

1. GENERAL TERMS AND CONDITIONS

These General Terms of Service constitute the agreement ("Agreement") between Cans on a String service ("Service") and the customer ("Customer"). This Agreement governs both the Service and any devices and equipment including terminal adapters and broadband terminals ("Equipment") used in conjunction with the provision of Cans on a String Service. By activating the Service, the Customer acknowledges having read and understood, and the Customer agrees to the terms and conditions of this Agreement, and the Customer represents being of legal age to enter this Agreement and become bound by its terms. This Agreement covers all types of Customers using the Service and there are additional and separate terms and conditions for DSL Services which should be read in conjunction with this general Agreement subject to individual applicability.

2. CALL CHARGES, RATES AND FEES

- i) All rates and fees are in Australian dollars.
- ii) All rates and charges are ex GST unless specified differently.
- iii) Prices quoted do not include any onsite costs unless specified.
- iv) Call charges shall apply for any answered call whether the called party is an answering machine, disconnected service, wrong number, service switch-off announcement or actual conversation. The call charge begins when the call is answered and ends when the call is terminated.
- v) All Equipment quoted is ex Cairns at Cans on a String. Customer is responsible for paying freights from Cairns to site unless agreed separately.
- vi) Cans on a String will conduct a rate review every twelve months and will advise the Customer any variation of the call rate within two (2) working days notice before the rate change takes effect. The continuation of the use of the Service constitutes an acceptance of the revised call rates.

3. SERVICE PROVISION

- i) Cans on a String agrees to supply the Customer and the Customer agrees to acquire the Service and / or Equipment conditions posted on set out in this Agreement.
- ii) This Agreement for supply of Service and / or Equipment will become effective on the day the service order form is signed and will continue for the minimum term and then on a monthly basis.
- iii) Upon signing this Agreement, the Customer gives Cans on a String the authority to order the Equipment, if any, and Services and agrees to pay any costs associated with the Equipment and Services.
- iv) The Customer shall nominate a contact person at each installation location, inform them of the impending installation and have them instruct the installer of the exact location for installation of the Services at those sites.
- v) The Customer acknowledges that Cans on a String may provide the Service using a combination of Cans on a String facilities and access tails or facility supplied by another supplier(s) used to complete supply of the Service to Customer.
- vi) The installation target for the provision of new voice and broadband Internet data services is up to 6-8 working weeks. Cans on a String will use reasonable endeavours to meet the Customer delivery date for supply of the Service but Cans on a String does not represent or warrant that Cans on a String will deliver the Service by that date.
- vii) The Customer acknowledges and agrees that before commencing supply of the Service Cans on a String may, as reasonably determined by Cans on a String, need to modify or

install equipment and make arrangements with other suppliers for the provision of the Service;

viii) Cans on a String reserves the right to vary the method of provisioning the Service and the equipment used to provide the Service. However any such variation will not impair the provision of the Service to the Customer

ix) The Customer must comply with any reasonable instructions given by Cans on a String and provide all information and assistance reasonably required by Cans on a String, in order to enable Cans on a String to comply with any request or direction of a government agency, emergency services organisation or other competent authority for reasons of health, safety or the quality of the Service;

x) Cans on a String does not guarantee to provide the Customer with static IP addresses which may change for reasons outside of Cans on a String control.

xi) Cans on a String reserves the right to provide its services to any customer at its absolute discretion. If Cans on a String decides not to supply Cans on a String's products and services to a customer, Cans on a String shall refund any monies paid for the services that have not been used. The Customer shall not be entitled to any form of compensation whatsoever in respect of such cessation, whether for loss of revenue or otherwise.

4. SERVICE ACTIVATION

i) Cans on a String Service will only be activated upon agreeing to this Agreement and signing a service order form.

ii) Upon signing the service order form, the Customer is required to pay in full the Equipment costs (if the Customer chooses a "purchase option" in the service form) and any initial one-off charges before Service activation.

iii) The Customer shall pay for the installation and recurring fees for the Service once the installation is completed regardless of whether the Service is actually used.

5. PUBLIC IP ADDRESS

If Customer requires more than one public IP address, it is a requirement of APNIC that Customer is to provide to Cans on a String a basic network diagram and a brief description how the additional IP address(es) are intended to be used. This information will be kept on file by Cans on a String in case APNIC performs an audit.

6. USE OF SERVICE

i) Customer must not use or permit any use of the Service:

(a) to transmit any defamatory, abusive, menacing, threatening, harassing or illegal material or any unsolicited material of an offensive, obscene or indecent nature or otherwise contrary to law or any applicable code of conduct;

(b) in any manner which constitutes a violation or infringement of any duty or obligation on contract or tort or otherwise, to any third party; or

(c) in, or in relation to, the commission of an offence against any applicable law.

ii) The Customer is responsible for all usage charges in respect of the use of the Service whether or not such usage was authorized. It is the Customer's responsibility to maintain the security of the means of access to the Service and ensure unauthorized use does not occur.

iii) Cans on a String does not accept any responsibility for call charges as a result of Customer's privately maintained PBX or Asterisk based phone system being compromised. The Customer is solely responsible for the security of the phone system and hardware to prevent PBX hacking or Toll Fraud.

- iv) Other than as specifically provided in this Agreement and quotation, Cans on a String shall not be obliged to maintain or upgrade hardware or software to the Customer
- v) Cans on a String will pass all third party suppliers' hardware, software and service warranties to the Customer.

