



M2 Telecommunications Pty Ltd., (hereinafter referred to as M2) ABN 65 090 251 424 will provide you, our Customer, with the Services in accordance with these terms and conditions and where relevant, the applicable charges notified to you from time to time, the Application for Service once accepted by us, the Customer's Consent, the Authority for Transfer of Telecommunications Services ("Agreement").

1 PROVISION OF SERVICES

- 1.1 General: M2 will provide you with local, national, fixed-to-mobile and international long distance services and services of any kind which M2 may agree to provide you from time to time ("Services"). M2 will provide the services using our own facilities and services or those of other carriers; telecommunications service providers or equipment suppliers ("supplier").
- 1.2 Variations: M2 may, without reference to you, change any other supplier or its products, or lower our charges at any time and upon 30 days written notice to you vary the Services, increase the charges or otherwise vary these terms. At any time, you may obtain an up to date copy of this agreement by contacting M2 by telephone, email or accessing the M2 Website.
- 1.3 Savings: The savings that M2 is able to make for you through the provision of its services may change from time to time depending on changed circumstances with respect to suppliers.

2 CHARGES AND PAYMENT FOR SERVICES

- 2.1 M2's charges may include:
 - call connection charges
 - per minute charges
 - disconnection and reconnection charges and early termination fees
 - untimed charges
 - dishonour fees and overdue charges
 - credit card payment fees
 - phone rental charges
 - installation charges
 - service and equipment charges.Current charges for services are available on request by calling 1300 656 121, or by accessing www.m2.com.au.
- 2.2 Unless specifically stated, all charges are net of all discounts.
- 2.3 M2 may offer rebates or call credits in conjunction with specific products offered to certain customers. The value of the rebate or call credits will be determined in accordance with standard criteria and provided as part of the agreement of sale.
- 2.4 Any discounts offered may be adjusted on a pro-rata basis if your monthly spend falls below the amount agreed on your application form.
- 2.5 If in any product a standard rebate or credit is given, and the amount of the rebate or credit exceeds the billed amount, then the excess of the rebate or credit shall be forfeited.
- 2.6 M2's records are sufficient evidence of the amount payable unless shown to be incorrect.
- 2.7 Invoicing: M2 will usually invoice you monthly for the Services in accordance with our current charges. M2 may vary invoice frequency.
- 2.8 Method of Billing: M2 will bill you in advance for connection, service fees periodic charges and in arrears for usage charges (where applicable).
- 2.9 Method of Payment: Various methods of payment are available as indicated on the bill.

- 2.10 Time for payment: All charges must be paid on or before the Payment Due date as indicated on the bill. Payments received later than the Due Date will be charged a late payment fee. If in any product covered in 2.5 payment is made after the Payment Due date, the rebate or credit will be forfeited.
- 2.11 Late Billing: Charges arising from transactions that have occurred prior to the period covered in any specific billing period will be due and payable upon presentation of invoice in accordance with clause 2.10.
- 2.12 Charges from other suppliers: Our charges to you may pass on any changes in other suppliers' charges to us (including increases, specials or one-off charges) and will be payable in accordance with clause 2.10.
- 2.13 Other Charges: You will pay us in accordance with clause 2.1 any charge which any other supplier or other person renders to us:
 - (a) because you approach that other supplier or person directly, or otherwise than through us; or
 - (b) for connection or initiation of any Service or for cancellation of any Service; or
 - (c) for any changes in other suppliers' charges to us (including increases and specials or one-off charges).
- 2.14 Suspension of Services: M2 reserves the right to suspend provision of Services to you, where charges owing to us or any amount owing remain outstanding after 60 days, unless M2 have received written notice from you of a bona fide dispute of those charges.
- 2.15 Dishonoured cheques: M2 reserves the right to terminate the Agreement without notice to you in the event that:
 - (a) you have not paid amounts owing to us in accordance with clause 2.10 and 2.14; and
 - (b) a cheque provided by you in payment of that invoice is dishonoured without a valid explanation being provided by you.
- 2.16 Unclaimed Amounts: In the event that your account is terminated and monies are owed to you by M2, we will notify you of these amounts. In the event you do not claim those monies within 3 months of being notified, M2 will retain the money and you agree that you will have no further claim in relation to these monies.
- 2.17 Security Bond: M2 may from time to time require you to lodge a security bond as a condition of us providing Services to you. You authorise us to deduct from that bond any amounts remaining owing to us after 30 days after date of invoice. After 6 months of on time payment of our invoices, M2 may either refund the bond or credit your account.
- 2.18 Taxes: The charges set out in this agreement are inclusive of all State and Commonwealth taxes with the exception of the GST and any stamp duty or transaction duty on this agreement and any related interest, expense, fine, penalty or other charge related to these taxes.
- 2.19 Where M2 becomes liable to any penalties or interest as a result of the late payment of GST due to the Customer's failure to comply with the terms of this agreement (including this clause), or the Customer's obligations under the GST law, then an additional amount equal to those penalties and interest will be payable to M2

