

On 31 July 2025, Vocus acquired TPG Telecom's Business, Enterprise, Government and Wholesale fixed business. As part of that transaction, the supplier of services under these terms changed from TPG Network Pty Ltd to Pipe Networks Pty Limited. These General Terms and Conditions have been updated to reflect the change in supplying entity and overarching brand. This includes updating hyperlinks to websites, as required. The terms set out below are otherwise unchanged.

General Terms and Conditions

Note: For meanings of capitalised terms, see the Definitions at the end of the document

1. Service

1.1 Formation of Agreement

The Customer may order a Service from Pipe by completing a Pipe Order Form. The Agreement will be formed when Pipe accepts the Order Form. The Agreement will comprise, in order of precedence from highest to lowest:

- (a) The Order Form;
- (b) The Service Schedule for the Service ordered;
- (c) The Service Level Schedule;
- (d) These General Terms and Conditions.

1.2 Provisioning of Service

Upon acceptance by Pipe of the Order Form, Pipe agrees to provide and the Customer agrees to acquire the Service as is set out in the Order Form. The Service will be activated on the later of the date on which Pipe is able to provide the Service and the requested activation date nominated in the Order Form. Pipe will use best endeavours to activate the Service in accordance with the timeframes requested by the Customer.

1.3 Order withdrawal

The Customer acknowledges and agrees that if it withdraws or cancels:

- (a) one or more Service(s) from an Order; or
- (b) an Order in its entirety

before Pipe has completed provisioning the relevant Service(s) or Order (as applicable), the Customer will be liable for and must pay Pipe an Order Withdrawal Charge.

1.4 Service Levels

Pipe does not warrant that the Service will be uninterrupted or fault free. Pipe will use its best endeavours to meet the Service Levels and, if it fails to meet those Service Levels, the Customer's sole remedy will be as outlined in clause **Error! Reference source not found.**

2. Period of Agreement

2.1 The Agreement commences on the acceptance by Pipe of the Order Form.

2.2 The Agreement will continue until the end of the Minimum Service Period and thereafter on a month to month basis unless it is earlier terminated in accordance with the Agreement.

2.3 After the expiry of the Minimum Service Period, either party may terminate the Agreement by providing to the other not less than 20 Business Days' written notice of Termination.

3. Customer Obligations

3.1 Ensure proper use of the Service

The Customer agrees that it will not knowingly, or by any negligent act or omission:

- (a) use or permit the use of the Service in any manner which constitutes a violation or an infringement

of any duty or obligation in contract, tort, or otherwise to any third person;

- (b) use or permit the use of the Service in connection with the commission of an offence against the laws of the Commonwealth or the States or Territories;
- (c) use or permit the use of the Service for the transmission of any defamatory, offensive, abusive, indecent, spam or menacing material or the making of any hoax call or in any other manner in contravention of the Acceptable Use Policy or Fair Use Policy as the case may be;
- (d) use or permit the use of the Service in connection with the transmission of any computer virus that may adversely affect the Pipe Equipment, the Pipe Network, the equipment or network of any third party provider to Pipe or any network users;
- (e) use or permit the use of the Service to engage in any activities in a manner that may expose Pipe or any third party provider to the risk of any legal or administrative action including prosecution under any law; or
- (f) interfere or attempt to interfere with the operation of: the Service, Service Number or an IP address; any Pipe Equipment; the Pipe Network or the equipment, network or IP Addresses of any other person; or the Pipe Mobile Network.

