

Application for SkyMesh Satellite Voice (VoIP)

Please note that SkyMesh Satellite Voice is a VoIP service especially configured for use with SkyMesh Satellite Services. It's not intended to work with satellite services from other providers, and vice versa.

You'll need a 512/256 kbps service to use SkyMesh Satellite Voice, however better results will be achieved with a 1024/512 kbps service. SkyMesh Satellite Voice will not work well if you're speed limited.

Applicant Details

Title (Please tick one) Mr Mrs Ms Dr Other

Surname

Given Names

SkyMesh Username

Preferred email address (to advise progress of your application)

Phone

Business Hours

After Hours

Mobile

Billing & Payment Terms

- SkyMesh Satellite Voice charges are billed on your SkyMesh monthly account and automatically deducted from the credit card or bank account you nominated for your SkyMesh Satellite service.
- We will invoice you for the hardware on the day we Express Post it to you. Payment is due on the first of the following month.
- The Monthly Fee is payable monthly in advance on the first day of the month. A part month will be charged when your Voice service starts, bringing your billing in line with the first of the month.
- You will receive a Tax Invoice on the first of each month via email for the monthly fee and the calls made in the previous month.
- Call details are only available online for a maximum of 60 days.
- Payments for calls made during a month are deducted from your nominated account on the first of the following month.

Customer Agreement

SkyMesh's minimum Agreement Term for Voice Services is 30 Days.

- By signing below you acknowledge that you have read and understand the Billing & Payment Terms above and agree to all charges being deducted via your current payment method.
- By signing below you acknowledge that you have read and you understand the SkyMesh Satellite VoIP Standard Form of Agreement available at www.skymesh.com.au/sfoa/satvoice (Version 1.4) and you agree to the terms and conditions.

Signature

<input type="text"/>	Day	Month	Year
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SkyMesh Pty Ltd

ABN 62 113 609 439

37 Baxter Street

FORTITUDE VALLEY QLD 4006

1300 662 331

Brisbane

07 3123 5888

Fax

1300 859 637

Web

www.skymesh.com.au



Preferred SkyMesh Satellite Voice Service

Please choose a One-Way or a Two-Way voice service. A One-Way service allows outgoing calls only. A Two-Way service includes a standard telephone number and allows incoming and outgoing calls.

Type of Service Required

- One-Way Service (\$10 per month plus call charges)
- Two-Way Service (\$15 per month plus call charges)

Call Charges

- Calls to Australian land line numbers are 15 cents untimed.
- Calls to Australian Mobiles are 30 cents per minute or part thereof.
- For a current price list of calls to international destinations please see our Web site at www.skymesh.com.au/voice.

Phone Number Allocation

If you choose a Two-Way service, SkyMesh will assign you a phone number that is local to the area in which you live. When people from your local area call you, it will be a local call for them. Please note that there may be a delay if SkyMesh doesn't immediately have a number available for your local call zone.

- Please list my number in the White Pages (Optional and Free)

Establishment

You will need additional hardware to use your SkyMesh Satellite Voice Service. SkyMesh sells and supports the Linksys SPA3102 Telephone Adapter for \$100 including a \$50 Establishment Fee. It allows you to receive calls on your land line and your Satellite Voice Service using one standard telephone (not supplied).

We strongly recommend that you use a Linksys SPA3102. We have tested that model extensively and we know it works well. You may supply a different brand or model ATA yourself, however SkyMesh doesn't provide support or assistance and gives no assurance that it will work. Our Establishment Fee is \$50 if you supply your own ATA.

Your SkyMesh Satellite Voice Service will only be established after your satellite service has been installed and is in operation. IPSTAR will convert your service to CBR (Constant Bit Rate) and SkyMesh will check the quality of your service. Your ATA will then be configured with your local telephone number and sent to you by Express Post.

An installer will not visit you. The service is provided on a self-install basis and you will need to plug in the hardware yourself.

Establishment Fees

- Please configure and supply a Linksys SPA3102 ATA \$100
- I already have a Linksys SPA3102 ATA \$50
- I already have a different model VoIP device and I understand that SkyMesh does not provide support for my equipment and gives no assurance that it will work. \$50

Please return this completed form to SkyMesh

Fax to **1300 859 637** or

Post to SkyMesh Pty Ltd

Reply Paid 255

FORTITUDE VALLEY QLD 4006

Our Standard Form of Agreement is available at www.skymesh.com.au/sfoa/satvoice.

SkyMesh Pty Ltd - Standard Form of Agreement

SkyMesh Satellite Voice

Please read this Agreement carefully

SkyMesh Satellite Voice Services supplied under this agreement are provided by **SkyMesh Pty Ltd** (ABN 62 113 609 439), PO Box 255, 37 Baxter Street FORTITUDE VALLEY QLD 4006 (in this agreement referred to as "our", "we", "us" or "SkyMesh") and in part by our Third Party Suppliers. By applying for SkyMesh Satellite Voice and by using the service you have indicated your acceptance of all the terms and conditions referred to in this Agreement.

