



MASTER SERVICES AGREEMENT

ABOUT

Caznet Pty Ltd (“We”, “Us”, “Our”, “Caznet”) is a supplier of telecommunication and information technology products and services.

The Client (“You”, “Your”) wishes to order products and services from Caznet Pty Ltd and does so on the terms and conditions specified in this Agreement. Additional terms and conditions may be specified in Service Orders executed by the Client and these shall be incorporated into this Agreement.

This Agreement replaces any previous version of itself and/or equivalent Agreements including our Standard Form of Agreement previously entered into by the Client and/or Us. We may amend this Agreement from time to time by publishing a new version on our website.

THE AGREEMENT

1. SERVICE ORDERS

- 1.1. Upon request, We will provide the Client with Service Orders setting out the specific terms and conditions that shall apply to products and services the Client wishes to acquire from Us. Those terms and conditions shall be binding upon the Client and Us in addition to the terms and conditions set out herein which shall also be binding.
- 1.2. Each Service Order executed by both parties constitutes a separate contract between Caznet Pty Ltd and the Client.
- 1.3. Where any conflict occurs between a Service Order and any other part of this Agreement, the conflicting provision shall, where possible, be read down to resolve such conflict. If the conflict remains incapable of resolution by reading down, the conflicting provisions shall be severed from the Service Order without otherwise diminishing the enforceability of the remaining provisions of this Agreement.
- 1.4. By executing a Service Order the Client warrants that the information in the Service Order is true, accurate and complete and acknowledges that We may rely upon it and that the Client is making a binding offer to acquire the products and services as set out in the Service Order, which We may accept or decline at our discretion.
- 1.5. Caznet Pty Ltd may, at its discretion, conduct any credit worthiness checks regarding the Client. The Client authorises Caznet Pty Ltd to make all enquiries reasonably necessary to determine the Client’s credit worthiness by requesting information from banks, credit agencies and other financial institutions. If We are, in Our reasonable opinion, unsatisfied with the Clients credit worthiness after conducting these checks We may terminate or refuse to provide a Service Order.
- 1.6. We reserve the right to conduct feasibility studies, surveys or other service qualifications following execution of the Service Order. In the event We discover that the provision of the products or services will, in Our opinion, be uneconomic, We may terminate a Service Order or any part of it by giving the Client written notice.
- 1.7. We may, at our discretion, provide products and services at your written request without a formal Service Order. In this case, the correspondence between the Client and Us will form a Service Order, is considered executed by the Client (and Us when we provide the products or services), is binding upon both the Client and Us, and will function in the same way.

2. SUPPLY OF PRODUCTS AND SERVICES

- 2.1. Caznet Pty Ltd will make available to the Client the products and services as specified in the Service Order on the terms and conditions specified in this Agreement and any documents incorporated into this Agreement and the Service Order by reference upon execution of the Service Order.
- 2.2. If the Service Order specifies a Contract Term or Minimum Term ("Term"), the Client agrees to acquire the products and services specified in the Service Order for at least that length of time and acknowledges that the total amount payable pursuant to the Agreement becomes a debt payable to Caznet Pty Ltd at the time the Service Order is executed which may be paid in equal monthly instalments throughout the Term. If no Minimum Term or Contract Term is specified on the Service Order, the Term is 36 months.
- 2.3. The Term begins on the date that We consider the product or service as ready for the Client to use.
- 2.4. The services will be subject to the service levels specified in the relevant Service Orders. The Clients sole remedy for breach of the service levels shall be the rebates specified or referred to in the Service Order. If no service levels are explicitly specified in the Service Order, none apply.
- 2.5. The Client agrees and acknowledges that if Caznet Pty Ltd acquires products or services from a third party carrier (as defined under the Telecommunications Act 1997 (Cth)), the Client will comply with all reasonable directions of Caznet Pty Ltd as is necessary for Us to comply with Our obligations under any agreement with that carrier.

