



Standard Form of Agreement General Terms

Important Customer Information

This document delineates the rights and obligations of both customers and Southern Cross Broadband when entering into a service agreement. Customers are encouraged to thoroughly review and comprehend these terms before agreeing, as they can have significant implications for their association with Southern Cross Broadband as the internet service provider.

1. Introduction to General Terms

- This section introduces the purpose of the General Terms and the Standard Form of Agreement (SFOA).
- The SFOA applies universally to all services provided by Southern Cross Broadband and can undergo revisions.
- The SFOA comprises multiple components, including the application, service schedule, general terms, pricing schedules, hardware warranty information, and acceptable use policy.
- It specifies the hierarchy of importance among these terms in case of contradictions.

2. Modifications to the Agreement

- This section outlines the conditions under which Southern Cross Broadband can make changes to the SFOA.
- Customers will be informed of any changes to the SFOA, and in certain cases, they retain the right to terminate affected services without incurring charges.

3. Authorized Representatives

- Customers have the option to designate an authorized representative to act on their behalf concerning the agreement

4. Obsolete Services

- This section explains that Southern Cross Broadband may continue providing services under the same terms and pricing schedules, even after a contract term ends, even if these services are no longer offered to new customers.

5. Application Process

- Customers can initiate service applications through various means, such as online applications, phone calls, or written forms.
- Detailed service information is available in the Service Schedule.
- Acceptance of the application is subject to Southern Cross Broadband's discretion, considering factors like service availability, eligibility, credit history, and past conduct.
- The agreement takes effect upon application acceptance.

6. Access to Premises

- Southern Cross Broadband may require access to a customer's premises for various purposes.
- Customers are obligated to grant access for equipment installation, maintenance, and retrieval.
- Failure to provide access may result in customer liabilities.
- Customers who do not own the premises must obtain consent from the owner.

7. Service Usage Responsibilities

- Customers are responsible for all service usage, whether authorized or unauthorized.
- Adherence to laws, regulatory authorities, and the acceptable use policy is mandatory.
- Customers must promptly report relevant changes to their account or service.
- The section also acknowledges the possibility of communication interception and service usage monitoring.

8. Access Information Security

- Customers will receive necessary access information for service usage.
- Secrecy and confidentiality of access information are of utmost importance.
- Customers are required to report any loss or unauthorized use of access information immediately.

9. Service Provision and Obligations

- Southern Cross Broadband commits to providing services with care and skill.
- While the provider strives for uninterrupted service, it does not guarantee error-free or continuous service.
- Compliance with telecommunications legislation and cooperation with regulatory authorities is assured.
- Measures may be taken to prevent unacceptable behaviour or misuse.

10. Equipment

- Customers must ensure their equipment complies with relevant laws and Southern Cross Broadband's directives.
- Southern Cross Broadband may take action in response to equipment-related breaches.
- The provider may supply equipment to customers, and customers must comply with specified conditions.
- Customers may purchase equipment from Southern Cross Broadband and become responsible for its proper functioning and security.
- Customers are responsible for their equipment, including maintenance and repairs.
- Compliance with Southern Cross Broadband's equipment-related directives is required.
- The section also covers equipment delivery and warranties.

11. Billing and Charges

- **Charges 11.1.** The Service charges are clearly outlined in our Pricing Schedule, available on our website. Any additional charges are specified in your application. All prices listed on the website and in the Pricing Schedule include Goods and Services Tax (GST). 11.2. You are responsible for paying all service charges in accordance with the Service Schedule and Pricing Schedule. 11.3. We may impose additional charges for servicing, modifying, repairing, or replacing the Service or related equipment under certain circumstances, including: a) Your violation of the SFOA. b) Negligent or fraudulent actions by you, your authorized representatives, employees, agents, or contractors. c) Equipment failure resulting from your actions or omissions. d) Power supply failure resulting from your actions or omissions. We will provide you with details of these additional charges before commencing the respective service, modification, repair, or replacement. 11.4. We retain the right to correct any published price errors on our website. 11.5. All portions of Usage are billable, and unused allocations cannot be transferred or refunded.