3 PERIOD OF AGREEMENT



- 3.1 Commencement of Agreement: This Agreement starts on the date the Application for Service is signed by both parties and continues until terminated.
- 3.2 Commencement of Services: The provision of Services commences when:
- (a) your accounts are transferred from your name to ours by your current supplier or;
 - (b) pre selection has been activated
 - (c) upon completion of installation of any necessary equipment or
 - (d) upon completion of any configuration changes made to PABX or other equipment owned by you or
 - (e) any other arrangements with another supplier for the provision of the Services have been completed.
- 3.3 Minimum Period of Agreement: This agreement will be in force for the length of time indicated on your M2 Agreement (only if Minimum Period of Agreement is applicable)

4 TRANSFER OF YOUR ACCOUNT TO US

- 4.1 Changing your Current Arrangements: If, in providing the Services, M2 needs to change your arrangements with your current supplier, then M2 will do so in accordance with this clause.
- 4.2 Transfer of services to M2
- (a) By signing this Agreement you appoint M2 to act as your agent and authorise us to sign on your behalf and in your name forms of authority to your current supplier to transfer your accounts into our name.
 - (b) You agree to give written instructions to your current supplier to transfer your accounts from your name to ours if M2 so request.
 - (c) You will immediately pay to your current supplier all amounts owing up to the time of transfer of your accounts to our name.
- 4.3 If your current supplier credits us with any amount concerning services provided before the date of transfer, M2 will credit that amount to your account.
- 4.4 If after your current supplier raises a proper charge relating to a service your current supplier provided to you before the commencement of Services under clause 3.2, M2 will advise you accordingly, and you must pay your current supplier that amount.
- 4.5 M2 will not accept any liability for any amounts owing by you to your current supplier for services, which your current supplier provided to you prior to the commencement of Services under clause 1.1
- 4.6 You must indemnify us against any claims made by your current supplier to us in relation to any such amounts.

5 TRANSFER OF YOUR ACCOUNT FROM US TO ANOTHER SUPPLIER

- 5.1 If in the future you transfer any of the Services to another supplier, then you remain responsible to us for the amount payable for the Services up to the time your Services are taken over by another supplier and tolling with M2 stops. You will immediately pay us the amount owing on receipt of our invoice.
- 5.2 The provision of our Services is deemed to have ceased when your newly appointed carrier, commences tolling all of your nominated services.
- 5.3 M2 will endeavour to bill you for those Services within the next normal billing period.
- 5.4 If, after that M2 become aware of other proper charges (including fees payable to any other supplier) for those Services up to the date of transfer, or M2 resolve any dispute so that any liability of

ours relating to those Services is quantified, then you will immediately pay us all such amounts on receipt of our invoice.

- 5.5 M2 will credit you with any amount credited to us by another supplier for those Services up to the date of transfer of those accounts to another supplier.