3. OBSOLETE PRODUCTS AND SERVICES

- 3.1. We regularly change the products, services and pricing that we offer to our Clients. When any applicable Term expires, we may (although we are not obliged to do so) continue to provide a product or service to you in accordance with the same Service Order that applied during the Term, even where we no longer offer that product, service or pricing to new Clients.

4. PAYMENT AND PAYMENT TERMS

- 4.1. The Charges for each product or service will apply on and from the start of the Term and it is the Clients responsibility to ensure it is fully ready to accept delivery of the products and services on that date.
- 4.2. The Client agrees to pay the Charges at the rate and in the manner specified in the Service Orders.
- 4.3. All fixed price and recurring fee products and services must be paid for in advanced. Any usage-based charges must be paid for in arrears.
- 4.4. Unless otherwise agreed, all Charges must be paid within 14 days of Caznet Pty Ltd issuing an invoice to the Client. The Client is not entitled to offset any amounts payable whether under any other agreement, counterclaim or otherwise.
- 4.5. If the Client disputes the whole or any portion of the amount claimed in an invoice submitted by Caznet Pty Ltd, the Client must pay the undisputed amount by the due date and notify Us in writing (within 28 days of the receipt of the invoice) of the reasons for disputing the amount. No amounts can be disputed by the Client more than 28 days after an invoice is issued.
- 4.6. The Charge are exclusive of taxes, duties and charges imposed or levied in Australia by a competent government body in connection with the supply of the products and services. The Client is liable for any new taxes, duties or charges imposed by those government bodies subsequent to the date of this Agreement and the Service Order in respect of the products or services.
- 4.7. The Client is responsible for payment of all usage of the products and services (including but not limited to Internet and Network bandwidth, compute, storage and other resources) as determined by Us based on Our monitoring irrespective of if that usage was authorised by the Client.
- 4.8. Without limitation to any other rights or remedies of Caznet Pty Ltd, if the Client fails to pay any amount payable by it under this Agreement by the due date shown on the invoice, We shall be entitled, but not obliged, to:
 - 4.8.1. Suspend the provision of Services upon giving the customer 7 days written notice; and/or
 - 4.8.2. terminate this Agreement; and/or

- 4.8.3. charge the Client interest on the overdue amount from 21 days after the due date up to the date of actual payment, after as well as before judgement, at the rate of 5% per annum; and/or
- 4.8.4. refer the Client to a debt collection agency and list the Client with a credit reference agency; and/or
- 4.8.5. charge a delinquency fee of up to 10% of the unpaid amount or \$220.00, whichever is the lesser amount.

5. ACCESS

- 5.1. The Client shall provide Caznet Pty Ltd and its suppliers, contractors, agents and employees with full, safe and uninterrupted access to the Client's premises (including via remote access) as may reasonably be required for the purpose of installing and maintaining the products and services. The premises must be safe and comply with all occupational health and safety laws.

6. PUBLICITY

- 6.1. We may publish or refer to the Client as a customer of Caznet Pty Ltd in any press release, marketing, sales or financial material or reports. We may identify You by use of trading names, legal names, commonly known names and logos.

7. END USERS

- 7.1. End Users are individuals or entities that are authorised by You or able, as a result of Your action or inaction, to use the products and services and may include, but are not limited to, Your employees, consultants, contractors, agents and third parties with which You transact business or offer the products and services to.
- 7.2. You are solely responsible for Your End Users and their use of the products and services.

8. INSURANCE

- 8.1. Caznet Pty Ltd and any contractors or sub-contractors working on behalf of Caznet Pty Ltd will take out and maintain all insurance policies relevant to Our business in relation to the products and services.
- 8.2. The Client will take out and maintain all insurance policies relevant to its use of the products and services.

9. CONFIDENTIALITY

- 9.1. A party to this Agreement will not, without prior written approval of the other party, disclose the other party's Confidential Information.
- 9.2. A party will not be in breach of 9.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.
- 9.3. Each party will take all reasonable steps to ensure that its employees, consultants, contractors, subcontractors and agents engaged for the purposes of this Agreement do not make public or disclose the other party's Confidential Information.

