

1. About this document

This is Commander's Standard Form of Agreement under section 479 of the Telecommunications Act 1997, called our 'SFoA'.

2. Commander

A reference to 'Commander' or 'we' means M2 Commander Pty Ltd (ABN 85 136 950 082) of Level 10, 452 Flinders Street, Melbourne, Victoria, 3000, the company that supplies a telecommunications Service to you.

Commander is a wholly owned subsidiary of Vocus Group Limited (ABN 96 084 115 499).

3. Your Customer Contract

The 'Customer Contract' is made up of:

- (a) the Business Application Form;
- (b) the CIS of any Plan you select;
- (c) this SFoA;
- (d) any Service Schedule for a Service; and
- (e) the Schedule of Fees and Charges.

To the extent that there is any inconsistency between the documents in clause 3, the CIS will apply to the extent of the inconsistency, followed by this SFoA, the Business Application Form, any Service Schedule and then the Schedule of Fees and Charges.

4. Peak & Off-peak

- (a) A Plan may specify certain days and/or times as 'peak' or 'off-peak', and we may bill you for these periods.
- (b) Different Charges, entitlements or terms may apply in peak and off-peak periods. The Plan will indicate how that applies in each case.

5. Periodic entitlements

- (a) A Plan may include the right to use a certain amount of a Service during a certain period referred to as periodic entitlements.
e.g. A mobile plan might let you use a certain amount of data each month.
- (b) Unused periodic entitlements do not carry forward and are not redeemable for cash or other credit.
- (c) If you exceed the periodic entitlement, further Charges may apply, or a Service may be limited in some way. Your Plan will include these details.

6. Acceptable Use Policy

- (a) You must comply with the Acceptable Use Policy, available [here](#).
- (b) An Acceptable Use Policy will be directed against extreme, abusive, antisocial, illegal and/or highly unreasonable use of a Service.

7. Operational Directions

You must follow our reasonable directions in relation to the safety, security or reliability of Facilities, compliance with Law or dealing with an emergency. We will only give such directions as and when reasonably necessary.

8. Partner Requirements

- (a) Telecommunications services, including many of our Services, are commonly provided via Partner Facilities.
- (b) Partners often have their own requirements for the use of their Facilities, and we may only be permitted to provide Services to you subject to such requirements.
- (c) You must comply with any applicable Partner requirements.

9. Fixed terms

A Plan may specify a particular, fixed or minimum term. If so:

- (a) A Customer Contract for the Plan is a contract for at least that term.
- (b) It terminates at the end of that term if you or we give 30 days' termination notice unless it is renewed for a further fixed or minimum term.
- (c) If neither of us gives a termination notice, or a Customer Contract is renewed for a further fixed or minimum term, it becomes month-to-month after that term.

10. Month-to-month, casual or 'no contract' terms

If a Plan or contract is described as 'month-to-month', 'casual' or 'no contract' or similar, you or we may terminate it on 30 days' written notice.

11. Bundles equipment

- (a) Under some of our Plans, you will be supplied with Equipment (e.g. a mobile handset or modem) without paying its full purchase price on delivery ('Bundled Equipment')
- (b) Bundled Equipment may be:
 - (i) free – in which case we absorb its full cost;
 - (ii) amortised – in which case you pay \$0 up front and we recoup the cost from you as part of Charges over a fixed term; or
 - (iii) subsidised – in which case we absorb part of the cost and pass the balance on to you, either by cash or amortised payment.

12. Australian Consumer Law

- (a) Under Australian Consumer Law, consumers (as defined in the law) have the benefit of certain conditions and warranties:
 - (i) that cannot be excluded; and
 - (ii) where the consumer's rights in the case of a breach cannot be limited by your Customer Contract or can only be limited to a certain extent.
- (b) Your Contract never operates to exclude Australian Consumer Law or to limit your remedies for breach of them (in a way not permitted by law).

13. Application for service

- (a) You must comply with any application form or process we require for us to provide the applicable Service.
- (b) All information you provide in connection with an application must be true, correct, complete and not misleading.
- (c) In addition to Services we provide on our network, Commander supplies telecommunications services through a number of wholesale service partners:

nbn co.

Phone: 1800 687 626

Mail: Tower 5, Level 14 727 Collins Street Docklands VIC 3008 Australia

Telstra

Phone: 1300 368 387

Mail: Locked Bag 5639 Melbourne VIC 3001

Optus

Phone: 1300 727 414

Mail: 1 Lyonpark Rd, Macquarie Park NSW 2113

14. Your Application and Service

- (a) We do not have to accept a Business Application Form.
- (b) If you take any step (e.g. terminating a service from another supplier), prior to us confirming that we can and will provide a Service, you do so solely at your own risk.
- (c) We will commence a Service in accordance with applicable laws and as soon as reasonably practicable after the Customer Contract Date.
- (d) We may provide a Service using Commander Facilities and/or third-party Partner Facilities, from time to time. Together, we call those Facilities the 'Network'.