Definitions

"Application" means an application, in a form prescribed by SkyMesh from time to time, under which you request SkyMesh to provide you the Service.
"Authority" means the Australian Communications and Media Authority.
SkyMesh means SkyMesh Pty Ltd (ABN 62 113 609 439) its related entities and their agents, employees or officers or its assignees or transferees, as provider of the Service.
"SkyMesh Network" means the telecommunications network, equipment, facilities and/or cabling controlled by SkyMesh.
"Business Day" means any day that is not a Saturday, Sunday or public holiday throughout the State of the Premises.
"Business Hours" means the period commencing at 8:30 am and ending at 5:00 pm on a Business Day.
"Definitions" means this part of the Standard Form of Agreement.
"CLI" means Caller Line Identification.
"Call Charges" means the call charges specified in the Rate Card.
"Carrier" means a carrier under the Telecommunications Act 1996.
"Carriage Service Provider" means a carriage service provider under the Telecommunications Act 1996.
"Customer Information" means information provided by you to SkyMesh or any agent, employee or contractor of SkyMesh, or which is gathered or compiled by SkyMesh or a billing and/or collection agent of SkyMesh, which is about you, or through which your identity may be ascertained.
"Customer Service Guarantee" means the customer service guarantee established by Part 5 of the Telecommunication (Consumer Protection and Service Standards) Act 1999 (Cth) that requires Carriers and Carriage Service Providers to connect specified services within specified timeframes and meet certain performance criteria.
"Emergency Services" means any emergency services which may be accessed by an operator assisted call, including police, ambulance and fire brigade services.
"Equipment" means equipment owned by SkyMesh required to access the Service, which is specified in the Service Description.
"Equipment Charges" means the equipment charges specified in the Service Description and any other amounts payable to SkyMesh under these Standard Terms and Conditions as set out in the Service Description and/or the Rate Card.
"Force Majeure Event" in respect of a party means any event or occurrence that is beyond the reasonable control of that party, and includes (without limitation) failure or fluctuation of electrical power supply, failure of air conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute between that party and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation (including any Telecommunications Laws) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including the Authority or a Supplier, and their respective agents, employees or contractors).
"GST" has the meaning given in the GST Law.
"GST Law" means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other legislation, regulation or statutory instruments in force from time to time that deal with the imposition, assessment, collection and payment of a goods and services (or equivalent) tax in Australia.
"Insolvency Event" means that you are unable to pay your debts as and when they fall due or that you have entered into a compromise or arrangement with your creditors or:
(a) if you are a company, a liquidator, receiver, receiver and manager, administrator, mortgagee in possession or other external insolvency administrator is appointed to any of your assets or undertaking; or
(b) if you are a partnership, that partnership is dissolved or one of the partners becomes bankrupt; or
(c) if you are natural person, a trustee in bankruptcy is appointed to your assets and affairs.
"IPSTAR" means IPSTAR Australia Pty Ltd, the operator of the satellite network over which the SkyMesh Satellite Voice operates.
"Minimum Term" means 1 Month commencing on the Service Commencement Date, or such other period as it specified in the Service Description.
"Number" means a number issued to the Customer by SkyMesh in accordance with the ACA's numbering plan.
"Premises" means premises from which you wish to access the Service whether or not the premises are owned by you.
"Premium Services" means the ability to make calls to, and/or receive calls from, the numbers listed in section 2.2(b) of the Service Description.
"Rate Card" means a statement produced for or on behalf of SkyMesh which sets out the Line Charges and/or the Call Charges applicable to the Service as amended by SkyMesh from time to time in accordance with Clause 4.1(d) of these Standard Terms and Conditions.
"Service" means the SkyMesh Satellite Voice telephony service described in the Service Description which, for the avoidance of doubt excludes those services identified as 'Excluded Services' in the Service Description.
"Service Charges" means the service charges specified in the Service Description and any other amounts payable to SkyMesh under this Standard Form of Agreement as set out in the Service Description and/or the Rate Card.

"Service Commencement Date" means the date on which you made your first telephone call whether or not the call was connected using the Equipment supplied for your use or equipment you have supplied yourself.
"Service Description" means Part B of this Standard Form of Agreement.
"Silent Line Service" means a Service where CLI is barred and customer information is not made available through a directory service except under Clause 18.3 of the Standard Terms and Conditions.
"Standard Form of Agreement" means the agreement between you and SkyMesh, which is comprised of the provisions of this Agreement and any schedules, annexures and attachments thereto.
"Standard Terms and Conditions" means the terms and conditions set out in this Standard Form of Agreement.
"Supplier" means any supplier of goods or services (including interconnection services) that are used directly or indirectly by SkyMesh to provide the Service.
"Supplier Network" means telecommunications network, equipment, facilities and/or cabling controlled by a Supplier.
"Telecommunications Act" means the Telecommunications Act 1997 (Cth).
"Telecommunications Laws" means the Telecommunications Act, the Telecommunications (Consumer Protection and Service Standards Act) 1999 (Cth.), Parts XIB and XIC and related provisions of the Trade Practices Act 1974 (Cth.), and any other laws that may be introduced which regulate the provision of services, such as the Service.
"Termination Fee" means the fee specified in the Service Description.
"You" means the person who makes and completes the Application and, if more than one person makes and completes the Application, means each of those persons jointly and severally, and "your" will be construed in a corresponding manner.

Service Description

1. The Service

SkyMesh will provide, and you must acquire, the service described in Section 2 below in accordance with these Standard Terms and Conditions for at least the Minimum Term. After the end of the Minimum Term, SkyMesh will continue to provide, and you must continue to acquire, the Service in accordance with these Standard Terms and Conditions until it is terminated in accordance with the Standard Terms and Conditions.

2. General

2.1 Service Description

- (a) The Service is a telephony service that utilises "voice over Internet protocol" on a satellite broadband Internet service, which is available to residential and business customers who connect the Equipment to SkyMesh's satellite Broadband Network or who connect the Equipment to any suitable broadband network.
- (b) The Service utilises SkyMesh's Equipment and SkyMesh's Network or only SkyMesh's Equipment in relation to telephone calls to persons who are customers of SkyMesh and interconnects with other Supplier Networks in relation to calls to persons who are customers of other Carriers or Carriage Service Providers.
- (c) The Service will enable you to:
- (i) make:
- (A) local calls to other persons who are directly connected to the SkyMesh Network or any fixed network exchange of another Supplier;
- (B) calls to persons located outside of the local calling area within Australia who are directly connected to fixed network exchanges of another Supplier;
- (C) international calls to persons anywhere in the world who are directly connected to fixed network exchanges of other Suppliers;
- (D) calls to mobile telephones anywhere in the world, subject to interconnection arrangements between the SkyMesh Network and any other Supplier's Network with which the relevant calling number is associated; and
- (ii) receive:
- (A) local calls from other persons who are directly connected to the SkyMesh Network or any fixed network exchange of another Supplier;
- (B) calls from persons who are located outside of the local calling area within Australia who are directly connected to fixed network exchanges of another Supplier;
- (C) international calls from persons who are directly connected to fixed network exchanges of other Suppliers anywhere in the world; and
- (D) calls from mobile telephones anywhere in the world.
- Notwithstanding the above, the ability to make or receive those types of calls described in section 2.2 below are excluded from, and do not form part of, the Service.
- (d) Notwithstanding paragraph (c) above, as the operation of the Equipment required to access the Service relies on a supply of electricity, if your supply of electricity fails, the Equipment used to access the Service will not work. If your supply of electricity fails, you will not be able to use the Equipment to access the Service to connect to any Emergency Services. Accordingly the Service is not a replacement for a standard telephone line, and you acknowledge that it may be necessary to retain a connection to your existing telephone service in order to be able to access Emergency Services. Further, you acknowledge that the Service should not be used, as a first choice, to make an emergency call.
- (e) The Service does not include or encompass the provision of any priority services, or services for persons with special needs.
- (f) The Service may be accessed and used through the installation of the Equipment, which Equipment will be supplied by SkyMesh on the terms and conditions set out in these Standard Terms and Conditions, or equipment you may supply yourself.

SkyMesh Pty Ltd - Standard Form of Agreement

SkyMesh Satellite Voice

2.2 Excluded Services

(a) As the operation of the Equipment required to access the Service relies on a supply of electricity, SkyMesh does not guarantee that you will be able to access Emergency Services (e.g. police, ambulance, fire brigade) by using the Service. If your supply of electricity fails, the Equipment used to access the Service will not work. Accordingly, SkyMesh recommends that you maintain a standard telephone line service or mobile telephone service to enable you to access Emergency Services.

(b) The Service excludes the ability to make calls to, or receive calls from telephone numbers commencing with 19XX.

(c) The Service excludes any broadband Internet service or any other service that SkyMesh may provide to you.