10. RIGHTS NOT TO BE ASSIGNED

- 10.1. No party to this Agreement will assign, novate or otherwise transfer all nor any part of its rights or obligations under this Agreement without the prior written consent of the other party.

11. LIABILITY AND INDEMNITY

- 11.1. No party to this Agreement shall be liable to any other party for indirect or consequential loss or damages (including but not limited to loss of business profits, business interruption, loss of business information, data, goodwill or other non-pecuniary loss) arising out of or in connection with this Agreement or the provision of the Services, whether arising from negligence, breach of contract or otherwise

- 11.2. You indemnify Caznet Pty Ltd against any claim, demand, suit, loss, proceedings and disbursements made against Us by a third party relating to Your use of the products and services and You shall indemnify Us for any damages, fees, costs, disbursements awarded against Us as a result of any Claim. This indemnity is a continuing indemnity and shall not be terminated in any event including but not limited to termination or expiry of this Agreement.
- 11.3. No action, regardless of form, arising out of any alleged breach of this Agreement or obligation may be brought by any party to this agreement more than twelve months after the cause of action has occurred.

12. TERMINATION AND EXPIRY

- 12.1. Upon expiry of this Agreement, it shall automatically renew (and all current Service Orders shall be renewed) for successive periods of 30 days until either party to the Agreement gives 30 days' notice that it wishes to terminate this Agreement.
- 12.2. The Client may terminate this Agreement during the Term if Caznet Pty Ltd is in material breach of its obligations herein or is unable to provide the Services due to a Force Majeure Event, for a period of more than 30 days.
- 12.3. Without limiting any other clause in this Agreement, Caznet Pty Ltd may terminate this Agreement immediately by notice during the Term if:
- 12.3.1.the Client is in breach of any term of this Agreement and such breach is not remedied within 30 days of the Client being notified of the breach;
 - 12.3.2.the Client or its End Users remain in breach of acceptable use policies or other policies of Caznet Pty Ltd provided by Us from time to time after 30 days of notification of the breach;
 - 12.3.3.the Client suffers or threatens to suffer an Insolvency Event;
 - 12.3.4.the Client, being a partnership, dissolves or threatens to dissolve or is in jeopardy of dissolving;
 - 12.3.5.the Client, being a natural person, dies;
 - 12.3.6.the Client or its End Users fails to obtain or renew or are in breach of (as the case may be) any law, regulation, license or directive of any competent authority relevant to its use of the products or services;
 - 12.3.7.the Client ceases or threatens to cease conducting business;
 - 12.3.8.if a supplier of products and services to Caznet Pty Ltd suspends, cancels, terminates or does not renew its supply of products or services to Us (through no fault of Ours), and as a result, impairs or prevents Us from delivering the products and services;
 - 12.3.9.a Force Majeure Event occurs for more than 30 days;
- 12.4. If Caznet Pty Ltd terminates this agreement pursuant to 12.3, We may in addition to terminating the Agreement:
- 12.4.1.retain all or a portion of any amounts paid to cover any unpaid Charges;
 - 12.4.2.charge a reasonable sum for any work performed that has not yet been Charged;
 - 12.4.3.be discharged from any further obligations under this Agreement;
 - 12.4.4.be entitled to payment of all and any monies owing by the Client under this Agreement;
 - 12.4.5.be entitled to the return of any equipment provided to the Client to provide the products and services;
 - 12.4.6.repossess and/or resell any products or services in respect of which the Client has not paid Us for in full;
 - 12.4.7.pursue any additional or alternative remedies provided by law or equity;
- 12.5. If this Agreement is terminated before the expiry of the Term We may charge a cancellation fee calculated by multiplying the number of months remaining in the Term by the average fixed charges. The parties agree that this is not a penalty but an accurate estimate of the loss and damage that We will suffer as a result of the early termination of this Agreement for which the Client is liable.
- 12.6. The Client acknowledges that Caznet Pty Ltd may obtain products and services from third parties in order to provide the products and services specified in the Service Order. The Client further acknowledges that We will suffer loss and damages which We will hold the Client liable for if the Client wishes to vary or cancel the products and/or services specified in the Service Order during the Term.