15. Relevant dates

- (a) The date when you complete a Business Application Form is the 'Application Date'.
- (b) The date when we confirm that we can and will provide a Service is the 'Customer Contract Date'.
- (c) The date when we notify you that a Service is available for use (or the date you first use the Service, if that is earlier) is the 'Service Start Date'.

16. End Users

- (a) Unless we appoint you in writing as a reseller or wholesale customer, you must not share, resell, or resupply a Service for remuneration or reward.
- (b) A person who makes use of a Service with your consent or from your premises or using your equipment or log-in password is your 'End User'.
- (c) The acts and omissions of your End Users with respect to a Service are deemed to be your acts and omissions.
- (d) You must ensure that your End Users do not do (or omit to do) anything that would breach your Customer Contract if done (or not done) by you.

17. Using a Service

- (a) When using a Service, you must comply with:

- (i) your Customer Contract; and
- (ii) any applicable laws, regulations, mandatory standards and industry codes and with the requirements or directions of any Regulator ('Law').

- (b) You must not use a Service:
 - (i) to facilitate the provision of broadband to multiple premises, (such as an apartment building, shopping centre, business park, or residential/retirement village) and use that service to facilitate the provision of broadband to multiple Premises within that multi-Premises site; or
 - (ii) in breach of any Law or third-party rights; or to produce online material that is in contravention of any Australian State, Territory, or Commonwealth law, including the Online Safety Act 2021.

18. Telephone numbers

- (a) In connection with a Service, you may be allocated telephone numbers.
- (b) We must comply with the Telecommunications Numbering Plan 2015 ('the Numbering Plan'), which sets out rules for issuing, transferring, and changing telephone numbers.
- (c) You have no claim against us arising from anything we do in compliance with the Numbering Plan, including changing or withdrawing a previously allocated number.
- (d) You must not knowingly and deliberately:
 - (i) do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it, or
 - (ii) relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the Law permits.
- (e) You do not own any number allocated to you, and (except where Law permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Customer Contract ends.

19. IP addresses, email addresses and domain names

- (a) In connection with a Service, you may be allocated IP addresses, domain names or internet identifiers.
- (b) These internet identifiers are licensed, controlled, and administered not by us but by independent authorities. These authorities make, and may change, their own rules and regulations that bind us and you.
- (c) We are not responsible for anything done or required to be done, by these authorities.
- (d) You do not own any internet identifier allocated to you, and (except where the rules of the relevant authority permit you to transfer an internet identifier to another service provider) you have no right to retain them when your Customer Contract ends.

20. Dynamic IP addresses

- (a) Unless your Service specifies a static (i.e. non-changing) IP address we may provide it using dynamic IP addresses that change periodically.
- (b) The periodic changing of dynamic IP addresses is normal network behaviour and not a fault.
- (c) It may be difficult or impossible to operate an internet server (e.g. a mail server or a web server) using a Service with a dynamic IP address. If you intend to operate such a server, you should use a Service with a static IP address. You can also discuss your requirements with us directly.

21. Required Equipment

Internet

For your internet service you need a nbn or ADSL connection box, a compatible modem and telephone handset. You may

opt for a Commander supplied modem or source your own third-party equipment. If you choose to use your own equipment, Commander may only be able to provide limited support.

The nbn connection box remains the property of nbn co. Non-return fees may apply.

Mobile and Mobile Broadband

For your mobile service you will need a 4G compatible mobile device. You may opt for a Commander supplied mobile device or source your own.

Office Phone

For your PSTN service an active telephone line and a telephone handset is required to use this service. For your VoIP service an active internet connection and VoIP compatible handset may be required to use this service. If you signed up for the Commander Phone Service prior to November 5th 2020, the Commander Phone Service handset/s supplied by Commander and any accessories remain the property of Commander. The supplied hardware must not be tampered with or modified. The supplied equipment must be returned within 30 days if your service is cancelled for any reason during the service relationship.

If you signed up for the Commander Phone Service on or after November 5th 2020, the Commander Phone Service handset/s and accessories will become your property by either paying for them upfront or at the end of the agreed term of your contract. If you leave Commander within the agreed term, we will charge you a once-off outright charge for the equipment we provide to you.

22. Supplied Equipment

- (a) You assume risk in any Equipment we supply to you upon delivery.
- (b) We or our Partners or other third parties retain title to Equipment supplied to you:
 - (i) for Equipment rented or loaned to you – at all times;
 - (ii) for Bundled Equipment, until completion of the fixed term; and
 - (iii) for any other Equipment – until full payment has been made (as may be applicable under the terms of your Plan).
- (c) While we or our Partners retain title to Equipment, you hold it in a fiduciary capacity as bailee for us.
- (d) We or our Partners retain all intellectual property rights in any software, manuals or user documentation supplied with Equipment.
- (e) If you use in connection with a Service any Equipment we have not approved or provided:
 - (i) it must comply with all applicable technical and interconnection standards and requirements, including those set by its supplier or the manufacturer;
 - (ii) you are responsible for ascertaining what those technical and interconnection standards and requirements are, since we will not be familiar with the Equipment; and
 - (iii) we will not be liable to you for any losses or expenses you incur in relation to your use of the Equipment, except to any extent we cause or contribute to it by:
 - our negligence, or
 - our breach of Australian Consumer Law.