3.2 Assistance

The Customer will do everything reasonable to help, and co-operate with, Pipe and any person engaged by Pipe to provide to the Customer the Service at the Site. The kinds of assistance Pipe may require from the Customer include:

- (a) ensuring that it is possible and safe for Pipe and persons engaged by Pipe to obtain necessary access to a Site (including for any emergency);
- (b) ensuring that relevant people are available and give to Pipe timely instructions;
- (c) ensuring that Customer Equipment is ready at the appropriate times;
- (d) at the Customer's own expense and following Pipe's reasonable instructions in connection with making any modifications to Customer Equipment reasonably necessary to enable Pipe to provide the Service;
- (e) obtaining and maintaining any authorisation, permission, licence, waiver, registration or consent from any person necessary for the Customer to secure to enable Pipe to provide the Service;
- (f) informing Pipe of the location of Pipe Equipment (if any); and
- (g) working together with Pipe to establish procedures to reduce fraud or the opportunity for fraud in relation to the Service.

3.3 Reporting and inspections

The Customer agrees to supply to Pipe or Pipe's nominated agent any information reasonably requested by Pipe relating to the Customer:

- (a) for credit management purposes (see also clause 9);
- (b) to enable Pipe to monitor and help reduce the incidence of fraud;
- (c) to assist Pipe in complying with its regulatory obligations and its obligations to report on compliance with those obligations;
- (d) to assess whether or not the Customer has complied, is complying and will be able to continue to comply with all obligations imposed on the Customer under the Agreement; and
- (e) for other purposes reasonably required by Pipe from time to time and agreed by the Customer.

4. Equipment

4.1 Pipe Equipment

If required for the provision of the Service, Pipe will supply to the Customer the Pipe Equipment. The

Customer is responsible for the Pipe Equipment and must compensate Pipe for any loss or damage to it, (fair wear and tear excepted), unless Pipe or Pipe's agent causes such loss or damage. If the Customer becomes aware of any loss of, damage to, claim over, or malfunction of the Pipe Equipment, the Customer must promptly notify Pipe. Pipe may, at any time and at Pipe's cost, modify or replace Pipe Equipment provided there is no material adverse impact on the provision of the Service. In respect of Pipe Equipment, the Customer must:

- (a) provide an adequate power supply and a suitable physical environment in accordance with Pipe's reasonable directions;
- (b) only permit Pipe Equipment to be repaired, serviced, moved or disconnected by Pipe unless otherwise permitted by Pipe in writing;
- (c) not remove or obscure any identification marks on Pipe Equipment;
- (d) make title to Pipe Equipment clear to all persons;
- (e) comply with all reasonable instructions given by Pipe to protect Pipe's ownership of the Pipe Equipment; and
- (f) not do anything or allow anything to be done which might affect Pipe's ownership of the Pipe Equipment.

4.2 Customer Equipment

The Customer is responsible for the installation of any Customer Equipment and connections to the Pipe Network necessary for Pipe to provide the Service. The Customer must ensure that Customer Equipment does not have a detrimental effect, as determined by Pipe, on the Pipe Network and accords with all relevant laws.

4.3 Disconnection of Customer Equipment

Pipe may, without liability, immediately disconnect all or any of the Customer Equipment if Pipe reasonably considers that Customer Equipment may:

- (a) cause death or personal injury;
- (b) cause damage to the property of Pipe or another person; or
- (c) materially impair the operation of the Pipe Network,

provided that, where and to the extent that it is reasonable for Pipe to do so, Pipe will notify the Customer before disconnection. Where the Customer Equipment is located at a place under the control of the Customer, the Customer shall promptly comply with a written request from Pipe to disconnect Customer Equipment in accordance with this clause 4.3.

5. Not for Resale

5.1 Unless otherwise agreed by Pipe, the Customer may not resell or re-supply the Service.

6. Charges and Payment

6.1 The installation and recurring Charges for the Service are set out in the Order Form. Other ad-hoc and ancillary Charges may be incurred by the Customer. Such ad-hoc charges include remote hands fees, out-of hours or incorrect call out fees, administration charges for moves, adds or changes or other charges notified by Pipe from time to time. Such ad-hoc fees will only be charged when the Customer has been advised of the fees in advance of ordering the service that leads to the fee. The Customer's obligation to pay for the Service will accrue on and from the Service Commencement Date.

