

# AFN Solution

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Certain words are used with the specific meanings set out in clause 15 on page 20 or in the [General Terms of Our Customer Terms](#) (“**General Terms**”).

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## 1 About the AFN Solution section

### Our Customer Terms

- 1.1 This is the AFN Solution (“**AFN Solution**”) section of Our Customer Terms.
- 1.2 The General Terms apply unless you have a separate agreement with us, which excludes the General Terms.

### Inconsistencies

- 1.3 This section applies to the extent of any inconsistency with General Terms.
- 1.4 If this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

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## 2 AFN Solution

### Availability

- 2.1 From 1 July 2019, AFN Services and AFN - Emergency Call Out (Syd, Mel, Bris only) is no longer be available for order by new customers. Existing customers will continue to be able to add new services, make changes to existing services or recontract existing services until further notice.

### What is the AFN Solution?

- 2.2 The AFN Solution includes integrated intelligent security and video products, and services covering the installation and maintenance of security, video, alarm and analytics systems, depending on your requirements.
- 2.3 The AFN Solution includes:
  - (a) **Equipment** - Purchase of equipment (including firmware) and cabling;
  - (b) **Software** - Licence to use software, management of software, and cloud data storage/access to cloud data; and
  - (c) **Installation services** - Consulting/advisory and installation services.
- 2.4 You can also add some or all of the following:

The AFN Solution section was last changed on 22 June 2020

- (a) **Maintenance services** - Maintenance and/or helpdesk/support.
- (b) **Additional equipment and services:**
  - (i) **Additional equipment and services** - For additional equipment and services (such as installation) not included as part of your original customer agreement.
  - (ii) **Callout** - For additional support by our personnel or contractors which is outside the original customer agreement.
  - (iii) **Rectification works** - For the rectification of damaged equipment or cabling by our personnel or contractors.
  - (iv) **Travel and accommodation** - For cases where your site survey, service installation or maintenance involves travel and accommodation by our personnel or contractors.

#### **Customer agreement**

2.5 Your AFN Solution consists of the equipment and services set out in your customer agreement with us.

#### **Provision of your AFN Solution**

2.6 In accordance with clause 14, we disclose that we may engage AFN Solutions Pty Ltd to provide some or all of the services that form part of your AFN Solution on our behalf, including installation and maintenance services.

#### **Requirements for the AFN Solution**

2.7 To apply for an AFN Solution at a site, you must meet our minimum technical requirements and comply with your responsibilities described in clause 3.

#### **No assignment or resupply**

2.8 The AFN Solution is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the AFN Solution to a third party.

#### **When we perform work**

2.9 Unless otherwise stated, we perform work as part of your AFN Solution (including installation, configuration, site surveys or site audits and equipment services) during business hours. Additional charges apply for work outside business hours, which we can confirm on request.

#### **We have to approve requests**

2.10 In this AFN Solution section of Our Customer Terms, where it states that you can apply, request, ask, are eligible (or any other similar wording) for a service,

feature, functionality, or any other item (“**Request**”), we can accept or reject that Request at our choice.

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### 3 Your responsibilities

- 3.1 You are responsible for the following activities. If you do not carry out these activities, we may be unable to provide your AFN Solution and we may incur additional costs. You must reimburse us for any reasonable additional costs we incur (including labour charges at our then-current rates), and accept that we are excused from providing your AFN Solution where caused or contributed to by you.

#### Technical requirements

- 3.2 You are responsible for complying with any technical requirements that are necessary for the provision of your AFN Solution. These requirements will be set out in your customer agreement or otherwise advised to you by us or our contractors.

#### Making your site ready

- 3.3 Before installation, you are responsible for making ready the site for your AFN Solution, including by providing any installation facilities we recommend in your customer agreement.

#### Consents

- 3.4 You must obtain all necessary consents (if any) from the owners of, or other parties with an interest in, the site to enable the provision of your AFN Solution.

#### Information

- 3.5 You must give us all necessary information (including IP addresses and configuration information) to enable us to provide your AFN Solution.

