

Alarm Service Terms & Conditions

Explanation of Terms used

Additional Services

Any services required to be performed at the Client's request to repair or replace the Equipment or Pre-Existing Equipment due to the neglect, abuse or incorrect use of the Equipment or Pre-Existing Equipment or because of the occurrence of an Event or of any other circumstances outside the control of Victory Net Pty Ltd or the manufacturer of the Equipment.

Agreement Date

The date this Agreement is signed by the Client.

Alarm Response Officer

Means an agent or employee of the Optional Alarm Response Service Provider.

Alarm Response Fees

The fees charged for and on behalf of the Optional Alarm Response Service Provider and payable by the Client within fourteen (14) days.

APPs

The Australian Privacy Principles contained in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* (Cth).

Carrier

The supplier engaged directly by the Client to provide telecommunications at the Site to enable the Security Services to be provided to the Client by Victory Net Pty Ltd.

Client

The person or persons or legal entity named in the Customer Service Agreement (TERMS & CONDITIONS) Part A.

Cooling Off Period

Where this TERMS & CONDITIONS is subject to unsolicited consumer agreement legislation, a ten (10) business day cooling off period applies.

Commissioning / Commissioned

The enabling of the Equipment or Pre-Existing Equipment to ensure that a System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Commissioning Date

The date that the Equipment or Pre-Existing Equipment is Commissioned.

Decommissioning / Decommissioned

The disabling of the Equipment or Pre-Existing Equipment to ensure no further System Event is transmitted from the Equipment or Pre-Existing Equipment to a receiver.

Decommissioning Fee

The one-off fee payable by the Client to enable Victory Net Pty Ltd to decommission the Equipment or Pre-Existing Equipment on the expiry or termination of the TERMS & CONDITIONS.

Early Termination Fees

Means for interim customers, 100% of the balance of the Fees payable for the remaining Initial Term; for example, if the Customer was on a 24-month initial plan and terminates the agreement in month 11, the Fees for the remaining 13 months of the Initial Term are payable as a result of the termination.

Effective Date

The date on which billing of the Fees commences. This is the Commissioning Date or the Security Services becoming effective, or (where a Cooling Off Period applies) the end of the Cooling Off Period, whichever is the later.

Emergency Services

The providers of emergency services e.g. Ambulance, Fire Brigade, and/or Police.

Equipment

The items and products listed in the (Part E) which the Client purchased for installation by Victory Net Pty Ltd at the Site. This includes the option of dialler, Securitel, GSM Mobile, IP Monitoring or a combination of these options of line based monitoring technology. Pre-Existing Equipment means equipment previously installed at the Site by others before the commencement of the TERMS & CONDITIONS.

Equipment Fees

The fees for the purchase of the Equipment, and for Optional Equipment Installation if elected by the Client as set out in provided quote by Victory Net and Clients Purchase order

Event

Means:

- (a) earthquake, volcanic eruption, act of God, fires (including bushfires), floods, lightning strikes, cyclones, hurricanes, storms, tropical storms, tidal wave, accidents, inclement weather;
- (b) strikes, lock-outs, bans, limitation of work or other industrial disturbance;
- (c) riots, war (including civil war), insurrection, vandalism, sabotage, national emergency (whether in fact or law), piracy, hijack, act of terrorism including the use or threatened use of violence or act putting the public in fear;
- (d) embargo, blockade, government acts regulations or requests, delays or interruption in transportation, inability to obtain resources, failure or interruption of utilities (including electricity and water), network failure, telecommunications breakdown, default by suppliers and subcontractors;
- (e) temporary closure of roads, traffic conditions, motor vehicle breakdowns; and
- (f) any other events beyond the reasonable control of the Affected Party, which prevent or hinder the Affected Party from carrying out its obligations under this TERMS & CONDITIONS and being not due to its fault or negligence.

Event Report

A written report or account of any System Events that are communicated by the Client's alarm system to Victory Net Pty Ltd's monitoring centre. This is an Optional Service.

Fees

The fees for the Security Services which comprise:

- Monitoring Fees
- Equipment Fees, if applicable
- Alarm Response Fees, if applicable
- Guard Fees, if applicable; and
- Fees applicable for any other Optional Service, Additional Service or as otherwise provided in the TERMS & CONDITIONS.

GST

Any tax in the nature of a tax on or on the supply of goods, real property, services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the Term, other than any interest, fine, penalty, fee or other payment imposed on or in respect of such tax.

Guard Service

The attendance of a security officer to guard the Site until such time as the Nominated Contact (NC) makes other arrangements. This is an ad-hoc service provided to the Client if instructed to do so by the NC. This service is additional to the Optional Alarm Response Service and attracts separate and additional Guard Service Fees.

Guard Service Fees

The fees charged by the Guard Service Provider for the Guard Service and payable by the Client.

Guard Service Provider

Means Victory Net Pty Ltd's preferred provider to undertake the Guard Service.

