

## TERMS AND CONDITIONS

- “CITY COMMUNICATIONS PTY LTD” MEANS CITY COMMUNICATIONS PTY LTD PTY LTD AND ITS RELATED BODIES CORPORATE AND PARTNERS
- YOU MUST NOT DEACTIVATE YOUR EXISTING SERVICE WHEN PORTING. TELEPHONE NUMBERS CAN ONLY BE PORTED WHILE ACTIVE.
- YOU CAN ONLY WITHDRAW YOUR AUTHORITY TO PORT THIS TELEPHONE NUMBER BEFORE THE ELECTRONIC CUTOVER ADVICE IS SENT BY CITY COMMUNICATIONS PTY LTD TO YOUR CURRENT SERVICE PROVIDER, WHICH WILL BE ON OR AFTER THE PREFERRED CUTOVER DATE SPECIFIED IN THIS FORM.
- CITY COMMUNICATIONS PTY LTD DOES NOT WARRANT THAT IT CAN PORT YOUR TELEPHONE NUMBER FROM YOUR CURRENT SERVICE PROVIDER. YOUR CURRENT SERVICE PROVIDER MAY REJECT THIS PORT REQUEST IF THE INFORMATION YOU PROVIDE IS INCORRECT OR DOES NOT MATCH THE DATA HELD BY THEM. IN THIS CASE YOU AUTHORISE CITY COMMUNICATIONS PTY LTD TO CORRECT THE INFORMATION AND RESUBMIT THE REQUEST TO PORT YOUR TELEPHONE NUMBER TO CITY COMMUNICATIONS PTY LTD OR DISPUTE THE REJECTION BY YOUR CURRENT SERVICE PROVIDER. A PORTING REQUEST MAY ALSO BE REJECTED FOR OTHER REASONS AS STATED IN THE LNP INDUSTRY CODE.
- CITY COMMUNICATIONS PTY LTD DOES NOT WARRANT THAT THE TELEPHONE NUMBER WILL BE PORTED WITHIN ANY SPECIFIED TIME FRAME. PORTING HOURS OF OPERATION ARE 9AM TO 5PM AEST/AEDST MONDAY TO FRIDAY, EXCLUDING NATIONAL PUBLIC HOLIDAYS. CUTOVER CAN ONLY BE INITIATED AT LEAST 5 BUSINESS DAYS AFTER THE PORTING NOTIFICATION ADVICE IS SENT BY CITY COMMUNICATIONS PTY LTD TO YOUR CURRENT SERVICE PROVIDER. IF A PORT REQUEST IS REJECTED AND NEEDS TO BE RESUBMITTED, CUIT OVER CANNOT TAKE PLACE FOR AT LEAST ANOTHER 5 BUSINESS DAYS AFTER THE REQUEST IS RESUBMITTED. COMPLEX NUMBER PORTS (SDN OR NUMBERS WITH COMPLEX SERVICES) CAN TAKE UP TO 21 BUSINESS DAYS TO PORT.
- CITY COMMUNICATIONS PTY LTD RECOMMENDS THAT YOU SHOULD ALWAYS MAINTAIN AN ALTERNATIVE PHONE SERVICE IF YOU PORT YOUR PHONE NUMBER TO A VOIP SERVICE. A VOIP SERVICE IS NOT A SUBSTITUTE FOR A STANDARD (PSTN) TELEPHONE SERVICE, AS IN THE EVENT OF POWER FAILURE THE VOIP SERVICE WILL NOT OPERATE. THEREFORE CITY COMMUNICATIONS PTY LTD RECOMMENDS THAT YOU SHOULD NOT DISCONNECT YOUR PRIMARY PHONE SERVICE, WHICH PROVIDES ACCESS TO 000 AND OTHER SIMILAR EMERGENCY SERVICE TELEPHONE NUMBERS IN CASES OF EMERGENCY.
- IN THE EVENT OF A PORT, WITHDRAWAL OR REVERSAL, CITY COMMUNICATIONS PTY LTD IS NOT RESPONSIBLE FOR ANY PERIOD OF OUTAGE.
- TO THE EXTENT PERMITTED BY LAW CITY COMMUNICATIONS PTY LTD IS NOT LIABLE TO YOU OR ANY PERSON CLAIMING THROUGH YOU FOR DAMAGE, LOSS, COSTS OR EXPENSES OR OTHER LIABILITY IN CONTRACT, TORT OR OTHERWISE DIRECT OR INDIRECT, FOR OR IN RELATION TO PORTING.
- YOU MAY HAVE OUTSTANDING CONTRACTUAL OBLIGATIONS AND COSTS OWED TO YOUR CURRENT SERVICE PROVIDER. CITY COMMUNICATIONS PTY LTD IS NOT LIABLE FOR ANY SUCH COSTS.
- ONLY YOUR TELEPHONE NUMBER WILL BE TRANSFERRED TO CITY COMMUNICATIONS PTY LTD. THIS MAY RESULT IN THE LOSS OF ANY VALUE ADDED SERVICES THAT ARE ASSOCIATED WITH THE SERVICE PROVIDED BY YOUR EXISTING SERVICE PROVIDER (EG VOICEMAIL).
- IF YOU WISH TO PORT YOUR TELEPHONE NUMBER FROM CITY COMMUNICATIONS PTY LTD TO ANOTHER SERVICE PROVIDER, THEN YOU MUST CONTACT THE OTHER PROVIDER.
- CITY COMMUNICATIONS PTY LTD RESERVES THE RIGHT TO CHARGE A FEE FOR PORTING YOUR TELEPHONE NUMBER TO OR FROM CITY COMMUNICATIONS PTY LTD.
- LOCAL NUMBER PORTABILITY (LNP) DOES NOT GUARANTEE YOU CAN KEEP YOUR TELEPHONE NUMBER IF YOU MOVE TO A DIFFERENT GEOGRAPHIC LOCATION.
- THE TERMS OF THE RELEVANT CITY COMMUNICATIONS PTY LTD CURRENT TERMS AND CONDITIONS, AS VARIED FROM TIME TO TIME WILL APPLY TO THE USE OF SERVICES.
- PRIVACY: CITY COMMUNICATIONS PTY LTD ONLY COLLECTS PERSONAL INFORMATION FROM YOU THAT IS NECESSARY TO PERFORM THE SERVICE SOUGHT BY YOU.

THE KINDS OF PERSONAL INFORMATION CITY COMMUNICATIONS PTY LTD HOLDS ABOUT YOU WILL DEPEND ON THE SERVICES YOU REQUEST FROM CITY COMMUNICATIONS PTY LTD AND THE USE THAT YOU MAKE OF THOSE SERVICES.

