

**PRIMUS ONLINE STANDARD FORM OF AGREEMENT FOR
INTERNET SERVICES**

PRIMUS ONLINE PTY LTD ABN 29 092 063 691 ("Primus Online")
(version 211205)

This document:

- Is a standard form of agreement ("SFOA") under section 479 Telecommunications Act 1997; ("the Act")
- Does not apply to Dial Up with AOL Software Internet Plans, the terms of which are at www.aol.com.au;
- May be amended by Primus Online from time to time;
- Does not apply if and to the extent otherwise agreed between Primus Online and a Customer.

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SERVICE SCHEDULE

1. AGREEMENT FOR SUPPLY OF INTERNET SERVICES

Primus Online will supply Internet Services to the Customer under the applicable Plan and the Customer's Application and on the terms set out in this Standard Form of Agreement, which comprises this Service Schedule and the Core Terms.

2. INTERPRETING THIS SERVICE SCHEDULE

- 2.1 The definitions and rules of interpretation in the Core Terms apply to this Service Schedule.
- 2.2 "Acceptable Use Policy" means rules about Internet Access, including rules as to transmission volume and throughput limits, excess usage fees, terms of payment and any other matter at all which Primus Online considers desirable.
- 2.3 "ADSL" or "Asymmetric Digital Subscriber Line" means the xDSL protocol commonly known as that.
- 2.4 "Core Terms" means that part of this document with the heading "Core Terms".
- 2.5 "Early Cancellation" bears the meaning given to it in clause 6.
- 2.6 "Firewall" means a device or software intended to enforce a boundary to a network and which is or may be configured to block unauthorised access to the protected network.
- 2.7 "Internet Access" means being able to access the Internet such that data can be transferred to and from the user's computer.
- 2.8 "Internet Services" means Services that provide Internet Access and related Services, including if it is so agreed, access to email.
- 2.9 "Primus-AOL Broadband" and "Broadband" means each of the forms of Internet Access which Primus Online from time to time designates as Broadband, which at present include xDSL, but not Internet Access via 56k dial-up modem.
- 2.10 "Minimum Term" means a period, which may be one of successive periods for which a Plan is automatically renewed, (specified in the relative Plan or elsewhere) for which the Customer has committed itself to acquire a Service.
- 2.11 "Plan" means one of the different levels (by reference to such factors as Primus Online decides, for example mode, price, speed, volumes of data, regional or other availability, Minimum Term) of Internet Access Services from time to time offered by Primus Online.
- 2.12 "Resold Service" means a service that Primus Online acquires from an Other Supplier and re-supplies as a Service or part of a Service.
- 2.13 "Specified Software" means computer software (whether an operating system, application, or otherwise) which Primus Online from time to time specifies as suitable for use in relation to a Service, but excludes any functionality that Primus Online from time to time designates as not suitable.
- 2.14 "Virtual Web Server" means a web server that contains more than one Web Site.
- 2.15 "Web Site" means a collection of web pages with a common hostname, (for instance, all the web pages that commence with the hostname www.website.com.au).
- 2.16 "xDSL" means the different variations of DSL (Digital Subscriber Line) protocol, including without limitation ADSL, HDSL and SHDSL.
- 2.17 "Virtual Web Site Hosting" means:
 - 2.17.1 providing space on a Virtual Web Server;
 - 2.17.2 giving the Customer passworded FTP access to upload and update the material for its Web Site;

- 2.17.3 using reasonable endeavours to keep the Web Site available for access on the world wide web.
- 2.18 Primus Online may, in measuring volumes of data and the like, use the following meanings:
 - 2.18.1 "Kilobyte" and "KB" may be used to mean 1000 bytes;
 - 2.18.2 "Megabyte" and "MB" may be used to mean 1000 Kilobytes;
 - 2.18.3 "Gigabyte" and "GB" may be used to mean 1000 Megabytes;
 - 2.18.4 and like rounded numbers for other multiples of bytes, as well as those for multiples of bits.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer accepts and will comply with such conditions as are from time to time imposed by Primus Online in respect of a Service, whether as part of the Plan or otherwise, including without limitation, limits on usage and type of usage, size of emails and attachments and web space, time and volume limits applicable to data transfer and storage and session and idle times, deletion and loss of data.
- 3.2 The Customer must not do or allow to be done, in relation to a Service, any of the following:
 - 3.2.1 engage in denial-of-service attacks, or allow a computer under its authority to be used as part of one;
 - 3.2.2 obtain or attempt to obtain access to or control of any other computer or network;
 - 3.2.3 scan ports on other computers or otherwise probe them for means of access or vulnerabilities;
 - 3.2.4 spread (either deliberately or through want of reasonable care) any virus, trojan horse or other harmful thing;
 - 3.2.5 breach any law regulating content on the Internet or of email;
 - 3.2.6 contravene the Privacy Act 1998, the National Privacy Principles, or any guidelines made under them;
 - 3.2.7 send spam or unsolicited email.
- 3.3 If Primus Online or Other Supplier provides the Customer with any software, the Customer will only use it in accordance with its licence terms as notified to the Customer from time to time.
- 3.4 In the case of an Internet Service that is supplied as a Residential Service, the Customer agrees not to resell the Service, nor to establish, maintain or permit multiple concurrent connections to the Service, nor to connect the Service to a Customer local area network, except if the Service is designated by Primus Online as one which supports use of a local area network.
- 3.5 Except to the extent that Primus Online has specifically agreed otherwise, the Customer is solely responsible at its own expense for:
 - 3.5.1 providing and maintaining the necessary telephone service or other connection between the Customer and the point of presence or other specified point of connection to the Internet; and
 - 3.5.2 providing and maintaining the modem and all other Equipment necessary for that purpose; and
 - 3.5.3 ensuring that the Customer has access to the Internet Services by means of a local or untimed call.
- 3.6 The Customer must pay for all usage on its Internet account, whether by the Customer or anyone else who accesses the account directly or indirectly by means of the Customer's password or Customer Equipment.
- 3.7 Primus Online may make and change an Acceptable Use Policy on 14 days notice to the Customer. An Acceptable Use Policy applies as if it was set out in full as terms of this agreement, but it cannot contradict this agreement.
- 3.8 The Customer acknowledges that:
 - 3.8.1 continuity and speed of access to the Internet depend on a wide range of factors, many of which are beyond the control of Primus Online;

- 3.8.2 Primus Online has no control over the accuracy or appropriateness of any information on the Internet;
- 3.8.3 Primus Online is not responsible for any software or data available on the Internet;
- 3.8.4 if Primus Online provides to Customer technical or other support or advice in relation to any matter which is outside Primus Online's direct responsibility under this Agreement, it does so only in an attempt to assist Customer and without incurring any liability other than any which cannot lawfully be excluded;
- 3.8.5 the Customer may lose access to its pre-existing email addresses;
- 3.8.6 some Plans provide for automatic renewal for consecutive Minimum Terms and can be cancelled by the Customer only prior to and with effect from the end of the current Minimum Term;
- 3.8.7 Customer should check regularly the Customer's Primus Online email inbox for communications from Primus Online;
- 3.8.8 Primus Online has the right to cancel a secondary email address which has not been accessed by the Customer for a period of more than 90 days.

