

Terms & Conditions (Standard Form of Agreement) between Customers and Business Technology Centre.

This Standard Form of Agreement (SFOA) applies to services supplied to customers by any of the trading names which belong to Commanding Communications PTY LTD - ACN 121 786 641 trading as Business Technology Centre. The terms "we", "us" and "our" refer to Business Technology Centre. The terms "you" and "your" refer to you as a customer of Business Technology Centre. Service refers to any Business Technology Centre service which is a standard service offered from our website at <https://businesstc.com> or a service which is proposed on an individual customer basis.

General Terms

1.

Entering into an Agreement with us

1.1.

You enter into an agreement with us when you apply to acquire a service from us and we accept your application. The application may be made over the phone through the completion of a full voice recording, or by completing an online ordering process or a paper order form. You warrant that you are over 18 years of age and legally entitled to enter into the agreement. If you enter into an agreement as the result of an unsolicited approach by Business Technology Centre and this approach is regulated by the Australian Consumer Law, you have a 10 business day cooling off period during which you can terminate the agreement without cost by notifying us that you wish to do so, starting from the day after you entered into the agreement (for sales not negotiated over the phone) or the day after you received a written copy of the agreement (for sales negotiated over the phone), by calling us on 07 4759 5000 or sending us your cancellation request in writing at accounts@businesstc.com.au

1.2.

The agreement comprises:

1.2.1.

the application form you complete for the service, including a voice recording, if applicable;

1.2.2.

the plan Critical Information Summary (CIS) provided to you relating to the service during the application process; and

1.2.3.

these terms and conditions.

1.3.

If there is inconsistency between any parts of the agreement, the inconsistency will be resolved according to the following order of priority:

1.3.1.

your application form;

1.3.2.

the CIS;

1.3.3.

these terms and conditions.

2.

Your application for service

2.1.

You warrant that information you give to us in your application for service is accurate in all material respects and you acknowledge that we will rely on it. You agree that, if you give us incorrect or inaccurate information during an application which is then relied upon and used by our third party carrier/s for the provision or attempted provision of a service, it may result in delays in the

connection of the service and additional connection charges which you must pay.

2.2.

We may refuse an application for service on any grounds including where:

2.2.1.

we are unable to provide the service owing to limitations of our third party supplier, including regional and network limitations;

2.2.2.

where you have not completed an application form correctly;

2.2.3.

where you do not meet our credit assessment criteria.

2.3.

By applying for a service, you agree that we may request your credit history and credit rating from credit reporting bodies and in so doing we may provide them with the details you have provided to us. We may do this at any time during the agreement.

3.

Period of the agreement

3.1.

An agreement between us and you for service will commence when we accept your application.

3.2.

For contracts other than fixed term agreements, the agreement will continue until it is terminated by either party on 30 days' notice or otherwise in accordance with the agreement.

3.3.

For fixed term agreements, the agreement will continue:

3.3.1.

for the minimum contract period referred to in your application; or

3.3.2.

until it is terminated in accordance with clause 6.

3.3.3.

If the agreement is not cancelled at the end of the fixed term agreement, we will continue to supply the service to you on a month-to-month basis until this agreement is terminated in accordance with its terms. In that case the agreement will no longer be a fixed term agreement.

3.3.4.

If we no longer wish to provide the service or to change the terms of the agreement, including charges, we will inform you of this at least 30 days before the end of the fixed term agreement.

4.

Changes to the Agreement

Fixed term agreements

A fixed term agreement is where the agreement has a specific term such as 24 months.

4.1.

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We may change the terms in a fixed term agreement without voiding the agreement in the following circumstances:

4.1.1.

where you agree to the change;

4.1.2.

where the change relates to the charge for premium services where the change is imposed on us by a third party without notification. In these circumstances we will give you as much notice as is possible but we cannot guarantee any notice will be given;

4.1.3.

where the change will not adversely affect you and, before the change takes effect, we have given you 30 days' notice of the change;

4.1.4.

where the change is in relation to a change imposed on us by law;

4.1.5.

where your service becomes NBN enabled we are required to transfer your service over to the NBN network within 18 months. This may result in us having to pass on to you increases in costs but those increases will be limited to increases imposed on us by our third party supplier of NBN services;

4.1.6.

where the change relates to the charges for international calls to reflect changes which can be imposed on us without notification. In these circumstances we will give you 30 days' notice before making such a change;

4.2.

If we change a term in a fixed term agreement which materially affects you negatively you may terminate the agreement without penalty by giving us 30 days' notice.

Non-Fixed Term agreements

A non-fixed term agreement is where the agreement has no fixed term.