CITY COMMUNICATIONS PTY LTD RESPECTS YOUR PRIVACY. AS A RESULT, CITY COMMUNICATIONS PTY LTD DOES NOT TRADE, RENT OR SELL YOUR PERSONAL TO PROVIDE YOU WITH A COMMUNICATIONS SERVICE. IN THE COURSE OF PROVIDING THIS SERVICE TO YOU WE MAY ALSO USE YOUR PERSONAL INFORMATION FOR THE FOLLOWING RELATED SERVICES: PROVISIONING OR CONNECTING YOUR SERVICE, NETWORK ROUTING, PROVIDING YOU WITH CUSTOMER SERVICE, CREDIT CHECKING, BILLING, INVESTIGATING COMPLAINTS & FIXING FAULTS IN RELATION TO YOUR SERVICE AND ANY PAYMENT FOLLOW UPS THAT YOU MAY OWE US. WE MAY ALSO USE YOUR PERSONAL INFORMATION TO TELL YOU ABOUT OUR OTHER PRODUCTS AND SERVICES OR BUNDLED OFFERINGS, PROVIDED BY CITY COMMUNICATIONS PTY LTD IN CONJUNCTION WITH EITHER OUR RELATED BODIES CORPORATE OR OUR BUSINESS PARTNERS AND ASSOCIATES. YOU AGREE THAT CITY COMMUNICATIONS PTY LTD MAY EXCHANGE INFORMATION ABOUT THOSE CREDIT PROVIDERS NAMED IN THIS APPLICATION OR NAMED IN A CONSUMER CREDIT REPORT ISSUED BY A CREDIT REPORTING AGENCY FOR THE FOLLOWING PURPOSES TO:

- A) ASSESS AN APPLICATION FOR CREDIT
- B) NOTIFY OTHER CREDIT PROVIDERS OF A DEFAULT BY THE APPLICANT
- C) EXCHANGE INFORMATION WITH OTHER CREDIT PROVIDERS AS TO THE STATUS OF THIS ACCOUNT WHERE YOU ARE IN DEFAULT WITH OTHER CREDIT PROVIDERS
- D) ASSESS YOUR CREDIT WORTHINESS
- E) PROVIDE INFORMATION TO YOU ABOUT OTHER GOODS OR SERVICES WHICH WE OR ANY OF OUR RELATED BODIES CORPORATE, OR ANY OF OUR PARTNERS AND ASSOCIATES OR THE PARTNERS AND ASSOCIATES OF SUPPLIERS (SUCH AS TELECOMMUNICATION ENTITIES, PROVIDERS OF PRODUCTS OR SERVICES WHICH ARE RELATED TO THE SERVICES, MEDIA ENTITIES, EVENT ORGANIZERS, EQUIPMENT SUPPLIERS AND THE SUPPLIERS OF ANY OTHER PRODUCT OR SERVICE WITH WHOM WE HAVE ENGAGED IN A JOINT INITIATIVE) MAY OFFER TO YOU

GENERALLY, YOU HAVE THE RIGHT TO SEE OR OBTAIN A COPY OF PERSONAL INFORMATION ABOUT YOU THAT WE MAY HOLD. CITY COMMUNICATIONS PTY LTD WILL HANDLE REQUESTS FOR ACCESS TO PERSONAL INFORMATION IN ACCORDANCE WITH THE NATIONAL PRIVACY PRINCIPLES. TO REQUEST ACCESS TO YOUR PERSONAL INFORMATION PLEASE CONTACT CITY COMMUNICATIONS PTY LTD.

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## FULL TERMS ON ACCOUNT

### 1. SERVICE COMPONENTS & DESCRIPTION

THE COMPONENTS THAT MAKE UP EACH SERVICE OFFERED ARE DETAILED BELOW;

#### 1.1 ALL SERVICES

(A) CALL TERMINATION TO OTHER VOIP SERVICES ON THE CITY COMMUNICATIONS PTY LTD PLATFORM AND TO ALL LOCAL, NATIONAL, CALLS TO MOBILES AND INTERNATIONAL PSTN ("PUBLIC SWITCHED TELEPHONE NETWORK") DESTINATIONS.

(B) GEOGRAPHIC, NOMADIC AND INTERNAL NUMBERING FOR COLLECTION OF CALLS FROM THE CITY COMMUNICATIONS PTY LTD PLATFORM, OR FROM THE PSTN IN THE CASE OF GEOGRAPHIC OR NOMADIC NUMBERS.

#### 1.2 SIP TRUNKS

PROVIDES THE ABILITY TO MAKE AND RECEIVE CALLS OVER THE INTERNET AND/OR PRIVATE NETWORK.

#### 1.3 CLOUD/HOSTED PBX

A TELEPHONY SERVICE, WHICH PROVIDES THE FUNCTIONALITY, AND FEATURES OF A PABX, HOWEVER HOSTED EXTERNALLY OVER THE INTERNET AND/OR

PRIVATE NETWORK AND INTERCONNECTED WITH IP PHONES OR ADAPTERS/IADS (INTEGRATED ACCESS DEVICES) ACTING AS EXTENSIONS.

#### 1.6 FAX TO EMAIL/EMAIL TO FAX

(A) RECEIVE STANDARD FAX MESSAGES FROM BOTH WITHIN AUSTRALIA AND INTERNATIONALLY TO A ALLOCATED GEOGRAPHIC NUMBER AND SENT VIA

EMAIL AS A PDF FILE TO A DESIGNATED EMAIL ADDRESS.

(B) SEND STANDARD FAX MESSAGES FROM A REGISTERED EMAIL ADDRESS TO A FAX NUMBER IN AUSTRALIA AND INTERNATIONALLY, ATTACHED TO AN

EMAIL EITHER AS A PDF, WORD/EXCEL DOCUMENT OR TEXT FILE.

#### 1.7 SMS FACILITIES

SEND AND RECEIVE SMS (SHORT MESSAGE SERVICE) MESSAGES TO/FROM A REGISTERED EMAIL ADDRESS. SMS MESSAGES CAN BE SENT NATIONALLY OR INTERNATIONALLY WHERE AGREEMENTS EXIST TO OTHER CARRIERS.

#### 1.8 INBOUND 13/1300/1800 NUMBERS

INCLUDES A LOCAL RATE 13/1300 NUMBER OR FREE CALL 1800 NUMBER. INBOUND CALLS TO THESE NUMBERS ARE THEN TERMINATED TO OTHER VOIP

SERVICES ON THE CITY COMMUNICATIONS PTY LTD PLATFORM OR A LOCAL, NATIONAL, MOBILES OR INTERNATIONAL PSTN ("PUBLIC SWITCHED TELEPHONE NETWORK")

DESTINATION. CALLS TO LOCAL RATE AND FREE CALL NUMBERS CAN BE MADE FROM MOST TELEPHONE SERVICES IN AUSTRALIA.

#### 1.9 INTERNATIONAL NUMBERS

INTERNATIONAL NUMBERS CAN BE PROVIDED IN CONJUNCTION WITH SIP TRUNKS TO VARIOUS COUNTRIES FOR INBOUND CALLS, WHERE AVAILABLE.

