



Standard Form of Agreement

Effective: 1 October 2022

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Standard Form of Agreement

This Standard Form of Agreement (**SFOA**) sets out the terms and conditions between you the (**Customer**) and Redfox Corporation Pty Ltd (**Redfox**).

Recitals

- A. Redfox holds a Carrier Licence and is a provider of telecommunications services.
- B. The Customer has engaged Redfox to provide telecommunications services.
- C. Redfox agrees to provide the Services to the Customer, and the Customer agrees to acquire the Services, for the Charges and on the Terms of this Agreement.

1 Introduction

1.1 Terms and Conditions

Redfox supplies the Services on the terms and conditions in this Standard Form of Agreement (SFOA). If you obtain Services from us, you do so in accordance with these terms and conditions along with the other documents which comprise your Agreement with us.

These Terms and Conditions apply to all customers who acquire an Internet Service, where the value of the Service does not exceed \$100,000 pa from 1 July 2021 (or \$40,000 pa up to 30 June 2021), unless we both specifically agree otherwise. These terms and conditions do not apply to wholesale, commercial or large business contracts.

1.2 Agreement Structure

1.2.1 Your Agreement with us comprises:

- a) The Terms contained in this SFOA;
- b) Your Application Form (i.e. including compliance with our Acceptable Use Policy);
- c) Critical Information Summary; and
- d) Policies.

1.2.2 Unless expressly stated otherwise, the order of precedence for resolving any inconsistency between the parts of this Agreement is the order which appears in clause 1.2.1.

1.2.3 You can obtain the latest version of our consumer terms, critical information summaries, Application forms and policies from our office or our website www.redfoxcorp.com.au. Alternatively, if you have difficulty reading or understanding English, our customer service team can provide assistance.

1.3 Changes to the Agreement

1.3.1 Due to the nature of the Telecommunications Industry, it is necessary for our Agreements and Policies to be updated on a regular basis. This means that these documents may be updated without your agreement.



- 1.3.2 If we reasonably consider that a change to any term in our Agreements and Policies will likely benefit or have a neutral impact upon you, we can make the change immediately and do not need to inform you.
- 1.3.3 Should the change be detrimental to you, we will notify you at least 21 working days before the proposed change is to take effect.
- 1.3.4 If a change needs to be communicated to you, we will provide notice of this on our website, and may directly notify you using one of the following methods:
 - a) Email (nominated on your account);
 - b) SMS (to your pre-authorized mobile number);
 - c) Listed as a notation on your monthly tax invoice; or
 - d) Phone call (nominated phone number).
- 1.3.5 If you can demonstrate that the change has a considerable negative impact upon you, you may cancel the Service without incurring cancellation fees, excluding the cost of any hardware or installation.
- 1.3.6 We do not need to give you 21 days' notice of proposed changes or provide the option to cancel your Service in the following situations:
 - a) Urgent changes required by law, security reasons or for the technical integrity of Our Network.
 - b) Introduction of new charges or increases to existing charges due to additional taxes or levies imposed by law.
 - c) Introduction or increases to charges relating to credit card and direct debit fees, provided a reasonable payment alternative is provided at the same or lesser cost than the original charge.

2 Notices

2.1 Method

Notices under this agreement may be sent by via email, SMS or ordinary post.

2.2 Receipt of Notices

All notices will be deemed received:

- a) For email and SMS, on transmission receipt for our server or third-party server.
- b) For ordinary post, three business days following dispatch.

3 Services

3.1 Service Description

Redfox provides Internet Services over a Fixed Wireless Network which is owned and managed by us. We also provide access to NBN services where requested should our Fixed Wireless Network not be available from your requested address.



More detailed information regarding the Service you have selected is detailed within the applicable Critical Information Summary.

3.2 Quality of Service

We will make reasonable efforts to deliver the Service to you with due care and skill. In the event of unexpected faults, we will use reasonable endeavours to ensure the Service is restored as soon as possible.

Whilst Redfox endeavours to make its Services available continuously (except for network maintenance), Redfox does not guarantee that you will have access to the Service at all times.

3.3 Ordering the Service

You may order Service by using one of the following methods:

- a) using the Redfox online Application facilities made available;
- b) over the phone or in-store by speaking to a Redfox representative and completing the relevant paperwork; or
- c) providing a Purchase Order referencing a valid Redfox Quote.