Initial Term

- For Initial Plans, the period set out in the TERMS & CONDITIONS commencing on the Effective Date; for a minimum of twelve (12) months and
- For Ongoing plans, the period of one (1) month commencing on the Effective Date.

Monitoring

The service of monitoring and actioning System Events received from the Equipment and/or the Pre-Existing Equipment as soon as practicable in accordance with the Monitoring Instructions and Australian Standard AS2201.2.

Monitoring Fees

The fees charged by the Monitoring Provider and payable by the Client to Victory Net Pty Ltd in equal monthly instalments in advance under a Monthly Plan or Interim Plan.

Monitoring Instructions

Detailed written instructions from the Client regarding its requirements for the provision of and timing of the Security Services. The initial Monitoring Instructions must be set out in the TERMS & CONDITIONS (Part C) and are the procedures to be followed by Victory Net Pty Ltd in the event of a System Event. The Client may alter or update its Monitoring Instructions at any time during the Term of the TERMS & CONDITIONS by notifying Victory Net Pty Ltd by phone, e-mail, facsimile or letter. The updated Monitoring Instructions will then become effective and supersede the initial or previous Monitoring Instructions upon twenty-four (24) hours of receipt by Victory Net Pty Ltd.

Monitoring Provider

Means Victory Net Pty Ltd's preferred provider to undertake the Monitoring.
Has the meaning assigned to this term in s50 of the *Corporations Act 2001* (Cth).

Security Services

Means the Standard Services and any elected Optional Service and/or Additional Service.

Site

The location specified in the TERMS & CONDITIONS (Part B) as the installation site.

Standard Hours

- Monitoring: 24 hours a day, 7 days a week
- Additional Services, Commissioning, Decommissioning, Optional Equipment Installation, Optional Preventative Maintenance, Warranty Work: Monday to Friday excluding public holidays, from 08:30 hours to 1800 hours AEST, subject to alteration by Victory Net Pty Ltd from time to time at its discretion.

Standard Services

- Dialler Monitoring; and
- Warranty Work where Equipment is installed (but excluding Pre-Existing Equipment).

Supply

Any form of supply including any supply within the meaning of any Commonwealth, State or Territory legislation imposing, or relating to the imposition of GST.

System Event

The indication of an alarm event received by Victory Net Pty Ltd from the Equipment or Pre-Existing Equipment at the Site. This includes intruder alerts, and fault and reporting signals (including fault signals, timer tests and low battery alerts).

Telecommunications Network

Means the signal transmission medium nominated by the Client for the alarm system connected at the premises.

Term

The Initial Term together with any renewal period under clause 1.

Monthly Plan

A plan where the Security Services are provided for a fixed period of time – either twelve (12), twenty-four (24) or thirty-six (36) months from the Effective Date. Early Termination Fees are applicable if a Initial Plan is cancelled or terminated before the Initial Term has expired.

Warranty Period

Twelve (12) months commencing on the Commissioning Date.

Warranty Work

The work required to be done to repair an inherent defect affecting the functionality of the Equipment but excludes (i) any work required to be done to repair the Equipment which is caused by the Client's neglect, abuse or incorrect use or caused by circumstances beyond Victory Net Pty Ltd's control or the control of the manufacturer of the Equipment, including vandalism, fire, water damage, power surge or other Event and (ii) any work required in relation to Pre-Existing Equipment.

Monitoring of Alarm Systems Terms & Conditions

1. TERM

- 1.1 This TERMS & CONDITIONS commences from the first day the client enters into a monitoring agreement with Victory Net Pty Ltd and all associated Entities.
- 1.2 These TERMS & CONDITIONS will continue until the end of the initial period and then automatically renew on a 6 monthly basis until such time as either party gives the other one (1) months notice of termination in writing prior to the end of the monitoring period. The client may terminate the monitoring agreement during the monitored term by giving one(1) months notice in writing to Victory Net Pty Ltd, however early termination fees apply in accordance with clause 9 below
- 1.3 Initial monitoring period is deemed by negation of Security contract and will not be less than twelve (12) months.
- 1.4 Each term of the additional monitoring will be 6 months. Client must pay for the 6 months in advance is amount is not refundable.

2. COOLING OFF PERIOD

- 2.1 This TERMS & CONDITIONS may be subject to a Cooling Off Period in accordance with the applicable legislation regarding unsolicited consumer agreements (as this term is defined in the *Competition and Consumer Act 2010*).
- 2.2 Where a Cooling Off Period applies:
 - 1) Victory Net Pty Ltd will not accept any payment during the Cooling Off Period;
 - 2) Victory Net Pty Ltd will not provide any Security Services during the Cooling Off Period;
 - 3) Victory Net Pty Ltd will not supply any Equipment exceeding five hundred Australian Dollars(\$500) in value during the Cooling Off Period;
 - 4) The Client may cancel this agreement within this period without penalty by giving Victory Net Pty Ltd notice in writing.
- 2.3 If the Client cancels the agreement during the Cooling Off Period and any leased Equipment /Purchased (unpaid) equipment was supplied during that period, the Client agrees to provide Victory Net Pty Ltd with reasonable access to the Site during Standard Hours to remove the Equipment within thirty (30) days of cancellation. Failure to provide Victory Net Pty Ltd with such access will result in the Client being invoiced for the cost of the leased Equipment or recovery costs of unpaid debts.