4. INTERNET SECURITY

- 4.1 The Customer acknowledges and accepts that any access to the Internet involves security risks and that new threats to Internet security are continually evolving. The Customer accepts responsibility for maintaining its own security and acknowledges that Primus Online has recommended that Customer should at least:
 - 4.1.1 maintain and protect its user identity, email address and password (keeping the password secure, including not disclosing it, avoiding the use of dictionary words, names or dates, changing it regularly, not keeping it in writing or storing it on a computer);
 - 4.1.2 not disclose personal information (including credit card details) on the Internet;
 - 4.1.3 use and keep current anti virus software and Firewall;
 - 4.1.4 restrict access to Customer Equipment;
 - 4.1.5 not accept emails or files from unknown sources;
 - 4.1.6 protect users from unsuitable Internet content;
 - 4.1.7 keep up to date on Internet security issues;
 - 4.1.8 be aware that premium rate "190" and international "0011" telephone call charges can be incurred inadvertently by users accessing certain Internet sites;
 - 4.1.9 avoid unexpected data charges by regularly monitoring data usage (statistics are available to each Customer in Account Toolbox on the Primus Online website).

5. NO REBATE FOR UNUSED ENTITLEMENTS

- 5.1 If a Plan includes an allowance for a certain volume of transferred data in a period:
 - 5.1.1 there is no rebate if the Customer transfers a lesser volume; and
 - 5.1.2 unused entitlements do not carry forward.
- 5.2 If a Plan includes an amount of time online in a period:
 - 5.2.1 there is no rebate if the Customer is online for a lesser time; and
 - 5.2.2 unused entitlements do not carry forward.

6. EARLY CANCELLATION

- 6.1 If Primus Online agrees to allow the Customer to cancel a Plan or Service Contract before the end of any Minimum Term (which it is not obliged to do) or if, before the end of any Minimum Term, a Service Contract is terminated or a Service discontinued by reason of the failure of the Customer to comply with any of its

obligations (all referred to in this clause as "Early Cancellation"), then the Customer is liable to pay to Primus Online Online, in addition to amounts for Services already provided or committed, additional charges as set out in the following provisions.

- 6.2 In the case of Early Cancellation of an ADSL Internet Access Service:
 - 6.2.1 the Customer must pay the price of any modem or other Equipment dispatched to Customer (unless that Equipment is returned by Customer to Primus Online at the cost of Customer in its unopened original packing within 7 days of cancellation, in which case Customer will be liable for a handling fee of \$50.00) and a charge for any installation actually carried out or for which Primus Online is liable; PLUS
 - 6.2.2 EITHER if the Early Cancellation is before the Service has been accessed by the Customer (by logging in) for the first time the Customer must pay a cancellation fee of \$200.00 (less any establishment fee under the Plan already paid by the Customer);
 - 6.2.3 OR if the Early Cancellation is after the Service has been accessed by the Customer for the first time:
 - 6.2.3(a) then if the Minimum Term of the Plan is 12 months or less, the Customer must pay the total (not exceeding \$1,000.00) of Fixed Charges that would have been payable over the balance of the Minimum Term of the Plan if it had not been cancelled; or
 - 6.2.3(b) then if the Minimum Term of the Plan is more than 12 months, the Customer must pay the total of Fixed Charges that would have been payable over the balance of the Minimum Term of the Plan up to a period of 12 months from the date on which the Plan commenced and 30% of Fixed Charges after that (but not exceeding in total \$1,500.00).
- 6.3 In the case of Early Cancellation of a dial up modem Internet Access Service, the Customer must pay the total of Fixed Charges that would have been payable over the balance of the Minimum Term if it had not been cancelled (but not exceeding Fixed Charges referable to a period greater than 6 months).
- 6.4 In the case of Early Cancellation of an Internet Service other than an ADSL Internet Access Service or a dial up modem Internet Access Service, the Customer must pay the following:
 - 6.4.1 any unpaid balance of any establishment or set-up fee or of the amount payable in respect of any modem or other Equipment made available by or on behalf of Primus Online Online to the Customer;
 - 6.4.2 any cancellation or other fee that Primus Online is obliged to pay any Other Supplier as a result; and
 - 6.4.3 the total of any other Fixed Charges that would have been payable to Primus Online over the balance of the Minimum Term if it had not been cancelled.

7. I.P. ADDRESSES

- 7.1 Any I.P. address allotted to the Customer by Primus Online, whether as a static or dynamically allocated address:
 - 7.1.1 remains the sole property of Primus Online;
 - 7.1.2 may be changed or revoked by Primus Online at its discretion at any time; and
 - 7.1.3 is not transferable.
- 7.2 Unless a Plan states otherwise, Primus Online is not obliged to allot the Customer a static I.P. address.

8. PREPAID INTERNET SERVICES

- 8.1 "Prepaid" refers to Internet Services for which Customer has paid in advance by means of purchase of a Prepaid kit or by subsequently topping-up an existing Prepaid account.

- 8.2 This Agreement applies to Prepaid Internet Services supplied to a Customer who registers or tops up a Prepaid Account after the date on which this Agreement comes into effect.
- 8.3 The right to use Prepaid Internet Services will, unless the account has been topped-up, expire (and the Customer account and email addresses will be cancelled) on the earliest of the following, namely when Customer reaches the specified usage level or at the end of the validity period or on the use-by date specified in the kit or specified at time of top-up.
- 8.4 Prepaid Internet Services will also be subject to any other terms specified in the Prepaid kit.
- 8.5 Unused hours will not be carried forward and will not be the subject of a refund.
- 8.6 A query or complaint in relation to a Prepaid kit should be directed to the merchant from whom Customer purchased it.