3.4 Accepting your Application

Once an Application is made, we will decide whether to accept your Application and supply the Service to you based upon the following:

- a) Availability of the Service at your requested address;
- b) Your eligibility for the Service requested;
- c) The accuracy of the information provided to us by you;
- d) Meeting our credit requirements;
- e) Confirmation that you are 18 years or older; and
- f) Your prior conduct or history in regards to the supply of any goods and services to you.

3.5 Fixed Term vs Non-Fixed Term

- 3.5.1 *Fixed Term* - Redfox will provide the Service to you for Minimum Term specified in your Application, or until cancelled by you, in accordance with the terms of this Agreement.
- 3.5.2 *Non-Fixed Term* – Redfox will provide the Service until cancelled by you, in accordance with the terms of this Agreement.
- 3.5.3 Once the Minimum Term for a Fixed Term Service is completed, the Service reverts to a Non-Fixed Term Service.
- 3.5.4 Where you cancel the Service before the end of the Minimum Term on a Fixed Term Service, you may be required to pay an early termination fee in accordance with clause 7.1.

3.6 Commencement Date

Subject to our acceptance of your Application, this SFOA commences on the following date:

- a) If you sign an Application form, the date you sign the document;
- b) If you apply using an online Application form, the date you submit the Application; or
- c) In any other case, the date the Service is activated.

3.7 Service Start Date

The Service Start Date is the date we start supplying the Service to you, unless otherwise agreed in writing, for the purpose of calculating the Minimum Term.



3.8 Connecting the Service

- 3.8.1 We will install your Service at the Premises specified in your Application, and you agree to provide safe and efficient access to the Premises to:
- a) Install equipment required to operate the Service;
 - b) Maintain, repair, replace, inspect or test any equipment; and
 - c) Recover equipment following termination of the Service.
- 3.8.2 You authorise Redfox, its employees, agents, contractors and representatives to enter your Premises for the purposes of clause 2.8.1, at a time which is mutually convenient to both parties.
- 3.8.3 We may be entitled to cancel the installation and/or Service if the Premises is considered unsafe or presents an undue risk to Redfox and its representatives.
- 3.8.4 If you do not own the Premises, you must obtain the owner's permission for us to access, install and maintain the equipment. You indemnify us against any claim the owner of the Premises makes against us relating to our installation, ongoing delivery and maintenance of the Service to your Premises.
- 3.8.5 You must obtain and maintain, at your expense, any permits, licences, approvals, authorisations, required for the installation and operation of the Equipment and connection of the Service.
- 3.8.6 If the installation must be rescheduled as a result of clause 2.8.5, we may invoice you for reasonable additional costs incurred as a result of the delay.
- 3.8.7 Should your Premises already have Redfox installed, you will be charged an Activation Fee as per our Install Amendment Schedule. One of our technicians will attend your Premises to inspect the existing install, its integrity and signal strength. Any works which need to be carried out to bring the install up to standard will be at the customer's expense.
- 3.8.8 Where natural obstructions (e.g. tree growth) present local to your property after 12 months of the Service being connected, you are responsible for the cost of either:
- a) Removal of the obstruction; or
 - b) Relocation of the equipment;
- to restore the Line of Sight (LOS).

3.9 Standard vs Non-Standard Installation

- 3.9.1 Standard Installation pricing is quoted with each Service and includes the following:
- a) Installation of an outdoor antenna unit on the outside of your Premises using a mast no higher than 1.2m;
 - a) Installation of a wireless router / or configuration of pre-existing wireless router, as stipulated in your Application;
 - b) Connection of an ethernet cable from the wireless outdoor antenna unit, via a wall plate to the wireless router;
 - c) Connection of the outdoor antenna unit and wireless router to a power supply unit (where applicable), connected to the nearest standard 240V power point to where the wireless router is located;
 - d) Up to 30m ethernet cabling; and



e) Premises is a single-story building.

3.9.2 Non-standard Installation pricing applies to installation scenarios which do not meet the above criteria. The prices for a non-standard install are quoted on the Install Amendment Form and within our Pricing Schedule.

3.9.3 If a high risk “working at heights” activity is required, this will automatically trigger a non-standard installation due to the inherent safety risks involved and additional equipment to complete the installation.