- Billing 11.6.** If you subscribe to ongoing services, you will receive regular invoice or statement notifications via email. A processing fee may be charged if you request paper or facsimile delivery of invoices. 11.7. The first month's service charges, applicable setup fees, and equipment charges must be paid in full before the Service Commencement Date and are non-refundable, except in cases where we are unable to provide the Service. 11.8. Billing may include: a) Recurring or fixed charges in advance. b) Variable charges in arrears (e.g., excess data). c) Installation or setup fees prior to service installation. d) Charges for equipment purchased or rented from us. e) Any other charges as per the SFOA, including the relevant Service Schedule and Pricing Schedule. 11.9. Payment of charges must be made without any set-off, counterclaim, or deduction. 11.10. We may reissue an invoice in case of subsequent discovery of errors. 11.11. Previous billing period charges may be included in subsequent bills if they were not invoiced earlier, but we will not bill for charges older than 160 days from the date they were incurred. 11.12. Your invoice will be calculated based on data recorded or logged by us or our suppliers, and these records will serve as conclusive evidence of Service Usage and related charges. 11.13. If you provided credit card details, you authorize us to debit your credit card for all valid charges as they become due, including excess data or time. 11.14. You are responsible for any transaction fees imposed by third parties (e.g., your bank) in relation to your payments. 11.15. We may charge you for any penalties or interest incurred due to late payment of GST because of your failure to comply with the SFOA or applicable laws. 11.16. We may charge you for other applicable value-added taxes related to the Service supply and other relevant taxes, levies, or fees passed on to us by suppliers.
- 11.17 Overdue Accounts.** When an account falls into arrears, we will take actions to secure payment of outstanding balances. A late fee of \$15.00 per default will be applied to accounts not paid by the due date. Failure to pay the arrears and late fee within 7 days of notice may result in suspension or restriction of your Service. 11.18. Debt recovery services may be used to collect outstanding amounts, incurring an administration fee of \$200. You will also be responsible for all reasonable expenses and costs associated with debt recovery (including financial institution charges, collection agent fees, solicitor's costs, and court fees). 11.19. If your chosen payment method is not automated (e.g., credit or debit card), you must notify us via email or phone once you have made payments. Include the transaction date and receipt number for prompt account reconciliation. Please use the invoice number as the reference for direct deposit payments to avoid overdue account issues. Failure to follow these instructions may result in overdue accounts.

12.

12.1 Fault Reporting and Rectification. We are responsible for repairing faults within our network.

12.2. We do not bear responsibility for repairing faults in the Service originating from: a) A supplier's network. b) Equipment not provided by us or owned by you for Service use. c) Facilities outside our network.

12.3. When a fault arises from or is caused by a supplier's network and we are aware of it, we will notify the supplier for prompt repair, but we assume no further liability (unless specified in the Service Schedule).

12.4. You may report suspected faults to us via telephone (1300 007 922) or email (support@sxbb.net.au) at any time.

12.5. When reporting a fault, provide your contact details, including your name, contact points, site contact (if applicable), contacts at both ends of the Service (if applicable), and fault system details.

12.6. Before reporting a fault to us, take reasonable steps to ensure it is not a fault in your equipment or equipment not provided by us. We are not responsible for rectifying faults caused by you or your equipment.

12.7. If you report a fault and request us to register it for repair, we will first go through a checklist of common faults. Registering a fault implies you have performed the actions outlined in this checklist.

12.8. If we determine that: a) The Service is not faulty. b) The fault relates to your equipment. c) A fault was identified because an item on the checklist was not executed, we may charge you an incorrect call-out fee of \$100 and any other reasonable contractor, NBN, or other fees incurred for the repair or investigation.

