



# Core Terms



**iPrimus**

**Contents**

1. INTRODUCTION ..... 3

2. YOUR CONTRACT AND SERVICES..... 3

3. APPLICATIONS ..... 3

4. TERM OF YOUR CONTRACT ..... 3

5. YOUR OBLIGATIONS ..... 4

6. OUR OBLIGATIONS ..... 4

7. CHARGES ..... 5

8. HOW WE BILL ..... 5

9. WHEN WE BILL ..... 5

10. HOW TO PAY ..... 6

11. DISPUTING A CHARGE..... 6

12. FINANCIAL HARDSHIP..... 6

13. YOUR RESPONSIBILITY FOR YOUR ACCOUNT ..... 6

14. CREDIT LIMITS ..... 6

15. CREDIT CHECKS ..... 6

16. WHERE YOU ACT THROUGH AN AGENT..... 6

17. EQUIPMENT..... 6

18. FAULTS ..... 8

19. CHANGES TO YOUR CONTRACT OR SERVICE ..... 8

20. CHANGES TO CONTENT/ PREMIUM SERVICES ..... 8

21. PERSONAL INFORMATION..... 8

22. NO LIABILITY..... 9

23. CUSTOMER SERVICE GUARANTEE ..... 9

24. NUMBERS..... 9

25. TERMINATING / CANCELLING YOUR CONTRACT ..... 9

26. SUSPENDING OR TERMINATING YOUR CONTRACT..... 10

27. CONSEQUENCES OF TERMINATION OF YOUR CONTRACT ..... 10

28. ASSIGNMENT AND SUB-CONTRACTING ..... 11

29. NOTICE ..... 11

30. GENERAL ..... 12

31. SPECIAL ASSISTANCE ..... 12

32. MEANING OF WORDS..... 13

## **1. INTRODUCTION**

- 1.1. A reference to iPrimus or 'we' or 'us', means Primus Telecommunications Pty Ltd (ABN 69 071 191 396) the company that supplies a telecommunications product to the Customer referred to as 'you' or 'your'.
- 1.2. iPrimus is a wholly owned subsidiary of Vocus Group Limited (ABN 96 084 115 499) of Level 10, 452 Flinders Street, Melbourne, Victoria, 3000.
- 1.3. These Core Terms apply to Contracts made on or after 9 November 2023; and
- 1.4. These Core Terms do not apply to the extent otherwise agreed in writing between iPrimus and a Customer.

## **2. YOUR CONTRACT AND SERVICES**

- 2.1. We supply Services under 'your Contract' which consists of:
  - (a) your Welcome Email;
  - (b) these Core Terms;
  - (c) the CIS relevant to your Service; and
  - (d) the Service Schedule which contains terms relevant to your Service.
- 2.2. Your Contract is a 'standard form of agreement' under section 479 of the Act.
- 2.3. Documents referred to in clauses 2.1(b) to (d) can be found here [iPrimus Contract](#).
- 2.4. We will supply Services using Our System, which may include facilities and/or services of Other Suppliers.
- 2.5. To the extent that there is any inconsistency between the documents listed in clause 2.1, the CIS will apply to the extent of the inconsistency, followed by the Welcome Email, Service Schedule and then the Core Terms.

## **3. APPLICATIONS**

- 3.1. There is a Contract with you if:
  - (a) you make an Application for a Service;
  - (b) we are able to supply you with the Service;
  - (c) you satisfy any credit requirements; and
  - (d) we accept your Application and agree to supply the Service (which may be by way of supplying the Service or notifying you that the Service is ready by way of a Welcome Email).
- 3.2. We are not obliged to accept any Application.

## **4. TERM OF YOUR CONTRACT**

- 4.1. Your Contract for Services is from month-to-month.
- 4.2. If you purchase Sold Equipment, there may be a Hardware Repayment Term that applies to your Contract. If you terminate prior to the end of any Hardware Repayment Term you must pay the remaining amount owing for the Sold Equipment.