3.10 Using the Service

3.10.1 When you use the Service, you and any other person must do so lawfully, and in accordance with our Acceptable Use Policy and your Agreement with us.

3.10.2 When you use the Service you must not use, or attempt to use the Service to:

- a) break any law or to infringe another person’s rights (including copyright infringement);
- b) transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unsolicited;
- c) for any illegal purpose or practice;
- d) interfere, disrupt or degrade the Redfox Network used to supply the Service.

3.10.3 If we believe you have breached the requirements under 2.10.1 or 2.10.2, we may issue you a request to cease such actions. You must adhere to such requests immediately, or risk suspension or cancellation of your Service.

3.10.4 All IP addresses allotted to you by Redfox, whether as a static address or dynamically allocated:

- a) Remain the sole property of Redfox;
- b) May be changed or revoked by Redfox at our sole discretion at any time; and
- c) Are not transferrable.

3.10.5 You are responsible for providing any security or privacy measures for your computer networks and any data stored on those networks or accessed through the Service. We will not be liable to you in respect of any loss, damage, costs or expenses incurred by you in connection with your failure to provide that security.

3.10.6 We may monitor use of the Service to investigate a breach (or suspected breach) upon the request of an authoritative body.

3.11 Service Variations

3.11.1 You may request to vary your current Service by selecting a different Redfox Service using the applicable Change of Plan form. A fee may apply for making a variation which is detailed in the Pricing Schedule.

3.11.2 If you are under a Fixed Term Agreement, you may upgrade to a higher Service without incurring a fee. Note that you may downgrade your Service again at a later date, however you can never downgrade to a plan lower than the initial contracted Service plan whilst on a Fixed Term contract.

3.11.3 Only one Service variation is permitted per billing period.

4 Equipment

4.1 Redfox Owned Equipment (Redfox Equipment)

- 4.1.1 Where we provide Equipment to you for use in the provision of the Services, but do not sell the Equipment to you:
- a) Risk for Redfox Equipment passes to you on delivery;
 - b) Ownership or Title of Redfox Equipment does not pass to you and remains the property of Redfox;
 - c) You must not register any interest in Redfox Equipment under the PPSA;
 - d) You must only use Redfox Equipment in accordance with the Manufacturer's specifications or our written instructions; and
 - e) You must not damage or remove the Redfox Equipment and must pay us for any loss or damage, except to the extent that it is considered fair wear and tear or caused by Redfox.
- 4.1.2 Upon termination of Services for any reason, you will immediately return all Redfox Equipment to us, or make it available for collection by us. If recovery of Redfox Equipment cannot be made within two weeks of service cancellation, you must pay to us, on demand, the full retail price of the Redfox Equipment (including the cost of acquiring or renewing any necessary software licences) or price otherwise stipulated by Redfox.
- 4.1.3 If we are unable to recover the Redfox Equipment as per 4.1.2, we may recover the value as a debt due by you, including offsetting any account credit remaining in your account.

4.2 Equipment Purchased by You from Redfox (Purchased Equipment)

If we sell Equipment to you either for use in the provision of the service or otherwise:

- a) Risk for the Purchased Equipment passes to you on delivery;
- b) Ownership or Title of the Purchased Equipment does not pass to you until we receive full payment from you; and
- c) Until full payment is received, you must not remove any product identification and comply with our reasonable instructions to protect the Purchased Equipment.



4.3 Equipment Purchased by You from a Third Party (Customer Equipment)

- 4.3.1 If you will be supplying your own Equipment to use in conjunction with the Service, you are responsible for the Equipment.
- 4.3.2 The Customer must ensure that all Equipment has all necessary regulatory approvals, is not prohibited by ACMA, complies with all applicable laws and regulatory standards and is capable of operating with the Service.
- 4.3.3 Equipment purchased from a Third Party must meet the requirements specified (if any) in the Application Form or Critical Information Summary.
- 4.3.4 Redfox will not be liable for any failure to provide a Service, or any delay in providing a Service or for Service Interruptions or degradation, to the extent such is caused by or contributed to by Equipment purchased from a Third Party.

4.4 Lost, Stolen or Damaged Equipment

You are responsible for any lost, stolen or damaged Redfox Owned Equipment, including outstanding payments for this Equipment you have purchased from us, except if it is caused by us or our representatives.

