



THEBUZZ CORP PTY LTD ACN 120 408 166

GENERAL TERMS AND CONDITIONS

THEBUZZ SYSTEM & BUZZBOX

1. Subject to:
 - (a) The opening of an account for the Customer, which TheBuzz may refuse to do in its absolute discretion; and
 - (b) the Customer complying with these General Terms and ConditionsTHEBUZZ CORP PTY LTD (“**TheBuzz**”) will:
 - (c) Endeavour to make its telephone system (“**TheBuzz System**”) available for connection by the Customer; and for that purpose
 - (d) provide the Customer with equipment enabling access to TheBuzz System (“**BuzzBox**”).
- 2 In these General Terms and Conditions a reference to “TheBuzz” includes TheBuzz’s employees, contractors, agents and directors.

APPLICATION OF THESE GENERAL TERMS & CONDITIONS

3. The Customer’s account (“**Account**”) will commence when:
 - (a) TheBuzz gives the Customer notice accepting the Customer’s Application Form; and
 - (b) the Customer first uses TheBuzz Systemand the Account will continue for as long as the Customer continues to use TheBuzz System, unless the Account is suspended or terminated in accordance with these General Terms and Conditions.
4. The Customer:
 - (a) Acknowledges that:
 - I. These General Terms and Conditions will automatically apply to other products (if any) supplied to the Customer by TheBuzz from time to time; and that
 - II. the Customer has read, understood and agrees to be bound by these General Terms and Conditions.
 - (b) warrants that it:
 - I. is authorised to accept and will comply with; and
 - II. will meet all obligations arising under these General Terms and Conditions.
5. These General Terms and Conditions include and are subject to:
 - (a) TheBuzz Account Application Form;
 - (b) TheBuzz Standard Trading and Credit Terms

- (c) TheBuzz Trademarks and Copyright Policy;
- (d) TheBuzz Fair Use Policy;
- (e) TheBuzz Privacy Policy;
- (f) the BuzzBox Installation Instructions;
- (g) TheBuzz Schedule Of Costs and Tariffs;
- (h) TheBuzz Complaints & Disputes Policy;
- (i) any other policies that are issued or terms or conditions that are added or amended by TheBuzz from time to time as provided in Paragraph 36 of these Terms and Conditions

(collectively the "**Terms and Conditions**").

6. The Customer has read, understood and agrees to be bound by the Terms and Conditions.

PRE REQUISITES FOR ACCESS TO THEBUZZ SYSTEM

7. To access and use TheBuzz System the Customer:
- (a) Must first:
 - I. Complete a TheBuzz Account Application Form;
 - II. submit TheBuzz Account Application Form; and
 - III. comply with TheBuzz Trading & Credit Terms;
 - (b) authorise TheBuzz to obtain a copy of the Customer's credit record from any credit reporting agency for the purpose of deciding whether TheBuzz will open an account for the Customer and provide the Customer with access to TheBuzz System;
 - (c) requires:
 - I. An operational PSTN (or existing) telephone line; and
 - II. a current and operational account for line rental with a telecommunications carrier; and
 - III. a standard telephone that will enable the Customer to make and receive telephone calls by using the Customer's existing telephone circuit and existing telephone network ("**Existing Telephone Network**");
 - IV. TheBuzz's "BuzzBox" which must be connected to the Customer's PSTN telephone circuit in accordance with the BuzzBox installation instructions.

COSTS AND TARIFFS

8. Use of TheBuzz System DOES NOT incur or require:
- (a) Any prepaid or fixed:
 - I. Fees; or
 - II. charges;
 - (b) fixed or minimum contract periods;
 - (c) access or service fees;
 - (d) rental or maintenance fees;
 - (e) break, termination or cancellation fees;
 - (f) minimum or threshold usage.

TheBuzz's costs and tariffs for the Customer's use of The Buzz System are based strictly on the Customer's usage and are calculated in strict accordance with TheBuzz Schedule Of Costs and Tariffs.

9. TheBuzz may vary its costs and tariffs from time to time in its absolute discretion. The Buzz will supply a notice of variation of costs and tariffs and publish an updated version on The Buzz website not less than 21 days prior to the variation taking place. TheBuzz will publish the terms of the variation in a newspaper circulating in the capital city of the Customer's resident State and put a notice in the Customer's next invoice. Any variations will apply from the time that they are published on TheBuzz website. A current version of TheBuzz Schedule Of Costs And Tariffs will be available on The Buzz website at all times.
10. Any variation in costs and tariffs will apply to the Customer as and from the time and date published on TheBuzz website.