## 5. YOUR OBLIGATIONS

- 5.1. You will ensure that all information you give us, in connection with your Application or subsequently, is accurate, correct and true, to the best of your knowledge.
- 5.2. You must not use a Service or Our System other than in accordance with your Contract or otherwise as authorised by us.
- 5.3. You agree to use the Service in accordance with our Acceptable Use Policy.
- 5.4. You must not use the Service to produce material that is in contravention of any Australian State, Territory or Commonwealth law including the Online Safety Act 2021.
- 5.5. You must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information accessed through or received from the Service that would infringe the intellectual property rights of any person.
- 5.6. You must comply with any reasonable directions from us in relation to the Services and these Core Terms.
- 5.7. You will obtain all necessary consents, for example consent of the owner of a premises, in relation to the Service and provide to us timely and safe access to each Site and all relevant Equipment and any reasonable assistance that we may require for the purpose of inspection, maintenance, repair, or removal of Equipment or Services.
- 5.8. You must let us know prior to vacating your premises so that we can disconnect your Service. Please note that you will have to pay for any use of the Service by later occupants or others if you have not informed us about vacating the premises.
- 5.9. You may use a Service which we offer as a residential Service only for personal, domestic or household use or consumption we do not accept liability for the use of your Service in connection with the conduct of a business.
- 5.10. If you choose not to purchase or use Equipment supplied by us, you will ensure that all Equipment meets the standards that are from time to time reasonably specified by us and that all Equipment that you own is in working order.
- 5.11. You must not resupply to another person a Service except to the extent expressly permitted under your Contract or with our written consent.
- 5.12. If you permit another person to use your Service, you are responsible for use of your Service by that person.

## 6. OUR OBLIGATIONS

- 6.1. Non-excludable Consumer rights
  - 6.1.1. Consumers, as defined under various consumer protection Laws, have rights that cannot be excluded. These rights are in addition to, and not instead of, other rights you may have. These rights include, but are in no way limited to, the right to a refund or rebate for significant interruptions to a Service or a right to terminate your Contract for prolonged or repeated interruptions.
- 6.2. Consumer Guarantees
  - 6.2.1. Any Sold Equipment or other goods or services come with non-excludable warranties, including that the goods or services are reasonably fit for their purpose, are not damaged, and match any description or sample.
  - 6.2.2. You are entitled, at your option, to a refund, repair or replacement of the goods, and redelivery or a credit for a service that is subject to a failure.
  - 6.2.3. These warranties are separate from any manufacturer's warranty.

6.3. Manufacturer's and importer's liability

6.3.1. In addition to our statutory warranties and in addition to any manufacturer's warranty, the Competition and Consumer Act 2010 requires the manufacturer or importer to compensate you for any direct loss if goods we supply you are, for example, not reasonably fit for their purpose.

6.3.2. In such a case, you may have the option of seeking compensation from the manufacturer / importer or from us.

**7. CHARGES**

7.1. You must pay Charges by the Due Date.

7.2. Charges for a Service will be set out in your Contract. All charges are inclusive of GST.

7.3. The following administrative Charges may also apply in the following circumstances:

(a) Direct debit declined Charge: If a direct debit transaction is not processed successfully, except where caused by our error or the error of our supplier, a charge associated with the declined transaction may apply;

(b) Late payment Charge: Where you have not successfully made payment within at least 3 days after payment is due and after multiple debit attempts, a Charge may apply and is capped at one Charge per month;

(c) Debt Collection administrative Charge: Where a payment is overdue by more than 28 days and we may refer the debt to our lawyers or a third party, a debt collection administration Charge may apply; and

(d) Connection Charges: You may be charged a connection fee for some of our Services.

7.4. The amount for our administrative Charges can be found in the CIS. In addition, we may Charge you for printed invoices, these charges are set out in your CIS.

7.5. You are responsible for the payment of Charges arising out of the use of a Service, including unusual use or use which is in contravention of our Acceptable Use Policy (providing that we inform you of a method by which you can monitor or control use of your Service or that we notify you of unusual use within a reasonable time of it having occurred).

**8. HOW WE BILL**

8.1. We issue bills in different ways (including, but not limited to, email billing, and online billing) from time to time and for different Services. The particular method by which we issue bills to you is specified in the applicable CIS.