13. FORCE MAJEURE

- 13.1. Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, terrorism, loss of mains power or network connectivity, epidemics, localised disease outbreak, governmental action, fire, earthquake or other disasters ("Force Majeure Event").
- 13.2. If a party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event for a period of at least 14 days, the other party may terminate this Agreement by giving 30 days written notice to the other provided that if the Client terminates this Agreement it shall pay to Us a fair and equitable charge for the work performed and products and services provided by Us to the date of termination. Termination of this Agreement under this clause will not prejudice the rights of either party against the other in respect of any matter or thing occurring under this Agreement before its termination.

14. FAILURE TO ENFORCE NOT TO AFFECT VALIDITY

- 14.1. The failure of either party to this Agreement to enforce any of the provisions of this Agreement or any rights in respect hereto or to exercise any election herein provided will not be a waiver of those provisions, rights or elections or affect the validity of this Agreement.

15. NOTICES AND VARIATIONS

- 15.1. Any notice required to be given under this Agreement may be delivered in person, sent by email or sent by registered post to the other parties address as set out below:

To Caznet:	By Email:	caznet@caznet.com.au
	By Post:	GPO Box 2409, Adelaide SA 5001
	In Person:	Level 1, 172 Morphett Street, Adelaide SA 5000

To the Client:	By Email:	The email addresses listed in the Service Order
	By Post:	The postal address listed on the Service Order
	In Person:	The physical address listed on the Service Order

- 15.2. Notices will be deemed to be received:

15.2.1. In the case of personal delivery, when delivered;

15.2.2. If sent by email, upon receipt;

15.2.3. If sent by registered post, five business days after being posted.

- 15.3. This Agreement may also be referred to as Our "Standard Form of Agreement" or "Standard Terms & Conditions".

16. SUBCONTRACTORS

- 16.1. Caznet Pty Ltd may, without the consent of the Client, engage a third party to assist in or take over the responsibility of the provision of part or all of the products and services.

17. COOPERATION

- 17.1. All parties agree to co-operate and work with each other in good faith to enable the effective delivery and performance of the products and services. This includes the Client making available information, decisions and processes as may reasonably be required to facilitate Us in implementing and delivering the products and services in accordance with this Agreement.

- 17.2. Each party will sign all documents and do all things necessary or desirable to give effect to this Agreement.
- 17.3. Each party will pay its own costs in relation to the preparation, negotiation and execution of this Agreement.
- 17.4. In addition to and notwithstanding any other obligation under this Agreement, each party will, to the extent practical, cooperate with the other party in the pursuit of the other party's business objectives relevant to this Agreement.
- 17.5. The Client agrees to follow any procedures and directions and technical specifications provided by Caznet Pty Ltd regarding the use of the products and services from time to time.

18. GOVERNING LAW AND JURISDICTION

- 18.1. This Agreement is governed by the laws of South Australia.
- 18.2. All parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia.

19. WHOLE AGREEMENT

- 19.1. There are no conditions, warranties or other terms affecting the arrangements between parties other than those referred to in this Agreement and the Service Orders or other documents referred to in this Agreement and the Service Orders. This Agreement contains the whole of the contract between the parties and supersedes all prior agreements and understandings, if any, with respect to the products and services and transactions contemplated herein.

20. SURVIVABILITY

- 20.1. Subject to any provisions to the contrary, this Agreement will endure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns or receivers but will not endure to the benefit of any other person or entity.
- 20.2. The covenants, conditions and provisions of this Agreement which can have effect after the expiration or termination of this Agreement will remain in full force and effect following the expiration or termination of this Agreement.

21. SEVERANCE

- 21.1. If any part of this Agreement is legally unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

22. NO PARTNERSHIP OR MERGER

- 22.1. Nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationship of employer and employee, franchise, agency or principal and agent or otherwise create any relationship other than that of seller and purchaser.