23. Substituted Equipment

- (a) On occasions, stock of advertised Equipment may become unexpectedly unavailable. In that event we may supply substitute Equipment that is substantially equivalent to the original Equipment.
- (b) On occasions, advertised Equipment may not be technically suitable for your situation. In that event we may supply substitute or modified Equipment that is more suitable and will give you prior notice of such substitution.

24. Delivery of Equipment

- (a) We will try to deliver Equipment to you on the delivery date ('Delivery Date') and at the address ('Site')

indicated on your Business Application Form during normal business hours in that area.

- (b) Variations at your request to Delivery Date or Site:
 - (i) are at our discretion; and
 - (ii) may be subject to conditions, including extra Charges.

25. Installation and connection of Equipment

- (a) We may expressly agree to install or connect Equipment.
- (b) We will install the Equipment at the Site within a reasonable time after the Delivery Date to connect you to the Service during normal business hours in that area. You must provide us with safe access.
- (c) You must prepare the Site for the installation (in accordance with any directions or specifications issued by us) at your own expense, including providing:
 - (i) appropriate electricity supply;
 - (ii) appropriate electrical and mechanical fittings;
 - (iii) appropriate environmental conditions;
 - (iv) a secure location for the Equipment, including if applicable a suitable point for mounting an external satellite dish without obstructions;
 - (v) all relevant facilities for the location of the Equipment;
 - (vi) access to all relevant personnel including your technical personnel; and/or
 - (vii) where relevant, permission for us and our representatives and agents to enter the Site and install the Equipment including making any minor physical modifications reasonably necessary for the purpose.
- (d) You warrant that as at the date of installation and connection to the Service, you will have notified any relevant parties and obtained all relevant consents for us to enter the Site, install Equipment and connect you to the Service.
- (e) If installation must be rescheduled because you breach this clause, we may make a reasonable Charge for our additional costs.

26. Installation Charges

- (a) We will charge you installation Charges as stated (or indicated by) in your Customer Contract.
- (b) If we find that installation will be more costly because of factors beyond our reasonable control, we may decline to proceed with installation unless you agree to the revised Charges.
- (c) If you cancel prior to the nbn service being delivered nbn will charge cancellation fees, these can be found on our Schedule of Fees and Charges. In these circumstances, we will pass this expense to you.
- (d) Our installation Charges are calculated on the assumption that installation will not create unreasonable expenses for us. In certain circumstances we will encounter additional expenses once installation has commenced, which we had not anticipated, in this circumstance we will pass this additional expense on to you. If this happens, we will not continue installation unless you agree to the revised Charges.

27. Additional Equipment services

- (a) You may ask us to supply additional services in relation to Equipment including without limitation, repairs.
- (b) If we agree to provide additional services, we will charge on a time and materials basis at our standard rates at the time.

28. Lost, stolen and damaged Equipment

- (a) You are responsible for any lost, stolen and damaged Equipment owned by us, except if it is caused by us or our personnel.

- (b) You must pay for Equipment that is lost, stolen or damaged, except if it is caused by us or our personnel.

29. Return of Equipment

- (a) On the termination of your Customer Contract for any reason, you must immediately return any Equipment owned by Commander. We will let you know when you terminate if there is Equipment that needs to be returned. If you fail to return the Equipment, you may be liable.
- (b) An NBN service delivered over HFC or FTTC may require a nbn connection box (NCB) which will be shipped to you at no charge. If you do not connect your service with Commander and do not return the NCB within 30 days, a charge will be applied to your account.
- (c) If you purchased a Commander Phone Service after November 5th 2020 and you purchased your handsets outright, or you finished paying your monthly repayment options as part of your Customer Contract, you own the handset and are not required to return it to us.

30. Statutory Guarantees – consumer goods

If we supply you with goods of a kind ordinarily acquired for personal, domestic or household use or consumption, you may have the benefit of guarantees set out in Part 3-2, Division 1, Subdivision A of the Australian Consumer Law, which will apply to your Service.

31. Statutory Guarantees – consumer services

If we supply you with services of a kind ordinarily acquired for personal, domestic or household use or consumption, you may have the benefit of guarantees set out in Part 3-2, Division 1, Subdivision B of the Australian Consumer Law, which will apply to your Service.

32. Statutory Guarantees – goods under \$100,000

If we supply you with goods that cost under \$100,000 but are not of a kind ordinarily acquired for personal, domestic or household use or consumption, you may have the benefit of statutory guarantees set out in clause 30 but our liability for breach of those guarantees is limited to:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired, unless you can demonstrate that it is not fair or reasonable for us to rely on this clause 32.

33. Statutory Guarantees – services under \$100,000

If we supply you with services that cost under \$100,000 but are not of a kind ordinarily acquired for personal, domestic or household use or consumption, you may have the benefit of the guarantees set out in clause 31 but our liability for breach of those guarantees is limited to:

- (a) supplying the services again; or
- (b) payment of the cost of having the services supplied again, unless you can demonstrate that it is not fair or reasonable for us to rely on this clause 33.