7. SERVICE LEVEL

- i) Cans on a String will use reasonable endeavours to the service levels and will undertake to provide the Service using all the reasonable skill and care of a competent service provider.
- ii) Performance targets:
 - (a) Cans on a String targets 99.9% network availability;
 - (b) Cans on a String targets to answer 85% of support calls within 60 seconds;Availability means a measurement of the percentage of the voice service is operative.
- iii) When network availability is compromised in excess of one hour during a calendar month, the Customer may receive a service rebate for the downtime.
- iv) Where the Customer reports faults with the Service, Cans on a String will promptly perform, or arrange to be performed, appropriate tests to determine the location and cause of any fault. Customer must provide all necessary assistance to enable location and repair of any fault which is Cans on a String responsibility or the responsibility of an outside supplier whose network Cans on a String is interconnected to.
- v) Where Cans on a String determines, acting reasonably, that there is a fault within the Cans on a String Service, Cans on a String is responsible for correcting the fault.
- vi) Cans on a String resells broadband links from other providers. The service level is in accordance with the service level agreement provided by the respective providers.
- vii) The performance of the broadband links provided is subject to the quality and conditions of the physical lines and the distance from the local exchange.
- viii) Cans on a String is responsible for the network performance up to the point of demarcation. The service level and quality beyond the demarcation point is the responsibility of the Customer
- ix) Cans on a String provides free technical support remotely during business hours between 8:00 am to 5:00 pm, Monday to Friday (excluding public holidays) AEST for the part of the network service that Cans on a String provides, and do not provide support for any part that is not supplied by Cans on a String.
- x) For after-hours and weekend support, Cans on a String charges an after-hour support fee per request as stated on Cans on a String rate card, and undertakes to respond back to the Customer within an hour. The time taken to resolve the problems/faults may take longer than this.
- xi) There will be a fee charged for travel beyond 10 km from Cans on a String location as stated on Cans on a String rate card.
- xii) Cans on a String is not responsible for any fault which is within the network of any interconnected other supplier. We will notify the other supplier of the fault and request that the fault be corrected promptly but will bear no further liability or responsibility.
- xiii) The following exclusions are applicable and such faults will not be accepted:
 - (a) unavailability due to Customer environmental issues such as lack of air-conditioning and power brown-out or outage at the Customer site;
 - (b) unavailability due to excessive traffic as a result of activity such as spamming, virus attacks and denial of service;
 - (c) Major cable cuts, acts of god, war, government directions and strikes and lock-outs are excluded from the service level targets.
- xiv) Where payments to Cans on a String for Equipment and/or Service are overdue, the Customer will not be entitled to claim a rebate for network unavailability.

- xv) Cans on a String shall supply parts, assemblies and sub-assemblies, materials and service necessary to maintain the Equipment according to its specifications;
- xvi) The customer acknowledges that Cans on a String cannot guarantee uninterrupted or error free operation of the Equipment while service activities are in progress.

8. EXCLUDED ITEMS

- i) Cans on a String Service does not include:
 - (a) Services connected with relocation of the Equipment, the addition or removal of accessories, attachments and other devices;
 - (b) Repair of any Equipment not provided by Cans on a String;
 - (c) Repair or replacement of any battery back-up associated with the Equipment;
 - (d) Repair or replacement of headsets and headset accessories, analogue phones, and cordless phones;
 - (e) Repair of any malfunction whatsoever caused, in Cans on a String's opinion, by incorrect operation of the Equipment or from the customers (or its servants or agents) misuse of the Equipment or failure to observe and operate the Equipment in accordance with the manufacturers published instructions;
 - (f) Repair of any malfunction or damage whatsoever caused by lightning, electrostatic interference, electromagnetic interference or power surges of any type howsoever caused;
 - (g) Repair of any malfunction or damage whatsoever caused by the failure or fluctuation of electrical power, air-conditioning or humidity control;
 - (h) Repair of any malfunction or damage whatsoever caused by entry of foreign objects, such as water, liquid, animals or plants;
 - (i) Repair of any malfunction or damage whatsoever caused to the Equipment by war, fire, flood or any Act of God;
 - (j) Repair of Equipment, which in the opinion of Cans on a String was caused by other contractors working on the Equipment;
 - (k) Replacement of back plan wiring and external cabling as well as repair/replacement of faulty sockets or parts thereof;
 - (l) Software that has been customised after initial installation;
 - (m) Consumable items like ribbons, tapes, print wheels, print heads, batteries;

9. CUSTOMER RESPONSIBILITIES

- (i) The Customer agrees to:
 - (a) The proper use of the Equipment at all times in accordance with operating manuals;
 - (b) Cans on a String being the only provider of services to the Equipment;
 - (c) Ensure that Cans on a String service staff has prompt and free access to the Equipment as required;
 - (d) Provide a suitable environment for the effective servicing of the Equipment;
 - (e) Provide conditions which are consistent with Equipment specifications and that the necessary auxiliary services for the operation of the Equipment are available;
 - (f) Provide adequate storage for spare parts including consumable parts held on-site;
 - (g) Replenish stocks of consumable items to ensure that a satisfactory level of Service can be maintained;

10. SERVICE ORDER CANCELLATION

- Cans on a String will refund Equipment, setup charges and monthly charges – with the exception of call charges - if Customer cancels the Service within 3 months days of Customer's purchase order date. The refund is subject to the following conditions:
- (a) the Equipment has been purchased directly from Cans on a String with proof of purchase;

- (b) the Equipment has not been damaged or tampered with in any form;
- (c) the original packaging remains intact; and
- (d) Customer pays for the freight of the Equipment to Cans on a String office.

The following charges are not refundable:

- (a) Call charges for calls made by the Customer.
- (b) Any charges for porting of numbers from Cans on a String to a carrier of Customer's choice.

11. FAIR USE POLICY

(a) It is important to Cans on a String that all eligible Cans on a String Customers are able to access our services. For this reason, and to ensure the provision of quality and reliability of our services, a fair use policy applies to all our services and plans. We reserve the right to vary the terms of this fair use policy from time to time.

(b) If Customer use of the Service is excessive or unreasonable Cans on a String will contact Customer by phone or email, using the contact details Customer has provided to Cans on a String advising that Customer is in breach of the fair use policy. If for the next billing period usage continues at a similar level and frequency.

(c) In case of excessive use, Cans on a String may suspend Customer service.

(d) Cans on a String considers the duration of any calls, regardless of whether it is timed or untimed in any Cans on a String service plans, in excess of 2 hours in one session to be excessive use. Such calls shall be automatically terminated by the Cans on a String system without any further notice or warning.