- 6.2** Pipe will periodically issue to the Customer an invoice for the Service and the Customer must pay each Invoice in Australian dollars within 30 days of the Invoice Date (**Due Date**). The Customer agrees that Pipe may use a Related Body Corporate of Pipe to perform billing and collection services for Pipe in relation to Invoices and that amounts invoiced by and paid to that Related Body Corporate shall be treated as payments under the Agreement.
- 6.3** To the extent that it is not precluded by regulation from doing so, if Pipe has omitted Charges from an Invoice for any reason, Pipe may include such Charges in a later Invoice.
- 6.4** There is a presumption that records held and logging procedures adopted by Pipe or any other third party provider with which the Pipe Network is interconnected are correct and that the Charges have been incurred and are payable by the Customer in the absence of manifest error.
- 6.5** If the Customer disputes the validity of any Charges in an Invoice:
- (a) The Customer must notify Pipe in writing of the reasons for the dispute within 30 Business Days of the date of that Invoice;
 - (b) The Customer must pay the full amount of the Charges in the disputed Invoice unless the Customer has notified Pipe in writing of the reasons for the dispute by the Due Date of that Invoice and will pay the undisputed portion of the Charges in the Invoice by the Due Date of that Invoice;
 - (c) Pipe will endeavour to give the Customer a determination on the dispute within a reasonable time of receiving the Customer's notice of dispute and Pipe shall keep the Customer informed as to the expected timeframe for finalisation;
 - (d) where the determination is that a disputed amount is payable to Pipe, the Customer shall pay such amounts within 5 Business Days of receiving notice of the determination; and
 - (e) if the Customer disagrees with the determination, the Customer will be entitled to engage the dispute resolution mechanisms set out in clause 18 below.
- 6.6** If the Customer fails to pay when due any amount, Pipe will be entitled to:
- (a) charge interest on the overdue amount (both before and after judgment), at the cash rate set by the Reserve Bank of Australia. This interest will be calculated daily and compounded every 30 days;
 - (b) impose a charge to cover its reasonable expenses and costs incurred in enforcing any failure or delay in the payment (including the cost of engaging a debt recovery agent); and
 - (c) suspend provision of the Service in accordance with clause 10 below.

7. GST and other taxes

- 7.1** Unless otherwise stipulated in the Order Form, the Charges do not include any GST. Pipe will include on each invoice a separate amount for the GST payable in respect of the Charges in the invoice and the Customer must pay the GST to Pipe.
- 7.2** The Customer must pay all taxes (including any goods or services tax or any equivalent thereof), duties, stamp duties, impost, levies or government charges relating to the Agreement, the supplied Services, provision of the Pipe Equipment and, where relevant, the sale of any Pipe Equipment from Pipe to the Customer. Should there be an introduction of any new tax, duty, levy or government charge relating to any charges (including Charges) under the Agreement, the Customer must pay Pipe for such taxes, duty, levy or government charges imposed under such relevant legislation.

8. Variation of Agreement

- 8.1** Except as set out in this clause 8, the Agreement may not be varied except in writing signed by the parties.
- 8.2** Pipe may at any time vary the Agreement by giving to the Customer written notice of the variation (a **Variation Notice**). If Pipe gives a Variation Notice and the Customer does not accept the variation, the Customer must notify Pipe in writing within 20 Business Days from the date of the Variation Notice. If the Customer fails to do so, the Customer will be deemed to have accepted the variation and the new terms and conditions will take effect from the next billing period after the Variation Notice was given or at the time

specified in the Variation Notice.

- 8.3** If the Customer notifies Pipe that it does not agree to the variation, the Customer and Pipe must discuss the proposed variation in good faith. If no agreement on a variation arises within a further 10 Business Days, either party may terminate the Service upon the giving of a further 20 Business Days' notice. For the duration of the further notice period, the terms and conditions applicable immediately preceding the delivery of a Variation Notice will continue to apply.

