

Standard Form of Agreement

Table of Contents

1.	Application and Term of Contract.....	4
2.	Amendments to this Agreement	4
3.	Notices	5
4.	Service Agreements	5
5.	Administration.....	6
6.	Billing.....	6
7.	Suspension and Termination.....	7
8.	Disputing	8
9.	Third Parties.....	8
10.	Security of Information.....	8
11.	Caller Line Identification Presentation (CLIP).....	8
12.	Telephone Services.....	9
13.	Integrated Public Number Database (IPND).....	9
14.	Passwords.....	9
13.	Mytel Intellectual Property	9
14.	Refund Policy	9
15.	Technical Support	10
16.	Liability	10
17.	Customer Service Guarantee Waiver	10
18.	Assignment.....	11
19.	Severability.....	11
20.	Compliance with Laws.....	11
21.	Governing Law	12

Standard Form of Agreement

Definitions

In this Agreement:

Account or Plan means the service arrangement chosen by you with Mytel and defines the following:

- Pricing details (of the Setup Fee(s), Monthly Account Fee, Excess Usage and any other special charges) applicable to the chosen plan structure;
- Volume of Calls;
- Contract Period; and
- Terms and Conditions.

Account Fee means a fee that is charged to retain use of your account number and remain a member of the Mytel network.

ACMA means the Australian Communications and Media Authority.

Application or Application Form refers to the form containing:

- Your personal account holder details;
- Payment details; and
- The specific details of the Account.

Bill Statement is a detailed statement of costs relating to Your usage of the Mytel Service for a defined period. It includes costs related to monthly access fees, call spend and other service usage for the period.

Billing Cycle Mytel accounts are billed monthly from the date of creation. Individual services attached to an Account accrue charges on the monthly anniversary of the setup date.

Broadband means a high-capacity communications pipeline capable of delivering simultaneously a range of voice, video and data services to the home.

Business Hours are Monday – Friday 9am – 6pm Australian Eastern Standard Time, excluding Melbourne Metropolitan Public Holidays.

Codec compression/ decompression. It is an algorithm that defines how your voice data is sent and received over the Service. Examples of codecs that Mytel use are: G. 711 (A-law and mu-law): 64kbps transfer, G. 729A : 8kbps transfer

Contract means the contract between Mytel and You that comes into effect on acceptance by Mytel of your Application.

Customer, You and Your refer to the customer of Mytel named in the Application Form or Application process, and includes any person using the Account with or without Mytel's permission.

Defined Abuse is any act, event or series of events that interfere with the correct use or operation of the Service. This includes but is not limited to: Toll fraud or other means of attempting to evade charges, hacking, tampering, nuisance calling, prank calling, illegal activity of any kind, or any other act that may interfere with the correct use or operation of the Service.

Do Not Call Register is a voluntary list that residential telephone users can subscribe to in order to opt out of certain telemarketing calls. It is prohibited for most telemarketers or telemarketing companies to call a number on the register without their explicit or inferred consent.

Direct Debit is a payment deducted by Mytel from Your nominated bank account.

Downtime means periods of unavailability or limited availability of the Mytel service.

Early Termination Fee is the fee that is applied to an account that is cancelled prior to the end of the contract period. This fee only applies to accounts that have a contract period.

Excess Usage refers to the charges that may be rendered to your account in respect of the services supplied above the call charges included in your chosen monthly plan.

Standard Form of Agreement

Illegal Activity means any act, event or series of events that are in breach of any law, code, regulation, determination or requirements of any government or statutory authority that govern the use of Mytel's service. This includes but is not limited to Australian Federal law, State Legislation and ACMA regulations.

INMS refers to Industry Numbering Management Services Ltd.

Internet Access means connection to the world wide web.

IPND refers to the Integrated Public Number Database.

ISP means internet service provider.

Fee means a sum charged by Mytel to You.

Minimum spend refers to the total value of qualifying calls made during the access period. It does not include the cost of any monthly access fees, accounting fees, hardware purchases or any other non call related charged incurred by You.

Mytel, us, we, our, Mytel Voice & Data Pty Ltd (ABN 29 113 424 552)

Mytel Network means any components of hardware and/or software used to supply our service. This may include components managed directly by Mytel or supplied to Mytel by 3rd party providers.

