WHOLESALE STANDARD TERMS AND CONDITIONS

Version 20261019

STRUCTURE OF THIS AGREEMENT	
1. Agreement	This Agreement comprises 4 parts, which apply as follows: (1) **Wholesale Standard Terms and Conditions**: to all services that we provide to our wholesale customers; (2) **Service Level Agreement**: only in relation to certain services; (3) **Service Schedules**: relevant to the specific Services provided to you; and (4) **Service Order**.
2. Service Level Agreement and Service Schedules	You can find the Service Level Agreement and Service Schedules for each of our Services here. The Service Schedules relevant to the specific Services provided to you will apply to you.
3. Priority	If terms of this Agreement are inconsistent, the order of priority is: (1) **Service Order**; (2) **Service Schedule**; (3) **Service Level Agreement**; and (4) these **Standard Terms.**
4. Reason for Order of Priority	Some of our products and services are supplied by third parties and have their own terms. These terms are included in the Service Order so you can order easily without having to vary the terms in this Master Services Agreement.
DURATION	
5. Agreement Start Date	This Agreement starts and is effective on the date you order products or services from us.
6. Order Start Date	The term of the Service Order starts from the date we provide you with notice that the Service is 'ready for service'.
7. After the Fixed Term	(a) After the Fixed Term, we will continue to supply the Services on a month-to-month basis until you cancel the applicable Service by providing us with 30 days' notice through the Support Portal and if requested by us, provide confirmation of the terms of the cancellation. (b) The terms of this Agreement will continue to apply if we continue to provide the Services after the Fixed Term.

SERVICES FOR YOUR GROUP COMPANIES	
8. Purchasing Services for your Group Companies	Your Group Companies can purchase Services under this Agreement if you: (a) provide us with your Group Companies' full corporate details; (b) inform your Group Companies of the contractual arrangements in this Agreement; (c) are responsible for the obligations of your Group Company (including payment) as if they were your own; and (d) ensure that your Group Company uses the Services consistently with the terms of this Agreement.
SERVICES	
9. Ordering Services	(a) You can purchase Services by placing an order with a Vocus Account Manager or through the relevant product ordering API or Portal(s) (b) We will either accept your order, ask you for further information or, in some circumstances, we may reject your order (c) If you would like to purchase additional Services or amend existing services, you need to place a new order. (d) You will be Charged for Services from the ready for service date. (e) You may be Charged for installation, setup, regulatory and other fees as set out in the relevant Service Schedule
10. Installation of Services	(a) We will deliver/ provision the Services contained in your Service Order. (b) We may need third party suppliers to install some Services, and we will let you know if this is the case. (c) You must provide Vocus and our third-party suppliers with access to your premises and buildings to install the Services. (d) You must ensure that, prior to the connection of any cabling to your premises: (i) unless specified in a Service Order, you are responsible for any internal cabling (ii) your cabling meets minimum technical requirements as determined by the Australian Communications and Media Authority; (iii) you obtain and maintain all permits, licences, approvals or authorisations required for the installation and operation of any equipment at your premises; and (iv) the premises meet all applicable work health and safety requirements. (e) Unless expressly stated, we do not warrant or represent that the equipment or Services will be compatible with or will inter-operate with any system or hardware, software application, or required data formats except as expressly otherwise set out in this Agreement.

