

TELAIR

Telecommunications Specialists

Standard Form of Agreement

General Terms

Telair Pty Ltd • ABN 92 119 713 745

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Introduction

This Standard Form of Agreement (SFOA) sets out the general terms on which Telair Pty Ltd (ABN 92 119 713 745) supplies its telecommunications services to business customers. It is a standard form of agreement for the purposes of Part 23 of the Telecommunications Act 1997 (Cth).

This SFOA works together with the Service Schedule for each service, the Application or Service Order You sign, the Critical Information Summary for each plan, and Telair's policies. Together, these documents make up Your agreement with Telair. Clause 1 explains how they fit together and which prevails if they differ.

This SFOA does not cover Telair's managed IT or professional services, which are supplied under a separate Managed IT Master Services Agreement and Managed IT Service Schedule.

1. About this agreement

1.1 This document is Telair's Standard Form of Agreement (SFOA) for the supply of telecommunications Services. It is a standard form of agreement for the purposes of Part 23 of the Telecommunications Act 1997 (Cth). This SFOA is also referred to as Telair's master terms or Master Services Agreement; where a Service Schedule, Service Order or other document refers to a "Master Services Agreement", "master terms" or similar in connection with a telecommunications Service, that reference is to this SFOA.

1.2 The SFOA applies to the telecommunications Services that Telair supplies to You. It does not apply to managed IT, professional or related services, which are governed by Telair's Managed IT Master Services Agreement and Managed IT Service Schedule.

1.3 Your agreement with Telair for a Service is made up of the following documents (together, the Agreement):

- (a) this SFOA (the general terms);
- (b) any Service Schedule that applies to the Service;
- (c) the Application or Service Order that You submit and Telair accepts;
- (d) the Critical Information Summary (CIS) for each plan; and
- (e) Telair's policies referred to in clause 1.5.

1.4 Order of precedence. If there is any inconsistency between the documents making up the Agreement, they apply in the following order of priority (an earlier document prevails over a later one to the extent of the inconsistency): (a) the Application or Service Order (including the agreed plan, pricing and any special terms); (b) the applicable Service Schedule; (c) this SFOA; and (d) Telair's policies. A CIS is a plain-language summary of a plan and is not intended to vary the Agreement; if a CIS is inconsistent with the documents above, those documents prevail, except that the plan, pricing and Minimum Term recorded in the Application or Service Order always prevail.

1.5 Policies. The following policies form part of the Agreement: the Privacy Policy (at telair.com.au/privacy), and the Fair Use Policy, Financial Hardship Policy and Complaints Handling Policy (at telair.com.au/policies), together with any other policy Telair notifies as forming part of the Agreement. Telair may update its policies in accordance with clause 15.

1.6 Definitions. Capitalised terms have the meaning given in clause 18 or, if not defined there, in the applicable Service Schedule.

1.7 Help. If You need help reading or understanding the Agreement, You can contact Telair's customer service team (details at telair.com.au), the National Relay Service on 13 36 77, or the Translating and Interpreting Service on 13 14 50.

2. Starting and accepting service

2.1 You may apply for Services by submitting an Application or Service Order in a form Telair accepts (which may be electronic, including by electronic signature). Telair may accept and rely on an electronic, emailed or recorded authorisation as if it were an original signed document.

2.2 The Agreement for a Service starts when Telair accepts Your Application or Service Order. Telair accepts it at the earliest of the time Telair notifies acceptance, activates the Service, or orders equipment or a third-party service for You.

2.3 Costs of preparing and provisioning. Telair may begin preparing to provision a Service before and after acceptance, including by committing to charges with its Suppliers. If Your Application is refused, or You withdraw or cancel a Service before its Service Commencement Date, You must pay the reasonable

costs Telair has incurred or committed to at that time. Depending on the Service, these costs can be significant and vary, and may include upstream, wholesale or other third-party withdrawal, cancellation, build and feasibility charges, together with a reasonable administration fee. These charges are also addressed in the applicable Service Schedule.

2.4 Telair may decline any Application at its discretion, including where a Service is not available at Your location or You do not meet Telair's credit requirements.

3. Providing the services

3.1 Telair will supply the Services described in Your accepted Application or Service Order, the applicable Service Schedule and the relevant CIS, using Telair's own network and those of its Suppliers as Telair reasonably determines.