On Net Call is a free call from one Mytel user to another Mytel user across the Mytel network and takes no account of any charges that you may incur from your ISP in respect of data transfer.

Payment Due means any invoiced amount issued to you by Mytel arising under the Account or the Contract.

Regular Payment is the periodic Fee due to Mytel from You for Your telecommunications service, excluding Setup Fee, Excess Usage and Special Conditions.

Service is the Voice over IP phone service, WAN service, fax service or other ancillary service provided by Mytel, or provided by Mytel on behalf of another provider to You.

Service Commencement Date is the specified date of commencement as appearing within the Service Schedule or the date of provisioning, whichever the earliest.

Service Schedule refers to a description of the Service(s) being ordered by you.

Setup Fee refers to a once off Fee for certain Account types, as stated during the signup process.

Signup process is the process that a customer will complete in order to establish or create an account with Mytel. This refers to any time that a customer completes and submitting an application for any Mytel Service.

SPAM refers to the mass sending of unsolicited or unwelcomed electronic communications. Mytel does not condone spamming, and will report any spam activity to the Australian Communications Authority (ACA).

Special Conditions means the terms and conditions endorsed on the Application Form which impose fees, conditions and limitations on the provision of Service and include the Account Specifications and any Special Terms.

Suspected Fraudulent Activity refers to Customer activity that is or appears to be indicative of attempts to disrupt the operation of the Service(s).

Suspension means the act of temporarily withdrawing your telecommunications service.

Technical Support means Mytel Technical Support Team, contactable by email support@mytel.net.au, or by phone during Business Hours on 1300 36 00 89.

Terminate means the process of Mytel ceasing to provide telecommunications services to you.

Standard Form of Agreement

Usage means Your usage of the Mytel Service and includes call costs and other fees associated with Your Service.

Terms and Conditions

*This Agreement is the **Standard Form of Agreement (SFOA)** for the supply of Services and / or Goods by Mytel Voice & Data Pty Ltd ABN 29 113 424 552 ('Mytel').*

ABOUT THIS AGREEMENT

Please read this Standard Form of Agreement carefully as it sets out the terms and conditions under which Mytel:

- will provide the Services to you;
- you may use the Services provided; and/or
- will sell you Goods or provide quotations for the supply of Goods.

These Terms & Conditions along with the supplementary terms and conditions associated with your Service(s), if any, as appearing on the Mytel Website at www.Mytel.net.au, make up the entire agreement under which a Customer agrees to be bound in return for provision of services from Mytel.

Unless otherwise specified, all sections below apply to all customer accounts.

1. Application and Term of Contract

- 1.1 You may apply for a Service by any method approved by Mytel.
- 1.2 Your Application for Service is accepted when Mytel approves your Application. Mytel may refuse your Application for any reason and without being obliged to provide details of the basis for that decision.
- 1.3 If your Application is approved, Mytel will take steps to provide you with the Service subject to the terms of this Agreement.
- 1.4 Upon approval of your Application a contract is formed and you are bound by this Agreement and any other associated Terms and / or Conditions specific to your chosen Goods and / or Service. This Agreement remains in force until it is terminated in accordance with this Agreement.
- 1.5 You must be over the age of 18 to apply for a Mytel Service.
- 1.6 There may be a time delay between our acceptance of your Application and providing you with the Service. You acknowledge that we are not and will not be responsible for any delays associated with provision of a service, nor any inability by us to provide the Service to you.

2. Amendments to this Agreement

- 2.1 We may at any time in our discretion change this Agreement. However we will not make a variation that could reasonably be expected to adversely affect you without including a notice on, or with, your next bill statement, or by emailing a separate notice to you at least 3 business days before the changes take effect.
- 2.2 This Agreement our term begins when you signup and continues for the period of time until your service is terminated. Should your details change at any time, you must notify us immediately. If you want to discontinue your service, and your account or any of your services are not subject to an unexpired contract term, you must provide us with 30 days notice by fax or post. If you are willing to forgo any unutilized monthly access fees you may terminate your service in less than 30 days.