4.5 Warranty

- 4.5.1 All equipment supplied by Redfox as part of your Service installation are covered by a return to base repair or replacement warranty against all manufacturing faults for 12 months from the date of purchase.
- 4.5.2 Installation of cable and masts carries a 12-month warranty from date of installation.

4.6 Access

In order to deliver the Service, you will:

- a) Provide or procure all necessary consents and approvals (including landlord approval) and rights of access for Redfox to inspect, deliver, install, modify, replace, maintain, Service and remove any such equipment (including fixtures).
- b) Ensure that any landlord or relevant third party, including an End User, allows Redfox and its representatives access to the Equipment for any of the purposes set out in the clause above. Where the Equipment is the property of Redfox, this right of access will continue until the Equipment is retrieved, even if this agreement has terminated.
- c) Ensure that persons who are not authorised by Redfox are not able to access the Equipment.
- d) Promptly provide to Redfox in writing, details of relevant safety and access protocols (as updated from time to time). We will use best endeavours to comply with such reasonable safety and access protocols once notified.
- e) Acknowledge that Redfox will not be liable for any failure to provide a Service, or any delay in providing a Service or for an Interruption to a Service to the extent such is caused or contributed to by any failure by you to meet the obligations under this clause.

4.7 Interference

You will ensure that the Equipment used in providing the Service will not be altered, repaired, serviced, removed or moved, except with Redfox's written consent and only by representatives approved by Redfox.

5 Service Charges and Billing

5.1 Service Charges

- 5.1.1 In order to receive a Service, you must pay Redfox all fees and charges for the Service, including any additional fees and charges noted in the agreement, critical information summary, application form, pricing schedule or notified by us in writing.
- 5.1.2 You accept liability for any and all use of the Service supplied to you.

5.2 Billing

- 5.2.1 We will bill you one month in advance until termination, from the date your Service was actively installed.
- 5.2.2 Installation Fees are to be paid upon application submission, or at a date later specified by Redfox personnel. In the event your installation does not proceed, your payment will be refunded in full within 10 business days.
- 5.2.3 Where a credit card was provided, we will automatically charge the invoiced value specified in your Service Application for any amount owing, and email you a copy of the invoice and receipt.
- 5.2.4 Monthly Installation Fees (Monthly Repayment Options “MRO”) will be included on your monthly bill with the Service charge until repayments are complete.
- 5.2.5 Bills will be emailed to the email address nominated on your Application. It is your responsibility to update these details should they change. This can be achieved by contacting us or via the Customer Portal.
- 5.2.6 If Redfox discovers it has not billed you for Services supplied, or that a previous bill understates the charges payable, Redfox may issue an additional or amended invoice for the unbilled or understated charges. Redfox will generally only exercise its right to do so within twelve months after the unbilled or understated charge was incurred.
- 5.2.7 If Redfox discovers you have overpaid as a result of a billing error, your account will be credited with the overpayment.

5.3 GST

Unless otherwise stated, the fees and charges set out in the Agreement and Schedules are inclusive of GST.

5.4 Payment Methods

The following methods are available for payment of your account:

- a) Bank Account transfer;
- b) Direct Debit from nominated Credit Card;
- c) Manual deduction from Visa, MasterCard or Amex;
- d) Eftpos in store; and
- e) Credit card payment via the customer portal.



5.4.1 Credit card direct debit payments will be taken on the due date as stated on the tax invoice provided.

5.5 Overdue Bills and Non-Payment

5.5.1 The due date of your bill can be located on your tax invoice.

5.5.2 Should your bill fall overdue by 7 days or greater, your Service will be automatically suspended until the account is cleared.

5.5.3 If the bill remains overdue for 30 days or greater, the following may occur:

- a) Cancellation of the Service, including any applicable termination fees.
- b) We may engage a collection agency to recover the money owed to us. This process may also incur a recovery fee.
- c) Institute legal proceedings against you to recover the money owed to us. If we institute legal proceedings, we may seek to recover any reasonable legal costs incurred.
- d) On-sell any unpaid amounts to a third party. If we do this, any outstanding amounts will be payable to that third party.

5.6 Shaping

5.6.1 Some Services provide limited monthly usage allowances which represent the maximum amount of data which can be used at your specified Service speed in a single billing period. This usage limit measures your total downloads and uploads, and is reset at the start of each new billing period.

5.6.2 If your usage exceeds the monthly usage allowance in a billing period, your Service Speed will be Shaped, meaning your Service will be limited to a slow speed until the data allowance is reset.