3.2 Availability and qualification. Supply of a Service is subject to service qualification, availability, technical and geographic capability, and network capacity. Telair is not obliged to supply a Service where these requirements are not met, and may require a feasibility study (see the applicable Service Schedule).

3.3 No guarantee of continuous service. Telair does not warrant that the Services will be continuous or free of interruptions, delays or faults, and it relies on third-party networks that are outside its control. This clause does not limit Your rights under the Australian Consumer Law (clause 10).

3.4 Not for critical uses. Unless Telair expressly agrees in writing, the Services are not supplied for uses that require continuous or fault-free operation. You are responsible for assessing whether a Service is suitable for Your needs and for arranging any backup or alternative service You require for critical purposes.

3.5 Voice services and emergency calls.

- (a) Many of Telair's voice Services use internet protocol (VoIP). VoIP Services depend on electrical power and a working internet connection and may not operate during a power failure, an internet outage, or if equipment is faulty, being moved or incorrectly configured.
- (b) You must keep an alternative means of calling the emergency service number (000) at all times, such as a charged mobile phone.
- (c) A battery backup unit is not always provided and must not be assumed.
- (d) Because a VoIP number can be used from more than one location, the address recorded against Your number may not reflect Your actual location when You call emergency services. You must keep Your service address details current.

3.6 Priority Assistance. Telair does not offer Priority Assistance. If You, or anyone at Your premises, has or may have a life-threatening medical condition, You should obtain a telephone service from a provider that offers Priority Assistance (such as Telstra).

4. Your responsibilities and acceptable use

4.1 You must comply with all laws and any licence conditions that apply to the Services and their use, and must use the Services in accordance with the Fair Use Policy. You must not use the Services in a way that is unlawful, infringes another person's rights, menaces, harasses or threatens any person, damages any network or systems, or brings Telair into disrepute.

4.2 You must not resupply or resell the Services to any other person without Telair's prior written consent.

4.3 You are responsible for all use of, and all charges for, the Services, whether or not You authorised the use, except to the extent the use or charge was caused by Telair.

4.4 You must keep Your contact, billing and service-address details current and notify Telair of any change before the end of Your billing period.

4.5 Customer equipment and sites. You are responsible for Your own equipment, cabling, power supply and site conditions, as set out in the applicable Service Schedule. Telair supports a Service up to its demarcation point. Where You use Your own router or other equipment, You are responsible for its configuration and management, and Telair may be unable to test or troubleshoot on Your equipment.

4.6 Access. You must give Telair and its Suppliers reasonable access to Your premises during business hours to install, inspect, maintain, replace or remove equipment or facilities, and You must obtain any consent needed from the premises owner. Telair may charge its reasonable costs if access is not provided at an agreed appointment.

5. Charges, billing and payment

5.1 You must pay the Charges for the Services at the rates set out in Your Application or Service Order, the relevant CIS and any applicable rate card, together with any usage and other charges You incur under the Agreement.

5.2 Telair usually invoices monthly. Recurring charges are generally billed in advance and usage charges in arrears. Telair may issue interim invoices and may vary the billing cycle.

5.3 GST and other taxes. Unless stated otherwise, Charges are exclusive of GST and any other taxes, duties or levies, which You must pay in addition to the Charges at the same time. Telair will issue a tax invoice.

5.4 Payment is due by the due date shown on the invoice, using a payment method Telair accepts. A dishonoured or failed payment may attract a reasonable charge.

5.5 Late payment. If You do not pay an amount by its due date, Telair may charge a late payment fee and recover its reasonable costs of recovering the overdue amount, including legal costs, court costs, and collection agency, mercantile agent and dishonour fees. Telair will not treat a genuinely disputed amount as overdue while it is investigating the dispute.

5.6 Billing accuracy and disputed charges. If You believe a charge is incorrect, tell Telair within a reasonable time. Telair's records are sufficient evidence of amounts payable unless shown to be incorrect. Telair will investigate, and will refund or credit any amount it has overcharged. If You do not tell Telair that a charge is incorrect within 6 months of the date of the invoice, Telair need not adjust it, except where the law or the TCP Code requires otherwise. Telair will not bill You for a charge later than the maximum period permitted by law and the TCP Code.

5.7 Third-party charges. Telair may pass on to You charges that a Supplier or other person imposes on Telair for Your Services, including one-off, build or special charges (see the applicable Service Schedule).

