

STANDARD FORM OF AGREEMENT

The following terms and conditions will apply to every agreement for Services made with Integra Corporation Pty Ltd ABN 64 066 354 443 ('Integra') unless there is an agreement in writing to vary or exclude them signed by Integra and the Customer.

In addition, every agreement for Services shall include the Tariff Sheets for those Services and the Application Form completed by the Customer or by Integra or an Integra Channel Partner on behalf of the Customer.

1. AGREEMENT FOR SERVICE

1.1. Formation of Agreement

A legally binding agreement is made between Integra and the Customer when Integra accepts an Application Form completed and signed by you, or by Integra or an Integra Channel Partner on your behalf. The person applying for Services warrants that he/she has full power and authority to do so on behalf of the Customer.

1.2. Period of Agreement

Your agreement will commence on the date of installation or transfer of Services from your existing Carrier, and will continue for the Term and thereafter until terminated by you or Integra in the manner set out below. You should check any agreement you may have with an existing Carrier to make sure that you understand the effect of transferring Services.

1.3. Services Included

Integra's aim is to provide high quality Services to its Customers. Your agreement will extend to each of the Services listed on the Application Form and will be subject to the special conditions on the Application Form and the Tariff Sheet identified on the Application Form. It will also include any new numbers or Services that you request in the future and that Integra agrees to provide. You may also ask to change to a different Tariff Sheet in the future, but only after any agreed fixed period has expired.

1.4. Additional Facilities

Integra can supply all of the additional facilities available on the telephone network generally at any time. The cost and terms of supply for any additional facilities will be explained to you at the time when you place an order. The cost of additional facilities may vary if Integra's suppliers increase their charges.

1.5. Special Terms

Special terms which will apply to equipment and Services supplied by Integra appear in Schedules A, B and C.

1.6. Eligibility for Services

You hereby represent and warrant to Integra that you are a business consumer with a current ABN, and that you (if an individual) are at least 18 years old.

1.7. Secrecy & Passwords

The Customer is responsible for maintaining the secrecy and confidentiality of all identification passwords and log-in information required to access the Services.

1.8. Credit Check

You agree that Integra may obtain a credit report from a credit reporting agency containing personal credit information about you in relation to assessing your credit application and commercial credit to be provided by Integra and may exchange personal information about you with other credit providers for the purpose of collecting overdue payments from you and continued maintenance of your Integra account.

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1.9. External Administration

If the Customer becomes or ceases to be an Eligible Company, then each time you or the Administrator requests Integra to continue supply of Services, Integra may open one or more new accounts and may charge the new account holder an in-place connection fee for each of those Services at the rates shown on Integra's relevant Tariff Sheet for each such account.

1.10. Commission

Integra may pay commissions to Channel Partners, buying groups or other introducers of business.

1.11. Caller Line Identification Presentation

Integra may at times route your call/s via a Carrier which does not support Caller Line Identification Presentation, for reasons including network maintenance, server outage or other relevant causes.

1.12. Emergency Services 000 Dialling

You acknowledge and agree that:

- a) Each of the Services requires a functional Broadband connection to the Internet;
- b) The Broadband connection might not be provided by Integra; and
- c) Loss of service will prevent all outbound calls, including emergency 000 calls;

In the event of power failure or termination of service by your Internet service provider, the Integra Services will not function. You will continue to be billed for the Integra Services unless and until the Services are terminated in accordance with this agreement.

2. PAYMENT OF CHARGES

2.1. Pay Charges

You agree to pay the Charges without any set-off or deduction on or before the due date as stated on the invoice by Direct Debit (or such other means as Integra may accept). Additionally, if you fail to pay the Charges, and Integra chooses to pass your account to a debt collection agency, you agree to be liable for any and all Costs associated with the debt collection process.

2.2. Reconnection and Other Fees

Without prejudice to any other rights or remedies Integra may have, we may charge you a fee of \$10.00 (including GST), or 5% of the outstanding balance (whichever is greater), if you do not pay your entire bill by the date it falls due; and we may also charge you a reasonable reconnection fee for resuming the Services after they have been suspended for breach of contract by the Customer.

2.3. Credit Limit

Integra will determine a monthly Credit Limit and, subject to approval, will extend that Credit Limit to the Customer for use of the Services. Integra will notify the Customer by email prior to the Customer reaching the Credit Limit. If at any time the unpaid charges for Services (whether invoiced or not) exceed the Credit Limit (as designated by Integra from time to time), Integra may immediately suspend or terminate any or all of the Services without the need for any further notice to be provided to the Customer.

2.4. Credit Card Payments

You can pay your bill by Direct Debit, cheque or cash free of charge. We also accept credit card payments. A surcharge of 2.9% will apply to payments by credit card.

2.5. Non Payment

If you fail to pay any bill by its due date, then you will forfeit the benefit of any

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Reward Program that you would otherwise have been entitled to in respect of that month or any discount to which you would otherwise have been entitled.

2.6. Dishonoured Cheques or Direct Debit Drawing

Dishonoured cheques or direct debit drawings will incur a \$30.00 administration fee.

3. OTHER CUSTOMER OBLIGATIONS

3.1. Provide Security

If requested to do so by Integra, you will deposit with Integra on account of future Charges a sum equal to the amount that Integra estimates you are likely to incur for the Services during any future period. Integra may retain that sum as security for future payments for so long as Integra considers it necessary to do so. Alternatively, Integra may require that you provide one or more Guarantees for payment of the Charges.

3.2. Illegal and Immoral Purposes

You agree not to use the Services in an illegal or immoral way or so as to cause nuisance or annoyance to any other person and at all times to comply with Integra's Fair Use Policy. You further agree that you will not make life threatening or unwelcome calls to any other person.

3.3. Supply Information

You must inform Integra if there is any change in ownership or control of the Customer, or if any event occurs which may prevent or inhibit you from paying your bills, or if you become Insolvent, or if any director or partner of the Customer is convicted of any crime.

3.4. Former Carrier

You will pay all charges levied by your former Carrier up to the time when services are transferred to Integra, and indemnify Integra against any claims or losses arising from the transfer of your services.

3.5. Transfer to New Carrier

- a) If you decide to transfer to a new Carrier, you will pay Integra all moneys due to Integra under the terms of your agreement with Integra before doing so.
- b) If you would like to transfer your services or those provided by Integra to another provider, you will need to contact that other provider to pursue this.
- c) Integra reserves the right to charge a fee for porting your telephone number to or from Integra. Not all numbers can be ported to or from Integra, and the right is reserved for Integra to reject any porting request.

4. NUMBER PORTABILITY

4.1. No Guarantee of Portability

- a) Integra provides no guarantee that it can port your telephone number to or from your current service provider or within any specified timeframe.
- b) Number portability and direct inward dialling is supported in most instances. However, some number ranges are locked to certain Carriers and cannot be ported from Integra to another Carrier.
- c) Only your telephone number will be transferred to Integra. This may result in the loss of any add-on services that are attached or associated with the Service provided by your existing Provider (e.g., Duet Services, Line Hunt, Voicemail, and Digital Subscriber Line).
- d) You may not be able to port your number if moving to a different area.

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4.2. Number Portability Rejections

- a) In the event that you nominate an incorrect customer name or losing carrier name or account number on a porting form, your application may be rejected, your application to port will be delayed, and port rejection fees will apply. Your current service provider may reject a port request if the information you provide is incorrect or does not match the data held by them. In this case, you authorise Integra to correct the information and resubmit the request to port your telephone number or dispute the rejection by your current service provider.
- b) In the event that add-on services are attached to a telephone line nominated for porting to Integra, your application may be rejected, your application to port will be delayed and port rejection fees will apply. Add-on services are Line Hunt, Duet Services, Rotary Group Services, EFTPOS, Broadband, Message Bank Services and Facsimile Services. These must be removed from the nominated telephone line for the port to occur.
- c) In the event of a port rejection, withdrawal or reversal, Integra is not responsible for any period of outage. Integra accepts no responsibility for any loss of income or business as a result of a port being rejected.
- d) Telephone numbers can only be ported to Integra whilst the account with the losing provider is active. A telephone number associated with a suspended or disconnected account with your current service provider cannot be ported, and any associated porting requests will be rejected.

5. PLANS

5.1. Tariff Sheets

The plans available from Integra are described on the Tariff Sheets that you can obtain from Integra's offices, website, sales outlets or Channel Partners, or by asking Integra to send them to you by post, fax or email.

