

## CUSTOMER RELATIONSHIP AGREEMENT

### 1. CUSTOMER RELATIONSHIP AGREEMENT ("CRA")

- 1.1. Our CRA sets out the standard terms and conditions on which we supply our Services to our customers.
- 1.2. This CRA incorporates, and is to be read in conjunction with:
  - a. Your Application;
  - b. The Service Description;
  - c. The Sales Order;
  - d. The Pricing Schedule; and
  - e. Where agreed in writing by both parties, any other document that sets out any terms of our customer relationship.
- 1.3. This CRA applies from the earlier of:
  - a. The time that you make an Application; or
  - b. The time that you first request and receive Services from us.

### 2. APPLICATION

- 2.1. You may make an Application to receive Services in one of the following ways:
  - a. By completing and submitting an online application or order form on our website;
  - b. By completing and returning paperwork that we have provided to you; or
  - c. Over the phone with our customer representatives.
- 2.2. We will assess your Application based on a number of factors, including but not limited to the following criteria:
  - a. Our Credit Assessment;
  - b. The type of Service requested by you, and its availability to you;
  - c. Where there is a technical limitation on our ability to provide the requested Service to you
  - d. The accuracy of the information provided by you during our Credit Assessment;
  - e. Any previous relationship that you may have had with us, including through Related Entities; and
  - f. Any other criteria that we may decide is applicable.
- 2.3. We may accept your Application subject to conditions, including but not limited to a personal guarantee being provided.
- 2.4. You acknowledge and agree that we may refuse your Application at our sole discretion.
- 2.5. You warrant that the information provided to us in the Application and the Credit Assessment is true and correct, and that you will advise us as soon as possible if any of the

information changes in a material respect during the term of this CRA. You acknowledge and agree that we will act in reliance of the information provided by you.

### **3. CREDIT ASSESSMENT**

- 3.1.** We may request that you provide us with information to enable us to undertake a Credit Assessment. You do not have to provide this information, but if you do not then we may refuse your Application. If you do provide the information, it will be used in accordance with our Privacy Policy and as disclosed in this clause 3.
- 3.2.** Our Credit Assessment may include, but is not limited to, the following:
- a. Obtaining your credit record;
  - b. Obtaining the credit record of any guarantor; or
  - c. Contacting any credit references that you may nominate, or any other person or entity that we may reasonably believe has relevant information.

### **4. YOUR OBLIGATIONS**

- 4.1.** You warrant and agree that you will:
- a. comply with all terms of this CRA, and any other document that forms part of our customer relationship;
  - b. make all payments due to us on time;
  - c. reasonably co-operate with us to allow us to provide the Services to you in an efficient and safe manner; and
  - d. not on-sell our Services unless you have entered into a Reseller Agreement with us.
- 4.2.** You warrant and agree that you will not use, or attempt to use, our Services:
- a. to commit an offence, or to do anything that is contrary to law;
  - b. in any way which damages or interferes with (or threatens to damage or interfere with) the operation of any of our Services or the operation of any of the services provided to us by a Supplier;
  - c. in any way that may cause loss or damage to another person or entity;
  - d. to transmit, publish or communicate any material which is defamatory, offensive, indecent, abusive, menacing, threatening or unsolicited
  - e. to infringe upon another person's right;
  - f. in any way that would constitute misuse;
  - g. in any way that is contrary to the terms of this CRA or any other document that forms part of our customer relationship.

### **5. OUR OBLIGATIONS**

- 5.1.** We agree that we will do the following:

- a. comply with all terms of this CRA, and any other document that forms part of the customer relationship; and
- b. reasonably co-operate with you to provide the Services to you in an efficient and safe manner.

**5.2.** We are subject to a number of legal obligations which we must comply with. These legal obligations may change from time to time as laws are amended.

**5.3.** In particular, and without limitation, we may be subject to laws that require us to provide your information to third parties, such as state and federal police and other regulatory authorities. We may also be subject to laws that require us to intercept your communications that are made using the Service.

**5.4.** We agree that we will not take such actions unless we are required to by law.

**5.5.** You acknowledge that we may be subject to these legal requirements, and you agree that you will not hold us liable for complying with these legal requirements.

## **6. FEES AND CHARGES**

**6.1.** You must pay all charges for your Services in accordance with the provisions of the Service Description and the Pricing Schedule.

**6.2.** If you request additional Services from time to time, whether on a continuous or one off basis, you must pay all applicable charges for those additional Services.