	(f) When we notify you that the Services are ready for service, you must conduct testing of the Services and notify us in 48 hours through the Support Portal if you detect a fault in the Services.
11. Resupply Obligations	You must: (a) only use the Services for your own internal use or re-supply the Services, or part of the Services, to End Users; (b) ensure that you have consent from End Users (i) to disclose End User details to us; and (ii) for us to use the End User details to supply the Services; (c) provide and manage all services to End Users including but not limited to technical support, billing and collection of payments, detection and management of fraudulent activity, management of complaints and disputes; (d) maintain facilities and staff sufficient to provide support services to End Users; and (e) comply and take reasonable steps to ensure that all your personnel comply with any current operations manual, relevant policies or other written or electronic material, issued by us and any other reasonable directions given by us, in relation to the promotion, sale and use of the Services.
12. End Users	(a) You are liable for any dispute raised by End Users in relation to the provision of Services. (b) You are responsible for, and liable for any loss we suffer as a result of, provisioning, supply and use of the Services by you and your End Users. (c) You agree that we will not be liable to any End User as a result of the use of a Service by an End User. (d) You warrant that you have the experience, capacity and resources to carry out your obligations under this Agreement, including providing support to End Users with a high level of professionalism and in a timely and efficient manner. (e) If an invoice remains unpaid 14 days after the due date or we terminate this Agreement because of your breach, you must, if requested, novate all of your End User Contracts to us and provide us with End User details (which becomes our Confidential Information) and provide all information and assistance requested to enable us to provide Services (including invoicing) to the End Users.
13. General Obligations	You must: (a) no later than three (3) months from the ready for service date, notify us if the Services are defective or fail to meet agreed service levels; (b) provide and maintain your own network and network security; (c) comply with any operational procedures and technical specifications specified in any Service Schedule, any relevant Vocus policy including the Acceptable Use Policy or any documentation provided by us from time to time in relation to use of the Services; (d) comply with any Applicable Law and the requirements or directions of government agencies; and

	(e) provide all information, assistance and co-operation that we request: (i) so we can meet our obligations under this Agreement; (ii) to assist us to obtain all permits, licences, approvals or authorisations required for us to provide the Services; and (iii) on matters relating to any improper or unlawful activity or misuse or damage of data and networks.
14. Our Obligations	(a) We will supply the Services in accordance with this Agreement. (b) You acknowledge that where the Service is a carriage service, we may need to block and/or intercept communications if directed by an authorised government agency. (c) We may monitor your use of the Services for the purposes of billing, network management or as required by Applicable Law.
15. What you must not do	You must not: (a) use or attempt to use the Services (i) other than for the purpose we've specified (if any); (ii) to break laws; (iii) infringe upon anyone else's rights; (iv) harm property or people including our customers; (b) do anything that (i) damages, interferes with or interrupts the Service or our network; or (ii) may compromise the operation, maintenance, integrity or security of our network; and (c) bring our reputation or brand into disrepute.
16. Training	(a) We may offer training to assist you to use the Services. (b) Training may incur an additional once-off charge.
17. Fault reporting	(a) If there is a fault, you must ensure the fault has not been caused by your equipment or software application. (b) You can report faults through the Vocus Support Portal and find information on how to get support here. (c) If the fault was due to your equipment, software or failure to use the Services in accordance with this Agreement, we may charge you for our costs incurred in restoring the Service.
18. Rebates	(a) If the Services do not meet service levels set out in the Service Level Agreement and you have reported the fault and requested payment of a rebate, you will be eligible for the rebate set out in the Service Level Agreement. (b) Rebates are not available if the failure to meet the service levels set out in the Service Level Agreement is due to your equipment, software or acts. (c) The rebate is your sole remedy if we do not meet the required service levels.
19. Maintenance	(a) We may conduct maintenance on our network from time to time. (b) You acknowledge network maintenance may impact the Services we provide to you. (c) We will use our best efforts to tell you before conducting maintenance work. Our notification obligations and information relevant to maintenance are contained in the Service Level Agreement.