8.2. You may elect a method for billing other than that specified in the applicable CIS by calling us.

**9. WHEN WE BILL**

9.1. Billing for Usage Charges will apply either:

(a) when you first access or use the Service; or

(b) the date we notify you that access to the Service is or will be available – whichever is first.

9.2. If an Other Supplier notifies us late about a Charge to your account, or there is some other reasonable cause why we do not include a Charge in your next bill, we may bill it later, but not more than 160 days after it was incurred.

9.3. Unless otherwise agreed, we will bill you each Billing Period:

- (a) for Fixed Charges, in advance or partly in advance;
- (b) for other Charges as they are incurred; and
- (c) pro rata in some circumstances.

#### **10. HOW TO PAY**

- 10.1. You must pay bills by direct debit unless another method is specified in the CIS. We may impose a reasonable charge for other payment methods, and you will be notified of these charges in the CIS. The charge will be notified to you prior to any payment that you are required to make.

#### **11. DISPUTING A CHARGE**

- 11.1. If you wish to dispute or query a bill please contact us at 131 789.

#### **12. FINANCIAL HARDSHIP**

- 12.1. If you are experiencing financial hardship you may be eligible for financial hardship assistance, please visit our [Hardship Policy](#) for more information.

#### **13. YOUR RESPONSIBILITY FOR YOUR ACCOUNT**

- 13.1. You must take reasonable steps to prevent anyone using your Service without your authority.
- 13.2. You must not authorise or allow anyone to do an act that would breach your Contract if you did it.

#### **14. CREDIT LIMITS**

- 14.1. We may, as part of our credit control procedure, agree to provide you with a Service subject to a specified credit limit.
- 14.2. A credit limit includes unpaid bills plus other Charges accrued (but not late Charges, unless they are unpaid by the Due Date).
- 14.3. You must not exceed your credit limit.

#### **15. CREDIT CHECKS**

- 15.1. You authorise us to conduct credit checks and searches and to use the information obtained to assess your credit worthiness, so long as in doing so we comply with the *Privacy Act 1998 (Cth)*.
- 15.2. If, having conducted a creditworthiness assessment, we reasonably consider that you may not be able to pay Charges when they become due, we may require from you a security bond or a Prepayment.

#### **16. WHERE YOU ACT THROUGH AN AGENT**

- 16.1. This clause applies where you have appointed an agent, or someone contacts us claiming to be your agent.
- 16.2. If someone contacts us claiming to be your agent that person must submit appropriate and legally binding documentation which proves the agency relationship. On receipt of these documents, we may in our sole discretion accept that person as your agent.
- 16.3. Provided we act reasonably and in good faith, you release us from responsibility for anything we do on the basis of the instructions of your agent or someone who claims to be your agent.
- 16.4. We may in our discretion decline to accept that someone is your agent, and you release us from responsibility for so declining.

#### **17. EQUIPMENT**

This clause applies if we provide Equipment to you.

### 17.1. *Broadband & Fetch*

All modems, Fetch set-top boxes, ancillary accessories or other hardware supplied by iPrimus are purchased by you either upfront or by way of a Hardware Repayment Term. The supplied hardware must not be tampered with or modified. The nbn connection box remains the property of nbn co. Postage and handling fees may apply.

### 17.2. *Mobile*

All mobile sim cards supplied by iPrimus are for use in 4G Compatible Mobile Handsets. Mobile sim cards must not be tampered with or modified. Mobile sim cards are not required to be returned at the end of the service relationship. Postage and handling fees may apply. iPrimus does not supply mobile handsets. Postage and handling fees may apply.

### 17.3. *Broadband*

For your internet service you need either a nbn, Opticomm or RedTrain connection box and a compatible modem. When you purchase an internet Service you will receive an iPrimus supplied modem, however you may choose to use your own modem. If you use a third-party modem:

- (a) we do not guarantee the compatibility of your modem; and
- (b) it may result in us providing you with only limited support.

### 17.4. *Home Phone*

For your VoIP service an active internet connection and VoIP compatible handset is required to use this service.

