

Inspire IT

Communications Services

Additional General Terms and Conditions

1.0 SCOPE

1.1 Inspire IT's Obligations

Inspire IT shall provide the Services to the Client to enable Client to receive point to point communications services if Client and the service location satisfy all service conditions and Inspire IT's access requirements.

1.2 Clients Obligations

- (a) Client shall provide Inspire IT with safe access to the service location to carry out an appropriate feasibility assessment as to whether the service can be provided to the service location and all necessary works to provide the services;
- (b) ensure relevant people are available to provide timely instructions;
- (c) ensure client equipment is ready at appropriate times;
- (d) make any necessary modifications to client's equipment or building at client's own expense;
- (e) obtain and maintain any authorisations, permission, licence, waiver, registration or consent from any person necessary for client to request to enable Inspire IT to provide the service.

2.0 VARIATION OF CHARGES & TERMS

Inspire IT may at any time after the Minimum Service Period change the terms or service charges applicable to the supply of the services. Inspire IT will do this by giving Client written notice of the variation ("Variation Notice"). If Inspire IT gives the Client a Variation Notice and the Client does not accept the variation, the Client must notify Inspire IT in writing within 10 business days from the date of the Variation Notice. If the Client fails to do so, the Client will be deemed to have accepted the variation of charges and the new charges and/or terms will take effect from the next billing period after the Variation Notice was given. If the Client notifies Inspire IT that the Client does not agree to the variation, then Inspire IT and the client must discuss the proposed variation in good faith. IF no agreement can be reached within a further 10 Business Days, either party may terminate the relevant service upon the giving of a further 20 Business Days notice. For the duration of the further notice period, the changes and terms applicable immediately preceding the delivery of a Variation Notice will continue to apply.

3.0 CLIENT RESPONSIBILITIES

Client must comply will all laws, regulations, standards and codes applicable to the telecommunications industry. Client agrees that it will not:

- a. use or permit the use of a Service in any manner which constituted a violation or an infringement of any duty or obligation in contract, tort or otherwise to any third person.
- b. use or permit the use of a Service in connection with the commission of an offence against the law of the Commonwealth or the States or Territories.
- c. use or permit the use of a Service in any manner in contravention of the Acceptable Use Policy including but not limited to the transmission of any defamatory, offensive, abusive, indecent, spam or menacing material or the making of any hoax call.
- d. knowingly, or by any negligent act or omission, use or permit the use of a Service in connection with the transmission of any computer virus that may adversely affect the Inspire IT Equipment, the Inspire IT Network, the equipment or network of any third party provider to Inspire IT or any network users.
- e. use or permit the use of a Service to engage in any activities in a manner that may expose Inspire IT or any third party provider to the risk of any legal or administrative action including prosecution under any law; or
- f. interfere or attempt to interfere with the operation of: a Service, Service Number or an IP address; any Inspire IT Equipment; the Inspire IT Network or the equipment, network or IP addresses of any other person.

3.1 Indemnities by Client

- 3.1.1 Client indemnifies Inspire IT against all expenses, damages and costs incurred by Inspire IT as a result of a claim by Client or any other person, which claim results from or arises out of any act, error, omission, negligence or default of Client or any of its agents, contractors, servants, invitees and licences.
- 3.1.2 Client indemnifies Inspire IT against any liability under:
- (a) the Broadcasting Services Amendment (Online Service) Act 1999;
 - (b) the Trade Practices Act 1974 (as amended);
 - (c) the Trade Marks Act 1995 (Cth);
 - (d) Copyright Act 1968(as amended);
 - (e) any other legislation, regulations, or amendments in place at the time the content was provided;
- arising from the content for which Client is responsible that is on any computer system used as part of the Services.
- 3.1.3 Client indemnifies Inspire IT against any liability arising from Client's failure to use appropriate labelling systems in accordance with the National Classification Code as developed by the Office of Film and Literature Classification (OFLC) and as it applies to any material published on the internet which is regulated by that code.
- 3.1.4 Client indemnifies Inspire IT against any damages suffered by Inspire IT as a result of Client's breach of contract.