3. Accessing the Service

3.1 Prerequisites to connection

To access the Service you must be connected to SkyMesh's broadband Network or any other Suppliers broadband network that is compatible with the Service, and have installed the Equipment or have equipment you have provided yourself.

3.2 Equipment

For the purposes of the Service, you will require the following equipment:

(a) an RJ-45 terminated Category 5 cable presenting a broadband connection to the Internet;

(b) a compatible Analogue Telephone Adaptor (ATA); and

(c) a telephone handset.

3.3 Electricity

(a) The operation of the Equipment required to access the Service relies on a supply of electricity.

(b) If the electricity supply fails the Equipment required to access the Service will not operate.

4. Charges

4.1 General

(a) The Service Charges, Equipment Charges and Call Charges only relate to the Service and are in addition to the charges which SkyMesh imposes for any other service that it may provide to you.

(b) The Service Charge is set out in Clause 4.3 of the Service Description and may be set out in the Rate Card. The Equipment Charges and Call Charges are set out in the Rate Card as amended by SkyMesh from time to time in accordance with Clause 4.1(d) of these Standard Terms and Conditions.

(c) You acknowledge that you have received a copy of the Rate Card from SkyMesh prior to, or at the time you, applied for the Service.

(d) You acknowledge and agree that SkyMesh may change or increase the Service Charges, Equipment Charges and the Call Charges set out in the Service Description or the Rate Card by giving you 3 Business Days written notice.

(e) The following principles apply in respect of your obligation to pay Call Charges for the Service:

(i) you will not be charged for calls that are not connected;

(ii) timed calls are charged at the minimum rate of 1 minute for the first minute or part thereof, then on a per minute rate thereafter; and

(iii) Call Charges will be payable for all calls made using the Service, irrespective of whether you make them, or authorise the making of those calls.

(f) If you do not pay your Service Charges, Equipment Charges, Call Charges or any other charges that become due to SkyMesh by you SkyMesh may levy fees and charges in accordance with these Standard Terms and Conditions and you must pay those fees and charges which may be cumulative. For the avoidance of doubt, failure to pay an invoice by the due date will result, in the first instance, with the levying of a late payment fee. If a cheque subsequently tendered is dishonoured you also be levied the payment dishonour fee and interest on both fees will accrue daily in accordance with section 9.8 of these Standard Terms and Conditions.

4.2 Installation and connection charge

You must pay to SkyMesh a charge of \$0.00 for the installation of the Equipment and connection of the Service. If you order the Equipment from SkyMesh, a charge of \$125.00 applies, which includes the Equipment and establishment charge. If you supply the equipment yourself, a \$25.00 establishment charge only is applicable.

4.3 Service charge

(a) For a service that provides outgoing calls only, you must pay to SkyMesh \$10.00 per line for each calendar month, or part calendar month during which SkyMesh provides you with the Service. For a service that provides outgoing and incoming calls, you must pay to SkyMesh \$15.00 per line for each calendar month, or part calendar month during which SkyMesh provides you with the Service.

(b) The service charge will be payable in advance.

4.4 Service reconnection charge

If your Service is cancelled, suspended or disconnected due to non-payment of any Service Charges, Equipment Charges, Call Charges or any other charges or due to you breaching these Standard Terms and Conditions, and you wish to have the Service reconnected, you must pay to SkyMesh a reconnection fee of \$50.00.

4.5 Late payment fee

If payment for any Service Charges, Equipment Charges or Call Charges is not received or received after the due date for payment, you must pay to SkyMesh a late payment charge of \$0.00, plus interest in accordance with Clause 9.8 of these Standard Terms and Conditions.

4.6 Equipment Collection Fee

If your Service is cancelled, suspended or disconnected by you or SkyMesh, you are required to return any SkyMesh Equipment to SkyMesh. If you do not return the Equipment within 7 days of such cancellation, suspension or disconnection, SkyMesh will collect the Equipment from you or from you at the Premises and you must pay to SkyMesh an equipment collection fee of \$55. Equipment you have purchased remains your property and you are not required to return it.

4.7 Payment dishonour fee

If a payment made by you in terms of a standing authority being a direct debit or charge to a credit or charge card or if a cheque presented by you in settlement of an invoice is dishonoured or declined or for any other reason SkyMesh does not receive payment from your financial institution you must pay to SkyMesh a payment dishonour fee of \$0.00.

4.8 Equipment Replacement Fee

If the Equipment owned by SkyMesh is no longer in serviceable condition including loss and damage as a consequence of any thing or event beyond fair wear and tear in the exclusive opinion of SkyMesh, you must pay to SkyMesh an equipment replacement fee of \$100.00.

4.9 Termination Fee

If you terminate these Standard Terms and Conditions within 12 months after the Service Commencement Date, you must pay to SkyMesh a termination fee of \$0.00.

Standard Terms and Conditions

1. Agreement to supply the Service

1.1 Documents forming part of agreement

SkyMesh agrees to supply the Service to you on the terms and conditions of SkyMesh's Standard Form of Agreement for the Service, which comprises the following components:

(a) the Service Description;

(b) the Standard Terms and Conditions;

(c) the Definitions; and

(d) the Rate Card

If the provisions of one of the above components of SkyMesh's Standard Form of Agreement are inconsistent with those of the other parts, then the provision of the component that is higher in the order listed above will prevail to the extent of that inconsistency.

1.2 Acceptance of SkyMesh's Standard Form of Agreement

By submitting an Application by whatever means to SkyMesh to be supplied the Service, you agree that, if such Application is accepted by SkyMesh, you will be bound by the terms and conditions of these Standard Terms and Conditions.

1.3 Relationship with other SkyMesh services

These Standard Terms and Conditions apply only to the Service and not to any other service or product provided to you by SkyMesh including but not limited to broadband Internet. The terms and conditions applying to any other service also provided by SkyMesh do not apply to the Service except that you acknowledge and agree that the provisions of the terms and conditions of those other agreements pertaining to that equipment, which is or is necessary to be used by you whether or not you continue to use the other services or products to use the Service survive the termination or suspension of those other services or products.

1.4 General

In these Standard Terms and Conditions, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a document or instrument (including legislation) includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(d) a reference to \$ is to Australian currency;

(e) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or

agency or other entity;

(f) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

(g) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and

(h) a rule of construction does not apply to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it.

2. Request for the Service

You acknowledge that you have requested SkyMesh to provide the Service by completing an Application. SkyMesh will be considered to have accepted your Application on the Service Commencement Date.

3. Supply of the Service

(a) If SkyMesh accepts your Application, SkyMesh agrees to supply to you a service that conforms to the Service Description, subject to the terms and conditions set out in these Standard Terms and Conditions.

(b) SkyMesh will provide the Service to you, provided that:

(i) the Service is available in the area and to the Premises in which you seek to use the Service; and

(ii) you comply with the terms and conditions in the Standard Terms and Conditions and will ensure that other persons who use the Service also comply with such terms and conditions.