Standard Form of Agreement

- 2.3 Mytel may amend this agreement at any time without providing notice to you. Your continued use of the Service shall be deemed to be your acceptance of any amendment. You agree to check our website periodically and review any amendment made by us.

3. Notices

- 3.1 Notices under this Agreement must be sent by prepaid ordinary post, by facsimile or by electronic mail and will be deemed given:
- 3.1.1 in the case of posting, three days after dispatch; or
 - 3.1.2 in the case of facsimile and electronic mail, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission.
- 3.2 You must provide written notice of your intention to cancel any Services in accordance with Section 7. Suspension and Termination below.

4. Service Agreements

- 4.1 Mytel agrees to provide you with the Services in accordance with the fees and charges associated with the Plan Terms and Conditions and / or Service Offering.
- 4.2 Whilst Mytel will endeavor to keep fees and charges constant some circumstances such as fluctuations in international exchange rates and changes in pricing by upstream providers are beyond Mytel's control, therefore you should be aware that the terms under which Mytel provides you with Services are subject to change.
- 4.3 Please refer to the pricing section of the Mytel website for updates and/or changes to fees and charges that may relate to your account or associated services.
- 4.4 Mytel will provide you with the required configuration information, Your username, password and other details required for your service. In most cases You are responsible for all equipment and software necessary to access the service, including, but not limited to, a broadband connection to the public internet, a computer (where required), modem/router with available Ethernet Port(s) and any other hardware that may be required.
- 4.5 In some instances Mytel may require that you use Mytel certified hardware or Mytel supplied hardware to connect to Mytel's Services.
- 4.6 Mytel makes all reasonable effort to provide you with the services. However, occasional scheduled maintenance and operational problems may result in some services not being available. Mytel will remedy any service problems as soon as possible, but Mytel is not liable for any loss you suffer because any part of the service is not working.
- 4.7 Service availability cannot be guaranteed, nor can Mytel guarantee that services are of a consistent quality at all times. Mytel is not liable for any loss you suffer because any part of the service is not available or not of a quality acceptable to you.
- 4.8 Mytel provides free phone and email based technical support during business hours. Additional configuration support services and engineering services may also be available in respect of supported hardware and software at additional cost and charged on an hourly rate. Mytel does not attend onsite without charging a fee.
- 4.9 Mytel does not accept Accounts from persons under the age of 18. If you allow a minor to use your Account then you are responsible for supervising their usage.
- 4.10 You are responsible for all use of your Account. You may be provided with access to the Services however you are solely responsible for configuration of equipment at your premises to protect you against computer viruses or other security problems including computer and account hacking.
- 4.11 When using the service, you will ensure that you and others comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including licence conditions, applicable to the services and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service Delivery Point or use of the services may result in immediate termination of the agreement.

Standard Form of Agreement

5. Administration

- 5.1 Mytel operates a 7 day a week helpdesk, excluding Melbourne Metropolitan public holidays. Non Business hours support is only available to customers who have purchased a premium support contract or who have made prior special arrangements with Mytel technical support. If you are experiencing any technical difficulties with your Service, email support@Mytel.net.au. All enquiries related to the administration of your account should go to accounts@mytel.net.au.
- 5.2 Other than in respect of an account cancellation, You may notify us by post, facsimile, phone or email. We may notify You by post, facsimile, phone or email.
- 5.3 You agree to keep Mytel notified at all times of the current contact information including telephone number(s) and e-mail address to which Mytel may send billing and other information.
- 5.4 Mytel makes reasonable efforts to ensure that information on the Mytel website is correct and up to date. However, Mytel does not warrant the accuracy of this material. All information is subject to change without notice.