### 17.5. *Fetch*

You will be required to purchase a Fetch set-top box, cabling (HDMI or Composite Cable), a compatible TV that can receive free-to-air television channels and an internet connection.

### 17.6. *Sold Equipment*

Your Contract for Sold Equipment includes the following:

- 17.6.1. Unless otherwise agreed, we will deliver any Sold Equipment to the agreed Site at a mutually agreed time.
- 17.6.2. You must pay us for Sold Equipment in accordance with Hardware Repayment Terms or as otherwise agreed.
- 17.6.3. We will retain ownership of any Sold Equipment until you have made full payment for it. You will be responsible for any Sold Equipment from the time it is delivered to you or to the agreed Site.

### 17.7. *Our Equipment*

- 17.7.1. We retain ownership of all Our Equipment.
- 17.7.2. You must take reasonable care of and are responsible for Our Equipment from the time it is delivered to you until it is returned to us and must compensate us for any harm we suffer if you fail to do so.
- 17.7.3. You must not sell, rent or dispose of Our Equipment or any of its parts and must return it to us upon request.
- 17.7.4. You must not give anyone any legal rights over Our Equipment.

17.7.5. From time to time, we may conduct speed tests of your broadband service via your modem to measure network performance. This will take a short period of time and is not expected to affect service quality.

#### 17.8. *Installation*

17.8.1. Where you request installation or maintenance of Equipment, and we agree to do so, you must give us at least 24 hours' notice where an appointment is cancelled or changed by you, failing which we may charge you a reasonable cancellation Charge.

### 18. **FAULTS**

18.1. Subject to clause 18.2.4, you must immediately report any faults in relation to:

- (a) a Service;
- (b) Equipment for which we are responsible; or
- (c) Our System.

18.2. Subject to your Contract:

18.2.1. we will use reasonable steps to correct faults for which we are responsible;

18.2.2. in the event of unexpected faults outside our control, we will, where possible, take reasonable steps to restore the Service as soon as practicably possible;

18.2.3. you will take reasonable steps to correct faults in Equipment that you own or is under your control (where such steps are within your reasonable ability to carry out and are cost free) that may affect a Service.

18.2.4. Before reporting any suspected fault to us, you should take all reasonable steps to ensure that the fault is not caused by any equipment that is not owned or supplied by or through us.

### 19. **CHANGES TO YOUR CONTRACT OR SERVICE**

19.1. We may update this Agreement from time to time. If, in our reasonable opinion, the amendment has a:

19.1.1. non-material detrimental impact on you, we will provide you with Reasonable Notice of the change;

19.1.2. material detrimental impact on you, we will provide you with 30 days prior notice of the amendment taking effect and you may elect to cancel your Service with us.

### 20. **CHANGES TO CONTENT/ PREMIUM SERVICES**

20.1. If a change is detrimental to you; and

20.1.1. it relates to a content or premium Service provided by a third party; and

20.1.2. it is required by the third party or a regulator – we will give notice to you if you have used the content or premium Service within the previous six months, and you may terminate the content or premium Service until 42 days after the change takes effect.

### 21. **PERSONAL INFORMATION**

21.1. In collecting, using and storing your personal information, we will comply with our Privacy Policy (as amended from time to time) and the Privacy Act. More information about our privacy practices, including how to access or correct our records, or make a complaint, can be found at [iPrimus Privacy Policy](#)

21.2. If at any time you want to access and correct your personal information, you may telephone us.

## **22. NO LIABILITY**

22.1. Subject to clause 6, except to the extent that it arises from our breach of your non-excludable consumer rights, we have no liability to you or to any other person:

22.1.1. for faults or defects in Services which are caused to any material extent by your conduct, breach of your Contract or your misuse of a Service;

22.1.2. where the Services conform with the corresponding Service Schedule/s or any documentation provided by us but the Services are incompatible with other telecommunications goods or services that you obtain from a third party; or

22.1.3. for or in relation to an event, situation or circumstance that:

- (a) is beyond our reasonable control; and
- (b) impairs or prevents a Service; or
- (c) other than any rights you may have under Law, for any loss of profits or anticipated savings, economic loss, loss of data or any indirect or consequential loss or damage that you may suffer.