12.9 If you request us to investigate and/or repair a fault caused by equipment not under our responsibility (owned by you or not provided by us), we will provide you with a cost estimate for the investigation and/or repair. If you agree, we will charge you for these services. 12.10. We may charge reasonable costs for repairing a fault if it resulted from: a) Your intentional, reckless, or negligent actions. b) Intentional, reckless, or negligent actions by someone using the Service with your express or implied authority. c) Intentional, reckless, or negligent actions by someone using the Service without your authority, provided that unauthorized use resulted from your intentional, reckless, or negligent actions.

13.

13.1 Variations to the Service. You may request Service variations, and we may approve them at our discretion.

13.2. If we approve a variation under clause

13.1: a) The upgrade, downgrade, or change will take effect in the next billing cycle. b) Different charges may apply to the varied Service as per the relevant Service Schedule and Pricing Schedule. c) A Downgrade Fee may apply, as specified in the relevant Service Description or Pricing Schedule. 13.3. If you require an immediate upgrade, we may make the variation before the next billing cycle (subject to technical feasibility), but you will forfeit any remaining time or data for the current period.

14. 14.1 Privacy. We collect, use, and disclose your personal information in accordance with our Privacy Policy, which is accessible on our website.

15. 15.1 Our Rights to Cancel or Suspend the Service. We may cancel the Service without liability: a) Where no Contract Term is specified, at any time with 30 days' written notice, b) Where a Contract Term is specified, at any time after the Contract Term ends, with 30 days' written notice. c) Before the Service Commencement Date if we determine it is not feasible (technically, commercially, or operationally) to supply the Service to you.

15.2. We may immediately suspend, cancel, or restrict the Service without further notice if: a) Permitted under another clause of the SFOA. b) You breach a material term of the SFOA that is capable of remedy, and such breach is not remedied within 14 days of notice. c) You breach a material term of the SFOA that is not capable of remedy. d) You breach our Acceptable Use Policy. e) You breach clauses 3.1, 3.2, 4.2, or 4.3. f) You breach obligations stated in the Service Schedule regarding Service use. g) We reasonably believe you provided false or misleading information. h) We reasonably suspect fraud or other illegal conduct by you or any other person in connection with the Service. i) We reasonably believe a threat to Service or network security exists due to your actions. j) We need to comply with legal obligations. k) We discover or reasonably believe you are a minor. l) An authority like ACMA or an enforcement agency instructs us to do so. m) You vacate the premises without prior notice. n) You, as a natural person, pass away. o) You abuse, threaten, attempt to cause harm to equipment or network infrastructure. p) Your behavior towards us or our representatives is abusive, threatening, inappropriate, or amounts to bullying or harassment. q) You file multiple complaints without reasonable basis and continue to do so after being asked to stop. r) We reasonably believe you are an unacceptably high credit risk. s) An Insolvency Event occurs or is reasonably believed to be imminent regarding you, your business, or a Related Body Corporate. t) You, as a partnership, dissolve, threaten to dissolve, or are in jeopardy of dissolving. u) We reasonably believe there has been Excessive Use of the Service. v) You cease or threaten to cease your business activities. w) You resell the Service or act as a Carriage Service Provider.

15.3. We may immediately suspend, cancel, or restrict the Service without further notice if: a) Technical problems with our or a supplier's network, requiring repairs, maintenance, or other operational reasons arise. b) There is an emergency. c) A supplier cancels an agreement with us, stops supplying services to us, and we are unable to provide the Service using services from an alternative supplier on acceptable terms. d) We are required by law or to comply with an order, notice, direction, or request from a Regulatory Authority, law enforcement agency, or emergency services. e) A Force Majeure Event prevents us from supplying the Service for more than 14 days. f) We reasonably suspect a threat to Service or network security that is not caused directly or indirectly by you.

15.4. We will provide reasonable notice where possible for Service suspension, cancellation, or restriction under this clause.