3. PROVISION OF SECURITY SERVICES

- 3.1 Victory Net Pty Ltd will provide the Security patrol Services to the Client for the Term.
- 3.2 Alarm responses will be additional charge separate to monitoring charge.
- 3.3 Victory Net Pty Ltd, its sub contractors and the Client must respectively comply with, amongst other things, all building and safety laws and regulations applicable to the Site.

4. PROVISION OF MONITORING & ALARM RESPONSE

- 4.1 Victory Net Pty Ltd will monitor alarms through their designated control rooms. Monitoring of alarm will depend on the monitoring clients instructions. Furthermore depending on dialler used may incur additional call charges to telephone bill to which the client is responsible for payment of additional call charges through their telephone provider.
- 4.2 The Client acknowledges and agrees that:
 - 1) Victory Net Pty Ltd will not take any action on receiving a System Event except as specifically and explicitly directed by the Client in the Monitoring Instructions;

- 2) The Client is responsible to ensure that the Monitoring Instructions to Victory Net Pty Ltd are at all times current, correct and tailored to suit the Client's individual requirements;
- 3) Victory Net Pty Ltd will use all due care and skill to comply with the Monitoring Instructions;
- 4) Any expenses charged by any Security Patrol company or Emergency Services notified by the Monitoring Provider must be paid by the Client (including false alarms);
- 5) Emergency Services will not be contacted unless there is a verified intruder or duress situation.
- 6) for Optional Alarm Response Services:
 - a) Optional Alarm Response Services will be dispatched only in accordance with the Monitoring Instructions;
 - b) Each Optional Alarm Response Service will be charged at the Optional Alarm Response Services Provider's standard rates for those services at the time of request. Current standard rates are available on request and generally comprise a call out flat fee and a per minute charge rate for attendance at the Site;
 - c) The Alarm Response Officer will, on attendance at the Site in response to a System Event:
 - i. Visually inspect all points of entry where access is unhindered;
 - ii. Visually inspect all glazed areas on ground level where access is unhindered;
 - iii. Report any observed security breaches to the Monitoring Provider;
 - iv. Implement nominated after hours instructions (if any);
 - v. Provide an attendance report to Victory Net Pty Ltd; and
 - vi. Only if the Alarm Response Officer holds keys and codes for the Site, will also if and as directed in the Monitoring Instructions:
 - inspect internal alarmed areas;
 - re-arm or re-set the alarm panel in the Equipment; and
 - If expressly instructed by the client, use best endeavours to engage a Guard Service to resecure the Site at the Client's cost. Placement of guard will result in a minimum four (4) hour charge at standard rates applicable at the time.
 - d) The Alarm Response Officer will not:
 - i. Apprehend offenders where there is a potential safety risk or enter an area of potential risk; or
 - ii. In cases where the Alarm Response Officer does not hold keys to the Site; will not enter the Site including entry through secured gates or into areas where access cannot be gained, or re-arm the Equipment.

- e) Should the Alarm Response Officer detect a security breach or break and enter the Alarm Response Officer will:
 - 1. Contact the Monitoring Provider with details of the break and enter. The Monitoring Provider will attempt to contact a key holder to seek instructions;
 - 2. Conduct a visual check of the break and enter area, if practical, lawful and instructed to do so attempt to secure the crime scene and assist in ensuring potential evidence is not destroyed or compromised; and
 - 3. Await the attendance of Emergency Services or the key holder and not leave until authorised to do so by the Monitoring Provider or the key holder; and
 - 4. Take appropriate action to minimise loss and/or damage as per the key holder's instructions and at the Client's cost.

- 7) Alarm Response Services are shared with other customers of Victory Net Pty Ltd and the Client agrees and acknowledges that exceptionally busy periods and/or unforeseen circumstances may occasionally prevent attendance at a Client's premises.
- 8) The client agrees to maintain up to date contact information at all times. All changes to key holders and staff will be notified in writing to within 7 days of such changes to security@victory.net.au.
- 9) The Client must:
 - (1) promptly notify Victory Net Pty Ltd of any break-in or attempted break-in to the Site;
 - (2) allow Victory Net Pty Ltd access to the Site whenever Victory Net Pty Ltd reasonably requires for testing the Equipment (or Pre-Existing Equipment) and its operational performance;
 - (3) not place any direct or indirect obstacles in front of the Equipment or Pre-Existing Equipment detectors as such action will either partially or completely restrict the effectiveness of the Equipment or Pre-Existing Equipment; and
 - (4) immediately notify Victory Net Pty Ltd if the Client detects a fault in the Equipment.