6. Billing

- 6.1 Fees and charges applicable to your service will commence from the date Your Account is active with Mytel. You will be billed for all services provided to You during the contract term or any part thereof until Your Account is cancelled. Cancellation of a service before the end of a billing period will not result in a credit for the unused portion of access fees or minimum spend.
- 6.2 You must pay for all hardware and services charges (and taxes) together with any additional charges that are applicable to Your Service.
- 6.3 All portions of Usage are billed for. Unused Usage monthly allocations are not transferable to consecutive months.
- 6.4 Any Setup Fee is processed upon acceptance of your application and is non-refundable.
- 6.5 Any Payment Due is payable in accordance with the due date specified on the invoice. Where no due date or payment terms are specified, the default payment term is 7 days from date of issue.
- 6.6 Bill statements are sent by email to the registered email address on the account, and are in the form of a Tax Invoice as required by the Goods and Services Tax Legislation.
- 6.7 Monthly account fees are billed for in advance. Charges for Usage and other account features are then billed in arrears, unless otherwise stated.
- 6.8 Unless otherwise stated, Bill Statements are calculated at the monthly account anniversary. All Usage and Service Fees for the statement period are tallied and invoiced. Any Excess Usage fees are tallied and will appear on the Bill Statement for the subsequent statement period.
- 6.9 Usage Charges relating to calls are based on the rates current on the Mytel website.
- 6.10 You are responsible for all Fees incurred through the use of your account, regardless of the source of Usage. The Customer will be responsible for and liable to pay all applicable charges relating to the Service, whether such use was made by: a) The Customer; b) Another person with or without your knowledge or consent.
- 6.11 You authorize Mytel to charge for the Service(s) by any means you have previously provided including, but not limited to, use of any of the debit card(s), credit card(s) and / or bank account(s) for direct debit.
- 6.12 If Your Account, or any component thereof or service billed on your account, has a Minimum or Fixed Contract period, once the Contract period has expired, it will be self renewing on a monthly basis unless otherwise specified.
- 6.13 If you provide a credit card or direct debit details, we will deduct the payment for your monthly bill statement on the invoice due date. At least 30 days notice is required if you do not want a payment to be charged against an existing credit card or deducted from a nominated bank account.
- 6.14 Any unpaid monies owing to Mytel may be referred to a collection agency.

Standard Form of Agreement

- 6.15 Any Defined Abuse that causes significant network issues to Mytel may result in charges to You for Mytel's engineering and/or administration time.
- 6.16 Unless otherwise stated, Invoices for business services may be paid by Bank Transfer, Direct Debit, cheque or Credit Card whilst residential services must be paid by Direct Debit or Credit Card only.
- 6.17 Dishonoured cheques will incur a \$30.00 administration Fee
- 6.18 A late fee of \$10.00 or 5% of the invoice total will be incurred by You if for any reason we have not received Your payment in accordance with our payment terms or have been unable to debit your Credit Card or nominated bank account; this includes but is not limited to delays because of insufficient funds, expired, lost or stolen Credit Cards. Whilst we may choose to attempt, by various means such as email or telephone, to contact you prior to charging late fees, the onus remains with you to notify us of any of these changes prior to the invoice due date.
- 6.19 Subject to approval, a business customer may pay for services other than by Credit Card however if payment has not been received by the due date on the invoice, or within 14 days of invoice issue, a late payment fee will be applied to your account and Your Services may be restricted.
- 6.20 We may ask you to pay a security deposit or prepay for some or all of the service charges, in order to receive or continue receiving your service. You are still required to pay us your monthly charges.
- 6.21 You may elect to change the plan for a Mytel extension. If you upgrade your plan, the change will be made immediately and any increased access charges will be billed for the entire month. If you downgrade your plan, then the changes will occur on the next anniversary of the creation of the Mytel extension.

7. Suspension and Termination

- 7.1 You may Terminate Your Account with 30 days notice in writing, subject to the following:
- i) If You wish to Terminate Your Account You may do so by completing the Account Cancellation form and returning to Mytel by post, email or fax. The Account Cancellation form is available on request from the Mytel Accounts Department.
 - ii) If You Terminate Your Account and your account has a positive balance, no refund is payable;
 - iii) If Your Account has a fixed Contract period, service cancellation within the Contract period will incur an Early Termination Fee. A Mytel representative can provide you with an Early Termination Fee quote on request, this will be in writing and sent to you by email, post or fax. Upon cancellation, any excess charges are payable immediately.
 - iv) If You request to terminate Your account, You must have no outstanding amounts owing otherwise your account will still be chargeable, notwithstanding that service may be suspended during this period of non-payment.
- 7.2 Mytel may initiate Restriction or Suspension of Your Service if any Payments Due are not paid to Mytel by the due date, or if we suspect Fraudulent Activity is occurring on your account, or for any other reason that we deem reasonable. The following will occur:
- i) Your phone service will be restricted or suspended until payment is received; and
 - ii) A recorded audio message will be broadcast on all outbound calls notifying You of the Restriction or Suspension and requesting You to contact the Mytel Accounts Department; and
 - iii) A late payment fee will be imposed; and
 - iv) If a Suspended Account remains unpaid after a reasonable period as Mytel may permit, the Account will be closed, and the outstanding amount referred to a collection agency.
 - v) Full service will be restored once Payments Due have been received by Mytel.
 - vi) A reinstatement fee may be imposed to your account upon service restoration.