6 CREDIT CHECK

- 6.1 Your personal information in our possession may be disclosed by us to a Credit Reporting Agency, and you consent to such disclosure.
- 6.2 You agree that a credit report which contains personal information concerning you may be given to us by any Credit Reporting Agency for the purpose of either assisting your application to us for commercial credit, or collecting payments that are overdue in respect of commercial credit provided to you by us.
- 6.3 You agree that M2 may disclose a credit report or other report relating to you and any personal information derived from that report, to any other credit provider for any of the following purposes, namely:
- (a) the assessment by us or the other credit provider of your creditworthiness;
 - (b) the collection by us or the other credit provider of payments that are overdue; or
 - (c) the exchange of information between us and the other credit provider for the purposes referred to in sub-paragraphs (a) and (b).

7 YOUR COMPLIANCE

- 7.1 You will ensure that you comply at all times with all laws and obligations, including licence conditions, applicable to the Services and their use.
- 7.2 You will not use the Service to transmit or publish any material which is defamatory of any person, or any material in breach of copyright or any obligations of confidentiality, or otherwise in breach of any law, and you will indemnify us for any loss or expense M2 suffer as a result of you doing so.

8 USE OF CUSTOMER PREMISES SWITCH AND OR PROGRAMMING OF PABX

- 8.1 Installation and Programming of equipment: You will assist us in ensuring that any equipment necessary for you to receive the Services, is installed and programmed.
- 8.2 You will make access to your PABX available to us if applicable, prior to the commencement of the Services, or at any time during the provision of the Services, so that calls to destinations nominated by us from time to time are, so far as possible, switched by the PABX to the best services available.

9 EQUIPMENT M2 SUPPLY TO YOU

- 9.1 In any situation where M2 supplies equipment to you which is not sold to you then:
- (a) that equipment always remains our property;
 - (b) you warrant that, to the extent possible under the terms of your occupation of the premises where the equipment is installed, you will allow us to and, where applicable, will ensure that the landlord allows us to, remove the equipment upon expiry or termination of the Agreement;
 - (c) you will not part with possession of the equipment except to us.
- 9.2 M2 may at any time, and from time to time, change the equipment referred to in clause 9.1 as M2 see fit.



- 9.3 You will allow us access to the equipment during your normal business hours (or at such other times as M2 arrange with you), and this right of access will not end until all equipment is returned to us, even if the Agreement has terminated in the meanwhile.
- 9.4 You will ensure that our equipment, and any other equipment, facilities and connections used in providing Services, are not altered, maintained, repaired or connected to or disconnected from any power source or line except by servicemen approved by us.
- 9.5 Electricity: You will make available an adequate power supply for the operation of any equipment used in the provision of Services.
- 9.6 Return: On the termination of this Agreement for any reason, you will immediately return all our equipment, or make it available for collection.

10 TERMINATION

- 10.1 Either of us may terminate the Agreement by giving 30 days written notice to the other unless the services or part thereof are subject to a Minimum Term / Minimum Spend arrangement, in which case an early termination charge will apply, by applying the following formula : No. months remaining (or part thereof) x stated Minimum Monthly Spend Amount x 50%.
- 10.2 Immediate Termination: M2 may terminate this agreement immediately by notice if:
- (a) you have breached this Agreement, or
 - (b) a liquidator or receiver or receiver and manager or any other administrator of your business or assets is appointed or, you enter into any composition with your creditors.
- 10.3 If M2 provide a Service for a particular term and M2 allow you a discount on payment over that term and you cancel this Agreement before that term ends, then you will be liable to pay the full undiscounted amount for the period which has elapsed and M2 will bill you for the amount of the discount allowed to you during the elapsed period on your next bill.
- 10.4 You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination and you must pay all outstanding amounts immediately on receipt of our invoice.
- 10.5 Termination does not preclude any liability you have for payment for any services we provide up to the time when all of your services have been transferred.

11 SERVICE SUSPENSION

- 11.1 The Services may be suspended immediately (including without notice) where:
- (a) the services of other carriers on which M2 depends require maintenance
 - (b) there is a failure by you to pay any charges due to M2
 - (c) An event specified in clauses 10.1 to 10.4 occurs.