5.6.3 If you want to reset your data allowance before your next bill date, you have an option of paying a Data Reset Fee. Alternatively, you can upgrade to a higher plan which will provide the data allowance required.

5.6.4 Any available usage which you do not fully utilise in any billing month cannot be carried over to the next month.

5.7 Moving Premises

5.7.1 If you need to relocate your Service from one location to another, you must submit a Relocation Application for assessment.

5.7.2 If the Service is available at the new address:

- a) We may accept your Application and provide the Service at the new Premises;
- b) If you are still under contract, a Relocation Fee will be charged in accordance with the Pricing Schedule;
- c) If you have 12-months remaining or less on your existing contract, you will be provided with the option of a \$0 relocation fee (based upon a standard installation) if a new 24-month contract is signed.

5.7.3 If the Service is not available at the new address:

- a) If you are out of contract, there are no termination fees payable and the Service will be cancelled; or
- b) If you are under contract, a termination fee will apply in accordance with clause 7.1.



5.8 Financial Hardship

If you are experiencing financial hardship that may affect your ability to pay your bills, then please contact us immediately to discuss your options and refer to our Financial Hardship Policy for details on how you can make an application to enter into a financial hardship arrangement.

6 Customer Support

6.1 Redfox Helpdesk

- 6.1.1 The Redfox Helpdesk will provide telephone assistance on a reasonable efforts basis using the contact details and support hours quoted on our website. Calls outside of support hours will be diverted to a messaging Service for action during normal operating hours, or escalation for some Service types.
- 6.1.2 Assistance is limited to problems using the Redfox Internet Service. 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 Service.
- 6.1.3 You are required to participate in the trouble shooting process in order to investigate and resolve the reported issue. We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by another Supplier's Network or by Your Equipment.
- 6.1.4 We reserve the right to terminate the phone call should you become abusive or unreasonable.
- 6.1.5 Where a technician is required to attend your Premises for any reason other than a fault pertaining to installation or hardware failures, labour and travel charges will apply at your expense in accordance with the Pricing Schedule. This includes charges for repairing a fault if it is caused by negligent, reckless or intentional actions.

6.2 Support Exclusions

- 6.2.1 You acknowledge that we do not provide technical support for Services under the following conditions:
 - a) Running internal networks connected to the Service except in connection with Equipment provided by Redfox that is specifically designed for that purpose; or
 - b) Running network services or providing network services to others via the Service.



- 6.2.2 We cannot guarantee that your connection to the Internet will achieve any specific speed specified in the Critical Information Summary at any given time.
- 6.2.3 We will use reasonable care and skill in providing the Service. However, given the nature of telecommunications systems (including the Service's reliance on systems and services (including the Service's reliance on systems and services not owned or controlled by us), we cannot guarantee that the Service will be continuous, fault-free or accessible at all times.
- 6.2.4 We are unable to provide support for software that was not supplied by us, including software downloaded from the Internet.

6.3 Maintenance and Faults

- 6.3.1 From time to time, Our Network requires maintenance that may interfere with your Service. We will try to conduct scheduled maintenance outside Normal Business Hours but may not always be able to do so. We will provide you with notice of any scheduled maintenance where reasonably possible.
- 6.3.2 We will use reasonable efforts to repair faults in Our Network within a reasonable period.
- 6.3.3 Events outside your or our reasonable control can sometimes interfere with the operation of Our Network and can result in disruption, sometimes on an ongoing basis. Such events include: failure of electrical power supply, failure of air-conditioning, electromagnetic interference, fire, storm, flood, earthquake, accident, terrorism, and war. Changes to laws or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any supplier or any of their personnel) may also interfere with service delivery. When any of these type of events occur Redfox will use its best efforts to restore Services but no compensation will apply to customers, unless as a result of Redfox's fault or negligence.

7 Complaints and Disputes

7.1 Complaints Policy Objective

Redfox is committed to providing our customers with excellent customer service. We aim to handle any complaints which do arise promptly, openly and fairly, and to also communicate in everyday language. It is important that you let us know if you are dissatisfied with any aspect of our service. The sooner we know about any concern, the sooner we can resolve your issue.

7.2 Complaints Policy

We recognise that sometimes satisfactory resolutions are not always immediately possible and if this happens and you wish to lodge a complaint, our Customer Dispute Policy is available from our website.