9. ADSL (AND IF APPLICABLE, OTHER XDSL) INTERNET ACCESS

- 9.1 The Service (which in this clause means an ADSL or XDSL Service) is not available in all areas or to all telephone lines and in some regional areas may be subject to an additional monthly charge.
- 9.2 Its availability depends on the Customer's access network and other factors including the continuing suitability of the Customer's exchange and the distance of the Customer from the exchange.
- 9.3 It may cause temporary disruption to the Customer's standard telephone service.
- 9.4 Primus Online will endeavour to provide the Service as soon as it can, but cannot guarantee availability or date of commencement.
- 9.5 Approximately once every 24 hours, the Service may be interrupted for approximately 30 seconds for a billing record update.
- 9.6 If the Customer requests Primus Online to relocate the Service to a new Site following relocation by the Customer:
 - 9.6.1 Customer must produce to Primus Online copies of telephone bills for both the old and new Sites and comply with other reasonable requirements of Primus Online, failing which Primus Online may treat it as an Early Cancellation, but subject to this;
 - 9.6.2 if Primus Online is able to relocate the Service, the Service Contract will continue and Customer will pay \$90.00 relocation fee (plus the cost of any necessary additional Equipment and installation charges);
 - 9.6.3 if Primus Online is not able to relocate the Service, Primus Online will release the Customer from the balance of the Service Contract, subject to payment of all accrued charges up to the date of release, plus if that is within the first 6 months of the Minimum Term, a \$200 cancellation fee.
- 9.7 If a Service is suspended or disconnected because of anything for which the Customer is responsible (for example late payment of account or interruption to Customer's telephone service) Customer must pay a reconnection fee of \$100, unless in its discretion Primus Online elects to treat it as an Early Cancellation.
- 9.8 Where the Service is a Resold Service and the Other Supplier is Telstra Corporation Ltd, Customer must obtain and maintain in its own name a standard telephone service.
- 9.9 The Customer acknowledges that some services ("Incompatible Services") supplied by means of the same telephone line may be incompatible or may not function properly or at all over that telephone line or may only function if additional equipment is installed. Where additional equipment is so required, Customer agrees to install it at its cost.
- 9.10 If the Customer wants any other service to be supplied by means of the same telephone line, it must ascertain from the supplier of that service that it is not an Incompatible Service, and if it is, not allow it to be supplied.
- 9.11 The Customer releases and indemnifies Primus Online and any Other Supplier from all liability (including third party claims) arising from the following (to the

extent that the liability is caused by the supply of or non-supply of or cancellation of the Service):

- 9.11.1 disruption to standard telephone service or any service supplied by means of the same telephone line;
 - 9.11.2 suspension of the provision of the Service to particular IP addresses;
 - 9.11.3 cancellation of, or refusals to provide or continue providing, Incompatible Services;
 - 9.11.4 malfunction of Incompatible Services;
 - 9.11.5 discontinuance of the Service if the Customer uses Incompatible Services.
- 9.12 If any Other Supplier ceases to supply the xDSL Service as a Resold Service, Primus Online may cancel the agreement for the supply of the Service to the Customer.

10. VIRTUAL WEB SITE HOSTING

- 10.1 This clause applies if Customer has made Application for and Primus Online has specifically agreed to provide Virtual Web Site Hosting.
- 10.2 The Customer is responsible for the whole of the design and implementation of its Web Site.
- 10.3 Apart from the operating system and the web server software on a Virtual Web Server, any software (e.g. CGI scripts) made available by Primus Online is supplied on an as-is basis, and without any warranty, and the Customer is solely responsible for satisfying itself as to its suitability for the Customer's purposes.
- 10.4 The Customer promises Primus Online that:
 - 10.4.1 it will not run any application on a Virtual Web Server that Primus Online considers to be highly processor intensive or likely to impair its operation;
 - 10.4.2 it will remove from the Virtual Web Server at least once each 30 days any log files that it wants to retain (and it authorises Primus Online to delete log files more than 30 days old);
 - 10.4.3 it will keep a backup copy of all material it uploads to the Virtual Web Server;
 - 10.4.4 it will download from the Virtual Web Server any data that is created on it as often as necessary to ensure that loss of data on the Virtual Web Server will not cause it significant harm;
 - 10.4.5 it will observe all proper practices and procedures in relation to the security of its Web Site;
 - 10.4.6 it will not use and will remove from its Web Site any application that Primus Online determines to be harmful in any way;
 - 10.4.7 it will indemnify Primus Online against any harm it may suffer from a breach of these promises, or as a direct or indirect result of the publication of the Web Site.
- 10.5 If the Customer chooses to use DNS services that are not supplied by Primus Online, then Primus Online has no liability at all if those services are inadequate in any way.
- 10.6 Primus Online may specify a maximum disk quota for the Customer's Web Site, including its public FTP directory. It is the Customer's responsibility not to exceed disk quotas. The Customer acknowledges that exceeding disk quotas may cause its Web Site or FTP to malfunction. If that happens, Primus Online accepts no responsibility.
- 10.7 Primus Online will back up the Virtual Web Server that contains the Customer's Web Site using a regime to be decided by Primus Online. The backup regime will not be tailored to the needs of the Customer, and the Customer is solely responsible for deciding if it is adequate for its purposes. If the Customer requests Primus Online to restore any data, Primus Online will do so if it can from the backups then available. If it cannot, it is not liable to anyone in any way.