Standard Form of Agreement

- 7.3 Mytel may suspend your Service(s) while investigating any complaint of criminal behaviour or Defined Abuse on Your part. Mytel will monitor or limit the service as required by the lawful direction of a competent law enforcement official.
- 7.4 Mytel may initiate Termination of Your Service for Defined Abuse, Illegal Activity or Suspected Fraudulent Activity and the following will occur:
- i) Mytel will notify you at the time of Termination;
 - ii) Mytel will have the right to levy a reasonable Fee for any costs incurred as a result of the Defined Abuse, Illegal Activity or Suspected Fraudulent Activity.
- 7.5 Mytel is not responsible for any loss incurred as a result of Your Account being restricted, suspended, terminated or closed.

8. Disputing

- 8.1 If you wish to dispute any matter related to the Service(s) provided by Mytel, You can make a formal complaint in writing to a Mytel customer service officer.
- 8.2 If you dispute the calculation of any Payments Due, You are required to pay the outstanding amount, with a refund being made in the event that your dispute is accepted. Mytel will inform you of the results of the dispute.
- 8.3 In the event that Mytel determine that You are eligible for a refund of a fee or charge, Mytel will provide the refund to your account as a credit. If your account has been cancelled, the refund will be provided by cheque. Fees and charges older than 6 months are not eligible for refund.
- 8.4 If you dispute the calculation of any Payments Due, You may request a detailed Usage record. The cost of preparing a detailed Usage record is \$80 per hour, with a minimum \$80 charge. However, if the dispute returns in your favour, there will be no detailed Usage record Fee.
- 8.5 Mytel is committed to resolving customer complaints quickly and in a satisfactory manner. If you have a complaint, we request that you refer to our customer complaint handling procedures located on the Mytel website and contact Mytel using the contact details located on the Website. If your complaint is not resolved at the first point of contact, that is, within the department your complaint relates to, you may have the complaint reviewed at a higher level by emailing sales@mytel.net.au or via the website <http://www.mytel.net.au/contact.php>. If you are not satisfied with Mytel's review and response to your complaint you may either contact the Office of Fair Trading in your state or territory, or as a last resort, the Telecommunications Industry Ombudsman.

9. Third Parties

- 9.1 To the fullest extent permitted by law You release and indemnify Mytel and its suppliers from all liability, loss, expenses, damages and costs incurred, (including liability from third party claims) arising from or in connection with any possible disruption or cancellations of telephone, DID, WAN, data or other service provided by Mytel to You.

10. Security of Information

- 10.1 Mytel will protect your privacy and will ensure that your full name, password, payment, personal, and contact details are not disclosed to third parties except as necessary to provide your service or specifically permitted or required by law.
- 10.2 Mytel does not guarantee or warrant the security of any data that is transmitted between Mytel Users or via any of the Mytel Services, regardless of whether the data represents voice, fax broadcasts, text messages or any other form of communication.

11. Caller Line Identification Presentation (CLIP)

- 11.1 Section 11 applies to all accounts with the CLIP option selected.

Standard Form of Agreement

- 11.2 Mytel may, at times, route your call or calls via a carrier who does not support CLIP for reasons of network maintenance, server outage or other related reasons.
- 11.3 Mytel reserves the right to route untimed calls regarded as likely to exceed normal business use via a termination service which may not support CLIP.