5. OPTIONAL GSM MONITORING AND OPTIONAL GPRS MONITORING

- 5.1** If the Optional GSM or GPRS Monitoring is selected by the Client, Victory Net Pty Ltd will provide the Security Services via the Telecommunications Network.
- 5.2** The Client acknowledges that the provision of the Optional GSM or GPRS Monitoring by Victory Net Pty Ltd may be interrupted and may not be error free.
- 5.3** Victory Net Pty Ltd shall not be liable for any loss or damage sustained or incurred by the Client in the course of Victory Net Pty Ltd providing the Optional GSM or GPRS Monitoring as a result of or in relation to the failure to receive or transmit any data or the receipt or transmission of incorrect data relating to or resulting from, whether directly or indirectly, any defect, error or malfunction in the Telecommunication Network.

If the Client selects the Optional GSM or GPRS Monitoring, then the Client agrees to use the SIM Card provided by Victory Net Pty Ltd, unless otherwise agreed.

- 5.4** The Client acknowledges that the SIM Card provided as part of the Optional GSM or GPRS Monitoring will at all times remain the sole property of Victory Net Pty Ltd, and that nothing in

this TERMS & CONDITIONS shall confer upon the Client any right of property or interest in, or title to, the SIM Card and that Victory Net Pty Ltd will cancel the SIM Card in the event that the Equipment is Decommissioned for any reason.

6. ADDITIONAL SERVICES

If the Client requests Victory Net Pty Ltd to provide Additional Services, and Victory Net Pty Ltd agrees, the terms of this TERMS & CONDITIONS apply to the Additional Services and the Client must pay for the Additional Services:

- i. at the following rate, if Victory Net Pty Ltd:
- ii. has quoted an amount before providing the Additional Services, the amount quoted; or
- iii. has not given any quote, an amount calculated for the Additional Services provided at Victory Net Pty Ltd's standard rates for such work;
- iv. Victory Net Pty Ltd will provide an estimated time to complete the Additional Services based on the description of the likely Additional Services that will be required.
- v. The client acknowledges that alarms need regular servicing and replacement of parts to ensure optimal performance. In order to protect warranty of service Victory Net needs to provide at least annual service to system and replace / repair defective parts / battery at additional cost to client.

7. DECOMMISSIONING

- 7.1** The Client acknowledges and agrees that upon the expiry of the Term or earlier or subsequent termination of these TERMS & CONDITIONS (where exercised by the Client), the Client must arrange at its cost for Decommissioning of the alarm dialler component of the Equipment. Decommissioning is recommended on the cessation of Monitoring in order to prevent System Events being directed to the Monitoring Provider and being charged to the current owner or occupier of the Site.
- 7.2** As a precondition to Victory Net Pty Ltd providing the Security Services under these TERMS & CONDITIONS, upon the cancellation of the Security Services or subsequent termination of the TERMS & CONDITIONS the Client agrees to decommission the system as directed.
- 7.3** Where the Client does not allow for Decommissioning, the Client agrees to indemnify Victory Net Pty Ltd and keep Victory Net Pty Ltd indemnified against all costs and expenses incurred directly or indirectly by Victory Net Pty Ltd to disconnect or reprogram the alarm dialler component of the Equipment and any related dialler expenses, including telephone charges invoiced by the Carrier.