THE BUZZ SERVICE DOES NOT INCLUDE ANY CALLS WHICH USE AN OVERRIDE CODE (DIALING OF "**" PREFIX), 0055 NUMBERS, 019 NUMBERS, ANY NUMBERS BEGINNING WITH A "1".**

CUSTOMER MAY CANCEL SERVICE AT ANY TIME

11. The Customer may suspend or terminate its use of TheBuzz System at any time and without any notice to The Buzz. If so, TheBuzz will issue a final invoice for all calls made up to and including the time of suspension or termination.

NO WARRANTIES BY THE BUZZ IN RELATION TO THE EXISTING TELEPHONE NETWORK

12. TheBuzz does not own or control the Existing Telephone Network or lines and therefore does not warrant that:
 - (a) All telephone calls made using TheBuzz System will connect successfully;
 - (b) there will not be any delays in accessing or using TheBuzz System; or
 - (c) that TheBuzz System will always be free of errors or provide uninterrupted access over the Existing Telephone Network.

TheBuzz will endeavour to correct any faults reported to it at its earliest convenience but the Customer must not hold TheBuzz responsible for any loss or damage to it caused by or arising from any delay, error, interrupted access or fault.

The use of a teletypewriter ("TTY") with The BuzzBox is not recommended as the transmission characteristics of the TTY and The BuzzBox may not be compatible. TheBuzz recommends that:

- **its service is by-passed or disconnected when using a TTY; or**
- **the "****" by-pass prefix is utilised on TTY calls.**

NOTE: TTY's are used by hearing and speech impaired people to communicate with others either directly from TTY to TTY or via an interpreter service over the telephone network.

MODIFICATION OF TECHNICAL SPECIFICATIONS

13. TheBuzz may in its absolute discretion:
 - (a) Add additional features or functions to;
 - (b) provide programming patches and upgrades;
 - (c) repair, modify, discontinue, suspend or disable(collectively "**Modifications**") to The BuzzBox or TheBuzz System but, if so, shall not be under any obligation to make Modifications available to the Customer.
14. TheBuzz shall not be liable for any damage caused by or resulting from any Modifications or the suspension or termination of TheBuzz System.
15. TheBuzz will endeavour to provide the Customer with prior notice of any Modifications if they are likely to have a significant detrimental effect on the use of TheBuzz System by the Customer. The Customer acknowledges that TheBuzz may not be able to provide prior notice of Modifications.

SUSPENSION OR TERMINATION OF ACCESS TO THEBUZZ SYSTEM

16. TheBuzz is entitled in its absolute discretion to:
- (a) Suspend or terminate the Customer's access to TheBuzz System if:
 - I. The Customer breaches the Terms and Conditions;
 - II. TheBuzz cannot (for any reason) provide access to TheBuzz System;
 - III. TheBuzz has any information from the Customer suggesting that the Customer may breach or not be able to observe the Terms and Conditions;
 - (b) TheBuzz may decide that the Customer must have a credit limit. If so, TheBuzz will inform the Customer what that credit limit is. If the Customer exceeds the credit limit TheBuzz may suspend or terminate access to TheBuzz System until the Customer pays all call charges.
17. If access to TheBuzz System is suspended or terminated for any reason:
- (a) If it is possible to do so, TheBuzz will give the Customer reasonable notice in advance and the reasons why access to TheBuzz System has been suspended or terminated. The Customer acknowledges that TheBuzz may not be able to provide prior notice;
 - (b) all amounts then owing to TheBuzz by the Customer must immediately be paid to TheBuzz; and
 - (c) that suspension or termination will not otherwise affect the Customer's ability to use the Existing Telephone Network.
18. TheBuzz may also:
- (a) Suspend or terminate TheBuzz System; or
 - (b) the Customer's access to or use of TheBuzz System in its absolute discretion and without any reason or cause.