12. EMERGENCY SERVICES - 000 DIALLING

12.1 Loss of Service due to power failure or Internet service outage or termination or suspension or termination by Cans on a String

Customer acknowledges and understands that the Service requires a business grade broadband connection to the Internet and does not function in the event of power failure. In the event of termination of service by Customer's Internet service provider ("ISP") and / or broadband provider, the Cans on a String Service will not function, but that Customer will continue to be billed for the Service unless and until Customer or Cans on a String terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP broadband outage, the Service will not function until power is restored or the outage finished, requiring the Customer to reset or reconfigure Equipment prior to utilizing the Service.

12.2 Broadband service / ISP outage or termination / suspension by Cans on a String

Customer acknowledges and understands that power or service outages or suspension or termination of service by Customer's broadband provider and / or ISP or by Cans on a String will prevent ALL Service including emergency 000 dialling until such time the outage is restored by third parties or Cans on a String Service is restored (which may require payment of all invoices and reconnection fees owed by Customer or cure of any breach by Customer of this Agreement).

12.3 Service outage due to suspension of Customer account

Customer acknowledges and understands that service outages due to suspension of Customer's account as a result of billing issues will prevent ALL Service, including 000 dialling.

12.4 Other Service outages

Customer acknowledges and understands that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 000 dialling. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Agreement.

12.5 Limitation of liability and indemnification

Customer acknowledges and understands that Cans on a String's liability is limited for any Service outage and / or inability to dial 000 from Customer's line or to access emergency service personnel, as set forth in this document. Customer agree to defend, indemnify, and hold harmless Cans on a String, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or Customer of Customer's Service relating to the absence, failure or outage of the Service, including 000 dialling and / or inability of Customer or any third person or party or Customer of Customer's Service to be able to dial 000 or to access emergency service personnel.

13. Cans on a String SERVICE

13.1 Term

Expiration of the term or termination of Service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Cans on a String reserves the absolute right to provide the Service to any customers at its sole discretion and is not obliged to disclose the reason of refusal.

13.2 Lawful use of Service and Equipment

Customer agrees to use the Service and Equipment only for lawful purposes. This means that Customer agrees not to use them for transmitting or receiving any communication or material of any kind when in Cans on a String's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offence, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offence, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Cans on a String reserves the right to terminate Customer Service immediately and without advance notice if Cans on a String, in its sole discretion, believes that Customer has violated the above restrictions, leaving Customer responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Cans on a String's discretion be immediately charged to Customer's credit card.

13.3 Copyright / trademark / unauthorized usage of Equipment, firmware or software

The Service and Equipment and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents and materials on Cans on a String website are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of Cans on a String are and shall remain the exclusive property of Cans on a String and nothing in this Agreement shall grant Customer the right or license to use any of such marks. Customer shall not reverse

compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

13.4 Tampering with the Equipment or Service

Customer agrees not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from Cans on a String in each instance which Cans on a String may deny in its sole discretion. Cans on a String reserves the right to terminate Customer's Service should Customer tamper with the Equipment, leaving Customer responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. Customer agrees not to hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

13.5 Theft of Service

It is Customer's responsibility to take the necessary precautionary measures to ensure Customer's computer and other associated system is secured. If Customer's Equipment is stolen or if Customer becomes aware at any time that Customer's Service is being stolen or fraudulently used, Customer agrees to notify Cans on a String immediately, in writing or by calling the Cans on a String support line. When Customer calls or writes, Customer must provide Customer's account number and a detailed description of the circumstances of the Equipment theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of Customer's Service and additional charges to Customer. Until such time as Cans on a String receives notice of the theft or fraudulent use, Customer will be liable for all use of the Service using Equipment stolen from Customer and all stolen Service or fraudulent use of the Service.

13.6 Service quality

Cans on a String endeavours to provide quality service to its Customers but cannot guarantee fault free or uninterrupted Service due to factors beyond its control. These factors may include, but are not limited to, external & overseas carriers, equipment not supplied by Cans on a String, quality of lines & cables as well as force majeure events. Cans on a String reserves the right to perform maintenance activities as required for a variety of reasons and every effort will be made to minimise any adverse impact on Service quality.

13.7 Service Relocation

- i) Customer is liable for fees & charges payable in relocating its Cans on a String Services to another location required by Customer.
- ii) Customer is solely responsible for any materials and labour hours which may be required to effect the relocation.
- iii) Should broadband service not be available in the new location for whatever reasons, Customer is liable to pay termination charges.

13.8 Service plan upgrades / downgrades

Customers can upgrade to a different Cans on a String service plan at any time and can downgrade to a different service plan at any time.

13.9 Termination / discontinuation of Service

- i) Customers are responsible for making payment to keep their accounts up-to-date in accordance with the account status. Cans on a String may terminate the Service without further notice if the Customer fails to pay on-time.

ii) Discontinuing the use of Cans on a String Service by the Customer does not automatically lead to Service termination. Customers are liable to all fees and charges incurred until a written notice to cancel the Service is received by Cans on a String.

iii) Cans on a String reserves the right to discontinue providing the Service generally, or to terminate Customer's Service, at any time at its sole discretion. Customer will be responsible for the full month's charges to the end of the current term including and without limitation unbilled charges, all of which immediately become due and payable. Notwithstanding the reasons for terminating / discontinuing the Service, Cans on a String is not responsible for any adverse consequence to the Customers arising from Service termination.

13.10 Outgoing telephone numbers

Customer acknowledges and understands that Cans on a String Customers can make outgoing calls to most public switched telephone numbers with the exception of some special service numbers including directory assistance, time, 1900 and others. Cans on a String is not liable for any claims, losses, damages, costs and expenses as a result of Customer not being able to call these special service numbers.

13.11 Direct in dial (DID) numbers

(a) Cans on a String may provide Customer with DID numbers. The DID numbers are a public resource in Australia and are leased with a fee by service providers from the Australian government. If Customer is provided with DID numbers, Customer acknowledges that Customer does not own the numbers and is willing to pay a fee for the use of the numbers while Customer has a Service with Cans on a String. Customer will return the numbers to Cans on a String if Customer ceases to be a Customer unless there is porting arrangement.