12 LIMITATION OF LIABILITY

- 12.1 Performance: Because the performance of some Services may be affected by your levels of use, the levels of use of other users and of facilities related to providing the Service, M2 do not warrant that Services will be free of congestion, delays or faults of this kind and M2 will not be responsible for any loss or damage to your business which may result.
- 12.2 Except as provided in clause 12.1, and subject to clause 12.3, all terms, conditions, warranties, undertakings, inducements and representations, whether express or implied, statutory or otherwise, relating to the provision by us of the Services are excluded, and M2 will not be under any other liability in respect of any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) which may

be suffered or incurred or which may arise directly or indirectly in respect of the Services.

- 12.3 Our liability for any breach of any term, condition, warranty or under any remedy implied by law (which cannot be excluded), will be limited at our option to the repair or re-supply of equipment or Services or the payment of the cost of having the equipment or Services re-supplied.
- 12.4 M2 have no liability to you or to any other person for:-
- (a) acts or defaults of other suppliers, nor
 - (b) faults or defects in Services which are caused to any material extent by your own conduct or misuse, nor
 - (c) faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected with our consent to Services which M2 have arranged under this Agreement) which are due to incompatibility with the Services.
 - (d) faults or defects of equipment supplied by a linked third party in conjunction with the Services
 - (e) M2 will use its best efforts to address and remedy complaints regarding churned accounts, but makes no guarantee whatsoever as to the time it takes to provide that remedy.

13 FAULT REPORTING AND COMPLAINTS

- 13.1 M2 will attend to faults and complaints with your service during Australian Business Hours (EST). Customer service contact numbers can be found on your bill. M2 will handle all complaints in accordance with its Complaints Procedure, a copy of which will be supplied upon request.
- 13.2 M2
- (a) Is not responsible for any fault which is within the network of a supplier
 - (b) Will notify that supplier of the fault and request that the fault be corrected promptly
 - (c) Will report back to you as to status of the fault
 - (d) But M2 will bear no further liability or responsibility

14 CONFIDENTIALITY

- 14.1 M2 retain all intellectual property rights in any information relating to the Services, the design or operation of our network and other technical information relating to the provision of the Services ("Confidential Information").
- 14.2 You will keep the Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.
- 14.3 On the termination of this Agreement for any reason, you will return all Confidential Information to us. If you have destroyed these, or any of them, then you will give us a written declaration accordingly.
- 14.4 You will keep confidential the manner in which M2 arrange Services under this Agreement, including our charges and discounts, and other financial information. You will not use information which you acquire from us for any purpose unauthorised in writing by us or in any manner which may cause us loss, whether by way of damage to our reputation, financial loss or otherwise.

15 FORCE MAJEURE

- 15.1 M2 are not liable for:
- (a) any delay in installing any service,
 - (b) any delay in correcting any fault in any service,



- (c) failure or incorrect operation of any service, or
- (d) any other default in performance under this agreement, if it is caused by any event reasonably beyond our control, including but not limited to war, plague, accident, act of god, industrial action, embargo, terrorist act, military coup, delay, failure or default by any other supplier.

16 ASSIGNMENT

- 16.1 You will not assign charge or otherwise deal with your rights under this Agreement except with our prior written consent.

17 GENERAL

- 17.1 M2 may give and receive from other suppliers information about your account, including particulars of calls and call charges.
- 17.2 This agreement is governed by the laws of Victoria
- 17.3 This agreement contains the whole understanding between us to the exclusion of any prior or collateral agreement or understanding of any kind relating to the services.
- 17.4 You acknowledge that you enter into this agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this Agreement.
- 17.5 You accordingly release us and each of our officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.
- 17.6 The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.
- 17.7 To the extent applicable, the Customer Service Guarantee applies to the provision of Services under this Agreement.
- 17.8 If a provision of this Standard Agreement is void, inapplicable or unenforceable or the invalid part severed, the remainder of this agreement will not be affected

18 VARIATION

- 18.1 Subject to section 480 of the Telecommunications Act, M2 may vary any part of this agreement at any time.

19 PRIVACY ACT

- 19.1 By signing the customer application form you also agree that M2 may collect, use and disclose personal information about you, in accordance with the Privacy Act. You can access M2's Privacy Policy by visiting www.m2.com.au.

20 FURTHER INFORMATION

- 20.1 Further information and the current version of this standard agreement can be obtained from M2's website on www.m2.com.au.