8. FEES

- 8.1** The Client must pay Victory Net Pty Ltd in advance the Monitoring Fees and Equipment Fees in the manner and at the times specified in the TERMS & CONDITIONS . The Monitoring Fees and the Equipment Fees are fixed for the Initial Term.
- 8.2** Monitoring Fees are paid by six (6) monthly instalments in advance or annually in advance; the first payment is due on the Effective Date and if paid in instalments, thereafter on the same date each relevant cycle, until the Fees are paid in full.
- 8.3** Equipment Fees are paid in full on the Effective Date, or by way of a Payment Plan if negotiated. When a Payment Plan is selected, a deposit at the time of installation is required. The full amount or the balance will be divided by the number of months selected for the Payment Plan as specified in the TERMS & CONDITIONS and billed the first Sunday of each month following the Effective Date until paid in full.
- 8.4** Fees for Alarm Response Fees and Guard Fees, if applicable, are invoiced to the Client at the applicable rates prevailing at the time of provision of those Security Services. Such fees are payable within fourteen (14) days of invoice date. Indicative rates for these services are available by calling Victory Net Pty Ltd on 1300 124 822.
- 8.5** Fees for Optional Preventative Maintenance, if elected by the Client at the time of the Effective Date, are fixed for the Initial Term. Fees for such services are paid by equal monthly instalments in advance, the first of which is payable on the Effective Date and thereafter monthly on the same date as the Effective Date until the Fees are paid in full.
- 8.6** If the Client has elected to pay any part or the whole of the Fees to Victory Net Pty Ltd by direct debit of the Client's bank account, the Client undertakes to promptly sign a direct debit authority and deliver the signed authority to Victory Net Pty Ltd to give effect to this undertaking. The Client agrees and acknowledges that the Direct Debit Contract applies to the Client's direct debit payments of those Fees. If the Client fails to make a payment for any Security Service required to be made under this TERMS & CONDITIONS, the Client authorises Victory Net Pty Ltd to deduct from the Client's account on the next day that a payment is due, an amount equal to all amounts then outstanding and due and payable to Victory Net Pty Ltd.
- 8.7** Victory Net Pty Ltd reserves its right to increase Monitoring Fees and Optional Preventative Maintenance after the Initial Term. Any increase in fees will be notified to the Client in writing at least thirty (30) days prior to such increase becoming effective and the Client may elect to terminate this TERMS & CONDITIONS upon fourteen (14) days written notice prior to the increase becoming effective.
- 8.8** Where any Supply under this TERMS & CONDITIONS is or becomes subject to a GST, an amount equal to the GST paid or payable for that Supply will be added to the amount exclusive of GST paid or payable for that Supply under this TERMS & CONDITIONS. Each party agrees to do all things, including providing invoices and other documentation, which may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable for any Supply under these TERMS & CONDITIONS.

9 TERMINATION

9.1 Termination by the Client

- (a) The Client may terminate this TERMS & CONDITIONS without cause:

- (i) at any time and without Early Termination Fees during the Cooling Off Period in accordance with clause 1A;
- (ii) if the Client has subscribed a Interim Plan, at any time and without Early Termination Fees by giving Victory Net Pty Ltd one (1) month's prior notice in accordance with clause 1.2;
- or
- (iii) if the Client has subscribed a TermPlan, at any time during the Initial Term by giving Victory Net Pty Ltd one (1) month's prior notice in accordance with clause 1.3, and subject to the Early Termination Fees.

(b) The Client may terminate this TERMS & CONDITIONS for cause:

- (i) immediately and without Early Termination Fees, if Victory Net Pty Ltd has committed a substantial breach of its obligations under the TERMS & CONDITIONS and the breach has not been rectified within fourteen (14) days of notification in writing to Victory Net Pty Ltd, provided always that all outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable on the date of termination; or
- (ii) in case of an Event and without Early Termination Fees, in accordance with clause 14.

9.2 Termination by Victory Net Pty Ltd

Victory Net Pty Ltd may terminate the TERMS & CONDITIONS for cause:

- (a) in case of an Event and without charging an Early Termination Fees, in accordance with clause 14;
- (b) if the Client is in breach of a payment obligation under this TERMS & CONDITIONS, and the breach is not rectified within fourteen (14) days of notification; for purposes of this sub-clause, the first reminder correspondence from Victory Net Pty Ltd to the Client will be deemed notice to the Client to rectify the payment breach within fourteen (14) days;
- (c) Any breach (other than failure to pay) by the Client in respect of any provision of this TERMS & CONDITIONS which is not rectified within fourteen (14) days of notification by Victory Net Pty Ltd, will entitle Victory Net Pty Ltd to terminate this TERMS & CONDITIONS for breach, and to charge Early Termination Fees; or
- (d) As otherwise provided in the TERMS & CONDITIONS.

10 GENERAL PROVISIONS

10.1 Either party may give the other notice under this TERMS & CONDITIONS by letter, e-mail or facsimile, addressed in the case of a letter at the address last known to the party giving the would have been delivered in the ordinary course of post or transmission.

- 10.2** The Client must not assign or novate its interests in this TERMS & CONDITIONS without Victory Net Pty Ltd's prior written consent, which may be withheld at Victory Net Pty Ltd's discretion. Victory Net Pty Ltd may at any time assign or novate any part of its rights and obligations under this TERMS & CONDITIONS to a reputable organisation (including a Related Body Corporate) who agrees to be bound by the terms of this TERMS & CONDITIONS, without the Client's consent.
- 10.3** This TERMS & CONDITIONS is subject to the laws of the State or Territory in which the Site is located and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory.
- 10.4** Victory Net Pty Ltd may vary the terms of this TERMS & CONDITIONS by giving the Client thirty (30) days' prior notice of the varied terms. Such notice will stipulate all proposed variations to this TERMS & CONDITIONS to enable the Client to ascertain whether the change is detrimental. If, after the expiry of thirty (30) days, the Client continues to acquire the Security Services, the Client will be deemed to have accepted the varied terms set out in the notice. The Client may, at any time during the thirty (30) day period, provide notice to Victory Net Pty Ltd of the termination of this TERMS & CONDITIONS on the date that the variations would come into effect based on the proposed variations and without payment of Early Termination Fees, where applicable. All outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable within fourteen (14) days of the date of termination. Any refunds (including advance payments) due to the Client will be paid within fourteen (14) days of the termination.