(b) In accordance with Telecommunications Numbering Plan Variation 2011 (No. 1), Customer acknowledges that DID numbers provided to the Customer by Cans on a String, may not be possible to port to another carriage service provider if the Customer decides to terminate the Service with Cans on a String.

(c) If the Customer is located in an area which is not the charging district for the geographic number to be issued to the Customer, calls to the number may be charged as if the Customer was located within the relevant charging district for the geographic number.

13.12 Support

Cans on a String provides support only to customers who use the Service in Australia. No support is provided to overseas customers who use the Equipment and Service outside of Australia.

13.13 Priority assistance service

Cans on a String does not provide priority assistance service as defined in the Communications Alliance Industry Code ACIF C609:2007 "Priority Assistance for Life Threatening Medical Conditions". The code states 'There are currently no regulatory obligations on providers other than Telstra that require the offering of Priority Assistance to Customers'.

14. BILLING AND CHARGES

14.1 Billing

i) Cans on a String will endeavour to invoice Customer monthly but reserve the right to bill at different intervals. Cans on a String will provide Customer with a breakdown of the fees and charges payable in each invoice. Cans on a String's records will be conclusive evidence of usage of the Service and the charges payable by the Customer. Notwithstanding this, the

Customer may dispute an invoice if Customer reasonably believes that Customer is not liable to pay the charges because of an inaccuracy, omission or error in the invoice. For the avoidance of doubt, this does not affect Customer's obligation to make payment in full by the due date. If the parties agree that the dispute is valid, Customer's account will be credited the relevant amount.

ii) Cans on a String will invoice for, and the Customer will be liable for all charges in respect of the Service commencing on and from the Service start date.

iii) Unless otherwise expressly stated in the Agreement, Cans on a String will bill the Customer

(a) in advance for installation and recurring charges; and

(b) in arrears for usage based charges.

iv) Processing and verification procedures (including delays in receipt of billing information) may mean that not all charges during the period covered by a bill can be included in that bill. Cans on a String may include those charges in subsequent bills.

v) Cans on a String reserves the right to re-issue any bill if any error is subsequently discovered.

vi) Customer is liable for all charges whether or not the Customer authorised the particular use of the Service by another person and the Customer will continue to be liable for the charges if Customer allows another person to occupy Customer's premises or use the Service.

vii) Invoices shall be deemed to have been received by Customer on the day the invoice is emailed to Customer.

viii) Cans on a String only provides invoices in electronic format for all Service types to an email address nominated by the Customer and does not provide paper invoices. It is the responsibility of the Customer to provide Cans on a String with the correct email address and advise Cans on a String of any change.

ix) Customer may pay the Service charges and Equipment by direct debit of Customer's credit card or nominated bank account. If Customer provides Cans on a String with a valid credit card number (Visa, MasterCard, or any other issuer then-accepted by Cans on a String) when the Service is activated. Cans on a String reserves the right to stop accepting credit cards from one or more issuers. If the card expires, Customer closes Customer's account, Customer's billing address changes, or the card is cancelled and replaced owing to loss or theft, Customer must advise Cans on a String at once. Cans on a String will bill all charges, applicable taxes and surcharges monthly in advance. Any usage charges will be billed in increments that are rounded up to the nearest minute.

x) If Customer requires Cans on a String to re-send invoices older than 3 months from the time of request, a fee of \$10 is payable per invoice requested. Cans on a String sends out electronic invoices only.

14.2 Payment

i) Where a minimum monthly fee is specified and agreed in the service order form, that amount will apply even if Customer has incurred lower usage or no usage in that calendar month.

ii) Customer must pay all fees and charges by due date that are not in dispute.

iii) Failure to make payment on the due date will constitute a material breach of the Agreement between Customer and Cans on a String. Under this circumstance, Cans on a String will send the Customer notices of payment and have the rights to suspend/terminate all or part of the Service after giving Customer five (5) days notice of such suspension/termination and the relevant invoice remains outstanding.

iv) If Customer fails to pay an overdue invoice after repeated notices from Cans on a String, Cans on a String has the rights to pursue whatever legal and other means available to recover the outstanding debt, which may involve an external agency for debt collection.

v) Cans on a String reserves the rights to default the Customer to an external credit rating agency after Customer has failed to pay an overdue invoice and Cans on a String has sent the Customer notices of payment.

vi) Cans on a String reserves the right to charge interest at 1.5% per month on any part of the charges or any applicable tax not paid to Cans on a String by the due date. Customer will be liable to pay to Cans on a String all expenses (including reasonable legal costs and expenses and the fees

of Cans on a String's debt recovery agents) incurred by Cans on a String in relation to recovering payments due under this Agreement.

vii) Cans on a String reserves the right to withdraw any discounts that Customer receives from Cans on a String in connection with the supply of the Service where payment is not received.

viii) The charges for the Service do not include any amount on account of tax. If any tax is payable by Cans on a String in relation to, or on any supply under or in connection with, this Agreement, Cans on a String will increase the charges or charge the Customer an additional amount on account of the tax. These will be the Customer's responsibility and will be itemised on the Customer's bill or an adjustment note.

ix) Where Cans on a String becomes liable to any penalties or interest as a result of the late payment of any tax (whether the tax is included in a an amount of consideration expressed in this Agreement or not), due to Customer's failure to comply with the terms of this Agreement or Customer's obligations under any applicable law, then an additional amount equal to those penalties and interest will be payable to Cans on a String.

x) The Customer acknowledges and agrees that Cans on a String may at Cans on a String's discretion pay commissions to any of Cans on a String's agents, representatives or retailers who introduce the Customer to Cans on a String.