**6.3.** You acknowledge and agree that we may charge you reasonable additional fees where we have incurred additional costs as a result of:

- a. a breach of this CRA by you;
- b. a negligent or fraudulent act or omission by you or by any of your employees, agents or contractors;
- c. a failure of any of your equipment, or any third party service providers that are contracted directly to you;
- d. a failure or fluctuation in electrical power supply for any reason except for our negligence; or
- e. any other circumstances caused by you that are outside of our direct control.

**6.4.** You acknowledge and agree that GST will be applicable to the Services that we provide to you. If our fees and charges are expressed as an amount exclusive of GST, you must pay GST at the applicable rate in addition to the fees and charges. If our fees and charges are expressed as an amount inclusive of GST, we may vary them in accordance with any changes to the applicable GST rate. Subject to all laws and ATO rulings in place at the relevant time, this clause may not apply if you are based outside Australia and the Services are deemed to be exported.

**6.5.** Changes to pricing are addressed in clause 11 of this CRA.

## **7. INVOICING**

**7.1.** You acknowledge and agree that:

- a. you will be invoiced for the Services that you receive from us in accordance with your Service Description, the Pricing Schedule or as otherwise agreed in writing;
  - b. fixed recurring charges will be invoiced monthly in advance;
  - c. variable charges, if applicable, will be invoiced in monthly in arrears; and
  - d. set up or installation charges will be invoiced prior the set up or installation taking place.
- 7.2.** We calculate invoices for variable charges on the basis of data recorded, logged or received by us and our Suppliers. We will review our calculation of variable charges if you can show that it is likely that a manifest error has occurred, but otherwise we are not required to review or amend our calculation of variable charges.
- 7.3.** Normally, we will include all charges relating to an invoicing period on the relevant invoice. However, if this is not possible for whatever reason, you acknowledge and agree that the charges may be included in a later invoice, provided that such invoice is issued within twelve (12) months of the date of the relevant Services.
- 7.4.** We may amend and reissue any invoice if an error is subsequently discovered, provided that such invoice is reissued within thirty (30) days of the error being discovered by us and on the basis that:
- a. if you have overpaid, we will, at your determination; credit your account with the overpayment or issue you with a refund within thirty (30) days; and
  - b. if you have underpaid, the difference owed to us must be paid by you within thirty (30) days, unless otherwise agreed in writing.
- 7.5.** If you have a dispute in relation to an invoice, you agree that you will do the following:
- a. you must raise the dispute within six (6) months of receiving the relevant invoice;
  - b. you agree that you will not be entitled to make any claim or commence any proceedings, whether under this CRA or at law, unless you have raised the dispute with us within six (6) months of receiving the relevant invoice;
  - c. you must provide us with details as to why you are disputing the invoice;
  - d. you must provide us with further details upon reasonable request;
  - e. you must pay any undisputed portion of the invoice by the due date; and
  - f. if we make a determination that there was no error, and the dispute resolution process is not invoked by you, you must pay the outstanding amount within fourteen (14) days of the determination.
- 7.6.** If you have raised a dispute and complied with clause 7.5, we must do the following:
- a. within a reasonable time frame, carry out the appropriate investigations and make a determination;
  - b. if we agree that there is an error, we must, at your determination, provide you with a credit or a refund;
  - c. if we do not agree that there is an error, we must provide you with reasonable written reasons as to why that decision was made.
- 7.7.** If we decide, pursuant to clause 7.6, that there is no error or that the error is not to the extent that you have claimed, you have the right to invoke the dispute resolution process set

out in clause 20, provided that you do so within fourteen (14) days of receiving our written reasons. If you do not do so, you will be deemed to have accepted our determination.

## **8. PAYMENTS**

- 8.1.** You must pay all invoices by the due date. Unless otherwise agreed in writing, the due date is ten (10) days after the date that the relevant invoice is issued.
- 8.2.** If an invoice is not paid on time, you agree that we may impose Interest on the outstanding amount, and that the Interest is a genuine pre-estimate of the loss sustained by us as a result of your default.
- 8.3.** If you have authorised us to debit your bank account and that debit is refused for whatever reason, including but not limited to insufficient funds, you agree that you will reimburse us for any bank charges that are imposed on us as a result of the refusal.
- 8.4.** If you have entered into a direct debit arrangement with us, you must inform us of any changes to your credit or debit card, including but not limited to changes in expiry dates, at least two (2) weeks prior to those changes coming into effect. If you are unable, for reasons beyond your control, to provide us with two (2) weeks' notice of the changes, you must advise us of the changes as soon as reasonably possible.
- 8.5.** If we are required to take legal action against you to recover any amounts owed to us, you warrant and agree that you will pay all of our reasonable enforcement costs, including but not limited to legal fees and disbursements, on a full indemnity basis.
- 8.6.** You acknowledge and agree that we may report any payment defaults by you to a credit reporting agency, provided that we comply with the relevant laws.