12. Services Availability

- 12.1 Section 12 applies to all accounts with a telephony Service.
- 12.2 You acknowledge that although We will take all reasonable steps to ensure you receive the telephone service all of the time, the telephone service is not free from faults or interruptions. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the telephone service at certain times.
- 12.3 Call rates are subject to change at any time however we will notify you when these changes occur and billing based on the new rates will commence from that notification.
- 12.4 Where you are receiving a discounted rate for a service that is bundled with a telephone service, in the event that the telephone service is terminated or suspended, you will be charged the normal retail price for that service from the date that the telephone service ceases.

13. Integrated Public Number Database (IPND)

- 13.1 Your Service(s) is supplied to you with a public number and we, like other suppliers, supply your name, address, phone number and certain other details to a database known as the Integrated Public Number Database (IPND). The IPND is used for purposes including to publish public number directories, provide directory assistance, operate emergency call services, assist law enforcement agencies and safeguard national security.
- 13.2 You agree to keep Mytel notified at all times of the current physical address at which you utilize the Service(s) for purposes related to the Integrated Public Number Database (IPND).
- 13.3 The IPND is maintained by Telstra. We will not be responsible for any breach by Telstra of its obligations in relation to the IPND, including any publication or disclosure by Telstra of IPND data in public number directories or directory assistance contrary to any instructions given by you.

14. Passwords

- 14.1 Your password is the means by which you secure your account from unauthorised usage. Your password is known to Mytel and our staff for the sole reason of helping you with access problems and will not be disclosed to any person by Mytel staff without your consent. Please note that your password is a shared secret with Mytel, and it is in Your interests to change the password regularly (on specified Accounts).
- 14.2 You must use a secure password and ensure that this password is not disclosed to any unauthorised person.

13. Mytel Intellectual Property

- 13.1 Mytel is the owner or licensee of all industrial and intellectual property rights which may subsist in the Mytel services (including but not limited to softwares, text, graphics, logos, icons and sound recordings) and you do not gain any such rights simply because of this agreement, or by accessing the Service;
- 13.2 You may not in any form or by any means adapt, reproduce, communicate, store, distribute, print, display, perform, publish or create derivative works from any part of the Intellectual Property without Mytel's written permission or, in the case of third party material, from the owner of copyright in that material.

14. Refund Policy

Our refund policy is as follows:

- 16.1 If we terminate this Agreement under Clause 7.2, 7.3 or 7.4, you will not be entitled to a refund in respect of the Good(s) and/or Service(s);

Standard Form of Agreement

- 16.2 If you validly terminate this Agreement as a result of our breach, your only remedy (see Clause 16 which sets out the limitations on our liability) will be:
- 16.2.1 In respect of Service(s), a refund for the Service(s) for which you have paid in advance but which have not been supplied by us, calculated at the applicable monthly rate; and/or
- 16.2.2 In respect of Good(s), a refund of the amount you have paid for the Goods;
- 16.3 If you request a change to your service or cancellation of your Service(s) on a date other than the anniversary date for that Service(s), no refund for the unused portion of monthly fee for that Service(s) will apply.

15. Technical Support

- 17.1 Our Services include technical support services during commissioning of the Services.
- 17.2 Once you have successfully connected to the Internet through us and/or gained any additional Services you have purchased from us, we have fulfilled our support obligations to you.
- 17.3 Additional support may be provided, although it may be at an additional cost to you in the event that the reported problem is due to faults in your software or hardware. We cannot provide free support for faults that are outside our system or that do not relate to the Supplies.
- 17.4 You can report a fault or request technical support by emailing support@mytel.net.au or by phoning 1300 36 00 89. Support hours are stated on the Mytel website. Outside support hours, technical support is available for emergency issues only.