## **23. CUSTOMER SERVICE GUARANTEE**

23.1. Where applicable, we will comply with the Customer Service Guarantee (CSG), including (without limitation):

23.1.1. observing minimum performance standards for the installation and repair of Services, including the time frames in which we are required by the CSG to:

- (a) repair faults or Service difficulties; and
- (b) make and attend appointments with you and advise the length of the appointment 'window'.

## **24. NUMBERS**

24.1. We will comply with Telecommunications Numbering Plan and instruments made under it (Numbering Plan) which sets out rules for issuing, transferring and changing telephone numbers.

24.2. You must not knowingly and deliberately:

24.2.1. do anything that causes us to breach the Numbering Plan or which makes it more difficult for us to comply with it; or

24.2.2. relocate, reassign or transfer the number for any Service except in accordance with our published procedures, or otherwise as the Law permits.

24.3. You obtain no proprietary rights in relation to any number allocated to you, and (subject to cases where Law permits you to transfer your telephone service and its number to another service provider) you have no right to retain a particular number when your Contract ends.

## **25. TERMINATING / CANCELLING YOUR CONTRACT**

25.1. You may cancel your Service at any time by telephone to our customer service desk on 131 789.

25.2. We can terminate a month-to-month Contract without cause by giving you at least 30 days prior notice in writing.

## **26. SUSPENDING OR TERMINATING YOUR CONTRACT**

26.1. You or we may terminate your Contract if the other party is in material breach of the Contract and does not remedy the breach within 14 days of a notice requiring the breach to be remedied.

26.2. You may also terminate your Contract:

26.2.1. if we become insolvent or bankrupt or have a receiver, manager, administrator or liquidator appointed;

26.2.2. if you are required to terminate your Service in order to comply with any Law; and

26.2.3. if there is a Force Majeure affecting your delivery of the Services which continues for more than 7 days.

26.3. We may also suspend your Service or terminate your Contract with immediate effect, if:

26.3.1. you are in serious breach of your Contract. We consider a "serious" breach to be where:

(a) a Service is used in a way which poses an unacceptable risk to our security or network capability, or is used in a way that is illegal or likely to be found illegal;

(b) we reasonably suspect fraud in the use of your Service;

(c) you die or become insolvent or bankrupt or have a receiver, manager, administrator or liquidator appointed over your estate, and we have a reasonable belief that Charges are unlikely to be paid;

26.3.2. you permanently vacate a Site to which a Service is supplied, without giving notice to us;

26.3.3. we have reasonable grounds for believing that, by reason of anything relating to your Service, a threat or risk exists to Our System or any Third-Party System;

26.3.4. we reasonably suspect that your Service is being used to expose us to the risk of legal action, or in breach of any Law; and

26.3.5. we suffer a Force Majeure event that prevents our ability to supply the Services.

26.4. We may suspend your Service or terminate your Contract on Reasonable Notice:

26.4.1. if you have given to us material information which we reasonably believe is not true;

26.4.2. if you fail to pay, provided we comply with our obligations under the TCP Code;

26.4.3. in order to comply with any Law; or

26.4.4. if we are unable to provide a Service due to the termination of any agreement between us and any Other Supplier.

## **27. CONSEQUENCES OF TERMINATION OF YOUR CONTRACT**

27.1. If we request it, you must, following termination, within a reasonable period, return Our Equipment to us or to an agent we nominate. Upon Reasonable Notice to you, we are entitled to unimpeded access to each Site in order to remove Our Equipment.

27.2. If your Contract is terminated, and there are unused Prepayments or other credits on your account, we will credit them against amounts you properly owe us and refund any balance to you.

27.3. If we terminate your Contract under clauses 26.1, 26.3 or 26.4, you must pay:

- (a) all Charges incurred before the end of your contract; and
- (b) any amount owing for Sold Equipment.