	(d) You can get regular updates on our maintenance work here.
EQUIPMENT	
20. Title and Risk	(a) Any time you receive equipment from us, it continues to be our property unless we sell it to you. (b) If we sell equipment to you, title passes to you when you pay us and risk passes to you when we deliver the equipment to your nominated address.
21. Our Equipment	While our equipment is in your care or on your premises, you must: (a) use the equipment correctly and in line with instructions we give (including ensuring it has suitable space and power); (b) allow Vocus to service, modify, maintain, repair or replace the equipment; (c) pay us for any theft or damage to our equipment (except fair wear and tear); (d) keep our equipment free from charge, mortgage, lien or encumbrance, and make it clear to third parties that it belongs to us; (e) return or dispose of equipment, as directed by us; (f) only if we request, cooperate with us (including by executing any documents) to enable us to register a security interest over the equipment in accordance with the *Personal Properties Securities Act 2009* (Cth) and *Personal Property Securities Regulations 2010* (Cth).
22. Your Equipment	You must ensure your equipment used in connection with the Services is fully compatible and complies with Applicable Laws.
PAYMENT AND TAX	
23. Invoice	We will issue you a monthly invoice for the Charges, which you may receive via email, the Support Portal, and/or a Secure File Transfer Protocol (SFTP) server, depending on the product.
24. Payment	You must pay all Charges within 30 days of the invoice date. If your method of payment incurs charges from your financial institution, you must pay these charges.
25. Billing disputes	You can dispute an invoice (or any part of it) only by: (a) notifying us through the Support Portal within 14 days of receiving the invoice with the reasons for disputing the invoice; and (b) paying the undisputed amount when due.
26. Late payment	If you pay late, we may: (a) suspend the Services after writing to you seeking payment; and/or (b) charge you interest at the rate set by the Reserve Bank of Australia plus 2%.

27. Back billing and credits	(a) Any failure or delay by us to issue an invoice does not waive our right to invoice you for Charges validly incurred. (b) We will not invoice you for Charges incurred more than 12 months prior to the date of the invoice. (c) You will not be entitled to receive a credit if the matter which gave rise to the credit occurred more than 12 months prior to the claim unless the matter which gave rise to the credit was caused by our deliberate or negligent act.
28. GST	Our charges exclude GST unless otherwise stated. You must pay the GST specified on the invoice.
29. Withholding tax	(a) You will pay the charges without withholding or deduction unless prohibited by law. (b) If you need to pay withholding tax, you will pay us an additional amount that will result in us receiving the full amount which we would have received if no withholding or deduction had been made.
29A Change to Charges	You acknowledge and agree that we may vary our Charges by written notice to You where Our cost of providing the Services to You increases due to: (a) a change made by Our supplier, including an increase of the fees charged to Us in connection with the Services; (b) annual CPI indexation; (c) currency fluctuations that result in an increase to Our cost to supply the Services; or (d) changes to taxes imposed by applicable law, where it is fair and reasonable for Us pass such changes in taxes through to customers; provided that any change to the Charges must be strictly to the extent required to pass-through such increases in cost (without any further margin or mark-up).
INSURANCE	
30. Insurance	(a) The parties must maintain valid insurance policies with a reputable insurer for: (i) public liability insurance of not less than $20 million per event and unlimited in the aggregate; and (ii) professional indemnity insurance of not less than $20 million per event and in the aggregate. (b) If requested, provide us with relevant certificates of currency.
FINANCIAL SECURITY	

31. Financial security	(a) We may need you to provide Financial Security at the commencement of this Agreement. We may also change the amount or type of Financial Security provided by you or request that you provide Financial Security at any time you appear to be a Credit Risk. (b) If you don't provide what we ask for, we can refuse to provide the Service, or we can suspend the Service, or even cancel your Service and terminate the Agreement. (c) We may apply all or part of the Financial Security to satisfy any amount overdue by you or any other duty and/or obligation (if applicable) and ask you to top up the Financial Security with any amounts deducted. (d) If there are no overdue amounts and the supply of Services to you has been cancelled, we will return the full or relevant part of the Financial Security.
LEVEL PLAYING FIELD REGULATION	
32. Home Based Businesses	(a) The level-playing field provisions in the *Telecommunications Act 1997* (Cth) prevent us from providing certain services over our infrastructure to Home-based Businesses. (b) You warrant that you are not a Home-based Business. (c) If you become a Home-based Business, you must notify us in writing, and we may arrange an alternative supplier.
PRIVACY	
33. Privacy Policy	(a) We will handle your personal information in accordance with our Privacy Policy. (b) We may monitor your use of the Services for the purposes of billing, network management, or as required by Applicable Law.
MODERN SLAVERY	
34.	(a) We will comply with our reporting requirements and will maintain our policies and procedures in accordance with all applicable modern slavery laws. (b) We take reasonable steps to require that each of our suppliers and/or contractors directly involved in the supply of the Services maintain their own policies and procedures designed to ensure that no form of modern slavery occurs in their business. (c) We notify you promptly in writing upon becoming aware of any modern slavery incident, complaint or allegation in our supply chain which affects the Services and impacts you.
CONFIDENTIALTY	