### 2. SERVICE TERM

2.1 EACH INDIVIDUAL SERVICE MUST BE RETAINED FOR THE MINIMUM SERVICE PERIOD FOR EACH INDIVIDUAL SERVICE FROM ITS DATE OF ACTIVATION.

2.2 IF AN INDIVIDUAL SERVICE IS TERMINATED WITHIN THE MINIMUM SERVICE PERIOD AN EARLY TERMINATION CHARGE WILL APPLY.

### 3. RATES AND CHARGES

#### D) CREDIT CARD DETAILS AND PAYMENT

A. PAYMENT IS EXPECTED TO BE CLEAR IN CITY COMMUNICATIONS BANK ACCOUNT BY THE DUE DATE TO AVOID SUSPENSION OF ALL SERVICES

B. THE CUSTOMER MAY OPT FOR CREDIT CARD DIRECT DEBIT BY FILLING OUT THE CREDIT CARD FORM

C. IF CREDIT CARD DETAILS ARE NOT ON CITY COMMUNICATIONS SYSTEM THEN ACCOUNT SUSPENSION CAN BE INSTANT

D. CREDIT CARDS WILL BE DEBITED ON THE DUE DATE AND THEN AGAIN IF NOT SUCCESSFUL 3 DAYS LATER.

3.1 THE RATES FOR TRAFFIC THAT CITY COMMUNICATIONS PTY LTD WILL CHARGE TO THE CUSTOMER FOR CALL TERMINATION ARE SET OUT IN THE PRICING SCHEDULE OR RATE CARD.

CITY COMMUNICATIONS PTY LTD SHALL HAVE THE RIGHT TO MODIFY THE RATES AND CONDITIONS SPECIFIED IN THE PRICING SCHEDULE OR RATE CARD AND ANY SUCH

MODIFICATION SHALL TAKE EFFECT:

A) FIVE (5) BUSINESS DAYS FROM THE TIME CITY COMMUNICATIONS PTY LTD NOTIFIES THE CUSTOMER IN WRITING; OR

B) SOONER, IF SO AGREED TO BY THE CUSTOMER, IN WRITING.

3.2 CITY COMMUNICATIONS PTY LTD SHALL HAVE THE RIGHT TO MODIFY THE RATES, CHARGES AND CONDITIONS NOT RELATING TO CALL TERMINATION AND ANY SUCH MODIFICATION

SHALL TAKE EFFECT:

A) THIRTY-DAYS (30) BUSINESS DAYS FROM THE TIME CITY COMMUNICATIONS PTY LTD NOTIFIES THE CUSTOMER IN WRITING; OR

B) SOONER, IF SO AGREED TO BY THE CUSTOMER, IN WRITING.

3.3 FROM TIME TO TIME CITY COMMUNICATIONS PTY LTD MAY RUN SPECIAL RATES IN CONNECTION WITH THE SERVICE. UNDER

SPECIALS, BOTH THE CHARGES AND CONDITIONS

MAY DIFFER FROM THOSE SET OUT IN THE PRICING SCHEDULE OR RATE CARD. SPECIALS WILL ONLY APPLY WHEN CITY COMMUNICATIONS PTY LTD HAS GIVEN YOU WRITTEN

NOTICE OF THE SPECIAL AND ONLY FOR THE PERIOD FOR WHICH THE SPECIAL IS SPECIFIED TO BE APPLICABLE.

3.4 CITY COMMUNICATIONS PTY LTD WILL PROVIDE CDRS VIA FTP OR BY OTHER MEANS FOR SERVICES PROVIDED UNDER THIS SCHEDULE TO THE CUSTOMER INCLUDING ANY

ONCE-OFF AND RECURRING CHARGES.

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## 4. BILLING

4.1 CITY COMMUNICATIONS PTY LTD WILL ENDEAVOR TO PROVIDE MONTHLY INVOICES TO THE CUSTOMER SHOWING INSTALLATION CHARGES, MONTHLY FEES, CALLS AND OTHER CHARGES, IF ANY, PAYABLE FOR THE SERVICE(S) PROVIDED.

4.2 INVOICES MUST BE PAID IN AUSTRALIAN DOLLARS, UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING.

4.3 THE CUSTOMER IS RESPONSIBLE FOR BILLING THEIR END USER EITHER THROUGH THEIR EXISTING BILLING ARRANGEMENTS.

## 5. QUALITY AND SERVICE

5.1 CITY COMMUNICATIONS PTY LTD SUPPORTS THE G729A, G711A AND GSM CODEC WITH A PAYLOAD SIZE OF 20MS. OTHER CODECS MAY BE USED, HOWEVER THEY ARE UNSUPPORTED BY CITY COMMUNICATIONS PTY LTD. T.38 WITH G711A FAILOVER IS AVAILABLE FOR FAX CALLS. CITY COMMUNICATIONS PTY LTD DOES NOT GUARANTEE THE SERVICE FOR THE TRANSMISSION OF DATA (SUCH AS INTERNET DIAL UP CONNECTIONS) AND FAX.

## 5.2 GENERAL ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT IT IS TECHNICALLY IMPRACTICABLE FOR CITY COMMUNICATIONS PTY LTD TO GUARANTEE THAT THE SERVICE WILL BE AVAILABLE IN EACH AREA, THAT CAPACITY WILL BE AVAILABLE AT ALL TIMES TO MAKE AND RECEIVE CALLS, OR THAT THE SERVICE WILL BE FREE FROM FAULTS OR ERRORS, DEFECTS OR

INTERRUPTIONS, OR THAT IT WILL BE AVAILABLE AT ALL TIMES. CITY COMMUNICATIONS PTY LTD UNDERTAKES TO PROVIDE THE SERVICE USING ALL THE REASONABLE CARE AND SKILL.

## 5.3 RELIANCE ON OTHER NETWORKS

THE CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY RELY UPON THE OPERATION OF SUPPLIER NETWORKS OPERATED BY OTHER CARRIERS AND SERVICES PROVIDED BY OTHER CARRIAGE SERVICE PROVIDERS (SUCH AS THE CUSTOMER'S INTERNET SERVICE). THE CUSTOMER FURTHER ACKNOWLEDGES THAT CITY COMMUNICATIONS PTY LTD IS UNABLE TO GUARANTEE THE OPERATION OF AND THE USE OF THE SERVICE THROUGH SUPPLIER NETWORKS OR OTHER CARRIERS AND CARRIAGE SERVICE PROVIDER SERVICES. ANY FAILURE OF A SERVICE CAUSED BY ANOTHER NETWORK OR SERVICE BEYOND THE CONTROL OF CITY COMMUNICATIONS PTY LTD; CITY COMMUNICATIONS PTY LTD WILL NOT BE RESPONSIBLE, OR LIABLE TO THE CUSTOMER OR THE END USER, FOR SUCH FAILURES.