- 10.8 Primus Online will only provide Specified Software for use on a Virtual Web Server.
- 10.9 Even in the case of Specified Software, Primus Online may decline to permit certain functionality to operate (for example, certain Front Page extensions, or CGI scripts other than those supplied by Primus Online). The Customer is responsible for familiarising itself with what functionality is not permitted.
- 10.10 If Primus Online agrees to the use of any software on a Virtual Web Server that is not Specified Software, Primus Online's only duty is to try in good faith to support it, and the Customer indemnifies Primus Online against all harm that anyone suffers as a result of:
 - 10.10.1 its use or the fact that it does not work properly; or
 - 10.10.2 Primus Online's attempts to support it, even if Primus Online is negligent.
- 10.11 Primus Online will obtain any software licences that are required for the purposes of its responsibilities under this agreement. Otherwise, the Customer is solely responsible for choosing and licensing any software it requires for the purposes of its Web Site, and for ensuring that it is compatible with Primus Online's hardware and software.
- 10.12 Apart from any other rules it may make, Primus Online may make and alter rules regulating the allocation of the total Internet bandwidth and processing capacity available to a Virtual Web Server among the Web Sites on the server.
- 10.13 Primus Online is not responsible for failure of a Firewall or other security hardware or software (if any), to provide full protection of Virtual Web Server/s or any Web Site.
- 10.14 Where a Virtual Web Hosting Service includes FTP access by persons other than the Customer:
 - 10.14.1 the Customer is solely responsible for ensuring that the public FTP directory contains nothing that should not be available to those persons;
 - 10.14.2 the public FTP directory and the material in it are taken to be part of the Customer's Web Site.
- 10.15 Except where Primus Online agrees to register a domain name for the Customer, the Customer is solely responsible for ensuring that it has and retains all necessary rights to use any domain name it requires.
- 10.16 If the Customer has reason to anticipate that the volume of data coming to or from its Web Site will vary significantly, it must give Primus Online notice and details without unreasonable delay.
- 10.17 If Primus Online requests it, the Customer must in good faith give forecasts of its anticipated requirements for disk quotas, or the volume of data coming to or from its Web Site from time to time.
- 10.18 Primus Online may delete any of the Customer's data which remains on a Virtual Web Server after the end of this Agreement. The Customer is solely responsible for downloading any data that it wants to retain from or associated with its Web Site, before the end of this Agreement, and Primus Online is not responsible for the loss of any data associated with the Customer's Web Site because the Customer failed to do so.
- 10.19 If any data is left on a Virtual Web Server at the end of this Agreement, Primus Online may back it up or duplicate it in any manner it thinks suitable, but it does not have to. If the Customer later pays Primus Online fees for doing so, Primus Online will make the backup or duplicate available, on an as-is basis, if it still exists.

11. EMAIL VIRUS PROTECTION AND EMAIL SPAM PROTECTION

- 11.1 Email Virus Protection and Email Spam Protection are offered as additional Services at extra cost to selected Customers of Primus Online Internet Services.
- 11.2 The following definitions are applicable:

- 11.2.1 "Email Virus Protection and Email Spam Protection" means both Email Virus Protection and Email Spam Protection or where applicable one of those Services.
- 11.2.2 "Email Spam Protection" means filtering spam from the Customer's incoming Primus Online email using the Email Spam Software.
- 11.2.3 "Email Virus Protection" means providing protection against viruses in the Customer's incoming Primus Online email using the Email Virus Software.
- 11.2.4 "Email Spam Software" means Brightmail Solution Suite, Anti-Spam Solution, Service Provider Edition, release 4.0.5 or such replacement software as is adopted by Primus Online from time to time.
- 11.2.5 "Email Virus Software" means Brightmail Solution Suite, Anti-Virus Solution, Service Provider Edition, release 4.0.5 powered by Symantec or such replacement software as is adopted by Primus Online from time to time.
- 11.2.6 "Licensor" means Brightmail Inc and its successors as the licensor to Primus Online of the Email Spam Software or the Email Virus Software or either of them (and where applicable includes any superior licensors).
- 11.2.7 "Spam" means unsolicited commercial email sent to a Customer.
- 11.2.8 "Spam Folder" means the Customer directory to which email identified as probable spam is diverted for temporary storage.
- 11.2.9 "Virus" means programming code intended to cause some unexpected or undesired event and includes without limit things known as worms and Trojan horses.
- 11.3 Email Virus Protection and Email Spam Protection will be provided for successive monthly periods. The first period may be less than one month so as to align with the day of the month to which the Customer is billed for Internet Services.
- 11.4 Either party may terminate Email Virus Protection and Email Spam Protection at any time on notice to the other. Customer will remain liable for payment to the end of the current month, unless the termination occurs at the request of Primus Online.
- 11.5 Customer is aware that Email Virus Protection and Email Spam Protection do not provide protection against spam or viruses emanating from sources other than incoming email addressed to the Customer's nominated Primus Online email address. For example they do not protect against spam or viruses introduced from a floppy disc or from the Internet or from a web based email program. For this reason Primus Online recommends that Customer should also obtain and keep current a reputable desktop security program.
- 11.6 Customer authorises Primus Online and the Licensor to access and process Customer's email and information to the extent necessary for the proper functioning of the Email Virus Protection and Email Spam Protection and in order to provide support and maintenance and reports on the operation of and changes to the Email Virus Protection and Email Spam Protection.
- 11.7 Customer acknowledges that Brightmail Inc and others constituting the Licensor do not give any warranties to the Customer as to the performance of the Email Virus Protection and Email Spam Protection and that this agreement does not give Customer any recourse against the Licensor.
- 11.8 Customer acknowledges that all intellectual property rights, now and in the future, in the Email Virus Software and Email Spam Software belong to the Licensor.
- 11.9 Because software is inherently complex and may not be completely free of errors and because of the nature of the internet and email and viruses Customer accepts that Email Virus Protection and Email Spam Protection may not always provide the desired outcomes.
- 11.10 Email Virus Protection and Email Spam Protection are configured for offer to all Primus Online customers. For this reason they cannot be configured to the individual requirements of the Customer.

- 11.11 Email Virus Protection comprises the use of the Email Virus Software to scan Customer's incoming email for viruses and to divert any that contain viruses. At the discretion of Primus Online, in some cases a virus may be removed, in others the affected email and/or attachment may be deleted completely. The Customer will receive email notification of such events. The following matters apply to Email Virus Protection:
 - 11.11.1 Primus Online does not warrant that it will identify or provide protection against all viruses;
 - 11.11.2 some email and attachments (infected by viruses or not) may be delayed or permanently lost;
 - 11.11.3 it provides protection only to incoming email addressed to the Customer's Primus Online email address nominated by the Customer;
 - 11.11.4 it does not monitor or provide any protection in respect of outgoing mail from the Customer, nor in respect of viruses which may be introduced by other means (for example from a floppy disc or from the internet).
- 11.12 Email Spam Protection is configured to identify probable spam which will be diverted to the Customer's Primus Online webmail Spam Folder, where it will be held for a period of 7 days, after which it will automatically be permanently deleted, without notice to the Customer. The following matters apply to Email Virus Protection:
 - 11.12.1 it applies only to incoming email addressed to the Customer's Primus Online email address nominated by the Customer;
 - 11.12.2 Primus Online does not warrant that it will identify or provide protection against all spam or other unwanted email;
 - 11.12.3 some email and attachments may be delayed or permanently lost;
 - 11.12.4 some email which is identified as probable spam may be email which Customer would wish to receive;
 - 11.12.5 the Spam Folder will be accessible to Customer only by accessing Customer's Primus Online webmail Spam Folder;
 - 11.12.6 if Customer does not, within the period of 7 days, move an item from the Spam Folder, it will be permanently deleted, notwithstanding that it has not been seen by Customer;
 - 11.12.7 Primus Online recommends that Customer checks the contents of the Spam Folder at least every 7 days and moves items which Customer wishes to retain;
 - 11.12.8 Primus Online does not check the contents of the Spam Folder;
 - 11.12.9 email diverted to or held in the Spam Folder is included in calculation of the volume of Customer data usage and mail box limit.