23. NO COMPETE

- 23.1. The Client must not knowingly use any product or service provided by us under any Service Order for the purposes of marketing to, selling to or otherwise engaging with Our existing or prospective clients in a manner which is in competition with Us without Our written permission.
- 23.1.1. An existing client is any entity (or related entities) We have issued an invoice to in the previous 12 months.
- 23.1.2. A prospective client is any entity (or related entities) We have engaged in a sales discussion about Our products and services in the previous 3 months.

24. FAULT REPORTING AND RECOVERY

- 24.1. The Client must report any faults in relation to the products and services to the Caznet support team using the contact details listed on Our website as soon as reasonably practicable after it becomes aware of them.

- 24.2. Before reporting a fault, the Client must take all reasonable steps to ensure that the fault is with the product or service We provide and not caused by any equipment, software and services owned or under the control of the Client that are not supplied by Us.
- 24.3. If no timeframe for resolution of a particular fault is specified in the Service Order then We will use reasonable efforts to rectify that fault within a reasonable time.
- 24.4. We are not responsible for rectifying faults where the fault arises in or is caused by a third party product or service outside of Our reasonable control, but We will request that third party rectify such faults.
- 24.5. The Client is responsible for repairing faults relating to or caused by equipment, software and services owned or under the control of the Client that are not supplied by Us.
- 24.6. The Client is liable for all costs incurred by Us in restoring a service where the fault arises as a result of:
- 24.6.1.any equipment, software and services owned or under the control of the Client that are not supplied by Us;
 - 24.6.2.defects in equipment, software and services owned or under the control of the Client that are not supplied by Us; or
 - 24.6.3.any act or omission of the Client or any of its End Users, employees, consultants, contractors, agents or representatives.

25. YOUR DATA

- 25.1. Where we store or archive Your Data:
- 25.1.1.We will maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the data;
 - 25.1.2.We will not modify, disclose or access the data (except as required to provide the products and services) without Your written permission unless compelled by law to do so;
 - 25.1.3.upon Your written request, we will provide You with a copy of Your Data in whatever form reasonably determined by Us to be appropriate subject to Your agreement to pay Our reasonable costs associated with providing the data to You;
 - 25.1.4.We cannot be held responsible for access that is gained to Your Data through systems or mechanisms that are, in one way or another, under Your control;
 - 25.1.5.We acquire no right, title or interest in Your Data including any intellectual property rights;
 - 25.1.6.You are solely responsible for maintaining backups of Your Data.

26. PROPRIETARY RIGHTS

- 26.1. We reserve all rights, title and interest in the products and services including all related intellectual property rights. No rights are granted to You other than those expressly set forth in this Agreement.
- 26.2. We shall have free rights to use and exploit at our discretion any suggestions, ideas or feedback You provide Us.

27. WARRANTIES AND DISCLAIMERS

- 27.1. Caznet Pty Ltd makes no representations and gives no warranties, guarantees or undertakings concerning the performance of the products and services, except as expressly set out in this Agreement and/or the Service Orders. All other warranties, express or implied, by statute or otherwise (including but not limited to the warranties of merchantability, fitness for a particular purpose, and satisfactory quality) are excluded from this Agreement, to the fullest extent permitted by law.
- 27.2. Each representation, condition, indemnification or warranty alleged to be made by Us but not expressly contained in this Agreement is excluded unless it is unlawful to do so.

28. DISPUTES AND REMEDIES

- 28.1. The parties agree to use reasonable efforts to resolve any dispute that may arise under this Agreement through good faith negotiations.

28.2. A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute (notice of dispute). If within ten days of receipt of a notice of dispute, the parties have not resolved the dispute, the dispute must be escalated to the chief executive or equivalent of the Client and a director for Caznet Pty Ltd.

28.3. The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen.

29. LABOUR AND CHARGES

29.1. Unless otherwise specified in a Service Order or agreed in writing, any labour required of us to provide the products and services will be conducted during Business Hours.

29.2. We may, at our discretion and after the Term, increase or decrease the Charges for products and services in line with changes in the Australian Consumer Price Index and changes in pricing from our suppliers. We will not increase rates more than the CPI or increase in charges from our Suppliers.

