

Summary Of Our Standard FORM OF AGREEMENT



Important Customer Information: Your rights and obligations

Standard Form of Agreement

For the purpose of section 479 of the Telecommunications Act 1997 we have formulated and filed with the Australian Communications and Media Authority a Standard Form of Agreement (SFOA) which consists of the following documents:

- the Conditions of Service;
- the General Terms;
- our Acceptable Use Policy; and
- our Schedule of Fees and Charges.

The SFOA sets out the terms and conditions under which Harbour ISP supplies telecommunication services (the Services) to its customers.

The SFOA is binding on Harbour ISP and you, the customer, from the time we accept your Application for the provision of Services. Regardless of whether you have read the SFOA, you must comply with the SFOA.

The SFOA does not apply to the extent that it differs to terms specified in your Application.

If we have agreed to provide Services to you for a Fixed Term, and neither you nor Harbour ISP cancel the Services at the end of the Fixed Term, Harbour ISP will continue to supply the Services to you on a month-to-month basis.

For information about your rights and obligations under the SFOA, please review the SFOA.

1. SFOA Summary

This Summary provides you with an overview of important terms and conditions in the SFOA. It does not deal with all of, or override any of, the terms and conditions of the SFOA.

2. Changing the SFOA

We may make changes to the terms of the SFOA, by giving you at least 30 days prior notice. If you acquire a Service for a Fixed Term and we make changes during that Fixed Term which will cause more than a minor detriment to you, you may cancel the Service without incurring any early termination fee by giving notice to us within 30 days after the date we notify you of the change.

You agree that our obligation to give you 30 days' notice and afford you a right to terminate does not apply in relation to:

- changes in law;
- urgent changes required for security reasons; or
- increases in fees for international carriage services and/or content and premium services due to increases imposed by one of our suppliers (Supplier).

You acknowledge that you have consented to us sending you notices relating to our SFOA or any variations to it by email to your email address.

3. Services

Harbour ISP will provide you with Services you have requested in your Application. If your Application specifies a Fixed Term, that is the minimum term of the Agreement.

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The Services include the following kinds of services:

- Internet Access services including broadband and ancillary services;
- Fixed line telephone services and ancillary goods and services;
- Voice over Internet Protocol (VoIP) services and ancillary goods and services; and

These Services are described in detail in the Conditions of Service for each service, which also sets out specific terms and conditions in relation to particular products and services.

Harbour ISP does not offer Priority Assistance® services.

4. Fees

You must pay for the Services you receive according to the fees set out in the Schedule of Fees and Charges (the Fees), which is available from www.harbourisp.com.au. Fees and Administrative Charges may apply to connection, reconnection, disconnection, access, usage equipment, content provided with usage, number reservation, maintenance, repairs, and other fees associated with the supply of the Services.

Fees may also vary depending on the type of call (voice or data), the type of customer (residential or business), the volume of calls and any specific terms agreed upon by you and Harbour ISP as evidenced in your Application. Any discounts, credits, rebates or special rates which may apply to you will be stated in the Application.

Harbour ISP may vary any Fees or Administrative Charges in accordance with our rights to change the SFOA

5. Fees for the Service

Unless otherwise agreed or notified, Harbour ISP will charge all accounts monthly by credit card standing authorisation or direct debit standing authorisation.

We will refund or credit any overpayment due to a variation in the Fees or cancellation of a Service. If we have undercharged you, you will be liable for any underpayment.

We reserve the right to charge you for any fees we incur from or must pay to your bank. If you are paying by credit card, you will be charged a credit card processing fee as set out in our Schedule of Fees and Charges.

All correspondence will be sent via electronic form.

Accounts must be paid in full on the due date otherwise you will be liable for a late payment fee. You may also be liable for costs relating to debt recovery services.

If your account continues to be unpaid, Harbour ISP may suspend, limit or cancel your Services.

If you wish to dispute an invoice or claim a refund for overpayment of any Fees, you should do so within 5 months of the date of the invoice to which the alleged disputed amount or overpayment relates.

6. Prepayment

Harbour ISP may require you to pay the estimated cost of a service in advance if we have reasonable grounds to believe that you may be a credit risk. We may decline your Application, cancel, suspend or disconnect a Service if you do not provide such prepayment.

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7. Equipment

Any equipment Harbour ISP provides to you for the supply of the Services and which we do not sell to you (Service Equipment) remains our property.

Any equipment sold to you (Purchased Equipment) remains our property until you have paid for it in full. Loss or damage to the Purchased Equipment is at your risk upon delivery of the Purchased Equipment to you.

8. Limitation, Suspension, Disconnection and Cancellation of the Services

The term of the SFOA continues until you choose to cancel the Services or we exercise our right to limit, suspend or cancel the Services. You may cancel a Service by giving us 30 days' written notice. If you are in contract you will be required to pay out your contract. You may cancel a service at any time if Harbour ISP is in material breach of our agreement and fails to remedy the breach or where you are entitled to cancel the Services in accordance with our General Terms.

Harbour ISP may limit, suspend, disconnect or cancel the Services in a number of circumstances including where:

- you request us to do so;
- we are required by law to do so;
- there is an emergency;
- Our Network is upgraded;
- a Third Party Supplier withdraws the Service;
- we have reasonable grounds to believe a threat exists to the security or integrity of Our Network or that provision of Services may cause death, injury or damage to property;
- for network maintenance, repair or restoration;
- the provision is or may be unlawful;
- an event occurs outside our control;
- your service has not been used for 24 months;
- you vacate the premises to which we supply the Services;
- we are unable to access your premises to maintain equipment;
- you do not pay Fees or invoices by the due date;
- you do not provide a prepayment if requested;
- you engage in fraud or other illegal conduct;
- you fail to comply with our Acceptable Use Policy;
- you become bankrupt or insolvent or we have reasonable grounds to suspect you are a credit risk;
- you become a carrier or carriage service provider;
- you on sell our services;
- you do not repair or maintain your own equipment; or
- your equipment interferes with Our Network.

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You are still required to pay any Fees incurred before the limitation, suspension, cancellation or disconnection of the Services and, you may be liable to pay a disconnection fee and/or reconnection fee.

9. Early Termination Fee

If the Service is cancelled before the end of a Fixed Term contract you will be required to pay out your contract. You will not be liable to pay an early termination fee where you are entitled to cancel the Service for Harbour ISP's material breach of the agreement or a variation to the agreement which causes more than a minor detriment to you.

10. Transfer of the Services

If you want to transfer any of the Services to another supplier, you will remain liable to Harbour ISP for any Fees due up until the date of transfer for the supply of the Services and any fees relating to termination of your Harbour ISP Services. Any unpaid amount must be paid in full within 7 days of our invoice for such Fees.

11. Indemnities

You indemnify Harbour ISP against your use of the Services to transmit or publish any material which is defamatory, or any material in breach of copyright or any obligations of July 2012 Page 3 confidentiality, or otherwise in breach of any law. You indemnify Harbour ISP against any claims made by another Supplier or person in relation to amounts you owe to that Supplier or person.

12. Liability

Harbour ISP does not warrant that the Services will be free of interruption, delays or faults of any kind. Harbour ISP provides the Services to

you subject only to the terms, conditions and warranties contained in the SFOA and those which are implied by law and cannot be excluded. For example, if the service we supply to you is of a kind ordinarily acquired for personal, domestic or household use then the Consumer Guarantees apply and it will be implied by law that:

- the service must be provided with due care and skill; and
- any goods supplied in connection with the service will be reasonably fit for the purpose for which they are supplied.

If we breach a term that is implied by law and cannot be limited or excluded then we will be liable for that breach in accordance with the law applied in the courts having jurisdiction over this Agreement. Where we are permitted by law to limit our liability for that breach, then, unless you are able to establish that it is not fair and reasonable for us to do so, our liability to you is limited as follows:

- if the breach relates to the supply of equipment, the repair or replacement of the equipment, the supply of equivalent equipment or the payment of the cost of repairing or replacing the equipment or supplying equivalent equipment; or
- if the breach relates to the supply of a service, resupplying the service or payment of the cost of having the service resupplied.

Our other rights to limit or exclude our liability to you are set out in the SFOA.

13. Personal Information

You agree to Harbour ISP collecting, using and disclosing your personal information for the purpose of managing your account and as necessary to fulfil our obligations under the SFOA in connection with the supply of the Services to

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you (including disclosing your personal information to our Suppliers, agents, credit reporting agencies and contractors and the other purposes set out in our General Terms).

You must inform us of any changes to your personal information and supply true and correct information.

If you require commercial or consumer credit, you also agree that we may use your personal information for the purposes of obtaining a credit report which will help us to assess your application for credit and also to assist us to collect any overdue payments. We will only disclose credit information to a credit reporting agency or other credit providers for those specific purposes set out in the General Terms.

14. Complaint Handling

Harbour ISP aims to investigate and resolve your complaints about the Services quickly and effectively. If you have a complaint, please contact Harbour ISP on 1300 366 169.

If you remain unsatisfied by Harbour ISP's handling of your complaint or the outcome, you can take your complaint to the Telecommunications Industry Ombudsman (TIO). The TIO is authorised to investigate certain complaints by residential and small business users of telecommunications and Internet services. For further information, see the TIO's website at www.tio.com.au.

The Consumer Affairs or Fair Trading body in your State or Territory may also investigate consumer complaints.

15. Further Information

For a free copy or further information about the SFOA, this Summary, Services, Fees or any

16. New Development Fee

If you're in a new development and not already connected to the NBN, NBN Co may charge \$300 to connect your premises to the NBN. If applicable, we will bill that charge to you.

information contained in this Summary, contact Harbour ISP at:

PO Box 572
MUDGEES NSW
Phone: 1300 366 169
www.harbourisp.com.au