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### 4 Designing your AFN Solution

- 4.1 We provide the solution design and installation component of your AFN Solution based on the business requirements that you give us (“**Design**”). We can make any reasonable changes to the Design but will tell you of these changes before installation of your AFN Solution.
- 4.2 If we design your AFN Solution, we own all Intellectual Property Rights connected with the design, including in the solution diagrams, management IP addresses and equipment configurations (“**Items**”).
- 4.3 We licence you to use the Items solely for the purpose of managing and operating your AFN Solution. This licence ends on expiry or termination of your AFN Solution, after which you will be responsible for purchasing licences to manage and operate your equipment.

- 4.4 The solution diagrams and other information we give you in connection with your AFN Solution is our confidential information. You must protect and keep this confidential.

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## 5 Equipment

### Purchase of equipment

- 5.1 Your AFN Solution will include the equipment you purchase from us as specified in your customer agreement.

### Ownership of equipment

- 5.2 You will own equipment you purchase from us only when we receive full payment of the purchase price in the manner set out in your customer agreement (which may include an equipment repayment option), or as otherwise agreed by us.

### Supply of equipment

- 5.3 We deliver the equipment that you buy from us to your nominated site address.
- 5.4 We aim (but don't guarantee) to deliver equipment to your site within 30 business days of us accepting the customer agreement for your AFN Solution.
- 5.5 Risk in any equipment we supply to you as part of your AFN Solution passes to you when the equipment is delivered to you.
- 5.6 You are responsible for the security of the equipment once delivered to your site. If the equipment is delivered to you before installation, you must make the equipment available for installation.
- 5.7 You must not alter the labels or other identifying marks on any equipment we provide you.

### Your equipment obligations

- 5.8 Until we receive full payment of the purchase price and you own the equipment as specified in clause 5.2, you must comply with the following obligations in respect of the equipment.

#### General obligations

- 5.9 You must:
- ensure the equipment is kept in good order and repair;
  - not sell, dispose of or encumber the equipment; and
  - allow us (or our supplier) to inspect the equipment at reasonable times.

- 5.10 Additional charges may apply if you modify the equipment without our prior written consent and the modifications reduce the equipment's use, value or functionality. This charge is a genuine pre-estimate of our loss.
- 5.11 If you remove a part of the equipment, you must at your own cost, replace the removed part with a part of equal or better quality and functionality ("Replacement Part"). The Replacement Part forms part of the equipment.
- 5.12 You may remove any part of the equipment that you have added, provided that:
  - (a) it is not a Replacement Part (unless the Replacement Part is being replaced); and
  - (b) the addition and subsequent removal of the Replacement Part does not reduce the equipment's use, value or functionality.
- 5.13 If we supply additional parts or upgrades to the equipment, your charges may increase as a consequence. We will tell you of any increase in charges before supplying such additional parts or upgrading the equipment.

#### **Lost, stolen or damaged equipment**

- 5.14 If any part of the equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), you must promptly tell us and pay us the present value of the equipment. If this occurs before the expiry of the applicable repayment term, early termination charges may apply.

#### **Maintenance**

- 5.15 If you service or maintain the equipment, you must do so in accordance with the relevant third party vendor specifications and our reasonable requirements.

#### **Insurance**

- 5.16 You must obtain and maintain adequate insurance for the value of the equipment and for your ability to pay all charges. You must show us this insurance policy on our reasonable request from time to time.

#### **Security of equipment**

- 5.17 We take reasonable care to control electronic access by third parties to the equipment which we provide for your AFN Solution. However, you are responsible for all equipment and network security.
- 5.18 Unless otherwise agreed in writing, we and our contractors will have exclusive access to the login and password for all equipment and software that we supply which forms part of your AFN Solution. The login and password will be used only for the purpose of supporting your AFN Solution as provided for in the customer agreement and these terms.

- 5.19 You may provide us with specific written instructions regarding your equipment's security. We will implement those instructions if we think they are reasonable.
- 5.20 You must tell us in advance of any vulnerability scanning or security assessment of your network.