16. 16.1 Cancellation by You. Except as otherwise provided in the Service Schedule: a) You may cancel the Service at any time if no Contract Term is specified in the Service Schedule or your Application. b) If a Contract Term is specified, you may cancel the Service at any time after the Contract Term ends. c) You may cancel the Service at any time if we have breached a material term of the SFOA that is not capable of remedy. d) You may cancel the Service at any time if we have breached a material term of the SFOA that is capable of remedy, and we have not remedied it within 14 days of your notification. e) You may cancel the Service within 14 days if there has been a significant interruption to the Service (lasting more than 14 days or involving more than three interruptions of 2 days or more within a 12-month period), unless the interruption is due to specified reasons. 16.2. You may cancel the Service for any reason before the end of the Contract Term by providing notice, but we may require you to pay an Early Termination Fee as per clause 17.1(a).

17. 17.1 Consequences of Suspension and Cancellation. If the Service is canceled in accordance with our SFOA (excluding clauses 15.1(c), 15.3, 16.1(c), 16.1(d), 16.1(e)): a) During the Contract Term, you must pay an Early Termination Fee. b) Before the Service Commencement Date, we may charge you any costs reasonably incurred in preparing to provide the Service. 17.2. You must pay all charges incurred before the cancellation of the Service.

17.3. If we reconnect a canceled or suspended Service, we may require you to pay a reconnection fee, except in cases of suspension or cancellation under clauses 15.3, 16.1(c), 16.1(d), and 16.1(e). 17.4. When your Service is canceled: a) You must immediately stop using the Service. b) You must return to us all our materials, including any software, in your possession or control. c) Accrued rights and obligations of both parties are not affected. d) We may delete all your data from any storage media (so it is your responsibility to back up your data). e) Surviving parts of the SFOA will continue unaffected, including clauses 3.1, 3.2, 8, 15, and 17 to 20. f) Under clauses 15.2, 16.1(a), or 16.1(b), you must pay any outstanding amount for any purchased equipment that you haven't fully paid for at the cancellation date. g) Under clauses 15.3, 16.1(c), 16.1(d), or 16.1(e), and where the equipment can be used with another provider, you must pay any outstanding amount for any purchased equipment that you haven't fully paid for. h) Under clauses 15.3, 16.1(c), 16.1(d), or 16.1(e), and where the equipment cannot be used with another provider, you must return any equipment you've purchased but not fully paid for, and on return of equipment in an acceptable condition, we will refund any amounts you've already paid. i) Under clause 15.2, where we supplied equipment on the condition that you acquire the Service for the full Contract Term: i. If we supplied equipment free of charge, you must either return the equipment to us or retain the equipment and pay us for it in full. ii. If we supplied equipment at a discount, you must either return the equipment to us (and we will refund the amount paid) or retain the equipment and pay us an amount equivalent to the discount.

