

# Orion Standard Forms of Agreement (SFOA)



## Summary of Orion Satellite Systems (Orion) Standard Form of Agreement

This is a summary of the Orion Satellite Systems Standard Form of Agreement ("SFOA") for:

- Your use of the Services;
- any Goods or any quotations for or offers to supply Goods; and/or
- any Other Services, provided to You by Orion Satellite Systems Pty Ltd, (Orion) a trading name of IPSTAR Australia Pty Ltd, (IPSTAR) (ACN 107 338 901) (in this Agreement referred to as "Our", "We", "Us"),

provided to you by Orion Satellite Systems (Orion) Level 2, 16 Victoria Avenue, Perth, Western Australia 6000 a trading name of IPSTAR Australia Pty Ltd, (IPSTAR) (ACN 107 338 901).

### The Orion Satellite Systems SFOA

- is a standard form of agreement under section 479 of the Telecommunications Act 1997;
- applies to all Goods, Services and Other Services provided by Us;
- may be amended by Us in accordance with the SFOA; and
- does not apply to the extent otherwise agreed between Us and You.

This summary is for informational purposes only, it is the SFOA which has legal effect. A copy of the complete SFOA is available in PDF format from the following link [Complete SFOA Document \(pdf\)](#). Please note that any term not defined in this Summary is defined in the complete SFOA

### Application and term of Agreement

You may apply for a Service by the method approved by us. We may accept Your application in Our absolute discretion. If Your application is accepted an Agreement between Us and You commences on the Service Commencement Date for the first Service You acquire from Us and will continue until the expiration or termination of the Contract Term (unless terminated earlier as per the SFOA).

### Provision of the Service

We undertake that:

- We will provide you with the Services you request, in accordance with the Agreement;
- We will make all reasonable efforts to ensure continuity of the Services, but we make no guarantee that the Services will be either uninterrupted or error-free;
- We cannot and do not guarantee that information sent using Our network will reach its intended destination (including electronic mail) inside or outside our network;
- We cannot and do not in any way supervise, edit or control the content and form of any information or data accessed through the Service;
- Any transmission speed indicated in Your Agreement refers to maximum theoretical speeds achievable under ideal conditions and actual achieved speeds may substantially differ from the theoretical speeds; and
- We may prioritise the delivery of network traffic that is sensitive to latency in preference to traffic that is not.

## Your obligations to Us

You acknowledge and agree that

- You will comply with Our Acceptable Use Policy,
- You will comply with all laws, all directions by a regulator, all notices issued by authorisation of or under law, and all reasonable directions by Us.
  - You will not use or attempt to use or allow others to use, the Service in a way that, in Our reasonable opinion: Interferes with Our efficient or proper operation of the Service, Our network or of any third party network used to supply the Service;
  - Breaks any laws of the Australian Commonwealth, a State, and / or a Territory where the Service is available;
  - Exposes Us to liability; and /or
  - Causes the transmission, publication or communication of any material which could reasonably be considered defamatory, offensive, abusive, indecent, menacing or unsolicited.
- Not use the output of any Communication Network Design service provided by Us for a purpose other than the originally intended purpose without providing notification to Us and payment of a fee agreed between You and Us.
- Not use any VOIP Telephony Service provided by Us as Your principal and / or sole telephony service for accessing 000 emergency services or other emergency services.
- Due to the technical limitations of Your VOIP Telephony Service, We may not meet the standards applicable to Your Service.
- You will not attempt to use or allow others to use, the Service in a way that, in Our reasonable opinion, significantly interferes with other customers' use or enjoyment of the Service or interferes with Our efficient or proper operation of the Service.
- Any equipment provided by You does not damage the Service or the Communication Transmission Facilities.
- All account information, passwords, data and Equipment is/are kept secure.
- You will pay all fees and charges associated with Your use of the Service, in accordance with the agreement and these Terms and Conditions.
- You will regularly check the default email address that We have allocated to You for messages about Your Service.
- You will receive Our newsletter.

## Charges and Billing

Charges are payable for the Service, in accordance with the Plan Table as amended from time to time. If You request Us to install Communication Transmission Facilities We will install the Communication Transmission Facilities and charge You a fee for doing so. If You install the Communication Transmission Facilities You will be charged a fee for freighting the equipment to Your designated delivery point.

All monthly fees are payable in advance and any phone charges and additional megabyte charges are payable in arrears. Other fees and charges that are payable by You as set out in the Plan Table are payable by the due date specified on the invoice. We process and issue invoices for the Service within forty-five (45) days of the end of each billing period.

We reserve the right to charge interest on overdue invoices, and levy additional charges in the event that We incur costs relating to the recovery of unpaid debt.

We will send all invoices by email to Your nominated email address. We reserve the right to impose a processing fee for all hard copy invoices.

We accept payment for all charges by credit card (Visa or MasterCard), electronic funds transfer or Direct Debit only. At our absolute discretion We may introduce new payment methods and the conditions upon which You can access these new payment methods. Where you elect to pay by electronic funds transfer You will be required to follow the instructions clearly outlined on Your monthly invoice.

Where you elect to pay by credit card (Visa or MasterCard), electronic funds transfer or Direct Debit, We reserve the right to suspend Your service where payment of Your invoice has not been received in full by the start of the billing period.

Where you elect to use a payment method that results in Us incurring a third party processing fee, we reserve the right to charge this processing fee to you in the following month's invoice. If You provide Us with Your credit card details for the purposes of paying for the Service, We may at Our absolute discretion, and you irrevocably authorize us to, do any or all of the following:

- Bill all fees and charges to Your credit card on a monthly basis from Your Service Commencement Date.
- Disclose Your credit card details to, and obtain information from, any financial institution or credit card issuer to verify the credit card details.
- Take steps to verify that there is sufficient credit on Your credit card account to meet likely fees.
- Charge any Cancellation Fee payable under the Agreement or these Terms and Conditions to Your credit card on notice of termination.

You are obliged to notify us if the credit card details provided to us are amended by your card provider.

You can change Your selected pricing plan at any time. Any change to Your selected pricing plan will not affect Your Contract Term, but may incur a charge as advised by Us from time to time. The charges in the Plan Table may not include all taxes. You must pay Us any applicable taxes that We include as part of Your invoice for the Service, including (but not limited to) any Goods and Services Tax, stamp and other duties, fees, taxes and charges relating to Your purchase of any Equipment, the Agreement or the performance of the Agreement, and any other transaction arising out of the Agreement.

GST may be imposed on a supply We make to You under the Agreement. Unless the consideration payable for the supply is expressed to include GST You must pay Us an additional amount to cover the GST. We will issue a Tax Invoice to You for any supply on which GST is imposed.

## Goods

If you order Goods from us the warranties in Clause 22 of the SFOA will apply. Each Warranty may be claimed by the claim procedure located within the complete SFOA document, which can be found at the following link [Complete SFOA Document \(pdf\)](#).

## Suspension by Us

We may immediately suspend the Agreement if We:

- reasonably consider that you have Materially Breached the Agreement;
- reasonably consider that you have Materially Breached our Acceptable Use Policy;
- receive allegations (which we believe to be genuine) which indicate you have Materially Breached our Acceptation Use Policy; and/or
- reasonably suspect that your use of the Service breaches the law of the Commonwealth, a State or Territory.

## Termination by Us

We may terminate the Agreement if:

- You are in breach of the Agreement, We have notified You in writing of the breach and You have failed to remedy the breach within thirty (30) days of Our notice.
- A Material Breach is a serious breach and/or is something that cannot be remedied, We may immediately terminate Your Service without prior notice to You and, should We proceed to terminate the Service during Your Contract Term, a Cancellation Fee will be payable to Us.

- Where we are unable to meet the service standards for VOIP Telephony under Part 5 *Telecommunication (Customer Protection and Service Standard) Act 1999*, and the *Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2)*.
- At any time for any reason, upon the provision of thirty (30) days' notice in writing.

## Termination by You

You may terminate the Agreement:

- by providing 30 days notice of your intention to terminate the Agreement. Should You terminate the Agreement following the expiry of any Cooling-Off Period and prior to the end of the Contract Term, You are required to pay any applicable Cancellation Fee.
- Where a Regulatory Event has occurred and no Cancellation Fee will be payable by You.
- If We elect to make an amendment to the Agreement and that amendment means that You are materially worse off, You may terminate the Agreement by giving Us notice of termination in writing prior to the date upon which the amendment is to take effect. No Cancellation Fee will be payable by You.

## Variation to the Services and the Agreement

We may at our discretion vary the Services we make available and / or the cost and features of an existing Service. Unless these changes impact on Your Agreement with Us, We have no obligation to notify you of any Service variations.

We will give You thirty (30) days' prior notice of any amendment to the Agreement, in writing to the address You have provided to Us, unless:

- We are required to make the amendment immediately, so as to ensure Our compliance with legislative changes; or
- We reasonably believe that the amendment will benefit You, will have no impact on You, or has neutral impact on You.

## Documents

- [Acceptable Use Policy](#)
- [Complaint Handling Procedure](#)
- [Privacy Policy](#)
- [Voice over IP \(VoIP\) Policy](#)
- [Warranty Procedure](#)
- [Financial Hardship Policy](#)

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