5.8 No set-off (business customers). To the extent permitted by law, You must pay all Charges without set-off, counterclaim or deduction, and Telair may set off any amount You owe Telair against any amount Telair owes You.

6. Credit management and spend controls

6.1 Credit checks. You consent to Telair carrying out credit checks as described in Your Application. Telair collects, uses and discloses credit information in accordance with the Privacy Act and its Privacy Policy.

6.2 Security. Telair may require reasonable security as a condition of supplying or continuing a Service, including a deposit, a bank guarantee, or (in some circumstances) a personal or directors' guarantee, which Telair may take in Your Application or Service Order.

6.3 Spend limits and alerts. Telair may set a monthly spend limit for a Service and may monitor for unusual or excessive usage. Where You exceed a limit, present a credit risk, or usage is unusually high, Telair may (on reasonable notice, and consistently with the TCP Code) notify You, issue an interim invoice, or apply credit-control action, including barring, suspending or limiting the Service.

6.4 Fraud. Telair is not responsible for equipment tampering or service fraud by third parties, and You remain liable for charges arising from unusual or excessive usage however caused. Contact Telair if You wish to bar access to premium-rate or international services.

7. Financial hardship

7.1 Telair is committed to assisting customers experiencing financial hardship, in accordance with the Telecommunications (Financial Hardship) Industry Standard 2024 and its Financial Hardship Policy (at telair.com.au/policies).

7.2 If You are having difficulty paying, contact Telair as early as possible so it can discuss the assistance options available to You. Telair will consider Your circumstances and work with You in accordance with its Financial Hardship Policy.

8. Term, suspension, cancellation and early termination

8.1 Commitment and term.

- (a) You commit to the Agreement, and to taking each Service for its Minimum Term, when You sign or otherwise accept the Application or Service Order and Telair accepts it under clause 2.
- (b) The Minimum Term for a Service begins on the date the Service is activated and ready for use (the Service Commencement Date), not the date You sign. Where a Service Schedule specifies how the Service Commencement Date is determined (for example, on handover or acceptance of the Service), that method applies.
- (c) A Service then continues for its Minimum Term (if any, stated in the Application or CIS) and afterwards continues on a month-to-month basis on the same terms until cancelled. Recurring charges for a Service start from its Service Commencement Date.
- (d) If You cancel a Service after committing but before its Service Commencement Date, an Early Termination Charge does not apply; instead, You must pay Telair's costs under clause 2.3.

8.2 No automatic re-commitment. Telair will not commit You to a new Minimum Term at the end of a fixed term without Your consent.

8.3 Your cancellation. You may cancel a Service or the Agreement by giving Telair the notice stated in Your Application or the applicable Service Schedule (at least 30 days unless stated otherwise). If You cancel a Service within its Minimum Term, an Early Termination Charge may apply (clause 8.6).

8.4 Telair's suspension or limitation. Telair may suspend, limit or bar a Service (on reasonable notice where practicable) if: You breach a material term of the Agreement; You do not pay an amount by its due date after Telair gives You notice (excluding a genuinely disputed amount that Telair is investigating); You present a credit risk or fail Telair's credit requirements; Telair reasonably suspects fraud; Telair is required or permitted to do so by law or by a Supplier; a third-party network or input Telair relies on ceases; You do not provide access or security Telair reasonably requires; or for operational, maintenance or emergency reasons.

8.5 Telair's termination. Telair may terminate a Service or the Agreement on reasonable notice if a ground for suspension continues or is not remedied, if the Service is no longer available, if You become insolvent or bankrupt (and Telair reasonably believes amounts owing are at risk), or as permitted by law. Telair may terminate a Service that has no Minimum Term on 30 days' notice.

8.6 Early Termination Charge. If a Service is cancelled or terminated (other than for Telair's breach, or where You exercise a right to cancel without charge under the Agreement or at law) before the end of its Minimum Term, You must pay the Early Termination Charge calculated as set out in Your Application. This is generally the minimum monthly charge for the Service multiplied by the number of months remaining in the Minimum Term, plus any billed and unbilled charges, any installation or build costs that were waived or credited as part of the fixed-term offer, and any remaining equipment charges. The parties agree that the Early Termination Charge is a genuine pre-estimate of Telair's loss and is reasonable.