9. Creditworthiness

- 9.1** Pipe's obligations to supply a Service, and to continue supplying a Service, are subject to Pipe being satisfied as to the creditworthiness of the Customer.
- 9.2** Pipe may, from time to time, review the Customer's creditworthiness. In doing so, Pipe may seek from the Customer or an independent person such as a credit reporting agency or credit provider information or advice to assist in the creditworthiness review.

- 9.3** The Customer agrees promptly to cooperate with a review by:

- (a) providing to Pipe any information (including a completed Pipe credit application form) Pipe reasonably requires to conduct any such review; and
- (b) giving to Pipe permission (which permission is by the signing of the Order Form granted) to communicate with credit reference associations about the Customer's creditworthiness.

The information sought in this clause 9.3 can include any information reasonably required by Pipe about the Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive under law.

- 9.4** The Customer warrants that all material information that it provides to Pipe in any creditworthiness review will provide a true and fair view of the Customer's financial position at the time it is provided, and that all other information is accurate and complete.
- 9.5** The Customer is entitled to see and to correct any credit information that Pipe holds about the Customer.
- 9.6** Following a creditworthiness review of the Customer which may occur at any time before or during the supply of the Service, Pipe may give to the Customer a written notice specifying a credit limit and/or the security that the Customer is required to give to Pipe, which shall be in a form and amount that is no more than reasonably required.
- 9.7** If the Customer fails to provide the security required by Pipe within a reasonable time or exceeds the nominated credit limit, Pipe may suspend the supply of the Service.

10. Service suspension

- 10.1** In addition to any other rights of suspension contained in the Agreement, Pipe may suspend the provision of the Service to the Customer:

- (a) immediately and, because of the urgency of the need, without prior notice, where:
 - (i) Pipe is required to undertake the repair, maintenance or service of any part of the Pipe Network (or an interconnected third party provider is required to undertake such work on its network) to attend to any emergency;
 - (ii) it is reasonably required to reduce or prevent fraud or interference within the Pipe Network in connection with the Services, including where Pipe has reasonable grounds to suspect fraud in respect of, or misuse of, the Services by the Customer;
 - (iii) Pipe believes it is necessary to do so to comply with any law or an order, instruction or request of government, the ACMA, emergency services or other competent authority;
 - (iv) a Force Majeure Event occurs which materially affects Pipe's ability to provide the Service; or
- (b) upon giving 5 Business Days' notice where the Customer is in breach of the Agreement, such suspension to continue for so long as the breach or other matter giving rise to the right to

suspend subsists or until termination of the Agreement.

11. Termination

11.1 A party may, at its election, terminate the Agreement:

- (a) immediately by written notice to the other party if a receiver, liquidator, provisional liquidator or administrator is appointed over any of that other party's undertakings or assets and that appointment continues for a period of 5 Business Days, or if that other party enters into any arrangement with any of its creditors or any class of such creditors or if that other party ceases to carry on business;
- (b) immediately by written notice to the other party if that other party breaches any other provision of the Agreement which is capable of remedy and does not rectify that breach within 30 days of receiving written notice from the other party requesting it to do so; and
- (c) immediately by written notice to the other party if that other party breaches any provision of the Agreement which is incapable of remedy.

11.2 Pipe may immediately, by giving notice to the Customer, terminate the Agreement if:

- (a) following a suspension of the Service under clause 10.1(b) or 9.7 the Customer fails within 14 days of the commencement of the suspension to rectify the breach giving rise to the suspension; or
- (b) the Customer commits persistent breaches of the Agreement, including in respect of the Acceptable Use Policy or Fair Use Policy;
- (c) the Customer is in breach of a licence, permit or authorisation relating to the use of or connection of equipment to the relevant access line, or the use of Services;
- (d) the Customer commits fraud in respect of the Service; or
- (e) a Force Majeure Event continues for more than 20 Business Days.

11.3 Each party must notify the other party immediately if any event referred to in clause 11.1(a) occurs or any step towards the occurrence of such event occurs.