34. Service Level Agreements

If a Service or a Plan includes a Service Level Agreement ('SLA'):

- (a) we are liable for any remedy or rebate allowed to you under the SLA; and

- (b) subject to the terms in this Customer Contract, and to the express terms of the SLA, our liability for breach of the SLA is limited to such remedy or rebate.

35. Exclusion of implied terms and limitation of liability

- (a) Any representation, warranty, condition or undertaking that would be implied in your Customer Contract by legislation, common law, equity, trade, custom or usage or otherwise is excluded from your Customer Contract to the fullest extent permitted by law.
- (b) We do not warrant or represent the performance, accuracy, reliability or continued availability of the Services or Facilities or that the Services or Facilities will operate free from faults, errors or interruptions.
- (c) Neither party is liable for:
 - (i) economic loss;
 - (ii) business interruption;
 - (iii) loss of revenue, profits, actual or potential business opportunities or contracts;
 - (iv) anticipated savings;
 - (v) loss of profits;
 - (vi) loss of data;
 - (vii) indirect or consequential loss;
 - (viii) an act or omission by a party for whom we are not responsible in law;
 - (ix) a fault in or failure of a Facility we do not control or operate;
 - (x) any Loss arising from circumstances beyond our reasonable control; or
 - (xi) our failure to continue to provide the Services to you for any reason whatsoever.
- (d) Otherwise, each party's maximum aggregate liability, in connection with or arising out of your Customer Contract or the Service (whether pleaded in contract, tort, breach of statutory duty or on any other basis, whether arising from acts or omissions, and whether in relation to damage or loss the risk of which we were or should have been aware) is limited to the aggregate Charges paid or payable by you to us for the first three months of your Customer Contract.

36. Liability of our Partners

You release our Partners from any liability to you, whether in contract, tort (including negligence) or otherwise, in relation to any Service or any delay in providing or any failure to provide a Service to you.

37. Your liability to us – General

- (a) You must pay us all Charges and other amounts due under your Customer Contract.
- (b) You must pay us the fair value of any Equipment that you fail to return to us when required.
- (c) You must pay us fair compensation for any damage to Equipment you return to us. Fair wear and tear do not count as damage.
- (d) Your obligations under this clause survive termination of your Customer Contract.

38. Your liability to us – (alleged) illegal use, etc

- (a) You must make good our loss and reimburse our expenses where:
 - (i) your Service is actually or allegedly used in a way that breaches any law or infringes the rights of any third party; and
 - (ii) we suffer loss or reasonably incur expense as a result.

39. Maintenance and faults

- (a) **Maintenance**
 - (i) From time to time, the Network requires maintenance that may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.

(b) **Reporting faults**

- (i) You may report faults in relation to a Service or the Network by contacting our call centre during its operating hours.
- (ii) Before reporting a fault, you must take all reasonable steps to ensure that the fault is not caused by equipment which is not part of the Network.
- (iii) You must not report a fault directly to one of our Partners unless we ask you to do so.
- (iv) If you report a fault that turns out to be a 'false alarm', or not to relate to the Network, we may make a reasonable charge for our effort and expenses in responding to your report.

(c) **Repairing faults**

- (i) We will use reasonable efforts to repair faults in Commander Facilities within a reasonable period.
- (ii) We will use reasonable efforts to have our Partners repair faults in Partner Facilities within a reasonable period.
- (iii) You are responsible for maintaining and repairing your own Equipment (except where we supplied it and you have warranty rights in relation to a fault).

(d) **Disclosure in respect of repairs**

- (i) If we accept a warranty claim from you and arrange for the repair of your Equipment, you acknowledge and agree that:
 - if your Equipment is capable of retaining user generated data (for example, stored messages, emails, contact lists, phone numbers, software and applications etc), the repair of the Equipment may result in the loss or data; and
 - equipment presented for repair may be replaced by refurbished Equipment of the same type rather than the defective Equipment being replaced.

(e) **Cost of repairs**

- (i) If you cause a fault or damage to the Network, we may charge you the reasonable cost of repairing it.

40. **General power to vary your Contract**

We may vary your Customer Contract from time to time but:

- (a) Variations do not have retrospective effect.
- (b) If a variation could be reasonably expected to materially and/or adversely affect you, we shall give you reasonable notice, having regard to:
 - (i) the nature of the variation; and
 - (ii) the means by which notice is to be provided; and
 - (iii) the length of time remaining before the variation is to occur; and
 - (iv) any other matter that is reasonably relevant.