## **9. QUALITY AND MAINTENANCE**

- 9.1.** We aim to provide, but do not guarantee, continuous and fault-free services.
- 9.2.** The Service Description sets out our maintenance commitments to you and the customer support that we will provide you with.
- 9.3.** You acknowledge and agree that:
  - a. we must carry out regular maintenance on our Network in order to continue to provide the Services;
  - b. we will try to carry out maintenance outside of normal business hours, but there may be circumstances where this isn't reasonably possible; and
  - c. your rights in relation to a disruption to your Services are addressed in the Service Level Agreement.
- 9.4.** If you experience a fault in your Service, you may report it to us by phone, email or through any other means made available by us from time to time.
- 9.5.** You acknowledge and agree that:
  - a. before reporting a fault to us, you must take all reasonable steps to ensure that the fault is not in, or caused by, any of your equipment;
  - b. any costs that we incur due to your incorrect reporting of faults may be charged to you;

- c. we are not responsible for rectifying any fault in the Service where that fault arising in, or is caused by, your equipment or any third party provider engaged directly by you;
- d. we are not responsible for any support that is outside of the scope of our written agreement with you;
- e. we are not responsible for the maintenance, repair or proper functioning of your equipment; and
- f. unless specifically agreed in writing, we are not responsible for the security of your equipment.

## **10. CHANGES TO THIS CRA**

- 10.1.** If we wish to make any changes to your CRA, we must provide you with at least thirty (30) days' notice in writing.
- 10.2.** If you do not advise us within that thirty (30) day period that you object to the changes to your CRA, they will take effect.
- 10.3.** If you object to the changes to your CRA, you agree that the following will apply:
  - a. you must advise us in writing of your objections within that thirty (30) day period;
  - b. we will, at our sole discretion, either:
    - i. provide you with notice that you are permitted to terminate this CRA, including any remaining fixed term, without penalty provided that such termination occurs within fourteen (14) days; or
    - ii. provide you with notice that the changes will not occur to your CRA and continue on the basis of the existing terms of the CRA;
  - c. the terms of the existing CRA will remain in effect during this process.
- 10.4.** This clause does not apply to changes in pricing, which are addressed in clause 11.

## **11. CHANGES TO PRICING**

- 11.1.** The charges for the Services that we provide to you are set out in the Pricing Schedule and Sales Order.
- 11.2.** If you are on a Fixed Term Contract, your Pricing Schedule will remain fixed for the contracted Services, unless we have otherwise agreed with you in writing.
- 11.3.** If you are on a Monthly Contract, we may change your Pricing Schedule with at least thirty (30) days' notice. If you do not accept the changes to your Pricing Schedule, you may terminate your Monthly Contract with seven (7) days' notice, provided that such notice is given in writing during our thirty (30) day notice period.
- 11.4.** This clause does not apply to changes in the GST rate as set out in clause 6.4.

## **12. AUSTRALIAN CONSUMER LAW**

- 12.1.** If you are an individual or a small business, as defined in the Australian Consumer Law, you have certain rights in relation to agreements such as this CRA.

- 12.2.** We have prepared this CRA, and the associated documents referred to in clause 1.1, so that they are fair and in accordance with your rights and our obligations under the Australian Consumer Law.
- 12.3.** We acknowledge that we have a wide range of customers who all have different circumstances. If you believe that any terms in this CRA are unfair, within the meaning of the CRA, please let us know and we will discuss your concerns with you.
- 12.4.** If you advise us that you believe that a term is unfair, and we agree with your position, we will negotiate the appropriate amendments with you.
- 12.5.** If we do not agree with your position that a term is unfair, there is a dispute resolution mechanism available to you as set out in clause 20 of this CRA. This dispute resolution process is in addition to your rights at law.