5.2. Changes to Plans

Integra may change the nature of its plans and/or increase the rates shown on its Tariff Sheets from time to time. If these changes affect you, Integra will give you 21 days prior notice of the change and you may cancel your agreement during the period of 42 days after receiving such notice subject only to payment in full of all Charges and Costs incurred prior to the cancellation taking effect.

5.3. All Plans

The following applies to all Integra plans, save where the contrary is stated on the relevant Tariff Sheet:

- a) Rates are quoted in Australian \$ per minute; and
- b) Rates quoted are inclusive of GST.

5.4. Fixed Terms

In relation to certain Services, the relevant Tariff Sheets may specify a minimum Term, and you will only receive the relevant rate while using telephone systems or telecommunications equipment pre-programmed by Integra.

5.5. Early Termination

- a) If not otherwise specified herein, Integra will bill you for the unexpired period of the Term if Your Agreement is terminated under clause 12.
- b) In those circumstances, you must pay Integra a termination payment equal to the aggregate of:
 - i. The discount value if you have subscribed to a discount on the purchase of Equipment for Supply
 - ii. The amount of your monthly Plan Access Fee during the Term multiplied by the number of months or parts of months of the unexpired Term at the date of termination
 - iii. GST on those amounts

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6. INCLUDED CALL PLANS

6.1. Fair Use Policy

Included Call Plans are available to standard small or medium business and in conjunction with Integra's Fair Use Policy.

6.2. Normal Business

A standard small or medium business is a business that engages in normal trading activities during Business Hours.

6.3. Standard Calls

Standard Calls are:

- a) Calls to Australian landline phone numbers (local and national calls)
- b) Calls to Australian Mobile Networks

6.4. Not Standard Calls

- a) Calls to 1300 or 13 numbers
- b) Calls to operator or directory assistance numbers
- c) Calls to international or satellite numbers
- d) Calls to Norfolk Island, Christmas Island, Cocos (Keeling) Islands and Lord Howe Island
- e) Free Inter-Integra-Network phone dialling
- f) Free calls to 1800 numbers

7. REWARD PROGRAMS

7.1. General

Integra may offer Reward Programs. You may choose one of those identified as available on the Tariff Sheet for your Services and change to another by giving at least 14 days prior notice to Integra to take effect no earlier than at the commencement of your next Billing Period.

7.2. Benefit

Under the terms of Integra's Reward Programs, the amount of your Eligible Charges in each Billing Period will entitle you to a credit for the maximum amount (if any) and at the rate shown on the Tariff Sheet or Application Form for your Services in the next Billing Period to spend at Integra's authorised redemption partners.

7.3. Program Cards

If you are issued with a debit card to draw upon credits earned, the card will be issued subject to the terms and conditions imposed by the card issuer, a copy of which will be provided when you request entry into that program and will be sent to you with the relevant card.

8. BILLING

8.1. Regular Bills

We will aim to bill you once each month for Charges for Services used by you, subject to our right to bill you on termination. Any Charges that are carried forward and not billed in that month can be billed by us within 160 days from when they are incurred. You will be emailed a copy of your bill, but can also access it by logging on to Integra's Website.

8.2. Format of Bills

Our bills are itemised and designed to be easy for you to understand. If you need clarification of any entries, you should contact us as soon as possible and in any event before the time for paying the bill has expired.

8.3. Disputes

If you genuinely dispute the validity of an item in your bill, you must still pay the

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undisputed balance of the bill within the time fixed for payment. We will not require payment of any amount that we agree should not have been charged, where you show to our reasonable satisfaction that you should not have to pay that amount.

8.4. Payment information

You can pay your bill by Direct Debit, cheque and cash free of charge. We also accept credit card payments. A fee of 2.9% will apply to credit card payments.

9. SPEND MANAGEMENT TOOLS

9.1 Usage Notifications

We will assist residential customers to control spending by providing notifications when they reach 50%, 85% and 100% of the call/SMS value or data allowance in a mobile plan or broadband plan.

Usage notifications do not occur in real time, but with a delay of 48 hours after you actually reach the respective thresholds.

Usage notifications also do not include any usage that you incur overseas (mobile roaming), calls and SMS to overseas destinations and calls to premium services.

The table below may be of assistance to gain a better understanding of how much data consumers are using. The actual usage will depend on the device used, the technology used (3G, 4G) and other factors. The information below is based on averages, and provides estimates only.

Email text only	30 - 50 KB
Email with attachment, i.e. document or photo	350 KB - 4 MB
Website viewing	1 MB
Streaming video/minute	7 MB (3G), 30 MB (4G)
Streaming music/minute	1 MB
Downloading a song	6 MB
Downloading an app	30 - 100 MB
Uploading a photo	4 MB
Making a video call with an app/minute	8 MB (3G), 24 MB (4G)

9.2 Other Ways to Manage Spend

There may be other ways of keeping your spend on track, such as barring more expensive numbers, choosing an internet plan without excess charges (which means that your speed is shaped/slowed down once you used up your included data allowance) or monitoring your spend online through our website. Please contact us for more information.

You can access your account information, view account balances, manage and update your account information by accessing the "My Login" URL below:

<http://www.integra-group.com.au/mylogin>

10. EXTENT OF INTEGRA'S LIABILITY TO YOU

10.1. Basic Principle

Unless it may not do so because of an Industry Code or by the general law or the regulations of ACMA or a body competent to impose such controls, whilst Integra will use all reasonable care in providing the Services, Integra accepts no responsibility for any loss or damage of any nature relating to the same in any way.

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10.2. Customer Service Guarantee Waiver

To enable us to offer you competitive pricing while maintaining a high standard of customer support, you agree to waive certain protection and rights you have under the Telecommunications (Customer Service Guarantee) Standard 2011 (Cth). You also agree that you understand the consequences of the waiver. By using any of our Services, you will be deemed to have waived all your protection and rights under Part 5 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth), unless you notify us within 7 days after submitting your Application for Services that you no longer wish to waive those rights because you are under no obligation to consent to the waiver. If you so notify us within 7 days, we may refuse to accept your Application for Services.

10.3. Emergency Services 000 Dialling

Integra's liability is limited for any Service outage and inability to dial 000 or to access emergency services.

10.4. Maximum Liability

If the principles of an Industry Code or the general law or the regulations of ACMA or a body competent to impose such controls require Integra to take responsibility for any loss or damage, then such responsibility will be limited to one of the following at Integra's option:

- a) Replacement or repair of relevant goods or the supply of equivalent goods; or
- b) Payment of the cost of replacing the goods or of acquiring equivalent goods; or
- c) Supply of relevant Services again, or payment of the cost of having those Services supplied again.

10.5. Consequential Loss

Integra will never be responsible for lost profits or opportunities or for pure economic loss.

10.6. Causes Beyond Control

Integra will not be liable to you in any event where provision of the Services is inhibited or prevented by any cause outside of Integra's reasonable control.

10.7. Codes of Practice

Integra will apply the Industry Codes and the Internet Industry Privacy Code of Practice if inconsistent with the terms hereof.

11. YOUR LIABILITY TO INTEGRA

11.1. Damages

If you fail to abide by the terms of your agreement, you must compensate Integra for any loss that it suffers as a result.

11.2. Indemnity

If you fail to abide by the terms of your agreement, then in addition to claims that Integra may bring against you, you will also take responsibility for and hold Integra harmless from any liability to Integra arising as a result of such failure as well as any sums by way of indemnity plus legal and other costs, charges and expenses Integra may incur as a result of such matters.

11.3. Authority

You authorise Integra to make any payments or to comply with any demands in respect of such failures by you, without any reference to or further authority from you; and you agree that any such payment shall be binding on you.

12. TERMINATION AND SUSPENSION

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12.1. By Integra

We may:

- a) Terminate Your Agreement at any time (other than during an agreed fixed period) on giving 30 days prior notice in writing and without giving you any reason for doing so, subject to us refunding any unexpired prepaid credit.
- b) Terminate Your Agreement or suspend the Services without notice if we have reasonable grounds to suspect that you will not settle present or future Charges payable to us and we have taken reasonable steps to bring this to your notice.
- c) Terminate Your Agreement or suspend the Services if you are in material breach or fail to pay any Charges that are due.
- d) Suspend the Services for a reasonable period for operational reasons.
- e) Suspend the Services if you exceed your approved Credit Limit.
- f) Suspend the Services if we have reasonable grounds for suspecting fraud or illegal conduct in relation to the Services.
- g) Suspend the Services in case of emergency.
- h) Terminate Your Agreement or limit or vary performance of our obligations or intercept the Services in order to comply with legislation or regulatory requirements or the order of a competent court or agency.

