

Plexus Installations and Plexus Communications - General Terms and Conditions - Early Termination Fees and / or cancellations .Effective from 2ND January 2018

Cancellations of Purchase Agreement(s) relating to goods and services that we provide to you.

We ,known as Plexus Installation ,Plexus Communications (or Plexus), provide various Telecoms products and Hardware such as Telephone Systems ,also known as PBX,PABX,CLOUD BASED PBX and HOSTED PHONE SYSTEMS and other ancillary products to you on receipt of a signed Sales Proposal that we had electronically sent to you.

Upon receipt of the signed of the signed Acceptance offer by and payment of a 70% deposit of the purchase price ,we will place the order for the goods required, the balance of 30% will be payable to Plexus Installations and Communications on completion of the work.

In situations where , Finance agreements is to be procured by you, either through your choice of Financier, or someone we refer you to, the goods will only be dispatched and installed after settlement by the financier. All goods remain the property of Plexus installations and Plexus Communications until payment is received in full. Any orders cancelled after 5 working days of purchase will incur a 10% restocking fee. By signing the Acceptance Offer you agree to the Terms and Conditions of Sale.

Your rights to cancel or suspend a service that we provide to you.

Choosing to cancel your service

Terms and Conditions of Sale

As a client of ours, you can cancel your service at any time by notifying us in writing at least 30 days beforehand. However, if you cancel your service before the end of any fixed length contract, we will charge you any applicable early termination charges. The amount of the early termination charge is set out in the application form you used to apply for your service or was disclosed to you when you applied for your service. The Early Termination charge (ETF) is calculated, by the number of months and day still the expiration of your contract and multiplied by the month payment amount.

If you cancel a service before we have provided it to you, we can charge you any reasonable costs we incurred as a result of preparing to provide this service to you. Reasonable costs include but are not limited to parts specifically ordered on your behalf, staff labor costs to provide this service to you and any other financial liabilities that we may of incurred to establish and provide this service to you.

Material breach by us

You can cancel your service at any time if:

1.1

(a) we are in material breach of Our Customer Terms (for example, because we fail to use reasonable care and skill in providing the service to you); and

(b) you have told us in writing of our material breach and we have failed to remedy it within 14 days of you telling us; or

(c) the breach is something which cannot be remedied (in which case you can terminate the service immediately by telling us).

We will not charge you any applicable early termination charge if you cancel your service because of our material breach.

Your other rights to cancel

You can also cancel your service by telling us with as much warning as you reasonably can if:

1.2

(a) we become bankrupt or insolvent or appear likely to do so;

(b) the law requires you to do so; or

(c) provision of the service becomes illegal.

We will not charge you any early termination charge if you cancel your service in these circumstances.

Refunds of prepayments

If you cancel your service under this clause, we will refund to you any unused portion of your monthly access charge and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us, such as charges you incurred before the cancellation or any applicable early termination charge.

OUR RIGHTS TO CANCEL OR SUSPEND YOUR SERVICE

Choosing to cancel your service - casual customers

You will be a casual customer if you are acquiring your service on a month by month basis or on a fixed length contract for a minimum term but there is no early termination charge if your service is cancelled before the end of that term.

If you are a casual customer, we can cancel your service at any time, if we:

1.3

(a) get your consent; or

(b) tell you a reasonable period (but at least 30 days) beforehand or;

(c) transfer you to a reasonably comparable alternative service.

Choosing to cancel your service - fixed term customers

If you are a fixed term customer, we can cancel your service before the end of your fixed length contract at any time if:

- (a) we get your consent to do so; or
- (b) we take reasonable steps to appropriately offset the effect of the cancellation on you (for example, by providing a credit or rebate to you); or
- (c) we transfer you to a reasonably comparable alternative service for the remainder of your fixed length contract; or
- (d) we offer to transfer you to an alternative service for the remainder of your fixed length contract and take reasonable steps to offset any material detrimental effects of the transfer caused by any material differences between the cancelled service and the alternative service we offer.

If we cancel your service in this way, we will not charge you any early termination charge.

If you're a fixed term customer at the date on which we're required to disconnect your service as part of the migration to the NBN, we will terminate your service and your access to existing networks. No early termination charge will be charged in these circumstances.

Material breach by you

We can cancel your service at any time if:

1.4

- (a) you are in material breach of Our Customer Terms; and
- (b) we have told you in writing of your breach and you have failed to remedy it within 14 days of us telling you (or such longer period as we tell you or as set out in another section of Our Customer Terms); or
- (c) the breach is something which cannot be remedied (in which case we can cancel the service immediately by telling you).

1.5 You will be in material breach of Our Customer Terms if you:

- (a) breach your obligation to pay our charges for your service;
- (b) use your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal or likely to be found illegal; or

Using your service this way is also a breach that cannot be remedied.