41. **Contract variations**

- (a) If a variation results from an amendment to our agreement with a Partner whose service, we resell to you:
 - (i) We shall give you written notice of the variation.
 - (ii) We shall give the notice (a) by delivering it in person or by (b) pre- paid post to your address in the our records or (c) by email, with your prior consent or (d) by including the information on or in a bill, including electronically where you have consented to receiving an electronic bill.
 - (iii) We will also offer you the right to terminate your Customer Contract within 42 days of the date of the notice without incurring charges other than:
 - usage or network access charges to the date your Customer Contract ends; and
 - outstanding amounts for installation of Equipment; and
 - outstanding amounts for Equipment that is compatible with other suppliers' services.
- (b) If a variation results from an increase in the price we are charged by a third-party supplier of content or premium service that we resupply to you:
 - (i) we will give you reasonable notice of the change if you have used the service within the previous 6 months; and
 - (ii) you may elect to not use that service without attracting any additional Charges.
- (c) in any other case:

- (i) We shall give you at least 21 days written notice of the variation.
- (ii) We shall give the notice (a) by delivering it in person or by (b) pre-paid post to your address in our records or (c) by email, with your prior consent or (d) by including the information on or in a bill, including electronically where you have expressly consented to receiving an electronic bill.
- (iii) We will also offer you the right to terminate your Customer Contract within 42 days of the date of the notice without incurring charges other than:
 - usage or network access charges to the date your Customer Contract ends; and
 - outstanding amounts for installation of Equipment; and
 - outstanding amounts for Equipment that is compatible with other suppliers' services.

42. When variations take effect

Contract variations take effect:

- (a) at the end of any applicable notice period; or
- (b) if no notice period applies, immediately.

43. Customer transfers

(a) Transfer to us

- (i) If you wish to transfer from another supplier to us, you must first check whether your contract with your current supplier imposes any restrictions or costs of doing so.
- (ii) By making an application for Service, you instruct and authorise us to arrange with your current supplier to transfer the Service to us, and authorise us to act on your behalf with your current supplier to transfer the Services to us.

(b) Transfer from us

- (i) If you transfer a Service to another supplier, you must pay our Charges that accrue before completion of the transfer.

44. Charges & payment

- (a) Charges are detailed in the Schedule of Fees and Charges.
- (b) Our prices are as stated in your Plan.
- (c) Our current prices at any time are referred to as our 'Price List' or 'Rate Sheet'.
- (d) We may vary the Charges or add new Charges from time to time.

45. Spot priced Services

- (a) We may designate a Service as a spot priced Service.
- (b) Spot priced Services will consist of resupplied or rebilled Services where our buy price or other third-party charges can vary with little or no notice.
- (c) International telephone calls and international roaming are spot priced Services.

46. Special Promotions

- (a) We may offer Special Promotions to you, on particular terms.
- (b) The particular terms of the Special Promotion will prevail to the extent of any inconsistency with other parts of your Contract.

47. Bundled Plans

- (a) We may offer a group of Services as a package ('bundle') for discounted total Charges (compared to the total Charges that would apply if you acquired the same Services not as a bundle).
e.g. We might offer bundled 'Office phone + Internet Access for \$95 a month' where our Charges for the

individual Services would be \$99 a month.

- (b) Each Service in a bundle is subject to a separate but dependent contract.
- (c) If you stop acquiring any Service in a bundle:
 - (i) You have 'broken' the bundle, and
 - (ii) We may bill you non-discounted Charges for the remaining Service/s at the prevailing 'Price List' or 'Rate Sheet'.

48. Privacy

- (a) In collecting, using and storing your personal information, we will comply with our Privacy Policy (as amended from time to time) and the Privacy Act. More information about our privacy practices, including how to access or correct our records, or make a complaint, can be found at <https://www.commander.com.au/customer-terms>.

49. Credit management (1): Guarantees and security

- (a) We can make supply of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.
- (b) If we become entitled to suspend or terminate a Service, we may make the resumption of Service conditional on you giving us, and maintaining, security and/or third party guarantees to our reasonable satisfaction.
- (c) We may use a security payment to offset any undisputed amount that you owe us.

We will only require security if there are reasonable grounds to believe you are a credit risk.

50. Credit management (2): Credit reports

- (a) Section 18E(8)(c) of the Privacy Act 1988 allows us to give a credit reporting agency certain personal information about you, and you authorise us to do so. The information which may be given to a credit reporting agency is listed by Section 18E (1) of the Privacy Act and includes:
 - (i) the fact that you have applied for credit, and the amount,
 - (ii) the fact that we are a credit provider to you,
 - (iii) payments which become overdue more than 60 days,
 - (iv) advice that payments are no longer overdue,
 - (v) in specified circumstances, that in our opinion, you have committed a serious credit infringement,
 - (vi) that the credit provided to you by us has been discharged.
- (b) If you apply to us for personal or commercial credit, you authorise us:
 - (i) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to personal credit provided by us;
 - (ii) to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to commercial credit provided by us;
 - (iii) to obtain a report containing information about your commercial activities or commercial creditworthiness from a business which provides information about the commercial creditworthiness of a person in relation to personal credit provided by us; and
 - (iv) to obtain a report from a credit reporting agency and other information in relation to your commercial credit activities.
- (c) In accordance with Section 18N(1)(b) of the Privacy Act, you authorise us to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency, information about your credit arrangements. You acknowledge that this information can include any information about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- (d) You acknowledge that the information may be used for the following purposes:
 - (i) to assess your application,
 - (ii) to assist you to avoid defaulting on your credit obligations,
 - (iii) to notify other credit providers of a default by you,

(iv) to assess your creditworthiness.

