the following purposes (or purposes related to these purposes):
- 8.3 Although we will use our best endeavours to ensure the security of the TransACT Network, You acknowledge and agree that we do not guarantee the security of information conveyed over the TransACT Network and that we are not liable to you

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for any loss or damage resulting from the diversion, publication, corruption or inappropriate or unlawful use of any information provided over the TransACT Network to or from any third party.

- 8.4 You acknowledge and agree that you are responsible for the security of any user identification or passwords created for the secure transmission of your information, and agree to take all appropriate measures to prevent others having unauthorised access to your user-identification or passwords. We will not be liable for any loss or damage suffered by you due to the unauthorised use of your user-identification or passwords.

9. TERMINATING OUR CRA

- 9.1 Upon termination of our CRA, we are not responsible for connecting or reconnecting any appliance to any telephone network or other communication network, cable or system.
- 9.2 Other than as set out in our CRA, we are not obliged to remove any Equipment from the Premises, or carry out any repairs to the Premises in connection with the installation or removal of the Equipment.
- 9.3 This clause 9 (and any clause relevant to the interpretation of this clause or that, by its nature, survives our CRA) continue to apply following the termination or expiration of our CRA.

10. MISCELLANEOUS

- 10.1 We may pay commissions to any person who introduces you to us.

11. DICTIONARY

CSG Waiver means the form entitled, "TransACT Capital Communications Pty Limited Customer Service Guarantee Standard Waiver" (or similar).

Customer Service Guarantee or **CSG** means any performance standard of that name (as current) made pursuant to the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Equipment means any equipment or software provided by us to you under this Agreement.

Network Access means the use of the TransACT Network by you to access Third Party Services.

Telephone Service means the telephone service provided by us to you.

Third Party Services means the services provided by third parties to you under one or more separate contracts.

TransACT Network means the telecommunications system comprising all links, cables, radio, microwave and other transmission media and equipment, switches, software and related items owned and operated by us (including the TransACT Skydata Network) to make available and provide the Services.

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TransACT Skydata Network means the TransACT telecommunications system which is based on radio transmission.