- (c) breach your obligations under the Plexus Communications Fair Use Policy.

The Plexus Communications Fair Use Policy is set out at <https://www.plexuscomms.com.au/about-plexus/terms-and-conditions> . We can charge you the applicable early termination charge if you are

a fixed term customer and we cancel your service before the end of the fixed term because of your material breach.

Suspension during period before we cancel your service

We can suspend or restrict the provision of your service during the period before we cancel your service because you are in material breach of Our Customer Terms. If you ask us to reconnect your service following your suspension for failing to pay an account, you may have to pay us a reconnection fee. The amount of the reconnection fee is generally the costs to us to perform this task and you will be notified in writing, for your acceptance of this prior to any reconnection. Our other rights to cancel, suspend or restrict your service

1. 6 We can cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:

- (a) the law requires us to do so;
- (b) providing the service becomes illegal or we believe on reasonable grounds that it may become illegal;
- (c) you die;
- (d) there is an emergency that affects our ability to provide the service;
- (e) we are not able to provide the service to you due to an event outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God); or
- (f) we reasonably believe that providing the service may cause death, personal injury or damage to property.

We will not charge you any applicable early termination charge if we cancel your service for one of these reasons.

1. 7 We can also cancel, suspend or restrict your service by telling you with as much warning as we reasonably can if:

- (a) we cannot enter your premises to do something in connection with the service that we need to do in order to supply the service or make the service or related equipment safe;
- (b) you become bankrupt or insolvent or appear likely to do so;
- (c) an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so;
- (d) you vacate the premises to which the service is connected;
- (e) there is excessive or unusual use of the service; or
- (f) we reasonably consider that you pose an unacceptably high credit risk to us.

We consider that you pose an unacceptably high credit risk to us when there is some doubt as to your ability to pay by the due date based on factors such as:

- previous payment history and payment behaviour (e.g. late payments, dishonoured payments or failure to pay);
- any previous advice from you about a potential inability or unwillingness to pay;
- your usage is inconsistently high when compared with previous usage patterns;
- your response where we have told you of this unusually high usage; or
- pending bankruptcy or insolvency.

We can charge you any applicable early termination charge if you are a fixed term customer and we cancel your service before the end of the fixed period under the previous clause.

Maintenance and repair work

We can also suspend or restrict your service temporarily if we reasonably believe it is desirable or necessary to do so to maintain or restore any part of a network used to supply your service. Where possible maintenance and repair is required, the work will be attempted to be performed at times that will cause the least inconvenience to our customers. However, where your service is provided on the NBN, we are relying on NBN Co to determine the times for this work and to provide us with information about the NBN. In these circumstances we will try and give you as much warning as we reasonably can. If we have no alternative but to cancel your service due to necessary maintenance or restoration of any part of a network used to provide your service, we will not charge you any early termination charge.

Refund of prepayments

If we cancel your service under this clause, we will refund to you any unused portion of your monthly access charge or minimum monthly spend and any other amount you have prepaid. However, we can deduct from your refund any amounts that you owe to us (unless these terms say otherwise). For example, we can deduct charges you have incurred before cancellation or any applicable early termination charge.

If you use your Service for business purposes

If we are providing your service to you mainly for your personal use and we reasonably believe that you are using the service mainly for business purposes, we can tell you of this and ask you to move to a suitable business service. If you do not agree to move to a business service, we can cancel your service by telling you 30 days beforehand and charge you any applicable early termination charge.

If you are or become or operate as a “carrier” or “carriage service provider” under the Telecommunications Act 1997, you have to tell us. We can refuse to provide a retail service to you if you tell us or we reasonably believe that you are operating and using retail services as a carrier or carriage service provider. We can also cancel or suspend your retail services by telling you in writing 30 days before we do so. You can enter into a written agreement with us for the supply of wholesale

services, if you choose to do so. If we do not exercise a right under this clause fully or at a given time, we can still exercise it later.

We occasionally need your consent to do certain things. We can rely on the authority of any of your employees who tell us they have authority to give your consent, or have received the authority in writing, as long as we act reasonably.

If you are a business customer, government customer, charitable organisation or non-profit organisation, you can appoint a third party to act on your behalf in relation to Our Customer Terms if you get our written consent first. We will only withhold our consent (or withdraw our consent if previously given) on reasonable grounds (for example, grounds relating to a breach of the third party's obligations).

Please contact us by email at service@plexus.com.au or by mail to PO. Box 193 Watsonia. Vic. 3087 addressed to the Service Manager, Plexus Communications, if you require any further clarification of our Plexus Communications General Terms and Conditions - Early Termination Fees.