- 18. 18.1 Liability Our Liability to You.** We provide the Service subject to the terms, conditions, and warranties in the SFOA. You also have non-excludable rights under Australian Consumer Law and other laws that may imply certain conditions and warranties into this agreement. 18.2. We will comply with the Customer Service Guarantee (CSG) provided under Telecommunications Legislation, which proscribes minimum performance standards for certain telecommunications services. 18.3. Subject to the rights, implied conditions, and warranties referred to in clauses
- a. and 18.2, we expressly exclude any other liability to you in connection with the SFOA or the Service. 18.4. If we are liable for any loss or damage arising from a breach of any term, condition, warranty, or remedy implied by the Australian Consumer Law, our liability is limited to resupplying, repairing, or replacing the relevant service or equipment (or paying the cost of resupplying, repairing, or replacing the relevant service or equipment). This limitation does not apply: a) If it is not fair and reasonable for us to limit our liability. b) If the service or equipment is ordinarily acquired for personal, domestic, or household use or consumption. c) To personal injury or death. d) To loss, destruction, or damage to tangible property. e) To a breach of Consumer Guarantees relating to clear title, undisturbed possession, and undisclosed securities under the Australian Consumer Law. 18.5. You must notify us as soon as you become aware of or believe you have a claim against us. **Internet Content** 18.6. We are not liable for any defamatory, offensive, or illegal conduct or material found when using our Services, including conduct or material transmitted by any other person by any means. **Contributory Loss** 18.7. Our liability for any loss, cost, liability, or damage you suffer under or in connection with the Service is reduced to the extent that your acts, omissions, or equipment (or a third party's acts, omissions, or equipment) caused or contributed to that loss, cost, liability, or damage. **Third-Party Acts and Omissions** 18.8. We are not liable to you or any other person for the acts or omissions of any third party (other than our agents), including any Supplier who is not acting as our agent and any person who provides goods or services directly to you for use in connection with the Service. **Consequential Loss** 18.9. We exclude liability to you for any Consequential Loss, except for reasonably foreseeable losses under the Australian Consumer Law. **Service Interruption** 18.10. You may be entitled to a refund or rebate for the period of Service interruption. The Service Schedule may specify the calculation formula for the refund or rebate. You may also be entitled to cancel the Service under clause 16. 18.11. You are not entitled to any refund or rebate under clause 18.10 if the interruption is due to specified reasons. 18.12. Except for the liability explicitly accepted under this clause and any liability under the Australian Consumer Law and Consumer Guarantees that cannot be excluded, we exclude all other liability for suspending, canceling, or restricting the Service under the SFOA. 18.13. To receive any rebate or refund under clause 18.10, you must notify us of the interruption. **Force Majeure** 18.14. Subject to non-excludable rights under the Australian Consumer Law, we are not liable for delays in installing or correcting the Service, failures or incorrect operation of the Service, or other delays or defaults in performance under the SFOA if caused by a Force Majeure Event. **Your Liability to Us** 18.15. If you are two or more persons, your liability will be joint and several, and each of you is responsible for all charges and obligations in relation to the Service. 18.16. You indemnify us from all actions, claims, suits, demands, liabilities, loss, damage, costs, and expenses arising from your use of the Service contrary to the SFOA's terms or negligent acts or omissions. 18.17. You indemnify us from all actions, claims, suits, demands, liabilities, loss, damage, costs, and expenses arising from the suspension or cancellation of your Service, except for suspensions or cancellations under clause 15.3 not caused by your default. 18.18. You must ensure that any person you allow to use the Service complies with the SFOA's terms.

19. Assignment and Subcontracting

- You, as the customer, are not allowed to transfer your rights or responsibilities under this agreement without obtaining written consent from the provider.
- The provider has the option to delegate certain tasks to other parties (like subcontractors) while maintaining accountability for those tasks.

- The provider can transfer its rights under the agreement to another party or delegate its duties to another entity, as long as the new entity agrees to provide the service under similar terms and conditions as the original agreement.
- Any other transfer or modification of obligations requires your approval.

20. General

- The agreement is subject to the laws of Australia, and both you and the provider consent to the exclusive jurisdiction of Australian courts.
- If any part of the agreement is found unenforceable, it will be removed, but the remaining sections will remain in effect.
- The provider does not forfeit any rights due to your breach unless expressly stated in writing.
- The provider owns the intellectual property rights to materials related to the service and may allow you to use them under specified terms and conditions.
- While the provider strives for accuracy on its website, it does not guarantee the correctness of the information.
- You can obtain additional information about your rights and seek assistance from relevant authorities.

21. Definitions and Interpretation

- This section supplies definitions for various terms used throughout the agreement, including "Acceptable Use Policy," "Application," "Force Majeure Event," and others.
- It explains how to interpret the agreement, including the use of singular and plural forms of words and the definition of "reasonable notice."

It's essential to remember that this is a condensed version, and the full agreement may include more detailed information and legal terminology. When entering into a contract, particularly for telecommunications services, thoroughly reviewing and comprehending all the terms and conditions is crucial to ensure that you understand your rights and responsibilities.

21.1. You must not assign or transfer or otherwise deal with any of your rights or obligations under this SFOA without our prior written consent.

21.2. We may perform any of our obligations under the SFOA by arranging for them to be performed by another person, including a Supplier or subcontractor. We will remain responsible for the performance of the obligations.