12. Effects of termination

12.1 On expiry or termination of the Agreement:

- (a) the Customer's right to use the Service, Pipe IP and Confidential Information of Pipe ceases;
- (b) the Customer must promptly return, or at Pipe's written instruction, permanently delete or destroy any Pipe IP or Confidential Information of Pipe within its possession or control;
- (c) if Pipe requests, the Customer must immediately inform Pipe of the specific location of any Pipe Equipment;
- (d) the Customer must immediately cease using and return to Pipe the Pipe Equipment used in relation to the Service and, if the Customer does not comply, it must, subject to any usual security arrangements, permit, or procure permission for, Pipe to access the location at which that Pipe Equipment is situated at any time or times for the purpose of removing that Pipe Equipment;
- (e) the Customer must immediately pay to Pipe, without deduction or set off, all outstanding Charges and any other amounts payable to Pipe under the Agreement at the date of termination; and
- (f) Pipe will refund to the Customer the balance (if any) of any Charges or other money paid in advance to Pipe under the Agreement after deducting all amounts payable to Pipe under sub-clause 12.1(d) above.

12.2 If a Service is terminated by the Customer before the expiry of the Minimum Service Period or is terminated by Pipe for breach of the Agreement by the Customer then, subject to clause 12.3, the Customer shall pay the Early Termination Charge in addition to any accrued charges. If an Order Form identifies any free service period, discount or other price break, the Early Termination Charge will include that amount the Customer saved from the usual Charges by reason of the free service period, discount, or other price break.

- 12.3** Pipe agrees that the Customer will not be liable to make payment of an amount in whole or part satisfaction of the Early Termination Charge if the Customer was entitled to terminate the Agreement under clause 11.1.
- 12.4** Termination of the Agreement does not affect the accrued rights or liabilities of either party nor does it affect the provisions which expressly or by implication are intended to operate after termination, including, without limitation clause 4.1 (Pipe Equipment); clause 14 (Liability and indemnity); and clause 16 (Confidentiality).
- 13. Force Majeure**
- 13.1** Neither party will be liable to the other party for any failure to perform or delay in performance of any obligation under the Agreement caused by a Force Majeure Event (other than an obligation to pay money). Each party will provide notice of the date of commencement of a Force Majeure Event and the date of cessation of a Force Majeure Event.
- 14. Liability and indemnity**
- 14.1** The Customer must take out, and maintain during the term of the Agreement a valid and enforceable public liability insurance policy that provides coverage of at least \$20 million per occurrence and on request by Pipe from time to time, promptly provide Pipe with a certificate of currency in respect of that policy.
- 14.2** To the maximum extent permitted by law, and subject to clause 14.5:
- (a) Pipe excludes any liability to the Customer for any indirect, special or consequential loss, costs, or damage (including, but not limited to, loss of profits, loss of revenue, loss of data, loss of bargain, damage to reputation and expectation loss) arising out of the Agreement, whether arising as a result of any act, omission or negligence of Pipe or otherwise;
 - (b) subject to clause 14.2 **Error! Reference source not found.**, Pipe's liability to the Customer in respect of any other liability arising out of or in connection with this Agreement (whether based in contract, tort (including negligence) statutory duty or otherwise), is limited to:
 - (i) in respect of each event, or series of connected events, giving rise to liability, 50% of the Charges received by Pipe for the relevant Service(s) giving rise to the liability in the 12 months preceding the event or series of connected events; and
 - (ii) in the aggregate, the amount of Charges received by Pipe under the Agreement; and
 - (c) Pipe's liability to the Customer in respect of any failure to achieve a Service Level is limited to the rebate (if any) specified in the Service Level Schedule to be provided by Pipe to the Customer as a result of a failure by Pipe to achieve that Service Level.
- 14.3** Each party's liability under the Agreement is diminished to the extent that the other party's acts or omissions contribute to or cause the loss or liability.
- 14.4** Nothing in this clause 14 limits Pipe's liability for claims relating to personal injury (including sickness, death or disability) of the Customer or the Customer's employees directly resulting from Pipe's negligent acts or omissions arising under the Agreement.
- 14.5** Nothing in this Agreement limits, excludes or modifies any non-excludable guarantees the Customer may be entitled to under the ACL. If the goods or services Pipe supplies to the Customer under this Agreement are subject to a non-excludable guarantee under the ACL or any other applicable law, and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption but have a price less than \$100,000, then pursuant to section 64A of the ACL, Pipe limits its liability for breach of any such non-excludable guarantee in respect of each of the goods and services to one or more of the following:
- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and