(c) You agree that SkyMesh may engage an agent or contractor to conduct or provide any aspect of the Service.

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SkyMesh Satellite Voice

4. Minimum Term

- (a) Subject to this clause, and Clause 17, these Standard Terms and Conditions will commence on the date SkyMesh accepts your Application and will continue for a Minimum Term.
- (b) Following the expiry of the Minimum Term, the terms of these Standard Terms and Conditions will continue until you or SkyMesh terminate in accordance with Clause 17, provided that you continue to pay for the Service, in accordance with Clauses 8 and 9.
- (c) The provisions of these Standard Terms and Conditions continue to apply if you continue to use Service after the Minimum Term.

5. Customer obligations

5.1 General obligations

- (a) You must comply with the terms and conditions set out in these Standard Terms and Conditions.
- (b) You must pay all Service Charges, Equipment Charges and Call Charges for using, and/or accessing, the Service.
- (c) You agree that title in the Service, title in the Equipment and title in SkyMesh's Network, where SkyMesh's network is used to provide the Service remains at all times with SkyMesh, and you must not destroy, interfere with or impair the operation of the Service, Equipment, SkyMesh's Network or any other Equipment associated with the Service.

5.2 Permitted Use

- (a) You acknowledge and agree that SkyMesh supplies the Service for your use solely at the Premises.
- (b) You agree not to use, or allow another person to use, the Service:
- (i) to infringe another person's rights;
 - (ii) in a manner that may expose SkyMesh to liability;
 - (iii) in any way that may damage any Equipment, or interfere with or interrupt the Service or any other telecommunications network, equipment, facilities or cabling controlled or utilised by SkyMesh, or any other supplier of telecommunications services;
 - (iv) in any way that may damage any property or injure or kill any person;
 - (v) to transmit, publish or communicate any defamatory, offensive, abusive, indecent or menacing material;
 - (vi) to make any hoax call, including calls to an emergency service;
 - (vii) to violate or infringe any duty or obligation owed to any person under law; and
 - (viii) to commit, or in relation to the commission of, an offence under any law of the Commonwealth or any of the States or Territories.
- (c) You must not:
- (i) copy the Service;
 - (ii) supply or re-distribute or offer the Service or Equipment to any other person whether for reward or not; or
 - (iii) use the Service to establish a virtual private network connection between yourself and any other person.
- (d) In relation to your use of the Service, you must comply, with:
- (i) all written directions issued by SkyMesh to you; and
 - (ii) all applicable laws.

6. Numbering

6.1 Issue of Numbers

- (a) SkyMesh 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 1996 (Cth) as amended from time to time.
- (b) SkyMesh may be required by law to withdraw, suspend or reassign a Number assigned to you, and SkyMesh will not be liable to you for any loss or damage incurred or sustained by you if SkyMesh is so required.

6.2 Local Number Portability (LNP)

You acknowledge and agree that SkyMesh:

- (a) may not be able to provide LNP for existing numbers which you use for telecommunication services obtained from other Carriers or Carriage Service Providers; and
- (b) cannot, subject to review by the Authority, port any Number issued to you pursuant to Clause 6.1(a) or ported from another Carrier or Carriage Service Provider to SkyMesh at the Service Commencement Date to any other Carrier or Carriage Service Provider.

SkyMesh is not obliged to procure for and/or provide to you any particular number allocated or assigned to you by another Carrier or Carriage Service Provider. SkyMesh will not be liable to you for any loss or damage incurred or sustained by you if such number is not, or is no longer, available.

7. Equipment

7.1 General terms

- (a) SkyMesh agrees to provide the Equipment to you to enable you to access and use the Service subject to the terms and conditions set out in these Standard Terms and Conditions.
- (b) The provision of Equipment by SkyMesh to you is only for the purpose of accessing the Service.
- (c) All title in the Equipment, and any parts of the SkyMesh Network that may be located on or at the Premises, will remain with SkyMesh. Risk in such Equipment passes to you on its delivery to you by SkyMesh. You are responsible for any damage to, or the destruction or theft of, any Equipment or the relevant parts of the SkyMesh Network on or at the Premises (unless such damage, destruction or theft was caused by SkyMesh), and must notify SkyMesh immediately of any such damage to, or destruction or theft of, such Equipment or parts of the SkyMesh Network.
- (d) You may not mortgage, pledge or otherwise encumber the Equipment.
- (e) You agree that any equipment you use in connection or conjunction with the Service, and the manner in which you use that equipment, will comply with all applicable laws and the directions of the Authority and SkyMesh from time to time. You acknowledge and agree that if you fail to comply with this obligation,

SkyMesh may disconnect such equipment from the Service and retake possession of the Equipment.

(f) You agree that you must provide adequate and suitable space, power supply and environment for all Equipment that will be located on, and/or installed at, the Premises.

(g) You agree that only SkyMesh personnel, or personnel of SkyMesh's contractor, may service, modify, repair or replace any Equipment.

(h) You agree that SkyMesh will not be liable for your inability to access the Service if such inability arises as a direct or indirect result of your breach of your obligations under this Clause 7.1 of the Standard Terms and Conditions.

(i) You acknowledge that SkyMesh is not the manufacturer or the importer of the Equipment.

8. Service Charges, Equipment Charges and Call Charges

8.1 Obligation to pay

(a) You must pay to SkyMesh all of the Service Charges, Equipment Charges and Call Charges. Service Charges, Equipment Charges and Call Charges will become payable from the Service Commencement Date, and will become due for payment in accordance with Clause 9.7.

(b) SkyMesh may charge you additional amounts:

- (i) to service, modify, repair or replace any Equipment, or for maintenance or fault rectification services required, as a result of a breach of these Standard Terms and Conditions by you, or a force majeure event;
- (ii) in relation to the installation of Equipment and connection to the Service, if any information provided to SkyMesh by you regarding requirements for such installation and/or connection was incomplete or inaccurate; or
- (iii) for any additional installation, maintenance or other services which you request SkyMesh to provide outside Business Hours, calculated at SkyMesh's standard rates for the provision of such services from time to time.

8.2 Call Charges

You must pay for all calls made using the Service whether the calls were made or accepted by you, or another person (with or without your knowledge).

8.3 Additional costs

You are liable for any costs incurred as a result of:

- (a) your purported payment being dishonoured or cancelled; or
- (b) the collection of outstanding monies after their due date, including the costs that may be required, to pay any billing and/or collection agent it appoints in respect of any Service Charges, Equipment Charges and/or Call Charges for the collection of such outstanding monies.

8.4 Cancelled, suspended or disconnected Service

- (a) If the Service is cancelled, suspended or disconnected you remain liable for any charges incurred before the cancellation, suspension or disconnection;
- (b) If, after the Service is disconnected, serviceable Equipment remains on the Premises such that it is possible to connect the Service to those Premises, SkyMesh may reconnect the Service on your request, but such reconnection is conditional on you paying to SkyMesh a reconnection fee the amount of which is specified in the Service Description and on the Service Application.