21.3. We may assign some or all of our rights under our SFOA to any other person.

21.4. We may transfer some or all of our obligations under the SFOA to:

- a) another Southern Cross Broadband Entity; or
- b) a purchaser of our business,

provided that the transferee agrees to provide the service to you on terms substantially the same as the terms and conditions of the SFOA.

21.5. Otherwise we may transfer, or otherwise deal with our obligations under the SFOA on any terms to which you consent.

22. General

Governing Law

22.1. This SFOA is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside.

22.2. You and we agree to submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and

territories.

Severance

22.3. If any part of this SFOA is void, voidable or unenforceable in any jurisdiction, it will be severed and the remainder of the SFOA will continue in force unaffected.

No waiver

22.4. If you breach the SFOA and we do not exercise a right arising from that breach, we do not waive our entitlement to exercise that right, unless we do so expressly in writing.

Intellectual Property and Software Licences

22.5. We own all material (including intellectual property rights) developed by (or at the direction of) us, our staff or other personnel. We may allow you to use this material, or other material licenced by us, as part of the Service. Your use of this material is subject to any terms and conditions we impose and will cease when the Service is cancelled.

22.6. You do not own or have any legal interest in our intellectual property or any personal identifier issued by us to you, including any IP address, domain name, personal identification number, or telephone number.

No reliance

22.7. While we make reasonable efforts to ensure the information on our Website is correct and up to date, we do not warrant the accuracy of that information.

22.8. Our staff may provide you with advice in good faith to assist your use of the Service. However, we do not represent that our staff are experts in your particular computer hardware or software. Subject to your non-excludable rights under the Australian Consumer Law (which we do not exclude), you acknowledge that any action you take on advice given by any of our staff is taken at your own risk.

Further Information About Your Rights

22.9. Further information and advice about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission, or the relevant Department of Consumer Affairs in your state or territory.

23. Definitions and Interpretation

23.1. In the SFOA:

Acceptable Use Policy means the document forming part of the SFOA that sets out our policies on responsible, unreasonable, excessive, prohibited, and unacceptable use of the Service.

Application means your application as referred to in clause 2.

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

Authorised Representative means any person nominated by you to exercise any of your rights under the SFOA. **Carriage Service Provider** has the meaning given by section 87 of the Telecommunications Act 1997.

Consequential Loss means any liability which:

- a) does not arise directly, or naturally in the usual course of things, from the breach, action or inaction in question; or
- b) constitutes or arises from or in connection with loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss of income, loss of production, loss of impairment of credit rating, loss of data, loss of management time, loss of business opportunities and loss of or damage to reputation or goodwill even if such loss arises naturally or in the usual course of things from the breach, action or inaction in question.

Consumer Guarantee has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law.

Contract Term means the minimum contract term stated in your Application, which commences on the Service Commencement Date.

Corporations Act means the Corporations Act 2001 (Cth).

Critical Information Summary means the document describing the critical information relating to the Service. **Customer Service Guarantee** means the performance standards under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).

Downgrade means a variation to the Service which reduces the capacity, Usage or utility applicable to the Service and results in a reduction in charges payable for the Service.

Downgrade Fee means the fee for Downgrade specified in the Service Schedule or Pricing Schedule. **Download** means data that is inbound to your internet connection.

Excess Usage Charges means the charges payable for use over and above your Monthly Usage Allowance. **Excessive Use** means high out of pattern use of the Service in a short term period or a sustained high usage which exceeds the general average usage of customers on a similar Service Schedule or Pricing Schedule.

Force Majeure Event means any event or circumstance reasonably beyond our control, including but not limited to; war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, storm, plague or other natural calamity, computer viruses, hacker attacks, failure of the internet, failure in electrical power supply, failure of air-conditioning or humidity control, cut cables, or delay, failure or default by any other supplier.

Handling Fee means a fee incurred by us in providing you with a refund.