7.3 Escalation of Complaints

If you are not satisfied with how we resolve your complaint, you can contact the Telecommunications Industry Ombudsman (TIO) for further assistance. The TIO can be contacted by phoning 1800 062 058 or via the TIO website www.tio.com.au.

8 Service Cancellations and Suspensions

8.1 Service Cancellation by You

- 8.1.1 You may cancel the Service at any time in by providing written notice of your intention via email to internet@redfoxcorp.com.au. However, if your application was for a fixed term agreement and you cancel before the expiry of the fixed term, you will be liable to pay an early termination fee.
- 8.1.2 Where you cancel the Service before the end of a minimum term, your early termination fee is based upon:
 - a) The unexpired term of your contract multiplied by 50% of the nominated Service fee;
 - b) Any unpaid installation costs;
 - c) Any outstanding hardware repayments; and
 - d) Any other cost incurred by us in cancelling the Service.
- 8.1.3 If you have equipment belonging to Redfox, it must be returned in undamaged condition. Any damaged or unreturned equipment will be charged to you at retail pricing.

8.2 Service Cancellation by Redfox

- 8.2.1 If you have a non-fixed term agreement, we can give you 30 days notice to cancel the Service at any time.
- 8.2.2 Under any agreement, we can cancel the Service if we suspect fraudulent activity, or a failure to follow our Acceptable Use Policy, or if an outstanding bill has not been paid within 10 days of the final warning to pay.
- 8.2.3 We may cancel your Service if there has been a breach under your Agreement that has not been remedied within a reasonable time after you have been notified of such breach or in the event that the breach is not capable of rectification.
- 8.2.4 We may cancel your Service if we determine factors outside our control have caused or contributed to a material degradation of the service levels that is unlikely to be rectified during the term of the agreement.

8.3 Service Suspension

- 8.3.1 Redfox may need to suspend your Service in the case of an Emergency, or repair, or maintenance of the Our Network by us or by a third party supplier, or at the request of the ACMA or other competent authority.
- 8.3.2 We may suspend the service if we reasonably suspect that you have failed to adhere to our Fair Use Policy, have engaged in unlawful behaviour, or have an overdue bill.
- 8.3.3 You may request to suspend the Service up to 2 months in a calendar year.
- 8.3.4 If the Service is suspended whilst under a fixed-term contract, the period of suspension will be added to the original fixed-term contract period.

9 Liabilities and Indemnities

9.1 Our Liability to You

- 9.1.1 We have responsibilities and obligations under law, including:
- a) The Telecommunications Legislation;
 - b) The Competition and Consumer Act, including the Australian Consumer Law; and
 - c) Applicable laws, regulations and codes.
- 9.1.2 We provide the Service to you subject only to the terms, conditions and warranties contained in this Agreement and the Consumer Guarantees under the Australian Consumer Law. Subject to the Consumer Guarantees, we aim to provide, but do not promise, a continuous or fault-free Service. For some Services, we provide warranties that operate in addition to the Consumer Guarantees. We exclude any liability to you for Consequential Loss suffered or incurred by you, except to the extent that you are entitled to recover your reasonably foreseeable loss under the Australian Consumer Law.
- 9.1.3 Redfox accepts liability to you under the Competition and Consumer Act and the Australian Consumer Law and other laws, where not to do so would be illegal.

9.2 Consumer Guarantees

- 9.2.1 Under Australian Consumer Law, if you enter into an agreement to purchase goods or Services from us which:
- a) Cost less than \$40,000 per annum up to 30 June 2021; or
 - b) Cost less than \$100,000 per annum up to 30 June 2021; or
 - c) Are normally acquired for personal, domestic or household use, and are not re-supplied by you;
- then certain consumer guarantees apply to those goods and services.

9.3 Your Liability to Us

- 9.3.1 You are liable for any breach of the agreement by you that causes foreseeable substantial loss to us.
- 9.3.2 You indemnify us against any loss, damage, or costs relating to the use of the Service or equipment used in connection with the Service, and any claim made against us.

10 General

10.1 Personal Information

We collect Personal Information directly from you, and also throughout our relationship, in order to supply products and Services to you, and for the other purposes detailed in our Privacy Policy.