35. Confidentiality	In relation to the other party's Confidential Information, each party shall: (a) keep it confidential for 3 years after the date of disclosure; (b) use it solely for the purpose of performing its obligations or exercising its rights under this Agreement; (c) not disclose it to any person, except its directors, officers, employees or professional advisors who need it to perform obligations, exercise rights or conduct audits in connection with the Agreement, or as required by Applicable Law; (d) ensure that such persons keep it confidential; (e) return or, if requested, destroy it on termination of this Agreement, except where it is necessary to keep it for regulatory reasons and it is kept in secure archives; and (f) on termination, confirm the return, destruction or retention (as stated in (e) above) to us in writing.
36. Sensitive Information	Prior to sharing Sensitive Information with you, you agree to enter into a relevant non-disclosure agreement as provided by us.
37. Customer reference	We may publicly refer to you as a Vocus customer in our marketing, sales, financial material, or reports. If you don't want us to refer to you as a customer, you must let us know in writing.
INTELLECTUAL PROPERTY	
38. Ownership	Each party retains ownership of its own IPR.
39. Licence	(a) Each party grants the other party a licence to use the IPR owned by or licensed to it or its group companies and which the other needs to use for the purpose of providing or using the Services. (b) You must not use our logo unless we consent to your use.
40. Licence terms	Each licence is: (a) a non-exclusive, non-transferable, non-sublicenseable licence; (b) subject to the licensee not copying, modifying, reverse engineering, adapting, unless expressly permitted by Applicable Law; and (c) solely for the duration of the Services.
41. Third party licences	(a) Where a party makes third party licences available to the other, the party will: (i) notify the other of the applicable licence terms; and (ii) comply with such terms. (b) You must ensure that your End Users comply with third party licence terms.
INDEMNITY	
42. Indemnity	You indemnify us against (and must pay us for) any loss or damage we suffer relating to: (a) clause 11 (Resupply Terms), clause 12 (End Users), 13 (General Obligations) and 41(Third party licences); (b) the resupply of the Services to End Users, including a claim or demand by an End User; and (c) the use, access or transmission of content using the Services.

LIABILITY	
43. No indirect loss	Neither party is liable for: (a) any loss (direct or indirect) of profit, revenue, anticipated profits or savings, or goodwill; (b) any loss of or corruption of data; (c) loss or damage to credit rating or increased financing costs; (d) any indirect or consequential losses, regardless of whether they were contemplated by either of the parties when the Agreement was entered into or when the relevant order was placed under it, unless such liability cannot be excluded under the Applicable Law.
44. Liability cap	(a) A party's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) during each consecutive 24 month period starting on the date of last signature of the Agreement (**Liability Period**) shall not exceed the amount of the Charges paid or payable in respect of that Liability Period. (b) If the Liability Period is less than 24 months, a party's liability shall not exceed the monthly Charge paid or payable for that Liability Period multiplied by 24.
TERMINATION	
45. You can terminate	(a) You can cancel your Service or terminate this Agreement immediately by providing us with notice requesting cancellation through the Support Portal if: (i) we fail to remedy a breach of this Agreement and you have given us 30 days' written notice asking us to do so;
	(ii) you are required to do so by law or government direction; (iii) we become (or are likely to become) bankrupt or insolvent or an administrator, receiver or scheme administrator is appointed to manage our business or assets. (b) If you cancel a Service before we have provided it to you, you must pay us any costs we incur in preparing to provide the Services to you, which you acknowledge is a reasonable pre-estimate of our loss.

