

Additional Terms for Internet and Data Services

These Additional Terms apply in addition to, and must be read together with, the Truis Standard Terms and Conditions and the Additional Terms for Recurring Services and Subscriptions. The Agreement identifies when these Additional Terms apply.

1. SCOPE AND KEY TERMS

- 1.1 These Additional Terms apply to each Internet and Data Service identified in an Agreement.
- 1.2 In these Additional Terms, unless the context otherwise requires:
- Internet and Data Service** means an internet connectivity or data carriage service supplied by Truis and identified in the Agreement, excluding voice services unless expressly stated otherwise.
- Upstream Provider** means a carrier, carriage service provider, network operator, wholesale service provider or other third party used by Truis to supply an Internet and Data Service.
- 1.3 The Agreement identifies the Internet and Data Service, service location, technical parameters, charges and any applicable service levels or special conditions.

2. UPSTREAM PROVIDERS

- 2.1 Internet and Data Services may depend on networks, infrastructure and equipment operated or supplied by Upstream Providers.
- 2.2 The Customer must comply with any mandatory service-specific terms, acceptable use requirements, technical requirements or operational requirements of an Upstream Provider that Truis notifies as applying to an Internet and Data Service.

3. PROVISIONING AND SITE COSTS

- 3.1 Any provisioning or commencement date is an estimate unless the Agreement expressly states that it is a fixed date.
- 3.2 Provisioning is subject to service availability, feasibility, site access, available infrastructure, Upstream Provider acceptance and any required works or approvals. Truis may reject or vary an order if the relevant Internet and Data Service cannot reasonably be supplied at the nominated location.
- 3.3 If provisioning identifies additional Upstream Provider, infrastructure, installation, construction or other third-party work or charges that were not reasonably known when the Internet and Data Service was ordered, Truis will notify the Customer. Truis is not required to proceed until the Customer accepts any resulting material change to scope, timing or charges.
- 3.4 The Service Commencement Date is not delayed because the Customer has not begun using the Internet and Data Service, a related connection is delayed for reasons outside Truis' reasonable control, or the Customer has not completed any wider project or deployment that depends on it.
- 3.5 If the Customer cancels an Internet and Data Service after it has been ordered but before the Service Commencement Date, the Customer must pay any non-cancellable or reasonably committed Upstream Provider, equipment, infrastructure, installation, construction or other

third-party costs incurred by Truis in connection with the order.

4. CUSTOMER PREMISES AND ACCESS

- 4.1 The Customer must:
- (a) provide accurate site, contact and technical information reasonably required to provision and support the Internet and Data Service;
 - (b) obtain any landlord, building owner, site, regulatory or other approval required for installation or operation of the Internet and Data Service;
 - (c) provide Truis, the Upstream Provider and their authorised contractors with safe and timely access to relevant premises, equipment and personnel where reasonably required to install, maintain, repair, replace or remove equipment or provide the Internet and Data Service;
 - (d) provide any suitable space, power, cooling, earthing, cabling and physical security reasonably required for equipment used to provide the Internet and Data Service; and
 - (e) ensure cabling for which the Customer is responsible is installed by an appropriately registered or licensed person and complies with applicable laws and standards.
- 4.2 Truis is not responsible for a failure or delay in provisioning or providing an Internet and Data Service to the extent caused by the Customer's premises, environment, equipment, information, configuration, failure to provide access or failure to meet its obligations under this clause.

5. NETWORK INTEGRITY

- 5.1 The Customer must not use, or permit an Internet and Data Service to be used, in a way that materially threatens or interferes with the integrity, security, availability or operation of an Upstream Provider's network or another service supplied over that network.

6. IP ADDRESSES AND NETWORK RESOURCES

- 6.1 Any IP address, numbering resource, domain name or other network resource allocated to the Customer as part of an Internet and Data Service does not become the property of the Customer unless expressly agreed otherwise in the Agreement.
- 6.2 An IP address or other Upstream Provider-controlled network resource may be changed, withdrawn or reallocated where reasonably required by Truis, the applicable Upstream Provider or law.
- 6.3 On termination or expiry of the relevant Internet and Data Service, the Customer must cease using and relinquish any IP address or other network resource allocated as part of that service where requested by Truis or the applicable Upstream Provider.