12. iSPEED

- 12.1 The following definitions are applicable:
 - 12.1.1 "iSpeed" means the content acceleration service using Client Software to accelerate delivery to the Customer's computer of data, text and graphics requested by Customer from the Internet.
 - 12.1.2 "Client Software" means Propel client software.
 - 12.1.3 "Licensor" means Propel Software Corporation and its successors as the licensor to Primus Online of the Client Software and (and where applicable includes any superior licensors).
- 12.2 iSpeed is offered as an additional Service at extra cost to selected Customers of Primus Online Internet Services who have a dial-up Internet connection of between 14.4 and 200 kilobits per second.
- 12.3 Customer acknowledges that:
 - 12.3.1 iSpeed does not increase the speed of uploads from the Customer's computer to the Internet;
 - 12.3.2 iSpeed is not effective with all data types nor all web sites;
 - 12.3.3 iSpeed is not compatible with all Customer hardware or software;

- 12.3.4 because of maintenance or for other reasons, iSpeed may not be available at all times;
- 12.3.5 this Agreement does not give Customer any recourse against the Licensor.
- 12.4 Primus Online website www.primusonline.com.au contains information about the effective use of iSpeed, measurement of its effect and gives details of software and hardware which is not compatible with iSpeed.
- 12.5 iSpeed will be provided for successive monthly contract periods. The first period may be less than one month so as to align with the day of the month to which the Customer is billed for Internet Services. Either party may terminate the contract at any time on notice. Customer will remain liable for payment to the end of the current month, unless the termination occurs at the request of Primus Online.

CORE TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and interpretations apply unless the context requires otherwise:

- 1.1 "Agreement" means these Core Terms, and where the context allows, the Service Contract of which these Core Terms form part;
- 1.2 "Act" means the Telecommunications Act 1997;
- 1.3 "Application" means an application, in any format acceptable to Primus Online, for Service or Services submitted by a Customer to Primus Online;
- 1.4 "Charges" means amounts payable to Primus Online by a Customer for the Services;
- 1.5 "Confidential Information" of a party means all information (except information that is in the public domain other than as a result of a breach of an obligation of confidentiality) regarded by that party or any Related Body Corporate as being confidential, whether the other party became aware of the information before or after entering into this Agreement. The Confidential Information of Primus Online includes the terms of this agreement;
- 1.6 "Consumer Legislation" means Trade Practices Act 1974 (C'ith), the Fair Trading Acts of the states and other equivalent or like legislation of an applicable jurisdiction;
- 1.7 "Customer" means a person who submits an Application or to whom Primus Online supplies a Service;
- 1.8 "Customer Equipment" means Equipment (including Equipment Sold) owned by, or in the possession, custody or control of a Customer and which is not Primus Online Equipment;
- 1.9 "Due Date" means the date by which a Charge is payable and, unless a Service Contract specifies another date, is the date which is 14 days after the date of the Invoice on which that Charge first appears;
- 1.10 "Emergency" means any actual or apprehended event or condition that in the reasonable opinion of Primus Online may endanger the safety or health of a person, or damage any property or cause interruption to any Service or affect in any way the normal operation of the Primus Online Network or any interconnected network or expose any person to legal liability or to any loss, damage or expense;
- 1.11 "Equipment" means any hardware, software or other infrastructure used in connection with a Service;
- 1.12 "Equipment Sold" means Equipment sold by Primus Online to Customer under this Agreement;

- 1.13 "Fixed Charge" means a Charge that is fixed, and is not calculated by reference to volumes of data transferred or stored, or time online, or other variable factors;
- 1.14 "GST" means goods and services tax under A New Tax System (Goods and Services Tax) Act 1999;
- 1.15 "Invoice" means an account rendered by Primus Online for Charges;
- 1.16 "Primus Online" means that business name and/or trademark owned and used by Primus Online;
- 1.17 "Minimum Term" means any minimum period or one of successive minimum periods agreed by the parties as the duration of a Service Contract;
- 1.18 "Other Supplier" means Telstra Corporation Ltd or other third party supplier (whether to Primus Online or to Customer direct) of goods or services in relation to the Services;
- 1.19 "Other Supplier Infrastructure" means Equipment provided by Other Suppliers used in the provision of the Services;
- 1.20 "Primus Online" means the company so identified at the start of this Agreement;
- 1.21 "Primus Online Equipment" means Equipment supplied by or on behalf of Primus Online (other than Equipment Sold);
- 1.22 "Primus Online Network" means the telecommunications network owned or operated by Primus Online and includes the Primus Online Equipment and where the context permits includes any connected telecommunications network;
- 1.23 "Primus Telecom" means that business name and/or trademark owned and used by Primus;
- 1.24 "Related Body Corporate" has the meaning given to it in the Corporations Act;
- 1.25 "Residential Service" means a Service which is of a type, or which is supplied on terms, which Primus Online designates for residential or private use.
- 1.26 "Service" means each telecommunications service (including the provision of Primus Online Equipment and sale of Equipment Sold) which is of a type to which section 479 of the Act applies, provided by Primus Online to the Customer, whether the subject of an Application or not;
- 1.27 "Service Contract" means a contract for the supply of a Service, comprising the Application, if any, the terms and conditions of this Agreement and the Service Schedule, if any, applicable to that Service;
- 1.28 "Service Schedule" means all the terms on which Primus Online supplies a particular Service (being, unless it is otherwise agreed, those which are set out in a designated service schedule or those from time to time published or notified by Primus Online as being applicable to that Service or to the plan under which that Service is supplied to the Customer);
- 1.29 "Site" means a location owned, occupied or used by Customer at which there is Primus Online Equipment or Customer Equipment or to which Primus Online provides Services;
- 1.30 headings are for convenience only and do not affect the interpretation of this Agreement;
- 1.31 the singular includes the plural and conversely;
- 1.32 a gender includes all genders;
- 1.33 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.34 a reference to a person includes a body corporate, an unincorporated body or other entity and vice versa;
- 1.35 a reference to a party means Primus Online or a Customer and includes the party's successors and permitted assigns;
- 1.36 a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.