12.2. By Customer

You may by written signed notice to Integra:

- a) Terminate Your Agreement at any time during the period of 42 days after receiving notice of increase of Charges under Clause 5.2, subject only to payment in full of all Charges incurred prior to the effective date of such termination.
- b) Terminate Your Agreement at any time by giving 12 calendar months prior notice to Integra expiring at the end of a Billing Period.

12.3. Consequences

- a) Any balance accrued due to the Customer but undrawn under any Reward Program will be cancelled if Your Agreement is terminated.
- b) There will be no abatement of Charges for Services suspended under clauses 12.1 (b) or (c) or (e) or (f).
- c) If not otherwise specified herein, the Customer must pay all Charges for the unexpired period of the Term if Your Agreement is terminated.

13. DISPUTES

13.1. Notice of Complaint

If you are unhappy with the Services or any action taken by us, you can utilise our internal Complaint Handling Process by giving notice of your complaint to our Complaints Officer in accordance with Clause 16.3. You can find our Complaint Handling Process on our website, or you can request a copy from us.

13.2. Attempt to Resolve

Both you and our Complaints Officer must take all reasonable steps to discuss and attempt resolution of your complaint within 21 days, as required under our internal Complaint Handling Process.

13.3. External Dispute Resolution

You should give us an opportunity to resolve any complaint under our Complaint Handling Process. If you express dissatisfaction with our progress or timeframes, we will tell you about the options for external dispute resolution.

14. PRIVACY

14.1. Collection of Information about You

It is necessary for Integra to collect information about you for the purposes of operating the Services, complying with the Integrated Public Number Database and

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also for the purposes of billing you and assessing and controlling credit risk including collection of unpaid debts. Information may also be used for statistical purposes and for considering business efficiency and for advertising and marketing purposes. A copy of our privacy statement is available on our website.

14.2. Who May Access the Information

Access to the information that Integra collects is available to you (subject to the limitations referred to in the *Privacy Act 1988* (Cth)) but is otherwise restricted to Integra's staff who need access to it for the purposes of carrying out their duties. It may also be passed to:

- a) Carriers or resellers of Carrier services or other suppliers to Integra in connection with provision of the Services.
- b) Credit reference agencies used by Integra in assessing credit risk or notifying default.
- c) Solicitors or debt collection agencies retained by Integra to collect unpaid accounts.

14.3. Failure to Provide Information

Integra will not enter into an agreement with you unless you agree to the provision and use of your personal information in this way.

15. VARIATIONS

15.1. Terms and Conditions

Integra may make changes to these terms and conditions from time to time by altering the version available on its Website.

15.2. Plans

Integra may also alter its plans from time to time; but if it alters the plan relevant to your Services you will be notified in accordance with Clause 5.2.

15.3. Application Form

The terms contained in the Application Form may only be varied in writing and signed by you or your nominated Integra Channel Partner and Integra.

16. NOTICES

16.1. Address for service

Notices can be given in writing to Integra or the Customer at the address, fax number or email address shown on the Application Form, unless new contact details are notified by either party to the other prior to service thereof.

16.2. Deemed Delivery

Integra may treat any notice as duly served by it where:

- a) Sent by post and not returned as undeliverable by Australia Post; or
- b) Sent by fax and successfully transmitted to the correct number; or
- c) Sent by email and not returned as undeliverable by the system.

16.3. Complaints officer

Any notice to Integra's complaints officer must be sent to our address (physical, postal, fax, online or email) shown on the Application Form or to any new address notified by Integra from time to time. Any oral complaint must be confirmed by you in writing where possible.

17. GENERAL

17.1. Applicable Law

This agreement is subject to and governed by the laws of Queensland; and the parties hereby submit to the jurisdiction of the courts of Queensland. Neither party

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shall claim that any action brought in Queensland has been started in a wrong jurisdiction or an inconvenient forum.

17.2. Waiver

- a) A failure or delay in exercise, or partial exercise, of a right arising from a breach of any provision of these terms and conditions is not to be regarded as, and cannot be relied upon as, a waiver of that right or an election not to exercise that right.
- b) No waiver or consent given by a party may be construed as providing a waiver or consent in respect of any circumstances other than those strictly falling within the terms of the waiver or consent.

17.3. Assignment

- a) Your agreement may be assigned by Integra without the need for consent by you.
- b) Your agreement may not be assigned or novated in whole or in part by you.

17.4. Severability

If any provision of these terms and conditions is invalid or void and is not enforceable in accordance with its terms, that provision is severed and all other provisions of these terms and conditions which are self-sustaining and capable of separate enforcement without regard to the severed provision, are and continue to be valid and enforceable in accordance with their terms.

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SCHEDULE A – SUPPLY OF EQUIPMENT AND TECHNICAL SUPPORT SERVICES

1. SPECIFICATIONS

1.1. Substitution

Integra may substitute components of the Equipment for Supply or part of any such component prior to delivery without consultation with the Customer, and may in any other respect modify the Equipment for Supply if, in the reasonable opinion of Integra, the said substitution or modification:

- a) will not adversely affect the performance or capacity of the Equipment for Supply;
- b) will not alter the configuration of the Equipment for Supply in any material respect; and
- c) will not otherwise materially affect the obligations of Integra or prejudice the rights of the Customer.

1.2. Notice

If a substitution or modification is made under Clause 1.1 of this Schedule, Integra shall notify the Customer on or prior to delivery.

2. OPERATING MANUALS

2.1. Copies

Integra shall provide the Customer with such number of copies of each of the Operating Manuals as Integra determines, acting reasonably.

3. SITE PREPARATION

3.1. Access

The Customer shall at its own expense prepare the Site, and access to the Site, prior to delivery, and shall comply with any directions or specifications issued by Integra.

3.2. Facilities

Without limiting the foregoing, the Customer shall ensure the supply of:

- a) adequate electric current
- b) adequate electrical and mechanical fittings
- c) appropriate environmental conditions

3.3. Delay

If Integra delays delivery of installation of the Equipment for Supply due to inadequate preparation of the Site or access to the Site, the Customer shall be liable to Integra for all reasonable costs and expenses incurred by Integra directly or indirectly as a result of such delay.

4. DELIVERY

4.1. Additional Charges

Integra reserves the right to levy additional delivery charges where the actual shipping fees exceed those estimated when arranging for dispatch.

4.2. Customer Attendance

Integra reserves the right to levy additional delivery charges if no one is in attendance at the delivery address at the time of delivery or when multiple attempts are made to deliver the goods.

4.3. Packing Materials

Packing materials remain the property of Integra and shall be removed or otherwise disposed of at the sole discretion and direction of Integra.

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4.4. Passing of Risk

Customer is responsible for obtaining the goods and accepting delivery. We are taken to have delivered them to you, and you are taken to have accepted them, when you obtain the goods.

5. INSTALLATION

5.1. Timing

Integra shall install the Equipment for Supply at the Site on the Installation Date. In the absence of agreement to the contrary, the installation shall be effected during Business Hours.

5.2. Assistance

The Customer shall provide Integra with such assistance, including the provision of personnel and facilities, as Integra reasonably considers necessary to ensure satisfactory installation of the Equipment for Supply. The Customer shall ensure Integra is granted all reasonable access, including necessary security clearances, for the purposes of complying with this clause.

5.3. Early Installation

If Integra requests permission to install the Equipment for Supply prior to the Installation Date, the Customer shall use its best endeavours to prepare the Site and do all other things necessary to comply with the request and to accommodate early installation.

6. TRAINING

The price of the Equipment for Supply does not include a training fee unless specified by Integra in the quotation. Integra may provide additional training in use of Equipment for Supply, if requested by the Customer, subject to payment of an Additional Charge.

7. WARRANTIES – EQUIPMENT FOR SUPPLY

7.1. New Equipment

Integra warrants that the Equipment for Supply is newly manufactured unless otherwise specified.

7.2. Defects

Integra warrants that at the date of supply it believes the Equipment for Supply to be free from defects in materials and workmanship.

7.3. Warranty Period

The Customer may during the Warranty Period notify Integra in writing of any defect or suspected defect in the Equipment for Supply. Integra shall, to the extent necessary, inspect, replace or repair the Equipment for Supply at no Additional Charge and as soon as practicable after receiving notice from the Customer pursuant to this clause.