14.3 Credit Card Payment

i) Customer may authorize Cans on a String to use Customer's credit card to make

(a) a one off payment for goods and services;

(b) regular, automatic payments of invoices on due date; and

(c) automatic top-up payments from time to time to keep the outstanding amount below the credit limit.

ii) The Customer must sign a "direct debit authorisation form" to authorise Cans on a String for making payments by credit card.

iii) The Customer must inform Cans on a String immediately if Customer changes credit card or if the card is stolen or if the Customer knows the card is being used fraudulently.

iv) Cans on a String has the rights to suspend or terminate all or part of the Service if, for whatever reasons, the payment request is rejected by the bank or there is a charge-back, resulting in Cans on a String not receiving the amount invoiced.

v) Customer's initial use of the Service authorizes Cans on a String to charge the credit card account number including any changed information given to Cans on a String if the card expires or is replaced, or if Customer substitutes a different card for Cans on a String charges. This authorization will remain valid until 30 days after Cans on a String receives Customer's written notice terminating Cans on a String's authority to charge Customer's credit card, whereupon Cans on a String will charge Customer any other outstanding charges and terminate the Service. Cans on a String may terminate Customer's Service at any time in its sole discretion, if any charge to Customer's credit card on file with Cans on a String is declined or reversed, Customer's credit card expires and Customer has not provided Cans on a String with a valid replacement credit card or in case of any other non-payment of account

charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves Customer fully liable to Cans on a String for all charges before termination.

14.4 Billing Dispute

i) In the event that Customer disputes part or whole amount of any invoice, Customer shall notice Cans on a String in writing (via email or letter) setting out the objection to the disputed amount within seven (7) working days in receipt of the said invoice. Such notice shall contain the following information:

- (a) date and number of disputed invoice;
- (b) amount in dispute;
- (c) reason for dispute; and
- (d) supporting documentation as appropriate.

ii) Cans on a String shall use reasonable endeavours to resolve the dispute within thirty (30) days of receipt of the Notice.

iii) Customer shall pay the undisputed portion of the amount due in the invoice and may withhold the payment of the disputed portion until the time the amount is determined. Upon determination, if Cans on a String proves the disputed portion correct, Customer shall pay the amount due plus interest, at the rate of one point five percent (1.5%) per month on said amount from the invoice due date. However, if the Customer is proven correct, Cans on a String will then issue a credit note to the Customer.

iv) In the absence of resolution of the dispute within sixty (60) days, Cans on a String and Customer shall mutually agree on and appoint a single arbitrator to resolve the dispute. The decision made by the arbitrator shall be final and binding upon both parties

v) Customer shall not be excused from its obligations to pay Cans on a String for the Service invoiced based on a claim that fraudulent calls comprise, or may comprise, a portion of the invoiced Service. In no case shall fraudulent calls form the basis for disputing an invoice pursuant to this Agreement.

14.5 Delivery of Equipment to Customer

Cans on a String sends Equipment in a satchel or box to the Customer via courier. It is the responsibility of the Customer to check the content of the satchel delivered before Customer signs the delivery receipt. If the content does not match with Customer order, Customer is not to sign the receipt and return the satchel / box to the courier. If Customer signs the receipt, Customer acknowledges that Customer has checked the content and has taken possession of the Equipment. Cans on a String is not responsible for any items missing from the satchel / box after the delivery receipt has been signed for.

14.6 Equipment warranty

The warranty period for Equipment is one (1) year from the **first** despatch date to the Customer by Cans on a String or its authorised partners, regardless how many times subsequent replacement units are sent to the Customer. Cans on a String provides warranty subject to the following conditions:

- i) The Equipment must be purchased via Cans on a String.
- ii) Customer shall bear the costs associated with returning the Equipment to Cans on a String to claim warranty.
- iii) Cans on a String will return replacement Equipment only after testing has been completed and the returned Equipment is found to be faulty.
- iv) Cans on a String is not responsible in any way for any expenses incurred by Customer following the return of the replacement Equipment for use by the Customer.
- v) During the warranty period, Cans on a String is obligated to replace, repair or credit to Customer account at Cans on a String's sole discretion if the Equipment returned is found to be faulty or malfunctioning. This clause is not applicable if the Equipment is found

- (a) to have not been sold or supplied by Cans on a String; or
- (b) to have been interfered, tampered or modified without prior authorisation and approval by Cans on a String or original supplier / manufacturer; or
- (c) to have been damaged or used not in accordance with Cans on a String's and / or manufacturer's instructions.

14.7 Service fees refund (VoIP service only)

- i) Cans on a String will refund call charges if it can be demonstrated the Customer has been incorrectly charged.
- ii) If Customer cancels the Service, there is no refund for any portion of the monthly and DID fees.
- iii) If Customer upgrades or downgrades the service plan, there is no refund for any portion of the monthly and DID fees.

For an existing Cans on a String Customer to change the service plan, the changed service plan shall be treated and charged as a new and separate Service. There shall be no transfer of already paid charges from the old to the new service plan including monthly and DID fees.

14.8 White pages

- i) A processing fee is payable when Customers desire to list their numbers in the white pages.
- ii) Cans on a String is not responsible for the accuracy and timeliness of the information into the white pages.

14.9 Credit Check

Cans on a String may conduct credit check on Customer based the financial statements and trade references provided by Customer. Cans on a String relies on Customer to provide accurate and up-to-date information for Cans on a String and Cans on a String's credit agency to make proper assessment.

14.10 Security Deposit

Cans on a String may request the Customer to provide a security deposit at least equal to Customer's estimated monthly liability with Cans on a String. Cans on a String may review the sufficiency of the security deposit from time to time and may increase the amount required by notice in writing to the Customer. The security deposit may be in one of the following forms:

- i) cash to be held by Cans on a String; or
- ii) a bank guarantee in a form acceptable to Cans on a String.

14.11 Credit Limit

Cans on a String will advise Customer the credit limit that applies to the operation of the Service. Notwithstanding any other term in the Agreement, if any time the unpaid charges for the Service, whether invoiced or not, exceed the credit limit, Cans on a String will immediately notify the Customer to reduce the unpaid charges to an amount less than the credit limit. In the event that Customer fails to reduce the unpaid charges to an amount less than the credit limit within three (3) business days, this will constitute a material breach of the contract such that Cans on a String may immediately suspend any or all of the Service without the need for any further notice to Customer.