51. Credit management (3): Services you acquire for others

If you enter a Customer Contract where you will not be the main actual user of the Service (e.g. you arrange an Internet Service for your children):

- (a) You are responsible for all use of the Service and all Charges incurred under the Customer Contract.
- (b) If you give anyone else sufficient information about your Service (e.g. by giving them your username, password or other credentials), they may be able:
 - to uncap or unlimit any cap or limits that apply to it,
 - to change Plans,
 - to disconnect Service, and
 - to do anything else that you could do.
- (c) Internet and telephone Services can be used to buy goods and services from third parties. You may be liable for debts incurred to these third parties.

52. Billing

- (a) Your 'Billing Period' is the period between bills. Our standard Billing Period is monthly but reserve the right to vary it.
- (b) We can bill a part-period e.g. to align your Billing Period with the first day of each month
- (c) You agree that we need not offer payment by mail as a payment method for any Service, including a Standard Telephone Service.
- (d) We can send you an invoice, statement or bill for a Service, in the same way as any other notice, including via your account page.

53. Extra Charges for bills and information

- (a) You may incur a reasonable extra Charge if:
 - (i) you request non-standard information about your bill or Charges, or
 - (ii) you ask us to deliver a bill by a method that is not the standard method for a Plan.
- (b) We will only make such a Charge when and as permitted by the TCP Code e.g. We will not levy it without first informing you of the amount or how it will be calculated.
- (c) If you request a paper bill when that is not the standard method for a Plan, you may incur an extra Charge as detailed in the Schedule of Fees and Charges.

54. Out-of-pocket expenses

- (a) In order to supply a Service, we may need to incur reasonable out of pocket expenses that are not included in other Charges. In that case we will not supply that Service unless you make satisfactory arrangements to pay or reimburse that expense.
- (b) A Partner may charge us if you report a fault and there was no such fault, or the fault lies with equipment for which the Partner is not responsible, or if you contact the Partner directly. You must pay or reimburse all such amounts.

55. GST

- (a) Our prices are taken to be GST inclusive unless they are expressed to be GST exclusive, + GST or similar.
- (b) Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any taxable supply for which that amount is paid. Otherwise:
 - (i) The consideration payable by you represents the value of any taxable supply for which payment is to be made; and
 - (ii) If we make a taxable supply for a consideration, which represents its value, then you must pay immediately the amount of any GST payable in respect of the *taxable supply*.

- (c) If your Customer Contract requires you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount you must pay, reimburse or contribute will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under this clause.

56. Late billing

- (a) We may only late bill 160 days in arrears.

57. When you must pay

- (a) Where a direct debit or credit card arrangement applies, we may debit any Charge when it is billed or billable.
- (b) If any bill is overdue for payment, you must pay that bill and any other bill immediately.
- (c) In any other case, you must pay a bill within 14 days after its Bill Date unless a different timeframe is stated in your Plan or Customer Contract.

58. How you can pay

- (a) If your Plan specifies 'direct debit only' (or similar) then:
 - (i) Direct debit payment is a precondition to supply the Service to you.
 - (ii) We may suspend the Service if it is not maintained.
 - (iii) We will not suspend all Services indefinitely. If a suspension continues for 14 days, we will terminate your Customer Contract or lift the suspension within another 30 days.
 - (iv) You must not cause to be reversed any direct debit payment to us, unless you have our prior written approval. Otherwise, you must pay our reasonable costs (including legal fees if necessary) of reinstating the transaction.
- (b) In any other case:
 - (i) Direct debit is our preferred payment method and incurs no surcharges.
 - (ii) Other available payment methods are detailed on your bill. The fees and charges applicable for using a payment method other than direct debt are detailed in the Schedule of Fees and Charges and/or your bill.
 - (iii) payments made using either American Express or Diners Club credit cards are subject to a surcharge, as detailed in the Schedule of Fees and Charges and/or your bill.
- (c) If any payment you make is dishonoured we may charge you a reasonable payment dishonour fee and recover from you any fees charged by our bank which result from the dishonoured payment.

59. Late payment

If a bill is not paid on time:

- (a) you are in breach of your Customer Contract, and
- (b) we may also charge:
 - (i) interest at 1.5% a month from the Bill Date until it is paid in full, or
 - (ii) a reasonable late fee, and
 - (iii) any collection fees and expenses that we incur.

60. Billing disputes

- (a) Our records of what you owe us are deemed to be right unless you show them to be wrong.
- (b) You may defer payment of a genuinely disputed amount while your dispute is being investigated but:
 - (i) we can require written evidence that your dispute is genuine;
 - (ii) you must still pay all undisputed portions; and
 - (iii) if we determine that some or all of the disputed portion is payable, you must pay that amount within 5 days.
- (c) You may not raise a billing dispute more than 12 months after a bill is issued, and we will not pay any refund

or give any credit in respect of a period prior to that.

61. Billing for unauthorised use of your account

You are responsible for, and must pay for, all use of your Service except for unauthorised use that results from our negligence or breach of Australian Consumer Law.

62. Billing agents

- (a) We may bill you using a billing agent (which may be a related company).
- (b) Payment to our billing agent constitutes payment to us.
- (c) Failure to pay our billing agent constitutes failure to pay us.