THEBUZZ'S OBLIGATIONS

19. TheBuzz will use its best endeavours to provide access to TheBuzz System in accordance with the Terms and Conditions and to:
- (a) Invoice the Customer monthly in arrears for all call charges incurred by the Customer in that month; and
 - (b) provide the Customer with access to any other services or products that TheBuzz may supply from time to time.
20. The Customer acknowledges that whilst TheBuzz will take care to ensure that the Customer receives the best possible service, the service will not always be free from interruption. Things such as maintenance and technical interference may result in service or call quality being reduced or unavailable from time to time. The Customer must not make any claim or demand and TheBuzz will not accept any liability caused by or arising from such maintenance or interference.

CUSTOMER'S OBLIGATIONS

21. The Customer must:
- (a) Use TheBuzz System solely for lawful and legitimate purposes and in strict accordance with the Terms And Conditions;
 - (b) use the BuzzBox only for the purpose of connecting to TheBuzz System and not otherwise;
 - (c) not to give, make available, sell or supply the BuzzBox or TheBuzz's services to any third party whether for reward or not;
 - (d) provide TheBuzz as soon as possible with any data or information necessary for TheBuzz to provide it services to the Customer;
 - (e) not adversely affect the functionality or performance of TheBuzz System;

- (f) pay TheBuzz's invoices within TheBuzz's trading terms and indemnify TheBuzz in relation to all costs and charges for the use of TheBuzz System and the BuzzBox;
 - (g) not (and must not try to) disassemble, reproduce, reverse engineer or tamper with the BuzzBox or TheBuzz System;
 - (h) not misuse or abuse the BuzzBox or TheBuzz System;
 - (i) comply with all applicable laws concerning the use of telephone networks and the use of telephone systems;
 - (j) indemnify TheBuzz against any loss or damage it incurs relating to or arising from the Customer's use of TheBuzz System;
 - (k) monitor TheBuzz website and comply with and adhere to any changes in the Terms And Conditions.
22. When using TheBuzz the Customer must ensure that it complies with all laws applicable to telephony equipment and its proper and lawful use. Failure to do so may result in the termination of the Customer's use of the BuzzBox.
23. TheBuzz will suspend the Customer's use of the BuzzBox if the Customer cannot agree to any changes in TheBuzz Terms and Conditions.
24. The Customer acknowledges that it will only use the BuzzBox and TheBuzz System for lawful purposes at its own risk and expense.

ACCOUNTS

25. Invoices will be forwarded to the Customer in accordance with TheBuzz Trading and Credit Terms to the address, facsimile number or email address notified to TheBuzz in the Customer's Account Application Form.
26. Due to factors beyond TheBuzz's control some costs and charges may not appear in a monthly invoice from TheBuzz. If so, costs and charges for those calls will be carried over to the next monthly invoice.
27. TheBuzz is entitled to and may rely on the address, facsimile number or email address notified to TheBuzz pursuant to TheBuzz Account Application Form and is not under any obligation to update or amend those details if the Customer does not notify TheBuzz in writing of any changes.
28. TheBuzz's invoices must be paid by the Customer in accordance with TheBuzz Standard Trading and Credit Terms.
29. All data collected by TheBuzz is conclusive evidence of TheBuzz System usage and the charges payable to TheBuzz and it is the Customer's responsibility to establish otherwise if the Customer objects to or challenges that data.
30. If an invoice is overdue for more than 14 days that will constitute a breach of the Terms and Conditions and will entitle TheBuzz without any notice to immediately suspend or terminate the Customer's access to and use of TheBuzz System.
31. The Customer shall be liable for and must indemnify TheBuzz against all liability for any collection or recovery costs and legal fees (on a solicitor and client basis) or other amounts incurred or arising from any action taken by TheBuzz to recover any amounts owing to it.

COMPLAINTS & DISPUTES

32. If the Customer wishes to make a formal complaint or disputes an invoice ("**Dispute**") the Customer must submit full details of the Dispute to TheBuzz.
33. All Disputes will be logged by TheBuzz as soon as they are received and, within 7 days of being logged, will be given a reference number for identification. TheBuzz will investigate and endeavour to resolve Disputes within 30 days of being logged in accordance with TheBuzz Complaints & Disputes Policy. TheBuzz will notify the Customer of the outcome of its investigations as soon as practicable after they are complete.
34. If a Dispute concerns an invoice and is resolved in the Customer's favour, TheBuzz must issue a revised invoice to the Customer. If the Customer is not satisfied with the outcome

of a Dispute the Dispute may be referred to TheBuzz Customer Relations Manager, who will have TheBuzz's authority and discretion to deal with and attempt to resolve the Dispute.