8.5 Liability where Premises vacated

If you vacate the Premises without first terminating these Standard Terms and Conditions, in accordance with Clause 17.1 you will continue to be liable for any use of the Service, until these Standard Terms and Conditions are terminated.

9. Invoicing and payment

9.1 SkyMesh right to issue invoices

SkyMesh may invoice you for:

- (a) installation and connection charges (if such charges are specified in the Service Description), at any time after such installation and connection;
- (b) Service Charges and Equipment Charges in advance, on an invoice sent to you (which may be on the same invoice sent to you in relation to the provision of dial-up and/or broadband Internet services or any other service supplied by SkyMesh to you); and
- (c) Call Charges in arrears.

9.3 Frequency of invoices

(a) SkyMesh will issue invoices on a monthly basis or, if available, on a quarterly basis although any billing and/or collection agent that SkyMesh appoints may vary the frequency of invoices at any time without notifying you. SkyMesh also reserves the right to issue interim invoices in respect of unusual Service Charges, Equipment Charges or Call Charges, such as those referred to in paragraphs 8.1(b) and 8.4(b).

(b) SkyMesh may re-issue an invoice if any error is discovered. Overpayments of Service Charges, Equipment Charges and/or Call Charges will either be refunded, or credited against future Service Charges, Equipment Charges and/or Call Charges. The amount of any underpayments may simply be added to future invoices.

9.4 Appointment of billing agent

You acknowledge that SkyMesh has appointed, or may appoint, one or more third parties to act as its billing and/or collection agent/s to issue invoices and collect some or all of the Service Charges, Equipment Charges and/or Call Charges. You agree that you will pay any invoices issued by such billing and/or collection agent/s, in the manner(s) directed in such invoices, as if those invoices were issued by SkyMesh under these Standard Terms and Conditions.

9.5 Call charges are levied from records

- (a) The details of each call (including timing where applicable) made using the Service will be recorded.
- (b) The records referred to in Clause 9.5(a), and the records or data of any Supplier whose network is interconnected with the SkyMesh Network, will be conclusive evidence of your liability to pay Call Charges for use of the Service, unless it can be shown that these records are incorrect.

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9.6 Charges included on an invoice

SkyMesh will endeavour, and require any billing and/or collection agent to endeavour, to include all charges for calls made using the Service in a billing period on the invoice relating to that billing period. Where this is not possible, SkyMesh may include those calls not included on that invoice in any subsequent invoice.

9.7 Payment

(a) Each invoice payment will be due on, and must be paid by, the due date specified in that invoice.

(b) Payment may be made by credit card or direct debit, or such other methods or modes of payment that are specified in an invoice.

9.8 Late payment fee

If you do not pay an amount specified in an invoice by the due date specified in that invoice, then, unless the non-payment is due to you disputing that invoice under Clause 13, SkyMesh may charge you, and you must pay in conjunction with the unpaid amount, the Late Payment Fee as specified in the Service Rates plus a fee of 2% per annum above the prime lending rate of SkyMesh's principal bank from time to time calculated on the daily balance of the unpaid amount from the due date until that unpaid amount (including accrued interest) is paid in full.

9.9 GST

(a) You agree that the amounts of each of the Service Charges, Equipment Charges and/or Call Charges are inclusive of any GST that may be payable in respect of the supply of the Service, or provision of other services under these Standard Terms and Conditions.

(b) SkyMesh will ensure that all invoices issued under, or in respect of, these Standard Terms and Conditions will be in the form of a tax invoice, and that the amount of GST payable in respect of a supply to you will be itemised on the bill.

10. Direct Debit, Credit and Charge Card Payments

10.1 Authorisation

You authorise SkyMesh to debit the Service Charges, Equipment Charges and Call Charges from the bank account or charge the credit or charge card nominated in the Service Application Form which you provided to SkyMesh.

10.2 Service Application Form

You must sign, execute, or otherwise deal with any document (including without limitation the Service Application Form) which may be necessary or desirable to give effect to this Clause 10.

10.3 Timing of Debits and Charges

SkyMesh will perform the debits and charges referred to in Clause 10.1 on the due date set out in the invoice or, if a due date is not a day on which your financial institution is open, on the next Business Day.

10.4 Notice of Changes

SkyMesh may vary the direct debit, credit or charge arrangements set out in this Clause 10 by giving you at least 30 days written notice.

10.5 Cancellation

You may cancel a direct debit, credit or charge card authority with SkyMesh by giving SkyMesh 30 days written notice and if required, completing a 'Debit/Charge Cancellation Form' or by contacting your financial institution.

10.6 Deferring or Altering Payment

You may request SkyMesh to defer or alter the payment amount specified in an invoice. Any such request must be made in writing no less than 7 days prior to the date on which the debit or charge will be drawn.

10.7 Disputes

SkyMesh will assist you in accordance with the banking industry's claims process if you dispute any payment amount drawn on your nominated account or your financial institution. SkyMesh will endeavour to resolve this matter within agreed timeframes.

10.8 Facilitation of Direct Debit

Some financial institution accounts do not facilitate direct debits. You must check with your financial institution to ensure that the account/s nominated by you permits direct debit transactions.

10.9 Sufficient Funds

You must ensure that at all times there are sufficient funds available, at the date on which the debit or charge will be drawn, to enable payment from the account you have nominated for settlement of your invoice.

10.10 Dishonoured Debits and Declined Charges

If a debit is returned dishonoured or a charge is declined by your financial institution, SkyMesh will charge the Payment Dishonour Fee to the account nominated in Service Application Form.

10.12 Confidentiality

SkyMesh will keep confidential all of your records and account details contained on the relevant Service Application Form unless you authorise SkyMesh to release such information pursuant to a debit or charge item dispute or similar event or if required by law to do so.

10.13 Termination of Authority

SkyMesh may immediately terminate this authority at any time by providing written notice to you where:

(a) no further payment from you in relation to these Standard Terms and Conditions is payable; or

(b) two attempts to debit the bank account, credit or charge card nominated in the relevant Service Application Form has been dishonoured or declined.

12. Deposit

SkyMesh may, in its discretion, notify you that SkyMesh's acceptance of your Application is conditional on you paying a deposit (the amount of which will be specified) in advance. If SkyMesh so notifies you, you must, within 7 days of the notice, pay the amount of the deposit. The parties agree that the amount of the deposit will be applied by SkyMesh, at its absolute discretion, in payment of invoices issued by it until such time as the amount of the deposit is exhausted, and from that date, you will be required to pay invoices in accordance with Clause 9.

13. Billing and other disputes

13.1 Process for disputing an invoice

You may dispute an amount invoiced by SkyMesh or its billing and/or collection agent, but only if you do so in accordance with this Clause 13.