#### **When we don't provide security**

- 5.21 We don't provide you with any security services (such as patrol guards) as part of your AFN Solution other than to enable you to monitor your site.
- 5.22 To reduce your security risk, we may schedule installation of software patches provided by our suppliers. If you ask us to install software patches at any other time, we may charge you for the applicable software update.
- 5.23 We don't provide network security solutions as part of your AFN Solution (such as network firewalls). Any network security solutions need to be provided by your IT supplier.
- 5.24 Where we have agreed to provide you with security services, we will not do so if there are deficiencies in the equipment or software.

#### **Warranty**

- 5.25 The following clause 5.26 does not affect your statutory rights. Please see the Our Customer Terms website for an important notice regarding your statutory rights.
- 5.26 If we provide you with equipment during the provision of your AFN Solution, we do not provide any voluntary warranty in relation to that equipment, but we will use reasonable endeavours to procure for you the benefit of any voluntary warranty provided by the manufacturer of that equipment.

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## **6 Software**

#### **Licence to use related software**

- 6.1 We will procure the right for you to use any software that relates to the equipment or forms part of your AFN Solution on the same terms that the relevant third party vendor grants such licences, including under an end user licence agreement. You must comply with all applicable licence terms.

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## **7 Installation services**

- 7.1 If your AFN Solution includes any of the following services, then the relevant terms below will apply.

### **Site audit**

- 7.2 You may apply for a site audit for an additional charge. The site audit determines if your site is ready for installation of your AFN Solution.
- 7.3 If the charges in your customer agreement do not include the cost of a site audit, we will notify you of the charge for the site audit at the time you apply for it.
- 7.4 If we don't perform a site audit beforehand, you must ensure your site and equipment are ready for installation in accordance with your customer agreement. If your site and equipment aren't ready, there may be additional charges which we will tell you of at that time. You must, at your expense, comply with our reasonable directions to make your site and equipment ready.
- 7.5 You must give us:
  - (a) reasonable access to your site at times we reasonably request;
  - (b) all reasonable plan, site and other information we request; and
  - (c) all necessary mechanical aids and tools for us to conduct the site audit.

### **Equipment installation and configuration**

- 7.6 You may request equipment installation services. We will tell you if any additional charges apply at the time of your request.
- 7.7 We can't install the equipment if we can't promptly or properly access your site. If this happens, we aren't liable for any delays and there may be additional charges which we will tell you of at that time.
- 7.8 As part of your AFN Solution, we may need a means of connecting to your equipment to provide remote maintenance and support of your equipment. You must obtain and maintain any remote access service separately. The charges and terms for your remote access service are separate from and in addition to the charges and terms for your AFN Solution.
- 7.9 You must not change the configuration of your AFN Solution (including any equipment) without our prior consent.

### **Equipment and service commissioning**

- 7.10 At commissioning, we download your equipment configuration file prepared by us and check the equipment interfaces will accept configuration changes.
- 7.11 We will test the equipment to check that it is accessible for remote monitoring, if required.

7.12 After we determine that the equipment is operating in accordance with the customer agreement and can be remotely monitored (if required), we will tell you that the AFN Solution has been satisfactorily commissioned and is operational.

#### **Asset management**

7.13 Asset management enables us to obtain a snapshot of all equipment assets deployed at your site. To ensure accuracy, we may need to conduct a site audit or install remote monitoring equipment to check our records against the physical assets deployed at your site. You must give us reasonable access to your site at times we reasonably request for this purpose.

#### **CCTV - Alarm and access control**

7.14 We will arrange for:

- (a) installation of any CCTV infrastructure stated in your customer agreement;
- (b) completion of a full diagnostic report of CCTV and alarm components during Periodic Preventative Maintenance periods;
- (c) the provision of 24 hour back-to-base alarm monitoring; and
- (d) the supply and installation of appropriate signage as required by law.