You may cancel the agreement without penalty by giving us 30 days' notice.

We may change some terms in a non-fixed term agreement in the following circumstances:

4.3.

where you agree to the change;

4.4.

where the change is in relation to charges for telephone or internet service and, before the changes take effect, we have given you 30 days' notice, except premium and international services where the change is imposed upon us by a third party supplier without notice where we will give you as much notice as is possible but not necessarily 30 days' notice;

4.5.

where the change will not adversely affect you and, before the change takes effect, we have given you 30 days' notice of the change;

4.6.

where the change is in relation to a change imposed upon us by law.

Notice of a change to the agreement

Notice of a change to the agreement may be given by us to you:

4.6.1.

by email to your nominated account email address,

4.6.2.

with or as part of a bill, or

4.6.3.

otherwise in writing, including by fax or mail.

5.

Using the Service

5.1.

Connection

To allow us to connect the service you must reasonably co-operate with us or our supplier so that we can supply the service safely and efficiently.

If you do not do so we may have to cancel the service or suspend it in accordance with clause 6. In order to connect the service, our third party suppliers may require access to your premises. You must provide our third party suppliers with safe, sufficient and timely access to your premises for the purposes of installing, provisioning or connecting the service.

5.2.

Quality of the service

We will provide the service to you with all due care and skill. In the event of unexpected faults we will use reasonable endeavours to ensure the service is restored as soon as possible.

5.3.

Faults

Before you report a fault to us, you must take all reasonable steps to ensure that the fault is not caused by any equipment that we are not responsible for such as equipment that is owned by you or is not provided by us for you to use in connection with the service. Once we receive a fault notification from you we will advise our third party suppliers to repair the fault as soon as practical. In order for our third party suppliers to fix the fault, they may require access to your premises in which case you must provide our third party suppliers with safe access to your premises.

5.4.

Permitted uses of the service

5.4.1.

When you use the service you must comply with all laws, all directions by a regulator, all notices issued by authorisation of or under law, and reasonable directions by us.

5.4.2.

You must not use, or attempt to use, the service:

a) to break any law or infringe another person's rights (including damaging any property or injuring or killing any person or infringing copyright);

b)

to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted;

c) to expose us to liability; or

d)

in any way which damages, interferes with or interrupts the service of our third party network suppliers.

5.4.3.

We may ask you to stop doing something which we reasonably believe is contrary to paragraph (5.4.2) above. You must immediately comply with any such request. If you do not, we may take any steps reasonably necessary to ensure compliance with paragraph (5.4.2) above or the request (including suspending your service).

5.4.4.

You acknowledge that, where the service is a carriage service, we, or any supplier whose network is used to supply the service, may be required by law to intercept communications over the service and may also monitor your usage of the service and communications sent over it.

5.4.5.

You acknowledge that our third party supplier's network which is used to provide the service is not necessarily a secure and confidential method of communications and you transmit material on that network and the internet at your own risk.

5.4.6.

If you do not comply with this clause, we may be entitled to cancel the service under clause 6.

5.4.7.

Use higher than normal

We may contact you if we become aware of use which is higher than normal and may issue you with an interim bill for any usage not included in your plan. For example, if we notice that you called a large number of international numbers, we may contact you to ensure that the calls are authorised and ask you to make an interim payment. However, we have no obligation to do so. Certain plans include unlimited use of either calls

or data. All these plans are subject to our Acceptable Use Policy which is available on our website at

<http://businessstc.com/acceptable-use-policy/>.

5.5.

Equipment

5.5.1.

In order to use the service, you may require specific equipment e.g. an NBN router/modem and an analogue telephone adaptor (ATA). If we sell you equipment, risk in the equipment will pass to you upon delivery and title in the equipment will pass to you upon full payment.

5.5.2.

In order to use the service:

- a) you must provide a suitable location, environment and power for the NBN Network Termination Device (NTD for fibre to the premises connections) and other relevant devices when supplied;
- b) your equipment must be compliant with all laws, regulations and any reasonable directions we give. If it is not compliant we may disconnect or suspend the service but only if we have given you notice as to why the equipment does not comply and given you a reasonable opportunity to rectify the breach;
- c) you must maintain all devices (including batteries) supplied by us or our third party suppliers; and
- d) you must maintain all cabling to a high standard (and if you install it yourself or have a third party install it, maintain it in accordance with applicable Australian industry standards and guidelines).

6.

Rights to cancel the service

6.1.

Your rights

6.1.1.