35. If any amounts are owed to TheBuzz they must be paid without deduction even if there is a Dispute under investigation or pending determination.

VARIATION OF TERMS AND CONDITIONS

36. TheBuzz may vary the Terms and Conditions from time to time to ensure (amongst other things) compliance with relevant laws and regulations laws. TheBuzz will supply a notice of variation and publish an updated version on TheBuzz website not less than 21 days prior to the variation taking place. If the variation is detrimental to the Customer, TheBuzz will publish the terms of the variation in a newspaper circulating in the capital city of the Customer's resident State and put a notice in the Customer's next invoice, which complies with the relevant legislation. Any variations take effect as and from the time and date published on TheBuzz website. A current copy of the Terms and Conditions will be available on TheBuzz website at all times.

GENERAL INDEMNITY AND RELEASE BY THE CUSTOMER

37. The Customer must indemnify TheBuzz from and against any and all liabilities, claims, losses, damages, penalties, actions, judgments, suits, costs or expenses of any kind arising from:
- (a) a breach of the Terms and Conditions; and
 - (c) the use of TheBuzz System by the Customer.
38. All implied terms, conditions, warranties, undertakings, inducements and representations, statutory or otherwise relating to the provision of goods or services by TheBuzz are excluded to the extent that they may be excluded by law.
39. The liability of TheBuzz in respect of any breach of the Terms and Conditions or for the supply of any goods or services or under any remedy implied by law (that cannot be excluded) may be limited at TheBuzz's choice:
- (a) if the breach relates to goods, to the replacement or repair of the goods;
 - (b) if the breach relates to services:
 - I. to the re-supply of those services; or
 - II. paying for the cost of having those services re-supplied.
40. TheBuzz does not assume and shall have no liability for any loss, damage or expense to the Customer or anyone else in relation to or arising from:
- (a) The unlawful acts or default of other suppliers, unless those suppliers (including contractors) have been engaged by TheBuzz for the purpose of supplying or maintaining a service to the Customer;
 - (b) faults or defects caused by or arising from:
 - I. The Customer's conduct or misuse;
 - II. telecommunication services provided to the Customer other than under the Terms and Conditions that may be due to incompatibility with TheBuzz System
- including consequential loss or damage however caused whether directly or indirectly that may arise in respect of the Customer's use of TheBuzz System.

NO ASSIGNMENT BY CUSTOMER

41. The Customer's rights arising under the Terms and Conditions are personal to the Customer and may not be assigned.
42. TheBuzz may in its absolute discretion assign this Agreement without giving any notice to the Customer.

NOTICES

43. Any notice to be given under the Terms and Conditions must be in writing and may be given by post, email, facsimile or hand delivery to the address, facsimile number or email address notified in writing to TheBuzz by the Customer.
44. Any notice or permanent seal affixed to or on the BuzzBox must not be altered, removed, tampered with, obscured or made illegible.

LAWFUL PURPOSES

45. TheBuzz System must be used solely for lawful purposes and the Customer must not:
 - (a) Monitor, intercept or tamper any communication that is not intended for the Customer;
 - (b) send unsolicited commercial communications not permitted by law;
 - (c) communicate or transmit material that is offensive, harmful or indecent.

FORCE MAJEURE

46. If the BuzzBox or TheBuzz System do not function as a result of a force majeure event TheBuzz shall not be:
 - (a) in breach of any obligations to the Customer; or
 - (b) liable for the consequences.
47. In the event of a force majeure TheBuzz will notify the Customer as soon as practicable of the extent and estimated duration of its inability to perform or any delay in performing its obligations using reasonable efforts.
48. "Force majeure" means any event beyond the control of TheBuzz.

GOVERNING LAW

49. This agreement is governed and construed according to the laws of Western Australia.
50. These Terms and Conditions may be translated into other languages. If so and if there is any inconsistency or discrepancy between the English version and any other language version, the English version shall prevail.

Changes to these General Terms & Conditions

TheBuzz may make changes to these General Terms & Conditions from time to time for any reason. If so, the changes will be published on the TheBuzz website.

Contacting Us

Further information regarding these General Terms & Conditions may be obtained by contacting TheBuzz at:

Telephone: 1300 552 889
Email: enquiries@thebuzzcorp.com
Post: PO Box 987 Nedlands WA 6909

www.thebuzz.com