2. APPLICATIONS

- 2.1 Customer will, if required by Primus Online, submit an Application for each Service, but acknowledges that this Agreement will, unless it is agreed otherwise,

also apply to Services supplied by Primus Online at the request of the Customer, in respect of which Customer has not submitted a formal Application.

- 2.2 Customer undertakes that all information given by the Customer in relation to an Application is complete and correct and acknowledges that Primus Online is not obliged to accept any Application.
- 2.3 Where applicable, Customer authorises Primus Online, on its behalf, to obtain information from an existing provider to it of telecommunications services and to complete and sign documentation and to take all steps necessary to transfer its accounts and services from that existing provider to Primus Online.
- 2.4 Customer is responsible for amounts charged for goods and services supplied or to be supplied to Customer by that existing provider or any Other Supplier, including amounts billed direct, for example for override calls.

3. SERVICES

- 3.1 Primus Online will provide Services to the Customer on the terms of the Service Contract applicable to that Service.
- 3.2 Primus Online will supply the Services using the Primus Online Network and facilities and services of Other Suppliers as it reasonably sees fit.

4. CHARGES

- 4.1 The Charges for each Service are those that are specified in this Agreement; otherwise, they are those that are from time to time fixed by Primus Online as the Charges for each Service (details of which are on the Primus Online website or can be obtained from Primus Online on request and in respect of any changes to which Primus Online has given such notification as is required by law).
- 4.2 The Customer must pay Primus Online the Charges by the Due Date, in a manner specified in the Invoice.
- 4.3 If Customer has elected to pay by credit card, Primus Online may without further notice, debit to the credit card, at times when they are due for payment, all Charges, whether Fixed Charges or otherwise.
- 4.4 Customer is responsible for payment of Charges arising out of the use of a Service by Customer or by any other person, whether with or without the consent of the Customer. Customer is therefore advised to prevent any unauthorised person from accessing the Service.
- 4.5 If a Service is used to access the facilities or services of an Other Supplier, amounts charged by that Other Supplier are, unless this Agreement specifies otherwise, the responsibility of the Customer, who will indemnify Primus Online. If those amounts are charged to Primus Online, Primus Online may include them in the Charges.
- 4.6 If any Charge is not expressed to be GST inclusive, the Customer will pay to Primus Online at the same time an amount equal to the amount of GST on the supply. Primus Online will issue a tax invoice to the Customer.
- 4.7 If Customer does not pay an Invoice by the Due Date, Primus Online may charge a fee not exceeding \$15.00 to cover additional administration. Primus Online may also charge interest at the rate in the Penalty Interest Rates Act 1983 (Victoria) on overdue Charges from the Due Date until paid, together with any expense incurred by Primus Online as a result of the default by the Customer.

5. INVOICES

- 5.1 Primus Online will usually render Invoices at or about monthly intervals, or at other intervals as are agreed, but Primus Online may, where it is reasonable to do so, vary the timing or frequency of Invoices. Primus Online may include in an Invoice Charges in respect of previously unbilled Services which were performed in an earlier period, (but where the Billing Code is or would be applicable, not Charges which are older than 190 days from the date when the Charge was incurred).

- 5.2 Unless otherwise agreed, Charges that are Fixed Charges will be payable in advance and other Charges will be payable in arrears.
- 5.3 Unless shown to be incorrect, an Invoice is sufficient evidence of the provision of the Services and of the entitlement to make the Charges to which the Invoice relates.

6. PERSONAL INFORMATION / CREDIT CHECKS

- 6.1 Customer authorises Primus Online to conduct credit checks and searches and to use that information to assess Customer's credit worthiness. Primus Online may give to a credit reporting agency the following information:
 - 6.1.1 identity particulars (as permitted by the Privacy Commissioner's determination);
 - 6.1.2 the fact that Customer has applied for credit and the amount;
 - 6.1.3 the fact that Primus Online is a current credit provider to Customer;
 - 6.1.4 payments which become overdue more than 60 days and for which collection action has commenced;
 - 6.1.5 advice that payments are no longer overdue;
 - 6.1.6 cheques drawn by Customer which have been dishonoured more than once;
 - 6.1.7 in specified circumstances, that in the opinion of Primus Online, Customer has committed a serious credit infringement;
 - 6.1.8 that the credit provided to Customer by Primus Online has been paid or otherwise discharged.
- 6.2 Primus Online may give to or seek from any credit provider named in a credit report issued by a credit reporting agency information about Customer's arrangements. Customer understands that this information can include any information about Customer's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other (Section 18N(1)(b) Privacy Act). Customer understands the information may be used for the following purposes:
 - 6.2.1 to assess an application for Customer for credit;
 - 6.2.2 to notify other credit providers of a default by Customer;
 - 6.2.3 to exchange information with other credit providers as to the status of this credit where Customer is in default;
 - 6.2.4 to assess Customer's credit worthiness.
- 6.3 If Primus Online considers it relevant to assess Customer's application for personal credit, Customer agrees that Primus Online may:
 - 6.3.1 obtain a report about Customer's commercial activities or commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons;
 - 6.3.2 obtain from a credit reporting agency a credit report containing personal credit information about Customer in relation to commercial credit provided by Primus Online;
 - 6.3.3 receive from a credit reporting agency a credit report containing personal information about Customer in relation to collecting overdue payments.
- 6.4 Customer acknowledges and agrees that:
 - 6.4.1 Primus Online may use Customer's personal information in connection with the Services and for this purpose may share it within the Primus Group and with other entities which provide services to Primus Online related to the provision of the Services;
 - 6.4.2 Primus Online may use it to inform Customer about other services offered by Primus Online and business partners and associates of Primus Online (Customer may elect not to have personal information used in that manner on request to Primus Online);
 - 6.4.3 Customer has the right to obtain access to certain Customer personal information held by Primus Online;

- 6.4.4 Customer will inform Primus Online whenever a change occurs in Customer personal information;
- 6.4.5 Primus Online Privacy Policy and Privacy Statement are available at <http://www.primusonline.com.au/privacy.php>.
- 6.4.6 Customer will not do anything that will cause Primus Online to breach any law relating to privacy or protection of personal information.