7.4. Exclusions

Integra shall not be liable under this clause if the defect is the result of:

- a) Improper use or mismanagement by the Customer;
- b) Operation of the Equipment for Supply other than in accordance with the Operating Manuals;
- c) Use of the Equipment for Supply in a manner not reasonably contemplated by Integra;
- d) Modification of the Equipment for Supply not authorised by Integra;
- e) Use of the Equipment for Supply in a manner contrary to law;
- f) Exposure of the Equipment for Supply to unusual physical, environmental or electrical stress;
- g) Reinstallation or moving of the Equipment for Supply by a person other than Integra;

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- h) Use of the Equipment for Supply by a person other than the Customer;
- i) The Customer's failure to comply with obligations to Integra;
- j) The Customer's failure or refusal to instigate engineering changes or enhancements recommended by Integra; or
- k) The serial number being removed or defaced.

7.5. Excluded Equipment

Integra shall have no obligation under this clause in respect of Equipment for Supply designated in the Application Form as being excluded from warranty coverage.

7.6. Charges

If the Customer provides notice of a defect or suspected defect pursuant to this clause and any subsequent inspection by Integra reveals no further obligation on Integra, the direct and indirect costs and expenses associated with such inspection shall be borne by the Customer.

8. TECHNICAL SUPPORT

8.1. Where Provided

Integra shall provide Technical Support Services on-site or off-site, according to Integra's opinion as to the most practicable means of providing the relevant Services for an Additional Charge unless otherwise specified in Integra's quotation.

8.2. Timing

Upon receipt of a request for Technical Support Services, Integra shall use reasonable endeavours to provide a Technical Support engineer in person or by telephone as soon as reasonably practicable.

8.3. Notice

Integra will not be liable to provide Technical Support Services to remedy a defect in the Equipment for Supply if it has not received a written request from the Customer to provide the same within two days after the defect was discovered or ought reasonably to have been discovered by the Customer (whichever is the earlier).

9. HAZARDOUS CONDITIONS

9.1. Customer Duties

The Customer shall take all reasonable measures to anticipate and avoid the creation of hazardous conditions which may jeopardise the safety of any personnel responsible for providing the Technical Support Services.

9.2. Changes

In addition, the Customer shall, if reasonably requested by Integra, instigate such engineering changes or take such other measures as may be necessary to remove hazardous conditions detected by either party.

9.3. Integra's Rights

In the event of a hazardous condition detected by either party, Integra may stop providing Technical Support Services until that condition has been rectified.

10. ACCESS

10.1. Customer Duties

The Customer shall ensure Integra's personnel have full and safe access at all reasonable times for the purpose of providing Technical Support Services. The Customer shall also ensure that such access complies with any specifications issued by Integra from time to time.

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10.2. Areas

That access shall extend to:

- a) Storage areas;
- b) Such areas as are reasonably required by Integra to provide the Technical Support Services; and
- c) Suitable vehicle parking areas for Integra's personnel.

10.3. Facilities

Those areas include, without limitation, unhampered working facilities, adequate light, heat and ventilation and a suitable electric outlet for testing purposes.

10.4. Escort

If reasonably requested by Integra, the Customer must provide a suitably qualified or informed representative to accompany Integra's personnel and to provide such advice or assistance as may be necessary for Integra to effectively perform the Technical Support Services.

11. CUSTOMER RECORDS

11.1. Records

The Customer shall keep such records relating to the use and performance of the Equipment for Supply as may be directed by Integra from time to time.

11.2. Access

The Customer shall permit Integra to have access to such records at all reasonable times including, without limitation, all periods during which the Technical Support Services are being performed or during which preparations are being made for the Technical Support Services to be performed.

12. TECHNICAL SUPPORT CHARGES

12.1. Travel Allowance

If the Site is located at a distance in excess of fifty kilometres from Integra's service centre, Integra may make an Additional Charge in respect of the Technical Support Services for the time and travelling expenses of personnel beyond that distance.

13. TITLE

13.1. Reservation of Title

Title in the Equipment for Supply will pass to the Customer upon full payment of the price, any Additional Charges and any interest due to Integra in respect of the supply of the Equipment for Supply.

14. RISK

14.1. Passing of Risk

Integra may make changes to these terms and conditions from time to time by altering the version available on the Integra Website.

14.2. Safekeeping

Between the delivery of the Equipment for Supply to the Site and the passing of title, the Customer shall insure the Equipment for Supply with a reputable insurance company in favour of Integra in an amount equal to its replacement cost against all risks of loss or damage due to any cause.

15. INTELLECTUAL PROPERTY RIGHTS

15.1. Customer Duties

The Customer shall:

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- a) Notify Integra in writing as soon as practicable of any infringement, suspected infringement or alleged infringement of any third party rights;
- b) Give Integra the option to conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;
- c) Provide Integra with reasonable assistance in conducting the defence of such a claim;
- d) Permit Integra to modify, alter or substitute the infringing part of the Equipment for Supply at its own expense in order to avoid continuing infringement; and
- e) Authorise Integra to procure for the Customer the authority to continue the use and possession of the infringing Equipment for Supply.

15.2. Prohibitions

The Customer shall not:

- a) Use the Equipment for Supply in combination by any means or in any form with other goods not specifically approved by Integra;
- b) Use the Equipment for Supply in a manner or for a purpose not reasonably contemplated or not authorised by Integra;
- c) Modify or alter the Equipment for Supply without the prior written consent of Integra; or
- d) Enter into any transaction relating to the Equipment for Supply without Integra's prior consent in writing.

15.3. Defence

In the event that proceedings are brought or threatened by a third party against the Customer alleging that the Customer's use of the Equipment for Supply constitutes an infringement of Intellectual Property Rights, Integra may at its option and at its own expense conduct the defence of such proceedings. The Customer shall provide all necessary co-operation, information and assistance to Integra in the conduct of the defence of such proceedings.

15.4. Indemnity

The Customer shall indemnify Integra against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging such infringement if:

- a) The claim arises from an event specified in Clause 15.2 of this Schedule; or
- b) The ability of Integra to defend the claim has been prejudiced by the failure of the Customer to comply with any requirements of Clauses 15.1 or 15.3 of this Schedule.

16. SUBCONTRACTORS

16.1. Subcontracting Permitted

Integra may subcontract for the performance of its obligations.

16.2. Use of Individuals

Integra may, without the consent of the Customer, engage individuals on a subcontract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of Services to the Customer.

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SCHEDULE B – RENTAL OF EQUIPMENT FOR SUPPLY

1. OWNERSHIP AND INTEREST

1.1. Title

The title to any Equipment for Supply, whether original, repaired or replaced, will vest in or remain with Integra until paid for in full. You only have a right of use until then. Any replacement part or addition is part of the Equipment for Supply and becomes our property. In addition:

- a) You must protect our interest in the Goods (including making it clear to others that we own them) and tell us if any person makes a claim which is inconsistent with our rights and interest in the Goods. You must not place, or allow to be placed on the Goods any plates or marks inconsistent with our ownership.
- b) You bear all risk of loss in connection with the installation, possession, use, storage, maintenance and repair of the Goods (including claims of injury).
- c) You must not part with possession of the Goods, assign or dispose of your rights under this agreement, or grant or allow the existence of any security or other interest over the Goods or this agreement.
- d) We may transfer or give any person any security or other interest in the Goods and/or this agreement without your consent.

2. LOCATION, USE AND MAINTENANCE

2.1. Location of Equipment for Supply

You must not change your business or postal address or the place where the Goods are used or ordinarily kept without advising us in writing. We may enter any place where the Equipment for Supply is located so as to inspect and test it, to find out whether you are complying with this agreement, or to exercise our rights under this agreement. If you do not return the Equipment for Supply when you are required to do so, we may enter the place where the Goods are kept and take possession of them without notice to you. If the Goods are not kept on your own premises, you must get all necessary consents from the owner, occupier or mortgagee of the premises for us to take these steps.

2.2. Use of Equipment for Supply

You must use the Goods only in your business operations and for the purpose for which they are designed; and

- a) You must ensure that the Goods are only used in accordance with the supplier's specifications, in compliance with all laws that apply to them or their use, and by suitably qualified operators. You must ensure that the Goods are serviced and maintained in accordance with the supplier's specifications, and our or the insurer's requirements. You must do all things necessary to maintain the supplier's warranties, take proper care of the Goods and keep them in good working order and in good repair (fair wear and tear excepted).
- b) You must keep detailed maintenance records; log books and such other records as are customarily maintained for the Goods and give us a copy of them if we ask.

3. LOSS OR DAMAGE

3.1. Costs

You must, at your cost, protect the Equipment for Supply from loss or damage.