### **13. EQUIPMENT**

- 13.1.** In order to provide you with the Services, we may use Products that we own or lease.
- 13.2.** Where we use our Products in connection with providing you with the Service:
  - a. title in the Products is not transferred to you;
  - b. you must comply with our reasonable directions in relation to the use of the Products;
  - c. you must only use the Products in accordance with the manufacturer's specifications, the terms of any warranty and the terms of any lease or similar arrangement that we are subject to;
  - d. you must not part with possession of the Products, except to us or in accordance with our written directions;
  - e. you must not create any encumbrances over our Products;
  - f. you must allow us to inspect, test, service, modify, repair, remove or replace our Products when reasonably necessary;
  - g. you must do all things necessary to allow us to recover our Products after your Service is cancelled;
  - h. you must ensure that the Products will not be altered, repaired, serviced, moved or disconnected except by personnel approved by us in writing; and
  - i. you must ensure that you have all consents and approvals necessary for the installation and use of the Products in connection with the Services.
- 13.3.** You must ensure that all equipment that you use in connection with the Services, other than our Products, complies with all laws and relevant technical standards. You must also comply with all reasonable directions issued by us, including making any changes necessary to your equipment to avoid any dangers or any interference that it may cause.
- 13.4.** If you do not comply with any of your obligations under this clause 13, we may disconnect your equipment if it is causing, or likely to cause, a Disruption. We will take all reasonable steps to provide you with notice if this is to occur, but you acknowledge and agree that we may not be able to provide you with notice if we reasonably believe that your equipment needs to be disconnected urgently in order to mitigate our loss or that of our other customers.

**14. THIRD PARTY SUPPLIERS**

- 14.1.** We obtain Third Party Products and Services that we use, and permit you to use, as part of our Services. This includes, but is not limited to, software licences.
- 14.2.** We confirm that your agreement is with Servers Australia, and not with any Suppliers (unless you enter into separate agreements with them). We are responsible for providing technical support for the supplied Third Party Products and Services, unless other arrangements have been agreed to.
- 14.3.** It is a condition of our agreements with Suppliers that you agree to certain obligations in relation to the Third Party Products and Services.
- 14.4.** You warrant and agree that you will comply with the following:
- a. You must not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Third Party Products and Services;
  - b. You must not use any Supplier logos in any manner, without prior written consent;
  - c. You must not undertake any action that may diminish or interfere with any Supplier's right, title or interest in any intellectual property, including but not limited to copyright, trademarks or patents;
  - d. If you refer to any Third Party Products and Services in any written or visual communication, you must use the appropriate trademark, product descriptor and trademark symbol, and clearly indicate the Supplier's ownership of such marks;
  - e. You must not reverse engineer, decompile or disassemble the Third Party Products and Services, except to the extent that such activity is expressly permitted by the applicable law; and
  - f. You must disclaim, to the extent permitted by the applicable law, all warranties by the Suppliers and any liability by the Suppliers for any damages, whether direct, indirect or consequential, arising from the Third Party Products and Services.
- 14.5.** If you require any further information about our Suppliers and the terms of our agreements with them, please contact us. We will provide you with any relevant information connected to your Services that isn't commercially sensitive, unless otherwise required by law.

**15. HIGH RISK USE**

- 15.1.** You warrant and agree that you will not use our Services in any application or situation where interruption to, or failure of, Services, could lead to death or serious injury of any person, or to severe property or environmental damage.
- 15.2.** For the avoidance of doubt, the prohibition in clause 15.1 does not include the use of our Services for administrative purposes, to store configuration data, engineering or configuration tools or other non-control applications where any interruption to, or failure of, Services would not result in death, personal injury or severe property or environmental damage.
- 15.3.** You warrant and agree that you will indemnify Servers Australia and our Suppliers, on a full indemnity basis, for any claims arising out of your breach of this clause 15.

## **16. SUSPENSION OF SERVICES**

- 16.1.** We may immediately suspend your Services in the following circumstances:
- a. If you attack, or attempt to attack, other servers within the Servers Australia Network;
  - b. If you engage in, or attempt to engage in, port-scanning, hacking, snooping, or any attempts to gain access to our systems;
  - c. If we reasonably suspect that you have engaged, or intend to engage in, illegal activity;
  - d. If we receive any take down or similar notices from a court or other authority;
  - e. If we are required to by law; or
  - f. If any invoice that we have issued to you is overdue.