You may cancel the service at any time by giving us 30 days' notice without reason, for a non-fixed term agreement, or 30 days' notice after the end of the term for a fixed term agreement (if we continue to supply the service); or if we breach a material term of the agreement and you have notified us of the breach and we do not remedy that breach within a reasonable period and such breach is caused by us.

6.1.2.

If the agreement is an unsolicited consumer agreement as defined by the Australian Consumer Law, you may cancel the service before the end of the 10 business day cooling-off period starting from the day after you receive your agreement by calling us on 1300 72 42 72 or sending us your cancellation request in writing at P.O. Box 210, Chatswood, NSW 2057.

6.2.

Our rights

6.2.1.

We may cancel a non-fixed term agreement at any time by giving you at least 30 days' notice or 30 days' notice after the end of a fixed term agreement (if we continue to supply the service).

6.2.2.

We may cancel or suspend a non-fixed term agreement or a fixed term agreement at any time if there is an emergency, we reasonably suspect fraud by you or any other person in connection with the service, or you fail to pay an amount owing to us for the service by its due date and we have given you notice requiring you to pay in compliance with our Credit Policy available at <http://businessstc.com/credit/>.

6.2.3.

We may cancel a non-fixed term agreement or a fixed term agreement if you have breached a material clause in the agreement and we have notified you of this breach and you have failed to remedy such breach within 7 days of receiving such notice.

6.2.4.

We may cancel a non-fixed term agreement and a fixed term agreement without notice if we are required to do so to comply

with an order, instruction, request or notice of a regulator, an emergency services organisation, any other competent authority or by authorisation of or under law.

6.2.5.

We may cancel a non-fixed term agreement or a fixed term agreement with 7 days' notice if you suffer an insolvency event and we reasonably believe we are unlikely to receive payment for amounts due.

6.2.6.

If we cancel, suspend or disconnect your services for a material breach of the agreement and you rectify that breach and we, in our sole discretion, accept your request to reconnect your service, we may charge you a reconnection fee to reconnect the service, as published by us from time to time at <http://businessstc.com/credit/>.

6.3.

How can you cancel the service

6.3.1.

You can ask us to cancel the service by calling us on 07 4759 5000 or email us at accounts@businessstc.com.au.

Your call or email will be notice to cancel the service.

6.3.2.

You may also be able to cancel the service by electing to have an equivalent service to the service supplied by another carrier or carriage service provider (including, by churning). Even though most telecommunication services can be cancelled automatically, if you move to another provider this is not always the case. It is your responsibility to advise us that you have cancelled the service and until we receive such notification we may continue to bill you and you must pay any costs associated with the service.

6.4.

Your liabilities after cancelling the service

6.4.1.

If you properly cancel the service in accordance with this agreement and terms for the service on the application form you are only liable for any charges relating to the service up to the date the service is cancelled.

6.4.2.

If you cancel a service in breach of any material terms of this agreement or any material terms on the service application form you may be liable to termination fees. These fees are specified in the service Critical Information Summary.

7.

Billing and account payment and charges

7.1.

You must pay all charges resulting from use of the services whether authorised by you or not. If GST applies on any supply we make to you then you must pay the GST amount at the prevailing GST rate. We will issue you a tax invoice for any supply on which GST is payable.

7.2.

Usually our bills are sent to you by the start of the month, the invoice will have a due date and you must pay the bill by this date.

7.3.

If you do not pay your bill on time we will send you a reminder letter and you may receive a telephone call from our credit control personnel. If you only pay part of your bill we will apply that payment to the oldest amount outstanding. You can access our full Credit Policy available at <http://businessstc.com/credit/>.

If you do not pay your bill or if you repeatedly pay it late we may suspend your current service and limit access to other Business Technology Centre services.

7.4.

If you pay your bill after the due date we may charge you a late payment fee of \$17.50 inclusive of GST.

7.5.

If you make changes to your service which result in our third party supplier charging us a cost we will pass this cost onto you directly.

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We will let you know about the additional cost before the changes are implemented.

7.6.

Your Business Technology Centre bills will be sent to you by email to your nominated email account. We do not provide paper bills.

7.7.

Usage records and download times can vary from time to time.

We always try to provide you with the most up to date information on your bill, but we are unable to guarantee that all usage records during a billing period will appear on the corresponding bill. This is particularly so for charges incurred using international roaming but also applies for other types of usage.

7.8.

Payments may be made to us through our available payment methods. These are shown on your bill.

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7.9.