13.2 Requirements for commencing dispute procedure

You may dispute an amount invoiced by SkyMesh or its billing and/or collection agent by providing SkyMesh with a request to review or investigate specific Service Charges, Equipment Charges or Call Charges or an invoice generally, provided that:

(a) such request is made within 12 months of the date of the relevant invoice;

(b) your request is accompanied by specific evidence that demonstrates that a particular Service Charge, Equipment Charge or Call Charge or an invoice is incorrect; and

(c) if you are disputing specific Service Charges, Equipment Charges or Call Charges, you have paid, in accordance with these Standard Terms and Conditions, any undisputed portion of the invoice in which those Service Charges, Equipment Charges or Call Charges are specified.

13.3 Investigation by SkyMesh

If you make a request under Clause 13.2, then SkyMesh will investigate the details provided by you to the extent that is reasonably necessary, and notify you of the outcome of that investigation. If the investigation confirms that the amount specified in the relevant invoice is correct, then you must pay any outstanding amount on that invoice (together with interest calculated in accordance with Clause 9.8, from the original due date for payment of that invoice) within 5 Business Days of being so notified.

13.4 Claims, proceedings

You may only make a claim or commence proceedings alleging that any Service Charge(s), Equipment Charge(s) or Call Charge(s) or invoice is incorrect, or that you are entitled to a refund of an overpayment, if you do so within 12 months of the date of the relevant invoice, or the overpayment, as the case may be.

13.5 Invoices valid

You agree that, except to the extent that you raise a billing dispute with respect to a particular invoice in accordance with this Clause 13, each invoice issued by SkyMesh or its billing and/or collection agent is valid and payable. If an invoice is not disputed by you in accordance with this Clause 13, and you fail to pay that invoice in accordance with these Standard Terms and Conditions, then SkyMesh is entitled to treat such non-payment as a breach of these Standard Terms and Conditions.

13.6 Other disputes

In respect of disputes, other than those that relate to invoices, you may complain in writing or orally by calling a customer service representative of SkyMesh. SkyMesh will process, investigate and action such complaint. If your complaint is not resolved by SkyMesh to your satisfaction, you may refer it to the independent Telecommunications Industry Ombudsman or the Authority.

14. Service availability, quality

14.1 General acknowledgment

The parties acknowledge that it is technically impracticable for SkyMesh to guarantee that the Service will be available for use, that capacity will be available at all times to make and receive calls, or that the Service will be free from faults or errors. SkyMesh undertakes to provide the Service using all the reasonable care and skill of a competent Carrier however the Service is provided on the IPSTAR Satellite platform which can drop out from time to time, and it has high latency and jitter characteristics that can adversely affect the quality of phone calls.

14.2 Reliance on other networks

You acknowledge that the Service may rely upon the operation of Supplier Networks operated by other Carriers and services provided by other Carriage Service Providers. You further acknowledge that SkyMesh is unable to guarantee the operation of those Supplier Networks or services. Any failure of a Service caused by another network or service is beyond the control of SkyMesh, and SkyMesh will not be responsible, or liable to you, for such failures.

14.3 Fault reporting

(a) SkyMesh will provide a fault reporting service between the hours of 8:00 am and 8:00 pm on Business Days and 8:00 am and 5:00 pm on Weekends and Public Holidays.

(b) Where a fault is reported (irrespective of whether you reported it), you agree to provide all necessary assistance to enable the location and repair of any fault which arises in the SkyMesh Network or the Supplier Network with which the SkyMesh Network is interconnected.

(c) Where SkyMesh determines that there is a fault within the SkyMesh Network, it is responsible for correcting that fault. SkyMesh is not responsible for:

(i) any fault which is within a Supplier Network of an interconnected Supplier, although SkyMesh will notify that Supplier of the fault and request that it be corrected promptly; or

(ii) any fault which is caused by your equipment or the Premises, but will, where possible, advise you of that fault and its probable cause and location.

14.4 Maintenance

(a) Without limiting Clause 14.1, you agree that SkyMesh may from time to time, conduct maintenance on and off the network and infrastructure through which the Service is provided. SkyMesh will try to conduct such maintenance outside Business Hours, but you acknowledge that it may not always be possible for SkyMesh to do so.

(b) You agree that SkyMesh 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, your own equipment or any other infrastructure, equipment or facilities that are outside SkyMesh's reasonable control or responsibility.

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14.5 Acknowledgement

You confirm that SkyMesh does not warrant, and has not represented, that the Service is or will be free of errors, defects or interruptions, or that it will be available at all times. You acknowledge that the Service will be used by you for the purpose of making voice calls only and not for the transmission of data (such as fax or Internet dial up connections) unless the Equipment is specifically configured with SkyMesh's permission to support such services and in any case will only support such services in terms of this Clause 14.

14.6 Access to Emergency Services and Priority Services

Without limiting the Service Description, you acknowledge that the Service relies on a supply of electricity and may not enable you to connect to Emergency Services if that supply of electricity fails, and therefore the Service is not a full replacement or substitute for a standard telephone service. The Service should not be used, as a first choice, to make an emergency call. SkyMesh does not provide priority services over the Service.

15. Customer Service Guarantee

In consideration of the innovative nature of VoIP on the IPSTAR satellite platform, and the substantial cost savings realised by you in utilising the SkyMesh Service, you agree to unconditionally waive your rights in terms of the Customer Service Guarantee in respect of the Service.

16. Access to Premises

16.1 Permission to access the Premises

You will grant (or procure such grant) to SkyMesh to such access to the Premises as SkyMesh (or its contractor) reasonably requires in order to:

- install Equipment required to access the Service;
- inspect, maintain or test equipment which is faulty, or is causing interference or risk to SkyMesh's Service or network; and
- remove SkyMesh's Equipment from those Premises, on the expiry or termination of these Standard Terms and Conditions.

16.2 Indemnity

You agree to provide safe access to the Premises and to indemnify SkyMesh against any loss, damage, cost or expense incurred or sustained by SkyMesh as a result of a claim by the owner or occupier of the Premises in relation to SkyMesh's entry on to the Premises, or any injury, illness or death of an employee, agent or contractor (including employees of such contractor) as a result of the condition or state of the Premises at the time access is granted.

17. Suspension and termination

17.1 Customer's right to terminate

(a) You may terminate these Standard Terms and Conditions, without incurring further liability to SkyMesh:

- at any time by giving SkyMesh 30 days' prior written notice; or
- at any time by giving SkyMesh written notice if:
 - SkyMesh breaches a material term of these Standard Terms and Conditions and that breach is not capable of remedy; or
 - SkyMesh breaches a material term of these Standard Terms and Conditions that is capable of remedy, but fails to do so within 30 days of receiving a notice from you specifying the nature of the breach and requesting that it be remedied.

17.2 SkyMesh right to terminate

(a) SkyMesh may, upon such notice as is required by legislation, terminate these Standard Terms and Conditions and cease supplying the Service to you, if you:

- fail to pay any Service and Equipment Charges or Call Charges which are due by you under these Standard Terms and Conditions;
- breach a term or condition of these Standard Terms and Conditions and fail to remedy that breach to SkyMesh's satisfaction within 14 days of being notified of such breach; or
- become the subject of an Insolvency Event.