8.7 Effect of cancellation or termination. On cancellation or termination of a Service or the Agreement, You must pay all Charges incurred up to the date it takes effect (which become immediately due), pay any outstanding equipment amounts under clause 14, and return to Telair any equipment Telair or a Supplier owns. The clauses that by their nature should survive (including clauses 5, 8, 11, 12, 13, 14, 16 and 17) continue after termination.

8.8 Recovery and default listing. Telair may refer an overdue debt to a collection agent, commence legal action to recover it, and (subject to law and its Privacy Policy) report the overdue amount or Your default to a credit reporting body. If a Service is reconnected after suspension or cancellation, a reconnection fee may apply (except where Telair or a Supplier was at fault).

9. Changing provider and number porting

9.1 Porting to Telair. Where You ask Telair to transfer (port) a number or service to Telair, You authorise Telair to arrange the transfer and to obtain the information it needs from Your current provider. Porting is carried out in accordance with the Local Number Portability Code (C540) and applicable laws. The detailed porting terms and authorities are set out in Your Application (Porting Authority).

9.2 Porting away. To transfer a number from Telair to another provider, You must contact that provider. Early Termination Charges may apply if related Services are still within a Minimum Term.

9.3 Numbers. You do not own any telephone number. Rights to use numbers are governed by the Numbering Plan, with which You and Telair must comply.

9.4 Amounts on transfer. If Your Services transfer to or from Telair, You remain liable for Charges up to the transfer date and must pay any amounts owing to Your previous or another Supplier.

10. Consumer protections

10.1 Australian Consumer Law. Nothing in the Agreement excludes, restricts or modifies any consumer guarantee, right or remedy under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law (ACL), that cannot lawfully be excluded, restricted or modified. Where Telair is entitled to limit its liability for failure to comply with a non-excludable guarantee, it does so under clause 11.

10.2 Customer Service Guarantee (CSG). For any standard telephone service Telair supplies that is covered by the CSG, the Telecommunications (Customer Service Guarantee) Standard 2011 sets performance standards for connection, fault repair and appointment-keeping, and may entitle You to compensation if they are not met. The CSG does not apply to some services, or where You have more than the specified number of telephone lines, and You may agree to waive Your CSG protections (as noted in Your Application). Telair will tell You where a waiver applies. More information is at telair.com.au.

10.3 TCP Code. Telair is bound by the Telecommunications Consumer Protections Code (C628) and provides a Critical Information Summary for each plan to help You understand and compare Telair's offers.

10.4 Complaints and the TIO. If You have a complaint, contact Telair (details at telair.com.au). Telair handles complaints in accordance with the Telecommunications (Consumer Complaints Handling)

Industry Standard 2018 and its Complaints Handling Policy. If Your complaint is not resolved to Your satisfaction, You may contact the Telecommunications Industry Ombudsman (TIO) at tio.com.au or on 1800 062 058, or the ACMA.

11. Our liability

11.1 This clause applies subject to clause 10.1: nothing in it limits or excludes any right or remedy You have that cannot lawfully be excluded.

11.2 Limitation for consumer guarantees. To the extent permitted by section 64A of the ACL (for supplies that are not of a kind ordinarily acquired for personal, domestic or household use or consumption), Telair limits its liability for failure to comply with a consumer guarantee to, at Telair's option: for goods, the repair or replacement of the goods, the supply of equivalent goods, or the cost of doing so; and for services, the resupply of the services or the cost of resupply.

11.3 Exclusion of consequential loss. To the maximum extent permitted by law, Telair is not liable for any loss of profit, revenue, savings, data, business or goodwill, or any indirect or consequential loss, arising out of or in connection with the Agreement or the Services, however caused (including by negligence).

11.4 Matters outside Telair's responsibility. To the maximum extent permitted by law, Telair is not liable for: the acts or omissions of a Supplier or other person, or faults in their networks; faults or loss caused or contributed to by You, a third party, or Your or a third party's equipment; or services not supplied by Telair. Telair's Suppliers have no liability to You in connection with the Agreement.

11.5 Cap on liability. To the maximum extent permitted by law, and subject to clause 10.1, Telair's total aggregate liability in connection with the Agreement is limited to the Charges paid or payable by You for the affected Service in the 3 months before the event giving rise to the liability (or, if the Service has been supplied for less than 3 months, the total Charges for that Service since supply began).

11.6 Reduction for Your acts. Telair's liability is reduced to the extent that You caused or contributed to the relevant loss or failed to take reasonable steps to avoid or reduce it.

