



TERMS AND CONDITIONS (SMEs AND CONSUMERS)

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1. ACCEPTANCE

1.1 These Terms and Conditions are the standard form terms and conditions (**Terms**) between Mosoti Pty Ltd trading as Gippsland Broadband ABN 44 613 087 791, its successors and assignees (referred to as “**we**”, “**us**” or “**our**”) and you, the person, organisation or entity described in the Proposal and/or Application (referred to as “**you**” or “**your**”), and collectively the Parties. These Terms apply to all Services provided by us to you. These Terms are made up of the Service Plan details, the Proposal and the Application. These Terms are also available on our Website: www.gippslandbroadband.com.au (**Site**).

1.2 You have requested the Services set out in the attached Proposal or on our Site. You accept these Terms by either:

- (a) signing and returning the Proposal;
- (b) submitting an Application for the Services;
- (c) confirming by email that you accept the Proposal and/or Terms;
- (d) instructing us to proceed with the Services; or
- (e) paying any Initial Payment set out in the Proposal, or making part or full payment for the Services, or our tax invoice to you (**Invoice**).

1.3 **You agree that these Terms form the agreement under which we will supply Services to you. Please read these Terms carefully.** Please contact us if you have any questions using the contact

details at the end of these Terms. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older. You must not order or use the Services if you are under 18 years of age or do not have the consent of a legal guardian who is 18 years or older. If you do not agree to these Terms, you must not use or purchase Services from us.

2. SERVICES

- 2.1 Access to the Services will require you to register for an account on our Site (**Account**). Basic information is required for Account registration including your name, contact details and other related information as requested by us.
- 2.2 You agree to provide accurate, current and complete information during the registration process and update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate any Account and your access to any Services if we reasonably determine any information provided by you to us is inaccurate, not current or incomplete.
- 2.3 It is your responsibility to keep your Account details and password confidential. You are liable for any and all activity on your Account. You agree you:
 - (a) will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorised such activities or actions; and
 - (b) will notify us immediately if you are aware of any unauthorised use of your Account.
- 2.4 We agree to perform the Services with due care and skill.
- 2.5 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.
- 2.6 We will provide the Services from the Commencement Date until the End Date. After the End Date, we will continue to provide the Services under these Terms until they are terminated in accordance with these Terms.
- 2.7 We may provide the Services to you using our employees, contractors and third party providers, and they are included in these Terms.
- 2.8 Third parties who are not our employees or our direct contractors (**Third Parties**) will be your responsibility. We are not responsible for the services provided by Third Parties.
- 2.9 If you request amended or additional services, including but not limited to changes to the Proposal Service Level, scope or variations (**Variation**), we have discretion as to whether we perform this work for you and whether an adjustment to the Fee may be required in respect of the same. If we are unable to accommodate the Variation, we may request that we be paid for Services performed to date and terminate these Terms.
- 2.10 If we agree to perform a Variation, then we will inform you of any additional cost (**Variation Fee**). You need to approve the Variation and Variation Fee before we commence work. We will invoice you accordingly for the Variation.
- 2.11 **Security and Medical Back to Base Equipment:** We do not provide fibre products or fibre installation as a part of our Services. You should consult your Security and/or Back to Base provider as to the compatibility of these systems with this equipment. You should consult with another provider to provide these additional services including having wiring installed by an Australian Communications and Media Authority licensed cabler.

3. PRICE, INVOICING AND PAYMENT

- 3.1 You agree to pay us the Fees and Expenses for the Services that you have requested, using Paypal, Credit Card or Direct Deposit, as required, including any Initial Payments (**Price**). All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable).
- 3.2 You agree to pay for Services on a monthly upfront basis within 7 days of receipt of the invoice (**Payment Date**). The first billing period will be charged on a pro-rata basis for that period. If an invoice is unpaid for more than 10 Business Days after the Payment Date, we may cease to provide the Services to you until we receive payment of the invoice.

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- 3.3 If invoices are unpaid after this period, we have the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us.
- 3.4 We reserve the right to report bad debts to independent credit data agencies.
- 3.5 Our pricing structure, payment methods and these Terms may be amended from time to time at our discretion, by providing you with 30 days' notice if the change will have more than a minor detrimental impact on you. We will give notice to you by making the change available on our Site, and contacting you via email. If the change is likely to benefit you or have a neutral impact on you then we may change the Terms without providing notice to you.
- 3.6 Pricing changes will apply to you for Services provided to you after the date of the change. All other changes will apply from the date that the amended or new Terms are provided to you or if you enter into a new Service Plan or Proposal, whichever is earlier.
- 3.7 If these changes will have a more than minor detrimental impact on you then you may cancel these Terms by providing notice to us within 42 days' or receiving notice of the change. This right is not provided for in the case of changes in laws or statutes that require us to amend these Terms, urgent and/or emergency changes as required for security reasons, and changes to roaming and international charges.
- 3.8 If the Terms are cancelled under clause 3.7 you will be charged for the Services up to the date of termination.
- 3.9 We may also provide you with discounts and promotions in relation to Services, details of which will be set out on our Site.
- 3.10 We will charge you in accordance with the Service Level applicable to you and the Services. This will include additional and variable fees for international roaming, and additional or premium services.
- 3.11 Your bill is calculated at the Service Level applicable to the Services you receive, the bill will also include details of costs incurred in relation to your Account. Your bill will include applicable taxes, as required.
- 3.12 **Financial Hardship:** If you have a residential service and have concerns about your financial situation, and your ability to pay your bill, contact us here to discuss options in relation to payment: customer.care@gippslandbroadband.com.au.
- 3.13 **Usage and Data:** If you have a residential service and require support and assistance in managing your bills contact us here for more information: customer.care@gippslandbroadband.com.au.

4. YOUR OBLIGATIONS AND WARRANTIES

- 4.1 You warrant that throughout the term of these Terms that:
- there are no legal restrictions preventing you from agreeing to these Terms;
 - you will cooperate with us, and provide us with information that is reasonably necessary to enable us to perform the Services, as requested by us from time to time, and comply with these requests in a timely manner;
 - if you are a business client and we require your consent to undertake work in order to provide the Services to you and you do not nominate an employee then we will take direction from employees and rely on their statements that they are authorised to provide consent on your behalf;
 - the information you provide to us is true, correct and complete;
 - you have provided us with the correct and up to date name, address, date of birth, licence number and expiry, credit card number, name on card, expiry and ID number, phone number and mobile phone number for you;
 - you will not infringe any third party rights in receiving and using the Services;
 - you will not use the Services to breach third party Intellectual Property rights;
 - you will only use the Services for the purpose they are provided on the basis of (e.g. residential Services may not be used by business clients and vice versa) unless otherwise agreed in writing;
 - you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns;

- (j) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the Services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
- (k) you consent to the use of your name and Intellectual Property in relation to the Services in a way which may identify you;
- (l) if applicable, you hold a valid ABN which has been advised to us; and
- (m) if applicable, you are registered for GST purposes.

5. EQUIPMENT AND MAINTENANCE

- 5.1 We may require you to provide access to your property for us to install equipment to provide you with the Services, in which case you will be charged an installation fee.
- 5.2 You will provide us with consent to undertake this installation on your property and you warrant that you will receive any additional consents from the property owner, if required.
- 5.3 You must provide adequate and suitable space, power supply and environment for all equipment that we supply in connection with the Service and located on your property.
- 5.4 If you receive or rent equipment under these Terms you will, under all conditions:
 - (a) properly and carefully protect the equipment;
 - (b) keep, set, place and protect the equipment from freezing and overheating;
 - (c) use and operate the equipment in accordance with the instruction manual provided with the equipment or our instructions;
 - (d) be responsible for any and all loss or damage to the equipment;
 - (e) adhere to any safety or other instructions given to you by us;
 - (f) comply with the original equipment manufacturer's recommended operating procedures; and
 - (g) comply with all relevant legislation including but not limited to that relating the use, operation and supervision of the equipment or any part thereof and/or arising under requirements pertaining to occupational use and safety.
- 5.5 Upon collection and/or receipt of delivery of the equipment by you or your representative, risk in the equipment will pass from us to you. Title in the equipment will remain with us unless payment for the equipment is received in full. If you misuse the equipment, we may terminate the Terms in accordance with the Termination clause.
- 5.6 We will not be responsible for any repairs or tampering with the equipment by you or another provider.
- 5.7 We shall not be liable or responsible for the cost of any major breakdown repair or replacement part unless we have been notified of the problem, and have been given prior authorisation in writing to make such a repair or spare part purchase.
- 5.8 Subject to prior agreement we may:
 - (a) complete emergency repairs on your behalf; and
 - (b) undertake repair work according to an agreed scope of repairs.
- 5.9 Maintenance may need to be conducted on the network used to provide the Service. This maintenance may be conducted by us or by a third party who supplies the network. We will try to ensure and scheduled maintenance is conducted at a time least likely to affect you, but this may not always be possible.

6. OUR INTELLECTUAL PROPERTY

- 6.1 The work and materials that we provide to you in carrying out the Services contains material which is owned by or licensed to us and is protected by Australian and international laws (**Materials**). We own the Intellectual Property rights in the Materials including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.
- 6.2 You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.