## **17. TERMINATION OF SERVICES**

- 17.1.** If we have a fixed term agreement with you, it will roll over into a month to month agreement at the end of the fixed term, unless otherwise agreed in writing or unless terminated in accordance with clause 17.2 of this CRA.
- 17.2.** The Services that we provide to you may be terminated in the following circumstances:
- a. At the end of any fixed term, by either party providing the other party with at least thirty (30) days' notice in writing to you;
  - b. During any month to month agreement, by either party providing the other party with at least thirty (30) days' notice in writing;
  - c. If an event of Force Majeure has occurred and remains subsisting for at least fourteen (14) days, by either party providing the other party with at least seven (7) days' notice in writing;
  - d. As otherwise agreed in writing.
- 17.3.** If you commit a breach of this CRA, or any other document referred to in clause 1.1, and you fail to rectify that breach with fourteen (14) days of receiving a notice from us requiring you to rectify the breach.
- 17.4.** If you commit a breach of this CRA that cannot be rectified, or that constitutes a material breach, or that causes serious risk of loss or harm to us or our other customers or Suppliers.

## **18. FORCE MAJEURE**

- 18.1.** A Party is not liable for failure to perform its obligations under this Agreement if such failure is solely the result of the occurrence of an event of Force Majeure.
- 18.2.** If a Party asserts that an event of Force Majeure pursuant to clause 18.1 caused a failure to perform its obligations under this Agreement, that Party must prove that:
- a. it took all reasonable steps to minimise delay or damages caused by foreseeable events;
  - b. it substantially fulfilled all non-excused obligations; and
  - c. it notified the other Party of the likelihood or actual occurrence of the Force Majeure event in a timely manner.

## **19. LIABILITY**

- 19.1.** You acknowledge and agree that all express or implied terms, conditions, warranties, statements, assurances and representations in relation to the provision of the Services by us are hereby excluded, with the exception of:
- a. the terms and conditions of this CRA, the documents referred to in clause 1.1, and any additional terms and conditions or variations to which we both agree in writing;
  - b. any conditions, warranties or requirements expressed or implied under the provisions of any legislation that cannot be contracted out of, including but not limited to the provisions of the Australian Consumer Law.
- 19.2.** Our liability for you for direct loss is set out in our Service Level Agreement, unless otherwise agreed in writing.
- 19.3.** You acknowledge and agree that our Service Level Agreement is in excess of your rights, and our obligations, under the Australian Consumer Law.
- 19.4.** However, if our Service Level Agreement does not meet the requirements of the Australian Consumer Law, or if we are not permitted by law to exclude our liability, our liability will be limited, to the maximum extent permitted by law, to one or more of the following as determined by us in our absolute discretion:
- a. the re-supply of the Services; or
  - b. the payment of the reasonable cost of having the Services re-supplied; or
  - c. the refund of any payments made to us by you for the relevant time period.
- 19.5.** To the maximum extent permitted by law, and except as expressly provided in this CRA, we will not be liable for any consequential loss or damage, whether arising in contract, tort or otherwise, sustained by you in connection with or arising out of the provision of the Services by us, our Related Entities or our Suppliers.
- 19.6.** Any advice, recommendation, information, assistance of service given by us in relation to the Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty as to accuracy, appropriateness or reliability. To the maximum extent permitted by law, we do not accept any liability or responsibility or any loss or damage suffered as a result of your reliance on any such information, assistance or service.
- 19.7.** You and any guarantor acknowledge and agree that you are jointly and severally liable for all obligations under this clause 19.

## **20. DISPUTE RESOLUTION**

- 20.1.** If any dispute arises out of, or in connection with, this CRA or the interpretation of its terms, a Party must not commence any court proceedings relating to that dispute unless this dispute resolution clause has been complied with, except:
- a. where that Party seeks urgent interlocutory relief; or
  - b. where we are entitled to recover a debt owed to us by you.
- 20.2.** A Party claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other parties specifying the nature of the dispute.

- 20.3.** On receipt of that notice by the other parties, all of the Parties must use their best endeavours to resolve the dispute within a reasonable period of time.