## 5.4 FAULT REPORTING

A) CITY COMMUNICATIONS PTY LTD WILL PROVIDE A FAULT REPORTING SERVICE BETWEEN THE HOURS OF 9.00 A.M. AND 5.00 P.M. AEST, ON BUSINESS DAYS.

OUTSIDE THESE HOURS, FAULTS THAT ARE NOT OF A CRITICAL NATURE AND NOT AFFECTING THE CITY COMMUNICATIONS PTY LTD PLATFORM OR NETWORK MAY NOT BE DEALT WITH UNTIL THE NEXT BUSINESS DAY.

B) WHERE A FAULT IS REPORTED (IRRESPECTIVE OF WHETHER THE CUSTOMER REPORTED IT), THE CUSTOMER AGREES TO PROVIDE ALL NECESSARY ASSISTANCE TO ENABLE THE LOCATION AND REPAIR OF ANY FAULT WHICH ARISES IN THE CITY COMMUNICATIONS PTY LTD NETWORK OR THE SUPPLIER NETWORK WITH WHICH THE CITY COMMUNICATIONS PTY LTD NETWORK IS INTERCONNECTED.

C) WHERE CITY COMMUNICATIONS PTY LTD DETERMINES THAT THERE IS A FAULT WITHIN THE CITY COMMUNICATIONS PTY LTD NETWORK, IT IS RESPONSIBLE FOR CORRECTING THAT FAULT.

CITY COMMUNICATIONS PTY LTD IS NOT RESPONSIBLE FOR:

(I) ANY FAULT WHICH IS WITHIN A SUPPLIER NETWORK OF AN INTERCONNECTED SUPPLIER, ALTHOUGH CITY COMMUNICATIONS PTY LTD WILL NOTIFY THAT

SUPPLIER OF THE FAULT AND REQUEST THAT IT BE CORRECTED PROMPTLY; OR

(II) ANY FAULT WHICH IS CAUSED BY THE CUSTOMER OR END USERS EQUIPMENT, INTERNET SERVICE PROVIDER (IF NOT CITY COMMUNICATIONS PTY LTD) OR

THE PREMISES, BUT WILL, WHERE POSSIBLE, ADVISE THE CUSTOMER OF THAT FAULT AND ITS PROBABLE CAUSE AND LOCATION.

## 5.5 MAINTENANCE

A) WITHOUT LIMITING CLAUSE 5.2, YOU AGREE THAT CITY COMMUNICATIONS PTY LTD MAY FROM TIME TO TIME, CONDUCT MAINTENANCE ON AND OF THE NETWORK AND INFRASTRUCTURE THROUGH WHICH THE SERVICE IS PROVIDED. CITY COMMUNICATIONS PTY LTD WILL TRY TO CONDUCT SUCH MAINTENANCE OUTSIDE BUSINESS

HOURS, BUT THE CUSTOMER ACKNOWLEDGES THAT IT MAY NOT ALWAYS BE POSSIBLE FOR CITY COMMUNICATIONS PTY LTD TO DO SO.

B) THE CUSTOMER AGREES THAT CITY COMMUNICATIONS PTY LTD WILL NOT BE RESPONSIBLE FOR RECTIFYING ANY FAULT IN THE SERVICE IF THAT FAULT ARISES IN OR IS

CAUSED BY A NETWORK OR INFRASTRUCTURE OF ANOTHER SUPPLIER OF TELECOMMUNICATIONS SERVICES, THE CUSTOMER OR END USER'S

OWN EQUIPMENT OR ANY OTHER INFRASTRUCTURE, EQUIPMENT OR FACILITIES THAT ARE OUTSIDE CITY COMMUNICATIONS PTY LTD'S REASONABLE CONTROL OR RESPONSIBILITY.

## 6. NUMBERING

6.1 CITY COMMUNICATIONS PTY LTD MAY ISSUE A NUMBER TO THE SERVICE AND VARY THAT NUMBER IN ACCORDANCE WITH ANY NATIONAL REGULATORY POLICY ON NUMBERING MADE PURSUANT TO THE TELECOMMUNICATIONS ACT.

6.2 THE SELECTION, ISSUING AND USE OF NUMBERS IS GOVERNED BY THE AUTHORITY'S (ACMA) NUMBERING PLAN AND DIRECTIONS RELATING TO

NUMBERING, AND YOU AGREE THAT YOU MUST ACCEPT AND COMPLY WITH THE REQUIREMENTS OF THE AUTHORITY OR ANY OTHER BODY FROM TIME TO

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TIME THAT ADMINISTERS OR OVERSEES THE ALLOCATION OF NUMBERS.

6.3 CITY COMMUNICATIONS PTY LTD MAY BE REQUIRED BY LAW TO WITHDRAW, SUSPEND OR REASSIGN A NUMBER ASSIGNED TO YOU, AND CITY COMMUNICATIONS PTY LTD WILL NOT BE LIABLE TO THE CUSTOMER OR END USERS FOR ANY LOSS OR DAMAGE INCURRED OR SUSTAINED BY THE CUSTOMER OR END USER IF CITY COMMUNICATIONS PTY LTD IS SO REQUIRED.

#### 6.4 LOCAL NUMBER PORTABILITY

THE CUSTOMER ACKNOWLEDGES THAT:

A) CITY COMMUNICATIONS PTY LTD MAY NOT BE ABLE TO PROVIDE LOCAL NUMBER PORTABILITY FOR EXISTING NUMBER(S), WHICH THE CUSTOMER OR END USER'S

USE FOR TELECOMMUNICATION SERVICES OBTAINED FROM OTHER CARRIERS OR CARRIAGE SERVICE PROVIDERS. CITY COMMUNICATIONS PTY LTD PROVIDES NO

GUARANTEE THAT WE CAN PORT TELEPHONE NUMBER(S) FROM THE CURRENT SERVICE PROVIDER. THE CURRENT SERVICE PROVIDER MAY REJECT THIS PORT REQUEST IF THE INFORMATION PROVIDED IS INCORRECT OR DOES NOT MATCH THE DATA HELD BY THEM. IN THIS CASE

THE CUSTOMER AUTHORIZE CITY COMMUNICATIONS PTY LTD TO CORRECT THE INFORMATION AND RESUBMIT THE REQUEST TO PORT THE TELEPHONE NUMBER(S) OR DISPUTE THE REJECTION BY THE CURRENT SERVICE PROVIDER. A PORTING REQUEST MAY ALSO BE REJECTED FOR OTHER REASONS AS STATED IN THE LNP INDUSTRY CODE.