- 6.3 Your use of our Materials does not grant you a licence, or act as a right to use any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 6.4 You must not breach our Intellectual Property rights by, including but not limited to:
- (a) altering or modifying any of the Materials;
 - (b) creating derivative works from the Materials; or
 - (c) using our Materials for commercial purposes such as onsale to third parties.
- 6.5 This clause will survive the termination of these Terms.

7. CONFIDENTIAL INFORMATION

- 7.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; only to use the Confidential Information for the purpose for which it was disclosed by you and ancillary business purposes, and not for any other purpose.
- 7.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use the Confidential Information for the purpose for which it was disclosed or provided by us to you, and not for any other purpose.
- 7.3 These obligations do not apply to Confidential Information that:
- (a) is authorised to be disclosed;
 - (b) is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
 - (c) is received from a third party, except where there has been a breach of confidence; or
 - (d) must be disclosed by law or by a regulatory authority including under subpoena.
- 7.4 This clause will survive the termination of these Terms.

8. FEEDBACK AND DISPUTE RESOLUTION

- 8.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively via our Complaints Policy. Contact us here for more details: customer.care@gippslandbroadband.com.au. If you have any feedback or questions about the Services, please contact us.
- 8.2 If there is a dispute between the Parties in relation to these Terms that cannot be resolved by the Complaints Policy, the Parties agree to the following dispute resolution procedure:
- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
 - (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Victoria to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 8.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.
- 8.4 If your complaint cannot be resolved you may lodge a complaint with the Telecommunications Industry Ombudsman (<https://www.tio.com.au/making-a-complaint>).

9. TERM AND TERMINATION

- 9.1 This Agreement will begin on the Commencement Date and continue until the End Date, or the date on which these Terms are terminated in accordance with this clause 9, if earlier.
- 9.2 **Termination by Notice:** You may terminate these Terms by providing 30 days' written notice, (if the Terms are not for a fixed term) including by email, if:

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- (a) we breach a provision of these Terms and do not cure that breach within 30 days of the date on which you provide us with a written notice identifying the breach and requesting that it be cured;
 - (b) we breach a provision of these Terms and the breach cannot, in your reasonable opinion, be cured; or
 - (c) we are no longer able to perform the Services.
- 9.3 You must provide 30 days' written notice to us before a fixed term ends, if you would not like the Services to continue to be provided on a month to month basis after the fixed term period has ended.
- 9.4 **Cooling-Off Period for Unsolicited Consumer Agreements:** If you are a consumer that has signed an unsolicited consumer agreement for the purposes of Australian Consumer Law, then:
- (a) you may cancel these Terms within 10 Business Days' (including both verbally or in writing) from the date on which you agreed to the Terms (**Cooling-Off Period**); and
 - (b) upon receipt of this notice within the Cooling-Off Period by us, the Terms will be terminated and we will refund any Fees paid for the Services.
- 9.5 We may terminate these Terms or suspend the Services immediately, at our sole discretion, if:
- (a) you are in default of any payment or other obligation under these Terms;
 - (b) there has been a material breach of these Terms,
 - (c) we are required to do so in an emergency situation or by law or by any authority;
 - (d) you are subject to an Insolvency Event or are a credit risk;
 - (e) we consider that a request for the Service is inappropriate, improper or unlawful;
 - (f) you are using the Services in a fraudulent manner or if there is an unusually high usage of the Services by you;
 - (g) you use the Services as a carriage provider (as defined in the *Telecommunications Act 1997* (Cth));
 - (h) you fail to provide us with clear or timely instructions to enable us to provide the Services;
 - (i) we consider that our working relationship has broken down including a loss of confidence and trust;
 - (j) you breach a provision of these Terms and do not cure that breach within 30 days of the date on which we provide you with a written notice identifying the breach and requesting that it be cured;
 - (k) you breach a provision of these Terms and the breach cannot, in our reasonable opinion, be cured;
 - (l) we are exercising an express right to terminate these Terms set out elsewhere under these Terms;
 - (m) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
 - (n) you fail to pay an Invoice within 10 Business Days of the Payment Date or in accordance with the Invoice Terms.
- 9.6 You may incur an early termination/cancellation fee if you cancel the Terms before the end of your fixed term.
- 9.7 On termination of these Terms you agree that any Initial Payments or payments made are not refundable to you, and you are to pay all Invoices for Services rendered to you.
- 9.8 On termination of these Terms you must return to us any equipment which belongs to us.
- 9.9 If you terminate these Terms before the End Date, you must pay for all Services provided prior to termination, including any Services which have been performed and have not yet been invoiced to you and any equipment that was installed prior to the commencement of the Services.
- 9.10 On termination of these Terms you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and Intellectual Property.