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## **8 Maintenance services**

8.1 If your AFN Solution includes maintenance services, then the relevant terms will apply.

#### **Equipment maintenance**

8.2 You can arrange your own equipment maintenance or receive it from us.

- 8.3 Where you ask us to provide equipment maintenance, we will do so according to the maintenance terms below and your customer agreement, or as otherwise agreed by us.
- 8.4 We only provide maintenance for accredited equipment we approve in advance.
- 8.5 We will give you at least 30 days' notice if we can no longer provide the equipment maintenance for the model of equipment that you have, and we will give you the opportunity to purchase equipment that we can support (if you have not already done so).
- 8.6 As part of equipment maintenance, we may provide you with software from time to time if we reasonably think it will help ensure the operability and security of your network. We will give you notice of this occurring. If you do not agree to us upgrading the software, we may not be able to provide equipment maintenance. We will tell you if there is additional cost associated with upgrading any software.

#### **Maintenance terms**

- 8.7 Where you ask us to provide equipment maintenance, these terms apply.
- 8.8 The maintenance services will be supplied to you:
  - (a) in a safe and efficient manner, without negligence;
  - (b) in accordance with best practice industry standards for similar services in a similar industry; and
  - (c) in accordance with any reasonable directions given by you,  
in compliance with all applicable standards, awards, laws and regulations.

#### **What maintenance does not include**

- 8.9 The maintenance services do not include:
  - (a) services outside the scope of your customer agreement or these terms;
  - (b) installation or modification of software;
  - (c) training;
  - (d) rectification of errors or defects caused by the operation of your equipment in a manner not specified by us or the equipment manufacturer;
  - (e) rectification of errors or defects caused by modification or alteration of your equipment not authorised by us or the equipment manufacturer; or
  - (f) diagnosis or rectification of faults not associated with your equipment.

- 8.10 Where the maintenance services include the provision of any of the following services, then the relevant provisions below will apply.

**Periodic Preventative Maintenance**

- 8.11 Periodic Preventative Maintenance (“**PPM**”) may be provided on a per site basis. The specific dates for PPM visits will be confirmed with you in advance. The visits will be conducted during normal office operating hours and in the presence of your representative. PPM excludes the cost of hiring elevated work platforms and associated costs.
- 8.12 On arrival at your site, our representative will:
- (a) introduce themself to your representative; and
  - (b) enquire about the performance of your system.
- 8.13 Our representative may provide the following services and checks at each visit:
- (a) check 240-volt supplies feeding the system;
  - (b) check cameras, monitors, digital recorders;
  - (c) check wiring and conduits for tampering and damage;
  - (d) test all devices and ensure that the circuit is sound throughout its entire length;
  - (e) inspect and walk test cameras at each location to ensure that they are fully operational and a clear image is being received;
  - (f) upon completion of the visit, enter details of work performed into the site logbook (if applicable);
  - (g) clean cameras, including a check of all camera seals and if required, application of silicon grease or the manufacturers recommended equivalent alternative;
  - (h) clean camera weather proof housings;
  - (i) clean camera lenses;
  - (j) line diagnostics for cameras (coax signal checks);
  - (k) reposition any camera within its mounted swivel range;
  - (l) refocus cameras to the same effect;
  - (m) operational testing of pan-tilt zoom (PTZ) cameras;
  - (n) check and test ups and correct where necessary;

- (o) system diagnostic check of the digital video recorder and server (DVRS);
  - (p) update software of DVRS if applicable upgrades have been released;
  - (q) test access points for correct operation and measure mag-lock release times;
  - (r) walk test all passive infra red detectors;
  - (s) electrically test all reed switches;
  - (t) test all siren and strobe units; and
  - (u) generate a written service report within 14 days of the periodic maintenance visit.
- 8.14 Following each periodic maintenance visit, we may notify you if further maintenance is required to your equipment, and the cost of any such additional maintenance.
- 8.15 All system access and maintenance checks will be undertaken using the system master code.

#### **Breakdown Call-Out Service**

- 8.16 You will be able to contact a 24-hour emergency service line:
- Emergency Service Line - 1300 303 876*
- 8.17 Whenever required by the circumstances or requested by you, we will send a technician to your site to examine and repair any defect in any of the systems within 3 hours during standard working hours. The technician will be competent and qualified to undertake any work required.
- 8.18 We will use our best commercial efforts to provide the emergency service within 3 hours but if repairs cannot be carried out within 24 hours, you will be notified.
- 8.19 No circuit shall be isolated without your authority except where it is considered that not to do so, would constitute a hazard to persons and/or equipment.