- (b) If the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again,

but only to the extent that the Customer is entitled to such remedies under the ACL. Other than the non-excludable guarantees noted above and any warranties expressly set out in this Agreement, Pipe excludes all warranties, whether express or implied, statutory or otherwise, to the maximum extent permitted by Law.

15. Intellectual Property

- 15.1 All Intellectual Property Rights in and to the Services, Pipe Equipment, Pipe Marks and any associated documentation or materials, including those in any copy, modification, enhancement, configuration, derivative work or other development of the Services, Pipe Equipment, Pipe Marks or any associated documentation or materials (**Pipe IP**), vests or remains vested (as applicable) in Pipe or its licensors.
- 15.2 Other than as expressly provided for in this Agreement, neither party receives any right, title or interest in or to any Intellectual Property Rights owned by the other party or its licensors.
- 15.3 If Pipe permits the Customer to access or use Pipe IP in connection with the Services, then such permission:
 - (a) is strictly limited to the purpose of the Customer receiving and using the Services in accordance with this Agreement; and
 - (b) provided subject to the Customer's compliance with the licence terms (including third party licence terms) specified in the relevant Order Form or Service Schedule, and any further conditions notified by Pipe to the Customer from time to time in respect of the relevant Pipe IP.

16. Confidentiality

- 16.1 Each party acknowledges that the Confidential Information of the other party is confidential and secret and each party must preserve the confidential and secret nature of the other party's Confidential Information.
- 16.2 A party must not:
 - (a) disclose or copy the other party's Confidential Information (including the terms and conditions of the Agreement) for any purpose other than as contemplated by the Agreement;
 - (b) make the other party's Confidential Information available to any third party, other than to its employees with a need to know the information to enable the Service to be used in the manner contemplated by the Agreement (but only to the extent that the employee needs to know), or
 - (c) use the other party's Confidential Information for any purpose other than as contemplated by the Agreement.
- 16.3 Neither party will issue a press release, or make any public announcement, concerning the existence of, or any fact arising out of, or connected to, the Agreement or the other party without first having obtained the prior written consent of the other party to the terms of such press release or announcement.

17. Privacy

- 17.1 The Customer agrees that Pipe will Process Personal Information of the Customer, its personnel and end users, in accordance with the Pipe Privacy Policy, and that the Customer consents, and has given all notifications and obtained all consents from its personnel and end users, necessary for Pipe to Process such Personal Information in accordance with the Privacy Law.

18. Disputes

- 18.1 Before resorting to external dispute resolution mechanisms, the parties must seek to resolve any dispute in relation to the Agreement by referring the matter to the respective chief executive officers of the parties or their nominees.
- 18.2 If the parties cannot resolve the dispute in accordance with clause 16.1 within 40 Business Days, either party may refer the dispute to mediation by the Australian Disputes Centre (ADC) for resolution in accordance

with the Guidelines for Commercial Mediation of the ADC.

18.3 Nothing in this clause prevents a party from seeking interlocutory relief.

19. Anti-Modern Slavery

19.1 Pipe must take reasonable steps to:

- (a) establish appropriate systems and processes to ensure any risks or occurrences of Modern Slavery in its supply chains or any part of its business are identified, assessed and addressed; and
- (b) notify the Customer as soon as reasonably practicable after it becomes aware of, or has a reasonable basis for suspecting, instances of Modern Slavery in its supply chains or any part of its business.