11. CLIENT'S OBLIGATIONS AND ACKNOWLEDGMENTS

- 11.1** Except where otherwise provided in this TERMS & CONDITIONS, the Client will:
- 1) Be liable for any breach of this TERMS & CONDITIONS committed by the Client;
 - 2) Pay Victory Net Pty Ltd interest on overdue monies at the rate for the time being published by the Commonwealth Bank of Australia for overdrafts under \$100,000.00, interest to be calculated on daily balances;
 - 3) Ensure the Site will at all times be a safe working environment for Victory Net Pty Ltd's employees, contractors, agents and authorised representatives and (without limitation) does not contain asbestos or similar hazards or any infections or building diseases. The Client must notify Victory Net Pty Ltd in advance of any unsafe condition at the Site that may affect the performance of work at the Site. Victory Net Pty Ltd reserves the right to refuse to perform any work at the Site (including without limitation Optional Equipment Installation, Optional Preventative Maintenance, or Warranty Work), if in Victory Net Pty Ltd's reasonable opinion the Site is not a safe working environment, until such time as the Site has been made safe at the Client's cost (including professional removal of all asbestos product from that part of Site where asbestos is present); and
 - 4) Be responsible for identifying and notifying Victory Net Pty Ltd, either verbally or in writing, of the location of any existing services, concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Site to the extent known by the Client.

The Client acknowledges and agrees that:

- a) The Fees are based on the value of the Security Services and are not related to the value of the Client's property or the property of others located on the Site;

- b) All of its authorised users have received adequate training in the use of the Equipment and/or Pre-Existing Equipment before its operation and undertake to ensure that any additional authorised users receive similar training and if applicable, to pay Victory Net Pty Ltd's reasonable fees for this training;
- c) It will promptly arrange for its authorised users to be fully conversant with the procedures contained in any manuals or guides for the Equipment, the Pre-Existing Equipment and the Security Services, whether or not issued by Victory Net Pty Ltd, and undertake to ensure that additional authorised users are also made fully conversant with these procedures;
- d) It will promptly notify Victory Net Pty Ltd if it or its authorised users have any difficulty in understanding or implementing the provisions contained in any owners' guide for the Equipment or user guides for the Security Services that may be issued by Victory Net Pty Ltd;
- e) Victory Net Pty Ltd is not an insurer of the Site or other property and risks, that the Security Services and installation of the Equipment at the Site cannot be guaranteed to prevent unauthorised entry, loss or damage at the Site and that it is extremely advisable for the Client to effect and maintain all normal and prudent insurance policies for all usual risks including fire, burglary, theft and consequential loss and damage, as well as exercise all reasonable precautions that can be expected from a prudent and diligent home owner or occupier;
- f) times for date of delivery or installation of the Equipment indicated by by Victory Net Pty Ltd to the Client in any quotation are estimates only, and although every reasonable effort will be made by Victory Net Pty Ltd to achieve delivery or installation within the time specified, no liability shall arise in respect of any failure by Victory Net Pty Ltd to deliver or install the Equipment within such time. If the Optional Equipment Installation has not been achieved within five (5) working days of the estimated delivery or installation date due to factors outside the Client's control, unless otherwise agreed by the Client, the Client may cancel this TERMS & CONDITIONS for late delivery without penalty;
- g) Following completion of the installation of the Equipment, Victory Net Pty Ltd will issue to the Client its commissioning certificate stating the installation completion date;
- h) The performance of the Equipment and/or the Pre-Existing Equipment can be affected by equipment and communication services which are provided by Carriers. Victory Net Pty Ltd will not accept responsibility for Equipment or Pre-Existing Equipment performance issues which are attributable to equipment and/or services not supplied by Victory Net Pty Ltd;
- i) All telephone charges relating to the functioning of the alarm dialler component of the Equipment and/or Pre-Existing Equipment are the Client's responsibility;
- j) Australian Standards recommend the servicing of Equipment at least once every twelve (12) months in order to maintain it in effective working condition;
- k) Even if the Equipment is serviced in accordance with the recommendations of the relevant Australian Standard, this does not guarantee that the Equipment will operate if failure is caused by technical fault or other causes outside Victory Net Pty Ltd's control;

l) There are varying levels of line integrity between the optional monitoring technologies (i.e. digital dialler line base monitoring technology and digital mobile technology) and the Client has elected to utilise technology specified in the contract. As specified on Victory Net Quote and / or Client purchase order.