Hardware Warranty Information means the document forming part of this SFOA which states your rights with respect to some equipment we supply to you, the warranty periods that apply and how to make a warranty claim. **Insolvency Event** means you:

- a) become bankrupt;
- b) become unable to pay your debts as and when they are due;
- c) suspend payment of any of your debts;
- d) become insolvent or are under administration (each as defined in the Corporations Act);
- e) have a controller or administrator appointed (each as defined in the Corporations Act), or
- f) are in liquidation, in provisional liquidation, or have a receiver appointed to any part of your property (as defined in the Corporations Act).

Interruption means a material delay in supplying, a failure to supply for a significant period, or a major error or defect in the supply of, goods or services.

Key Terms means, in context of clause 2 only, the terms and conditions we read out to you over the telephone.

Monthly Usage Allowance means the Usage that is provided per month in accordance with the plan chosen in your Application.

NBN Co means NBN Co Limited (ACN 136 533 741) or an entity that is related to NBN Co Limited in any of the ways specified in section 50 of the Corporations Act.

Network means a telecommunications network, including equipment, facilities or cabling.

Off Peak means the hours in the day where your data usage counts toward your Off Peak quota allowance. **Peak** means the hours in the day where your data usage counts toward your Peak quota allowance.

Premises means the locations where we supply the Service, and locations where we require access to supply the Service.

Pricing Schedule means the pricing information specified on the Website in relation to the Service.

Priority Assistance means a service offered to persons who are diagnosed with a life-threatening medical condition and whose Life may be at risk if they don't have access to a working telephone line.

Privacy Policy means our Privacy Policy that appears on our Website, as updated from time to time. **Regulatory Authority** includes the Australian Communications and Media Authority (ACMA), the Australian Competition and Consumer Commission (ACCC), Communications Alliance, the Telecommunications Industry Ombudsman (TIO) or any other government or statutory body or authority.

Related Body Corporate has the meaning given in the Corporations Act.

Service means the service requested by you in your Application and described in the relevant Service Schedule and **Pricing Schedule**, and any related goods and ancillary services provided to you by us in connection with that Service.

Service Commencement Date means the date on which the Service is ready for use.

Service Schedule means the Critical Information Summary or CIS describing the Service and setting out specific terms and conditions for the Service.

Shaping means the Download speed will be slowed to a maximum shaped speed specified in the relevant Service Schedule, Pricing Schedule, or Critical Information Summary.

Southern Cross Broadband, we, us, our means the Southern Cross Broadband Entity named in your Application. **Southern Cross Broadband Entity** means Southern Cross Broadband Pty Ltd (ABN 89 663 362 258), or an entity related to Southern Cross Broadband Pty Ltd (ABN 89 663 362 258) pursuant to section 50 of the Corporations Act. **Southern Cross Broadband Equipment** has the meaning set out in clause 7.4.

Supplier means any supplier of goods or services that may be used directly or indirectly by us to supply the Service.

Telecommunications Legislation means the Telecommunications Act, the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth) and Parts XIB and XIC of the Competition and Consumer Act 2010 (Cth), each as amended from time to time.

Usage means the amount of time generated or data Downloaded or uploaded by your Internet access.

you means the customer whom makes the Application, or where two or more persons have applied, means those persons jointly and individually (and 'your' has the corresponding meaning)

Website means our website (<http://www.sxbbb.net.au>).

23.2. Unless the context otherwise requires:

- a) a reference to a clause is to a clause in these General Terms;
- b) a term which is defined in any part of our SFOA has the same meaning in every other part of the SFOA;
- c) different grammatical forms of the same word have the corresponding meaning; (d) the singular includes the plural and vice versa;
- d) the terms 'we', 'us', 'our', 'you', and 'your' will include their respective successors and permitted assigns and novates;
- e) a reference to a person includes a reference to a person, partnership, corporation or other legal entity;
- f) the words 'including', 'includes' or 'for example' or similar expressions are not words of limitation;
- g) 'reasonable' notice means a period which is reasonable in the circumstances taking into account technical, operational and commercial factors.