63. Calls to Mobiles

- (a) Our prices for calls to mobile phones are always quoted on the basis that the mobile telephone you are calling has its home network in Australia and is located in Australia when you call.
- (b) We cannot necessarily know when a mobile telephone is outside its home network. If it is, extra Charges may apply.

64. Payment for third party goods or services

- (a) Using a Service may depend on you having goods or services supplied by third parties.
- (b) You are solely responsible for the costs of all third-party goods and services you acquire.

65. Part Service

In the event where your Service does not contain a full Service, e.g., service and equipment/line rental and pre-select calls, you may be charged a fee per account, as set out in the Schedule of Fees and Charges.

66. Your cooperation

- (a) You must give us all reasonable cooperation that we require in order to provide a Service to You, and fixing any problems that arise, and resolving any disputes that may arise or complaints that you may have.
- (b) You acknowledge that, where a Service is a carriage service within the meaning of the Telecommunications Act, we or a Partner may be required:
 - (i) to intercept communications over the Service, and
 - (ii) monitor usage of the Service and communications over it.

67. Complaints

- (a) If you have any complaints in connection with the Service (including complaints about your invoice), you should contact us first to resolve the complaint via the contact details available on our website or your bill.
- (b) We will handle your complaint in accordance with our complaints procedure. Information on our complaints procedure may be obtained by contacting us or by visiting commander.com.au/customer-terms/complaints-policy.
- (c) You are also entitled to make a complaint to the Telecommunications Industry Ombudsman and possibly to Consumer Affairs (however described) in your state. We ask that you notify us before you do so, so that we have the opportunity to try to resolve your complaint at that stage.

68. Termination or suspension by us

- (a) We may suspend or terminate your Customer Contract by giving you 30 days' written notice if:
- (i) you fail to pay us any undisputed amount of money due within 7 days of the date that we write asking you to pay, provided we comply with our obligations under the TCP Code;
 - (ii) we reasonably consider that it is desirable to do so to facilitate Network maintenance or to protect the Network from harm;
 - (iii) it becomes technically infeasible for us to continue a Service; or
 - (iv) you use a Service in a way that places unreasonable demands on our Network.
- (b) We may terminate your Customer Contract immediately on written notice if:
- (i) you are in material breach of your Customer Contract and we have given you 30 days written notice asking you to remedy the breach;
 - (ii) an Intervening Event has occurred for more than 30 days;
 - (iii) we are required to do so by law or government direction;
 - (iv) you are, or become, a carrier or carriage service provider under the Telecommunications Act (and we did not agree to provide you with Service despite that); or
 - (v) you suffer an Insolvency Event.

69. Suspension by us

- (a) We may suspend or limit a Service without liability and immediately by reasonable notice to you (except in the case of an emergency or your death), if:
- (i) there are reasonable grounds to suspect fraud or other illegal conduct in relation to the Service;
 - (ii) there are problems with the Network, or we or our Partners need to suspend the Services to conduct operational and maintenance work on the Network;
 - (iii) a serious threat or risk exists to the security or integrity of the Network,
 - (iv) in cases of emergency, including for the provision of support to emergency and other essential services;
 - (v) the provision of the Service may cause death, personal injury or damage to property;
 - (vi) we are unable to obtain access to your Premises as required to provide, maintain or repair the Service;
 - (vii) there are reasonable grounds for believing you represent a credit risk in relation to the Service and we take reasonable steps to give you notice of the suspension or termination; or
 - (ix) we are required to do so to comply with any law or direction of any Regulator.

70. Termination by you

- (a) You may terminate your Customer Contract by giving us 30 days' written notice if:
- (i) the fixed or minimum term has expired.
- (b) You may terminate your Customer Contract immediately on written notice if:
- (i) we materially breach a term of this Customer Contract which we cannot remedy or do not remedy within 30 days' of you giving us written notice;
 - (ii) an Intervening Event has occurred for more than 30 days;
 - (iii) you are required to do so by law or government direction; or
 - (iv) we suffer an Insolvency Event.

71. Early termination by you

- (a) If you decide to terminate your Customer Contract before the fixed or minimum term has expired, we may bill you for charges reasonably required to protect our interests and any loss suffered including:
- (i) any outstanding amounts for installation costs or equipment that can be used in connection with services provided by other suppliers;
 - (ii) any administrative fees incurred by us;
 - (iii) third party or upstream costs; and
 - (iv) usage or network access charges incurred up to the date on which the Contract ends.

72. Post-termination

If your Customer Contract ends:

- (a) Our obligations to you under that Customer Contract ends.

- (b) We may bill you for any Services we have not yet invoiced and all other amounts we are entitled to under the Customer Contract for the Services provided up to the date of termination.
- (c) You authorise us to recover any undisputed outstanding Charges from any overpayment you have made, or direct debit them from your credit card or bank account if you normally pay by direct debit.
- (d) You must return to us, promptly, any of our equipment under your control. (If you fail to do so, we may bill you a reasonable Charge for it.)
- (e) Any cause of action that either of us had against the other predating the termination is not affected.
- (f) The limitations of our liability under this Customer Contract continue.
- (g) No other contract is affected unless we also terminate it.