7. FAULT REPORTING AND ESCALATION

- 7.1 The Customer must report faults to Truis and must not contact an Upstream Provider directly in relation to an Internet and Data Service unless authorised by Truis.
- 7.2 Before reporting a fault, the Customer must take reasonable steps to determine whether it is caused by the Customer's equipment, software, internal network, cabling, power supply, configuration or another service not supplied by Truis.
- 7.3 The Customer must provide timely access, information and reasonable assistance required by Truis, the Upstream Provider or their contractors to investigate and rectify a fault.
- 7.4 Truis will use reasonable efforts to investigate, report and escalate faults to the applicable Upstream Provider and manage the fault in accordance with any applicable service level agreement.
- 7.5 The Customer must pay Truis's reasonable costs, including Upstream Provider charges, incurred investigating or rectifying a reported fault to the extent the fault is caused by the Customer, its users, its premises or environment, or equipment or services not supplied or managed by Truis or the applicable Upstream Provider.

8. INTERNET SERVICE PERFORMANCE AND CARRIER CREDITS

- 8.1 Unless expressly guaranteed in an applicable service level agreement or Agreement, service speeds, throughput, latency and restoration times are indicative only.
- 8.2 Actual performance may be affected by matters outside Truis's reasonable control, including the access network, network congestion, Upstream Provider networks, the Customer's equipment and internal network, the destination network or service, and other third-party infrastructure.
- 8.3 Where a failure to meet a service level is caused by or arises from an Upstream Provider or its network, any service credit, rebate or other remedy is limited to the corresponding credit, rebate or remedy made available to Truis by the Upstream Provider, unless the applicable service level agreement or Agreement expressly states otherwise.
- 8.4 Subject to any right or remedy that cannot lawfully be excluded, an applicable service credit or rebate is the Customer's sole monetary remedy for failure to meet the relevant service level.

9. UPSTREAM PROVIDER EQUIPMENT

- 9.1 Equipment installed or provided by an Upstream Provider remains the property of the Upstream Provider unless expressly sold to the Customer.
- 9.2 The Customer must take reasonable care of Upstream Provider equipment, keep it secure and free from encumbrances, not move, modify, sell, dispose of or interfere with it without approval, and provide reasonable access to inspect, maintain, repair, replace or recover it.
- 9.3 The Customer is responsible for loss of or damage to Upstream Provider equipment while at its premises or under its control, except for fair wear and tear or damage caused by Truis, the Upstream Provider or their personnel.
- 9.4 On expiry or termination of the relevant Internet and Data Service, the Customer must make Upstream Provider equipment available for collection or return it as reasonably directed by Truis.

10. REGULATORY REQUIREMENTS AND COMMUNICATIONS DATA

- 10.1 Truis and the Customer must each comply with the telecommunications laws, industry codes, standards and regulatory requirements that apply to their respective activities in connection with an Internet and Data Service.
- 10.2 The Customer acknowledges that Truis, an Upstream Provider or another upstream supplier may be required by law or a lawful direction of an authorised agency or regulatory authority to monitor an Internet and Data Service, intercept communications, retain communications data, block or restrict traffic, preserve information or disclose information.
- 10.3 Truis may take action reasonably necessary to comply with a requirement referred to in clause 10.2, including referring a request to an Upstream Provider or restricting an affected Internet and Data Service.
- 10.4 The Customer acknowledges that Truis may provide an Upstream Provider with information reasonably required to provision, supply, support, secure, maintain and bill an Internet and Data Service.
- 10.5 Nothing in these Additional Terms transfers to the Customer an obligation that applicable law requires Truis to perform as a carrier, carriage service provider or telecommunications service provider, or makes Truis responsible for an obligation that applies independently to the Customer.

11. RELATIONSHIP WITH OTHER TERMS

- 11.1 These Additional Terms address matters specific to Internet and Data Services. The Standard Terms and Conditions and the Additional Terms for Recurring Services and Subscriptions continue to apply.
- 11.2 If these Additional Terms and the Additional Terms for Recurring Services and Subscriptions deal inconsistently with the same matter, these Additional Terms prevail only to the extent of the inconsistency and only in relation to the affected Internet and Data Service.
- 11.3 Nothing in these Additional Terms excludes or limits a right, guarantee, remedy or liability that cannot lawfully be excluded or limited.