19.2 Pipe must provide reasonable assistance (including the provision of information and access to documents) that the Customer reasonably requires to enable the Customer to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

20. Notices

20.1 For a notice under the Agreement to be effective, it must be:

- (a) in writing;
- (b) addressed to the contact person of the other party; and
- (c) personally delivered, or sent by prepaid post, to the address, or by email

to the address or email address stipulated for each party in the Order Form or last notified by each party to the other in writing.

20.2 A notice given in accordance with clause 20.1 is received:

- (a) if left at the recipient's address, on the date of delivery;
- (b) if sent by prepaid post, five Business Days after the date of posting; and
- (c) if sent by email, when the sender's email system generates an electronic delivery receipt confirming the successful transmission from the sender's mail server unless the sender receives an electronic notification that the transmission was unsuccessful.

21. General

21.1 Headings are for ease of reference only and not as an aid to interpretation.

21.2 The Customer may not assign or attempt to assign or otherwise transfer any right or obligation arising out of the Agreement without the written consent of Pipe.

21.3 Nothing in the Agreement or any circumstances associated with it or its performance give rise to any relationship of partnership, employer and employee or principal and agent between Pipe and the Customer.

21.4 Failure by either party to exercise or enforce any right conferred by the Agreement will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of the right or of any other right on any later occasion.

21.5 If part or all of any clause of the Agreement is illegal, invalid or unenforceable it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable or if this is not possible, the affected clause or part will be severed from the Agreement, the remaining provisions of the Agreement will continue to have full force and effect and the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' original intention in relation to the subject matter severed.

21.6 The Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by Pipe.

21.7 The Agreement is governed by the laws applicable in the State of New South Wales in the Commonwealth of Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

DEFINITIONS

ACL means the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

ACMA means the Australian Communications & Media Authority.

Acceptable Use Policy means the acceptable use policy published on the Vocus website which may be modified from time to time provided that such modifications are reasonable.

Agreement means this agreement for the provision of the Services between Pipe and the Customer formed as described in clause 1.1.

Business Day means a day on which banks (as defined in the *Banking Act 1959 (Cth)*) are open for general banking business in the location in which the Services are being provided, excluding Saturdays, Sundays and Public Holidays.

Business Hours means the hours between 9.00am and 7.00pm in Sydney on any Business Day.

Charges means the charges for the Service which are payable by the Customer in accordance with clause 6.

Confidential Information of a party means information (including the Agreement), know-how, ideas, concepts, and industrial knowledge, in whatever format, of that party, other than information which:

- (a) is generally available in the public domain without a breach of confidence or unauthorised disclosure by either party.
- (b) is lawfully disclosed by a third party without restriction on disclosure; or
- (c) is required by law or the Australian Stock Exchange to be disclosed.

Customer means the customer identified in the Order Form.

Customer Equipment means all equipment and facilities located on the Customer side of the Network Boundary Point other than Pipe Equipment used in connection with the Service.

Early Termination Charge is an amount calculated as 85% of all recurring Charges that, but for the early termination, would have been paid by the Customer between the date of the termination and the date of the expiry of the Minimum Service Period.

Fair Use Policy means the fair use policy set out on the Vocus website, as modified from time to time.

Force Majeure Event means:

- (a) fire, flood, earthquake, elements of nature or act of God;
- (b) riot, civil disorder, rebellion or revolution; or
- (c) other matter outside of the reasonable control of the non-performing party,

but in each case only if, and to the extent that, the non-performing party is without fault in respect of the default or delay and the default or delay could not have been prevented by taking steps specifically required under the Agreement.

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property Rights means all copyright, registered and unregistered trade marks, designs, all rights in relation to inventions or discoveries (including patent rights), semiconductor and circuit layout rights, trade names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this Agreement, including all applications to register, renewals and extensions of these rights, both in Australia and throughout the world.