#### **Maintenance or Breakdown Call-Out Service**

- 8.20 You will be provided security systems software upgrades (e.g. new software versions) during the applicable Defects Liability Period, if requested by you.
- 8.21 If directed by you, we will undertake alterations or repairs to any portion of your security systems, and promptly notify you of any additional repairs necessary.
- 8.22 If work requested by you cannot be carried out within 24 hours, you will be immediately notified in writing.

- 8.23 We will obtain an official purchase order number prior to undertaking any work.
- 8.24 If, outside normal working hours, it is necessary for the protection of person or property that any repairs be affected urgently and there is no time to obtain the direction of you, then we will carry out the necessary repairs and advise you, and obtain an order number no later than the next working day.
- 8.25 Payment will not be made for repairs unless such repairs have been authorised in writing by you. An itemised account of all repairs including a full description of fault/action taken will be forwarded to you with any claims for payment.

#### **Rectification works**

- 8.26 Where rectification works are detected during maintenance, you will be provided with recommendations and a quotation for the completion of these works.

#### **Defects Liability Period and warranty**

- 8.27 Where new equipment has been installed at your site, the manufacturer's warranty will apply from the date of completion of installation for the period specified by the equipment manufacture, which is unless otherwise advised, 1 year.

#### **Events beyond control**

- 8.28 If we or our representative are wholly or partially precluded from providing the maintenance services by an event beyond our control, then the affected services will be suspended until the event has ceased. We will tell you about the circumstances and the likely duration of the event.

#### **Where a third party provides equipment maintenance**

- 8.29 If you or a third party provides equipment maintenance and an incident occurs in relation to your AFN Solution that requires that equipment maintenance to be performed, then:
  - (a) any of our obligations that are connected with, or dependent on, you or the third party performing equipment maintenance, are automatically suspended until that equipment maintenance is fully and properly performed; and
  - (b) our obligations in sub-paragraph (a) above do not resume until you tell us and we confirm that equipment maintenance has been fully and properly performed.

#### **Emergency equipment replacement service**

- 8.30 If we provide equipment maintenance support for equipment you bought from us in your customer agreement, and the equipment is lost, stolen or damaged, you can request an emergency replacement of that item of equipment.

- 8.31 If we accept your request, we aim to install and commission an equivalent or reasonably similar item of equipment for you. We aim (but don't guarantee) to do this within the target restoration time applicable to the fault priority and equipment maintenance you purchased through us. This may take longer if we cannot safely or promptly access your site.
- 8.32 We charge you for the replacement equipment. We will tell you the price at the time you request replacement equipment.

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## **9 Additional Equipment and Services**

- 9.1 If you request the following support from us that is outside your AFN Solution, these terms apply.

### **Additional equipment and services**

- 9.2 You may purchase additional equipment and/or services that do not form part of your original customer agreement.
- 9.3 We will deliver the additional equipment that you buy from us, to your site.
- 9.4 The terms and conditions set out in this document will govern the purchase, installation and use of any additional equipment, as well as any other services related to that additional equipment stipulated in your customer agreement.

### **Callout**

- 9.5 You may request additional support from us that is outside the original customer agreement, including configuration, training or ad hoc services.
- 9.6 We tell you the price for call out services at the time you request those services, and this will be charged to you separately.

### **Rectification works**

- 9.7 You may request that we rectify damaged equipment or cabling.
- 9.8 We tell you the price for rectification works at the time you request those services, and this will be charged to you separately.

### **Travel and accommodation**

- 9.9 Where you have requested that we provide any services that require us to visit your site (such as to conduct a site audit or to install equipment), then where applicable, we will tell you the price for our travel and accommodation at the time you request those services, and this will be charged to you separately.

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## 10 Charges for your AFN Solution

- 10.1 The charges for your AFN Solution are set out in your customer agreement, or in a separate agreement with us where the relevant charge is not in the customer agreement.