27.4. If you terminate your Contract under clauses 26.1 or 26.2, you:

27.4.1. must pay all Charges incurred before the end of your contract; and

27.4.2. do not have to pay any more for Sold Equipment, but if we so request you to return it to us, you must within 14 days either:

- (a) return it to us in good condition (ignoring fair wear and tear for its age) and we will pay the reasonable costs of shipping; or
- (b) pay us the balance of its purchase price and retain it.

27.5. If you terminate a Hardware Repayment Term contract before full payment of Sold Equipment without cause, you must pay for any amounts still owing.

## **28. ASSIGNMENT AND SUB-CONTRACTING**

28.1. We may assign or novate our rights under your Contract (including our right to receive payment of Charges) as reasonably necessary provided your rights not being adversely affected by such assignment or novation.

28.2. We may assign the whole of our interest in your Contract (including our obligations) to a reputable, creditworthy third party who agrees to be bound by your Contract in the same way as us.

28.3. We may sub-contract the performance of any of our obligations, but we remain responsible for them.

28.4. You may only transfer or assign any of your rights under your Contract with our prior written consent, which consent may not be unreasonably withheld or delayed in the case of a person whom we would accept as a customer in the ordinary course.

## **29. NOTICE**

29.1. We may give you any notice:

- (a) by delivering it to you in person, or in the case of a corporation, by posting or delivering to your registered office;
- (b) to your email address, or to your street or postal address specified in an Application or otherwise notified by you to us (whether or not that address is the billing address);
- (c) SMS
- (d) direct mail;
- (e) by including it in or with a bill; or
- (f) by any other method we consider reasonable in the circumstances.

29.2. A notice is duly given at the time of delivery, or:

- (a)
- (b) if posted by mail – at 10:00 am two Business Days after posting; or
- (c) if emailed by us – 24 hours after sending unless we receive notification that the email was not sent.

### 30. GENERAL

- 30.1. If a provision of your Contract is illegal, unenforceable, or invalid, it will be severed and the remaining provisions will not be affected.
- 30.2. Either party's failure or delay in enforcing any right under your Contract does not necessarily mean that right has been waived.
- 30.3. Your Contract is exclusively governed by and subject to the Law of Australia, and the parties must comply with the Law of Australia in connection with it.
- 30.4. Where it is necessary to identify governing State or Territory Law for your Contract, or which courts have jurisdiction with respect to it, you may choose the governing Law of the State or Territory in Australia in which you ordinarily reside and/or the non-exclusive jurisdiction of the courts in that State or Territory.
- 30.5. In addition to services we provide on our own network, iPrimus supplies telecommunications services through a number of wholesale service partners, these include:

#### **nbn co.**

Phone: 1800 687 626

Mail: Tower 5, Level 14 727 Collins Street Docklands

VIC 3008 Australia

#### **Telstra**

Phone: 1300 368 387

Mail: Locked Bag 5639 Melbourne VIC 3001

#### **Optus**

Phone: 1300 727 414

Mail: 1 Lyonpark Rd, Macquarie Park NSW 2113

#### **Fetch**

Address: Level 13, 100 Arthur St, North Sydney, NSW 2060

Phone: (02) 8014 5180

#### **Redtrain**

Phone: 1300 787 178

#### **Opticomm**

Phone: 1300 137 800

### 31. SPECIAL ASSISTANCE

We can offer a range of special Services if applicable to you:

#### 31.1.1. Assistance for Hearing Impairment

We can provide assistance to you if you have a hearing impairment by providing information about and/or referring you to the National Relay Service. Please telephone us to obtain assistance or further information regarding this Service. Alternatively, the National Relay Service can be contacted directly by you on 133 677.

#### 31.1.2. Special Equipment

We may be able to provide assistance to you by providing information and/or recommending suitable products specific to your needs. For example, we may be able to provide those who have a vision impairment, information about the availability of handsets

with large number keypads or those who have a hearing impairment, information about handsets with visual (e.g. flashing) accessories, etc.

For further information about the availability of Special Equipment, please contact us or refer to our website.