3.2. Impractical Repair

If any of the Goods are stolen, lost, destroyed, damaged or impaired to such an extent that we or the insurer decides that repair is impractical or uneconomic, you must immediately notify us and pay us on the next payment date or, if earlier, within 28 days after any of those things happen, the Termination Value of the

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affected Goods on that date plus the Present Residual Value of the affected Goods (less any money we have received from the insurer or any other person because those things happened). This amount is payable in addition to any other amounts due but unpaid or payable on that date.

3.3. Amounts Payable by Your Insurer

We are entitled to receive all amounts which are payable by the insurer or any other person to you. If we receive such amounts after you have paid us an amount under clause 3.2, we will refund to you, up to the amount you paid us, the amount we receive less all money then payable by you to us.

4. RENT INSTALMENTS, COSTS, TAXES, ETC.

You must pay each Rent instalment to us without any set-off or deduction on or before the due date as stated on the invoice by Direct Debit (or such other means as we may accept). Rent instalments and any fees paid under this agreement are not refundable; and

- a) If you obtain the goods on a date prior to the commencement of the Term of supply of Services, you must comply with your obligations under this agreement from that date.
- b) You must pay us when we ask, our reasonable costs (excluding costs for which we obtain an input tax credit for the amount of GST paid by us) in connection fees, taxes and charges (including any interest, penalties, fines, expenses) payable in relation to our purchase of the Goods, this agreement, any security, and any payment, receipt or other transaction arising out of our purchase of the Goods or this agreement.
- c) If GST has application to any supply made under or in connection with this agreement, we may recover from you an additional amount on account of GST, calculated by multiplying the amount or consideration payable for the supply by the prevailing GST rate, and you must pay such amounts on demand.
- d) If we are unable to obtain a full input tax credit for an amount paid on account of GST by us to another person in connection with a supply made by another person to us in respect of this agreement or matters arising under this agreement, you agree to pay us an amount equal to the input tax credit we are not entitled to.
- e) You must not withhold any payment under this agreement or make a deduction (including for taxes) from it for any reason including because the Goods are damaged, do not operate efficiently or at all, do not conform to specifications, are not in your possession, are not or not properly maintained; or because you claim to have a setoff, counterclaim or other right against us or another person.

5. INDEMNITIES

You indemnify us against liability, loss and costs (including on account of funds borrowed, contracted for or used to fund any amount payable by us in connection with our purchase of the Goods or this agreement and consequential or economic loss) we suffer or incur in connection with:

- a) Integra's exercise of a right under this agreement, or you or any person who gives a security not doing what you or that person should have done under this agreement or the security;
- b) Any loss, damage to, or destruction of the Goods (however caused), Integra's ownership of the Goods (including registering or notifying any person of our interest as owner), or our seizure or storage of the goods;
- c) Any claim made against us by any party in relation to this agreement, the Goods or their operation, including claims in relation to a person being injured or killed, property being damaged directly or indirectly by the Goods or their use, patent, trademark or copyright infringement, strict liability, fault, defect or inadequacy in the Goods;
- d) This agreement terminating in relation to some or all of the Goods before the date specified as the end of the Term in the Rental agreement schedule, in which event our loss may include "break costs" which is an amount equal to our reasonable estimate of loss arising as a result of such termination, calculated by reference to the lesser amounts which we would receive if the implicit interest rate (which is the rate at which we would offer to enter into a new rental

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- agreement with a customer of credit standing equivalent to you at that time, relating to goods of the same description with a value equal to the termination value, for a term equal to the unexpired term of this agreement) is lower than the rental rate, or by reference to any costs which we incur, including because we in turn terminate arrangements we have made with others to fund (or to maintain our funding of) our purchase of the goods, or by any other method we determine is more appropriate to give you our reasonable estimate of our break costs; and
- e) Any liability, loss or deduction we may incur under the Tax Act because you use the goods for a purpose other than that in clause 2.2 of this schedule.

6. INSURANCE

6.1. New Equipment

From the date you obtain the Goods until you return them to us, you must maintain insurance against:

- a) Loss or damage to the Goods caused by fire, theft, accident or the other usual risks against which a prudent owner would insure goods of their kind or type for no less than the greater of the then market value or the replacement cost of the Goods;
- b) Public and other liability for bodily injury or damage to property in relation to the Goods for no less than the amount notified by us; and
- c) Any other risk we require to protect our interest in the Goods

6.2. Each insurance policy must note our interest as owner of the Goods, be on terms and for an amount satisfactory to us, and be with an insurer approved by us. You must give us a certified copy of each policy if we ask.

6.3. You must ensure that the insurance cover is not reduced or cancelled or varied in any material respect, and that nothing happens that could permit an insurer to decline a claim or refuse to meet a claim in part or in full. You must notify us if any of these things occur or if an insurance claim is refused in part or in full.

6.4. If we notify you, we may take over your rights to make, pursue or settle an insurance claim, and you must comply with our directions. You must not enforce, conduct, settle or compromise claims under this agreement.

7. YOUR OTHER DUTIES AND OBLIGATIONS

7.1. If we ask, you must give us any information or document relating to the Goods, this agreement, or your financial affairs, including financial statements.

7.2. You must ensure that:

- a) You pay on time any amount due under this agreement and any other agreement with us;
- b) You do not become insolvent;
- c) You or any person who gives a security is not in default, and you and those other persons give us correct and not misleading information;
- d) You do not sell or otherwise dispose of all or a major part of your undertaking or assets; and
- e) Your financial position does not deteriorate so that in our opinion your ability to meet your obligations under this agreement or any other agreement with us is materially adversely affected.

8. END OF TERM

8.1. If you want to return the Goods to us on the date specified as the end of the Term in the Rental agreement schedule, you must notify us in writing at least 30 days before that date. If you do not so notify us, then you must continue to rent the goods in accordance with clause 8.2 of this schedule. If you do notify us and are to return the goods, you must, on the date at the end of the Term which the goods are

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to be returned (or if that is not a business day, on the immediately preceding business day):

- a) Return the Goods to us in good working order and good repair (fair wear and tear excepted) to a place we nominate;
- b) Give us any certificates of insurance, instruction and service manuals and other documents relating to the Goods; and
- c) Pay us any amount payable under this agreement.

8.2. If you do not notify us as required under clause 8.1 of this schedule that you want to return the Goods:

- a) You must continue paying rent instalments (on a monthly basis) as if the date specified as the end of Term in the Rental agreement schedule had not occurred and this agreement had not ended ("holding over period");
- b) The terms of this agreement continue to apply during the holding over period, and references to the date which is the end of the Term are to be references to the last day of the holding over period; and
- c) We can give notice to you at any time, to return the goods, in which event you must return the Goods to us on the next payment date and at that time comply with clauses 8.1(a) to (c) of this schedule.

9. REPUDIATION

9.1. The fundamental provisions of this agreement are that you must:

- a) Pay all money due on time and as required by this agreement; and
- b) Ensure all representations and warranties you make under this agreement are true and correct.

9.2. You will repudiate this agreement, and we may terminate it by notice to you or by taking or attempting to take possession of the goods without notice to you, if:

- a) You do not comply with the fundamental provisions of this agreement, or your conduct indicates that you no longer intend to be bound by this agreement;
- b) We believe you or a person who provides a security has acted fraudulently in connection with this agreement, any security, any other agreement with us, or any document we use to assess your credit worthiness;
- c) You have repudiated any other agreement with us; or
- d) Any of your present or future monetary obligations to us is not satisfied on time or becomes prematurely payable.

9.3. If we give you this notice of termination, you must immediately:

- a) Return the Goods to us in good working order and in good repair (fair wear and tear excepted) to a place we nominate;
- b) Give us any instruction manuals and other documents relating to the Goods;
- c) Pay us the Termination Value for the Goods calculated as at the day we notify, as liquidated damages for our loss of bargain;
- d) Remain liable for additional amounts you may owe us under this agreement; and
- e) Pay us all other amounts payable by you under this agreement.

9.4. We may take possession of the Goods without terminating this agreement if you repudiate it, in which event your obligations under this agreement will continue as if the Goods remained in your possession, and we will not be taken to have accepted your repudiation (although we reserve the right to do so). We will be obliged to redeliver the Goods to you only if you have paid all Costs incurred by us in exercising our rights under this clause. Notwithstanding the foregoing, we may terminate this agreement by notice to you after taking possession of the Goods.

9.5. We may in our absolute discretion regard any breach by you under this agreement as a breach of any other agreement you have with us.