4.0 RISK OF LOSS

Client is responsible for risk of loss and damage to equipment provided by Inspire IT as part of the service and located at Client premises except as otherwise provided in this Agreement and shall maintain appropriate insurance.

5.0 SERVICE LEVELS AND SERVICE SUSPENSION

- 5.1 To the extent permitted by law, Inspire IT does not guarantee the performance of any service to a particular service level or bandwidth unless it has provided the client with a service level agreement in which case Inspire IT will provide the service subject to it.
- 5.2 The client acknowledges that:
- (a) there are a number of factors which may affect the performance of a service, some of which are outside the control of Inspire IT;
 - (b) service may not be continuous;
 - (c) there will be variations in response times and capacity of service;
 - (d) it is aware of the Inspire IT's Acceptable Use Policy and warrants that it will take all reasonable steps to comply with the policy.
- 5.3 Inspire IT may:
- (a) limit the performance of the service from time to time; and
 - (b) cease or interrupt the service to troubleshoot, maintain or upgrade the service.
- 5.4 Inspire It will be entitled to suspend the provision of a service to client immediately because of urgent need, without prior notice where:
- (a) repair, maintenance or service is required to attend to any emergency;
 - (b) it is reasonably required to reduce or prevent fraud or interference with the network;

- (c) it is necessary to do so to comply with any law or an order, instruction or request of government, ACMA, emergency services or other competent authority;
- (d) a Force Majeure Event occurs which materially affects Inspire IT's ability to provide the service.

Terms and Conditions of Communications services / Internet Access

1. Definitions

- 1.1 'Acceptable use policy' means the conditions of use applicable to the service as published by Inspire IT from time to time including these terms and conditions;
- 1.2 'Access Period' means the period commencing on the Commencement Date and ending on the expiry of the Agreement or the date the Agreement is otherwise brought to an end;
- 1.3 'Agreement' means the Order Form together with these Terms and Conditions of service and as may be varied from time to time and 'Our Agreement' refers to the same;
- 1.4 'Order Form' means the Inspire IT communications order form signed by you;
- 1.5 'Broadband' means a high speed (greater than 128Kbps) Internet connection through a single access line, wireless or satellite provided by Inspire IT;
- 1.6 'Charges' means the charges payable by the Client to Inspire IT pursuant to an Agreement;
- 1.7 'Commencement Date' means the date stated in the Application Form;
- 1.8 'Client' means any person who has entered into an Agreement with Inspire IT for the purpose of the provision of communications services;
- 1.9 'Defined Abuse' means the misuse of the Internet Access by:
 - 1.9.1 Intentionally providing false or misleading information to Inspire IT;
 - 1.9.2 Using or distributing a customer's user name and password;
 - 1.9.3 Engaging in the practice known as "spamming";
 - 1.9.4 Using the Internet Access, or allowing another person to use the Internet Access, for any purpose or activity of an illegal, unlawful or fraudulent nature;
 - 1.9.5 Using the Internet Access to menace or harass others;
 - 1.9.6 Unauthorised or fraudulent usage of the Internet Access or communications services;
 - 1.9.7 The use of or distribution of components designed to compromise system security. This includes credit card generators, password guessers, crackers, packet sniffers, network probes and other such components;
 - 1.9.8 Deliberate or reckless disruption of Inspire IT services or disruption of a client's Internet Access. This includes damage to Internet connected resources, denial of service attacks, hacking, distribution of computer viruses and email bombardment;
 - 1.9.9 Providing illegal, indecent, pornographic, fraudulent, threatening, damaging or misleading material or information on how to obtain such material through your personal Web space or any other means;
 - 1.9.10 Reproduction, distribution, transmission, publication, copying, transfer or commercial exploitation of any information accessed through or received from the service that would infringe the intellectual property right of any person.
 - 1.9.11 Engagement in any disruptive activities which may include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, use of the service to gain unauthorised access to any other computer system, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail and the placement or transmission or storage of any defamatory material on the Internet.