7. PRIMUS ONLINE EQUIPMENT AND EQUIPMENT SOLD

- 7.1 This clause applies if the Services include the provision of Equipment to Customer.
- 7.2 Customer agrees to buy from Primus Online the Equipment Sold on the terms set out in this clause (unless otherwise agreed) namely:
 - 7.2.1 Primus Online will deliver the Equipment Sold to the agreed Site;
 - 7.2.2 Customer will pay Primus Online for the Equipment Sold upon delivery;
 - 7.2.3 In the case of goods, Primus Online will provide you with the benefit of warranties given by the manufacturer or vendor of the Equipment Sold to Primus Online.
- 7.3 Title to an item of Equipment Sold will not pass to Customer until payment in full of the purchase price of that item.
- 7.4 Risk in any Equipment Sold and in Primus Online Equipment will be with the Customer from the time of its delivery to a Site.
- 7.5 Primus Online retains ownership of all the Primus Online Equipment and Customer will hold as bailee any Primus Online Equipment in its possession.

8. CUSTOMER OBLIGATIONS

- 8.1 Customer will not use a Service or any of the Primus Online Network other than in accordance with this Agreement or as otherwise authorised by Primus Online.
- 8.2 Customer will comply with any reasonable directions from Primus Online regarding the Primus Online Network, the Customer Equipment and the Services.
- 8.3 Customer will use a Service only for the purpose for which, and subject to the restrictions or conditions on which, it is supplied by Primus Online.
- 8.4 The Customer agrees to use a Residential Service only for residential or private use and not for business or commercial purposes.
- 8.5 Customer will provide to Primus Online timely and safe access to each Site and all the Equipment and any reasonable assistance and facilities that Primus Online may require for the purpose of inspection, maintenance, repair, or removal.
- 8.6 Customer will use only Customer Equipment approved by Primus Online and will ensure that all Customer Equipment meets standards from time to time specified by Primus Online and is compatible with the Primus Online Network and is at all times in good working order. Without limitation, Customer acknowledges that the availability of local calls through the Primus Online Network depends on the suitability of Customer Equipment.
- 8.7 Customer will not resupply to another person a Service except to the extent permitted under the relative Service Contract or with the consent of Primus Online and then only if Customer first obtains from that other person undertakings in writing that that person is aware of and will comply with the obligations imposed by this Agreement in relation to the Service. Customer will ensure that no other person does anything which if done by the Customer would constitute a breach of this Agreement.
- 8.8 For the benefit of Other Suppliers, as well as Primus Online, Customer agrees in respect of each of the Services to comply with (and to ensure that no other person fails to comply with) the following obligations:
 - 8.8.1 not publish, copy or distribute material that is defamatory, offensive, abusive, obscene, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;
 - 8.8.2 not publish, copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);

- 8.8.3 comply with the law;
- 8.8.4 not do anything which may expose Primus Online or the Customer or any Other Supplier to civil or criminal liability;
- 8.8.5 not do anything which may damage, interfere with or make unsafe the Primus Online Network or any Other Supplier Infrastructure;
- 8.8.6 obtain any necessary consents and provide safe access to Other Suppliers (and to Primus Online) to Other Supplier Infrastructure on any Site and to indemnify Other Suppliers (and Primus Online) against any claim by the owner or occupier of a Site;
- 8.8.7 if any Other Supplier (or Primus Online) requires modifications to any Customer Equipment to avoid danger or interference, to make those modifications;
- 8.8.8 not without having appropriate authority, to connect to or allow to be or remain connected to Other Supplier Infrastructure (or to the Primus Online Network) any Equipment which does not meet any applicable standards made or declared by the Australian Communications Authority under the Act;
- 8.8.9 comply with such other requirements of Other Suppliers as are notified to the Customer by Primus Online.
- 8.9 Customer acknowledges that:
 - 8.9.1 no Other Supplier makes any warranties, whether express or implied, to Customer in respect of the Services or has any other liability to the Customer in respect of a Service; and
 - 8.9.2 no Other Supplier is responsible to the Customer for any damage arising from or in connection with any of the Services (including loss of data, delays, non-deliveries, mis-deliveries or service interruptions) caused by any Other Supplier's acts or omissions, intentional, negligent or otherwise or for any content accessed through a Service (including without limitation, offensive, illegal, inaccurate, incomplete or out of date information);
 - 8.9.3 Primus Online may, unless to do so would be contrary to its agreement with the Customer, at any time impose on Customer any variation, price increase, limitation, exclusion or other provision which becomes a term of supply by any Other Supplier.

9. FAULTS

- 9.1 Customer must report to Primus Online immediately, in such manner as Primus Online requires, any faults in relation to any Service or the Primus Online Network.
- 9.2 Primus Online will use reasonable endeavours to correct faults for which Primus Online is responsible, having regard to relative Service Contracts.
- 9.3 Customer will promptly correct faults in Customer Equipment which may affect any of the Services.

10. TERM AND TERMINATION

- 10.1 Each Service Contract will continue until it is terminated under this clause, either individually or collectively.
- 10.2 Except during any Minimum Term, when the rights of termination under this sub clause will not apply (unless the law requires otherwise), either party may terminate a Service Contract at any time:
 - 10.2.1 in respect of Services which are Residential Services, on notice to the other party: and
 - 10.2.2 in respect of other Services, on not less than 30 days notice to the other party.
- 10.3 Primus Online, without waiving any rights, may terminate this Agreement, or may terminate or suspend, for such period as Primus Online sees fit, any or all Services or Service Contracts, if:

- 10.3.1 the Customer dies or becomes insolvent or bankrupt or has a receiver, manager, administrator or liquidator appointed; or
 - 10.3.2 the Customer fails to pay any Charge by the Due Date; or
 - 10.3.3 the Customer is in breach of any Service Contract; or
 - 10.3.4 the Customer has given to Primus Online in connection with an Application or request for a Service any information which Primus Online reasonably believes is not true; or
 - 10.3.5 the Customer or other user vacates a Site or ceases to use a Service without the prior approval of Primus Online; or
 - 10.3.6 the Customer or other user uses a Service in a manner which in the reasonable opinion of Primus Online is or may be illegal or exposes Primus Online to the risk of legal action; or
 - 10.3.7 Primus Online reasonably decides that such action is necessary to maintain, repair or protect any part of the Primus Online Network; or
 - 10.3.8 an Emergency occurs.
- 10.4 When a Service Contract is terminated:
- 10.4.1 Primus Online may invoice any accrued Charges for each applicable Service, including any incurred after termination;
 - 10.4.2 Customer must pay all Charges when they are due;
 - 10.4.3 Primus Online has a lien over any Customer Equipment for unpaid Charges;
 - 10.4.4 Primus Online is entitled to unimpeded access to each Site in order to remove any Primus Online Equipment.
- 10.5 After any Service Contract ends:
- 10.5.1 any right of action that arose before it ended survives;
 - 10.5.2 any provision that is expressly or by reasonable implication intended to survive termination continues to operate.