29.3. Any product or service supplied by Us at Your request which does not have pricing explicitly defined in the Service Order is subject to be charged at Our standard rates as specified in Our price book published by Us from time to time or as negotiated in writing.

29.4. Where alerted by monitoring, or when necessary for security reasons, We may perform mandatory services at Your expense without Your prior approval, such as system hardening, software reconfiguration or modification of third party or Client software, for example to seek to address security vulnerabilities. The Client will be advised as soon as is reasonably practicable. We will use reasonable efforts to minimise costs to the Client, including performing the services within Business Hours where that is reasonably practicable and any such delay does not compromise either security or the functionality of Caznet or Caznet Client systems.

30. OWNERSHIP

30.1. All physical or otherwise componentry and licensed or unlicensed software and infrastructure used by Us to provide the products and services to You (including but not limited to Computers, Servers, Routers, Switches, Storage Devices, IP Addresses and materials) remain Our property.

30.2. This Agreement does not entitle you to access the infrastructure used to provide You with Services beyond the level we deem necessary and appropriate unless otherwise agreed in writing.

30.3. Any Caznet network address space assigned by Us to the Client is not portable and must be returned to Us immediately if Caznet suspends or discontinues supply of the products or services.

30.4. Where Caznet allots any internet protocol numbers to the Client in connection with a product or service, the Client may only use such internet protocol numbers in connection with that product or service. If the Client or Caznet suspends or discontinues the use or supply of a product or service for whatever reason, the Client's right to use such internet protocol numbers will cease and We may reallocate such numbers as We see fit.

31. MAINTENANCE & SUSPENSION

31.1. We may perform scheduled and unscheduled maintenance or perform updates in relation to Our Infrastructure, the products and services or third party software from time to time.

31.2. We will use reasonable efforts to give the Client notice in accordance with the Service Order before undertaking any scheduled maintenance that may impact upon the Client and will use reasonable endeavours to perform all scheduled maintenance at times likely to minimise interference to the Client. If We are required to perform unscheduled or urgent maintenance, then We will use reasonable efforts to provide prior notice to the Client however the Client accepts that such prior notice may not always be possible.

31.3. We may, upon reasonable notice taking into account the urgency of the circumstances, without liability suspend the product or service for as long as We, acting reasonably, considers necessary to comply with any law, protect the health and safety of any

person, equipment or enable authorised persons to attend to any emergency.

32. SECURITY

32.1. We may provide You and Your End Users with credentials to access products and services We provide.

32.1.1. You agree that use of those credentials will be considered by Us as Your authorisation of the actions and subsequent usage and/or consumption initiated using those credentials.

32.1.2. You are responsible for ensuring the security and protection of any credentials We provide to You and Your End Users.

32.2. You must provide and maintain Your own network and network security

33. USAGE CALCULATIONS

33.1. Where products and services are subject to usage Charges and limitations:

33.1.1. The usage over any period shall be determined by Us.

33.1.2. Our calculations shall be based on Our monitoring and data. They will be considered final and binding upon both You and Us.

33.1.3. Our calculations will include usage caused by You and Your End Users irrespective of if You authorised the usage.

34. ACCEPTABLE USE

34.1. You and Your End Users must not act recklessly or irresponsibly in using our products and services or by Your actions endanger any person or the integrity of Our network, systems or equipment.

34.2. You must not use, attempt to use, or authorise, aid, abet, encourage, allow or incite any other person or entity to use or attempt to use the products or services:

34.2.1. for any illegal conduct or in an illegal manner;

34.2.2. for any purpose stated to be prohibited in Your Service Order;

34.2.3. in any manner that may cause death or personal or property injury;

34.2.4. to store or distribute any copyright material which is subject to a third parties property rights unless you have a lawful right to do so;

34.2.5. in any manner which is defamatory, abusive, menacing, threatening, harassing, offensive, violates privacy, or incites violence or hatred towards any person or class of persons, or which could give rise to civil or criminal proceedings;