46. We can terminate	We can terminate a Service or this Agreement immediately by giving you written notice if: (a) you fail to remedy a breach of this Agreement and we have given you 30 days' written notice asking you to do so; (b) you breach clauses13 (General Obligations), 15 (What you must not do), 22 (Your Equipment), and 31 (Financial Security) each of which are essential terms of this Agreement; (c) you fail to pay any amount due under this Agreement within 7 days of the date that we write to you seeking payment; (d) we cannot provide the Services in accordance with this Agreement because of a third party supplier failure (not caused or contributed to by us); (e) we are required to do so by law or government direction; (f) we cannot obtain or retain any permit, license, lease, or consent required to provide the Services; (g) you become (or are likely to become) bankrupt or insolvent or an administrator, receiver or scheme administrator is appointed to manage your business or assets; (h) you are subject to a Change of Control; or (i) the Fixed Term has expired.
47. We can suspend	We can suspend the Services if: (a) you fail to pay any amount due under this Agreement within 14 days of the date that we write to you seeking payment; (b) we believe it is necessary to do so to maintain, protect or restore any part of our network; or (c) there is an emergency; only for as long as it is necessary to do so.
48. Effect of termination	If this Agreement or any of the Services are terminated, you must: (a) stop using the Services; (b) return or make available for collection any equipment owned by us in accordance with our reasonable instructions; (c) cease using any of our branding; and (d) pay all Charges due under this Agreement.
49. Force Majeure	(a) If a Force Majeure event occurs which prevents either party from performing any or all of its obligations under this Agreement, if the affected party gives the other party written notice as soon as possible, the affected party is (i) not liable for that failure or delay;
	and (ii) not required to perform its obligations, whilst affected by the Force Majeure event. (b) Either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party is subject to a Force Majeure event that continues for more than 90 consecutive days.
DISPUTES	

50. Notice of Dispute	With the exception of billing disputes which must be dealt with in accordance with clause 25, you can notify us of a dispute in writing through the Support Portal. We will notify you at the email address previously used or advised by you or by sending your communications through the Support Portal.
51. Senior representative resolution	If there is a dispute, both parties' senior representatives must meet within 30 days to attempt to resolve it. If the dispute remains unresolved for 30 days after the meeting either party may commence court proceedings.
52. Interlocutory relief	Nothing in this Agreement prevents either party from seeking urgent interlocutory relief.
CHANGING THE TERMS	
53. Updated Terms	We may update this Agreement from time to time, please check our website for the most up to date version.
54. Changes required by Applicable Law	We may vary this Agreement (including changing or introducing new charges or changing or withdrawing Services) where required to comply with Applicable Law. We will notify you of such changes as soon as reasonably practical.
ASSIGNMENT AND SUBCONTRACTING	
55. Assignment	Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent.
56. Subcontracting	We may subcontract some or all of our obligations under this Agreement but shall be responsible to you for the acts or omissions of our subcontractors.
GENERAL	
57. Trust	You must tell us if you are a trust or managing a trust as a trustee. If so, we may require you to meet additional requirements in entering this Agreement.
58. Only if we supply you with services in Indonesia	(a) You warrant that you are not an Indonesian tax resident. (b) You cannot transfer the Services to an Indonesian tax resident. (c) If you become an Indonesian tax resident, you must tell us in writing, and we may advise you of an alternative arrangement. (d) We cannot invoice your Group Company if it is an Indonesian tax resident.
59. Inclusive wording	Any phrases introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and are construed as illustrative and do not limit the sense of the words preceding those terms.

