

**Acceptable Use Policy** or **AUP** means the current version of our Acceptable Use Policy, as published on the Website and updated by us from time to time.

**Agreement** means the agreement between you and us regarding the Services comprising the following documents (as applicable): the Trading Terms, the relevant Service Schedule/s, the Dictionary, the Order/s (including the pricing schedule), the MSPL, any Service Level Guarantees, the AUP, any Statements of Work and any other policies or documents incorporated into the above documents by way of reference.

**Business Day** means any day other than Saturday, Sunday or an official public holiday in the State or Territory in which something must be done.

**Charges** means:

- the amounts you are required to pay for the Services we provide in accordance with an Order (including, if applicable, any delivery or installation charges);
- any amounts you are required to pay for early cancellation or termination of Services (including amounts payable under **clause 6.3** of the Trading Terms);
- any service charges we impose on credit card payments; and
- any other amounts that we are entitled to charge to you under the Agreement,

in each case, which may be rounded up to the nearest cent and are exclusive of GST.

**Cloud and Hosting Services** or **Hosting Services** means any cloud and hosting services specified in an Order (including any attached Statement of Work) and as further described in Service Schedule 4 – Cloud and Hosting Services.

**Customer Content** means any and all content and data of any kind created or stored on the Customer Equipment or Our Equipment, or transmitted or accessed using the Services and includes any software downloaded or used by you that is not provided by us as part of the Services.

**Customer Equipment** means any Equipment, other than Our Equipment, which you use in connection with the Services and includes Purchased Equipment.

**Data Allowance** means the volume of data uploaded and downloaded using the Mobile Services during the relevant billing month.

**Data Services** means any data services specified in an Order and as further described in Service Schedule 3 – Data Services.

**Device** means a device capable of interfacing with the Services or transmitting and receiving communications and any equipment or accessories that are capable of being used with that device by an End User.

**Dictionary** means this document, which is available on the Website.

**Emergency** means a situation that could jeopardise human life or safety, or result in damage to property, unless immediate action is taken.

**End User** means any end user or beneficiary of any Services or other person who accesses the Services, whether authorised by you or not.

**Estimated Traffic Profile** is the estimated total monthly expenditure for Voice Services or Mobile Services call charges (excluding service and equipment and other non-call charges but including text and data charges), specified in the applicable Order.

**Equipment** includes Devices, and other hardware and software.

**External Circumstances Event** means any event or circumstance beyond a party's reasonable control, including fire, flood, explosion, acts or omissions of Providers or other providers of services, accident, war, act of terrorism, embargo, Governmental action, Acts of God and industrial disputes.

**Expected Ready For Service Date** means the date from which we expect to supply the Services, as notified to you. This may be different from the date you requested.

**GST** means goods and services tax payable under applicable Australian law.

**Intellicentre** means any of our data centres including IC1, IC2 and IC4.

**Insolvency Event** means any of the following events (or anything equivalent) occurring in relation to a party: a receiver, manager or administrator is appointed over any of its assets or property; a liquidator is appointed (whether under a creditor's petition, voluntary liquidation or otherwise); a resolution is passed for its winding-up (except for the purpose of amalgamation or reconstruction); it is placed under any other form of insolvency administration; it enters into any composition or arrangement with its creditors; it is insolvent (or is deemed to be under any applicable law); or it ceases to carry on business.

**Liability, Liabilities** and **Liable** means all claims, demands, actions, proceedings, losses, damages, (including loss and damage to property), fines, penalties, costs, expenses (including legal fees on an indemnity basis) and other liabilities, whether arising in contract, tort (including negligence), equity, under statute or on any other legal basis.

**Location** has the meaning in **clause 1.2** of Schedule 4 - Cloud and Hosting Services.

**Logistics Services** means postal, courier and related delivery services provided in connection with the supply and replacement of SIMs and Devices.

**Macquarie Rates** means any specific rates for the Services that are set out in the applicable Order. Macquarie Rates are exclusive of GST unless otherwise specified in the Order.

**Minimum Charges** means, for any Service that has been cancelled, the sum of all fixed one-off or periodic Charges, as specified in the Order and the MSPL, which would have been payable, from the date on which we ceased to provide the Service until the end of the Minimum Period, had we continued to provide that Service.

**Minimum Period** means, for each Service, the period in the applicable:

- Purchase Order or, if none is specified, 12 months; or
- Provisioning Request, or, if none is specified, the longer of: (i) 12 months; or (ii) the longest Minimum Period applicable to the Services currently being obtained by you,

in each case, commencing on the Service Start Date of the applicable Service.

**Mobile Services** means any mobile telecommunications services that specified in an Order and as further described in Service Schedule 2 – Mobile Services.