- 1.9.12 Any other conduct from time to time, reasonably determined by Inspire IT to be Defined Abuse.
- 1.10 'Equipment' means any hardware or related goods supplied to you by Inspire IT for use in conjunction with the Internet Access;
- 1.11 'GST' means:
- (a) the same as in the GST Law;
 - (b) any other goods and services tax, or any tax applying to an Agreement in a similar way; and
 - (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- 1.12 'GST Law' means the same as 'GST law' in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.13 'Instalment date' means the instalment date stated in the Application Form.
- 1.14 'Internet' means the worldwide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol;
- 1.15 'Internet Access' means connection to the Internet using the Service provided by Inspire IT;
- 1.16 'Inspire IT' means Inspire IT Pty Ltd (ACN 097 607 479) and its successors or assigns;
- 1.17 'Material' means information sent or received through the Internet Access, including (without limiting) text, graphics, software, sound, video, electronic messages and any other forms of electronic information;
- 1.18 'Personal Information' means any information particular to the individual customer that identifies the customer or matters associated with the Client;
- 1.19 'Renewal Period' means a renewable period of one (1) calendar year commencing the day after the expiry of the initial period.
- 1.20 'Service' means communications services, a Broadband access to the Internet, the provision of World Wide Web data and the incidental storage of data;
- 1.21 'Storage Facility' means any facility provided by Inspire IT which allows you to store information, including (but not limited to) your email inbox and web space;
- 1.22 'We,' 'Us' and 'Our' means or refers to Inspire IT;
- 1.23 'World Wide Web' means a method of representing and obtaining graphical data used by Internet users;
- 1.24 'User', 'You', 'Your' and 'Yours' means the Client or refers to any person or device that connects to Inspire IT for the purpose of gaining Internet access including the Client; and
- 1.25 'Username' means the unique form of identification allocated to the Client for connection to Inspire IT services.

2. Registration, Privacy and Credit Information

- 2.1 Any person seeking to connect to Inspire IT for the purpose of gaining communications services and Internet Access must complete an order form. The Client is not authorised to use the Internet Access unless the application has been accepted by Inspire IT.
- 2.2 Use of the communications services is deemed to be unconditional acceptance of our Agreement by the Client.
- 2.3 Inspire IT is committed to the National Privacy Principles in the *Commonwealth Privacy Act 1988* as well as any other applicable laws and codes affecting your personal and credit information. Our staff are trained to respect your privacy in accordance with our standards, policies and procedures.
- 2.4 During the application process you will be asked for personal information and you acknowledge and agree that:
- 2.4.1 It is necessary for Inspire IT to collect personal information about you from yourselves and others to process your Application;

- 2.4.2 The personal information collected may be disclosed to, and used by Inspire IT and other credit providers and a credit reporting agency for any purposes that is reasonable and necessary;
- 2.4.3 Inspire IT may provide the personal information collected to any parties (such as referees, employers etc) named in the application to the extent that they deem it necessary to assist in assessing and processing the application;
- 2.4.4 Inspire IT may use the personal information collected to effectively manage and administer all products and services provided to you including charging, billing and collecting debts;
- 2.4.5 Inspire IT may use the personal information collected to ensure their internal business operations are running smoothly which may include fulfilling legal requirements and conducting confidential systems maintenance and testing;
- 2.4.6 Inspire IT may use the personal information collected to identify your individual needs to provide you with a better and more personalised service and to keep you up to date with the ways in which our services to you could be improved;
- 2.4.7 Inspire IT may disclose the personal information to third parties that it engages to assist in the provision of its services to you including, but not limited to, printing services, outsourced service providers, IT contractors, mailing houses and our professional advisers;
- 2.4.8 Inspire IT may disclose the personal information to government and regulatory authorities and other organisations, as required or authorised by law;
- 2.4.9 You understand that you can gain access to, and correct if necessary, the personal information that Inspire IT has collected by contacting Inspire IT;
- 2.4.10 You agree that Inspire IT may retain the personal information collected and at its discretion provide to you from time to time, information about Inspire IT and its products and services. This information may be provided by telephone, mail or electronic media; and
- 2.4.11 You understand that if you do not wish to receive the information specified in clause 2.4.10, you can cancel this clause by deleting and initialling it. You understand that you can cancel this clause at any time by advising Inspire IT in writing that you do not require this information.