Otherwise, that Customer Contract is at an end for all purposes.

73. Charges during a period of suspension

If we suspend your Service:

- (a) because of your fault or breach of your Customer Contract, you remain liable for all Charges payable under your Customer Contract during the period of suspension;
- (b) otherwise, you are entitled to a pro rata reduction in Charges in respect of the period of suspension.

74. Carrier or Carriage Service Provider

- (a) You represent that you are not a carrier or a Carriage Service Provider.
- (b) If you become a Carrier or a Carriage Service Provider, then we or our Partners may immediately cancel the Service and terminate your Customer Contract by notice to you.

75. Provision of Services by our Partners

- (a) If we terminate an arrangement with a Partner through which we supply the Service to you, you acknowledge that our Partner may arrange to supply you with the Service directly.
- (b) If our rights and obligations under your Customer Contract are assigned or novated to our Partner in order to supply the Service directly to you, you acknowledge that the rate plan and Charges applicable to the provision of the Service may be altered to the nearest applicable Partner rate plan.

76. Assignment

- (a) We may assign or novate all or part of our rights and obligations under your Customer Contract as reasonably necessary to any of our Partners without your consent provided your rights not being adversely affected by such assignment or novation.
- (b) You cannot assign or novate all or part of your rights and obligations under your Customer Contract unless we agree in writing.

77. Notices

We may give any written notice to you in connection with, or as required by this Customer Contract, by sending the notice to you via email or post (as indicated on your Service application) or by otherwise sending an SMS to your mobile device.

78. Governing law

Your Customer Contract is governed by and must be construed in accordance with the laws of Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

79. No waiver

A failure, delay, relaxation or indulgence by us in exercising any power or right conferred under your Customer Contract (such as a right that we have due to your breach of your Customer Contract) does not operate as a waiver of the power or right.

80. Commission

We may pay a commission to any agent, employee, contractor or dealer in connection with the acquisition of the Services and your Customer Contract.

81. Information about your rights

Information and advice about your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission, or the relevant Department of Fair Trading or Department of Consumer Affairs in your State or Territory.

82. Complaints and assistance services

Our contact details are available on our website.

You may contact us and make any complaint by contacting us or the following assistance services:

- (a) Customer Service – refer to our website or your bill
- (b) National Relay Service – 133 677
- (c) Translating and Interpreting Service – 131 450

83. Dictionary

The expression:	Means:
Australian Consumer Law	the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
Business Application Form	An application for telecommunications services made by a customer, which if accepted by Commander forms part of the Customer Contract
Business Day	Monday to Friday excluding statutory holidays
Carriage Service	has the meaning given in the Telecommunications Act
Carriage Service Provider	has the meaning given in the Telecommunications Act

Carrier	has the meaning given in the Telecommunications Act
Charge	a charge applicable under your Customer Contract
CIS	the Critical Information Summary relevant to your Plan which is located at https://www.commander.com.au/critical-information-summaries
Commander Phone Service	a next generation, IP Voice telephony service
Commander Facilities	Facilities that we manage and maintain
Equipment	a handset, modem, router or other hardware
Facilities	equipment and network infrastructure of all kinds used to provide or in connection with the provision of a Service
GST	Goods and Services Tax
GST Act	A New Tax System (Goods and Services Tax) Act 1999 (Cth)
Insolvency Event	includes an event where a receiver or receiver and manager is appointed over any of your property or assets, an administrator, liquidator or provisional liquidator is appointed to you, you enter into any arrangement with your creditors, you become unable to pay your debts when they are due, you are wound up or become bankrupt, or any other analogous event or circumstance occurs under the laws of any jurisdiction
Intervening Event	an event beyond our reasonable control which interferes with and prevents us from providing the Services to you. Such events include any act or omission of our Suppliers, any disruption to our or our Suppliers' networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations, and acts of God, lightning strikes, earthquakes, floods or other natural disaster

Partner	a third party that, under a contract with us, provides (a) access to Facilities they manage or maintain; or (b) product that we resupply to you
Partner Facilities	Facilities that are managed or maintained by a Partner
Plan	a particular set of features, entitlements, term of contract, Charges and special conditions in connection with a Service
Privacy Act	Privacy Act 1988 (Cth)
Regulator	includes the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Telecommunications Industry Ombudsman, Communications Alliance Limited and any other relevant government or statutory body or authority
Schedule of Fees and Charges	the Schedule of Fees and Charges available at https://www.commander.com.au/sfoa
Service	a product or service supplied by Commander to you under this Customer Contract
Service Level Agreement	a written service quality assurance titled as such
Service Schedule	terms and conditions that apply to particular Services, usually as set out in a document titled as such
Special Promotion	a special promotion we may offer from time to time, on terms we notify in connection with the offer
Standard Telephone Service	as in section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999
TCP Code	Industry Code C628:2019 Telecommunications Consumer Protections Code
Telecommunications Act	Telecommunications Act 1997 (Cth)