14.12 Personal and Credit Information

- i) The Customer authorises Cans on a String to collect, use and disclose personal information about Customer for the primary purpose of the supply of the Service to Customer. If Customer does not provide all the personal information Cans on a String requests from Customer, Cans

on a String may be unable to supply the Service to you or Cans on a String may be restricted in the way Cans on a String supplies that Service to Customer.

ii) Customer authorises Cans on a String to collect, use and disclose personal information about Customer for purposes including the following:

- (a) assessing creditworthiness;
- (b) all purposes associated with provision of the Service to the Customer including billing and account management;
- (c) to provide Customer with information about products and services which Cans on a String, or any of Cans on a String's partners or affiliates, may provide to Customer;
- (d) implementing this Agreement;
- (e) business planning and product development; and
- (f) complying with legal requirements.

iii) Customer acknowledges and agrees that in certain circumstances, Cans on a String may be permitted or required by applicable laws to use or disclose personal information about Customer. Such use and disclosure may include:

- (a) disclosures to law enforcement agencies or purposes relating to the enforcement of criminal and other laws;
- (b) uses or disclosures in accordance with court orders or if required or authorised by law;
- (c) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety or to public health or safety; or
- (d) uses to assist in internal investigations conducted by us into suspected fraud, misuse of the Service or other unlawful activities.

iv) Cans on a String will provide Customer with access to any of Customer's personal information held by Cans on a String, at Customer's request. Cans on a String reserves the right to charge a reasonable fee for the provision of this information. Cans on a String agrees to correct or amend any of Customer's personal information held by Cans on a String which inaccurate or out of date, at Customer's written request.

v) Cans on a String will handle Customer's personal information in accordance with the requirements of relevant laws and industry standards.

vi) Cans on a String may at any time in Cans on a String's absolute discretion:

- (a) intercept the Service or the data being transmitted over the Service for the purpose of complying with Cans on a String's obligations at law; and
- (b) monitor the use of the Service.

vii) Subject to the obligations under the Privacy Act, Cans on a String may give the information to credit agency to obtain a consumer credit or commercial credit report about Customer or to allow the credit reporting agency to create or maintain a credit information file about Customer. Customer agrees that Cans on a String may disclose a credit report about Customer to any credit provider, debt collecting agency or any other supplier for the purposes of assessing Customer's creditworthiness or to collect overdue payments.

viii) Customer authorises Cans on a String to see from or give to:

- (a) other credit providers;
- (b) other carriage service providers;
- (c) credit reporting agencies;
- (d) other suppliers or
- (e) any other person or body carrying on the business or undertaking involving the provision of information about commercial credit worthiness, information about Customer's commercial activities, Customer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act or for purposes permitted under the Act.

ix) Customer authorises Cans on a String to obtain and use Customer's personal information for the purposes of:

- (a) assessing and processing Customer's application for Service;
- (b) assessing any application by Customer for credit or commercial credit to be provided by Cans on a String; and
- (c) establishing Customer's account and the ongoing credit management of Customer's account, including collecting payments that are overdue in respect of any credit or commercial credit provided by Cans on a String.

x) Customer must also provide to Cans on a String, or any independent person nominated by Cans on a String, within 10 business days of Cans on a String's request, any information (including Customer's financial accounts) or any consent Customer is capable of giving, which is necessary for a person to comply with any request from Cans on a String to conform Customer's creditworthiness.

xi) Cans on a String may:

- (a) refuse any application for;
- (b) monitor the usage of;
- (c) restrict Customer's access to;
- (d) suspend; or
- (e) cancel,

the Service on the basis of Cans on a String's credit assessment of Customer after consultation with Customer to confirm the accuracy of the assessment.

15. WARRANTY AND LIABILITY LIMITATIONS

15.1 Liability

i) Customer will indemnify Cans on a String against all costs, losses, damages, actions, proceedings, claims, liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by Cans on a String as a result of:

- (a) any personal injury to, or death of, any person or any loss of, or damage to, any personal property caused by or arising from Customer breach of this Agreement or Customer acts or omissions or those of any person for whom Customer is responsible; or
- (b) Customer acts or omissions (or those of any person for whom Customer is responsible) relating to the use, or attempted use, of the Service or otherwise arising in connection with Cans on a String's supply of (or delay in supply or failure to supply) the Service; and
- (c) a claim by a Customer arising out of or in connection with the supply or cession of supply of the Service.

ii) Cans on a String shall not be liable for any delay or failure to provide the Service, including 000 dialling, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- (a) act or omission of an underlying carrier, service provider, vendor or other third party;
- (b) Equipment, network or facility failure;
- (c) Equipment, network or facility upgrade or modification;
- (d) force majeure events such as (but not limited to) strikes; fire; war; riot; government actions;
- (e) Equipment, network or facility shortage;
- (f) Equipment or facility relocation;
- (g) service, equipment, network or facility failure caused by the loss of power to Customer;
- (h) outage of Customer's ISP or broadband service provider; and
- (i) act or omission of Customer or any person using the Service or Equipment provided to Customer; or

(j) any other cause that is beyond Cans on a String's control, including without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 000 dialling) to be connected or completed or degradation of voice quality.

iii) Except expressly provided by this Agreement:

(a) Customer will bear the risk of loss or damage to any Cans on a String Equipment used or located on Customer's premises or whilst in Customer's possession or control;

(b) the Cans on a String Equipment always remains Cans on a String's property unless it has been sold to Customer;

(c) Customer will ensure that, Customer has all necessary consents and approvals, including landlord approval where applicable, necessary or desirable for Cans on a String to deliver, install and maintain the Cans on a String Equipment at the access site;

(d) Customer will provide a suitable physical environment at Customer's premises for the storage and operation of the Equipment including supplying an adequate power supply for the operation of the Equipment;

(e) Customer must ensure the Cans on a String Equipment will not be altered, repaired, serviced, moved or disconnected except by service personnel approved by Cans on a String;

(f) Customer must take good care of the Cans on a String Equipment while it is in Customer's possession or control and must notify Cans on a String immediately if Customer becomes aware of any damage to or malfunction of the Equipment;

(g) Customer will be liable to Cans on a String for all loss of, or damage to, to the Cans on a String Equipment while at Customer's premises or whilst in Customer's possession or control, apart from fair wear and tear; and