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10. AFTER GOODS ARE RETURNED OR REPOSSESSED

10.1. After any Goods are returned to or repossessed by us, we may deal with those Goods in our absolute discretion including selling or re-renting the Goods.

10.2. If the Goods are returned or repossessed under clause 9 of this schedule, we must give you credit for the increased value of the Goods returned to us as compared to the value of the Goods which would have been returned to us at the end of the term of this agreement up to the Termination Value (less all costs we incur in selling or re-renting, and all amounts you owe under this agreement).

11. WHAT YOU ACKNOWLEDGE

11.1. You acknowledge that:

- a) You have not relied on our skill or judgment in deciding to enter into this agreement;
- b) You are not a strata corporation within the meaning of any consumer credit legislation;
- c) You have no connection with the supplier of the Goods;
- d) No option, promise, undertaking or representation has been given or made to you that you may purchase the Goods at any time;
- e) We have not made any representation or statements as to the accounting, legal or taxation treatment of this agreement, and you have obtained your own advice in respect of such matters; and
- f) We are not liable to you for any loss you suffer as a result of any payments under this agreement not being deductible under the Tax Act, or for any taxes, charges or imposts imposed on you as a result of your entering into this agreement.

11.2. You acknowledge that:

- a) Subject to clause 11.3(a) of this schedule, you alone are responsible for examining the Goods before accepting them and for satisfying yourself about them, including compliance with their description, their condition, suitability and fitness for your purposes, the validity of any supplier warranties, and that there is no breach of any patent, copyright or other intellectual property;
- b) Unless stated otherwise in the schedule, the goods are new; and
- c) Subject to clause 11.3(c) of this schedule, we will not be liable to you or any other person for any loss or damage suffered in connection with any faults, defects or inadequacies in the Goods.

11.3. You acknowledge that:

- a) We have not made any representation, warranty or undertaking about the condition or quality of the Goods, their suitability or fitness for purpose or their safety, except those implied by legislation (including the Competition and Consumer Act 2010 (Cth)) to the extent such legislation applies and cannot be excluded;
- b) To the full extent permitted by law, we are not liable for any injury to any person or loss or damage to property arising from possession, operation or use of the Goods (including any injury, loss or damage arising from our negligence); and
- c) Whether or not the Competition and Consumer Act or any law to a similar effect applies, our liability for anything in relation to the Goods, their use, or their installation, including damage or economic loss to anyone, is limited as much as it can be, and our liability is limited in our discretion to either replacing the Goods with the same or equivalent goods, or paying the cost of such a replacement, or repairing the Goods or paying for their repair.
- d) You declare that all the information you have given us is accurate and not misleading and that you are aware that we are relying on it.

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11.4. Your acknowledgments take effect as representations and warranties to us. You acknowledge that we rely on them to enter into this agreement.

12. EXERCISE OF RIGHTS AND POWER OF ATTORNEY

12.1. Integra may in its own right or as your attorney under clause 12.2 of this schedule:

- a) Do anything which should have been done by you under this agreement but which we consider you have not done properly;
- b) Complete or correct any details in the Rental agreement schedule or any other document which is connected to this document (including a direct debit authority), or make any amendment to such documents to accurately reflect or give effect to the terms of this agreement; and
- c) Sue for and recover any claims for loss or damage in relation to the Goods under any insurance or otherwise, compromise any such claim in your name and/or ours, and give effectual releases and receipts in respect of any such claim.

12.2. Our rights and remedies under this agreement may be exercised by any of our directors or any of our employees whose job title includes the word "manager" or "legal" or "lawyer", or any other person we authorise as your attorneys, with the power to do anything which we consider to be desirable to give effect to this agreement, including the things referred to in clause 12.1 of this schedule; and you indemnify each such attorney against any loss, damage, costs or claim incurred or made and arising out of acting as your attorney.

12.3. We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. We are not liable for any loss or damage caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by our negligence. Our rights and remedies under this agreement are in addition to any other rights or remedies given by law independently of this agreement.

12.4. Any termination of this agreement does not affect any right or remedy we have for amounts due to us which are unpaid.

13. YIELD PROTECTION AND TRUSTEE PROVISIONS

13.1. You acknowledge that each Rent instalment payable in connection with this agreement has been calculated on the basis that this agreement will not terminate before the end of the Term and that we will be entitled to claim a deduction for depreciation in respect of the Goods under the Tax Act. You must take all steps necessary to ensure that we are able to claim the deduction for depreciation in respect of the Goods.

13.2. You indemnify us against any loss (including any reduction in our overall effective rate of return, any taxes or penalties) if for any reason (other than our fault):

- a) We are not entitled to the whole or any part of the deduction for the depreciation of the Goods;
- b) The annual depreciation percentage for the Goods is varied from the annual depreciation percentage for the Goods on which we base our calculation of the rent instalments;
- c) The method of calculating the depreciation of the Goods is varied from the method which we use for calculating the depreciation of the Goods; or
- d) Any capital gains tax, GST or duty is or becomes payable by us in respect of this agreement or the Goods; or
- e) This agreement terminates before the date specified in the Rental agreement schedule as the end of the Term.

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We can require you to satisfy this indemnity by increasing the rent instalments payable under this agreement upon giving you notice to that effect.

13.3. Where it is agreed that the rent instalments are calculated on movements in market interest rates, then we may in our sole discretion and from time to time vary the rent instalments by notice in writing to you so that we continue to receive, at all times, the agreed margin over the indicative market interest rate which we and you agree would apply in this agreement.

13.4. If you are the trustee of a trust or settlement, unless we have agreed in writing to the contrary, you make the following declarations as trustee of that trust or settlement:

- a) This agreement is for the benefit of the trust;
- b) You are the sole trustee of the trust;
- c) You have authority to enter into this agreement;
- d) You have the right to be fully indemnified out of trust assets for obligations incurred under this agreement; and
- e) You enter into this agreement on your own behalf and in your capacity as trustee of that trust.
- f) You agree to ensure that nothing happens that would prevent you truthfully repeating these declarations (unless we consent to that happening).

14. GENERAL

14.1. We may set off any money we owe you against any money you owe us under this agreement or any other agreement or otherwise.

14.2. You must perform your obligations under this agreement within the time specified; or if no time is specified, they must be performed promptly.

14.3. The indemnities in this agreement are continuing obligations, independent of your other obligations under this agreement. They continue even after this agreement ends. It is not necessary for us to incur expense or make payment before enforcing a right of indemnity under this agreement.

14.4. No provision of this agreement can be waived or varied except in writing signed by the party or parties to be bound.

14.5. If a date for payment of money under this agreement is not a business day, the money must be paid on the preceding business day.

14.6. Any law that varies your obligations under this agreement is excluded to the extent allowed by law if it affects our rights or remedies adversely.

14.7. If we reasonably believe that you are or may be in breach of this agreement, we may appoint a person to investigate this. You must co-operate with and comply with every reasonable request made by this person. If you are or were in breach of this agreement during the investigation, you must pay to us all Costs in connection with the investigation.

14.8. You agree to our giving, or receiving out of money paid or payable by you under this agreement, fees or other monetary or other remuneration (which may be calculated by taking into account volume and/or value under this agreement) to or from any broker, agent, dealer, financier or other person who introduces you to us or us to you or to whom we introduce you.

14.9. We may enter into this agreement as principal or as agent for a credit provider in relation to the rental of the Goods to you under the terms and conditions for Rental agreement.

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14.10. You consent to us giving to each guarantor a copy of the Rental agreement (whether signed or unsigned), and a copy of any notice sent to you under the Rental agreement.

14.11. You acknowledge that any security given by you in favour of us will also secure your obligations under the Rental agreement.

15. SOFTWARE

If any software has been funded or acquired by us in connection with this agreement, then:

- a) You hold the benefit of any licence or user rights in relation to the software in trust for us;
- b) You may enjoy the benefit of the licence or user rights during the Term;
- c) We make no representation or warranty about the software or the terms or existence of any software licence;
- d) You cannot refuse to pay any Rent instalment or make any other claim on us should the software be defective or unsuitable; and
- e) You must return the software to us with the Goods at the expiration or early termination of this agreement.

16. RENTAL AGREEMENT GUARANTEE

16.1. The Guarantor unconditionally and irrevocably guarantees the Renter will pay all amounts payable by the Renter to us and the due and punctual performance by the renter of all obligations under the Rental agreement.