12. Your indemnity

12.1 To the extent permitted by law, You indemnify Telair and its Related Bodies Corporate against any loss, damage, cost, expense or liability (including reasonable legal costs) arising out of: Your breach of the Agreement; Your use of the Services; the content or data You transmit or make available using the Services; a claim by a third party connected with Your use of the Services; or damage that You, or Your employees, agents or contractors, cause to Telair's or a Supplier's network, equipment or property. Your liability under this indemnity is reduced to the extent that Telair or its personnel caused the relevant loss.

13. Privacy and your information

13.1 Telair collects, uses, holds and discloses personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and its Privacy Policy (at telair.com.au/privacy).

13.2 You agree that Telair may use and disclose Your information to: provide, manage and bill the Services; assess Your Application and creditworthiness; collect overdue amounts; and comply with the law.

13.3 Disclosures. Telair may disclose Your information to: its Suppliers and carriers (to provide the Services); the operator of the IPND; credit reporting bodies; the TIO and the ACMA (in connection with complaints); and law enforcement or others where permitted or required by law, including to lessen or prevent a serious threat to a person's life, health or safety, or to investigate suspected fraud or unlawful activity.

13.4 IPND. Like other providers, Telair is required by law to provide public number customer information to the Integrated Public Number Database (IPND). Unlisted customer information is marked and controlled in the IPND and is used only for approved purposes, such as assisting emergency services and law enforcement and approved directory and research uses. Contact Telair if You wish to change how Your information is listed.

13.5 Calling Line Identification (CLI). Unless You bar CLI, Your number may be sent automatically to the person You call, and the number of a person who calls You may be shown to You. Contact Telair if You wish to bar CLI.

13.6 Call recording. Unless You ask Telair not to, calls to and from Telair's customer service may be monitored or recorded for training, quality assurance and record-keeping purposes.

13.7 Marketing. Unless You opt out, Telair may send You information about its own and its partners' products and services, including commercial electronic messages as defined in the Spam Act 2003 (Cth). You may opt out at any time by contacting Telair or using the unsubscribe facility in the message.

14. Equipment and software

14.1 This clause applies to equipment and software Telair supplies to You. Additional equipment terms for a particular Service may be set out in the applicable Service Schedule.

14.2 Equipment sold outright. For equipment Telair sells to You outright, risk passes to You on delivery, and title passes to You when You have paid all amounts owing for the equipment.

14.3 Equipment rented from Telair. Where Telair rents equipment to You for a rental or periodic charge:

- (a) Telair (or its Supplier) owns the equipment at all times, and no title passes to You by paying rental charges;
- (b) the equipment may be new or reconditioned, and Telair does not warrant that it is new (this does not limit Your rights under the Australian Consumer Law);
- (c) risk passes to You on delivery, and You must keep the equipment in good working order at the agreed site, follow the manufacturer's instructions, not alter or add to it without Telair's consent, and, where Telair reasonably requires, insure it for its full value;
- (d) You must not sell, lease, charge, encumber or otherwise deal with the equipment, or represent it as Yours;
- (e) You must not remove or alter any serial number, label or mark on the equipment, or affix it to land or a building so that it becomes a fixture;
- (f) You must notify Telair promptly if the equipment is lost, stolen, damaged or destroyed, or if any person claims an interest in it;
- (g) You are responsible for loss of, theft of, or damage to the equipment while it is in Your possession or control (other than fair wear and tear or a fault in the equipment itself), and must pay Telair's reasonable repair or replacement cost; and
- (h) at the end of the rental period, or if the relevant Service or the Agreement ends, You must return the equipment to Telair (at Your cost, in good order except for fair wear and tear). Telair (and its representatives) may also enter Your premises on reasonable notice to inspect or repossess it. If You do not return it, You must pay Telair's reasonable replacement cost.

14.4 Optional buy-out of rented equipment. At the end of the rental period, Telair may (at its discretion) offer to sell rented equipment to You at a price Telair specifies. Telair is not obliged to offer a buy-out. If

Telair offers a buy-out and You pay the price in full, title passes to You on payment; otherwise Telair retains ownership and clause 14.3(h) applies.