B) SOME NUMBERS ALLOCATED BY CITY COMMUNICATIONS PTY LTD MAY NOT BE ABLE TO BE PORTED OUT FROM CITY COMMUNICATIONS PTY LTD. CITY COMMUNICATIONS PTY LTD IS NOT OBLIGED TO PROCURE FOR AND/OR PROVIDE TO THE CUSTOMER OR END USER'S ANY PARTICULAR NUMBER ALLOCATED OR ASSIGNED TO THE CUSTOMER OR END

USER BY ANOTHER CARRIER OR CARRIAGE SERVICE PROVIDER. CITY COMMUNICATIONS PTY LTD WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED OR

SUSTAINED BY THE CUSTOMER OR END-USER IF SUCH NUMBER IS NOT, OR IS NO LONGER, AVAILABLE OR ANY OUTAGE CAUSED BY LNP. C) THE END USER MUST NOT DEACTIVATE THE SERVICE WITH THE OTHER SERVICE PROVIDER, UNTIL AFTER THE NUMBER IS PORTED TO CITY COMMUNICATIONS PTY LTD.

D) THE CUSTOMER CAN ONLY WITHDRAW THE REQUEST FOR NUMBER PORTABILITY BEFORE THE ELECTRONIC CUT-OVER REQUEST IS RECEIVED. THE CUSTOMER WILL BE RESPONSIBLE FOR ANY COSTS INVOLVED WITH RELATION TO THE EMERGENCY PORTING BACK OF A NUMBER TO THE EXISTING SERVICE THE NUMBER(S) BELONGED TO.

E) CITY COMMUNICATIONS PTY LTD DOES NOT WARRANT THAT THE TELEPHONE NUMBER(S) WILL BE PORTED WITHIN ANY SPECIFIED TIME FRAME. PORTING HOURS OF OPERATION ARE 9AM TO 5PM AEST/AEDST MONDAY TO FRIDAY, EXCLUDING NATIONAL PUBLIC HOLIDAYS. CUT OVER CAN ONLY BE INITIATED AT LEAST 3 BUSINESS DAYS AFTER THE PORTING NOTIFICATION ADVICE IS SENT BY CITY COMMUNICATIONS PTY LTD TO THE CURRENT SERVICE

PROVIDER. IF A PORT REQUEST IS REJECTED AND NEEDS TO BE RESUBMITTED, CUT OVER CANNOT TAKE PLACE FOR AT LEAST ANOTHER 3

BUSINESS DAYS AFTER THE REQUEST IS RESUBMITTED.

F) ONLY THE TELEPHONE NUMBER(S) WILL BE TRANSFERRED TO CITY COMMUNICATIONS PTY LTD. THIS MAY RESULT IN THE LOSS OF ANY VALUE ADDED SERVICES

THAT ARE ASSOCIATED WITH THE SERVICE PROVIDED BY THE EXISTING SERVICE PROVIDER (EG VOICEMAIL).

G) IF THE CUSTOMER OR END USER WISHES TO PORT A TELEPHONE NUMBER(S) ASSIGNED TO THE END USER FROM CITY COMMUNICATIONS PTY LTD TO ANOTHER

SERVICE PROVIDER, THEN THE CUSTOMER OR END-USER MUST CONTACT THE OTHER PROVIDER.

H) CITY COMMUNICATIONS PTY LTD RESERVES THE RIGHT TO CHARGE A FEE FOR PORTING THE END-USERS TELEPHONE NUMBER(S) TO OR FROM CITY COMMUNICATIONS PTY LTD.

I) LOCAL NUMBER PORTABILITY (LNP) DOES NOT GUARANTEE THE END USER CAN KEEP THE TELEPHONE NUMBER(S) IF THE END USER RELOCATES TO A DIFFERENT GEOGRAPHIC LOCATION OR STANDARD ZONE UNIT AS DEFINED WITHIN THE TELECOMMUNICATIONS ACT.

J) BY PORTING TELEPHONE NUMBER(S) TO CITY COMMUNICATIONS PTY LTD, THE SERVICE THAT WAS ASSOCIATED WITH THAT TELEPHONE NUMBER IS DISCONNECTED FROM THE EXISTING SERVICE PROVIDER'S NETWORK AND MAY RESULT IN FINALIZATION OF THE ACCOUNT FOR THAT

SERVICE. K) BY PORTING THE TELEPHONE NUMBER(S) TO CITY COMMUNICATIONS PTY LTD, ANY DSL/SPECTRUM SHARING SERVICE ASSOCIATED WITH THE TELEPHONE

NUMBER(S) WILL BE DISCONNECTED AND MAY RESULT IN FINALIZATION OF THE DSL SPECTRUM SHARING ACCOUNT FOR THAT SERVICE.

L) THE CUSTOMER OR END USER MAY HAVE OUTSTANDING CONTRACTUAL OBLIGATIONS AND COSTS OWED TO THE CURRENT SERVICE PROVIDER, WHICH MAY INCLUDE EARLY TERMINATION AND PORTING FEES. CITY COMMUNICATIONS PTY LTD IS NOT LIABLE FOR ANY SUCH COSTS.

M) THE CUSTOMER IS RESPONSIBLE FOR COLLECTING A SIGNED PAF ("PORT AUTHORITY FORM") FROM THE ACCOUNT HOLDER OF THE END

USER'S SERVICE INCLUDING THE NUMBERS TO BE PORTED TO CITY COMMUNICATIONS PTY LTD, THE ACCOUNT NUMBER WITH THE OTHER PROVIDER AND DATE OF

AGREEMENT. CITY COMMUNICATIONS PTY LTD MAY BE REQUIRED TO AUDIT THESE PORT AUTHORITY FORMS AND THE CUSTOMER MAY BE REQUIRED TO SUPPLY

THE ORIGINAL SIGNED FORM WITHIN ONE BUSINESS DAY. THE CUSTOMER ENSURES THAT THE PAF CONTAINS THE SAME CONDITIONS FOR THEIR END USERS THAT THEY HAVE AGREED TO FOR NUMBER PORTABILITY UNDER THIS SCHEDULE. IF A PAF DOES NOT EXIST FOR

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NUMBER THAT WAS PORTED, THE NUMBER MAY BE PORTED BACK TO THE PREVIOUS CARRIER OR CARRIAGE SERVICE PROVIDER AND THE CUSTOMER WILL BE LIABLE FOR ANY COSTS ASSOCIATED WITH THIS.

N) IF A NUMBER IS CANCELED OR NO LONGER REQUIRED BY THE END USER, THE CUSTOMER MUST INFORM CITY COMMUNICATIONS PTY LTD WITHIN 1 BUSINESS DAY. CITY COMMUNICATIONS PTY LTD WILL CANCEL THE SERVICE NUMBER AND RETURN THE NUMBER TO THE DONOR/ORIGINATING CARRIER OF THE NUMBER AS SPECIFIED IN THE LNP INDUSTRY CODE.