(h) Customer will only use the Cans on a String Equipment in accordance with the manufacturer's specifications or Cans on a String's written directions.

iv) Cans on a String may charge Customer for any repair, maintenance or replacement of the Cans on a String Equipment due to events other than normal wear and tear, including but not limited to:

(a) Force majeure events;

(b) failure to use the Cans on a String Equipment in accordance with this Agreement;

(c) any act of wilful damage or interference by a party other than Cans on a String, Cans on a String's employees or agents;

(d) negligent use or misuse of the Cans on a String Equipment by a party other than Cans on a String, Cans on a String's employees or agents;

(e) any failure or fluctuation of the electrical power supply to that Cans on a String Equipment, or any external electromagnetic interference or any failure of air-conditioning and humidity control for that Equipment; or

(f) the performance of maintenance services by a party other than Cans on a String or service personnel approved by Cans on a String.

v) If Cans on a String uses the services of a supplier in providing the Service, Customer agrees to comply with any reasonable direction given by Cans on a String necessary to avoid causing any breach by Cans on a String of the relevant other suppliers' terms and conditions of supply applicable to that Service.

vi) Except as expressly provided to the contrary in this Agreement and to the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Service supplied under this Agreement or Cans on a String's obligations under this Agreement are excluded.

vii) Where any act of parliament implies in this Agreement any terms, and that act of parliament voids or prohibits provisions under a contract which exclude or modify the operation of such term, the term is deemed to be included in this Agreement.

viii) To the extent permitted by law, Cans on a String's liability for breach of an express term or implied term of this Agreement in contract, negligence or any other tort under any statute or otherwise, is limited to one of the following remedies at Cans on a String's discretion:

(a) if the breach relates to Service, the re-supply of the Service or the payment of the cost of resupplying the Service; or

(b) if the breach relates to Equipment, the replacement of the Equipment or the supply of equivalent Equipment, the payment of the cost of such replacement, the repair of such Equipment or the cost of such repair.

ix) To the extent permitted by law, Cans on a String excludes all liability to Customer in connection with this Agreement for consequential loss, indirect loss, loss of profits of any kind, loss or corruption of data, interruption to business, loss of revenue and economic loss of any kind, whether in contract, negligence or any tort under any statute or otherwise.

x) To the extent permitted by law, Cans on a String's aggregate liability to Customer in connection with this Agreement in respect of all claims, whether in contract, negligence or any other tort, under any statute or otherwise, will not exceed the amount paid to Cans on a String by Customer during the minimum term.

xi) Cans on a String retains all rights in the confidential information. Customer will:

(a) keep all confidential information confidential;

(b) not disclose or allow any confidential information or the terms of this Agreement or application of Service including pricing to be disclosed to any third party without Cans on a String's prior written consent; and

(c) return all confidential information including all copies to Cans on a String within 7 days of request by Cans on a String.

xii) Customer will not use confidential information or the terms of this Agreement, which Customer acquires from Cans on a String for any purpose other than use of the Service or as otherwise expressly permitted by Cans on a String and, in particular, will not use confidential information in any way which may cause Cans on a String loss, whether by way of damage to Cans on a String's reputation, financial loss or otherwise.

xiii) Customer agrees to defend, indemnify and hold harmless Cans on a String, its officers, directors, employees and agents who furnish equipment and services to Customer in connection with the supply of Service and Equipment, from any and all claims, losses, damages, fines, penalties, costs and expenses, (including, without limitation reasonable attorney fees) by, or on behalf of Customer or any third party, or user of Customer's Service, relating to the Agreement, Equipment and Service. This paragraph shall survive the termination of the Agreement.

xiv) In no circumstances shall Cans on a String be held liable for any consequential loss in respect to any late delivery and failure of any of the components of this Agreement including the hardware, software and services.

15.2 Disclaimer of Damages

In no event shall Cans on a String, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Service, including inability to be able to dial 000 or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not Cans on a String was informed of the likelihood of any particular type of damages.

15.3 No warranties on Service

Cans on a String makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the Service for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the Service will meet Customer's requirements, without limiting the foregoing, Cans on a String does not warrant that the Service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Cans on a String nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with this Agreement or the Service will be liable for unauthorized access to Cans on a String's or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Cans on a String's or its services provider's or vendors' negligence, statements and descriptions concerning the Service or Equipment, if any, by Cans on a String or Cans on a String's agents or installers are informational and are not given as a warranty of any kind.

15.4 No third party beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

15.5 Content

Customer is liable for any and all liability that may arise out of the content transmitted by or to Customer or Customers using the Service. Customer shall assure that Customer or Customer's use of the Service and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Cans on a String reserves the right to terminate or suspend affected Service, and / or remove Customer or Customers' content from the Service, if Cans on a String determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Cans on a String's ability to provide Service to Customer or others or receives notice from anyone that Customer or Customers' use or content may violate any laws or regulations.

Cans on a String's actions or inaction under this section shall not constitute review or approval of Customer or Customers' use or content. Customer will indemnify and hold Cans on a String against any and all liability arising from the content transmitted by or to Customer or to Customers using the Service. A "Customer" means any person, whether authorized or unauthorized, using the Service and / or Equipment provided to Customer.

15.6 Force majeure

Cans on a String is not liable for any failure to perform, or for any delay in performing any of Cans on a String's obligations under this Agreement where the failure or delay is occasioned by:

- (a) strike or other industrial action;
- (b) any act or omission by Customer or any third party, including failures or delays by other suppliers;
- (c) legislative or governmental prohibitions, restrictions or delays in the granting of approvals, consents, permits, licences or authorities;
- (d) fire, flood, war or cable cut; or
- (e) any other event beyond Cans on a String's reasonable control.

15.7 General

This Agreement is governed by and construed in accordance with the laws of Queensland. The parties submit to the jurisdiction of the courts of Queensland and any court hearing appeals from those courts.