14.5 Equipment provided at no charge (including network termination devices). Some Services are delivered using equipment (such as a network termination device or network boundary unit) that Telair, its Supplier or a carrier provides at no separate charge. For that equipment:

- (a) it remains the property of Telair, its Supplier or the carrier (as applicable), and no title passes to You;
- (b) You must take reasonable care of it, keep it powered and accessible where reasonably required, and not tamper with, move, alter or interfere with it;
- (c) You are responsible for loss of or damage to the equipment (other than fair wear and tear or a fault in the equipment itself) and must pay the reasonable repair or replacement cost; and
- (d) if the relevant Service is disconnected or the Agreement ends, You must, if asked, return the equipment to Telair, its Supplier or the carrier, and allow them reasonable access to recover it.

14.6 Personal Property Securities Act (PPSA).

- (a) This clause 14 may create a security interest for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA), including a purchase money security interest (PMSI) in equipment Telair supplies on retained-title terms and a security interest in equipment Telair rents to You (which may be a PPS lease). You consent to Telair registering its security interest on the Personal Property Securities Register, and You must do anything Telair reasonably requires to ensure the security interest is enforceable, perfected and otherwise effective.
- (b) To the extent permitted by the PPSA, You waive Your right to receive any notice or statement under the PPSA (including under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135, 142 and 143), and the parties agree that the provisions of the PPSA that may be excluded do not apply.
- (c) Neither party will disclose information of the kind described in section 275(1) of the PPSA except where required or permitted by the Agreement or by law.

14.7 Software. Telair grants You a non-exclusive, non-transferable licence to use any software Telair supplies solely for the purpose of using the Services, subject to any applicable third-party licence terms. You are responsible for obtaining (with Telair's prior written consent) and using any other software You need, which Telair does not support.

14.8 Customer equipment. You are responsible for any equipment You supply, including its compatibility, configuration and maintenance. Only equipment approved for connection to a telecommunications network in Australia may be connected to a Service.

15. Changes to this agreement and prices

15.1 Telair may vary the Agreement (including this SFOA, a Service Schedule, the Charges or a policy) as follows:

- (a) where the change benefits You, or has a neutral or only minor detrimental impact on You — the change takes effect when Telair gives You notice (which may be by email or by publishing it on Telair's website);
- (b) where the change has more than a minor detrimental impact on You — Telair will give You at least 21 days' notice, and You may cancel the affected Service, by notifying Telair within 42 days of the notice, without an Early Termination Charge for that cancellation. You must still pay usage and other Charges to the cancellation date and any unpaid equipment amounts (unless the equipment is not compatible with another supplier's service). For clarity, this right does not

reduce or refund any Early Termination Charge or other amount already incurred before the date of the notice, including where You had already given notice to cancel a Service; or

- (c) immediately, and without prior notice, where Telair is required to make the change by law or a regulator, or to pass through a change made by a wholesale or other third-party Supplier — and where such a pass-through has more than a minor detrimental impact on You, the cancellation right in paragraph (b) applies.

15.2 Charges may also change as set out in the applicable CIS or Service Schedule, and usage and third-party charges may change as those charges change.

16. Confidentiality and intellectual property

16.1 Confidentiality. You must keep confidential, and use only for the purposes of the Agreement, Telair's confidential information, including Telair's pricing, discounts, rates, service configurations, and commercial and technical information. This does not apply to information that is or becomes public (other than through Your breach), that You already lawfully knew, or that You are required to disclose by law.

16.2 Intellectual property. Telair owns all intellectual property rights in its networks, systems, Services and documentation, and in the way it configures and supplies the Services. Nothing in the Agreement transfers any of those rights to You, and You must not copy, reverse engineer or misuse them.

16.3 This clause continues after the Agreement ends.

17. General

17.1 Assignment. You may not assign, transfer or otherwise deal with Your rights or obligations under the Agreement without Telair's prior written consent (not to be unreasonably withheld). Telair may assign, novate or otherwise deal with its rights and obligations on notice to You, and may use Suppliers or subcontractors to perform the Agreement.

17.2 Force majeure. Telair is not liable for any failure or delay in performing its obligations caused by an event beyond its reasonable control, including natural disasters, fire, flood, storm, power or network failures, industrial action, or acts of government. Telair's obligations are suspended for the duration of the event.

17.3 Notices. A notice may be given personally, by prepaid post, or by email to the address last notified, and Telair may also give notices through the customer portal or by publishing them on its website where permitted.