#### 6.5 CALLER LINE IDENTIFICATION

YOU ACKNOWLEDGE THAT WHEN:

- A) A CALL IS MADE USING A SERVICE, THE CLI MAY AUTOMATICALLY BE SENT TO THE TELECOMMUNICATIONS EQUIPMENT OF THE PERSON RECEIVING THE CALL; AND
- B) A CALL IS RECEIVED USING A SERVICE, THE CLI OF THE CALLING PARTY MAY BE DISPLAYED OR RECORDED BY THE EQUIPMENT, UNLESS CLI IS BARRED BY THE PERSON MAKING THE CALL. THE CUSTOMER MUST COMPLY, AND USE REASONABLE ENDEAVORS TO ENSURE THAT END USERS AND ANY THIRD PARTIES USING THE SERVICE COMPLY WITH APPLICABLE PRIVACY AND OTHER GUIDELINES AS WELL AS INDUSTRY CODES OF PRACTICE ON THE USE AND CAPTURE OF CLI.
- C) SERVICES WITHOUT A GEOGRAPHIC NUMBER (OUTBOUND/CALL TERMINATION SERVICES ONLY) WILL NOT HAVE THEIR CLI SENT OUTSIDE THE CITY COMMUNICATIONS PTY LTD NETWORK REGARDLESS OF IT BEING BLOCKED OR ALLOWED.
- D) CITY COMMUNICATIONS PTY LTD CANNOT GUARANTEE THAT THE CLI WILL BE PRESENTED OR SENT FOR ALL CALLS. CLI WILL ONLY BE SENT FOR NUMBERS

ASSIGNED TO THE SERVICE BY CITY COMMUNICATIONS PTY LTD, UNLESS OTHERWISE PERMITTED IN WRITING BY CITY COMMUNICATIONS PTY LTD. THE CUSTOMER MUST ENSURE THAT THE END USER'S EQUIPMENT PRESENTS THE CORRECT CLI FOR THE ACCOUNT THAT THE CALL IS BEING MADE FROM.

#### 7. CUSTOMER OBLIGATIONS

7.1 CITY COMMUNICATIONS PTY LTD IS NOT RESPONSIBLE FOR THE CONNECTIVITY AND MAINTENANCE OF THE END USER CPE EQUIPMENT TO THE CITY COMMUNICATIONS PTY LTD NETWORK, NOR CAN CITY COMMUNICATIONS PTY LTD PROVIDE SUPPORT OR ASSISTANCE TO THE END USER DIRECTLY.

#### 7.2 ACCESS TO EMERGENCY SERVICES

WITHOUT LIMITING THE SERVICE DESCRIPTION, THE CUSTOMER AND END USER ACKNOWLEDGE THAT THE SERVICE RELIES ON A SUPPLY OF ELECTRICITY AND A CURRENT AND ACTIVE SERVICE THAT IS ABLE TO CONNECT TO THE CITY COMMUNICATIONS PTY LTD NETWORK. THE SERVICE MAY NOT ENABLE

THE END USER TO CONNECT TO EMERGENCY SERVICES IF THE SUPPLY OF ELECTRICITY FAILS, THERE IS A FAULT WITH THE END USERS SERVICE

OR EQUIPMENT CONNECTING TO THE CITY COMMUNICATIONS PTY LTD NETWORK. CITY COMMUNICATIONS PTY LTD IS UNDER NO LIABILITY IF THE CUSTOMER OR ITS END USERS ARE UNABLE

TO ACCESS EMERGENCY SERVICES FROM THE SERVICE AT ANY TIME. THE CUSTOMER MUST ENSURE THAT END USER RECORDS AS TO THE

LOCATION OF THE SERVICE ARE UP-TO-DATE AS CALLS TO EMERGENCY SERVICES RELY ON THIS INFORMATION. THE END USER MAY NEED TO

GIVE INFORMATION TO THE OPERATOR (INCLUDING FULL ADDRESS AND TELEPHONE NUMBER DETAILS) EACH TIME A CALL IS MADE TO EMERGENCY SERVICES.

#### 7.3 INTEGRATED PUBLIC NUMBER DATABASE (IPND)

THE CUSTOMER ACKNOWLEDGES THAT CITY COMMUNICATIONS PTY LTD IS OBLIGED BY LAW TO SUPPLY SPECIFIED END-USER INFORMATION WITH RESPECT TO ANY

PERSON WHO IS ALLOCATED A GEOGRAPHIC FOR THE PURPOSES OF THE INTEGRATED PUBLIC NUMBER DATABASE. THE INFORMATION HELD

IN THIS DATABASE MAY ONLY BE PROVIDED FOR AN APPROVED PURPOSE TO APPROVED ORGANIZATIONS SUCH AS DIRECTORY INFORMATION

ORGANIZATIONS OR FOR THE ASSISTANCE OF EMERGENCY SERVICE OR LAW ENFORCEMENT ORGANIZATIONS. THE CUSTOMER MUST ENSURE

THAT ANY CHANGES TO THE END USER SERVICES ARE PROVIDED TO CITY COMMUNICATIONS PTY LTD AS SOON AS POSSIBLE. CITY COMMUNICATIONS PTY LTD RETAINS THE RIGHT TO

SUSPEND SERVICES THAT DO NOT HAVE A CORRECT OR INCOMPLETE ADDRESS AND/OR THE LOCATION DETAILS ARE NOT REPRESENTATIVE OF

THE SZU (STANDARD ZONE UNIT) OF WHERE THE NUMBER IS ALLOCATED.

7.4 ALL CITY COMMUNICATIONS PTY LTD EQUIPMENT PROVIDED TO THE USER REMAINS IN THE OWNERSHIP OF CITY COMMUNICATIONS AND IS PROVIDED ON A FREE LEASE BASIS. A HOLDING DEPOSIT MAY BE REQUIRED UP FRONT IF NO SECURITY IS PROVIDED. IT IS THE USERS RESPONSIBILITY TO ENSURE THE EQUIPMENT INCLUDING ROUTERS PHONES ETC. ARE RETURNED TO CITY COMMUNICATIONS UPON CANCELLATION OF THEIR ACCOUNT.

#### 8. SERVICE LEVEL AGREEMENTS

8.1 ALL SERVICES ARE COVERED BY A SERVICE LEVEL AGREEMENT TO ENSURE AVAILABILITY OF SERVICES SHOULD THEY BECOME UNAVAILABLE. THE SLA

IS BASED ON THE TYPE OF SERVICE SUPPLIED, AND EXCLUDES THE FOLLOWING;

- PLANNED NETWORK OUTAGES
  - ACTS, OMISSIONS AND DELAYS BY THE CUSTOMER INCLUDING INSTALLATION REQUIREMENTS BEYOND SLA ACTIVATION PERIOD.
  - BEHAVIOR OF CUSTOMER EQUIPMENT, FACILITIES OR APPLICATIONS.
  - ACTS OF GOD AND ANY OTHER SITUATIONS BEYOND THE REASONABLE CONTROL OF CITY COMMUNICATIONS PTY LTD.
  - UNAVAILABILITY OF VACANT PAIRS/LINES AND DISTANCE FROM THE EXCHANGE FOR ACCESS TAILS.
- CITY COMMUNICATIONS PTY LTD'S SERVICE ASSURANCE OBLIGATIONS DO NOT EXTEND TO FAULTS CAUSED AS A RESULT OF:
- ANY FAULT IN EQUIPMENT, SOFTWARE OR ANY NETWORK NOT FORMING PART OF THE SERVICE OR THE CITY COMMUNICATIONS PTY LTD EQUIPMENT.