10.2 Confidentiality

10.2.1 Both parties agree to keep confidential the other's Confidential Information, and not disclose for any purpose, other than:

- a) To the extent necessary to perform obligations or exercise rights under this Agreement;
- b) To the extent disclosure is required by law or the direction from a Regulatory Authority; or
- c) To professional advisors in connection with this Agreement.

10.2.2 For the purpose of clarity, we may refer to you as a customer within our marketing materials and or reports, including the use of referrals and reviews provided in writing.

10.3 Force Majeure

If we cannot perform our obligations under this Agreement by reason of act of God, inclement weather, act of State, riot, strike, boycott, embargo, pandemic, terrorism, or any other circumstances beyond our reasonable control, we will not be liable to you and will endeavour to advise you of the existence of the circumstances and their expected duration.

11 Definitions

11.1 Definitions

ACMA means the Australian Communications and Media Authority.

Acceptable Use Policy means Redfox's acceptable use policy as may be amended from time to time.

Activation Fee means in respect of a Contract, a non-refundable once-only charge for labour, equipment and associated cabling necessary to provision the Service.

Application means the part of the Agreement which is the written or verbal application you complete to request that we supply the Service to you.

Business Day means a day other than a Saturday, Sunday or public or bank holiday, in Mackay, Queensland.

Carrier has the meaning given by section 7 of the Telecommunications Act.

Commencement Date is defined under clause 2.6.

Confidential Information of a party means all information of a confidential nature relating to that party, including anything which is indicated to be subject to an obligation of confidence which is disclosed by that party to the other party in relation to this agreement or comes to the knowledge or into the possession of the other party in connection with this Agreement.

Consequential Loss means consequential, special, indirect liability, loss, damage, cost or expense, direct or indirect loss of profit, direct or indirect loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue or profits, economic loss of any kind and loss of goodwill.

Customer Equipment means equipment (including cabling) which the Customer uses to receive the Service or in connection with the Service, or which any End User uses to receive services provided by the Customer using the Services, but excludes Redfox Equipment.

Emergency means an emergency due to an actual or potential occurrence (such as fire, flood, storm, earthquake, explosion, accident, epidemic or war like action) involving imminent danger of injury or death, material damage to property or a threat to public safety.



Fixed Term is defined in clause 2.5.1.

Interrupted means, in respect of a Service, not operational or capable of normal use, and **Interruption** has a corresponding meaning.

Minimum Term means the period of time for which you have agreed to receive the Service under a Fixed-Term Agreement. The minimum term begins on the Service Start Date and runs for the period of time stated on the Application, unless otherwise set out in the Agreement. For a Non-fixed Term Agreement, there is no minimum term.

Non-Fixed Term is defined in clause 2.5.2.

Our Network means the telecommunications network owned by Redfox in providing the Services, and includes Redfox Equipment, facilities and cabling and any Third Party Supplier network and equipment.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained and includes your name, current and previous addresses, service number, date of birth, email address, bank account or credit card details, occupation, employer, driver's licence number and your Credit Information and Credit Rating.

Premises means locations at which We supply the Service, and locations to which We need to have access to supply the Service.

Redfox Equipment means all equipment and facilities (including cabling) as supplied by Redfox or used by Redfox in providing the Services but excludes Customer Equipment.

Redfox Network means the telecommunications network owned by Redfox in providing the Services, and includes Redfox Equipment, facilities and cabling and any Third Party Supplier network and equipment.

Representative means a director, officer, employee, subcontractor, adviser (financial or legal) or agent.

Service means the service requested by you in your Application and described in the relevant Service Description, and any related goods (including equipment) and ancillary services provided to you by us in connection with that service.

Service Start Date is defined under clause 2.7.

11.2 Interpretation

Unless the context otherwise requires:

- a) Undefined words and expressions have the same meaning as in the Telecommunications Legislation.
- b) The expressions "we", "us", "our", "you" or "your" will include their respective successors and permitted assignees.
- c) A reference to a person includes a reference to a person, firm, corporation or other legal entity.
- d) A term which is defined in any part of our SFOA has the same meaning in every other part of our SFOA.
- e) The singular includes the plural and vice versa.
- f) Different grammatical forms of the same word have the corresponding meaning.
- g) A reference to a clause, is to a clause in the SFOA unless otherwise stated.
- h) Examples of words of inclusion are illustrative only and do not limit what else might be included.