

- (a) All notices and other communications provided for or permitted under this Agreement or otherwise shall be sent by registered mail with postage prepaid, by hand delivery, email or by facsimile transmission as follows:
- (i) if to Wholesaler to the Manager, by email to admin@Wholesaler.com.au and by post to PO Box 717, Indooroopilly, Brisbane, Queensland, 4069 and to the registered address of that company, and by email to m.sparksman@Wholesaler.com.au ; or
 - (ii) if to Access Provider, to the person and address specified as the Contact Person for the Access Provider in the **Part 1 of the Reference Schedule**; or
 - (iii) if to Access Seeker, to the person and address specified as the Contact Person for the Access Seeker in the **Part 2 of the Reference Schedule**; or
 - (iv) to such other address or person as either party may specify by email or notice in writing to the other.
- (b) All such notices or communications shall be deemed to have been duly given or made:
- (i) 3 Business Days after being deposited in the mail with postage prepaid; or
 - (ii) when delivered by hand; or
 - (iii) if sent by email, when it is delivered to the recipients email server; or
 - (iv) if sent by facsimile transmission, on production of a report from the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

4. Definitions

In this Agreement, unless the context otherwise indicates, each of the following expressions shall have the meaning assigned to it below:

Accepting Orders	Means Wholesaler acceptance of orders for Retail Services to be enabled and maintained to particular addresses for Connected Premises.
Access Provider	Means the party specified in Part 1 of the Reference Schedule .
Access Seeker	Means the party specified in Part 2 of the Reference Schedule .
Advertise Access Seeker's Services	Means from time to time, that Wholesaler might: <ul style="list-style-type: none"> (a) publicly display and promote on the Wholesaler website and elsewhere that Access Seeker is willing to provide Retail Services to End Users connected on the Networks; (b) distribute to End Users a written notice or information about the availability of Retail Services in premises connected to which may be connected to the Networks and which advises that Access Seeker and other RSPs are willing to provide Retail Services to End Users; (c) distribute a circular or brochure (which may be provided by Wholesaler) to End Users advising that Access Seeker with other RSPs are willing to provide Retail Services to End Users; and (d) place a notice on any website(s) for premises connected or potentially to be connected to the Networks to advise End Users of: <ul style="list-style-type: none"> (i) the connection or potential of the Network to their

premises;

(ii) the web-links to Wholesaler website for information about available Retail Services;

(iii) how to get connected and Retail Services; and

(iv) contact details of Wholesaler and RSP including Access Seeker.

Aggregated Services	Means the aggregated local area residential broadband and voice access services and may include IP Transit services necessary for several parties, including Access Seeker, to deliver Retail Services to End Users using the Network Equipment of the RSP providing the access services.
Connected Premises	Means premises connected to the Networks.
Connecting Services to Premises	Means connect and maintain Retail Services to Premises for the benefit of Access Seeker
Downstream RSPs	Means RSPs that acquire Retail Services from either Access Seeker or Access Provider or who provides Retail Services to End Users via either one or both of them.
End Users	Means the residents, owners or occupiers of lots, dwellings, buildings, premises or areas connected or to be connected to the Networks
Fair Use Policy	Means the policy attached hereto in Annexure A or such other policy as Wholesaler may, from time to time and in its absolute discretion deem fit to notify to the Access Provider and Access Seeker and to other RSPs connected to the Networks.
Network or Networks	Means a superfast telecommunication network or networks owned or operated by Wholesaler and to which Connect Premises are provided with Retail Services.
Network Equipment	Means electronic equipment, lines, cables, racks, conduits and pits, poles, antennae, radio frequency and microwave dishes and other telecommunications facilities connected or to be connected to the Networks.
Network Services	Means the wholesale, open access services and Ethernet Bitstream Services products that are provided by Wholesaler to RSPs that connect to the Networks and which enable RSPs to provide Retail Services to End Users.
Rendering Invoices	Means render to the Access Provider, Tax Invoices for Aggregated Access Services.
Retail Services	Means voice, data, broadband, internet, content, security or other services by RSP.
RSP or RSPs	Means a Retail Service Provider or providers of Retail Services.
RSP Equipment	Means equipment of an RSP, Access Provider or Access Seeker which is connected to the Networks, Network Equipment or located in equipment racks, premises or property of Wholesaler.
Supporting Services	Means support for service difficulties including fault notification and rectification.
Unfair Use	Means a breach or default under the Fair Use Policy.

REFERENCE SCHEDULE

Part 1 - Access Provider

Name

ACN/ABN

Address

Contact Person

Mobile

Email

Postal Address

Part 2 - Access Seeker

Name

ACN/ABN

Address

Contact Person

Mobile

Email

Postal Address

Part 3 - Orders for Retail Services may be placed with Wholesaler by either:

Access Provider Only

Access Seeker Only

(Please tick whichever is appropriate to order Services from Wholesaler, but not both)

ANNEXURE A - FAIR USE POLICY

Any of the following actions, undertakings or omissions shall be deemed to be unfair uses and breaches of or defaults under the Fair Use Policy and this Agreement:

- (a) use of the Networks or any Network Equipment in a way that creates or increases or is likely to increase or create a risk to:
 - (i) the integrity or financial viability of the Network or any part of it as determined by Wholesaler;
 - (ii) the integrity of Network Equipment or any facilities of the RSP or any other Wholesaler RSP used in connection with the Wholesaler Network;
 - (iii) the quality of any product or service supplied by Wholesaler to any RSP; or
 - (iv) the health or safety of any person;
- (b) use of the Networks in a way that causes or may cause interference, disruption, congestion or, more generally, sub-optimal performance of the Network;
- (c) undertaking or attempting to disable, disrupt or interfere with the regular working of any Retail Services, Network Services or the Network, including, without limitation, via means of overloading it, denial of service attacks or flooding the Network;
- (d) probing, scanning or testing the vulnerability of a system on the Network or the Network generally;
- (e) breaching security or authentication measures for a Retail Service or the Network;
- (f) use of a Retail Service that relies on the Network Services as an input:
 - (i) to support substantial carrier or service provider data aggregation applications (such as backhaul for mobile base stations and multiplexed access systems and/or networks) that result in substantial and continuous network throughput;
 - (ii) to support connections for the purpose of providing or enabling carrier or service provider interconnection;
 - (iii) where the average download usage for RSP's Ordered Products using the Network exceeds 1,000GB of data in a calendar month;
 - (iv) where the average upload usage for RSP's Ordered Products using the Networks exceeds 400GB of data in a calendar month;
 - (v) in any other way which Wholesaler considers, acting reasonably, to be inappropriate or excessive, as notified by Wholesaler to RSP from time to time;
- (g) use of networking devices and plans intended to be used by End Users for residential, business or educational purposes within a single Premises only and the traffic volumes being managed or handled by the networking device do not exceed the traffic volumes that would reasonably be expected to be managed or handled by a networking device when used for residential, business or educational purposes within a single Premises only.

EXECUTED AS AN AGREEMENT

SIGNED by **LBNCo PTY LTD** by its authorised officer)
in accordance with Section 127(1) of the Corporations)
Act 2011 in the presence of:)

Witness

Name (print)

Date

Authorised Officer

Name and Position (print)

SIGNED by **FuzeNet Pty Ltd**)
(Access Seeker) by its authorised officer in the presence)
of:)
)

Witness

Name (print)

Date

Authorised Officer

Name and Position (print)

SIGNED by **LBNCo Pty Ltd**)
(Access Provider) by its authorised officer in the)
presence of:)
)

Witness

Name (print)

Date

Authorised Officer

Name and Position (print)