- 9.11 On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and Intellectual Property.
- 9.12 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 9.13 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

10. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

- 10.1 We have obligations to you under the *Telecommunications Act 1997* (Cth) and the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**).
- 10.2 **ACL:** If you are a consumer as defined in the ACL, the following applies to you: You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure. To the extent we are able to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.
- 10.3 **Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out in the Proposal where it is affected by your delay in response, or supply of incomplete or incorrect information.
- 10.4 **Referral:** On request by you, we may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or failure to advise or provide services.
- 10.5 **Warranties:** To the extent permitted by law, we exclude all express and implied warranties, and all material and work is provided to you without warranties of any kind, either express or implied. We expressly disclaim all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 10.6 **Information:** You may contact the Australian Communications and Media Authority, Telecommunications Industry Ombudsman, the Australia Competition and Consumer Commission, the Department of Fair Trading or Consumer Affairs department in your relevant state or territory for more information as to your rights.
- 10.7 **Liability:** To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees and terms relating to the Services and these Terms, except those set out in these Terms, including but not limited to:
- (a) the Services being unavailable including for your end-users, if applicable; and
 - (b) any loss, damage, costs (including legal costs), expense (whether direct, indirect, incidental, special, consequential and/or incidental including costs incurred on your Account), loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruptions or otherwise, suffered by you or claims made against you, arising out of or in connection with your inability to access or use the Services, the inability for your end-users to use or access the Services, if applicable, and the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.
- 10.8 **Limitation:** To the extent permitted by law our total liability arising out of or in connection with the Services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- 10.9 This clause will survive the termination of these Terms.

11. INDEMNITY

- 11.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- (a) any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - (b) this engagement and any breach of these Terms;
 - (c) any misuse of the Services from or by you, your employees, contractors or agents; and
 - (d) your breach of any law or third party rights.
- 11.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 11.3 This clause will survive the termination of these Terms.

12. GENERAL

- 12.1 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in our Privacy Policy available here: <http://gippslandbroadband.com.au/privacy-policy.html> and any other applicable legislation or privacy guidelines.
- 12.2 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 12.3 **GST:** If and when applicable, GST payable on the Services will be set out on our Invoices. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed on these charges.
- 12.4 **Relationship of parties:** These Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.
- 12.5 **Assignment:** We may assign these Terms or our obligations under these Terms to another party without notice to you. You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent (such consent not to be unreasonably withheld).
- 12.6 **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 12.7 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 Business Days' notice in writing.
- 12.8 **Waiver or variation of rights:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.
- 12.9 **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to you at the address as set out in your Account details. Our address is set out at the end of these Terms. Any notice may be sent by standard post or email, and notice will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

- 12.10 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Victoria and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.
- 12.11 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.
- 12.12 **Inconsistency:** If there is any inconsistency between any clause of these Terms and any provision in any schedule or attachment, the clause of these Terms will prevail.

13. DEFINITIONS

- 13.1 **Application** means the online or paper form application submitted by you to apply to receive the Services.
- 13.2 **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Victoria, Australia.
- 13.3 **Commencement Date** is set out in the Proposal and/or Application.
- 13.4 **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement or otherwise.
- 13.5 **Critical Information Summary** is a summary of the critical information associated with each product and service we provide.
- 13.6 **Confidential Information** includes confidential information about you, your credit card or payment details, the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 13.7 **End Date** is set out in the Proposal and/or Application.
- 13.8 **Fees** are set out in the Proposal, Service Level details and/or Application.
- 13.9 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- 13.10 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions, patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any Confidential Information.
- 13.11 **Insolvency Event** means any of the following events or any analogous event, if you are a business client and:
- (a) you dispose of the whole or any part of your assets, operations or business other than in the ordinary course of business;
 - (b) you cease, or threaten to cease, carrying on business;
 - (c) you are unable to pay your debts as the debts fall due;
 - (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets, operations or business;
 - (e) any step is taken for you to enter into any arrangement or compromise with, or assignment for the benefit of, your creditors or any class of your creditors; or
 - (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of your assets, operations or business.
- 13.12 **Invoice Terms** are set out in the Proposal and/or Application.

- 13.13 **Initial Payment** is set out in the Proposal and/or Application.
- 13.14 **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).
- 13.15 **Payment Method** is set out in the Proposal and/or Application.
- 13.16 **Proposal** means the final written proposal entered into between you and us in relation to the provision of Services.
- 13.17 **Services** means the services set out in the Application, Service Plan and the Proposal.
- 13.18 **Service Plan** means the specific Services you will receive.

Unless otherwise defined herein or the context otherwise requires, capitalised terms used in these Terms will have the meanings given to them in the Proposal and/or Application.

Contact details:

MOSOTI PTY. LTD. trading as Gippsland Broadband ABN 44 613 087 791

PO Box 123 Longwarry VIC 3816

Phone: 1300 258 259

Email: info@gippslandbroadband.com.au

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