3. Access Period

- 3.1 The service shall be provided by Inspire IT to the Client from the commencement date for the Access Period.
- 3.2 Our Agreement may be renewed for the Renewal Period, subject to approval by Inspire IT.
- 3.3 Renewal of our Agreement for the Renewal Period may involve an adjustment to the charges as a condition of Inspire IT providing its consent to renewal.

4. Provision of Service

- 4.1 Inspire IT, in accordance with our Agreement, shall provide the Client with the services by such means as Inspire IT determines.
- 4.2 Inspire IT shall use all reasonable endeavours to provide the communications services on a continuous basis during the term of our Agreement.
- 4.3 Inspire IT will not be liable for any loss or damage suffered by you by disruption or interruption to the provision of the Service. Where this limitation of Inspire IT's liability is held to be invalid, Inspire IT 's liability will be restricted to the re-supply of the Service.
- 4.4 Inspire IT will inform the Client if the Service is unavailable for access by the Client due to maintenance or any other foreseeable factor.

- 4.5 Inspire IT shall provide the Client with all identification and log-in information required for connection to the Internet. This information will be unique to each Client.
- 4.6 All identification and log-in information remains the property of Inspire IT and may not be modified or altered in any way by the Client.
- 4.7 Inspire IT reserves the right to modify your Username at our sole discretion.
- 4.8 Where a Client's use of a storage facility exceeds specified limits, Inspire IT may remove any of the stored information without notice to bring the storage facility back within allowable limits. The information removed may include information in your email mailbox or in your personal Web space.
- 4.9 Inspire IT may delete email sent to or from you where:
- 4.9.1 Individual messages are greater than the specified limit;
 - 4.9.2 Messages remain on Inspire IT's servers for more than 90 days; and
 - 4.9.3 Messages contain objectionable material as detected by the system.
- 4.10 Inspire IT will take all reasonable steps to investigate allegations of Defined Abuse. If a Client is found to have engaged in Defined Abuse then Inspire IT may:
- 4.10.1 Provide your information to any third parties affected by your conduct;
 - 4.10.2 Notify the relevant authorities if applicable;
 - 4.10.3 Charge you \$100 per hour for time spent investigating the Defined Abuse allegation;
 - 4.10.4 Terminate your communications services without further notice;
 - 4.10.5 Remove any storage facilities utilised by you; and
 - 4.10.6 Terminate our Agreement without further notice.

5. Client Obligations

- 5.1 The Client is responsible for maintaining the secrecy and confidentiality of the Username and all identification and log-in information required by the Client to access the Service. The Client must exercise due care in choosing passwords. Passwords should be changed regularly and should never be recorded on your computer.
- 5.2 The Client agrees not to disclose to any other person, corporation, entity or organisation the Username or any identification or log-in information, whether in use or not, nor any other information relating to the Service or Inspire IT.
- 5.3 The Client is liable for all charges resulting from use of the Service accessed through the Client's identification or log-in information, whether authorised by the Client or not.
- 5.4 The Client shall maintain an up to date and secure computer system with appropriate anti-virus and firewall measures.
- 5.5 Where Inspire IT has supplied software, the Client agrees to abide by any associated copyright and licensing restrictions including, but not limited to, the number of computers the software is to be installed on, sublicensing of the software and assignment of your rights and obligations to the software.

6. Use of the Service

- 6.1 The Client shall comply with all reasonable directions by Inspire IT regarding the communications services and use of the Service.
- 6.2 Throughout the Access Period, the Client shall comply with the acceptable use policy and will not engage in Defined Abuse.
- 6.3 The Client warrants that in accessing and using the Service it will only use software that it is legally entitled to use.

- 6.4 The Client acknowledges that Inspire IT does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the Internet Access and Inspire IT shall not be held responsible in any way for any content or information accessed via the Internet Access.
- 6.5 Notwithstanding clause 6.4, Inspire IT may, to the extent permitted by law, monitor material transferred by the Client through the communications services. This information may be provided to third parties without notice to the Client.
- 6.6 Inspire IT disclaims all or any liability for any material on the Internet that the Client finds offensive, upsetting, defamatory or personally offensive.
- 6.7 The Client is responsible for preparing and maintaining sufficient back-up files and data storage capacity for all Client data including electronic messages.
- 6.8 Inspire IT has no responsibility to provide training in the use of the Service pursuant to this Agreement. Training may be provided or procured for an additional fee.
- 6.9 The Client must not resell or purport to resell the services.
- 6.10 The Client is responsible for ensuring that the telephone number that the customer is dialling to connect to the services (if applicable) is a local call. These telephone costs (and any other costs associated with connecting the Client to the services such as modems, software and hardware) are the responsibility of the Client.