**MSPL** or **Macquarie Standard Price List** means our current price list which specifies our standard rates for Services, exclusive of GST at <http://mspl.macquarie.net.au/>.

**Numbers** or **Designated Numbers** means (a) the service numbers associated with the Provider account numbers transferred to us, including the account numbers you notify to us before or after our acceptance of an Order; and (b) any new service numbers subsequently introduced to the Order.

**Order** means a Purchase Order or Provisioning Request.

**Our Backbone** means the ATM and IP network we own and/or operate, which we use to provide Services and may include Providers' networks connecting to our network.

**Our Core Network** means our telecommunications network comprised of equipment, wiring and circuits between our core internet routers and switches that we operate and control.

**Our Equipment** means any Equipment, other than Purchased Equipment, which we supply or use in the provision of Services. Our Equipment may be owned by us or a third party (such as a Provider) and may include Rented Equipment.

**Outage** is a period of time that the supply of the Services is interrupted other than an interruption that is less than 1 second in duration.

**Payment Period** means 14 days from the date of the invoice.

**Personnel** means a party's, directors, officers, employees, agents, contractors and other representatives. In our case, this includes any Providers.

**Planned Outage** means a period during which we may interrupt our supply of Services for maintenance, up-grading or other processes, after giving you 5 days notice, and which does not exceed the period of time specified in that notice.

**Premises** means any land, building, structure, vehicle or vessel at which a Service is supplied, or to which we need access so we can supply a Service.

**Provider** means a carrier, service provider, subcontractor, licensor or other supplier that we use in connection with the provision of any Services or Equipment.

**Provisioning Request** means either a signed written order in the form prescribed by us or, an online order submitted by you via our Service Management Tools, in each case in order to add, move or change, or cancel a Service.

**Purchase Order** means a signed written order in the form prescribed by us for the supply of Services.

**Purchased Device** means a Device you purchase from us.

**Purchased Equipment** means any Equipment you purchase from us.

**Regulator** means any relevant Government agency or regulatory authority.

**Rented Equipment** means Our Equipment that we rent to you as part of the Services and includes Equipment provided for managed WAN optimization and rented routers.

**Roaming** means your calls or access to mobile telecommunications services using a network (in or outside Australia) other than our nominated Provider's mobile network.

**Self Service Management Tools** means any services, products or tools we make available that allow you to configure, control, manage, order or monitor any Services, including LAUNCH control panels, management tools, MacquarieView, FleetView and InView.

**Service Level Guarantee** means the document setting out the Service Levels applicable to particular Services, and specifying the rebates (if any) payable if those Service Levels are not achieved and related terms, as modified by us from time to time.

**Service Levels** means the service levels for particular Services which are set out in the applicable Service Level Guarantee and specified in an Order.

**Services** means the Voice Services, Mobile Services, Data Services and/or Cloud and Hosting Services, and any related Equipment, which are specified in an Order, as well as any Service Management Tools that we make available to you.

**Service Schedule** means a schedule to these Trading Terms setting out further terms and conditions applicable to a particular Service.

**Service Start Date** means:

- for a Data Service or Cloud and Hosting Service, the date from which we commence supplying the Service to you;
- for a Voice Service or Mobile Service, the date on which the relevant Provider activates or connects the Number to its network and commences billing us for the Service.

For Services we are already supplying as at the date of the applicable Purchase Order which are not being varied (e.g. under a previous agreement), the Service Start Date is the date on which we signed the Purchase Order.

**SFOA** means the current version of the standard form of agreement for non-preselected business phone service customers of Telstra Corporation Limited ACN 051 775 556 also referred to as 'Our Customer Terms'.

**SIP Services** has the meaning set out in **clause 7** of Schedule 3 - Data Services.

**SIM** means a subscriber identity module or other smartcard.

**Statement of Work** means any statement of work attached to an Order.

**Taxes** means any taxes (including GST but excluding taxes on our income), duty, levy or similar charge imposed in relation to any Services or Charges, whether under Australian or foreign laws, and includes associated interest, fines or other penalties.

**Trading Terms** means our terms applicable to all Services, available on our Website.

**Voice Services** or **Fixed Line Services** means any fixed line voice services (excluding Mobile Services) specified in an Order and as further described in Service Schedule 1 - Voice Services and, for SIP Services, **clause 7** of Service Schedule 3 – Data Services.

**We, us, our, Macquarie Telecom** or **Macquarie** means Macquarie Telecom Pty Limited ACN 082 930 916.

**Website** means our website located at [www.macquarietelecom.com](http://www.macquarietelecom.com).

**You, your** or **Customer** means the person, company or other legal entity identified as the "Customer" in the Purchase Order.