(b) SkyMesh may terminate this Agreement by giving you no less than 14 days' prior written notice if:

- any at any time prior to the Service Commencement Date, SkyMesh reasonably determines that it is not technically or operationally feasible or commercially viable to supply the Service to you;
- SkyMesh is required to do so in order to comply with the requirements of any statute or regulation, the directions or any person acting with the authority of any statute or regulation or any emergency services organisation or any other competent authority;
- SkyMesh is unable, or ceases to be able to interconnect the SkyMesh Network with any other Supplier Network;
- a Supplier terminates its agreement with SkyMesh, or ceases to supply services to SkyMesh, and SkyMesh is not able to provide the Service in accordance with the Service Description;
- the Service is suspended for any reason for more than 14 days; or
- any force majeure event prevents the supply of the Service in accordance with these Standard Terms and Conditions for more than 14 days.

(c) SkyMesh may terminate these Standard Terms and Conditions at any time by giving you 30 days' prior written notice.

17.3 Suspension of Service by SkyMesh

(a) As an alternative to the termination of these Standard Terms and Conditions, SkyMesh may, upon such notice as is required by legislation, suspend the provision of the Service upon the occurrence of any of the events or circumstances listed in paragraphs 17.2(a)(i), 17.2(a)(ii), 17.2(b)(i), 17.2(b)(ii), 17.2(b)(iii) or 17.2(b)(iv).

(b) During a suspension all of SkyMesh's obligations with respect to the provision of the Service, the availability of the Service and the provision of fault reporting and rectification services that are specified in these Standard Terms and Conditions are suspended other than SkyMesh's obligation to provide access to emergency services.

(c) While the Service is suspended, you remain liable to pay those Service Charges, Equipment Charges and Call Charges specified in paragraph 8.1(a)(i) and 8.1(a)(ii), but not any other Service Charges, Equipment Charges and Call Charges. You will continue to be liable to pay any Service Charges, Equipment Charges and Call Charges that became payable prior to the suspension, and those Service Charges, Equipment Charges and Call Charges payable after the suspension has been concluded.

(d) Subject to paragraph (c) above, notwithstanding the suspension of the Service, you will continue to be responsible for fulfilling all of your obligations under these Standard Terms and Conditions.

17.4 Suspension of Service by you

(a) You may suspend your Service in the event that you are not able to use your Service as a result of voluntary absence from the Premises. You may suspend your service only in increments of full calendar months and for an accumulated maximum of six months per calendar year. Applications for suspension must be made in writing to SkyMesh a minimum of 7 days prior to the commencement of the suspension period.

(b) Accounts that are overdue or subject to dispute are not eligible for voluntary suspension.

(c) Invoices, payments, debits or charges due for payment or settlement while your account is in voluntary suspension are due and payable in terms of the provisions of these Standard Terms and Conditions.

17.5 Accrued rights

Neither suspension nor termination affects any of your rights or liabilities, or those of SkyMesh which have accrued prior to termination.

17.6 Consequences of termination

If these Standard Terms and Conditions are terminated in accordance with the provisions of Clause 17 (other than paragraph 17.1(a)(ii)) before the Service Commencement Date, then:

(a) you must pay to SkyMesh any installation or connection charges payable under these Standard Terms and Conditions;

(b) you must pay all Service Charges, Equipment Charges and Call Charges in respect of the Service provided until such time as the Service is deactivated, or SkyMesh ceases to provide that Service to you; and

(c) SkyMesh may invoice you for all Service Charges, Equipment Charges and Call Charges that have not been previously invoiced, and you must pay all amounts specified in that invoice, together with any other amounts that are due under these Standard Terms and Conditions, within 10 Business Days of the date of that invoice.

(c) Without limiting paragraphs (a) and (b) above, if these Standard Terms and Conditions are terminated for any reason:

(i) SkyMesh may cease immediately the provision of the Service to you, and you must cease using the Service; and

(ii) SkyMesh may enter the Premises and remove all SkyMesh Equipment and otherwise take steps to disconnect the Premises from SkyMesh's Network.

17.7 Survival of provisions

The rights and obligations of the parties under Clauses 8.1, 8.3, 9, 16, 17.5, 17.6, 18, 20, 21, 22 and 27 will survive the termination or expiry of these Standard Terms and Conditions, and will continue to be enforceable by, and against, the relevant parties notwithstanding such termination or expiry.

18. Customer Information and confidentiality

18.1 Use and disclosure of Customer Information

(a) You authorise SkyMesh to acquire, use and disclose Customer Information to:

(i) enable SkyMesh to fulfil its obligations under these Standard Terms and Conditions;

(ii) enable SkyMesh to ensure that you perform your obligations under these Standard Terms and Conditions;

(iii) a credit reporting agency to obtain credit information about you; and

(iv) collate marketing and research information relating to the supply of the Service to you.

(b) You may request SkyMesh not to use Customer Information for the purposes of promoting or marketing SkyMesh's products and service to you. SkyMesh agrees to comply with this request as soon as is practically possible.

(c) If you are a natural person, you are entitled to gain access to any Customer Information held by SkyMesh, unless SkyMesh is permitted or required by any applicable law to refuse such access.

(d) If you do not provide part of all of the Customer Information that SkyMesh requests, then SkyMesh may refuse to supply, or continue supplying, the Service.

(e) By providing Customer Information to SkyMesh and obtaining the Service, you acknowledge and consent to the collection, use and disclosure of Customer Information as set out in this Clause 18.1 and in accordance with SkyMesh's Privacy Policy from time to time.

18.2 Calling Line Identification (CLI)

You acknowledge that when:

(a) a call is made using the Service, the CLI may automatically be sent to the telecommunications equipment of the person receiving the call unless you have requested that the CLI be barred or have requested a Silent Line service; 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. You must comply, and use reasonable endeavours to ensure that 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.

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18.3 Integrated Public Number Database

You acknowledge that SkyMesh is obliged by law to supply specified Customer Information with respect to any person who is allocated a Number under Clause 6 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 organisations such as directory information organisations or the assistance of emergency service or law enforcement organisations. If you require that your Customer Information that appears on that database be altered, you must request such alteration in writing.

18.4 Confidential Information

(a) A party who obtains the Confidential Information ('Recipient') of the other party ('Discloser') in the course of exercising rights, receiving benefits or fulfilling obligations under these Standard Terms and Conditions must keep secret that Confidential Information, and may not disclose it to any third party, or use that Confidential Information.

(b) Notwithstanding paragraph (a), a Recipient may disclose or use the Confidential Information of a Discloser solely for the purposes of exercising its rights, and/or fulfilling its obligations, under these Standard Terms and Conditions.