### **Equipment and software**

- 10.2 If you purchase equipment and/or software, we will tell you what the applicable purchase charges are. The charges depend on our equipment and software suppliers, and may change from time to time.
- 10.3 If we incur delivery or other charges (including taxes or levies) for equipment and/or software ordered for you from our suppliers, we may pass those charges to you. We will tell you what those charges are.

### **Installation services**

- 10.4 If your AFN Solution includes installation services, the charges for those services will be specified in your customer agreement.
- 10.5 If your AFN Solution does not include installation services, we will notify you of the charges at the time you ask us to provide those services, and these will be:
- (a) set out in a separate agreement with us; and
  - (b) charged to you separately.

### **Maintenance services**

- 10.6 If your AFN Solution includes maintenance services, the charges for those services will be specified in your customer agreement.
- 10.7 If your AFN Solution does not include maintenance services, we will notify you of the charges at the time you ask us to provide those services, and these will be:
- (a) set out in a separate agreement with us; and
  - (b) charged to you separately.

### **Additional Services**

- 10.8 We tell you the price for any additional services at the time you request those services, and these will be:
- (a) set out in a separate agreement with us; and
  - (b) charged to you separately.

### **Non-payment**

- 10.9 If you do not make the payments required, we may suspend or cancel your AFN Solution in accordance with the General Terms of Our Customer Terms (at the least we will give you prior notice).

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## **11 Payment for your AFN Solution**

- 11.1 You may elect to pay for your AFN Solution as follows:
- (a) Outright purchase - Pay for the equipment and installation services upfront and in full; or
  - (b) Repayment option - Repay the cost of the equipment and installation services by equal monthly instalments over the term of your maintenance services. Each monthly payment will be applied to your Telstra invoice until the equipment and installation services have been fully paid for.
- 11.2 The repayment option is not available if you do not acquire any maintenance services.
- 11.3 If you select the repayment option, you will be invoiced all GST on the equipment and installation services in your first Telstra invoice. Following this, your monthly payments will be GST exclusive.
- 11.4 If you choose to buy equipment from us under the equipment repayment option, you must pay the monthly repayment instalments as set out in your customer agreement for the full term of your AFN Solution, even if certain events occur, including a defect, breakdown, accident, loss, theft or damage, unless our breach of contract or negligence caused the event.

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## **12 Term and termination**

### **Minimum term**

- 12.1 The minimum term for your AFN Solution is 12, 24 or 36 months, as set out in your customer agreement, or any longer period agreed by us. The minimum term:
- (a) starts on the date we first provide you with the AFN Solution; and
  - (b) continues for the period that we provide maintenance services to you under your customer agreement.
- 12.2 After the minimum term:
- (a) your AFN Solution continues until terminated; and
  - (b) you or we may terminate your AFN Solution by giving at least 30 days' prior written notice.

## Termination

- 12.3 You can terminate your AFN Solution by giving us at least 30 days' prior written notice, but if you do so before the end of the applicable minimum term for your AFN Solution, you may have to pay us early termination charges.
- 12.4 If you have requested any Additional Services from us, you may terminate an additional service independently from your AFN Solution, but if you do so any associated additional services may also be terminated.
- 12.5 We can terminate any or all of your AFN Solution if you cause a defect or incident by accidental damage, or improper or negligent use of the equipment or the network.
- 12.6 We may terminate your AFN Solution with respect to an item of equipment or software by giving you at least 30 days written notice, if we no longer support that equipment or software.

## Consequences of termination

### Payment for equipment ordered but not installed

- 12.7 If you cancel your customer agreement for your AFN Solution after we have ordered equipment for you, but before installation (other than due to our material breach), we may require you to either:
  - (a) pay for the equipment that has been ordered in full; or
  - (b) pay our reasonable expenses that we incur up to the date of the order.

If we require you to pay for the equipment in full, you will own the equipment that you have paid for.

### Early termination charges

- 12.8 If your AFN Solution is cancelled at any time before the end of your selected term (other than for our material breach), then you have to pay the following early termination charges:
  - (a) if your AFN Solution is cancelled before your minimum term ends, you will pay us an amount calculated as:

*Monthly charges x number of months (or part thereof) remaining in your contract term x 75%*
  - (b) if you have taken up an equipment repayment option and cancel early, you'll also need to pay us an amount calculated as:

*Monthly equipment repayment x number of months (or part thereof) remaining in your equipment repayment term*

- 12.9 You agree that the early termination charges are a genuine pre-estimate of the loss we are likely to suffer.