- i) This Agreement contains the whole understanding of the parties to the exclusion of any prior agreement, representation or understanding relating to the Service.
- ii) Customer may not assign, mortgage, charge, sublicense or otherwise deal with Customer's rights, or subcontract or otherwise delegate any of Customer's obligations under this Agreement without Cans on a String's prior written consent. Cans on a String may assign or otherwise delegate all or any of Cans on a String's rights and obligations under this Agreement to a related body corporate or other person.
- iii) A notice, approval or consent, to be issued under this Agreement must be in writing and in the absence of evidence to the contrary will be taken to be received:
 - (a) if left at the address of the addressee, at the time it was left;
 - (b) if sent by ordinary post, on the third day after posting;
 - (c) if sent by express post, on the next day; and
 - (d) if sent by facsimile, at the time recorded on a transmission report from the machine from which the facsimile was sent.
- iv) Any waiver of a breach of any obligation by relates only to the particular breach and not to any other or subsequent breach, and will not prejudice Cans on a String's rights to take subsequent action. A waiver under this clause will only be valid if it is in writing and signed by the party against whom such waiver is claimed.
- v) The failure of Cans on a String to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- vi) If a provision of this Agreement is void or voidable or unenforceable or the invalid part severed, the remainder of this Agreement will not be affected.

16. TERMINATION

- i) After expiration of the contracted term, either party may terminate the supply Agreement by giving 30 days written notice to the other, provided that such notice does not take effect on any day other than the last day of the billing period.
- ii) The Customer may terminate the Service at any time prior to expiry of the contracted term by:
 - (a) giving Cans on a String 30 days written notice of Customer's intention to terminate, provided that such notice does not take effect on any day other than the last day of a calendar month;
 - (b) paying Cans on a String all outstanding fees and charges incurred by the Customer until Cans on a String receives a written notice from the Customer; and
 - (c) paying Cans on a String an amount calculated by multiplying the minimum monthly fee, payable by the Customer under this Agreement, by the remaining months of the Contracted Term plus any fixed costs and the cost of the Equipment, if applicable. The remaining months are calculated from the date the Agreement is signed by the Customer.
- iii) Cans on a String will not refund any Equipment, any costs and payments if the Customer terminates the Agreement.
- iv) Cans on a String may without liability terminate the supply of the Service or part of the Service to the Customer with immediate effect if
 - (a) the Customer defaults in the payment of any charges by the due date and fails to remedy such default within 7 days of written notice from Cans on a String;

(b) Customer defaults in the performance or observance of any obligation under this Agreement and, in the case of a breach capable of remedy, Customer fails to correct that breach within 14 days of written notice from Cans on a String;

(c) Cans on a String reasonably suspects fraud or misuse of the Service on Customer's part.

v) Either party may at any time without liability terminate this Agreement, with immediate effect from the date of Service of a notice (or with effect from such later date as the affected party may nominate in such notice), if an insolvency event occurs with respect to the other party.

vi) On termination for any reason all charges and other amounts owing by the Customer to Cans on a String shall become immediately due and payable.

vii) Although Cans on a String will endeavour to give Customer as much notice as reasonably practicable, Cans on a String may, without liability, suspend the Service immediately (including without notice):

(a) if Cans on a String is required to comply with an order, instruction or request of a government agency, emergency services organisation or other Australian government authorities;

(b) if Cans on a String is required to undertake emergency repair, maintenance or service of any part of the Cans on a String service facilities;

(c) if it is reasonably required to reduce or prevent fraud or interference within the Cans on a String service facilities; or

(d) as an alternative to the exercise of Cans on a String's rights of termination under this Agreement.

viii) On termination the Customer's right to use the Services ceases immediately. The Customer agrees to not hinder Cans on a String in doing all things necessary to recover and remove Cans on a String Equipment from Customer premises.

ix) Termination will not affect any rights or liabilities that have already accrued to either party nor will it affect any provision which is expressly or by implication intended to operate after termination.

17. NON DISCLOSURE AND CONFIDENTIALITY

Cans on a String and the Customer shall only use and hold confidential information using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall disclose the information only to its employees who have a need to know, shall cause its employees to comply with the provisions of this Agreement, and shall prevent disclosure of information to third parties except as compelled by law. Confidential information includes but is not limited to information relating to Cans on a String Service and the Customer's company information which is not disclosed in brochures or other promotional materials available in the public domain.

18. SERVERABILITY

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

19. PRIVACY

Cans on a String Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Cans on a String is not liable for any lack of privacy which may be experienced with regard to the Service.

20. DISPUTES

- i) The parties will use their reasonable endeavours acting in good faith to resolve any dispute arising under this Agreement as soon as reasonably possible. Any dispute except for a dispute over non-payment of properly invoiced charges that cannot be resolved by the parties within a reasonable time will be referred to the heads of each party who will resolve the issue through good faith negotiation. If the parties are still unable to resolve the dispute after a period of five (5) business days, if the parties agree at an earlier stage, the dispute shall be referred to a mediator.
- ii) The mediators will have appropriate qualifications and practical industry experience to resolve the particular dispute and such appointment shall be agreed by the parties within three (3) business days of the decision to refer the matter to a mediator. In the event of a failure to agree on a mediator, a mediator will be appointed by the president of the Law Society of QLD on the application of either party.
- iii) The parties will provide the mediator within seven (7) business days with all the information relating to the particular dispute under such confidentiality obligations as reasonable under all the circumstances.
- iv) The mediator shall be instructed by the parties to use all reasonable endeavours to resolve the dispute within ten (10) business days following receipt of the information or if this is not possible, so soon thereafter as may be reasonably practical and the parties shall co-operate fully with the mediator to achieve this objective.
- v) The fees and expenses of the mediator will be borne equally by the parties.

21. ENTIRE AGREEMENT

This Agreement and the rates for the Service found on the Cans on a String website constitute the entire agreement between Customer and Cans on a String and govern Customer's use of the Service, superseding any prior agreements between Customer and Cans on a String and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

22. CHANGES TO THIS AGREEMENT

Cans on a String may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective on the date posted on to the Cans on a String web site. Such changes will become binding on Customer, on the date posted to the Cans on a String website and no further notice by Cans on a String is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of Service and provision of Equipment.

Cans on a String, April 2013