m) In respect of digital dialler line based monitoring, the Monitoring Provider will not be aware of a communications failure if the telephone line is severed or disabled between the Monitoring Provider and the security panel in the Equipment, until the next time the panel is programmed to send a test System Event to the Monitoring Provider;

n) A "line fail" System Event may indicate malicious damage to the telephone line connecting the Site to the Monitoring Provider and may indicate a break-in or other unlawful activity at the Site;

o) Whilst the telephone line communication and/or digital mobile communication is severed or disabled for any reason, maliciously or otherwise, it is the Client's responsibility to notify Victory Net Pty Ltd of the disconnection of the Equipment and acknowledge that the Security Services will not be provided by the monitoring centre until such time as the telephone line communication and/or digital mobile communication is restored;

p) If a digital dialler is fitted to the Equipment or the Pre-Existing Equipment it is programmed to send regular test System Events to Victory Net Pty Ltd's monitoring centre; and

q) The Client is responsible for the cost of all telephone calls emanating from the Equipment and/or Pre-Existing Equipment.

11.2 Where the Security Services include smoke detection equipment sold and installed by Victory Net Pty Ltd as part of the Equipment, the Client acknowledges that smoke detector devices:

1) Are intended only to provide an early warning system in the event of fire or smoke;

2) Are not intended for the purposes contemplated by, and do not comply with, AS1670.1-2004 Fire Detection, Warning Control and Intercom Systems, the Building Code of Australia and applicable legislation and Australian standards relating to fire alarm equipment and installation;

3) Must be serviced in accordance with the manufacturer's specifications, and that it is the responsibility of the Client to arrange such servicing. Victory Net Pty Ltd, on the written request of the Client, can arrange servicing of the smoke detection equipment for a fee payable by the Client; and

4) Are not lifesaving equipment and must not be relied on by the Client for the purposes of meeting any obligation under any Commonwealth or State legislation, Australian standards, local regulations or the Building Code of Australia or for insurance purposes.

12. CREDIT ENQUIRIES

12.1 Victory Net Pty Ltd may obtain information about the Client's creditworthiness on terms which attract the operation of the *Privacy Act 1988* (Cth). By entering into this TERMS & CONDITIONS the Client specifically agrees and acknowledges that:

1) To the extent permitted by law, Victory Net Pty Ltd may give to and seek personal information from a credit reporting agency about the Client and the Client's credit arrangements including:

- a. Information contained in this application;
 - b. the Client's name, sex, date of birth, current address and last two addresses, current or last known employer and driver's licence number;
 - c. The amount of credit the Client has applied for;
 - d. Payments which may become more than 60 days overdue;
 - e. Advice that payments are no longer overdue;
 - f. A serious credit infringement which Victory Net Pty Ltd believes the Client has committed;
 - g. The discharge of the Client's credit facility or this TERMS & CONDITIONS;
 - h. That the Client has drawn cheques for \$100.00 or more which have been dishonoured more than once; and
 - i. That court judgments and/or bankruptcy orders have been made against the Client.
- 2) Victory Net Pty Ltd may obtain from a credit reporting agency a credit report containing personal credit information about the Client, and a credit report containing information about the Client's commercial credit worthiness;
- 3) Victory Net Pty Ltd may give to and obtain from any credit provider(s) that may be named in a credit report held by a credit reporting agency, information about the Client's personal or commercial credit arrangements including information about the Client's:
- a. creditworthiness;
 - b. credit standing;
 - c. credit history; or
 - d. credit capacity.
- 4) To the extent permitted by law, Victory Net Pty Ltd may use any credit report obtained by Victory Net Pty Ltd for the following purposes:
- a. to assess the Client's application;
 - b. to collect payments that are overdue;
 - c. to notify a credit provider if the Client breaches this TERMS & CONDITIONS;
 - d. to exchange personal information with other credit providers as to the status of the Client's account where the Client is in breach of a contract with a credit provider;
 - e. to assess the Client's creditworthiness;
 - f. to allow a credit reporting agency to create a file about the Client;
 - g. to administer the Client's account;
 - h. any other purpose permitted or required by law.
- 5) The Client authorises Victory Net Pty Ltd to exchange personal information with:
- a. any person or organisation named by the Client in the application or provided from time to time;

- b. any related company and organisations (such as monitoring providers) which service the Client's account and/or this TERMS & CONDITIONS.

12.2 The Client's consent and acknowledgment in this clause 12 will remain in force until the full amount owing to Victory Net Pty Ltd under this TERMS & CONDITIONS is paid.

12.3 If Victory Net Pty Ltd assesses the Client's creditworthiness under this clause 12 and determines in its absolute discretion that there are reasonable grounds for believing the Client will be unable to pay the Fees due under this TERMS & CONDITIONS, Victory Net Pty Ltd may terminate this TERMS & CONDITIONS with immediate effect by written notice to the Client.

13 GENERAL PROVISIONS

13.1 Either party may give the other notice under this TERMS & CONDITIONS by letter, e-mail or facsimile, addressed in the case of a letter at the address last known to the party giving the notice, and any such notice will be considered given when the letter, e-mail or facsimile would have been delivered in the ordinary course of post or transmission.