16.2. The Guarantor unconditionally and irrevocably indemnifies us against any liability or loss we suffer or Costs we incur in connection with the whole or any part of the amounts guaranteed by the Guarantor not being recoverable under clause 16.1 of this schedule from the Guarantor for any reason, including because of any legal limitation, disability or incapacity affecting the Renter, or any other fact or circumstance. This indemnity applies irrespective of whether the transactions relating to the amounts guaranteed or any of them are void, voidable, avoided, released, disclaimed or whether or not any of the matters referred to in this clause were or ought to have been within our knowledge. The Guarantor as principal renter agrees to pay us on demand a sum equal to the liability, loss or costs described in this clause.

16.3. Rights given to us under this Guarantee, and the Guarantor's liabilities under it, are not affected by any act or omission by us or by anything else that might otherwise affect them under law or otherwise, including:

- a) The granting of time, other indulgence or concession to the Renter;
- b) Any compounding, compromise, settlement, avoidance, disclaimer, release, abandonment, waiver, variation, relinquishment, renewal, assignment or novation of any of our rights against the Renter or by any neglect or omission to enforce such rights; or
- c) The death, mental or physical disability or insolvency of any person, including, the Guarantor.

16.4. The Guarantor waives all legal, equitable, statutory or other rights as surety.

16.5. The obligations of the Guarantor under this guarantee are continuing obligations and continue even after the payment of all or part of the amounts guaranteed. If the Guarantor is an individual, this guarantee will not be revoked by the Guarantor's death.

16.6. If the Renter becomes Insolvent, the Guarantor may not prove in the estate or winding up of the Renter in competition with us. The Guarantor authorises us to prove for all moneys which the Guarantor has paid under this guarantee and to

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appropriate any moneys received until we have received all amounts payable to us in respect of the indebtedness of the Renter to us.

16.7. This guarantee is governed by the law of Queensland, and the Guarantor submits to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them.

16.8. We may assign or otherwise deal with our rights under this guarantee in any way we see fit and without the consent of any person, including the Guarantor or the renter. The Guarantor may not assign or otherwise deal with his/her rights under this guarantee, or allow any interest in them to arise or be varied without our consent.

16.9. We may enter into this Guarantee as principal or agent. If we enter into this Guarantee as agent, a reference to us in the Guarantee is a reference to us as agent for the principal, and every obligation of the Guarantor is for the benefit of us in our capacity as agent of the principal and for the principal directly.

16.10. Any present or future moratorium or legislation which operates to vary the obligations of the Guarantor under this Guarantee is excluded except to the extent such exclusion is prohibited or ineffective under law.

16.11. This Guarantee binds each person who executes the Guarantee despite the fact that one or more of the Guarantors may not have executed the Guarantee.

16.12. If the Guarantor is a corporate trustee, it enters into this guarantee on its own behalf and as trustee of the relevant trust.

16.13. The Guarantor must notify us in writing if the Guarantor changes address.

16.14. The Guarantor acknowledges that any security given by the Guarantor in favour of us will also secure the Guarantor's obligations under the Rental agreement.

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SCHEDULE C – IP NETWORK, BROADBAND, FAX AND SMS SERVICES

1. PROVISION OF IP NETWORK, BROADBAND, FAX AND SMS SERVICE

1.1. Provision of Services

Integra shall provide the Customer with the IP Network, Broadband, Fax and SMS Service by such means and using such service provider/s as Integra chooses from time to time.

1.2. Availability

Integra shall use reasonable endeavours to provide the IP Network, Broadband, Fax and SMS Service on a continuous basis during the Term and any renewed Term or continuing period during which the Customer uses the IP Network, Broadband, Fax and SMS Service with Integra's consent. Integra will inform the Customer if the IP Network, Broadband, Fax and SMS Service are unavailable for access by the Customer due to maintenance.

1.3. Log-in details

Integra shall provide the Customer with all identification and log-in information required for connection to the IP Network, Broadband, Fax and SMS Service.

1.4. Data

Integra may, at its discretion, retain and assess any data or information concerning the Customer's use of the IP Network, Broadband, Fax and SMS Service.

2. ACCESS TO IP NETWORK, BROADBAND, FAX AND SMS SERVICE

2.1. Equipment

Save as stated on the Application Form, the Customer agrees to provide for itself the modem, computer, hardware, software and all other equipment required to access the IP Network, Broadband, Fax and SMS Service.

2.2. Assignment

The rights and obligations of the Customer shall not be assigned, sold, delegated, alienated, transferred or otherwise disposed of in any way by the Customer.

2.3. Disclosure

The Customer agrees not to disclose to any other person, corporation, entity or organisation any identification or log-in information, whether in use or not, nor any other confidential information relating to the IP Network, Broadband, Fax or SMS Service or Integra.

2.4. Fees

The Customer is liable for all fees resulting from use of the IP Network, Broadband, Fax or SMS Service accessed through the Customer's identification or log-in information, whether authorised by the Customer or not. Disclosure or loss of identification or log-in information that results in the incurring of fees or misuse of the IP Network, Broadband, Fax or SMS Service is the Customer's responsibility; and any such occurrence must be immediately communicated to Integra in writing. A bill presented by Integra shall be deemed to be correct and prima facie evidence of all connection, access, usage and other fees contained therein.

2.5. Termination

Integra will erase the Customer's identification or log-in information within 7 days of the termination of this agreement or after a written request to do so from the Customer.

3. USE OF IP NETWORK, BROADBAND, FAX AND SMS SERVICE

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3.1. Use

The Customer agrees to ensure that all persons using the IP Network, Broadband, Fax or SMS Service comply with all directions pertaining to access and use of the IP granted to the Customer by Integra, including, but not limited to, the Fair Use Policy.

3.2. Software

The Customer warrants that in accessing and using the IP Network, Broadband, Fax or SMS Service it will only use software that it is legally entitled to use and that such use will not be a breach of copyright.

3.3. Content

The Customer acknowledges that Integra does not and cannot in any way supervise, edit or control the content and form of any information or data accessed through the IP Network, Broadband, Fax or SMS Service. Integra shall not be held responsible for any content or information accessed via the IP Network, Broadband, Fax or SMS Service.

3.4. Disclaimer

Integra disclaims all or any liability for any material on the Internet that the Customer finds offensive, upsetting, defamatory, or in any way unsuitable for persons under the age of eighteen years.

3.5. Other Users

The Customer will not act on or through the IP Network, Broadband, Fax or SMS Service so as to interfere with or disrupt any third parties, IP Network, Broadband, Fax or SMS Service providers, their computers, software or hardware. Such actions include, but are not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, using the IP Network, Broadband, Fax or SMS Service to make an unauthorised access of any other computer accessible via the IP Network, Broadband Service, sending harassing, obscene, indecent, offensive or threatening electronic mail, forgery (or attempted forgery) of electronic mail messages and the placement, transmission or storage of any defamatory material on the Internet.

3.6. Spam

The Customer agrees to comply with the requirements of the *Spam Act 2003* (Cth) and to refrain from the bulk transmission of messages unless permitted by law. The Customer agrees to refrain from the bulk transmission of unsolicited electronic mail.

3.7. Illegal Use

The Customer will not access, nor permit any other party to access, the IP Network, Broadband, Fax or SMS Service for any purpose or activity of an illegal, fraudulent or defamatory nature.

3.8. Intellectual Property

The Customer will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the IP Network, Broadband, Fax or SMS Service that would be an infringement of any copyright, patent, trademark, design or other intellectual property right.

3.9. Backups

The Customer will prepare and maintain sufficient backup files and data storage capacity for the Customer's data including electronic messages.

3.10. Training

Integra has no responsibility to provide training in the use of the IP Network, Broadband, Fax or SMS Service.

4. WITHDRAWAL OF ACCESS

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4.1. Default

Integra reserves the right to immediately, and without notice to the Customer, withdraw the Customer's access to the IP Network, Broadband, Fax or SMS Service if:

- a. The Customer fails to pay any fees or other moneys due to Integra including without limitation, any fees relevant to the connection, administration or usage of the IP Network, Broadband, Fax or SMS Service by the Customer;
- b. The agreement between Integra and the Customer is terminated for any reason; or
- c. The Customer misuses the IP Network, Broadband, Fax or SMS Service or fails to comply with the Customer's obligations as to the use and access of the IP Network, Broadband, Fax or SMS Service.

5. NETWORKS AND COVERAGE

Your mobile phone service is provided using the Optus, Telstra and Vodafone networks; and your ADSL services are provided by Optus, Telstra, TPG, AAPT and Pipe Networks.

We are responsible for the service that we are providing to you; and we will be there to help in case you have any feedback or wish to complain.