34.2.6. in any manner which is illegal, fraudulent or otherwise prohibited by Commonwealth or State law;

34.2.7. to store or distribute any content which is restricted, prohibited or otherwise unlawful under Commonwealth or State law;

34.2.8. to make inappropriate contact with minors;

34.2.9. to provide unrestricted access to content that is inappropriate to minors;

34.2.10. to do anything which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Internet, Our products and services, networks and systems;

34.2.11. to access, monitor, use, control, probe, scan, make modifications to, or otherwise interfere with, any other person or entities equipment or systems without lawful authority to do so;

34.2.12. to access, download, store or distribute any harmful programs or material;

34.2.13. in any way contrary to the Spam Act 2003 (Cth);

34.2.14. in any way which could reasonably be regarded as excessive, unreasonable, unusual or non-ordinary use;

34.3. We may restrict, suspend or cancel Your products and services if there are reasonable grounds to suspect that you or Your End Users are using the service in an unacceptable manner.

35. INTERPRETATION

35.1. In this Agreement, unless otherwise indicated by the context:

35.1.1. **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Adelaide, South Australia;

35.1.2. **Agreement** means this Master Service Agreement and its Schedules (including any Service Orders agreed upon from time to time by the parties);

35.1.3. **Charges** means the fees payable by the Client to Caznet Pty Ltd, based on the prices and rates set out in the Service Orders;

35.1.4. **Confidential Information** of a party means all information which is, or may be, proprietary to that party, or commercially sensitive, and includes, but is not limited to, computer data and personal data including names, addresses, personal, medical or business affairs of persons associated with that party and information relating to the organisation, methods, administration, operation, business affairs, services provided by or to third parties, or financial or commercial arrangements of that party, or persons associated with the party and information of any nature, technical or otherwise, relating to any product or process in which the party or persons associated with the products or services on behalf of the party are involved.

35.1.5. **Insolvency Event** means in relation to a party:

35.1.5.1. a receiver, receiver and manager, trustee, administrator, other controller (as defined in the Corporations Act 2001 (Cth)) or similar official is appointed over any of the assets or undertakings of the other party;

35.1.5.2. the party suspends payments of its debts generally;

35.1.5.3. the party is or becomes unable to pay its debts when they are due;

35.1.5.4. the party is insolvent within the meaning of the Corporations Act 2001 (Cth);

35.1.5.5. the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of its credits or any class of them;

35.1.5.6. the party ceases to carry on business or threatens to do so;

35.1.5.7. a resolution is passed, or any steps are taken, to appoint and administrator;

35.1.5.8. an application or order is made for the winding up or dissolution of the other party;

35.1.6. **Party** means either the Client or Caznet Pty Ltd as the context dictates and includes a permitted substitute or permitted assign of each entity

1.1.1. **Commencement Date** means the date on which this Agreement comes into force between the parties, which will typically be the date on which a contract was formed through offer, acceptance and consideration. Commencement Date may be defined otherwise in any document which incorporates these terms and conditions.

1.1.2. **Your Data** means all electronic data or information submitted or transferred by You to the products or services.

1.1.3. **Product or Service (or product or service)** means a product or service made available by Caznet Pty Ltd to the Client pursuant to this Agreement more particularly specified in the Service Order and includes without limitation any equipment, wires, cables, ports, switches, routers, cabinets, racks and any other hardware and telecommunications equipment and services.

1.2. In this Agreement, unless otherwise indicated by the context:

1.2.1. words importing the singular include the plural and vice versa;

1.2.2. capitalisation is for readability only and do not affect interpretation of this Agreement;

1.2.3. headings are for convenience only and do not affect interpretation of this Agreement;

1.2.4. where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

1.2.5. an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

1.2.6. a reference to a statute, statutory provision or regulation includes all amendments, consolidation or replacements thereof;

1.2.7. a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

1.2.8. a provision of this agreement will not be interpreted against a party just because that party prepared the provision;

1.2.9. the words "include", "includes", "included", "including" and similar are not words of limitation;

1.2.10. a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally.