

Master Business Terms and Conditions

1. Application

- 1.1. These Master Business Terms and Conditions (together with the documents referred to in it) comprise the terms of a legal agreement between you and Quokka Net Pty Ltd (ACN 664 851 558) (**Quokka Net**) for the provision of Services and the sale of the Products to you (**agreement**).
- 1.2. You acknowledge that you have read, understood and agreed to be bound by the terms of this agreement. Your continued receipt or use of the Services or the order of any Products from us constitutes your acceptance of these terms.
- 1.3. By contracting and dealing with us, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

2. Precedence

- 2.1. The agreement is structured so that each individual Product or Service acquired by you is governed by and subject to this agreement.
- 2.2. If there is any inconsistency between this agreement and the term of any other document referred to in this agreement, this agreement shall prevail to the extent of any inconsistency.

3. Term

This agreement commences on the earlier of:

- a. the date Quokka Net confirms to you that the Service has been activated;
- b. the date that the agreement is signed by both parties in writing; or
- c. the date you place an order to purchase Products from Quokka Net, (**Commencement Date**) and continues until terminated in accordance with the terms (**Term**).

4. Customer obligations

- 4.1. You must:
 - a. provide Quokka Net with all necessary co-operation in relation to this agreement and all necessary access to such systems, data and personnel as may be required by Quokka Net, in order to provide the Services;
 - b. comply with all applicable laws, regulations and industry standards with respect to your use of the Products, the Services and in respect of your activities and obligations under this agreement;

- c. use the Products and Services strictly in accordance with the terms and conditions of this agreement (including the Documentation);
- d. ensure that your network and systems and any other equipment you use in connection with the Products and Services comply with the Documentation, relevant specifications and guidelines provided by Quokka Net from time to time;
- e. comply with all reasonable directions, policies and guidelines of Quokka Net as advised from time to time (including the Fair Use Policy);
- f. carry out all of your responsibilities set out in this agreement in a timely and efficient manner; and
- g. remain responsible at all times for any act or omission of a third party arising out of, or in connection with, your use of the Products or Services (regardless of whether the acts or omissions were authorised by you).

4.2. You must not do (or attempt to do) any of the following:

- a. violate Quokka Net's IP;
- b. modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products, Services or Documentation; or
- c. licence, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise make the Products, Services and/or Documentation available to any third party.

4.3. You grant to Quokka Net a non-exclusive licence to use the data, materials, content, configuration, voicemails, call recordings and settings provided by you to Quokka Net or otherwise brought to the attention of Quokka Net (and all Intellectual Property Rights contained therein) (**Customer Data**) to enable Quokka Net to provide the Services and otherwise perform its obligations under this agreement.

4.4. If you delay or fail to perform your obligations under this agreement:

- a. Quokka Net is not responsible for any delay or failure to provide the Products or Services as a consequence; and
- b. you may be required to pay any additional cost incurred by Quokka Net because of any delay or failure by you in performing those obligations.

4.5. You are solely responsible for obtaining and maintaining all equipment, hardware and software required by you to access and use the Products and Services.

5. **Quokka Nets obligations**

5.1. Quokka Net shall provide you with:

- a. Products and Services substantially in accordance with the Schedule; and
- b. Support Services during Business Hours in accordance with the Service Levels.

5.2. The undertaking in clause 5.1 shall not apply in the event of:

- a. any non-conformance which is caused, or contributed to, by use of the Products or Services contrary to Quokka Net's instructions or the Documentation;
- b. modification or alteration of the Products or Services by any party other than Quokka Net or the manufacturer;
- c. the unsuitability or malfunction of the computer hardware or computer software in conjunction with which the Products or Services are used;
- d. a Force Majeure Event; or
- e. the unsuitability or malfunction of the Products or Services when used in conjunction with any software, platforms, applications and tools supplied by a third party.

5.3. In the event Quokka Net fails to provide the Services in accordance with clause 5.1, Quokka Net will use reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance. To the extent permitted by law, the foregoing constitutes your sole and exclusive remedy for any breach of clause 5.1.

6. Variations and cancellations

- 6.1. You may, at any time during the Term, request in writing that Quokka Net vary or cancel any or all of the current Products or Services. Quokka Net will consider any request to vary or cancel any or all of the current Products or Services within a reasonable period of such request and we will notify you within a reasonable period whether Quokka Net:
- a. agrees to vary or cancel any or all of the current Products or Services and the cost to vary or cancel any or all the current Products or Services; or
 - b. does not agree to vary or cancel any or all of the current Products or Services.
- 6.2. The request to vary or cancel any or all of the current Products or Services will not be binding on Quokka Net, and Quokka Net is under no obligation to provide or cancel the relevant Products or Services in accordance with the requested variation, unless Quokka Net has agreed in writing to the variation of the current Products or Services (**Agreed Variation**).
- 6.3. The Agreed Variation will take effect from the date Quokka Net commences provision of the new Services, ceases providing the cancelled Services or delivers the New Products (as the context permits). The Charges in your next invoice will reflect the Agreed Variation.
- 6.4. Quokka Net may change the terms of this agreement or the Products or Services, by giving you written notice, or by otherwise posting it on our Website. Where a change relates to an increase in Charges, Quokka Net shall provide you with 30 days' prior written notice or by otherwise posting it on our Website. If you do not agree to these changes, you may terminate the agreement in accordance with clause 10.1, no later than 30 days after the date you received written notice of the changes or the changes were posted on our Website.

7. Purchasing Products

- 7.1. Quokka Net may sell or hire Products to you in connection with the Services. If Quokka Net hires any Products to you, such an arrangement will be governed by separate Hire Terms and Conditions.
- 7.2. Delivery of the Products purchased by you from Quokka Net shall be made by, or on behalf of, Quokka Net. Quokka Net shall use reasonable endeavours to effect delivery at the Delivery Address and by the date and time as specified in writing in advance by Quokka Net. Quokka Net will not deliver the Products to a post box, post restante address or address outside of Australia (unless otherwise agreed by Quokka Net in writing).
- 7.3. You shall ensure that any person who collects or takes delivery of the Products on your behalf is authorised by you to do so. Acceptance of delivery by such representative shall constitute conclusive evidence that you have examined the Products and found it to be in good condition, complete in every way for the purpose for which it is intended. If required, the duly authorised representative shall sign a receipt confirming acceptance.
- 7.4. The risk of the Products, including from loss, theft, damage or destruction of the Products, shall pass to you on and from delivery.
- 7.5. Title to those Products passes to you when you pay for it in full. Quokka Net will use reasonable endeavours to transfer to you any manufacturer's warranty in any such Products from the time title passes to you (and Quokka Net disclaims all responsibility in relation to any such manufacturer's warranties).
- 7.6. If you sell the Products before title in, and to, the Products has passed to you, you acknowledge that you sell the Products as a fiduciary agent of Quokka Net provided that such sales shall not give rise to any obligations on the part of Quokka Net. You shall hold the proceeds of sale on trust for Quokka Net in a separate account.
- 7.7. Subject to clause 11, you may return any Products purchased from Quokka Net in accordance with our Refund, Repair and Return Policy.

8. Charges

- 8.1. The Charges payable for the Products and Services are set out in the Schedule (or as advised by Quokka Net from time to time in accordance with clause 6.4). The Charges shall be paid in the manner nominated by Quokka Net. The Charges shall be payable in Australian Dollars and are exclusive of GST, which shall be payable in addition. The Charges are payable within 7 days of the date of the invoice.
- 8.2. Notwithstanding any other clause in this Agreement, you remain liable to pay Quokka Net for all Charges for the Services for the full billing period without any deductions or set-offs, irrespective of whether:
- a. this agreement has been suspended or terminated part way through a billing period; or

- b. such Services have been changed or cancelled part way through a billing period.
- 8.3. If you fail to pay Quokka Net by the due date, without limiting any other remedies available to us under this agreement or at law, Quokka Net may, in its sole discretion, either:
- a. charge interest at Reserve Bank of Australia official cash rate target at invoice date plus 2%, such interest to be calculated on a daily basis from due date until the date Quokka Net receive payment; and/or
 - b. add \$15 to the outstanding debt for each calendar week that your invoice remains outstanding as liquidated damages for dealing with, and enforcing, the outstanding invoice; or
 - c. suspend or defer the performance of the Services or delivery of the Products (without liability to you) until all outstanding invoices (including interest) are paid in full. Charges shall continue to accrue during the period of suspension; or
 - d. set-off any and all outstanding invoices against any amounts owing to you by Quokka Net under this agreement.
- 8.4. You will pay Quokka Net all costs and expenses incurred in recovering any outstanding invoices (including any interest), legal costs (on a solicitor/client basis) or expenses paid by Quokka Net in relation to enforcement steps or mercantile or collections agents.
- 9. GST**
- 9.1. A reference in this clause to a term defined or used in A New Tax System (Goods and Services Tax) Act 1999 (Cth) (**Act**) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- 9.2. Any amount referred to in this agreement which is relevant in determining a payment to be made by 1 of the parties to the other is exclusive of any GST, unless indicated otherwise.
- 9.3. If GST is imposed on a supply made under or in connection with this agreement, the consideration provided for that supply is increased by the rate at which that GST is imposed. The additional consideration is payable at the same time as the consideration to which it relates.
- 9.4. The supplier must issue a tax invoice to the recipient of the supply at the time of payment of the GST inclusive consideration or at another time agreed by the parties.
- 9.5. If 1 of the parties is entitled to be reimbursed for an expense or outgoing incurred in connection with this agreement, the amount of the reimbursement will be net of any input tax credit which may be claimed by the party being reimbursed in relation to that expense or outgoing.

10. Termination

- 10.1. Either party may terminate this agreement at any time by giving the other party at least 30 days' written notice.
- 10.2. Either party may terminate this agreement immediately by notice in writing if:
- a. the other party is in breach of any term of this agreement and such breach is not remedied within 14 days after receiving notice requiring it to do so;
 - b. the other party is in breach of any term of this agreement and such breach is not capable of remedy; or
 - c. an Insolvency Event occurs in respect of the other party.
- 10.3. In addition to any other termination right available to Quokka Net in this agreement or at law, Quokka Net may terminate any or all of the Services or the delivery of the Products (without liability to you) immediately by notice in writing if:
- a. you fail to pay the Charges by the invoice date;
 - b. you breach the Fair Use Policy; or
 - c. you fail to comply with any of our providers' or licensors' terms and conditions.
- 10.4. On termination or expiration of this agreement:
- a. you shall (at Quokka Net's absolute discretion) immediately pay all outstanding Charges and any other amount owing to Quokka Net under this agreement (including interest) or immediately return (at your own cost) the Products to Quokka Net;
 - b. Quokka Net may delete or otherwise dispose of all Customer Data (whether on a Quokka Net storage media or otherwise), unless Quokka Net Network receives, no later than 10 days after the effective date of the termination, a written request for the delivery to you of the then most recent back-up of Customer Data. Quokka Net shall use reasonable endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all fees outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Quokka Net in returning or disposing of Customer Data. Notwithstanding any other clause in this agreement, it is your obligation to ensure you have retained back-up copies;
 - c. all licences and rights granted under this agreement shall immediately terminate; and
 - d. You must immediately return any Products hired by you in accordance with the Hire Terms and Conditions.

11. Liability

- 11.1. The Products and Services shall be provided without any guarantees, conditions or warranties as to their accuracy, availability, completeness, reliability, suitability, quality,

security or currency and they are provided on an “as is where is” basis. To the maximum extent permitted by law, Quokka Net does not warrant that the Products and Services will (as the context permits):

- a. be uninterrupted or error free;
- b. meet your requirements; or
- c. be free from external intruders (hackers), unauthorised viruses or worm dissemination. Certain factors out of our control, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the benefit of the Products or Services at certain times.

You shall be responsible for maintaining adequate security and safety of computers and devices you use to access (directly or indirectly) any Products or Services, including but not limited to, updated anti-virus software and recent and operational back-ups, and you must maintain a recent copy of all Customer Data at your premises at all times. We will use our reasonable endeavours to ensure Customer Data is safe and recoverable. Notwithstanding, we will not be liable for:

- a. incomplete, out-of-date, corrupt or otherwise deficient data (including Customer Data) recovered from our back-ups; or
- b. your inability to contact emergency services or personnel.

11.2. Quokka Net shall not be liable where the Products and Services (as the context permits):

- a. have not been used strictly in accordance with its Documentation;
- b. have been altered or modified by anyone other than Quokka Net or the manufacturer;
- c. have been subjected to misuse, neglect, accident, damage in transit, abuse or unusual or natural hazard; or
- d. have been installed improperly.

11.3. Any timeframes are provided as a guide or estimate only and are not binding on Quokka Net.

11.4. To the fullest extent permitted by law, Quokka Net, its directors and employees hereby expressly exclude:

- a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity;
- b. any liability for any direct, indirect or consequential loss or damage;
- c. any liability for loss of income or revenue; loss or interruption of business; loss of profits; loss of anticipated savings; loss, corruption or alteration of data (including Customer Data); loss of goodwill; wasted management, loss of opportunity or expectation loss or loss of production; or
- d. any liability for personal injury or death to you or any third person, arising out of, related to or connected to the provision, access or use of the Products, the Services,

the Documentation or this agreement, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- 11.5. This does not affect any liability of Quokka Net which cannot be excluded or limited at law. Without limiting the foregoing, parties acknowledge that laws in certain jurisdictions may imply warranties and conditions which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the laws of any relevant jurisdiction, and in Australia, to the fullest extent permitted by Competition and Consumer Act 2010 (Cth), Quokka Net's liability is limited to any 1 or more of the following in its sole discretion:
- a. in the case of any goods, the replacement or repair of such goods, the supply of equivalent goods, or payment of the cost of repairing or replacing the goods or supplying the equivalent goods; and
 - b. in the case of any services, supply of services again or payment of cost of having services supplied again.
- 11.6. To the fullest extent permitted by law, you agree that in no event shall Quokka Net's maximum aggregate liability exceed either AUD\$10,000 or the amount paid by you for the Products or Services (the subject of the claim) in the last 6 months (whichever is the lower).
- 11.7. You shall indemnify Quokka Net, its Personnel and Related Bodies Corporate from and against all actions, claims, suits, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to:
- a. the breach or non-performance by you or your Personnel of any of your obligations under this agreement;
 - b. negligence, willful or wrongful acts or omissions committed by you or any of your Personnel;
 - c. loss or damage to any property belonging to you, your Personnel or any third party (including Customer Data), or any personal injury or death caused by you or your Personnel; or
 - d. breach of any third party's Intellectual Property Rights caused by you or your Personnel.

12. Intellectual Property and Confidentiality

- 12.1. You acknowledge and agree that Quokka Net and/or its licensors own all Intellectual Property in the Products, Services and Documentation (and all updates, modifications, improvements, new versions, and anything else arising or generated therefrom) (**Quokka Net's IP**). Except as expressly stated herein, this agreement does not grant you (or anyone else) any rights to, or in, Intellectual Property, or any other rights or licences, in respect of the Products, Services or the Documentation, whether existing now or at any time in the future.

- 12.2. For the duration of this agreement, Quokka Net grants you a royalty-free, non-exclusive, personal and non-sublicensable licence to use and access the Quokka Net IP as is embodied in the Services to the extent necessary for you to use those Services for your business purposes.
- 12.3. You agree not to use the Services to process, submit or input Customer Data, Personal Information or any other information unless you have the rights to do so and you warrant that use of the Customer Data by Quokka Net will not infringe the Intellectual Property Rights of any person.
- 12.4. Save as required by law, all information supplied by Quokka Net, its Personnel or Related Bodies Corporate, or otherwise brought to your attention, in relation to the Products, Services, Documentation, Charges or any other terms of this agreement, is confidential and must not be disclosed by you to a third party (except to your professional advisors) without Quokka Net's written consent. This includes, without limitation, the information provided to you in any form (including written and electronic) and by any means (including during any conversations with you). Upon the expiry or termination of this agreement, such confidential information must either be destroyed or returned to Quokka Net, as directed by Quokka Net. The obligations of confidentiality imposed by this agreement survive the termination of this agreement.
- 12.5. You hereby grant Quokka Net permission to use and publish your name, logo and trade mark, together with reference(s) to the fact that you are a customer of Quokka Net, in any medium whatsoever, including on its website or marketing collateral
- 12.6. You agree that, in relation to Customer Data and to the extent that you come into possession of any Personal Information in the course of exercising your rights or performing your obligations under this agreement, you will comply with the provisions of the Privacy Act 1988 (Cth).

13. Third Party Providers

- 13.1. You acknowledge that the Products and Services may enable or assist you to use or access Third Party Products and Services and that you do so solely at your own risk.
- 13.2. Quokka Net makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such Third Party Products and Services, or any transactions completed or any contract entered into by you, with the owner, licensor or operator of such Third Party Products and Services.
- 13.3. Quokka Net recommends that you refer to the third party's terms and conditions and privacy policy prior to using the relevant Third Party Products and Services made available via the Services. It is your sole responsibility to determine that specific goods or services meet the needs of your business and are suitable for the purposes for which they are used.
- 13.4. Any rights you may have to access Third Party Products and Services shall be limited to:

- a. the extent of Quokka Net's ability to pass on such rights to you; and
- b. the relevant third-party licensor terms.

14. Force Majeure

- 14.1. Quokka Net shall have no liability to you under this agreement or otherwise, if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond control including, but not limited to, acts of God, failure of a utility service or transport or telecommunications network, riots, civil commotion, computer hacking, war, acts of terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or earthquake, any disaster or adverse weather, governmental actions, default or non-performance of hosting or data centre providers or other suppliers or sub-contractors, labour disputes, or any other failure, act or omission in Quokka Net's supply chain (**Force Majeure Event**).
- 14.2. You accept that access to the Services may be temporarily suspended as required during a planned or unplanned service outage, technical failure, maintenance work or excessive server load on the technical equipment used by Quokka Net. In some cases, Quokka Net may be unable to notify you of such an occurrence.

15. Non-solicitation

You shall not, for the duration of this agreement, and for a period of 6 months thereafter (or, if this is held invalid, for a period of 3 months from the date of termination of the agreement), hire, engage, solicit, employ or contract the services of any Personnel of Quokka Net or others involved in the provision of Products or Services on behalf of Quokka Net, unless otherwise agreed by a director of Quokka Net in writing.

16. Dispute resolution

The parties must, before resorting to court proceedings (except interlocutory or interim relief), refer any dispute between the parties under or relating to this agreement initially to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved with this period, then either party may, in its sole discretion, initiate court proceedings. Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this agreement.

17. Notice

- 17.1. All notices, requests, demands, consents, approvals, offers, agreements or other communications (**notices**) given by a party under or in connection with this agreement must be:
 - a. in writing;

- b. signed by a person duly authorised by the sender or, where transmitted by e-mail, sent by a person duly authorised by the sender;
- c. directed to the intended recipient's address (as specified in clause 17.3 or as varied by any notice); and
- d. hand-delivered, sent by prepaid post or transmitted by e-mail to that address.

17.2. A notice given in accordance with this clause is taken as having been given and received:

- a. if hand-delivered, on delivery;
- b. if sent by prepaid post:
 - i. within Australia, on the fourth Business Day after the date of posting; or
 - ii. to or from a place outside Australia, on the seventh Business Day after the date of posting;
- c. if transmitted by e-mail, on transmission; or
- d. if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice, but, if the delivery or transmission is not on a Business Day or is after 5.00pm (recipient's time) on a Business Day, the notice is taken to be received at 9.00am (recipient's time) on the next Business Day.

17.3. The parties' respective details for the purposes of this clause are set out in the Schedule to this agreement (unless otherwise notified in writing by 1 party to the other).

18. General

18.1. A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

18.2. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.3. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, then the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18.4. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.5. Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement, except that Quokka Net may assign, sell or transfer its rights or obligations under this agreement to a Related Bodies Corporate or bona fide third party purchaser of Quokka Net's business.

- 18.6. This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute 1 and the same instrument. No counterpart shall be effective until each party has executed at least 1 counterpart. It is agreed that this agreement may be executed electronically and an executed facsimile, or an electronic copy of a digital scan, of same (where such facsimile or email address has been notified by a party to the other party for these purposes) shall serve as a legal and binding contract with the same force and effect as the original.
- 18.7. The laws of the state of Victoria, Australia govern this agreement. The parties agree to submit to the exclusive jurisdiction of the courts of Victoria.
- 18.8. Nothing in this agreement is to be construed as constituting a partnership, employment relationship, joint venture, or any other form of association between the parties in which 1 party may be liable for the acts or omissions of any other party.

19. Definitions

The definitions in this clause apply in this agreement:

- (a) **Agreed Variation** has the same meaning given in clause 6.2.
- (b) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (c) **Business Hours** means 9am to 6pm on Business Day.
- (d) **Charges** means the fees and charges payable by you to Quokka Net for the Products and Services as set out in the Schedule.
- (e) **Commencement Date** has the same meaning given in clause 3.1.
- (f) **Customer Data** has the meaning in clause 4.3.
- (g) **Documentation** means the documents made available to you by Quokka Net which sets out the description of the Products and Services (including operating instructions, manufacturer's specifications and recommendations, manuals and product warnings)
- (h) **Force Majeure Event** has the meaning given in clause 14.1.
- (i) **Intellectual Property Rights** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.
- (j) **Personnel** means any director, officer, employee, agent, contractor, sub-contractor, consultant or volunteers of a party.
- (k) **Personal Information** has the meaning set out in section 6 of the Privacy Act 1988 (Cth).
- (l) **Products** means computer products and hardware (including all Intellectual Property contained therein):
 - (i) supplied by Quokka Net to you pursuant to the Schedule, and more particularly described in the Website; and/or
 - (ii) that interoperate with the Services.
- (m) **Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).

- (n) **Refund, Repair and Return Policy** means the policies and procedures that govern the refund, repair and return of Products purchased by you from Quokka Net.
- (o) **Services** means:
 - (i) the services to be provided by Quokka Net to you in accordance with the Schedule, and more particularly described in the Website;
 - (iii) Set-up Services; and
 - (iv) Support Services.
- (p) **Service Levels** means the standards of service which Quokka Net must achieve in providing the Support Services to you as set out in the Schedule.
- (q) **Set-up Services** has the meaning given in the Schedule.
- (r) **Support Services** means the support services in accordance with the Quokka Net Support Policy in effect at the time the Services are provided.
- (s) **Term** has the meaning given in clause 3.1.
- (t) **Third Party Products and Services** means software, hardware, products, services or content (including all Intellectual Property contained therein) that: (a) are provided by third parties; (b) interoperate with the Products or Services; or (c) may be identified as third party products or services.
- (u) **Quokka Net IP** has the meaning given in clause 12.1.
- (v) **Website** means the website situated at <http://quokkanet.au> or any other website notified by us from time to time.