### 32. MEANING OF WORDS

**Acceptable Use Policy** means the Acceptable Use Policy located on our website at [iPrimus Acceptable Use Policy](#)

**Act** means the Telecommunications Act 1997 (Cth).

**Application** means an application by you for a Service, in such form as we require.

**Billing Period** means the period of time in relation to which Charges are billed.

**Bundle** means an arrangement where more than one Service (or Service/s and Equipment) is supplied to you as a single package.

**Business Customer** means a customer who acquires goods or services:

- (a) that are not of a kind ordinarily acquired for personal, domestic or household use or consumption;  
or
- (b) for purposes other than the ordinary personal, domestic or household use or consumption of those goods or services.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria, Australia.

**Charge** means a charge to you for a Service.

**CIS** means the Critical Information Summary relevant to your Service which is located on our website at [www.iPrimus.com](http://www.iPrimus.com).

**Competition and Consumer Act** means the *Competition and Consumer Act 2010 (Cth)*.

**Consumer** means a 'Consumer' as defined in Section 3 of Schedule 2: Australian Consumer Law ("ACL") of the Competition and Consumer Act.

**Contract** has the meaning described in clause 2 of these Core Terms.

**Core Terms** means these Core Terms.

**Customer** means a Consumer or a Business Customer.

**Customer Service Guarantee** means the customer service guarantees contained in the *Telecommunications (Customer Service Guarantee) Standard 2023*.

**Due Date** means, unless another date is agreed, in the case of an email or electronic bill which is payable by direct debit or equivalent means, 5 days after issue of the bill and, in other cases, 14 days after the date of the bill on which a Charge first appears.

**Equipment** means goods or software used in connection with a Service, and includes:

- (a) **Bundled Equipment** means Sold Equipment supplied as part of a Bundle,
- (b) **Sold Equipment** means Equipment sold to you by us,
- (c) **Our Equipment** means Equipment that belongs to us or to an Other Supplier.

**Fixed Charge** means a Charge that does not depend on how much a Service is used.

**Force Majeure** means an unforeseen or uncontrollable force or event, such as fire, flood, earthquake, storm or other disturbance caused by the elements, an act of God, war, strike, lockout, riot, explosion, insurrection or government action, which is not reasonably within the control of the party affected, but does not include in your case, a failure to pay Charges by the Due Date.

**GST** means goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Hardware Repayment Term** means an agreed fixed minimum term for the repayment of Sold Equipment.

**Home Phone** means a VoIP (Voice over IP) Service.

**Law** means any applicable Australian Federal, State or Territory law and, where applicable, includes industry or other codes, including the TCP Code, by which we are bound.

**Other Supplier** means a third-party supplier or wholesaler (whether to us or to you directly) of goods or services in relation to a Service.

**Our System** means the network, systems, resources and Equipment in connection with a Service that are under the control of us or our wholesaler.

**Pre-Paid Service** means a Service for which we require Prepayment.

**Prepayment** means a payment of Charges before they are incurred.

**Primus, iPrimus**, we, us and the like means Primus Telecommunications Pty Ltd (ABN 69 071 191 396) of Level 10, 452 Flinders Street, Melbourne Victoria 3000 Australia.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Reasonable Notice** will be at least 14 days unless:

- (a) that is impossible or unlawful in the circumstances; or
- (b) in our reasonable opinion there are urgent or grave circumstances which make it inappropriate.

**Service** means a service (and includes Equipment) which we provide to you, including but not limited to:

- (a) a carriage service of a kind specified in the Telecommunications Regulations 2001 (which includes a home or internet Services); or
- (b) ancillary goods or service of a kind specified in the Telecommunications Regulations 2001.

**Service Schedule** means the terms and conditions that are specific to particular Services.

**Site** means premises to which we supply a Service or where there is located Equipment.

**Suspend** means to deny or restrict access to or use of the Service or part of it.

**TCP Code** means Industry Code C628:2019 Telecommunications Consumer Protections Code.

**Third Party System** means, in relation to Services, network, systems, resources and equipment outside Our System.

**Usage Charge** means a Charge that depends on how much a Service is used.

**Welcome Email** means the email you receive from us on our acceptance of your Application.