## **21. GENERAL**

- 21.1.** If you make an Application which is either withdrawn before it is accepted, or rejected by us before any Services are provided, only clauses 1, 0, 3, 5, 19, 20 and 21 of this CRA are applicable.
- 21.2.** Notices in writing may be sent by us to the contact email address provided by you from time to time. You acknowledge and agree that it is your responsibility to keep your contact details updated, and that notices sent by us to out of date contact details will be deemed to have been correctly served for the purposes of this CRA.
- 21.3.** This CRA may only be amended in writing, signed by the Parties.
- 21.4.** Time is of the essence in relation to the obligations contained in this CRA, unless otherwise specifically stated.
- 21.5.** Each party shall take all steps, execute all documents and do everything reasonably required to give effect to this CRA.
- 21.6.** This CRA is binding on the successors and permitted assigns of each party.
- 21.7.** The provisions of this CRA will remain in full force and effect and be binding upon the Parties after completion.
- 21.8.** If part or all of any provision of this CRA is illegal or unenforceable then it may be severed from this CRA and the remaining provisions of this CRA will continue in full force and effect.
- 21.9.** A waiver of any provision of this CRA or consent to any departure by a party from any provision of this CRA must be in writing and be signed by all parties and is effective only to the extent for which it is given.
- 21.10.** This CRA contains the entire understanding between the Parties and all agreements, negotiations, understandings, representations, warranties, memoranda, or commitments in relation to or in any way affecting the subject matter of this CRA are superseded by this CRA and shall be of no force or effect whatsoever, except where specifically listed in clause 1.1.
- 21.11.** The Parties acknowledge that they have received or had the opportunity to receive independent legal advice in respect of the terms and effect of this CRA and do not rely upon any representations or warranties in entering into this CRA (other than those set out expressly within the CRA).
- 21.12.** This CRA is governed by and must be construed in accordance with the laws of New South Wales and any Court which may have appeals from it and the parties are subject to the non-exclusive jurisdiction of those Courts.

## **22. DEFINITIONS AND INTERPRETATION**

- 22.1.** In this CRA, the following definitions apply unless the context otherwise requires:

**"Application"** has the meaning set out in clause 2.1.

**"Australian Consumer Law"** means the provisions of Schedule 2 of *Competition and Consumer Act 2010 (Cth)*.

**"Corporations Act"** means *Corporations Act 2001 (Cth)*.

**"CRA"** means this Customer Relationship Agreement, including any amendments or variations that may occur.

**"Credit Assessment"** means the credit assessment process set out in clause 3.

**"Customer"** means the party that has agreed to the terms of this CRA.

**"Disruption"** means a material disruption to the Services provided by Servers Australia to any customer or other party, or to the business operated by Servers Australia.

**"Fixed Term Contract"** means a contract between Servers Australia and the Customer that has a fixed term.

**"Force Majeure"** means an event outside the control of either Party including but not limited to natural disasters (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

**"GST"** has the meaning set out in the GST Act.

**"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* and its associated regulations.

**"Interest"** means simple interest calculated daily at the applicable Reserve Bank of Australia cash rate plus two percent (2%).

**"Monthly Contract"** means a contract between Servers Australia and the Customer that does not have a fixed term and is able to be terminated by either party with one (1) months' notice.

**"Network"** means the equipment, facilities and all other products or services that are used by Servers Australia from time to time to provide the Products or Services to the Customer.

**"Parties"** means, collectively, Servers Australia and the Customer.

**"Pricing Schedule"** means the pricing schedule agreed by Servers Australia to the Customer.

**"Privacy Policy"** means the privacy policy of Servers Australia.

**"Products"** means the products provided by Servers Australia from time to time.

**"Related Entities"** has the meaning defined in the Corporations Act.

**"Servers Australia"** means Servers Australia Pty Ltd (ACN: 125 037 443).

**"Service Description"** means our standard service description describing the applicable Service and setting out specific terms and conditions for the Service.

**"Service Level Agreement"** means the agreement of that name entered into between Servers Australia and the Customer.

**"Services"** means the services provided by Servers Australia from time to time.

**"Supplier"** means any third party who supplies goods or services to us that we use to supply the Services to you, or otherwise in the operation of our business.

**"Third Party Products and Services"** means services and products that are supplied by a third party to Servers Australia for use in conjunction with the Services provided to you.

**22.2.** In this CRA, the following rules of interpretation apply unless the context otherwise requires:

- a. references to "in writing" include, but are not limited to, emails, and notifications and messages delivered through the online portal operated by Servers Australia;
- b. references to "you", "your" and similar terms refers to the Customer who has entered into the CRA;
- c. a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, and vice versa;
- d. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under that legislation or legislative provision;
- e. the singular includes the plural and vice versa;
- f. a reference to any gender includes all genders;
- g. a reference to a clause or schedule is to a clause or schedule of this CRA;
- h. a recital, schedule, annexure or a description of the parties forms part of this CRA;
- i. a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- j. a reference to any party to this CRA, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns;
- k. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- l. where an expression is defined anywhere in this CRA, it has the same meaning throughout;
- m. a reference to any monetary amount is to an amount in Australian currency;
- n. headings are for convenience of reference only and do not affect interpretation.