13.2 The Client must not assign or novate its interests in this TERMS & CONDITIONS without Victory Net Pty Ltd's prior written consent, which may be withheld at Victory Net Pty Ltd's discretion. Victory Net Pty Ltd may at any time assign or novate any part of its rights and obligations under this TERMS & CONDITIONS to a reputable organisation (including a Related Body Corporate) who agrees to be bound by the terms of this TERMS & CONDITIONS, without the Client's consent.

13.3 This TERMS & CONDITIONS is subject to the laws of the State or Territory in which the Site is located and the parties submit to the non-exclusive jurisdiction of the courts of the State or Territory.

13.4 Victory Net Pty Ltd may vary the terms of this TERMS & CONDITIONS by giving the Client thirty (30) days' prior notice of the varied terms. Such notice will stipulate all proposed variations to this TERMS & CONDITIONS to enable the Client to ascertain whether the change is detrimental. If, after the expiry of thirty (30) days, the Client continues to acquire the Security Services, the Client will be deemed to have accepted the varied terms set out in the notice. The Client may, at any time during the thirty (30) day period, provide notice to Victory Net Pty Ltd of the termination of this TERMS & CONDITIONS on the date that the variations would come into effect based on the proposed variations and without payment of Early Termination Fees, where applicable. All outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable within fourteen (14) days of the date of termination. Any refunds (including advance payments) due to the Client will be paid within fourteen (14) days of the termination.

14 DELAY OR SUSPENSION OF SECURITY SERVICES DUE TO AN EVENT

14.1 If an Event arises:

- (1) The performance of the party affected by such Event ("Affected Party") under this TERMS & CONDITIONS is suspended for the period during which the Affected Party is reasonably prevented from performing an obligation which is caused by the Event;
- (2) neither party will be liable for any loss, costs, expense or damage of any kind resulting from its failure to perform this TERMS & CONDITIONS;

- (3) such failure by the Affected Party will not be deemed to be a breach of this TERMS & CONDITIONS; and
- (4) Where the Event continues for a period of sixty (60) or more consecutive days, either party may terminate this TERMS & CONDITIONS immediately without penalty or payment of Early Termination Fees, where applicable. All outstanding amounts which remain unpaid, if any, for Equipment Fees become immediately due and payable within fourteen (14) days of the date of termination. Any refunds (including advance payments) due to the Client will be paid within fourteen (14) days of the termination.

15 PRIVACY

- 15.1** Victory Net Pty Ltd is committed to protecting the Client's personal information and safeguarding his/her privacy in accordance with applicable laws. Victory Net Pty Ltd will take reasonable steps to protect personal information from misuse, interference, loss and from unauthorised access, modification or disclosure. When the Client's personal information is no longer needed, and when Victory Net Pty Ltd has ceased to be legally obliged to retain the information, Victory Net Pty Ltd will take reasonable steps to ensure that the information is destroyed or de-identified.
- 15.2** Victory Net Pty Ltd collects the Client's personal information such as the Client's name, address, telephone number(s), and if required the names, addresses and telephone number(s) of the Client's Nominated Contacts for the purpose of providing the Client with the Security Services and administering the TERMS & CONDITIONS.
- 15.3** Victory Net Pty Ltd may collect personal information about the Client from other sources, such as a credit reporting agency or financial institution to ascertain the Client's creditworthiness in accordance with clause 15.
- 15.4** If the Client does not provide Victory Net Pty Ltd with the information requested, it will affect or prevent Victory Net Pty Ltd's ability to effectively provide the Client with the Security Services, and Victory Net Pty Ltd may elect to terminate the TERMS & CONDITIONS. The Client must actively cooperate with Victory Net Pty Ltd to ensure that all personal information of the Client held by Victory Net Pty Ltd is accurate, up-to-date, complete, relevant and not misleading.
- 15.5** By entering into this TERMS & CONDITIONS, the Client agrees and acknowledges that Victory Net Pty Ltd may:
 - (1) forward to the Client from time to time promotional material and information regarding any of its security goods and services, unless the Client requests Victory Net Pty Ltd (either by phone, e-mail, letter or facsimile) to stop using the Client's personal information for the purpose of direct marketing; and
 - (2) Disclose the Client's personal information to other organisations (including without limitation, Related Bodies Corporate, Emergency Services, service providers and government bodies and entities) that assist Victory Net Pty Ltd in the provision of the Security Services.
- 15.6** If the Client has provided Victory Net Pty Ltd with personal information about another person (including any of the Client's Nominated Contacts), the Client must inform that person that personal information has been supplied to Victory Net Pty Ltd, the reason why it has been supplied and that they can contact Victory Net Pty Ltd to obtain access to or update or correct their personal information.
- 15.7** The Client may access, correct or update his or her personal information held by Victory Net Pty Ltd at any time upon request.