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- DAMAGE FROM ANY EXTERNAL CAUSE THAT MAY PREVENT THE SERVICE OR THE CITY COMMUNICATIONS PTY LTD EQUIPMENT WORKING.

- ACTS OR OMISSIONS OF THE CUSTOMER OR END USER.
- THIRD PARTY EQUIPMENT THAT IS NOT INSTALLED BY CITY COMMUNICATIONS PTY LTD.
- THE REMOVAL OF CITY COMMUNICATIONS PTY LTD EQUIPMENT.

NETWORK UNAVAILABILITY DOES NOT INCLUDE ANY UNAVAILABILITY RESULTING FROM:

- PLANNED NETWORK OUTAGES
- ACTS OR OMISSIONS A CUSTOMER OR END USER
- ACTS OF GOD AND ANY OTHER SITUATIONS BEYOND THE REASONABLE CONTROL OF CITY COMMUNICATIONS PTY LTD.
- FAULTS IN THE CUSTOMER OR END USER EQUIPMENT OR SOFTWARE.
- DAMAGE DUE TO EXTERNAL CAUSES, E.G. VANDALISM, THEFT, ETC.

8.2 THIS SLA ONLY APPLIES TO INDIVIDUAL SERVICES.

8.3 CITY COMMUNICATIONS PTY LTD MAY, BUT IS NOT OBLIGED TO PROVIDE THE CUSTOMER OR END USER WITH ON SITE TECHNICAL SUPPORT SHOULD THERE BE A FAULT WITH THE

SERVICE. SHOULD THERE BE NO FAULT WITH THE SERVICE AND/OR CITY COMMUNICATIONS PTY LTD IS REQUESTED TO FIX THE FAULT WITH THE SERVICE, CITY COMMUNICATIONS PTY LTD RESERVES THE RIGHT TO CHARGE FOR THIS SERVICE. CITY COMMUNICATIONS PTY LTD MAY ACCESS CUSTOMER OR END USER CONTENT AND OTHER PARTS OF THE SERVICE AS NECESSARY TO IDENTIFY AND RESOLVE TECHNICAL PROBLEMS OR TO RESPOND TO SERVICE COMPLAINTS.

8.4 SERVICE ASSURANCE

THE CUSTOMER IS RESPONSIBLE FOR ISOLATION AND RECTIFICATION OF SERVICE FAULTS WITH THEIR OWN EQUIPMENT AND WHERE APPLICABLE THEIR OWN

NETWORK. IN CASES WHERE THE CUSTOMER BELIEVES THAT THE FAULT IS NOT IN THE NETWORK OR END USER EQUIPMENT BUT IN THE CITY COMMUNICATIONS PTY LTD

NETWORK, THE CUSTOMER MUST LODGE A SUPPORT REQUEST WITH CITY COMMUNICATIONS PTY LTD VIA THE CITY COMMUNICATIONS PTY LTD SUPPORT DESK AS PER THE CUSTOMER SUPPORT

MANUAL. FAULTS CAN ONLY BE LODGED TO UPSTREAM CARRIERS DURING BUSINESS HOURS, SHOULD THE FAULT BE OUTSIDE THE CITY COMMUNICATIONS PTY LTD'S NETWORK.

8.5 FAULT RESPONSE & RESTORATION TIME

FAULT RESPONSE TIME IS THE TIME TAKEN BY CITY COMMUNICATIONS PTY LTD TO ACKNOWLEDGE A FAULT REPORTED DURING THE SERVICE PERIOD.

MINOR PROBLEM MEANS A SERVICE PROBLEM THAT THE CUSTOMER DOES NOT VIEW AS CRITICAL OR MAJOR. MINOR PROBLEMS ARE THOSE THAT DO

NOT SIGNIFICANTLY AFFECT THE END USER SERVICE.

MAJOR PROBLEM MEANS A SERVICE PROBLEM THAT SERIOUSLY AFFECTS THE END USER OPERATION, MAINTENANCE, AND ADMINISTRATION, ETC. AND

REQUIRES IMMEDIATE ATTENTION, E.G. REDUCTION OF DATA CARRYING CAPACITY, REPEATED SHORT OUTAGES OR SIGNIFICANT INCREASE IN OCCURRENCE

OF SUPPORT REQUESTS

CRITICAL PROBLEM MEANS A SERVICE PROBLEM IN THE CITY COMMUNICATIONS PTY LTD NETWORK THAT SEVERELY AFFECTS THE END USER SERVICE, AND REQUIRES

IMMEDIATE CORRECTIVE ACTION, E.G. LOSS OF SERVICE CONNECTIVITY, SEVERELY DEGRADED SERVICE PERFORMANCE

RESPONSE TIMES FOR EACH CATEGORY OF SERVICE:

MINOR: 24 HOURS MAJOR: 4 HOURS CRITICAL: 1 HOUR

SEVERITY TARGET FAULT RESTORATION TIME

CRITICAL 30 MINUTES

MAJOR 4 HOURS

MINOR 24 HOURS

8.6 SERVICE REBATES

IF CITY COMMUNICATIONS PTY LTD DETERMINES IN ITS REASONABLE COMMERCIAL JUDGEMENT THAT DURING ANY CALENDAR MONTH, THE CITY COMMUNICATIONS PTY LTD SERVICE WAS UNAVAILABLE FOR A

TOTAL PERIOD LONGER THAN SIX BUSINESS HOURS, THEN THE CUSTOMER ACCOUNT WILL BE CREDITED AS FOLLOWS:

SERVICE UNAVAILABILITY (BUSINESS HOURS) REBATE(ONLY RECURRING MONTHLY CHARGES)

BETWEEN 6 AND 20.5 HOURS 10%

MORE THAN 20.5 HOURS BUT LESS THAN 42.5 HOURS 20%

MORE THAN 42.5 HOURS 50%

BUSINESS DAYS ARE WEEKDAYS, EXCLUDING NATIONAL PUBLIC AND GAZETTE HOLIDAYS, THAT COMMENCE AT 8:00AM AND FINISH AT 6:00PM.

BUSINESS HOURS ARE 8:00AM TO 6:00PM WEEKDAYS EXCLUDING NATIONAL PUBLIC AND GAZETTED HOLIDAYS.