16. Liability

- 18.1 Mytel does not accept any liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond Mytel's reasonable control.
- 18.2 Mytel waives any of its rights under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 18.3 If any of these terms and conditions is held to be invalid, unenforceable or illegal for any reason the remaining terms and conditions shall nevertheless continue in full force.
- 18.4 You indemnify and agree to keep indemnified Mytel from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to your use of the Service. This indemnity is a continuing obligation separate from your other obligations under the Contract and will continue despite termination of the Contract for whatever reason.
- 18.5 Advice from Mytel's staff and representatives is given in good faith but Mytel does not represent that its staff or representatives are experts in the operation of your hardware or software and you must act on any advice given at your own risk.
- 18.6 Any hardware & software supplied to you has been provided in good faith by Mytel. Prior to installing any hardware or software you should verify that it is compatible with your computer hardware and software. Mytel does not warrant that the hardware or software will be compatible or defect free and you agree to install and use the hardware or software entirely at your own risk.

17. Customer Service Guarantee Waiver

- 19.1 Mytel offer significantly lower call costs to those charged by traditional telephone network operators, whilst providing You with access to a free telephone support service. To allow us to offer you competitive pricing whilst maintaining a high standard of customer support services we ask that you waive certain rights you have under the Customer Service Guarantee (CSG) (also known as Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2)).
- 19.2 By submitting your Application for the Service(s) to us you will be deemed to have waived your rights and protection afforded by the CSG, unless you notify us within 7 days of submitting your Application that you no longer wish to waive those rights. If you notify us within the 7 day period, we may refuse to accept your Application and decline to provide the Service(s) to you.
- 19.3 The Protection and Rights you agree to waive are:

Standard Form of Agreement

- 19.3.1 Damages for breach of performance standards, Time for payment if damages for breach if performance standards and Right of Contribution as per section 116, 117A and 118A of Parts 5 Telecommunication (Customer Protection and Service Standard) Act 1999 (Commonwealth) [The Act].
- 19.3.2 Guaranteed maximum time period within which a connection shall occur, as per the CSG.
- 19.3.3 Guaranteed maximum time period within which a rectification of service fault(s) shall occur, as per the CSG.
- 19.3.4 Your right to the provision of information under the CSG. The CSG requires that Carriage Service Providers, at least every two years, give a written statement to each customer about the performance standards that apply to supply of specific services, the obligations of the provider under those standards, the customer's entitlements to damages under the Act for contravention of the performance standards, and on request, provide information to the customer about performance standards.
- 19.3.5 Your right to rely upon a predetermined timetable for Making and Changing Appointments under the CSG. The CSG requires carriage service providers make appointments with customers at times that are convenient for the customer, make appointments with customers that are either for a particular time of the day or to nominate a five hour period during which the appointment will occur, and change appointments by giving at least 24 hours notice or by obtaining the agreement of the customer to the change.
- 19.4 By agreeing to waive your protection and rights afforded by the Customer Service Guarantee you will not be able to claim compensation from us for any failure by us to meet prescribed performance standards.
- 19.5 Should you choose to notify us of your intent to rescind this agreement, we reserve the right to decline to provide you with a Service(s).

18. Assignment

- 20.1 Your rights and obligations under this Agreement shall not be assigned, sold, delegated, alienated, transferred or otherwise disposed of without our consent.

19. Severability

- 21.1 The parties to this Agreement agree that if any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.

20. Compliance with Laws

- 22.1 We must comply with the Telecommunications Act 1997 and other laws and directives under state or federal laws including without limitation those issued by state or federal law enforcement agencies that have jurisdiction over the use of Internet services. We will cooperate with law enforcement agencies and other service providers to control and prevent unacceptable behaviour and may implement automated mechanisms to prevent behaviour which is or may be in breach. This may include removing any content or closing or suspending your account. It may also include disclosing personal information or any other information or data held by us about you in accordance with our Privacy Policy, and/or disclosing any other information or data held by us in, or in relation to, your account provided that:
 - 22.1.1 We have reason to suspect that unlawful activity has been, is being or may be engaged in, and we disclose this information as a necessary part of our investigation of the matter or in reporting our concerns to relevant persons or authorities; or
 - 22.1.2 We are required or specifically permitted by or under law to provide this information to an authority or person that is duly authorised to request it; or
 - 22.1.3 A court order compels us to disclose this information to a specified recipient; or
 - 22.1.4 We are otherwise required or specifically permitted by law to disclose this information.

Standard Form of Agreement

21. Governing Law

- 23.1 This Agreement is governed by the law in force in the State of Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and courts of Appeal when determining any dispute concerning this Agreement.