60. Survivability	(a) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (in whole or part) will continue in force. (b) This Agreement will be binding on the parties and their successors, trustees, permitted assigns or receivers but no other person.
61. Severance	Any provision of this Agreement found to be unenforceable does not form part of the Agreement, but the remaining provisions continue in full force.
62. Notices	(a) You can give us notice through the Support Portal, by email to your Account Manager or by web form here Support Portal . (b) We will give you notice by email, to the email address previously used or advised by you, or by sending your communications through the Support Portal.
63. Entire Agreement	This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes any previous agreements between the parties.
64. No reliance	The parties acknowledge that, in entering into this Agreement, neither party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for by this Agreement.
65. Further assurances	(a) Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement. (b) Each party acknowledges that it has obtained legal advice, or had the opportunity to obtain legal advice, in connection with this Agreement.
66. Authority to sign	(a) Each party warrants that the individual executing this Agreement, has the full and proper authority to do so either as a director (if you are a company) or by delegated authority. (b) We may request evidence of the individual executing this Agreement's proper authority.
67. Joint and several liability	If this Agreement is executed on behalf of the Customer by more than one party, each party shall be jointly and severally liable for the obligations of the Customer.
68. Counterparts	This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
69. Governing law and jurisdiction	This Agreement is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

DEFINITIONS

Applicable Law	law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) Vocus in the provision of the Services and/or (ii) the Customer in the receipt of the Services or the carrying out of its business.
Confidential Information	confidential information (i) concerning the business and affairs of a party or its Related Body Corporates, that a party obtains or receives from the other party; or (ii) which arises out of the performance of any Services.
Change of Control	if you are a corporation, a change in control of: (a) your board of directors; (b) more than half of the voting rights attaching to shares; or (c) more than half of your issued share capital, excluding issued share capital which carries no right to participate beyond a specified amount in the distribution of either profit or capital, except where that change is as a result of trading of securities, reconstruction, amalgamation, merger or consolidation.
Charges	the fees and charges for the Services and equipment (if any) as set out in a Service Order and billed by invoice.
Credit Risk	means if you: (a) become (or are likely to become) bankrupt or insolvent or an administrator, receiver or scheme administrator is appointed to manage your business or assets; (b) have a material judgement entered against you; (c) fail to pay an invoice in accordance with the Agreement; (d) are or any of your directors or principals are identified by a credit reporting agency as presenting a credit risk; (e) fail or refuse to provide financial and trading information satisfactory to us; (f) employ less than one hundred and fifty (150) people; (g) are or are trading as a trust; or (h) relocate your main office overseas.
Directors' Guarantee	if you are a company, a guarantee provided by one or more of your directors to guarantee compliance with your obligations and is in a form notified by us.
End User	a person who acquires a service that is a resupplied version or a derived version of the Services.
End User Contract	means the terms and conditions on which you resupply services to End Users.
Financial Security	means any form of security for the performance of your obligations, including, for example, a deposit of funds, payment in advance, change of payment terms and conditions, a Directors' Guarantee or other unconditional guarantee or letter of credit in a form approved by us and
	provided by an Australian bank or other authorised deposit-taking institution licensed by the Australian Prudential Regulation Authority (APRA) or the grant of a charge over Collateral in accordance with the *Personal Properties Securities Act 2009 (Cth).*

Fixed Term	the term of an individual Service as specified in a Service Order.
Force Majeure	any cause preventing a party from performing any or all of its obligations which arises from events beyond the control of the affected party.
Group Company	any company that is a Related Body Corporate as defined in the *Corporations Act 2001 (Cth).*
GST	goods and services tax or value added tax as applicable under the relevant jurisdiction
Home-based Business	a business carried on where most or all the work of the business is carried out at the residence of the business owner or owners, whether the business is operated by an individual or individuals, a company, a partnership or a trust.
IPR	(i) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and includes the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and rights to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information.
Portal	the customer portals known as • the Members Portal; • Vocus One Portal; • Vocus Support Portal • Electronic file retrieval systems • APIs where we have granted you login access in relation to the Service
Sensitive Information	all information that relates to our network, systems, and/or infrastructure.
Services	the services provided by us under this Agreement and which are specified in the Service Order and Service Schedule.
Service Order	an order in Vocus' standard form for the provision of a Service, which includes the Services, any Fixed Term, Charges or special conditions that apply, which has been signed by Vocus.
Support Portal	means the Vocus Support Portal