Invoice means an invoice rendered by Pipe to the Customer which records the Charges payable for the relevant Services.

Invoice Date means the date that an Invoice for the Charges is:

- (a) in the case of paper Invoices, printed by Pipe;
- (b) in the case of electronic Invoices, sent or made available by Pipe to the Customer by electronic means including by email or through an online portal.

IP Address means an internet protocol address.

Minimum Service Period of the Service means the minimum supply period or contract term (if any) specified in the Order Form from the Service Commencement Date.

Modern Slavery has the definition given to it in the *Modern Slavery Act 2018* (Cth).

Network Boundary Point means the point at which the Pipe Network which supplies the Service connects to:

- (a) equipment or cabling of the Customer; or
- (b) cabling of a third party where it is being used to convey the Service to Customer Equipment,

or, if Pipe fails to designate that point, the Network Boundary Point ascertained in accordance with or as defined in the Telecommunications Act.

Order Form or **Order** means a physical or online application for Services submitted by the Customer to Pipe whether described as an Order or an Order Form.

Order Withdrawal Charge means a charge that is the sum of:

- (a) all costs incurred by Pipe in respect of the Service(s) being withdrawn by the Customer; and
- (b) all costs committed to by Pipe in respect of the Service(s) being withdrawn by the Customer,

up to and including the date on which the Customer:

- (c) provides Pipe written notice (in the manner and form required by Pipe) that it is cancelling its order for the relevant Service(s) or the Order in its entirety (as applicable); or
- (d) withdraws or cancels the order for the relevant Service(s) or the Order in its entirety (as applicable) via the Customer portal.

Personal Information means information about an identified individual or an individual who is reasonably identifiable, including 'personal information' and 'personal data' as defined in applicable Privacy Law.

Pipe means Pipe Networks Pty Limited (ABN 21 099 104 122) of Level 10, 452 Flinders Street, Melbourne VIC 3000 or, where an Order Form nominates a Related Body Corporate of Pipe Network Pty Limited, that entity.

Pipe Equipment means equipment (if any) of Pipe or a supplier to Pipe located on the Site or other Customer premises (including premises leased by the Customer or co-location spaces licensed by the Customer) for the provision of the Service.

Pipe Marks means all trade marks, names, service marks, logos and other distinctive brand features owned or used by Pipe or its Related Bodies Corporate whether or not registered.

Pipe Network means a telecommunications network of Pipe.

Planned Outage means a period of time that Pipe may interrupt the supply of Services to the Customer other than an interruption which is less than 100 milliseconds in duration for routine maintenance or up-grading or other similar processes, after giving the Customer 5 Business Days prior notice, which outage does not exceed the period of time specified in that notice.

Privacy Law means any applicable law governing the Processing of Personal Information, including (to the extent applicable) the *Privacy Act 1988* (Cth).

Process means to collect, store, use, copy, disclose or perform any other set of operations on Personal Information.

Related Body Corporate has the meaning given to it by sections 9 and 50 of the *Corporations Act 2001*.

Service means a service identified in, and to be delivered pursuant to, an Order Form and described in a Service Schedule.

Service Commencement Date of the Service means the date on which the Service is available for use by the

Customer.

Service Schedule is a Schedule which describes the Service that is supplied to the Customer pursuant to an Order Form and may be either a separate document signed by the parties or be set out in an Order Form.

Service Level means, where applicable, the reliability and performance standard that applies to the delivery of the Service by Pipe to the Customer, as set out in, or agreed in accordance with, a Service Level Schedule.

Service Level Schedule means the service level schedule in respect of the Service setting out the Service Levels and the remedies available to the Customer for a breach of the Service Levels.

Site means the location at which the Service is to be supplied by Pipe.

Telecommunications Act means the *Telecommunications Act 1997* (Cth).

Term or Contract Term means the period between the Service Commencement Date and the termination of the Service pursuant to clause 11 above.