We may require you to pay your bill by direct debit from your credit card or bank account. If you use our direct debit facility from your credit card or bank account, we will process the payment on the due date in accordance with this agreement. If you do not have sufficient funds in your account for the direct debit to be processed or if your credit card provider declines the payment we will contact you and request you pay the account using another means or for you to arrange to have sufficient funds.

7.10.

If you cannot pay your bill on the due date you must contact us either on 07 4759 5000 or email accouts@businesstc.com.au

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7.11.

Any amount you believe is incorrect, you must bring to our attention within 7 days of receiving the bill and we will not commence credit management action on that portion of the debt until the dispute is resolved. You must still pay all undisputed amounts by the due date.

8.

Privacy

Please read our Privacy Policy available at <http://businesstc.com/privacy/>, which describes how Business Technology Centre will manage your personal information.

Generally, we collect your personal information in order to provide services to you or to consider your application for services. We may disclose your personal information to third parties including our service providers and to your authorised representatives or your legal advisers (e.g. when requested by you to do so). We use third party service providers who are in some cases located outside of Australia, for example in India. We may also use your personal information to market our services to you, including via telephone (this consent lasts indefinitely), mail, targeted digital marketing, email and SMS. Our Privacy Policy contains information about how you may seek to access information that we hold about you and seek correction of that information. Our Privacy Policy also contains information about how you can complain about a privacy breach and how Business Technology Centre will deal with such a complaint.

9.

Credit reporting

You agree that Business Technology Centre may also, subject to the Privacy Act 1988:

9.1.

disclose information about you and your application for service (including information in any application for additional services and information about the conduct of your account) to a credit reporting body to obtain credit information about you and to another credit provider or a debt collection agent to collect overdue payments and to a credit reporting body to notify defaults by you; and

9.2.

obtain and use information about your creditworthiness (including consumer credit reporting information or a commercial credit report) from any credit provider to assess any application for services or to collect any overdue payments.

10.

Complaints

10.1.

Making complaints

If you have any complaints in connection with our service, you may complain in writing or by calling us. We will handle your complaint in accordance with our complaints procedure which is available from our website at <http://businesstc.com/complaints/>.

10.2.

Resolving a complaint

We will use our best endeavours to resolve your complaint, however if we are not able to resolve your complaint to your satisfaction, you can take your complaint to others, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in your State or Territory.

10.3.

Suspension of payment obligations

Where your complaint is about a fee or charge for the use of the service, we will suspend payment obligations for that fee or charge only, until the complaint has been investigated and resolved. All other fees and charges that are not in dispute are due and payable.

11.

Our liability to you and yours to us

11.1.

Your liability

You are liable to us for any breach of the terms of our agreement with you which causes us any loss.

11.2.

Our liability

11.2.1.

We are liable to perform all the specific terms of the agreement we have with you. Additionally, we have certain obligations in law.

11.2.2.

Nothing in the agreement removes or limits any rights that you have under existing laws or regulations.

12.

Consumer Guarantees

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. However where permissible by law, our liability for breach of a consumer guarantee which cannot lawfully be excluded is limited, at our option, to: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; OR (b) in the case of services, the supplying of the services again; or the payment of the cost of having the services supplied again.

13.

IP addresses

You agree that the IP address/es issued to you for use in connection with a service are only issued to you for use during the term of your acquisition of the service. On termination of the service, your right to use the IP address/es provided to you ceases.

14.

Acceptable Use Policy

Some of our service plans provide you with unlimited use of the service or part of the service. For these plans this use is subject to our Reasonable Use Policy which is available on our website at <http://businesstc.com/acceptable-use-policy/>.

15.

Assignment

15.1.

You may transfer your rights and obligations under this agreement

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to other person(s) but only if approved by us in writing.

15.2.

If we reasonably consider there will be no detriment to you, we can, without your permission:

15.2.1.

transfer our rights and obligations under this agreement to our nominee;

15.2.2.

temporarily or permanently delegate our obligations under this agreement to our nominee; or

15.2.3.

novate this agreement to our nominee by ending this agreement and having our nominee enter into a new agreement with you, on terms similar to this agreement, so long as we give you reasonable notice of this in the manner we usually communicate to you.

16.

Governing law

This agreement is governed by the laws of the State or Territory of Australia

in which you are normally resident. You and we irrevocably agree to submit

to the jurisdiction of the courts of such State or Territory.

17.

Force Majeure

We will not be liable for:

17.1.

any delay in installing any service;

17.2.

any delay in correcting any fault in any service;

17.3.

failure or incorrect operation of any service; or

17.4.

any other delay or default in performance under this Agreement, if it is caused by any event or circumstance reasonably beyond our control, including but not limited to war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, failure or default by any other supplier