11. WARRANTIES

- 11.1 Where it is applicable, Primus Online will comply with the Customer Service Guarantee, the terms of which are set out on the Primus Online website www.primusonline.com.au.
- 11.2 Primus Online acknowledges that Consumer Legislation may imply into this Agreement certain conditions and warranties that cannot lawfully be excluded, restricted or modified ("Statutory Warranties").
- 11.3 Subject to the Statutory Warranties and to any other warranties given specifically:
 - 11.3.1 all conditions, warranties and other provisions which might otherwise have been implied into this Agreement or any Service Contract or otherwise in relation to the Services, are excluded;
 - 11.3.2 because of the nature of telecommunications, Primus Online is not able to and does not give an implied warranty that any Service will be continuous or fault free or that any Service is suitable for or is supplied for an application that needs continuous fault free service.

12. LIMITATION OF LIABILITY

- 12.1 Where the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and it is fair and reasonable to do so, the liability of Primus Online to the Customer is limited, at the option of Primus Online, to:
 - 12.1.1 if the claim relates to goods, repair or replacement of the goods or payment of the cost of having the goods replaced; and
 - 12.1.2 if the claim relates to services, supplying the services again or payment of the cost of having the services supplied again.
- 12.2 This sub clause 12.2 does not apply if the Services are supplied to the Customer as a "consumer" under applicable Consumer Legislation. If it does apply, it will in case of conflict, prevail over sub clause 12.1. To the extent permitted by law, the

liability of Primus Online to the Customer or any other person, whether in contract, tort (including negligence), under statute or otherwise, arising out of or in any way relating to this Agreement:

12.2.1 except as expressly stated in this Agreement, is excluded;

12.2.2 where it cannot be excluded, is limited in total to \$20,000.00; and

12.2.3 excludes liability for any indirect, secondary or consequential loss or damage or for loss of income, profits or anticipated savings or loss of opportunity.

13. CUSTOMER INDEMNITY

The Customer indemnifies Primus Online, and where applicable each Other Supplier, against any loss, damage or expense in relation to or arising out of or in connection with a breach by the Customer of any of its obligations under this Agreement or the misuse by the Customer or any other person of any Service.

14. INTELLECTUAL PROPERTY

Customer acknowledges that (subject where applicable to the rights of Other Suppliers) Primus Online is the owner of all intellectual property rights, present and future, in all things related to the Primus Online Network or to the Services, including improvements developed during the term of this Agreement (whether or not those improvements are developed by or at the request of the Customer). To the extent necessary to give effect to this clause, Customer assigns and will assign to Primus Online all its interest in such intellectual property rights and will do all things reasonably necessary to give effect to such assignment.

15. NUMBERS

This clause is subject to the rights of the Customer in respect of a telephone number under the Telecommunications Numbering Plan 1997 and to any other legal rights that cannot be excluded. Numbers allocated by Primus Online to any Service may be varied by Primus Online from time to time. Customer will not transfer a number without consent of Primus Online. Customer has no legal interest or goodwill in any number allocated by Primus Online.

16. CONFIDENTIAL INFORMATION

Subject to this Agreement, each party agrees to keep in confidence and must not use or disclose any Confidential Information of the other party. This clause will not prevent Primus Online disclosing this Agreement to anyone undertaking due diligence enquiries or the like in relation to transactions to which Primus Online is a party.

17. FORCE MAJEURE

Primus Online is not responsible for any failure or delay in its performance of any obligation under this Agreement to the extent that the failure or delay is due to any cause beyond the reasonable control of Primus Online.

18. VARIATION

Primus Online reserves the right, subject to any agreement to the contrary and to compliance with the provisions of the Act, to vary any of the terms of any Service Contract.

19. NOTICES

19.1 A notice may be given by Primus Online to a Customer at any of:

19.1.1 in the case of a corporation, its registered office;

19.1.2 the fax number, email address, street or postal address specified in an Application or otherwise notified by the Customer to Primus Online (whether or not that address is the billing address);

19.1.3 an email address allocated by Primus Online under this Agreement for use by the Customer (and Customer consents to Primus Online sending

- by email to that address notices about this Agreement and other matters relating to the account of the Customer);
- 19.1.4 by display on a Primus Online website, the address of which has been or is notified by Primus Online.
- 19.2 A notice is duly given:
- 19.2.1 if personally delivered - at the time of delivery;
- 19.2.2 if posted by mail - at 10:00 am on the business day next following posting;
- 19.2.3 if emailed by Primus Online - 12 hours after sending;
- 19.2.4 if posted on a Primus Online website - 12 hours after posting;
- 19.2.5 if faxed - when the sender's fax machine indicates a successful transmission.
- 19.3 A notice from Primus Online need not be signed and, without limitation, may be incorporated on or enclosed with an Invoice.
- 19.4 A notice to Primus Online must be in writing delivered or sent by mail addressed to Primus Online General Counsel level 3 538 Collins Street Melbourne 3000.

20. GENERAL

- 20.1 If a provision of this Agreement is illegal, unenforceable, or invalid, it will be severed and the remaining provisions will not be affected.
- 20.2 The failure or delay by a party in enforcing any right under this Agreement is not a waiver of that right.
- 20.3 Subject to the Consumer Legislation if it is applicable, this Agreement contains the whole agreement between the parties to the exclusion of any prior or collateral agreement or understanding relating to the Services.
- 20.4 Where this Agreement is subject to legislation which prohibits it from being governed by the law of a place other than the state or territory in which it was entered into, then it is governed by the law of that state or territory; otherwise, to the maximum extent permitted by law, it is governed by and subject to the laws of Victoria. Each party submits to the exclusive jurisdiction of courts and tribunals in Victoria .
- 20.5 Customer will not transfer or assign any of its rights under this Agreement without the consent in writing of Primus Online. Primus Online will not unreasonably refuse to consent, or at its option to enter into a new contract with the prospective new customer, providing that Customer is not then in breach and that the prospective new customer meets the requirements of Primus Online for new customers.
- 20.6 Primus Online may assign all or any of its rights under this Agreement in connection with securing borrowings or other obligations or the sale, transfer or restructure of its business. Primus Online is not required to give notice in advance to Customer, but Customer will not be affected by the assignment until Primus Online does give notice.

21. SCHEDULE ACIF CODES

See also Schedule ACIF Codes: special rights and protections, which sets out additional Customer rights.