8.7 SERVICE CREDIT CLAIM PROCESS

A CREDIT WILL ONLY BE GIVEN WHERE:

(A) THE CUSTOMER IS CURRENT WITH PAYMENTS FOR ALL UNDISPUTED INVOICES RENDERED BEFORE THE CLAIM;

(B) THE CUSTOMER HAS LODGED WITH CITY COMMUNICATIONS PTY LTD A CLAIM FOR A CREDIT AND PROVIDED CITY COMMUNICATIONS PTY LTD WITH ALL

EVIDENCE AVAILABLE TO YOU TO SUPPORT SUCH CLAIM INCLUDING A CITY COMMUNICATIONS PTY LTD TROUBLE TICKET NUMBER.

CREDIT CLAIMS ARE NOT ACCEPTED WHERE A CITY COMMUNICATIONS PTY LTD TROUBLE TICKET HAS NOT BEEN LODGED;

(C) CLAIMS HAVE BEEN RECEIVED BY CITY COMMUNICATIONS PTY LTD WITHIN 30 DAYS OF THE END OF THE MONTH TO WHICH THE CLAIM

RELATES; AND

(D) CITY COMMUNICATIONS PTY LTD HAS ACKNOWLEDGED TO THE CUSTOMER THE RESPONSIBILITY FOR THE FAULT.

CITY COMMUNICATIONS PTY LTD WILL MAKE AN ACKNOWLEDGEMENT TO YOU WITHIN 7 DAYS OF THE CUSTOMER LODGING A  
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CLAIM AND SHALL PROVIDE REASONS TO THE CUSTOMER IF, FOR ANY REASON, IT DENIES LIABILITY FOR THE FAULT. IF THE CUSTOMER DISAGREES WITH CITY COMMUNICATIONS PTY LTD DENIAL OF A CLAIM, THE CUSTOMER SHALL BE ENTITLED TO EXERCISE THE DISPUTE RESOLUTION PROCEDURES DESCRIBED IN THE MASTER SERVICES AGREEMENT. CLAIMS

WHERE CITY COMMUNICATIONS PTY LTD HAS ACCEPTED RESPONSIBILITY WILL BE APPLIED TO THE CUSTOMER'S INVOICE DURING THE MONTH FOLLOWING CITY COMMUNICATIONS PTY LTD'S ACKNOWLEDGEMENT OF RESPONSIBILITY FOR THE FAULT.

#### 8.8 AFTER HOURS SUPPORT

ANY SERVICE REQUEST OUTSIDE STANDARD CITY COMMUNICATIONS PTY LTD BUSINESS HOURS (EXCLUDING PUBLIC HOLIDAYS) OF 9AM TO 5PM AEST MONDAY-FRIDAY MAY BE HANDLED BY AN AFTER-HOURS PAGING SERVICE. AFTER-HOURS SUPPORT IS LIMITED TO CRITICAL ISSUES WITHIN THE CITY COMMUNICATIONS PTY LTD NETWORK THAT AFFECT THE END USERS OPERATION. OTHER SUPPORT REQUESTS WILL BE CLASSED AS NON-URGENT AND RETURNED DURING BUSINESS HOURS.

#### 9. ACCEPTABLE USAGE

9.1 THE CUSTOMER WARRANTS (WITHOUT LIMITING ANY CLAUSE WITHIN THE MASTER SERVICES AGREEMENT) THAT IT WILL NOT USE, OR ATTEMPT TO USE, A SERVICE AND THAT IT WILL USE ALL REASONABLE ENDEAVORS TO PREVENT ITS END USERS USING OR ATTEMPTING TO USE A SERVICE:

- (A) TO BREAK ANY LAW OR TO INFRINGE ANOTHER PERSON'S RIGHTS;
- (B) TO EXPOSE CITY COMMUNICATIONS PTY LTD OR ITS SUPPLIERS TO LIABILITY;
- (C) TO TRANSMIT, PUBLISH OR COMMUNICATE MATERIAL WHICH IS DEFAMATORY, OFFENSIVE, ABUSIVE, INDECENT, MENACING OR UNWANTED; OR
- (D) IN ANY WAY WHICH DAMAGES, INTERFERES WITH OR INTERRUPTS THE SERVICE, THE CITY COMMUNICATIONS PTY LTD'S NETWORK OR A SUPPLIER NETWORK.

9.2 THE CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR:

(A) ENSURING IT HAS ALL NECESSARY CONSENTS AND AUTHORIZATIONS TO RESUPPLY THE SERVICE TO END USERS, INCLUDING CONSENTS AND AUTHORIZATIONS FROM END USERS, SUPPLIERS AND OTHER CARRIAGE SERVICE PROVIDERS;

(B) DEALING WITH END USERS CONCERNING FAULT REPORTS AND OTHER COMPLAINTS OR ENQUIRIES ABOUT THE SERVICE;

(C) RESPONDING TO ALL END USER FAULT REPORTS, COMPLAINTS OR ENQUIRIES ABOUT SERVICES WHICH ARE PROVIDED USING THE SERVICE; AND

(D) BILLING AND COLLECTING FROM END USERS FOR ALL SERVICES WHICH ARE PROVIDED USING THE SERVICE.

9.3 THE CUSTOMER ACKNOWLEDGES THAT NEITHER CITY COMMUNICATIONS PTY LTD NOR ITS SUPPLIERS ARE OBLIGED TO:

(A) MONITOR USE OF THE SERVICE OR ANY INDIVIDUAL SERVICE

(B) SUSPEND OR CONFIGURE AN INDIVIDUAL SERVICE IF ANY OF THE EVENTS SPECIFIED IN THIS SERVICE SCHEDULE OCCUR, AND WHETHER OR NOT CITY COMMUNICATIONS PTY LTD DOES SO, THE CUSTOMER REMAINS LIABLE FOR USE OF THE SERVICE.

9.4 CITY COMMUNICATIONS PTY LTD MAY ASK THE CUSTOMER TO STOP, OR ASK IT TO STOP ITS END-USERS, ACTING OR FAILING TO ACT IN A MANNER WHICH CITY COMMUNICATIONS PTY LTD REASONABLY

BELIEVES IS CONTRARY TO PARAGRAPHS 9.1 AND 9.2. THE CUSTOMER WILL AS SOON AS REASONABLY PRACTICABLE (BUT IN ANY CASE WITHIN TWO

BUSINESS DAYS) COMPLY WITH ANY SUCH REQUEST. IF THE CUSTOMER DOES NOT, THEN CITY COMMUNICATIONS PTY LTD MAY, IN ITS ABSOLUTE DISCRETION AND WITHOUT

LIABILITY, TAKE ANY STEPS REASONABLY NECESSARY TO ENSURE COMPLIANCE WITH PARAGRAPHS 9.1 INCLUDING SUSPENDING THE RELEVANT SERVICE.