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## **13 Liability**

- 13.1 You acknowledge and agree that we are not an insurer and we do not carry any insurance in respect of equipment stored or located at your site.
- 13.2 To the extent permitted by law and subject to clause 13.4, we are not liable for loss or damage due directly or indirectly to any occurrence or omission (or the consequences of any occurrence or omission) which your AFN Solution may be designed to detect or avert.
- 13.3 Despite the foregoing, if we are held liable for loss or damage for any reason (including our negligence), to the extent permitted by law and subject to clause 13.4, our liability is limited to a sum equal to the monthly charges (excluding installation or equipment repayments) paid by you in respect of the relevant site in the six months preceding the relevant event giving rise to the liability.
- 13.4 If the Competition and Consumer Act 2010 (Cth) or similar law implies or imposes a warranty, condition or guarantee in relation to your AFN Solution and our liability in relation to that warranty, condition or guarantee cannot be excluded but can be limited, clauses 13.2 and 13.3 do not apply to that liability, and instead we limit our liability at our option to the resupply of the relevant good or service, repair or replacement of the relevant good or service, or payment of the cost of the resupply or the good or service, to the extent it is reasonable for us to do so.

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## **14 Notice of subcontracting arrangements and licensing matters**

- 14.1 We disclose, in accordance with relevant legislation (including without limitation a 38A of the Security Industry Act 1997 (NSW)), that we use other suppliers to perform elements of your AFN Solution. In particular, we may engage AFN Solutions Pty Ltd, who holds the following licences:
- (a) NSW - Master Security Licence number 408718956
  - (b) VIC - Master Security Licence number 881-274-50S
  - (c) QLD - Master Security Licence number 3677185
- 14.2 We also hold the following security licences:
- (a) NSW - Master Security Licence number 408064817
  - (b) ACT - Master Security Licence number 17502335
  - (c) VIC - Private Security Business Licence No 653-608-615

Private Security Business Registration No 653-608-40S0

(d) QLD - Master Security Licence number 3926974

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## 15 Special meanings

The following words have the following special meanings:

**accredited equipment** is equipment which we approve from time to time for use as part of your AFN Solution. We may have arrangements with our suppliers for the purchase and maintenance support of such equipment.

**business hours** are 8am to 5pm Monday to Friday (excluding local public holidays) in the time zone of your site in Australia where the equipment is located.

**customer agreement** means the agreement between you and us for your AFN Solution, formed either by way of:

- (a) an application form; or
- (b) other form of agreement or service schedule approved by us (eg: a corporate services agreement),

signed by you.

**equipment** consists of the cameras, alarm kits, keypads, sensors, cables and other accredited equipment that forms part of the AFN Solution described in the customer agreement (whether purchased or rented).

**fault** means any event that:

- (a) is not part of the standard or expected operation of your equipment; and
- (b) causes a significant interruption to, or a significant reduction in, the quality of service by your equipment, as measured by our systems.

**installation** means physically connecting the equipment at your site and any other installation services specified in your customer agreement (such as site audit, commissioning or asset management) or in a separate agreement with us.

**intellectual property rights** means:

- (a) copyright, author's rights and any related or neighbouring rights (including any copyright or other exclusive right in or to any compilation or database);
- (b) all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information;
- (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields; and
- (d) any similar or corresponding rights to the foregoing wherever subsisting in the world; and

- (e) includes applications for and the right to make applications for the grant of any of the foregoing.

**maintenance** means the maintenance and repair of faulty equipment with on-site attendance and access to vendor provided software on demand, and any other maintenance services specified in your customer agreement or in a separate agreement with us.

**site** means your premises where the equipment is located.

**software** is the computer programmes relating to the operation of the equipment (including firmware).

**your AFN Solution** means the equipment, software, installation services, maintenance services (if any) and any additional services set out in your customer agreement.