17.4 Waiver and severance. A failure or delay by a party to exercise a right is not a waiver of that right. If a provision of the Agreement is or becomes invalid or unenforceable, it is severed and the remaining provisions continue in force.

17.5 Entire agreement. The Agreement is the entire agreement between the parties about its subject matter and supersedes all prior representations and understandings, except that nothing in this clause limits Your non-excludable rights (clause 10.1).

17.6 Governing law. The Agreement is governed by the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

17.7 Carrier status. You warrant that You are not a carrier or carriage service provider (as defined in the Act) unless You have told Telair. If You become one, You must promptly notify Telair.

17.8 Authorised persons (business customers). Where Telair needs Your consent or instructions, Telair may rely, in good faith, on the authority of any of Your employees or representatives who appears authorised to act on Your behalf.

17.9 Relationship. Nothing in the Agreement creates a partnership, agency, employment or joint venture between the parties beyond the supply arrangements it describes.

17.10 Your warranties. You warrant that the information You give Telair is true, accurate and complete, and that You have full authority to enter into the Agreement. You do not rely on any statement, representation or promise not expressly set out in the Agreement, except that nothing in this clause limits Your rights in respect of misleading or deceptive conduct under the Australian Consumer Law.

17.11 Each Service is independent. Although Telair may supply You with multiple Services as part of an overall solution, each Service is supplied, and the Agreement is enforceable, on its own merits. A right to suspend, cancel or obtain a remedy or release in respect of one Service (whether under the Agreement or at law) does not, of itself, give You any right to suspend, cancel, withhold payment for, or obtain a release from, any other Service, each of which continues on its terms. This clause does not limit Your rights under the Australian Consumer Law in respect of a particular Service.

17.12 Bundled pricing. Where a Service is supplied at bundled or discounted pricing that depends on You also taking another Service (for example, a failover SIM or a SIP service bundled with a data service), and that other Service ends for any reason, the bundled pricing ceases to apply. Telair may then continue the affected Service at its standard standalone pricing on notice to You (or, where the Service cannot be supplied on a standalone basis, cancel it). If You continue the affected Service on standard standalone pricing, no Early Termination Charge applies for moving off the bundled pricing. If instead You cancel the affected Service, an Early Termination Charge may apply where it is within its Minimum Term.

18. Definitions and interpretation

18.1 Definitions. In the Agreement, unless the context requires otherwise:

ACL means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

ACMA means the Australian Communications and Media Authority.

Act means the Telecommunications Act 1997 (Cth).

Agreement has the meaning given in clause 1.3.

Application or Service Order means the form (in paper or electronic form) by which You apply for Services and which Telair accepts, and includes any document a Service Schedule refers to as a Customer Application or Service Order.

Charges means all amounts payable for the Services and under the Agreement.

CIS means a Critical Information Summary for a plan.

Early Termination Charge means the charge payable on cancellation or termination of a Service within its Minimum Term, calculated as set out in Your Application and clause 8.6.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

IPND means the Integrated Public Number Database.

Master Services Agreement or master terms means this SFOA.

Minimum Term means the minimum contract period for a Service stated in the Application or CIS.

Numbering Plan means the Telecommunications Numbering Plan in force under the Act.

PPSA means the Personal Property Securities Act 2009 (Cth).

Privacy Act means the Privacy Act 1988 (Cth).

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Service Commencement Date means the date a Service is activated and ready for use, determined as set out in clause 8.1(b) and any applicable Service Schedule.

Service Schedule means a schedule that sets out terms for a particular Service.

Services means the telecommunications services Telair supplies to You under the Agreement, and does not include managed IT or professional services supplied under the Managed IT Master Services Agreement.

Supplier means a carrier, carriage service provider, network operator, or equipment or software supplier that Telair uses to supply the Services.

TCP Code means the Telecommunications Consumer Protections Code (C628), as in force from time to time.

Telair, we, us or our means Telair Pty Ltd ABN 92 119 713 745.

TIO means the Telecommunications Industry Ombudsman.

You or Your means the customer named in the Application.

18.2 Interpretation. In the Agreement: the singular includes the plural and vice versa; headings are for convenience only and do not affect interpretation; “includes” and similar words are not words of limitation; a reference to legislation includes any amendment, re-enactment or replacement of it and any instrument made under it; a reference to a document includes that document as varied or replaced; and a reference to “\$” or “dollars” is to Australian currency.