To learn more about the coverage that your mobile network offers, please refer to the coverage map(s) below. Please note that actual coverage depends on numerous factors, including local geographic and structural/building conditions. Therefore, we recommend, if possible, to test coverage at your specific location, e.g. using the mobile of a friend who already uses the network.

Vodafone

<http://www.vodafone.com.au/aboutvodafone/network/checker>

<http://www.mobilemaps.net.au/mobile/maps/mcm/3G.html>

Optus

<http://www.optus.com.au/aboutoptus/About+Optus/Network+Coverage/Optus+Network+Coverage+Maps/>

Telstra

<http://www.telstra.com.au/mobile-phones/coverage-networks/our-coverage/>

STANDARD FORM OF AGREEMENT

GLOSSARY OF TERMS AND RULES FOR INTERPRETATION

Glossary

In these terms and conditions:

- "ACMA" means the Australian Communications and Media Authority.
- "Additional Charge" means a charge in accordance with Integra's standard rates in effect from time to time.
- "Administrator" means a liquidator, provisional liquidator, administrator of a company or deed of arrangement, or receiver and/or manager of an Eligible Company.
- "Application Form" means the Application for Services completed by the Customer or by Integra on behalf of the Customer.
- "Billing Period" means the period chosen by Integra for calculating your monthly Charges from time to time.
- "Broadband" means the Broadband Service being a fast permanent broadband Internet connection using your telephone line or a specially installed digital network line or wireless fast broadband Internet connection using a mobile card and incidental data storage more fully described on the relevant Tariff Sheet. You can use your telephone line at the same time as the Internet.
- "Business Hours" are 9am to 5pm Monday to Friday Australian Eastern Standard Time, excluding Public Holidays.
- "Carrier" means the operator of a telephone services network.
- "Channel Partner" means an individual or organisation authorised and approved by Integra to sell Equipment for Supply and Services and perform technical support on Equipment for Supply and Services provided by Integra.
- "Charges" means the cost of the Services (whoever the same have been used by) calculated at the rates shown in the relevant Tariff Sheet and Application Form as varied in accordance with these terms and conditions and any GST not included in the quoted price.
- "Complaint Handling Process" means Integra's complaint handling process from time to time as published on its Website.
- "Costs" includes charges and expenses; and costs, charges and expenses in connection with legal and other advisers on a full indemnity basis; and repossession, storage, repair and inspection of the goods.
- "Credit Limit" means a maximum amount determined by Integra and extended to the Customer for purchase of the Services.
- "Customer" means the person named as such in the Application Form, the business entity using the Services from time to time and the person who has signed the Application Form.
- "Direct Debit" is a payment deducted by Integra from your nominated bank account or credit card.
- "Eligible Charges" means the amount that you incur by way of Charges in each month for local calls, long distance calls, calls to mobile telephones, international calls, inbound calls to 1800 or 1300 numbers, and recurring monthly Internet plan Charges.
- "Eligible Company" means a company that is being wound-up, or has a provisional liquidator acting, or is under administration, or has executed a current deed of company arrangement, or it or its property is subject to receivership and/or external management.
- "Equipment for Supply" means the goods, Services and training (if any) more particularly described in the quotation and/or Application Form, which are to be supplied by Integra to the Customer.
- "Fair Use Policy" means Integra's fair use policy from time to time as published on the Integra Website.
- "Goods" means the goods described in the Rental agreement schedule including any accessories supplied with or attached to the goods or any replacement parts or additions to such goods.
- "GST" means any tax in the nature of a consumption tax, a goods and services tax, a value added tax or similar tax including, without limitation, any tax arising under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and associated legislation.
- "Guarantee" means a guarantee in writing from one or more guarantors acceptable to Integra in such form as Integra requires.

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- "Guarantor" means the person or persons named in the Rental agreement schedule as the guarantor, and if there is more than one, means each of them separately and every two or more of them jointly.
- "Including" when introducing an example, does not limit the meaning of the words to which the example relates.
- "Industry Code" means a Telecommunications Industry Code registered by ACMA.
- "Insolvent" means insolvent or insolvent under administration, in receivership, in receivership and management, in liquidation, in provisional liquidation, wound up, administration, subject to any arrangement, assignment or composition or protected from any creditors under any statute or dissolved (other than to carry out a reconstruction while solvent), failure to comply with a statutory demand or otherwise unable to pay debts when they fall due.
- "Installation Date" means the date (if any) specified in the Application Form for the installation of the Equipment for Supply.
- "insolvent" or "insolvency" for a body corporate, means in liquidation, in provisional liquidation, wound up, administration, subject to any arrangement, assignment or composition or protected from any creditors under any statute or dissolved (other than to carry out a reconstruction while solvent), and for an individual, means bankruptcy, any assignment of property, arrangement or composition under bankruptcy legislation.
- "Intellectual Property Rights" means copyright, trade mark, design, patent, semiconductor or circuit layout rights.
- "Internet" means the world wide connection of computer networks providing for the transmittal of electronic mail, on-line information, information retrieval and file transfer protocol.
- "Integra, us, we, our" means Integra Corporation Pty Ltd ABN 64 066 354 443 whose principal place of business is at 133 Leichhardt Street, Spring Hill QLD 4000.
- "Integra's Website" means the website at www.integra-group.com.au.
- "Operating Manuals" means the documentation relevant to instruction in the use of the Equipment for Supply more particularly described in the Application Form.
- "Options" means the customer options described on the relevant Tariff Sheet.
- "Payable" in relation to an amount, means an amount which is currently payable or will or may be payable in the future.
- "Person" includes an individual, a firm, a body corporate, an unincorporated association and an authority.
- "Plan Access Fee" means a fixed minimum monthly fee paid to access a Tariff plan.
- "Present Residual Value" means at the relevant time the residual value discounted at the rental rate.
- "Rental agreement" means the rental agreement between the renter and us formed by a rental agreement schedule and the terms and conditions for rental agreement.
- "Rental rate" means the interest rate implicit in this agreement, as reasonably determined by us.
- "Rent instalment" means the rent instalments specified in the schedule, and comprises rent, and applicable fees, taxes and duties, and without limitation, may include stamp duty and GST.
- "Residual Value" means the value of the Goods (as determined by us in calculating the rent for the Goods), as at the date on which the Goods would be returned to us upon this agreement running its full term.
- "Reward Programs" means the Reward Programs described on the relevant Tariff Sheets.
- "Services" means a telephone Service, Voice over IP telephone service, Broadband service, SMS Service at the charge rates and with the Options described in the relevant Tariff Sheets and any relevant Technical Support and Equipment for Supply.
- "Site" means the location for delivery and installation of the Equipment for Supply as specified in the Application Form.
- "SMS" means text messages sent on the short messaging service.
- "SMS Service" means the SMS Service, being a service that allows you to send SMS messages via your computer more fully described in the relevant Tariff Sheet.
- "Tariff Sheets" means the individual sheets produced by Integra containing brief descriptions of rates and other charges payable and Options available in respect of the various Service packages that it offers to Customers.

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- "Tax Act" means the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 (Cth).
- "Technical Support Services" means telephone or onsite support services.
- "Telecommunications Industry Ombudsman" means the ombudsman established under the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).
- "Term" means the aggregate of any minimum period stated in the Application Form and the unexpired period of any notice under clause 12.2.
- "Termination Value" for any of the Goods on a day, means the present values on that day of the Rent instalments (other than related stamp duty) which are still to fall due and which are attributable to those goods. The present value of an amount on a day is calculated by discounting that amount at the rental rate less 2% per annum.
- "Warranty Period" means the period (if any) specified in the Application Form.
- "We" means the person named as owner in the Rental agreement schedule.
- "You" and "Renter" and derivatives are references to the Customer, and references to "Your Agreement" are references to the agreement between Integra and the Customer.

Rules

In these terms and conditions:

- References to these terms and conditions are references to these terms and conditions and the Schedules.
- References to Clauses and Schedules are references to clauses of, and schedules to, these terms and conditions.
- References to Parties or to a Party shall be a reference to the parties or a party to your agreement and includes references to their or its respective successors, permitted assigns, executors and administrators.
- All covenants, liabilities, obligations and agreements given or entered into by more than one person are given or entered into jointly and by each of them severally.

Precedence

The documents which make up Your Agreement should be read in the following order with any inconsistency interpreted accordingly:

- Application Form
- Tariff Sheet
- Fair Use Policy
- These terms and conditions
- Schedules to these terms and conditions