11. Termination

- 11.1 Inspire IT may close, suspend or terminate your Service without refund or credit (except where required by law) if, in the opinion of Inspire IT, you materially breach or there is a threatened material breach of any of the terms and conditions of our Agreement and you will remain liable for all charges owing under our Agreement.
- 11.2 In particular, Inspire IT may close, suspend or terminate your Service without notice in the following circumstances:
 - 11.2.1 During any investigation of alleged abuse of Defined Abuse;
 - 11.2.2 Where you fail to pay the charges when due;
 - 11.2.3 Where your financial position is significantly changed, including (but not limited to) the appointment of any kind of insolvency administrator in respect to the property or affairs of the Client or an application to wind up;
 - 11.2.4 In an emergency or to safeguard the provision of Services to any client;
 - 11.2.5 If you have provided misleading, false or inadequate information to Inspire IT or any agent appointed by it; and
 - 11.2.6 Where your nominated payment method is refused or dishonoured by your nominated financial institution.
- 11.3 A Client may terminate or suspend the communications services at anytime by giving written notice to Inspire IT. The termination or suspension will take effect immediately or at the date specified for disconnection. The Client remains liable for all charges incurred and owing and for all charges payable under the Agreement for the term of the Agreement. Payment must be made in full before the termination date. No pro-rata refund or credit will be made for the unused period of access unless required by law.
- 11.4 Inspire IT may terminate the communications services without notice. Where Inspire IT terminates access and the circumstances in clause 11.1 and 11.2 do not apply, the Client is entitled to a pro-rata refund for the unused period of access.
- 11.5 At the termination or suspension of this Agreement by either party, Inspire IT may delete any storage facilities used by you.

11. Service Credit Calculations

Service levels are measured on a calendar monthly basis. Subject to the credit claim process set out below, Inspire IT will provide a credit for failure to deliver a service in accordance with a Service Level set out above.

The credit per fault will be a percentage set out in the table below of the recurring monthly charges that are payable by you in respect of the affected portion of the Services for the calendar month in which the Fault occurred:

Service Component	Credit Applicable			
	0%	5%	10%	15%
ADSL Tails	Less than 8 hours during a calendar month	Between 8 and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
SHDSL Tails	Less than 8 hours during a calendar month	Between 8 and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
EFM Tails	Less than 8 hours during a calendar month	Between 8 and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Ethernet Tails	Less than 8 hours during a calendar month	Between 8 and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Fixed Wireless Tails	Less than 8 hours during a calendar month	Between 8 and 22 hours during a calendar month	Between 22 hours and 44 hours during a calendar month	More than 44 hours during a calendar month
Network Latency	Under 120mS	120-249mS	250-349mS	Over 350mS
Network Packet Loss	0 - 0.9%	1.0 - 5.0%	5.1 - 10%	Over 10.1%

In any one calendar month you are only entitled to a maximum credit of 25% for the month. Any Scheduled or Emergency Scheduled outages are excluded from service level calculations.

11. Service Credit Process

A credit will only be given where:

- i. You are current with your payments for all undisputed invoices rendered before the claim;
- ii. You have lodged with Inspire IT a claim for credit and provided Inspire IT with all evidence available to you to support such claim; and
- iii. Inspire IT has acknowledged to you responsibility for the fault.
- iv. Inspire IT will make an acknowledgement to you within 7 days of your lodging a claim and shall provide reasons to you if, for any reason, it denies liability for the fault or failure. If you disagree with Inspire IT's denial of a claim, you shall be entitled to exercise the dispute resolution procedures described in the Master Service Agreement.
- v. Claims must be lodged with Inspire IT within 30 days of the end of the month to which the claim relates.
- vi. Claims where Inspire IT has accepted responsibility will be applied to your billing during the month following Inspire IT's acknowledgement of responsibility for the fault.