(c) The rights of a Recipient to hold and/or use the Confidential Information of a Discloser will cease when these Standard Terms and Conditions expire or terminate, and upon such expiry or termination the Recipient must return to the Discloser all Confidential Information of that Discloser in the Recipient's possession, custody or power. You agree that the obligation under this paragraph does not apply to the information collected by SkyMesh that is referred to in Clause 18.1.

(d) A Recipient will not be in breach of its obligations under this Clause 18.4 if it discloses Confidential Information of a Discloser, or otherwise uses such information, in order to comply with a statutory or other legal requirement, an order of a court or the listing rules of a stock exchange.

19. Intellectual property

SkyMesh owns all materials (including the intellectual property rights subsisting in such materials) developed by it, or its employees, agents or contractors in relation to the provision, function, benefits and/or operation of the Service or has a licence to use those materials and grant to you a sub-licence to use those materials. You are licensed to use such materials solely for the purpose of enabling you to utilise the Service and otherwise exercise your rights under these Standard Terms and Conditions. You are not entitled or permitted to sublicense the use, or reproduce, such materials without the express written consent of SkyMesh. The licence granted by SkyMesh to you under this clause will terminate upon the termination or expiry of these Standard Terms and Conditions.

20. Customer's warranties

You warrant that:

- (a) you are not a Carrier or a Carriage Service Provider;
- (b) you have read and understood the terms of these Standard Terms and Conditions; and
- (c) you have permission:
 - (i) from the owner of the Premises for access to be given to SkyMesh in accordance with Clause 16; and
 - (ii) from the owner of any equipment on which the Service or Equipment are to be installed for the installation to occur.

21. Customer's indemnity

To the extent permitted by law, you indemnify SkyMesh against any loss, costs, liability, claims or damage (including legal costs on a solicitor / client basis) incurred or suffered by SkyMesh arising from or in connection with:

- (a) the use or attempted use of the Equipment or the Service by you or any other person;
- (b) your breach of these Standard Terms and Conditions;
- (c) loss suffered by any person as a result of the unavailability of the Service or the failure of the Equipment; and
- (d) any damage to the SkyMesh Network, Equipment or Service caused by you or your employees, agents or contractors (if any) or any other person permitted by you to use the Equipment or the Service.

22. Exclusion and limitation of liability

(a) To the extent permitted by law, SkyMesh is not liable for any loss or damage caused by or related to:

- (i) the unavailability of the Service caused by or related to a fault in another Carrier's network or a service provided by another Carrier or Carriage Service Provider;
- (ii) the Equipment not operating because of:
 - (A) a failure in the electricity supply to the Premises; or
 - (B) a fault in the Equipment;
- (iii) damage to the Equipment, or caused by the Equipment, through fluctuations in the electricity supplied to the Premises; and
- (iv) the variation, withdrawal, suspension, reassignment or cancellation of a Number assigned to you for any reason.

(b) To the extent permitted by law, all warranties or terms other than expressly set out in these Standard Terms and Conditions, including any implied warranty or term, are excluded.

(c) Where liability cannot be excluded, and where permitted by law, SkyMesh limits its liability to, at SkyMesh's option, resupply of the Service or Equipment or a refund of fees paid for the Service where it is fair and reasonable to do so and the Service is not of a kind ordinarily acquired for personal, domestic or household use or consumption; or where property is damaged, to the repair or replacement of the property or paying the cost of that repair or replacement.

(d) To the extent permitted by law, SkyMesh's aggregate liability to you in respect of any cause of action arising under, or in respect of these Standard Terms and Conditions will be limited to an amount equal to the total Service Charge paid by you to SkyMesh for one month's use of the Service.

(e) SkyMesh will not be liable to you for any direct, indirect or consequential losses, damages (including loss of profits, anticipated savings, economic loss or loss of opportunity), costs or expenses arising from any act, omission, breach, negligence or wilful misconduct on the part of SkyMesh, its agents, employees or contractors under these Standard Terms and Conditions, or in the course of providing the Service, or in respect of any matter associated with the provision of the Service.

23. Force Majeure

A party will not be responsible or liable for a failure to fulfil a particular obligation if such failure was caused directly by a force majeure event. This clause will not apply to an obligation to pay money. A party affected by a force majeure event must notify the other party promptly of the occurrence of that event and use reasonable endeavours to resume performance or fulfilment of the affected obligation(s) in accordance with these Standard Terms and Conditions as soon as possible. The other party will continue to fulfil its obligations under these Standard Terms and Conditions notwithstanding the occurrence or consequences of that force majeure event.

24. No Waiver

24.1 Failure to perform

The failure of a party at any time to require performance of any obligation under these Standard Terms and Conditions is not a waiver of that party's right:

- (a) to claim damages for breach of that obligation; and
- (b) at any other time to require performance of that or any other obligation under these Standard Terms and Conditions, unless written notice to that effect is given in accordance with Clause 24.2.

24.2 Waiver

Waiver of any provision of or right under these Standard Terms and Conditions:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

25. Amendment, entire agreement

(a) Subject to the provisions of the Telecommunications Act 1996 (Cth.), SkyMesh may amend, vary, remove or replace any provision(s) of these Standard Terms and Conditions on not less than three Business Days written notice to you. Your continued use of the Service and/or the Equipment after the notice period has elapsed will constitute acceptance of the variation.

(b) SkyMesh may change the technical specifications of the Service at any time for operational or network planning reasons. It will endeavour, but is not required, to give you reasonable prior notice of such changes which may adversely impact upon your use of the Service.

(c) The parties agree that the terms of these Standard Terms and Conditions:

- (i) represents the entire agreement with respect to the provision of the Service and all matters associated with, or relevant to, the provision of the Service, and
- (ii) replaces all prior agreements, understandings, representations or statements made or concluded between the parties in relation to the Service. In the interests of avoiding doubt however caused, these Standard Terms and Conditions do not apply to any broadband Internet service or any other service supplied by SkyMesh to you and the terms and conditions upon which SkyMesh supplies any of those services to you do not apply to the Service except as laid out in Clause 1.3.

26. Assignment

(a) You may not assign or transfer its rights or obligations under these Standard Terms and Conditions without the written consent of SkyMesh.

(b) SkyMesh may assign or transfer its rights or obligations under these Standard Terms and Conditions at any time.

27. Applicable law

These Standard Terms and Conditions are governed by the laws of Queensland, Australia.

28. Notices

28.1 Customer's contact details

(a) SkyMesh will send all correspondence regarding the Service to the email address of which you have notified SkyMesh. A notice will be considered to have been validly and duly given if it is sent to that mailing address or e-mail address, notwithstanding that you may have changed your email address.

(b) You agree to notify SkyMesh as soon as possible but in any event no later than three Business Days after you have changed your email address.

28.2 SkyMesh's contact details

You give notices to SkyMesh at the following address:

SkyMesh Pty Ltd
PO Box 255
37 Baxter Street
Fortitude Valley QLD 4006

Fax: 1300 859 637

Email: accounts@skymesh.net.au